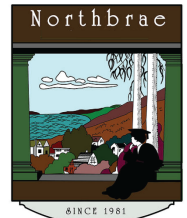


# RECEIPT FOR DOCUMENTS



Listing Agent: Christian Thede

Property Address: 1314 Spruce, Berkeley

Please have your clients sign the acknowledgement of receipt at the bottom of this page and include a signed copy with the submission of your offer. All information is believed to be accurate, but is not guaranteed. Buyers should conduct any and all inspections to answer questions they might have with regard to this property. These documents were all that were provided to agent by the seller(s). If the buyer has further questions regarding any reports, estimates, bids, etc., or requires additional documentation, we recommend the buyer contact the service provider directly. Disclosure documents and forms may contain references, including website addresses and internet links, to additional important material that is not printed on the document itself. Buyers and Sellers should investigate those links if they are not entirely satisfied with the document as it is presented to them.

Attached are the following documents:

DOCUMENT	# of PAGES
1. Multiple Listing Printout & Flier	2
2. Public Record Printout	3
3. Agent Visual Inspection Disclosure	3
4. Real Estate Transfer Disclosure Statement	3
5. Seller Property Questionnaire	4
6. TDS Exhibit A & Seller Property Questionnaire Text Overflow	7
7. Receipt for Homeowners Booklet ( <i>Booklet to be provided to Buyer by Buyer's Agent</i> )	1
8. Water Heater & Smoke Detector Statement of Compliance	1
9. Water Conserving Plumbing Fixtures & Carbon Monoxide Detector Notice	2
10. Lead-Based Paint Disclosure	2
11. Northbrae Properties Supplemental Lead Based Paint Disclosure	10
12. Residential Earthquake Hazards Report	1
13. Verification of Property Condition ( <i>to be completed by buyer prior to COE</i> )	1
14. Alameda County Disclosures & Disclaimers Advisory	21
15. Berkeley Purchase Agreement Addendum ( <b>Please complete and submit with your offer</b> )	4
16. Market Conditions Advisory ( <b>Please sign and submit with your offer</b> )	2
17. Buyers Inspection Advisory	1
18. For Your Protection Get a Home Inspection	1
19. Hold Harmless	1
20. Statewide Buyers & Sellers Advisory	14
21. JCP Natural Hazards Disclosure & Tax Data Report	44
22. Pre-Sale Preliminary Title Report – Old Republic Title Company	12
23. GT Inspects – Termite Report	19
24. JMC – Home Inspection	45
25. Square Footage Advisory & Floor Plan	2

The undersigned acknowledge receipts of all of the above documents.

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

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

26. Trust Advisory	2
27. As Is Addendum	4
28. RCSD	1
29. Sewer Lateral Certification	2

**CALL AGENT RE: OFFERS.**

The undersigned acknowledge receipts of all of the above documents.

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

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

Detached


**RECEIVED AND READ**  
 Congregation Beth El  
**DATE** \_\_\_\_\_

**New** **List Price: \$1,895,000**  
**1314 Spruce St** **Unit:**  
**BERKELEY** **CA** **94709**  
**MLS# 40881100** **Area: 2301** **Storie Two**  
**Orig Price: \$1,895,000** **Sold Price:**  
**List Date: 9/6/2019** **Off Mkt Date:**  
**Pend Date:** **COE:**  
**D/N/S: GOURMET GHETTO**  
**DMLS: 3** **CDMLS: 3**  
**Model:** **Builder:**



Google

Print/Email:

51BE9BE0A0E84B1  
9/10/2019
 Daniel McLoughlin  
 Map Data ©2019 Google  
 DocuSigned By: Daniel McLoughlin  
 Unbranded Media Link
**Property Information**

**Bedrooms: 4** **Yr Blt: 1904** **Garage Spcs: 0** **Total Rms: 7** **Own Type:**  
**Baths/Par: 2 / 1** **Age: 115** **Fireplaces: 1** **# of Units:** **% Own Occ:**  
**SqFt: 2674** **Acres: 0.120000** **Pool: No** **Units Floor:** **TIC %:**  
**Source: Public Records** **Lot SqFt: 5,400** **ElemSchool Dist: Berkeley (510) 644-6504** **High School District: Berkeley (510) 644-6504**

**Showing & Listing Information**

**Occ By: Call Agent** **Occ Name:** **Occ Phone:** **Supra Box?: Yes** **Spec Info: None**  
**Show Info: Go and Show** **24 Hr. Notice Req?: No** **Lockbox Location: front door**  
**Directions: on Spruce** **Cross St: Rose** **Associated Docs: 0**  
**List Type: Excl Right** **Comp Selling Ofc: 2.5** **% Dual/Variable: No** **List Service: Full Service** **LA-DRE#: 01335015**  
**List Agt: CHRISTIAN THEDE - 510-774-5927** **chris@northbrae.com** **Broker DRE#: 01951376**  
**Co-List:** **List Ofc: NORTHBRAE PROPERTIES - Off: 510-526-4336** **Agent Hit Count: 85**  
**Zoning: APN: 60-2466-47** **Census Tract:** **Point of Sale Ord: Yes** **City Transfer Tax: Yes** **Client Hit Count: 29**  
**Disclosures.io Link:**

**\*\*\*Remarks\*\*\***

This classic brown shingle Craftsman is stately, ideally located, and offers a unique sense of privacy. Meticulous updates and renovations accentuate its classic architectural and period craftsmanship, harmoniously blending its classical welcoming feel with all modern-day high-end finishes and features. The grand, open entry leads to the elegant formal living and dining rooms. A gorgeous kitchen with large breakfast room and adjoining deck boast stunning views of San Francisco and the established garden. Upstairs, there are four extremely spacious bedrooms with an abundance of natural light, more spectacular views of San Francisco, and two luxurious bathrooms. A full usable basement provides an immense amount of extra storage and space. The large, manicured grounds include many rare plants and seating areas nestled throughout. Located just blocks to campus, Codornices park, BART, and Berkeley's world famous food scene including the Cheeseboard and Chez Panisse.

**\*\*\*Confidential Remarks\*\*\***

Brokers tour Thursday (Sept 12) 9:30 - 12:30 Open Sunday (Sept 8 & 15) 2:00 - 4:30. Please use Shelly Parker at ORTC Solano Ave. Square footage and room count not guaranteed by seller or listing agent. Sewer lateral compliant by close of escrow. Seller is licensed Real Estate Broker.

**Property Features:**

**BATH-MASTER INCLUDES** Stall Shower, Tile, Updated Baths  
**BATH NON-MSTR INCLUDE** Shower Over Tub, Tile, Updated Baths  
**COOLING** Other  
**CONSTRUCTION STATUS** Existing  
**DISABLED FEATURES** Other  
**DISCLOSURES** Owner is Lic Real Est Agt, Other - Call/See Agent  
**ENERGY SAVING FEATURE** Energy Star Appliances  
**EQUIPMENT ADDITIONAL** Dryer, DSL/Modem Line, Washer, Water Heater Gas  
**EXTERIOR** Dual Pane Windows, Wood Shingles  
**FIREPLACES** Brick, Living Room, Woodburning  
**FLOORING** Hardwood Floors, Laminate, Tile, Carpet  
**FOUNDATION** Full Basement  
**GARAGE/PARKING** Off Street Parking, Parking Area  
**HEATING** Forced Air 1 Zone  
**INSPECTIONS/REPORTS** Other

**KITCHEN FEATURES** Breakfast Nook, Counter - Stone, Dishwasher, Eat In Kitchen, Garbage Disposal, Gas Range/Cooktop, Oven Built-in, Refrigerator, Updated Kitchen  
**LAUNDRY** Dryer, In Basement, Washer  
**LEVEL - LOWER** Laundry Facility, Basement, No Steps to Entry  
**LEVEL - STREET** 0.5 Bath, Main Entry  
**LEVEL - UPPER** 4 Bedrooms, 2 Baths, Master Bedrm Suites - 2  
**LOT DESCRIPTION** Premium Lot, Regular  
**POOL** None  
**POSSESSION** COE  
**ROOF** Composition Shingles  
**ROOM - ADDITIONAL** Basement Finished, Basement Unfinished, Bonus/Plus Room, Family Room, Formal Dining Room, Kitchen/Family Combo, Office, Storage, Study, Utility Room, Workshop  
**SOLAR** None  
**STYLE** Brown Shingle, Craftsman  
**TERMS** Cash, Conventional  
**VIEWS** Bay, Bay Bridge, City Lights, San Francisco, Water

**HOA Information**

**HOA?: No** **HOA Name:** **HOA Phone:** **Fee \$:**  
**Fee Freq:** **Litigation:** **Transfer Fees:**  
**HOA Amenities:**  
**HOA Documents:**  
**HOA Fees Include:**

**Buyer Agent:** **Sale/Orig \$:** **Sale/Last \$:** **List \$/SqFt: \$709** **Sale\$/SqFt:** **Sale Terms:**  
**Sale Price:** **Buyer Agent DRE#** **# of offers:**  
**Concessions:**

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**Provided By: CHRISTIAN THEDE** **CalBRE** **01335015**

09/09/2019





# Northbrae

## Properties

Prestigious Craftsman Classic in the heart of the Gourmet Ghetto

### 1314 Spruce Street



This classic brown shingle Craftsman is stately, ideally located, and offers a unique sense of privacy. Meticulous updates and renovations accentuate its classic architectural and period craftsmanship, harmoniously blending its classical welcoming feel with all modern-day high-end finishes and features. The grand, open entry leads to the elegant formal living and dining rooms. A gorgeous kitchen with large breakfast room and adjoining deck boast stunning views of San Francisco and the established garden. Upstairs, there are four extremely spacious bedrooms with an abundance of natural light, more spectacular views of San Francisco, and two luxurious bathrooms. A full usable basement provides an immense amount of extra storage and space. The large, manicured grounds include many rare plants and seating areas nestled throughout. Located just blocks to campus, Codornices park, BART, and Berkeley's world famous food scene including the Cheeseboard and Chez Panisse. With this unparalleled location, room for everyone and everything, 1314 Spruce is your forever home.



### Property Features:

- 4+ bedroom / 2.5 bath
- In the heart of the Gourmet Ghetto
- Classic craftsman details
- Generously appointed bedrooms
- Abundance of natural light
- Lovingly maintained & updated
- Formal dining room & formal living room with fireplace
- Large basement with loads of extra storage
- Well established grounds
- Spacious decks
- Stunning San Francisco & bay views
- Just blocks to campus, BART, Codornices Park & Berkeley's world famous food scene

**RECEIVED AND READ**  
**DATE** \_\_\_\_\_

51BE9BE0A0E84B1

Daniel McLoughlin

DocuSigned By: Daniel McLoughlin

1314Spruce.com

**Offered at \$1,895,000**

## CHRISTIAN THEDE

Northbrae Properties Inc  
Broker / Owner

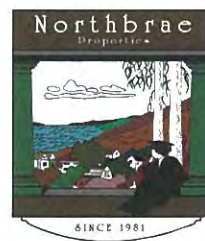
**NORTHBRAE.COM**

510.774.5927

chris@northbrae.com

BRE#01951376 / 01335015

Northbrae Properties Inc. believes all information to be correct but cannot guarantee accuracy







**RECEIVED AND READ**  
**DATE** \_\_\_\_\_

51BE9BE0A0E84B1

Daniel McLoughlin

DocuSigned By: Daniel McLoughlin

Monday, June 24, 2019



No Images Available



## LOCATION

**Property Address** 1314 Spruce St  
Berkeley, CA 94709-1435

**Subdivision**

**Carrier Route** C044

**County** Alameda County, CA

## GENERAL PARCEL INFORMATION

**APN/Tax ID** 60-2466-47

**Alt. APN** 060 -2466-047

**Account Number**

**Tax Area** 13-000

**2010 Census Trct/Blk** 4217/1

**Assessor Roll Year** 2018

## PROPERTY SUMMARY

**Property Type** Residential

**Land Use** Single Family Residential

**Improvement Type** Single Family Residential

**Square Feet** 2674

**# of Buildings** 1

## CURRENT OWNER

**Name** McLoughlin Daniel P Tr

**Mailing Address** 1314 Spruce St  
Berkeley, CA 94709-1435

**Owner Occupied** Yes

## SALES HISTORY THROUGH 06/07/2019

Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels Book/Page Or Document#
8/26/2008	8/26/2008		McLoughlin Daniel P & The Daniel P McLoughlin Revo	McLoughlin Daniel	Intrafamily Transfer & Dissolution	2008261388
3/23/1998	3/31/1998		McLoughlin Daniel L	McLoughlin Daniel	Intrafamily Transfer & Dissolution	98106571

## TAX ASSESSMENT

Tax Assessment	2018	Change (%)	2017	Change (%)	2016
Assessed Land	\$126,165.00	\$2,474.00 (2.0%)	\$123,691.00	\$2,425.00 (2.0%)	\$121,266.00
Assessed Improvements	\$362,636.00	\$7,109.00 (2.0%)	\$355,527.00	\$6,970.00 (2.0%)	\$348,557.00
Total Assessment	\$488,801.00	\$9,583.00 (2.0%)	\$479,218.00	\$9,395.00 (2.0%)	\$469,823.00
Exempt Reason					



% Improved 74%

## TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2018			\$10,406.06
2017			\$9,951.70
2016			\$9,438.00
2015			\$9,276.26
2014			\$9,079.52
2013			\$9,049.52

## MORTGAGE HISTORY

Date Recorded	Loan Amount	Borrower	Lender	Book/Page or Document#
06/05/2017	\$288,700	McLoughlin Daniel P Daniel P McLoughlin Revocable	Bank Of America	2017121897
03/21/2007	\$500,000	McLoughlin Daniel P	Bank Of America	2007113312
08/27/2003	\$265,000	McLoughlin Daniel	Citi Mortgage	2003508472
03/20/2003	\$100,000	McLoughlin Daniel	Bank Of America	2003159132
02/19/2003	\$265,000	McLoughlin Daniel	Citibank	2003095170
05/02/2000	\$100,000	McLoughlin Daniel	Bank Of America	2000128143

## FORECLOSURE HISTORY

No foreclosures were found for this parcel.

## PROPERTY CHARACTERISTICS: BUILDING

## Building # 1

Type	Single Family Residential	Condition		Units	1
Year Built	1904	Effective Year	1910	Stories	2
BRs	3	Baths	2 F 1 H	Rooms	7
Total Sq. Ft.	2,674				

Building Square Feet (Living Space)

Building Square Feet (Other)

## - CONSTRUCTION

Quality	C	Roof Framing
Shape		Roof Cover Deck
Partitions		Cabinet Millwork
Common Wall		Floor Finish
Foundation		Interior Finish
Floor System		Air Conditioning
Exterior Wall		Heat Type
Structural Framing		Bathroom Tile
Fireplace		Plumbing Fixtures

## - OTHER

Occupancy	Building Data Source
-----------	----------------------

## PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Garage			



Property Report for 1314 SPRUCE ST, cont.

## PROPERTY CHARACTERISTICS: LOT

<b>Land Use</b>	Single Family Residential	<b>Lot Dimensions</b>	
<b>Block/Lot</b>		<b>Lot Square Feet</b>	5,400
<b>Latitude/Longitude</b>	37.883672°/-122.266632°	<b>Acreage</b>	0.12

## PROPERTY CHARACTERISTICS: UTILITIES/AREA

<b>Gas Source</b>		<b>Road Type</b>	
<b>Electric Source</b>		<b>Topography</b>	
<b>Water Source</b>		<b>District Trend</b>	
<b>Sewer Source</b>		<b>School District</b>	
<b>Zoning Code</b>			
<b>Owner Type</b>			

## LEGAL DESCRIPTION

<b>Subdivision</b>		<b>Plat Book/Page</b>	
<b>Block/Lot</b>		<b>Tax Area</b>	13-000
<b>Description</b>			

## FEMA FLOOD ZONES

<b>Zone Code</b>	<b>Flood Risk</b>	<b>BFE</b>	<b>Description</b>	<b>FIRM Panel ID</b>	<b>FIRM Panel Eff. Date</b>
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	060004-06001C0019G	08/03/2009





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**AGENT VISUAL INSPECTION DISCLOSURE**  
**(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)**  
**For use by an agent when a transfer disclosure statement is**  
**required or when a seller is exempt from completing a TDS**  
**(C.A.R. Form AVID, Revised 6/19)**

This inspection disclosure concerns the residential property situated in the City of Berkeley, County of Alameda, State of California, described as 1314 Spruce St ("Property").

☐ This Property is a duplex, triplex, or fourplex. This AVID form is for unit # \_\_\_\_\_. Additional AVID forms required for other units.

Inspection Performed By (Real Estate Broker Firm Name) Northbrae Properites Inc

**California law requires**, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

**California law does not require** the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

**Agent Inspection Limitations:** Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

**Roof and Attic:** Agent will not climb onto a roof or into an attic.

**Interior:** Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

**Exterior:** Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

**Appliances and Systems:** Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

**Size of Property or Improvements:** Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

**Environmental Hazards:** Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

**Off-Property Conditions:** By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

**Analysis of Agent Disclosures:** For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

**What this means to you:** An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

Buyer's Initials ( ) ( )

Seller's Initials ( DS ) ( )

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AVID REVISED 6/19 (PAGE 1 OF 3)

**AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)**



Northbrae Properties, Inc, 1600 Hopkins St. Berkeley, CA 94707  
Christian Thede

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Phone: 510.526.4336

Fax: 510.526.4836

1314 Spruce



If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_.

Inspection Performed By (Real Estate Broker Firm Name) Northbrae Properites Inc

Inspection Date/Time: 09/03/2019 10:00 Weather conditions: sunny

Other persons present: none

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

Entry (excluding common areas): No railing on front porch. No railing going up stairs. Some scratch marks on wood trim

Living Room: Windows are older. Some scuff marks and scratches on wood trim

Dining Room: Two prong ungrounded plugs. One side of pocket doors is scratched and can stick when operating

Kitchen: One plug by sink is not gfci  
Floor is laminate and resembles hard wood

Other Room: 1/2 bath - Some scratch marks around door

Hall/Stairs (excluding common areas): \_\_\_\_\_

Bedroom # 1 : Bedroom 1 - recently re-carpeted no track at bottom of closet doors.  
Deck is older. and floor of deck is removable.

Bedroom # 2 : Bedroom 2 - these floors were not recently refinished some staining and wear marks.  
Some two prong plugs. Open vent in ceiling of closet

Bedroom # 3 : Bedroom 3 - though foundation was replaced and supports replaced aproximatly 10 years ago Sloping was not corrected and can be felt close to windows above porch. Windows are older. Some damage of wood frame. Lights are wall lights

Bath # 1 : Upstairs bathroom - Attic access in ceiling. Heater fan is a bit noisy when on

Bath # 2 : Bathroom 2 - Step up into room. Scuff mark around Door.

Bath # \_\_\_\_\_ :

Other Room: Master bedroom - 2 prong plugs. Lights are wall mounted

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

DS  
DM





If this Property is a duplex, triplex, or fourplex, this AVID is for unit # \_\_\_\_\_.

Other Room: Study - Wood trim and built ins are scratched in some places. Plugs are older 2 prong plugs

Other: Breakfast room - Some quarter round trim is missing near door. Slight step up to rear door.

Other: Basement - Steeper narrow stairs to basement. No handrail on some parts. Some ungrounded plugs. Ceiling height in many places is less than 8'. Heater is older and some vent pipes are wrapped with a wrap that may contain asbestos.

Other: Laundry - Window is older and has small crack. Dryer is near heater and the vent is longer than normal to exit outside. Side exterior door is scuffed and missing trim around

☐ See Addendum for additional rooms/structures: \_\_\_\_\_

Garage/Parking (excluding common areas): \_\_\_\_\_

Exterior Building and Yard - Front/Sides/Back: \_\_\_\_\_

Other Observed or Known Conditions Not Specified Above: Spruce can be a busy street. JCC is next door.

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the Inspection) Northbrae Properties  
By Christian Thede Christian Thede Date 9/10/2019  
DocuSigned By: Christian Thede (Signature of Associate Licensee or Broker who performed the inspection)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understood and received a copy of this disclosure.

SELLER Daniel McLoughlin Daniel P McLoughlin Date 9/10/2019  
SELLER DocuSigned By: Daniel McLoughlin Date \_\_\_\_\_  
BUYER \_\_\_\_\_ Date \_\_\_\_\_  
BUYER \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm Representing Seller) Northbrae Properties  
By Christian Thede Christian Thede Date 9/10/2019  
DocuSigned By: Christian Thede (Associate Licensee or Broker Signature)

Real Estate Broker (Firm Representing Buyer) \_\_\_\_\_ Date \_\_\_\_\_  
By \_\_\_\_\_ (Associate Licensee or Broker Signature)

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AVID REVISED 6/19 (PAGE 3 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)

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1314 Spruce







CALIFORNIA  
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REAL ESTATE TRANSFER DISCLOSURE STATEMENT  
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)  
(C.A.R. Form TDS, Revised 4/14)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Berkeley, COUNTY OF Alameda, STATE OF CALIFORNIA, DESCRIBED AS 1314 Spruce St, Berkeley, CA 94709-1435.

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

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

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

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

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

**II. SELLER'S INFORMATION**

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

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

Seller ☐ is ☐ is not occupying the property.

A. The subject property has the items checked below: \*

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Range                | <input type="checkbox"/> Wall/Window Air Conditioning                   | <input type="checkbox"/> Pool:  |
| <input checked="" type="checkbox"/> Oven                 | <input type="checkbox"/> Sprinklers                                     | <input type="checkbox"/> Child Resistant Barrier  |
| <input type="checkbox"/> Microwave                       | <input checked="" type="checkbox"/> Public Sewer System                 | <input type="checkbox"/> Pool/Spa Heater:   |
| <input checked="" type="checkbox"/> Dishwasher           | <input type="checkbox"/> Septic Tank                                    | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Trash Compactor                 | <input type="checkbox"/> Sump Pump                                      | <input type="checkbox"/> Water Heater:  |
| <input checked="" type="checkbox"/> Garbage Disposal     | <input type="checkbox"/> Water Softener                                 | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Patio/Decking                                  | <input type="checkbox"/> Water Supply:  |
| <input checked="" type="checkbox"/> Rain Gutters         | <input type="checkbox"/> Built-in Barbecue                              | <input type="checkbox"/> City <input type="checkbox"/> Well                                   |
| <input type="checkbox"/> Burglar Alarms                  | <input type="checkbox"/> Gazebo   | <input type="checkbox"/> Private Utility or   |
| <input type="checkbox"/> Carbon Monoxide Device(s)       | <input type="checkbox"/> Security Gate(s)                               | Other _____   |
| <input type="checkbox"/> Smoke Detector(s)               | <input type="checkbox"/> Garage:  | <input checked="" type="checkbox"/> Gas Supply:   |
| <input type="checkbox"/> Fire Alarm                      | <input type="checkbox"/> Attached <input type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)           |
| <input type="checkbox"/> TV Antenna                      | <input type="checkbox"/> Carport  | <input type="checkbox"/> Window Screens   |
| <input type="checkbox"/> Satellite Dish                  | <input type="checkbox"/> Automatic Garage Door Opener(s)                | <input type="checkbox"/> Window Security Bars   |
| <input type="checkbox"/> Intercom                        | <input type="checkbox"/> Number Remote Controls _____                   | <input type="checkbox"/> Quick Release Mechanism on   |
| <input checked="" type="checkbox"/> Central Heating      | <input type="checkbox"/> Sauna  | Bedroom Windows   |
| <input type="checkbox"/> Central Air Conditioning        | <input type="checkbox"/> Hot Tub/Spa:                                   | <input type="checkbox"/> Water-Conserving Plumbing Fixtures                                   |
| <input type="checkbox"/> Evaporator Cooler(s)            | <input type="checkbox"/> Locking Safety Cover                           |   |
| Exhaust Fan(s) in <u>UNKNOWN</u>                         | 220 Volt Wiring in _____  | Fireplace(s) in <u>LR</u>   |
| <input type="checkbox"/> Gas Starter                     | <input checked="" type="checkbox"/> Roof(s) Type: <u>see Reports</u>    | 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): seller has no knowledge whether anything is or is not in operating condition

(\*see note on page 2)

Buyer's Initials ( ) ( )

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Seller's Initials

DS  
DM



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

Northbrae Properties, Inc. 1600 Hopkins St. Berkeley, CA 94707  
Christian Thede

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

Phone: 510.526.4336

Fax: 510.526.4836

1314 Spruce



Property Address: 1314 Spruce St, Berkeley, CA 94709-1435

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

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☐ No. If yes, check appropriate space(s) below.
☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)  
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components
(Describe: SEE Attachment)

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

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or 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. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

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

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☒ Yes ☐ No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property ☒ Yes ☐ No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☒ Yes ☐ No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☒ Yes ☐ No
6. Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☐ No
7. Any settling from any cause, or slippage, sliding, or other soil problems ☒ Yes ☐ No
8. Flooding, drainage or grading problems ☐ Yes ☐ No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements ☒ Yes ☐ No
11. Neighborhood noise problems or other nuisances ☒ Yes ☐ No
12. CC&R's or other deed restrictions or obligations ☐ Yes ☒ No
13. Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
15. Any notices of abatement or citations against the property ☐ Yes ☒ No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 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.): A Hatched

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials ( ) ( )

Seller's Initials PS DM ( ) ( )

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

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1314 Spruce





Property Address: 1314 Spruce St, Berkeley, CA 94709-1435

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

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 Daniel McLoughlin Date 9/10/2019Seller Daniel P. McLoughlin 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:**

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
- ☐ Agent notes no items for disclosure.
- ☐ Agent notes the following items: \_\_\_\_\_

Agent (Broker Representing Seller) Northbrae Properties  
(Please Print)By Christian Thede  
(Associate Licensee or Broker Signature)  
Christian ThedeDate 9/10/2019**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:**

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
- ☐ 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 Daniel McLoughlin Date 9/10/2019Seller Daniel P. McLoughlin Date \_\_\_\_\_

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

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

Agent (Broker Representing Seller) Northbrae Properties  
(Please Print)By Christian Thede  
(Associate Licensee or Broker Signature)  
Christian ThedeDate 9/10/2019Agent (Broker Obtaining the Offer) \_\_\_\_\_  
(Please Print)By \_\_\_\_\_  
(Associate Licensee or Broker Signature)

Date \_\_\_\_\_

**SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.****A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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 525 South Virgil Avenue, Los Angeles, California 90020

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

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1314 Spruce







CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 6/18)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as  
1314 Spruce St, Assessor's Parcel No. 60-2466-47,

situated in Berkeley, County of Alameda California ("Property").

II. 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 agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section VI.

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:

ARE YOU (SELLER) AWARE OF...

- |  |   |  |
|--|---|--|
| 1. Within the last 3 years, the death of an occupant of the Property upon the Property .....   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ..... | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 3. The release of an illegal controlled substance on or beneath the Property .....   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 4. Whether the Property is located in or adjacent to an "industrial use" zone .....  | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| (In general, a zone or district allowing manufacturing, commercial or airport uses.)   |   |  |
| 5. Whether the Property is affected by a nuisance created by an "industrial use" zone. ....  | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |
| 6. Whether the Property is located within 1 mile of a former federal or state ordnance location. ....  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| (In general, an area once used for military training purposes that may contain potentially explosive munitions.)   |   |  |
| 7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. ....                                 | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 8. Insurance claims affecting the Property within the past 5 years .....   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 9. Matters affecting title of the Property .....   | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 10. Material facts or defects affecting the Property not otherwise disclosed to Buyer .....  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| 11. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 .....                                 | <input type="checkbox"/> Yes            | <input type="checkbox"/> No            |

Explanation, or (if checked) see attached; SEE ATTACHED

Buyer's Initials ( ) ( )

Seller's Initials DS  
DM ( ) ( )

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SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Northbrae Properties, Inc., 1600 Hopkins St. Berkeley, CA 94707  
Christian Thede

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

Phone: 510.526.4336

Fax: 510.526.4836



1314 Spruce



Property Address: 1314 Spruce St, Berkeley, CA 94709-1435

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

**B. REPAIRS AND ALTERATIONS:****ARE YOU (SELLER) AWARE OF...**

1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ..... ☒ Yes ☐ No
2. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ..... ☒ Yes ☐ No
3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ..... ☒ Yes ☐ No
4. Any part of the Property being painted within the past 12 months. .... ☒ Yes ☐ No
5. Whether the Property was built before 1978. .... ☒ Yes ☐ No
  - (a) If yes, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed. .... ☐ Yes ☐ No
  - (b) If yes to (a), were such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule? .... ☐ Yes ☐ No

Explanation: Attached**C. STRUCTURAL, SYSTEMS AND APPLIANCES:****ARE YOU (SELLER) AWARE OF...**

1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ..... ☒ Yes ☐ No
2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) ..... ☐ Yes ☒ No
3. An alternative septic system on or serving the Property. .... ☐ Yes ☒ No

Explanation: Attached**D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:****ARE YOU (SELLER) AWARE OF...**

1. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ..... ☒ Yes ☐ No

Explanation: Attached**E. WATER-RELATED AND MOLD ISSUES:****ARE YOU (SELLER) AWARE OF...**

1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ..... ☒ Yes ☐ No
2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ..... ☒ Yes ☐ No
3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ..... ☒ Yes ☐ No

Explanation: Attached**F. PETS, ANIMALS AND PESTS:****ARE YOU (SELLER) AWARE OF...**

1. Pets on or in the Property ..... ☒ Yes ☐ No
  2. Problems with livestock, wildlife, insects or pests on or in the Property ..... ☐ Yes ☐ No
  3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... ☐ Yes ☐ No
  4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. .... ☒ Yes ☐ No
- If so, when and by whom \_\_\_\_\_

Explanation: AttachedBuyer's Initials ( ) ( )  
SPQ REVISED 6/18 (PAGE 2 OF 4)Seller's Initials ( DS ) ( )**SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48025 [www.ziplogix.com](http://www.ziplogix.com)

1314 Spruce





Property Address: 1314 Spruce St, Berkeley, CA 94709-1435

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

**G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:****ARE YOU (SELLER) AWARE OF...**

1. Surveys, easements, encroachments or boundary disputes ..... ☒ Yes ☐ No
2. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage ..... ☐ Yes ☐ No
3. Use of any neighboring property by you ..... ☐ Yes ☐ No

Explanation: A Hatched**H. LANDSCAPING, POOL AND SPA:****ARE YOU (SELLER) AWARE OF...**

1. Diseases or infestations affecting trees, plants or vegetation on or near the Property ..... ☐ Yes ☐ No
2. Operational sprinklers on the Property ..... ☐ Yes ☒ No
- (a) If yes, are they ☐ automatic or ☐ manually operated. .... ☐ Yes ☐ No
- (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ... ☐ Yes ☐ No
3. A pool heater on the Property ..... ☐ Yes ☒ No
- If yes, is it operational? ..... ☐ Yes ☐ No
4. A spa heater on the Property ..... ☐ Yes ☒ No
- If yes, is it operational? ..... ☐ Yes ☐ No
5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ..... ☐ Yes ☐ No

Explanation: A Hatched**I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)****ARE YOU (SELLER) AWARE OF...**

1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property. .... ☐ Yes ☐ No
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property ..... ☐ Yes ☐ No
3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement. .... ☐ Yes ☐ No

Explanation: A Hatched**J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:****ARE YOU (SELLER) AWARE OF...**

1. Any other person or entity on title other than Seller(s) signing this form ..... ☐ Yes ☒ No
2. Leases, options or claims affecting or relating to title or use of the Property ..... ☐ Yes ☒ No
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ..... ☐ Yes ☒ No
4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity ..... ☐ Yes ☐ No
5. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property? ☐ Yes ☐ No
6. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill? ..... ☐ Yes ☐ No

Explanation: A Hatched**K. NEIGHBORHOOD:****ARE YOU (SELLER) AWARE OF...**

1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks,

Buyer's Initials ( ) ( )

Seller's Initials

DS  
DM

SPQ REVISED 6/18 (PAGE 3 OF 4)

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)





Property Address: **1314 Spruce St, Berkeley, CA 94709-1435**

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

freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife

Explanation: \_\_\_\_\_

☒ Yes ☐ No**L. GOVERNMENTAL:****ARE YOU (SELLER) AWARE OF...**

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ..... ☐ Yes ☐ No
2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. .... ☐ Yes ☐ No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property ..... ☐ Yes ☐ No
4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ..... ☐ Yes ☐ No
5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ..... ☐ Yes ☐ No
6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed ..... ☐ Yes ☐ No
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ..... ☐ Yes ☐ No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District ..... ☐ Yes ☐ No
9. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ..... ☐ Yes ☐ No

Explanation: \_\_\_\_\_

*See Attached***M. OTHER:****ARE YOU (SELLER) AWARE OF...**

1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. .... ☐ Yes ☐ No
- (If yes, provide any such documents in your possession to Buyer.)
2. Any occupant of the Property smoking on or in the Property. .... ☐ Yes ☐ No
3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ..... ☐ Yes ☐ No

Explanation: \_\_\_\_\_

*See Attached*

VI. ☐ (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

**Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.**

Seller \_\_\_\_\_

*Daniel McLoughlin**Daniel P McLoughlin*Date **9/10/2019**

Seller \_\_\_\_\_

*DocuSigned By: Daniel McLoughlin*

Date \_\_\_\_\_

**By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.**

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

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**SPQ REVISED 6/18 (PAGE 4 OF 4)****SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 4 OF 4)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

1314 Spruce



## TDS EXHIBIT A

### II SELLERS INFORMATION

A. 1314 Spruce St. Berkeley has the items checked below (read across):

Appliances: The kitchen appliances were installed in approximately 2000 and perhaps earlier and any or all of them need to be replaced or repaired.

Heating System is older and there is only one heat vent on the second floor.

Sump Pump There may be a Sump Pump. A French Drain installed in about 2008, and I don't think the Sump Pump has not been necessary since that time and it may have been removed.

Fireplace. I recall last using the fireplace about 6 – 8 years ago but I don't recall ever having the chimney cleaned or the fireplace inspected and I have no idea as to its functioning or fitness.

Roof I replaced the roof in about 2000, but I don't know its current condition or remaining useful life.

B. Significant defects/malfunctions in any of the following

I've been told that the home was built in 1904 and any buyer should be prepared to accept the shortcomings of a house that is more than 115 years old. I don't know what improvements prior owners did before I purchased in 1987 but I've done the following: replaced the outdoor siding in approximately 2008; replaced the driveway in approximately 2016. Otherwise, much of the house retains its original lathe and plaster walls, ceilings, some electrical and plumbing. The ceilings and walls throughout are believed to be original to the house. Most of the windows are older and a few may even be original to the house. They are not as efficient for retraining heat as newer windows. I had insulation put into the attic in about 1988 but otherwise I don't think there is insulation. The chimney should be inspected. Buyer[s] should satisfy themselves through whatever inspections and investigations they wish to undertake.

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

1. I think there is asbestos in various parts of the house. Buyer[s] should check or test for this if it is a concern.
2. I think that the fences that surround the property on all three sides are shared in common with the respective neighbors except for the one on the north which I think is solely the responsibility of that neighbor. The southerly fence was replaced within the past three years, and I shared the cost of replacing it equally with the neighbor. The fence on the northerly side of the property was replaced by the neighboring owner at their own cost roughly 10 – 15 years ago. The fence at the rear yard has been propped up periodically and is in need of replacement.



I don't know if the location of the rear and south fences conform to actual property lines and a survey should be obtained if buyer[s] want confirmation as to boundary lines.

3. Other than what might be shown on the preliminary report, I don't know if there are easements or similar matters, although the neighbor to the rear has twice trimmed their trees at my request to preserve my views, most recently about 4 or 5 years ago. No promises going forward.

4. Other than the roof repair in about 2000, the foundation and French drain repair in about 1988 and 2008 and the first floor breakfast room remodel in about 1988, I don't think that permits were obtained for anything that was done at the property, nor do I know if the property was up to code then or now.

5. I have no idea whether or not the property is in compliance with current building codes and buyer should consult with appropriate professionals in this regard. Buyer needs to assess and determine this.

6. Unknown.

7. There is settling throughout the house and Buyer should consult with engineers or other professional s to assess this

8. There was regular winter water intrusion in the front part of the basement until about 2008 when I had a French Drain installed. There was small but periodic leaking on first floor back door that I believe was corrected by placement of an awning. Buyer and buyers' consultants should inspect this.

9. I don't know of any damage from fire, earthquake, floods, or landslides

10. I don't know about zoning violations, nonconforming uses, violations of "setback" requirements, etc., although there may be any or all of those. Buyer should consult with whatever experts are appropriate to determine this. It seems likely that the setback and other zoning requirements have changed since the property was constructed in about 1904 and Buyer should satisfy him or herself in this regard.

11. I have lived at the property only occasionally since about 2010 and not at all since June 2016. Still, Spruce is a busy street. Berkeley is often a haphazard place with a pervasive and general acceptance of the offbeat, the fringe, the dispossessed. Live Oak Park has various events, especially in the Sumer and these generate traffic and noise. Beth El is right next door and it has periodic events on High Holidays and summer camp activities. I don't know if any of this rises to the level of a "nuisance" and this is for the Buyer to determine. Buyer can obtain a copy of Beth El's Conditional Use Permit from the City to determine some of this. Berkeley has higher taxes and fees than most cities in the Bay Area. Buyer can contact the City of Berkeley agencies and/or access the website called LOCCNA <https://sites.google.com/site/locnasite/home> to get more information about neighborhood issues, concerns and activities.

15. I am not aware of any such notices but I've also rarely been to or at the property since approximately June 2016 and I do not know about any such notices or proceedings.

## **SELLER PROPERTY QUESTIONNAIRE**

## **V. SELLER AWARENESS:**

### **A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:**

#### Explanation

4 & 5. I don't know the precise use to which the northerly neighbor (Congregation Beth el) is permitted, but I think they basically operate a synagogue and school and ancillary activities. I like them. The question asks about an "industrial zone" or a "commercial use." I have no idea. See also section C 11 above.

Cordonices Creek, Live Oak Park and other public places are nearby as is the Berkeley Rose Garden and Cordonices Park, among others.

10. I've tried to remember and disclose everything I know. However, and as provided in the AS IS addendum and elsewhere in these disclosure statements, I expect the Buyer to take the responsibility of assuring himself or herself that the property is suitable and meets their expectations. Buyer should review all inspection reports and pursue all recommendations made in them and to conduct his and/or her own inspections to make sure the property is suitable for Buyer's intended purpose. I'm giving my best recollection, but my memory is not what it once was and, either way, my intention is that all of this be superseded by the inspection reports and due diligence undertaken by Buyer and buyer must proceed according if he or she wants to purchase the property.

11. I do not know whether any of the plumbing fixtures are compliant with water conservation provisions or with anything else and directs Buyer to a licensed plumber to make such determination.

### **B. REPAIRS AND ALTERATIONS:**

#### ARE YOU (SELLER) AWARE OF ...

1. Any alterations, modifications....

I don't remember them all, but I will invite any contract Buyer to submit written questions to me for further responses. The breakfast room was added in about 1988 and the upstairs rear room was braced at that time. The two decks were also added then. The kitchen and upstairs bathrooms were remodeled in about 2000. The roof was replaced in about 2000. The basement garden level room was added in about 2002. The downstairs floors were sanded in about 2000. The upstairs floors were sanded in about 2005. And lights in the living room ceiling were added in about 2007. The downstairs bathroom was remodeled in about 2016 and the kitchen floor was replaced at that time. The outside rear door was repaired, some damaged wood replaced and the awning was added in about 2016. Two unfinished walls and doors were added to the basement in about 2016. The entire house was painted in anticipation of sale and other things were repaired and/or replaced during that time.



2. Insulation material of some kind was blown into the attic in about 1988. The toilets were all replaced about the times the bathrooms were re-modeled and I think but I'm not certain that then-water compliant toilets were installed. A plumber would probably know this.

3. I don't recall anything specific or out of the ordinary. Probably maintain the decks. Probably remove leaves etc. from roof drains although I've not done that in many years. Clean the fireplace and fireplace vent. Maintain home systems such as heating and the appliances. See the inspection report and other reports and get someone to review everything so that Buyer knows precisely what is the anticipated and/or recommended maintenance schedule, all bearing in mind that the house is approximately 115 years old.

4. Most of the interior of the house, except perhaps one of the bedrooms and parts of the basement was painted during July and August 2019.

5. (a) I don't know what was done in this regard prior to August 1987. After that, various work was done as outlined elsewhere but I don't know if there was ever any sanding, cutting and/or demolition of lead-based paint surfaces started or completed but buyer should assume that such work was done.

(b) I don't know if there were any renovations within the meaning of this section 5 and if any such renovations were performed, I have no idea whether they were done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule but buyer should assume that if such work was done, it was NOT done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule.

### **C. STRUCTURAL, SYSTEMS AND APPLIANCES:**

1. All of the systems described in this section C 1 are old and should be thoroughly inspected and probably replaced. Buyer[s] should review the other sections in the disclosure statement and more importantly, the reports and analyses that Buyer[s] obtain.

Otherwise, I don't know of current or specific problems.

However, I recall the following:

Once, when my two children were young, and in about 1997, they decided to leap together with a couple of their friends of the same general ages, from the landing on the front stairs on to the front hall floor and this caused some of the living room ceiling plaster to come loose and I had it repaired.

I'm told that children of tenants at the property allowed the smaller upstairs bathroom shower drain to become blocked and for water to overflow from it.

As stated elsewhere, the roof and gutters were replaced in about 2000. In about 2007 I covered the brick fireplace in the living room with the tiles that are there now.

In about 1995 I cut down a redwood in the back yard (the stump remains) and braced the backyard retaining wall that is at the lower part of the back yard. . Over the years, I brought 8 – 10 cubic yards of soil, gravel, stone and mulch on to the property and planted in the front, side and rear yards.

#### **D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**

1. I don't know what happened before August 1987. I vaguely recall, in about 1992 having water damage in the breakfast room from a tree limb that fell (the trees in question were removed by the neighbor that owned them in about 2005. I made a claim against the northerly neighbor for damage caused by trees to the prior fence. The claim was resolved in roughly 2005, the fence was replaced and the trees removed.

#### **E. WATER-RELATED AND MOLD ISSUES:**

See answers to prior questions that asked a similar question. In addition, I remember that in about 1995 there was a leak in the middle dining room window. I had it repaired and I haven't noticed a problem since. Please inspect this and any other items that might have or lead to water penetration. In about 2000 there was a water overflow cause by the shower drain in the smaller upstairs bathroom being blocked. The first floor rear door area had occasional water penetration during wind driven rain but I repaired and replaced the damaged wood and installed an awning in about 2016. I believe that these repairs solved the problem but buyer must have this area inspected by a professional before reaching any conclusions in this regard. Also, and as mentioned elsewhere, there was regular winter leaking in the basement at the front or easterly basement wall but this was corrected in about 2008 when a French Drain was installed.

2. I don't know of anything responsive to this question although the inspection report Prepared by JMC Building Inspections says the soil near the front of the house is damp. See the report and have an appropriate expert review all this

3. Cordonices Creek runs north of the property but I don't know whether this affects the Property in any way. Buyer must consult with a soils engineer or other appropriate expert to determine this. I understand that there are underground creeks in an around much of the east bay hills and, again, Buyer should make whatever further investigation to satisfy him/her self in this regard.

#### **F. PETS, ANIMALS AND PESTS: ARE YOU (SELLER) AWARE OF ...**

1. We had fish, a canary, a dog and probably other pets. We 'cat sat' more than once but probably no pets since about 2015 unless the tenants at the property brought some to the house after June 2016, but I do not know this.



2. I recall one or two times when neighborhood chickens wandered onto the property. Over the years, there were occasional ant intrusions, usually, it seemed, when summer is at its driest or winter at its wettest. These were eradicated with 'over the counter' hardware store remedies. Contact a pest company for a more reliable assessment. All around the neighborhood there are possum, rats, mice, raccoons and other small mammals not to mention deer that are surprising at first but not for long. There was even the story of a mountain lion that made its way to All Souls Church about three blocks away. Once, when I forgot to close a basement window, raccoons entered and ate a considerable quantify of the dog food that was stored in a bag nearby, resulting in considerable consternation for the dog and everyone else. The raccoons begrudgingly left when confronted with a broom stick and I did not see them again, at least not in the house.

#### G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

1. I think the neighbor to the north obtained a survey when it developed the property in about 2005. Easements would probably be disclosed on the preliminary report. I'm not aware of encroachments, but if Buyer wants assurances in this regard, get a survey. As mentioned elsewhere, the neighbor to the south and I jointly replaced the fence along the common boundary but no survey was obtained so we are not certain if the fence marks the actual boundary line, but its where the prior fence had been for decades and it seemed close enough.

2. I allowed the neighbor to the south to use my driveway if this was necessary or convenient for workers to have access to make repairs to their property.

#### H. LANDSCAPING, POOL AND SPA:

1. Unknown. Engage a plant expert and/or contact the city of Berkeley

2. – 5. There are no sprinklers, pool, spa, waterfall, pond, stream, or other water-related decor including any ancillary equipment, including pumps, filters, and heaters and cleaning systems at the property.

#### I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

I believe there are no subdivision or similar restrictions. See the preliminary report for confirmation.

#### J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS: ARE YOU (SELLER) AWARE OF

4. I don't know of any such fees and/or assessments.

5. I don't know of any such lien and/or assessments.

6. I don't know of any such lien and/or assessments.



K. NEIGHBORHOOD:

Again, I have not lived at the property except occasionally since about 2010 and not at all since June 2016. There are far more reliable ways than this to assess this. I suggest that Buyer spend several hours at different times of the day and night and walk around the neighborhood. Berkeley is a busy and congested place. Spruce is a busy street. Berkeley is often a haphazard and noisy place. Live Oak Park has various events, especially in the Summer and these generate traffic and noise. Beth El is right next door and it has periodic events on High Holidays and summer camp activities. I don't know where Beth El's HVAC system is located. Check with them. Buyer can obtain a copy of Beth El's Conditional Use Permit from the City to determine some of this and/or contact Beth El directly. Berkeley has higher taxes and fees than most cities in the Bay Area.

Access the website called LOCCNA <https://sites.google.com/site/locnasite/home> to get a sense of neighborhood issues, concerns and activities.

L. GOVERNMENTAL:

2. Berkeley has a rent control ordinance. I've heard in the news that the state of California is considering a form of state wide rent control.

7. There are probably restrictions pertaining to Cordinices creek.

M. OTHER: ARE YOU (SELLER) AWARE OF ...

1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, etc.

\_\_\_\_\_  
51BE9BE0A0E84B1  
*Daniel McLoughlin*  
DocuSigned By: Daniel McLoughlin  
Seller

9/10/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## HOMEOWNERS BOOKLET RECEIPT

Property Address: 1314 Spruce, Berkeley

To Whom It May Concern: I have received a copy of the Mold Chapter, the Home Energy Rating System (HERS) booklet, and the full "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," which includes the federal Lead booklet and the "Homeowners Guide to Earthquake Safety."

_____, 201__	_____	_____	_____
DATE	TIME	SELLER'S SIGNATURE	PRINTED NAME

_____, 201__	_____	_____	_____
DATE	TIME	SELLER'S SIGNATURE	PRINTED NAME

_____, 201__	_____	_____	_____
DATE	TIME	BUYER'S SIGNATURE	PRINTED NAME

_____, 201__	_____	_____	_____
DATE	TIME	BUYER'S SIGNATURE	PRINTED NAME





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# WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: **1314 Spruce St, Berkeley, CA 94709-1435**

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

## WATER HEATER STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development.
- 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.

9/10/2019

Seller *Daniel McLoughlin* Daniel P McLoughlin Date \_\_\_\_\_  
(Signature) (Print Name)  
DocuSigned By: Daniel McLoughlin  
Seller \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

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

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

## SMOKE DETECTOR STATEMENT OF COMPLIANCE

- STATE LAW:** California Law requires that (i) 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) and (ii) all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors. If the Property is a manufactured or mobile home, Seller shall also file a required Statement with the Department of Housing and Community Development (HCD).
- EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

9/10/2019

Seller *Daniel McLoughlin* Daniel P McLoughlin Date \_\_\_\_\_  
(Signature) (Print Name)  
DocuSigned By: Daniel McLoughlin  
Seller \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

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

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WHSD REVISED 11/10 (PAGE 1 OF 1)

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

Northbrae Properties, Inc, 1600 Hopkins St. Berkeley, CA 94707  
Christian Thede

Phone: 510.526.4336 Fax: 510.526.4836  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



1314 Spruce





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## WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE

(C.A.R. Form WCMD, 12/16)

Property Address: 1314 Spruce St, Berkeley, CA 94709-1435

### 1. WATER-CONSERVING PLUMBING FIXTURES

#### A. INSTALLATION:

**(1) Requirements:** (a) Single-Family Properties. California law (Civil Code §1101.4) requires all single-family residences built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2017. (b) Multifamily and Commercial Properties. Civil Code §1101.5 requires all multifamily residential and commercial properties built on or before January 1, 1994 to be equipped with water-conserving plumbing fixtures after January 1, 2019. Additionally, on and after January 1, 2014, a multifamily residential and commercial property built on or before January 1, 1994 that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval if the alteration or improvement increases floor area space by more than 10 percent, or has a cost greater than \$150,000, or for any room in a building which requires a building permit.

**(2) Exceptions:** These requirements do not apply to (i) registered historical sites, (ii) real property for which a licensed plumber certified that, due to the age or configuration of the property or its plumbing, installation of water-conserving plumbing fixtures is not technically feasible, or (iii) a building for which water service is permanently disconnected. Additionally, there is a one-year exemption for any building slated for demolition, and any city or county that has adopted a retrofit requirement prior to 2009 is itself exempt. (Civil Code §§1101.6, 1101.7, and 1101.9.)

**B. Disclosure of Water-Conserving Plumbing Fixtures:** Although the installation of water-conserving plumbing fixtures is not a point of sale requirement, California Civil Code §§1101.4 (single family properties beginning 2017) and 1101.5 (multifamily and commercial properties beginning 2019) require the seller to disclose to the buyer the requirements concerning water-conserving plumbing fixtures and whether the property contains any noncompliant water fixtures.

**C. Noncompliant Water Fixtures:** Noncompliant water fixtures are any of the following: (i) any toilet manufactured to use more than 1.6 gallons of water per flush, (ii) any urinal manufactured to use more than one gallon of water per flush, (iii) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute, (iv) any interior faucet that emits more than 2.2 gallons of water per minute. (Civil Code §1101.3.) Buyer and Seller are each advised to consult with their own home inspector or contractor to determine if any water fixture is noncompliant.

### 2. CARBON MONOXIDE DETECTORS:

#### A. INSTALLATION:

**(1). Requirements:** California law (Health and Safety Code §§13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed and that all other types of dwelling units intended for human occupancy have carbon monoxide detectors installed on or before January 1, 2013. The January 1, 2013 requirement applies to a duplex, lodging house, dormitory, hotel, condominium, time-share and apartment, among others.

**(2). Exceptions:** The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage. The law does not apply to dwelling units owned or leased by the State of California, the Regents of the University of California or local government agencies. Aside from these three owner types, there are **no other owner exemptions** from the installation requirement; it applies to all owners of dwellings, be they individual banks, corporations, or other entities. There is no exemption for REO properties.

**B. DISCLOSURE OF CARBON MONOXIDE DETECTORS:** The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobile home Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

Buyer/Tenant Initials ( ) ( )

Seller/Landlord Initials ( DM ) ( )

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WCMD 12/16 (PAGE 1 OF 2)

WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 1 OF 2)

Northbrae Properties, Inc, 1600 Hopkins St. Berkeley, CA 94707  
Christian Thede

Phone: 510.526.4336 Fax: 510.526.4836  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

1314 Spruce



Property Address: 1314 Spruce St, Berkeley, CA 94709-1435

**C. COMPLIANCE WITH INSTALLATION REQUIREMENT:** State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation. A transfer of a property where a seller, as an owner, has not installed carbon monoxide detectors, when required to do so by law, will not be invalidated, but the seller/owner could be subject to damages of up to \$100, plus court costs and attorney fees. Buyer and Seller are each advised to consult with their own home inspector, contractor or building department to determine the exact location for installation of carbon monoxide detectors. Buyer is advised to consult with a professional of Buyer's choosing to determine whether the property has carbon monoxide detector(s) installed as required by law, and if not to discuss with their counsel the potential consequences.

- 3. LOCAL REQUIREMENTS:** Some localities maintain their own retrofit or point of sale requirements which may include the requirement that water-conserving plumbing fixtures and/or a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

The undersigned hereby acknowledge(s) receipt of a copy of this Water-Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice.

<b>Seller/Landlord</b>	51BE9BE0A0E84B1 <i>Daniel McLoughlin</i>	<b>Daniel P McLoughlin</b>	<b>Date</b>
	(Signature)	(Print Name)	9/10/2019
<b>Seller/Landlord</b>			<b>Date</b>
	(Signature)	(Print Name)	
<b>Buyer/Tenant</b>			<b>Date</b>
	(Signature)	(Print Name)	
<b>Buyer/Tenant</b>			<b>Date</b>
	(Signature)	(Print Name)	

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WCMD 12/16 (PAGE 2 OF 2)

**WATER-CONSERVING PLUMBING FIXTURES AND CARBON MONOXIDE DETECTOR NOTICE (WCMD PAGE 2 OF 2)**





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 11/10)

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 1314 Spruce St, Berkeley, CA 94709-1435, on property known as: 1314 Spruce St, Berkeley, CA 94709-1435 ("Property") in which Daniel P McLoughlin is referred to as Buyer or Tenant and Daniel P McLoughlin 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.

**EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information.

**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.**

Daniel McLoughlin

9/10/2019

Seller or Landlord Daniel P McLoughlin

Date

Seller or Landlord

Date

© 1996-2010, California Association of REALTORS®, Inc.

Buyer's Initials ( ) ( )



FLD REVISED 11/10 (PAGE 1 OF 2)

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

Northbrae Properties, Inc, 1600 Hopkins St. Berkeley, CA 94707  
Christian Thede

Phone: 510.526.4336 Fax: 510.526.4836  
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1314 Spruce



Property Address: 1314 Spruce St, Berkeley, CA 94709-1435

Date \_\_\_\_\_

**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.**

Northbrae Properties

(Please Print) Agent (Broker representing Seller or Landlord)

By

Christian Thede

9/10/2019

Associate-Licensee or Broker Signature  
Christian Thede

Date

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

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

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

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

Buyer or Tenant

Date

Buyer or Tenant

Date

**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

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

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

By

Agent (Broker obtaining the Offer)

Associate-Licensee or Broker Signature

Date

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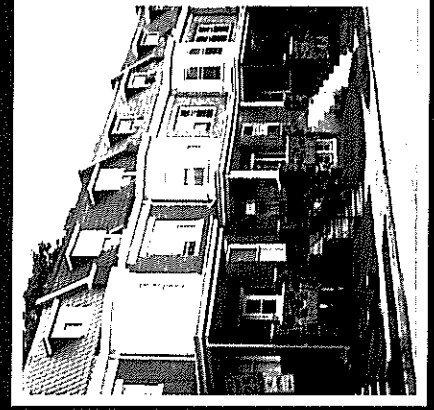
**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 2 OF 2)**Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

1314 Spruce

## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



# Protect Your Family From Lead in Your Home



United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development



## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

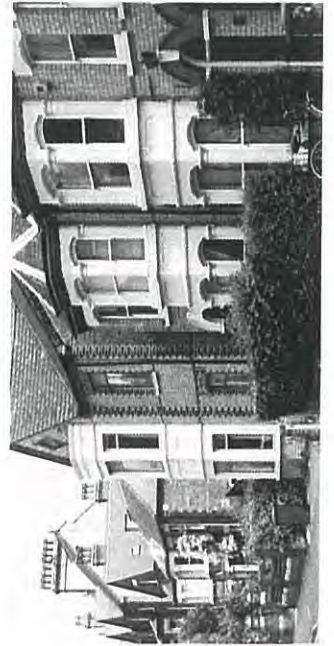
- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



RECEIVED AND READ  
DATE \_\_\_\_\_

51BE9BE0A0E84B1

Daniel McLoughlin

DocuSigned By: Daniel McLoughlin

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
cpsc.gov or saferproducts.gov

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
September 2013

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.



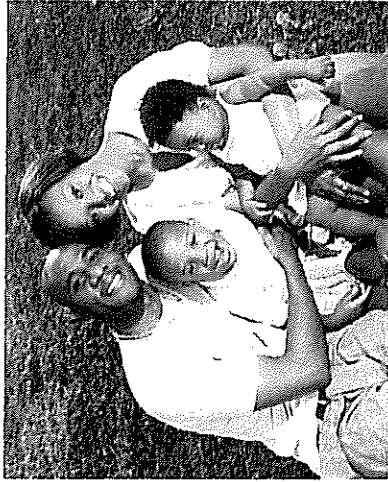
## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## U.S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact

U.S. EPA Region 1

5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912

(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact

U.S. EPA Region 2

2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679

(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact

U.S. EPA Region 3

1650 Arch Street  
Philadelphia, PA 19103

(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact

U.S. EPA Region 4

AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303

(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact

U.S. EPA Region 5 (DT-8J)

77 West Jackson Boulevard  
Chicago, IL 60604-3666

(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact

U.S. EPA Region 6

1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733

(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact

U.S. EPA Region 7

11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219

(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact

U.S. EPA Region 8

1595 Wynkoop St.  
Denver, CO 80202

(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact

U.S. EPA Region 9 (CMD-4-2)

75 Hawthorne Street  
San Francisco, CA 94105

(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact

U.S. EPA Region 10

Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101

(206) 553-1200

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

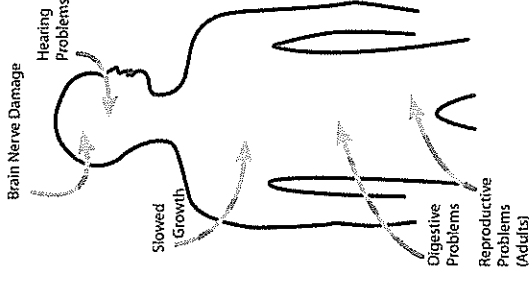
## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



## Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Other Sources of Lead

**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](http://epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.

- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.

- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>

- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.

- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:

- Open-flame burning or torching
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
- Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.



## Identifying Lead-Based Paint and Lead-Based Paint Hazards

---

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Reducing Lead Hazards, continued

---

**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high-fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.



## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

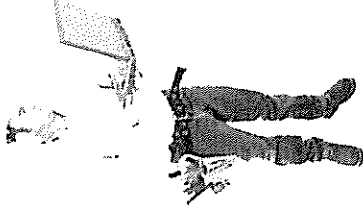
- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples



- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

# Residential Earthquake Hazards Report (2005 Edition)

NAME <b>Daniel P McLoughlin</b>		ASSESSOR'S PARCEL NO <b>60-2466-47</b>
STREET ADDRESS <b>1314 Spruce St</b>		YEAR BUILT <b>1904 I believe</b>
CITY AND COUNTY <b>Berkeley Alameda</b>	ZIP CODE <b>94709-1435</b>	

Answer these questions 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 house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

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

To be reported on the  
Natural Hazards Disclosure  
Report

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 corrected one or more of these weaknesses, describe the work on a separate page.

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.

EXECUTED BY

*[Signature]*

(Seller)

**Daniel P McLoughlin**

(Seller)

*09/09/19*

Date

I acknowledge receipt of this form, completed and signed by the 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)

(Buyer)

Date

This earthquake disclosure is made in addition to the standard real estate transfer disclosure statement also required by law.

*Buyer is directed To a Structural Engineer To*  
The Homeowner's Guide to Earthquake Safety *confirm the above*<sup>47</sup>

Keep your copy of this form for future reference





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**VERIFICATION OF PROPERTY CONDITION**  
**(BUYER FINAL INSPECTION)**  
 (C.A.R. Form VP, Revised 4/07)

(C.A.R. Form VP, Revised 4/07)

Property Address

1314 Spruce St, Berkeley, CA 94709-1435

The purpose of this inspection is to satisfy Buyer regarding the condition of the Property. Buyer and Seller understand and agree that unless otherwise agreed in the prior contractual agreement between Buyer and Seller: (i) a final inspection is not a contingency of the purchase and sale, and (ii) the inspection or waiver is not intended in any way to alter the contractual obligations of Seller regarding the condition of Property to be delivered to Buyer at possession date. The inspection or waiver is not based upon any statement or representation by Broker(s), Associate-Licensee(s) or brokerage employees. The undersigned agree to hold Broker(s), Associate licensees and brokerage employees harmless from any liability, claims, demands, damages or costs arising out of the contractual obligations of Buyer and Seller concerning the condition of Property.

1. Buyer acknowledges that: (1) Property is in substantially the same condition as on the date of acceptance of the offer to purchase/sell; and (2) Seller has completed any repairs, alterations, replacements or modifications as agreed to by Buyer and Seller with the following exceptions:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

The evaluation of the condition of the Property, including any items listed above, is based upon a personal inspection by Buyer and/or tests, surveys, inspections, or other studies performed by inspector(s) selected by Buyer.

OR (if checked):

2. Broker recommends that Buyer conduct a final inspection. If Buyer does not do so, Buyer is acting against the advice of the Broker.

☐ Buyer waives the right to conduct a final inspection.

Receipt of a copy is hereby acknowledged.

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

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

Date \_\_\_\_\_ Seller \_\_\_\_\_

---

*Daniel P McLoughlin*

Date \_\_\_\_\_ Seller \_\_\_\_\_

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VP REVISED 4/07 (PAGE 1 OF 1)



**VERIFICATION OF PROPERTY CONDITION (VP PAGE 1 OF 1)**

Northbrae Properties, Inc, 1600 Hopkins St. Berkeley, CA 94707  
Christian Thede Produced with z

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Phone: 510.526.4336

Fax: 510.526.4836

1314 Spruce

## ALAMEDA COUNTY DISCLOSURES AND DISCLAIMERS ADVISORY

*(This form is intended for use with the California Association of REALTORS®  
form "Statewide Buyer and Seller Advisory")*

This Advisory is intended for use in Alameda County, including all cities and unincorporated areas of the County.  
Please read it carefully along with any local Advisories or local disclosures and Seller or Agent Disclosures  
relating to the Property.

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## INTRODUCTION

This Advisory provides general information about selling and buying real property in Alameda County and is effective as of April of 2019. It is not intended to be a comprehensive guide to buying real estate nor is it designed to alarm Buyers and Sellers. Although this Advisory does not limit any legal duty of real estate brokers, it does point out some limitations on real estate brokers' duties. This Advisory points out that when purchasing something as important and valuable as real estate, Buyers have a legal responsibility to protect themselves by taking special precautions to investigate the issues detailed in this Advisory and any other issues which impact the use, value or desirability of the Property; consult with the appropriate experts and/or governmental agencies. Do not just rely on real estate brokers or Sellers as sources for all information. When Buyers have questions, doubts or concerns, they should conduct their own Investigation with their own chosen professionals. For more information about the areas covered by this Advisory, Buyers can go online at the sites referenced at the end of this Advisory.

The information in this Advisory may change over time and/or new issues may develop due to actions taken at the federal, state, county, city and/or private, local level. Some of the issues that are covered in this Advisory are point of sale or retrofit requirements that may also get triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and/or development of the Property.

- Sellers must disclose anything that is known to the Sellers that materially affects the value or desirability of the Property. Sellers who need help in completing their disclosure obligations should consult with their own qualified, California real estate attorney; Brokers cannot determine the legal sufficiency of any disclosure.
- Sellers should conduct a diligent search of their documents to determine if they have any reports, disclosures, repair estimates and invoices (of any age) or other information which relate to the Property or the issues in this Advisory and provide a copy of that material to Buyers preferably with the Sellers' disclosure documents regardless of which disclosure forms are used.
- Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Real Estate Transfer Disclosure Statement and the Supplemental Property Questionnaire, if provided by Seller.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory as well as those issues that are not referenced in this Advisory to the extent that those additional issues may affect the Buyers' determination of the use, value, desirability or development of the Property. That investigation should take place prior to the Buyer's removal or waiver of any investigation contingency. Buyers are urged to:
  - Carefully read the information contained in all advisories, pamphlets, disclosures, inspections, and/or reports that Buyers receive from any source.
  - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in the documents received by Buyers from any source.
  - Thoroughly and thoughtfully inspect and evaluate the Property and, in so doing, meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers.
- Buyers need to inquire into any additional matters (beyond those in this Advisory) to the extent that those additional issues affect the Buyers' determination of the use, value, desirability or development of the Property.
- Buyers must bear in mind that a Property may suffer defects and deficiencies which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some people may be more sensitive than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract or other factors such as Homeowners' Association requirements.

- Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyers.
- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

The real estate licensees involved in the transaction do not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of the information contained herein as it relates to a specific real property transaction.

## A. MARKET CONDITIONS ADVISORY

Real estate markets are cyclical. It is impossible to predict what market conditions will be at any given time. The ultimate decision of how much to offer on any property rests with Buyers. Buyers need to decide what they are willing to pay in light of market conditions and their own financial resources. Buyers must also decide what type of offer to make in recognition of existing market conditions. Purchase price is not a simple calculation based upon square footage but an agreement as to what Buyers will pay and what Sellers will accept.

Real estate brokers traditionally recommend that Buyers protect themselves by conditioning their purchase on an inspection of the Property so that the Buyers can be assured that the Property meets their needs. In some markets, many Buyers are choosing to forego that sage advice so that their offer is more attractive to Sellers. If, after making an offer without an investigation contingency, Buyers become aware of an aspect of the condition of the Property that affects its value or desirability, Buyers may still be required to proceed to purchase the Property or possibly pay damages to the Seller, which may be the deposit in escrow. If this is a condition that must subsequently be repaired, Buyers may have no legal recourse against any of the parties in the transaction after escrow closes, including the Seller, the brokers or the inspectors, and then the Buyers may have to pay to correct those problems.

Waiving the right to have a contingency regarding inspection of the property does not necessarily waive the Buyers' right to access the Property, even if the Property is being sold "AS IS". Regardless of whether there is an investigation contingency, Broker recommends that prospective Buyers have the Property thoroughly inspected by their own experts prior to the close of escrow.

The lender's approval of financing includes the lender's determination that (1) Buyers are creditworthy and can afford to make the mortgage payments and (2) that the Property appraises for at least the principal amount of the loan. Even if Buyers have obtained a pre-qualification or pre-approval letter from a lender, the lender may not ultimately approve the loan if the lender's appraiser determines that the Property's fair market value is less than the amount of the purchase price or if the Buyers' financial/employment situation has changed. If there is no financing contingency and the Property does not "appraise", Buyers may not be able to afford to make up the difference between the loan amount applied for and the loan amount actually offered by the lender. Under those circumstances, Buyers may not be able to perform on Buyers' contractual obligations. This could then result in the Buyers paying damages to the Seller. **It is a serious risk for Buyers to eliminate from the purchase contract their right to have a financing and/or appraisal contingency if they intend to secure a loan.**

## B. GENERAL PROPERTY ADVISORIES

1. **EXISTING HOUSING STOCK:** Many properties have been built under different building codes and may not accommodate current or future personal property items such as electric cars. Regardless of its age, Buyers should have the Property inspected by a competent property inspector and obtain additional inspections recommended in any inspection report, or as may be necessary for Buyers to determine the actual condition of the Property. The Property's components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and may be subject to failure without notice. In addition, not all components, improvements or fixtures of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall, which may be defective, create problems with the use or value of other



aspects of the home and/or may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the life span and/or functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and to plan/budget for maintenance and future repairs.

2. **FLOORS AND WALLS:** The personal property of the Seller may make a visual inspection of floors and walls difficult. The existence of certain types of floor coverings, such as carpeting and rugs, as well as certain types of wall coverings, such as wallpaper and paneling, and furniture prevent inspectors and brokers from inspecting the condition of the floors and walls beneath those materials. When exposed, these areas may have a different pattern of wear or shade of color. If Buyers wish to determine the condition of the floors and walls beneath such coverings, Buyers will need to secure the written authorization of the Seller to conduct investigations with appropriate professionals since removal of floor coverings may be required.
3. **TEMPERED GLASS:** Many homes contain glass that IS NOT tempered in locations where tempered glass IS required by building regulations. Buyers are advised to have a contractor's inspection to identify the presence of any glass that is not properly tempered before removing a physical investigation contingency. Buyers should consider replacing any non-tempered glass with tempered glass to reduce the risk of injury.
4. **FIREPLACES; WOOD-BURNING APPLIANCES:** Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Smoke Rule, Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM<sub>2.5</sub>, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short-term and long-term health effects, including eye, nose and throat irritation, reduced lung function, asthma, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM<sub>2.5</sub> levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM<sub>2.5</sub> exposure. Buyers should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when the air quality is unhealthy and when a Winter Spare the Air Alert is issued, call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.sparetheair.org](http://www.sparetheair.org).

The information in **Paragraph 4** was provided by BAAQMD. Brokers have not verified and will not verify any of the information provided by BAAQMD.

5. **SQUARE FOOTAGE AND LOT SIZE:** Different sources of size information including but not limited to Sellers and Appraisers often provide different square footage or lot size numbers for a property; public records may be, and often are, inaccurate and thus there are frequently discrepancies in the advertised sizes. Buyers are advised that square footage and/or lot size numbers, which may be obtained from various sources such as public records, MLS and others and are provided to Buyers regarding the Property are not, and will not be, verified by Sellers or the real estate agents. Buyers should obtain a specific disclosure regarding any known size discrepancies from Sellers and/or the real estate Brokers. **If the square footage or lot size of the Property is an important consideration in Buyers' decision to purchase the Property and/or the price that Buyers are willing to pay, then Buyers must independently conduct Buyers' own investigation through appropriate professionals and rely solely on that data.**
6. **FENCE MAINTENANCE:** If the Property has a fence that is located on the boundary line, Civil Code Section 841 provides that the adjoining private landowners have an equal obligation to maintain the fence. However, fences are often not located on the boundary line and when that is true, who is responsible for maintaining the fence is a legal determination. Thus, questions regarding who is responsible for repairing or maintaining a fence should be reviewed with a qualified California real estate attorney. Brokers are not qualified to make that determination.



7. **TREES AND VEGETATION: Protected Trees.** Most cities have an ordinance that requires property owners to obtain a permit prior to removing *Protected Trees* (also known as *Heritage Trees*) from their property. *Protected Trees* are defined within the code of each city (such as Dublin and Newark). Removing or damaging any *Protected Tree* without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators may be liable for damages. A City may place a lien on the Property if imposed fees are not paid on a timely basis. That lien may subsequently be added to the county property tax bill.

In addition, the Alameda County Tree Ordinance requires property owners planning to perform any of the following activities to obtain an approved permit from the Alameda County Public Works Agency: Pruning/Trimming of branches over one (1) inch in diameter (permits are not required for minor pruning of branches one (1") inch in diameter or less), planting or removing a tree.

**Hazardous Trees:** Some cities define hazardous tree conditions within their Municipal Building Codes and address ways of mitigating those conditions on both private and public property. There are often stringent time frames for responding to hazardous tree claims. If hazardous tree claims are not resolved privately, a claimant may, as a last resort, pursue the claim through the court system.

**View Ordinances:** Some cities have view ordinances that restrict the height of trees so that trees do not unreasonably obstruct the view that existed at the time of purchase of the property. Certain trees that are part of the natural habitat can be exempt from this law. Often a view property will have recently trimmed trees and shrubs revealing the view. Buyers should take note that maintaining that view could entail not only trimming foliage on their own property, but also enlisting the cooperation of their neighbor to keep their foliage trimmed, usually at the Buyers' expense. Cities do not take an active role in these issues; rather they encourage the private resolution of such disputes. Each city has a slightly different mechanism for handling these situations, and Buyer is encouraged to review the Municipal Code during their inspection period.

Buyers are encouraged to seek the advice of a licensed arborist for any questions regarding trees that are on the Property or on a neighbor's property.

8. **RIVER, CREEK AND LEVEE PROTECTION:** Many properties are impacted by creeks (a narrow channel or small stream), underground aquifers, and/or culverts (a man-made structure used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts or is located near a creek or culvert, Buyers should investigate the possibility of flooding and/or water intrusion or other nuisances that may result from proximity to those water sources by contacting appropriate experts. Brokers cannot determine these issues. In addition, some cities have enacted regulations regarding creeks and culverts making maintenance of these creeks and culverts the responsibility of adjacent property owners which can involve considerable expense.

For example, in the unincorporated areas of Alameda County, property owners whose land has a watercourse that abuts or passes through the property must maintain that part of the watercourse and keep it reasonably free of trash, debris, excessive vegetation and other obstacles and must make certain that any structures on the property will not become a hazard to the use, function or physical integrity of the watercourse. Buyers should review the Alameda County Watercourse Protection Ordinance with their own experts regarding these issues and before commencing any work in, over or near a watercourse.

9. **FLOOD MAPPING:** Flood maps and flood designations for all properties may change over time which could impact the future use, value, desirability or development of the Property as well as its insurability. Rising sea levels may also have an impact on future flooding. Under the "Homeowner Flood Insurance Affordability Act of 2014," properties in flood zones, designated in an NHD report, will experience annual premium increases which could be as much as 18% to 25% per year. For further details regarding any specific Property, go to: <https://www.floodsmart.gov/floodsmart/> or <http://www.realtor.org/articles/senate-passes-flood-insurance-with-house-amendments>
10. **ENVIRONMENTAL MAPPING:** Some of the third-party Natural Hazards Disclosure ("NHD") companies may provide information regarding environmental hazards that are mapped by the federal government, state or local entities such as Super Fund Clean-Up sites. Buyers should consider discussing with the NHDS provider what environmental disclosures and maps may be available.



11. **WILDFIRE HAZARDS:** Wildfire disasters can create health and safety concerns in the aftermath of clean-up efforts, as well as unknown and possible future concerns related to the rebuilding of infrastructure in the impacted areas. Some of the concerns and issues of wildfires include, but are not limited to: lot clearing costs; environmental clean-up concerns; local, state and/or federal regulations for issuing permits and/or for authorizing rebuilding efforts; availability of insurance and/or utilities; construction-related inconvenience and delay; and the impact that federal, state or local disaster declarations may have on materials, prices, costs and rent. Buyers should investigate all wildfire related issues to determine what impact, if any, those issues may have on the Buyer's current and future use or development of the Property.
12. **UNDERGROUND STORAGE TANKS (UST):** Many of the larger, older homes in this area built before 1935 may have or have had an Underground Storage Tank for the fuel oil that fired the Property's furnace. As natural gas became the more common standard fuel for home furnaces, virtually all of the old furnaces have been replaced. However, many of the fuel oil tanks remain buried on the property. In residential applications, the California State Water Resources Control Board regulates all UST's in California. The licensing, inspection and regulation of UST's in residential application are currently exempt provided the tank is less than 750 gallons and was used for fuel oil only. However, this does not guarantee that the Property would be exempt from abatement if a UST is discovered upon the Property. Each municipality has very different regulations concerning UST's that may include removal and soil clean-up of any toxic material that may have leaked from the tank. Buyers and Sellers are advised to speak directly to the Public Works Department, Building Department and/or Fire Department in the pertinent city concerning specific regulations affecting UST's.
13. **CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND HOMEOWNERS' ASSOCIATIONS:** If the Property is in a Common Interest Development ("CID"), the Seller should request that the Homeowners' Association ("HOA") provide all required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 4525. It is strongly recommended that Buyers receive the current HOA documents directly from the HOA rather than from any online service or from an earlier transaction. Although Sellers can legally provide their own copies of the required documents, the best practice is to have the HOA provide the documents so that the most current information is provided to Buyers.

Buyers need to carefully examine all of the documents that are provided regarding the HOA and compare the documents with the list of required disclosures specified in the HOA form from the California Association of REALTORS®. If any document(s) are missing, Buyers should send a written request to the Seller that the Seller provide the missing documents and/or provide a written explanation for why the document(s) were not included with the other HOA documents.

Some HOA's do not prepare or keep all documents required by the law, such as reserve studies and/or financials and may not be operating in compliance with the law. As a result, Buyers may only receive a portion of the state required documents; in which case Buyers must be aware that they are buying into an HOA without the benefit of the information those documents would provide. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents to determine the adequacy of the reserves and whether or not the Property is suitable for the Buyers' intended uses.

Any changes or improvements to a unit generally require some form of review and approval by the HOA. The HOA may impose significant restrictions on any changes, especially those which impact the common area(s). These restrictions may include imposing maintenance obligations and/or indemnification requirements in case of damage during installation. Buyers should review all HOA restrictions and determine the impact of those restrictions, during the contingency period, if they intend to make changes including but not limited to those which involve adding solar energy systems onto common area roofs or adding special equipment for televisions and other electronic equipment. Another example is that HOAs often restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets due to noise and other factors; however, reasonable accommodations must be made for assistance animals. Buyers should directly contact the HOA Board to determine whether or not the Property can be used for Buyers' intended purposes. Buyers should also determine whether or not the Property meets Buyers' subjective personal preferences. Buyers should keep in mind that HOA governing documents can change over time (by board action, the member approval process and/or court action) thus there is no guarantee that the Buyers' future intended uses will be allowed See also Paragraphs 38 and 39 regarding long-term and short-term rental issues.

Many CID have been involved in or are presently involved in litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments. The existence of HOA insurance does not necessarily mean that there is insurance coverage for any given single interest or unit in the CID, an owner's remodeling or upgrade efforts, and/or the owner's contents.

Occasionally issues arise in the purchase of property in a CID regarding parking and/or storage spaces associated with a single interest or unit in the Development. Buyers should determine for themselves whether or not the allotted parking space(s) are adequate to park the Buyers' vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that Buyers personally determine that the parking and storage space(s) that are designated in the recorded documents are actually being transferred to Buyers and that those space(s) are acceptable for the Buyers' intended needs and uses of the Property. See also **Paragraph 50** re Sewer Line Inspection and Compliance if there is an HOA.

Sellers who have ever served on the HOA Board, may have access to information and documentation that is not provided by the HOA and/or which is deemed "confidential" or protected by an "attorney client privilege". Sellers should consult with their own qualified California real estate attorneys to determine how they will need to disclose that additional information; Brokers are not qualified to evaluate or investigate those legal issues.

Real estate licensees are not obligated to inspect the common areas of the CID. Buyers should therefore investigate the general condition of the entire CID subject to the authorization of the HOA.

14. **PLASTIC PIPE:** Some builders in Alameda County used PEX water pipes in constructing homes. This type of pipe, manufactured under the name of KITEC®, has been alleged in a class action lawsuit to be faulty and a settlement of that lawsuit has been reached. Buyers should investigate whether or not there are any plastic pipes or fittings prior to removing their investigation contingency and investigate the current and future condition of those pipes. For additional information about this particular product and/or to learn more about the lawsuit, there is a website available at: <http://www.kitecsettlement.com/faq.cfm>. Buyers should also contact a qualified California real estate attorney to discuss any questions they may have regarding their ability to recover proceeds from this settlement.
15. **INSURANCE AND C.L.U.E. REPORTS OF INSURANCE CLAIMS:** As part of Buyers investigation into their ability to obtain homeowners' insurance coverage, Buyers should ascertain if their chosen insurance company will require certain retrofit repairs, such as installation of safety glass and/or fireplace spark arresters and a gas shut-off valve. The fact that an insurance company may require these repairs does not necessarily mean that the Seller is obligated to pay for and/or make the repairs requested by the insurer. In addition, prior claims submitted by Buyers on other properties may affect the final cost of the homeowners' insurance on the property being purchased by Buyers. Buyers should investigate these matters thoroughly prior to removing their investigation contingency.

Standard real estate purchase agreement forms require Sellers to provide Buyers with insurance claims history for the property for a period of five years preceding the sale. Sellers do not always know (or remember) the insurance claims history. Natural Hazards Disclosure Statement ("NHDS") Reports had included a report used by insurance companies called C.L.U.E., but NHDS Reports no longer include those reports. Because a C.L.U.E. report itself is not required, Sellers may disclose the insurance information themselves as part of the disclosure process. For the most accurate information regarding past insurance claims, Sellers may be able to either: (a) go online to: <https://personalreports.lexisnexis.com/> and create an account that will enable the Sellers to order a C.L.U.E. report; or (b) contact their homeowner insurance policy broker who may be able to provide a copy. Buyers can also include in their purchase contract an obligation for Sellers to provide them a C.L.U.E. report.

16. **ONLINE INFORMATION:** Information regarding the Property or the neighborhood may exist online in blogs, discussion boards, Nextdoor, Facebook pages, and other forms of social media. Some neighborhood associations and Homeowner's Associations (HOAs) have official sites; whereas other unofficial sites written by third parties may exist with postings about the community. Some of the online sites offer viewers the opportunity



to express opinions and air complaints. The information contained on those sites may consist of opinion, speculation, unfounded assertions or rumor, making it difficult to determine what is factual and what is not. **Neither Seller nor any of the real estate licensees may be aware of, nor will they conduct a search of, such online information even if they are using or have used those platforms to advertise goods or services. Real estate licensees are not obligated to verify or explain the posted issues and/or commentary of third parties.**

17. **PROBATE SALES AND COURT CONFIRMATION:** An executor or administrator (the "Representative") of a probate estate may sell estate property if it is in the best interests of the estate to do so. The sale of estate real property is typically subject to Probate Court Confirmation. The Independent Administration of Estates Act ("IAEA") provides a simplified method of probating estates with limited court supervision. Under the IAEA, the Representative may list real property with a broker for a period not to exceed 90 days without prior court approval and to sell the Property without court confirmation, unless a person named in the will or other person who is entitled to receive a Notice of Proposed Action objects; in which case court confirmation will be required. The Representative's ability to sell without court supervision or approval under IAEA is not absolute and is conditioned upon there being no objections by interested persons (generally, the heirs). If there is any objection, Court Confirmation may be necessary.

Probate property is always sold "As-Is" and certain standard disclosure forms, such as the Real Estate Transfer Disclosure Statement, are not required. However, the Representative must nonetheless disclose all actual knowledge of material facts affecting the value or desirability of the Property.

If Court Confirmation is required and is subject to open competitive bidding (which is true in probate, conservatorship, guardianship, receivership or bankruptcy sales), it is strongly recommended that Buyers personally appear in Court when their offer is scheduled for confirmation. Buyers should understand that in most sales requiring Court Confirmation, the Property may continue to be marketed and that their broker and others may represent other competitive bidders prior to and at the Court Confirmation hearing. Different types of courts have their own rules for how to handle the possibility of over-bids, including whether initial deposits need to be in a certain amount or whether an over-bid needs to be a specific percentage above the original offer. Any questions regarding the specific rules for the Court where the confirmation hearing is to be held should be directed to the clerk of that Court. It is also strongly recommended that Buyers consult a real estate attorney who is knowledgeable about Court Confirmation sales since real estate brokers/agents are not qualified to provide legal advice.

18. **SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** California Health and Safety Code §13113.8 requires installation of smoke alarms in residential property. If a TDS is required, the Sellers certify in the TDS that the Property has (or will have prior to Close of Escrow) operable smoke alarms which are approved and installed in compliance with the State Fire Marshal's regulations and applicable local standards, including installation of alarms with 10-year batteries in all bedrooms before finalizing any permitted contracting work costing \$1,000 or more. State law requires carbon monoxide detectors in living areas of residential properties that have fossil fuel burning appliances, even if those appliances are several floors below, for example, furnaces in the basement of a condominium building.
19. **WATER HEATERS:** Under State law, all water heaters must be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion and Sellers of Property must certify to Buyers that the bracing requirement has been satisfied. In addition, water heaters which are newly installed or moved must be raised so their ignition point is 18 inches off the ground. Many other plumbing code requirements may also apply, e.g. gas venting, pipe wrapping, temperature and pressure relief valves, drain valves, bollard protection in garages.
20. **ANIMALS:** The past or present existence of animals anywhere on the property may be a red flag of damage or other problems. Animal urine and feces can damage floors, floor coverings, walls, baseboards, or other components. Additionally, animals can attract fleas, ticks and other pests that can remain on the Property after the animal has been removed. Complete elimination of odors and other problems created by animals may not be possible even by professional cleaning efforts or replacing carpets, pads and other affected components. Property may be subject to local ordinances regulating the maintenance, breeding, number or type of animals permitted, or other requirements such as spaying or neutering. Buyers should investigate whether Homeowner and Common Interest Associations have imposed restrictions on animals. Neighbors may have animals that can cause problems including but not limited to noise or odors. Common pets such as dogs can bark, cats are not

easily contained, and in some cases more unusual animals (e.g. poultry, exotic birds, and reptiles) may create issues that impact the value, use and enjoyment of the Property.

California is home to a wide variety of animals, birds, reptiles and insect life, including but not limited to ants, bedbugs, bats, rodents, snakes and larger wild animals such as mountain lions and deer, some or all of which may enter or inhabit the Property and may be difficult to eliminate or control. These creatures can damage landscaping, might be a hazard to people, pets or other animals and may cause issues that impact the Buyers' use and enjoyment of the Property. Proximity to rural or open space areas increases the likelihood of this problem. Buyers should investigate these issues with licensed professionals, including local animal/pest control companies, and/or other qualified agencies or organizations during Buyers' inspection period.

21. **ARCHITECTURAL AND CONSTRUCTION PLANS:** Property owners often have architectural/ construction plans and renderings, whether or not those plans were ever approved or used for any purpose. These plans and drawings do not "run with the land" even if the plans were used to build existing structures and even if they are on file with the local planning department. In most situations, Sellers's contracts with the architect specify that the plans remain the possession of the architect; the Seller is granted a limited "non-exclusive license" to use that material. Thus, Sellers generally do not have the legal right to advertise, sell or give that documentation to Buyers without the express written authorization of the architect who in all likelihood has copyrighted the plans. Buyers who want to use the Sellers' plans and drawings for any purpose should contact the creator of the plans directly for authorization to use that material.

## C. FEDERAL, STATE AND REGIONAL CONDITIONS ADVISORIES

22. **UNSTABLE HILLSIDES:** Many hillside properties are active and potentially active landslide areas. Many of the geologic forces which have shaped California over the eons are still active today. The only way to determine the nature of the soil and bedrock under a structure, and how these forces may affect those structures, is with a geologic or geotechnical inspection and report.
23. **EXPANSIVE SOILS:** Some parts of Alameda County have expansive, or adobe, soil which will expand and contract with the wet and dry seasons. This expansion and contraction can cause movement or shifting of structures and their foundations.
24. **HIGH WATER TABLES:** Some parts of Alameda County have high water tables that can intensify mold growth and compromise the stability of soil and/or foundation. In addition, high water tables may affect the use and enjoyment of the surrounding land, particularly during months of heavy rain. Buyers should consult the appropriate experts to help evaluate the effect of high-water tables on the subject property and, when necessary, consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding landscape.

Some real property in Alameda suffers from drainage and soils issues, which can lead to settlement affecting the structural integrity of the property. Occasional heavy rains, high water tables, and variations in yard elevations, can also cause standing water and poor drainage. Buyers should consult with appropriate experts regarding any concerns. Buyers are also referred to the City of Alameda at (510) 747-4700.

Reports from Natural Hazard Disclosure (NHD) companies may not contain all information from all sources regarding the Property and surrounding conditions and cannot be relied on for all information regarding natural hazards which may affect the Property. Brokers recommend that Buyers have any Property they are purchasing inspected by a qualified geologist, geologic or geotechnical engineer, or other qualified professional.

25. **WET WEATHER CONDITIONS:** At times, this area may have months with heavier than usual rainfall. During these times, hillside properties may be susceptible to earth movement and drainage problems. Properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into or under the property in the past may experience these conditions as a result of weather-related phenomena. Sellers are obligated to disclose to Buyers those material defects or conditions known to them which affect the value or desirability of the property; however, not all Sellers may be aware of recent changes in the conditions of the property or its improvements caused by unusually wet weather. Because of these factors, it is recommended that, in addition to a home inspection, Buyers have such additional inspections by inspectors or engineers regarding these conditions as Buyers may desire.



**26. CLIMATE CONDITIONS:** The Alameda area exhibits several micro climates. Buyers are advised that these areas are subject to frequent strong winds, wind-driven rain, fog and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age the interior and exterior of structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other problems, are not uncommon with such properties, and thus these properties require regular, thorough maintenance. In particular, properties located near sources of water, such as the Bay, rivers and streams may require additional, more thorough maintenance. Buyers are advised to fully investigate these conditions and to determine for themselves the cost of any increased maintenance and repairs that may be needed for any Property located in these areas.

**27. PERMIT ISSUES:** An improvement that is made without the required permit can, among other things, have a negative impact on value, require a retrofit, impact habitability, preclude insurance coverage and/or result in fees, penalties, government and/or civil enforcement actions. One such example would be where a second living unit (an accessory dwelling unit "ADU") is being rented by the Seller but the required permit was not obtained for this ADU. In some cities, there may be a lower standard applied in those circumstances where the property owner is obtaining the permits, as opposed to a contractor doing so. Obtaining and finalizing permits may trigger additional retrofit requirements that are not required as a condition of sale. Examples include but are not limited to water conserving plumbing fixtures and safety devices to prevent drowning of small children in pools and spas. See Paragraphs 34 and 35.

Permit inspection periods in the City of Alameda can take at least two or more weeks to be completed. To prevent any delays to escrow and prevent any possible monetary loss, plan accordingly for the automatic gas shutoff valve requirement, EBMUD PSL testing, etc. signoffs. For more information, contact the Alameda Community Development Department (510) 747-6800.

**28. NONCONFORMING USES, ROOMS, ALTERATIONS OR ADDITIONS:** Any rooms, alterations or additions to the Property which were done without necessary permits or certificates of completion ("nonconforming improvements") may be subject to fines, permit and construction costs, and other expenses to bring into conformity. Nonconforming improvements may be subject to removal by local building inspection and code enforcement agencies. Nonconforming rental units may be required to be vacated and possibly torn down. It may not be feasible to legalize nonconforming improvements because of zoning, permit and/or other legal or regulatory limitations. Some building inspection and code enforcement agencies may conduct random inspections of properties for permit, code and other violations while the Property is being marketed. Such nonconforming improvements may also be discovered when anyone applies for a permit to do work on the property either before or after escrow closes. Whenever nonconforming uses are discovered, the then-current owner could face expensive repairs, permit fees and other costs and/or even removal of the nonconforming improvement.

While Sellers are obligated to disclose any known nonconforming improvements, Seller may not be aware of some or all illegal improvements or uses especially those that were made prior to Seller's ownership of the Property. Real estate brokers and agents are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the property. Thus, Buyers are strongly urged to investigate possible nonconforming improvements by personally contacting the local building inspection and code enforcement agencies as well as obtaining the advice of contractors, architects, engineers or other professionals regarding the status and condition of the Property prior to removing the investigation and inspection contingencies.

**29. BALCONIES/DECKS INSPECTION AND RETROFIT REQUIREMENTS:** Effective January 1, 2019, state law requires an owner of multi-family buildings with 3 or more dwelling units to conduct an inspection of and make any necessary repairs to exterior decks, balconies and other components that are elevated more than 6 feet above the ground. The inspection must be completed by January 1, 2025 and will require subsequent inspection by January 1st of every six years thereafter. The purpose of the inspection is to determine whether the decks, balconies, and exterior elevated elements and their associated water proofing elements are in a generally safe condition, adequate working order, and free from any hazardous condition caused by fungus, deterioration, decay or improper alteration. State law requires that the inspection be performed by certain qualified professionals. The law sets forth timelines for the completion of the report, delivery to the owner, and completion of any repairs or replacement. Fines, penalties and/or liens on the property can be imposed for non-compliance with this law. State

law allows cities and counties to enact their own regulations which may be stricter than the state requirements, including but not limited to extending the inspection and repair requirements to other exterior components, such as landings, exit corridors, stairway systems and other elements to determine if these structures are in safe condition, in adequate working order and free from hazards, dry rot, fungus, deterioration, decay, improper construction or hazardous conditions. Buyers are strongly urged to investigate possible inspection and retrofit requirements by personally contacting the local building inspection and code enforcement agencies as well as additional licensed professionals regarding the status and condition of any building components at the Property prior to removing any investigation contingency.

30. **SEISMIC RETROFITTING/SOFT-STORY BUILDINGS**: Some cities, such as Oakland, are in the process of enacting strict seismic retrofit requirements to minimize significant property damage and loss of life in the event of an earthquake, while other jurisdictions, such as the City of Alameda, are maintaining lists of potentially unsafe properties. One type of structure that is prone to substantial earthquake damage is a multi-story wood-frame building supported by slim columns with garages or storefronts underneath; many of these structures collapsed in the 1989 Loma Prieta earthquake. All soft-story buildings may need to be upgraded, not as a condition of sale but over time. Buyers are strongly urged to investigate possible inspection and retrofit requirements by personally contacting the local building inspection and code enforcement agencies as well as licensed professionals regarding the stability of soft-story buildings prior to removing any investigation contingency. Buyers are also encouraged to review the state pamphlet *The Homeowner's Guide to Earthquake Safety*; Brokers have no expertise in determining structural integrity or the need for any retrofitting.
31. **HISTORIC RESOURCES**: Some towns, including Fremont, Pleasanton and Union City, have enacted ordinances to preserve and protect certain properties or areas that have been deemed to be of historical significance. Real estate brokers are not qualified to identify the legal or practical effect of any historic designation. Buyers should investigate these issues with the local planning department.'
32. **UNDERGROUND UTILITIES**: Some towns and cities have begun the process of burying utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments and set-up costs for the individual homeowners. It is recommended that Buyers investigate this issue with Pacific Gas and Electric Company ("PG&E").
33. **CRIME**: The existence of crime is a fact of urban life. Some areas experience more crime than others. Crime statistics for various areas and municipalities may rise and fall over time and the incidence of various types of criminal activity may also increase or decrease. At times, local law enforcement agencies may target designated areas for special but temporary enforcement measures. Individual criminal acts may occur in any neighborhood or may occur close to a property that is being sold while other criminal acts may occur far away. Some crimes may be reported in the local news while others are ignored by the media. Because of the ever-changing nature of the statistics and information regarding crimes, neither Seller nor brokers will independently investigate crime or criminal activity in the area of any property being purchased by any means including, but not limited to, contacting the police or reviewing any internet data bases. If criminal activity is a factor in the decision to purchase a particular property, or in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and online information, prior to removing their investigation contingency.
34. **WATER-CONSERVING PLUMBING FIXTURES**: Existing law calls for installation of water-conserving plumbing fixtures when the existing plumbing fixtures are "noncompliant" by certain dates, as discussed here. A **noncompliant plumbing fixture** means: (1) any toilet manufactured to use more than 1.6 gallons of water per flush; (2) any urinal manufactured to use more than one gallon of water per flush; (3) any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and (4) any interior faucet that emits more than 2.2 gallons of water per minute. There are various dates for compliance:

**SINGLE-FAMILY RESIDENCES**: Under this law, a condo, even a single condo occupied by only one family, is not a single-family residential property. As of **January 1, 2017, all single-family residences built prior to January 1, 1994 must comply with this law by replacing all noncompliant plumbing fixtures whether or not the property is being remodeled or sold.**

**Sellers must disclose to Buyers, in either the Seller Property Questionnaire (SPQ) or the Exempt Seller Disclosure (ESD) form, if Sellers are aware of whether the Property has any noncompliant plumbing fixtures.** If a Seller answers "No" to that question, Buyers should not assume that the Property is fully



compliant since the “No” response may merely mean that Seller is unaware or is uncertain as to whether or not any such fixtures are noncompliant. For this reason, as a part of their property inspection of Properties subject to this law, Buyers are urged to have all plumbing fixtures inspected by a qualified professional to determine whether all plumbing fixtures are actually compliant with this law.

Sellers and Buyers are advised to determine, prior to contract acceptance, which Party will be responsible for the cost of the water-conserving plumbing fixtures retrofit.

**MULTI-FAMILY AND COMMERCIAL PROPERTIES: Effective January 1, 2019:** All multi-family and commercial properties must comply with this law by replacing all noncompliant plumbing fixtures. Sellers will need to disclose to the prospective Buyer if Seller is aware of the existence of any noncompliant plumbing fixtures at the property.

For rental property, compliant plumbing fixtures shall be installed and operating at manufacturer's rated water consumption at the time a tenant takes possession.

- 35. POOL AND SPA SAFETY:** Commencing January 1, 2018, all home inspection reports used in the sale of a single-family residence, must indicate whether or not a Property with a pool and/or spa has any of the 7 drowning prevention safety features described in Health & Safety Code Section 115925. Neither home inspectors nor Buyers and Sellers can agree to waive this requirement if there is a home inspection report but the new law does not obligate Sellers or Buyers to obtain a home inspection report. Real estate professionals are not obligated to and are not qualified to determine if the Property meets current safety requirements.

Although it is important to have appropriate safety measures in place to prevent drowning of small children, this law is not a retrofit requirement that must be completed as a condition of sale. At the time that a single-family residence is altered or improved, the installation of 2 pool/spa safety features must be a condition of final permit approval. Therefore, Sellers and Buyers are advised to determine, prior to contract acceptance, which Party will be responsible for the cost of adding any required pool/spa safety features.

- 36. GARAGE DOOR SAFETY REQUIREMENTS:** Effective July 1, 2019, in addition to existing safety standards regarding automatic reversing device standards, all new automatic garage doors openers sold or installed in California must have a battery-operated back-up system to function during electrical outages.

- 37. REAL PROPERTY TAXES, ASSESSMENT DISTRICTS AND VACANT LAND:** The Purchase Agreement addresses payment of real property taxes and assessments relating to the Property. As part of their negotiations for the Purchase Agreement, the parties may decide how to prorate such taxes and assessments; payments on bonds and assessments and their assumption by Buyers; and payment on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien on the Property.

Some cities have imposed or are contemplating imposing an annual tax on vacant property. Vacant land and developments are subject to imposition of different fees in different jurisdictions, usually based upon the length of time the land is left vacant. Unpaid fees can become a lien on the property. Buyers should determine the extent of any unpaid fees and other restrictions by contacting the relevant city. Real estate brokers and agents are not qualified to make these determinations.

- 38. RENTAL PROPERTY GENERAL ISSUES:** Buyers who intend to use some portion or all of the Property for any type of rental purposes should contact the relevant City or County to ascertain all governmental requirements that may impact the ability to use the Property for rental purposes, including but not limited to any rent control or eviction requirements and/or any special permits, inspections, retrofit or disclosure obligations, prior to removing any inspection contingencies. See, for example, **Paragraphs 27, 29, and 48**. Several homeowner associations (“HOA”) already have or are considering imposing restrictions on new owners who intend to rent out their Property which may differ from rules for existing owners in an effort to limit the percentage of non-owner-occupied units which can impact the ability to obtain financing.

Although state law allows for the construction of secondary housing units, the ability to construct those units and/or to rent those units is subject to local jurisdiction regulations and approvals. If Buyers intend to construct or use secondary units for rental purposes, they should investigate the feasibility of those improvements and uses with appropriate experts during Buyers' investigation contingency period, if any.

When rental properties are offered to the public, the owner and real estate agent must act in compliance with all Fair Housing laws and regulations including, but not limited to, providing unrestricted access to potential tenants with service/companion animals. Landlords are required under Fair Housing laws to provide a "reasonable accommodation" for tenants with disabilities; in the case of tenants with disabilities, this includes allowing the tenant to occupy the rented residence with the service/companion animal. The landlord may not charge a "pet deposit" or otherwise charge the tenant for the service/companion animal in any manner different from a tenant without such an animal. Any property owner renting their property should consult with a California real estate attorney specializing in landlord/tenant and Fair Housing issues for advice on any matters related to Fair Housing and service/companion animals.

HUD has issued guidelines for housing providers, landlords and property managers in the use of criminal records in tenant selection, and when that use may be a Fair Housing violation. While it is still legal to take into consideration a criminal record of a prospective tenant in approving an application, the blanket use of criminal records to refuse to rent can be a Fair Housing violation. And the discrimination does not have to be intentional. The violation can occur if the effect of the use of criminal records results in a "disparate impact" on protected classes. Landlords are urged to consult with a qualified California landlord tenant attorney regarding the use of criminal records in tenant selection. To access the article, go to:

[https://portal.hud.gov/hudportal/documents/huddoc?id=HUD\\_OGCGuidAppFHASandCR.pdf](https://portal.hud.gov/hudportal/documents/huddoc?id=HUD_OGCGuidAppFHASandCR.pdf).

- 39. SHORT-TERM AND VACATION RENTALS:** With the increased popularity of short-term and vacation rental services and websites such as Airbnb and VBRO, various local governmental entities and homeowner associations ("HOA") have enacted, or are considering enacting, regulations on the ability of owners to rent out some portion or all of their property on either a short-term or long-term basis. Existing and proposed regulations may include a complete prohibition against certain types of rentals, licensing, permit requirements, special health and safety inspections, taxation and/or restrictions such as a limitation on the number of nights per month, total number of renter occupants, parking requirements and noise restriction. Renting out one's property may also be impacted by subdivision and HOA Covenants, Conditions, and Restrictions ("CC&R's"). In some areas, the HOA and/or governmental entities are classifying short-term and vacation rentals as constituting the running of a business out of a residence which is often prohibited in CC&R's and/or requires approval of a home occupation permit from the local governmental entity.

Neither Sellers nor Brokers can predict if, or when, any jurisdiction or HOA will adopt regulations, limitations or prohibitions on rentals in the future. Buyers who are considering using some portion of or all of their property for short-term or vacation rentals are strongly encouraged to investigate current and pending governmental and/or HOA rules and regulations related to rentals, insurance coverage, and the existence of taxation such as a Transient Occupancy Tax ("TOT") and to review that documentation with a qualified California real estate attorney as well as their own insurance broker prior to the close of escrow.

- 40. PUBLIC SERVICES:** Public services (schools, fire, law enforcement, emergency response, etc.) may have been impacted by financial difficulties which can lead to changes in the level of service. In addition, each school district has its own rules regarding school assignments, and these rules may change at any time with little notice. For these reasons, Brokers cannot represent or guarantee that anyone who resides in any particular property will be able to attend any particular school or school district. If Buyers have any concerns regarding the quality and/or financial viability of public services, Buyers should investigate to their satisfaction prior to removing any applicable contingencies.
- 41. NEW CONSTRUCTION WARRANTIES, DEFECTS AND LAWSUITS:** The Real Estate Transfer Disclosure Statement ("TDS") requires Sellers to disclose if there are any lawsuits by or against the Sellers threatening or affecting the real property along with questions related to construction defects, citing Civil Code Sections 900, 903, 910 and 914. These codes are part of a law that is often referred to as SB800 or Title 7, which generally applies to residential real property built by a "Builder" (as defined in Section 911) and sold for the first time after January 1, 2003. Section 900 provides for a limited one-year warranty from the Builder and Builders may provide "enhanced protection agreements" which may extend the warranty period. Homeowners are required to follow all reasonable maintenance obligations and schedules communicated in writing by the Builder and product manufacturers, as well as commonly accepted maintenance practices. Failure to do so may provide a defense against a homeowner claim and Builders often require specific pre-litigation procedures and remedies in the event of a claim against the Builder. Sellers who have questions about how to answer this TDS question should consult with a California real estate attorney for advice. If the Sellers disclose any lawsuits or claims, Buyers should



investigate such disclosures with a California real estate attorney. Brokers are not qualified to provide advice on these matters.

- 42. PRIVATE ROADS:** If the property is assessed or affected by a private road that is shared with one or more other properties, Buyers need to determine the existence of a recorded private road maintenance agreement and compliance with that document. If no such agreement exists, Civil Code Section 845(s) provides that "the cost shall be shared proportionately to the use made of the easement by each owner." Buyers should contact city/county officials and/or their attorney to evaluate their potential responsibilities.
- 43. MARIJUANA (CANNABIS):** Effective January 1, 2018, California has legalized certain uses of cannabis; however, this new statewide law requires local cities and counties to enact their own regulations regarding where cannabis can be used as well as the requirements for the issuance of permits and licenses prior to anyone cultivating, distributing and/or selling cannabis. Those regulations may include but are not limited to an inspection of the property and/or a determination as to the availability of water and other resources to grow cannabis. However, there are still federal laws which may make those activities illegal and the federal government's ability to enforce its stricter restrictions in states such as California is still possible.

If Buyers are intending to purchase property that has been used for cultivation, distribution and/or sale of cannabis or if Buyers are intending to purchase property for those same purposes, Buyer should consult with a local, qualified California real estate attorney who has expertise in this area. Cultivation or storage of marijuana may cause damage or alteration to the Property which may not be visibly apparent. Brokers are not qualified to make any determinations regarding these issues.

State law allow landlords to prohibit/regulate smoking of marijuana in or on the Landlord's property as well as to allow landlords to prohibit the cultivation, distribution and sale of marijuana for any purpose. Some HOAs may impose their own restrictions on these activities as well. **Thus, simply because the state has legalized cannabis should not be interpreted as eliminating any local restrictions on the cultivation, distribution, selling and/or use of cannabis.**

## D. COUNTY AND CITY ADVISORIES

- 44. NOISE FROM TRANSPORTATION SYSTEMS:** There are several airports in and around Alameda County that may create a certain level of noise and have flight patterns that are subject to change. For more information on a particular airport contact:

- Livermore Airport, 636 Terminal Cir., Livermore, CA (925) 960-8220
- 63CN Livermore, CA (925) 606-1536
- Hayward Executive Airport, 20301 Skywest Dr., Hayward, CA (510) 293-8678
- Little Hands Airport, 18320 Bollinger Canyon Rd., San Ramon, CA (415) 837-8981
- Oakland International Airport, 1 Airport Dr., Oakland, CA (510) 563-3300

There are several commuter and freight rail lines (including but not limited to BART) that run through both the incorporated and unincorporated parts of Alameda County. Buyers need to assess for themselves whether or not the level of noise is personally satisfactory during the investigation contingency period.

- 45. SAN FRANCISCO BAY REGULATIONS:** The San Francisco Bay Conservation and Development Commission ("BCDC") is charged with the responsibility of restoring Bay wetlands and marshes, preventing wetlands and mudflats from being filled, and supporting the continued and productive use of salt ponds. Properties abutting San Francisco Bay, its tidelands and marshes, may be subject to the jurisdiction of the BCDC which may limit building, and impose other requirements on property owners. Buyers of such property are urged to contact BCDC at (415) 352-3600.
- 46. FLOOD BENEFIT ASSESSMENT:** The Alameda County Flood Control and Water Conservation District levies benefit assessments to help finance flood control operations. These assessments are proportionate to the runoff from each parcel of land. The program applies to all of Alameda County with the exception of the Cities of Albany, Berkeley, Alameda, Piedmont, and the Zone 7 area east of the hills (Livermore-Amador Valley). For more information, contact the Assessor's Office: (510) 272-3787.

47. **SPARK ARRESTORS:** As of the date of this Advisory, the cities of Dublin and Pleasanton have enacted ordinances requiring that properties with fireplaces be fitted with spark arrestors at the time of a sale. Dublin also requires that Seller deliver to Buyer a written statement indicating that the Seller is in compliance with the ordinance. (Dublin Ord. 37-87 § 1 (b)) Other cities may also enact such ordinances. For more information on a particular city's requirements, contact the local Building Department or Fire Chief.
48. **RESIDENTIAL RENTAL UNIT FEE:** Various cities and municipalities charge Landlords a "residential Rental Unit Annual Business Tax License Fee and/or Rental Program Fee. The County and/or other cities may enact comparable requirements. The fee may be imposed after escrow closes and the amount or calculation of these fees can change. Please contact the city in which your rental property is located to determine if such fees are charged and for the most current list of such fees since fees are subject to change at any time.
49. **HVAC/DUCTING:** The California Energy Commission issued New Duct Sealing Requirements in 2005. Depending upon certain conditions and the Property location, if a central air conditioner or furnace was installed or replaced after October 1, 2005, the ducts must be tested for leakage. If the ducts leak 15% or more, then repairs must be made to seal the ducts. Additional testing may then be required to verify that the work was done properly. It is strongly recommended that all of this work be done by licensed contractors who should obtain all required permits. Only a contractor who has specialized knowledge regarding HVAC systems can determine whether or not the ducts must be sealed. While portions of Alameda are exempt from this requirement, only a review of the official map of the California Energy Commission can determine whether a particular property is exempt. **See Map for applicable Climate Zones at:**  
[https://www.energy.ca.gov/maps/renewable/building\\_climate\\_zones.html](https://www.energy.ca.gov/maps/renewable/building_climate_zones.html).

50. **SEWER LINE INSPECTION AND COMPLIANCE:**

**NOTE:** Private sewer lateral ("PSL") inspection and testing involves only the section from the building to the public sewer main that is usually in the street. Inspections to, and repairs of, PSL's do not cover other sewer lines in or under the property which are not a part of the PSL itself. These areas would need to be the subject of a separate inspection if desired and requested by Buyer. If the property is not serviced by EBMUD, contact the relevant wastewater entity.

**a. EAST BAY MUNICIPAL UTILITY DISTRICT ("EBMUD"):** The EBMUD Wastewater Control Ordinance requires property owners in certain areas of the EBMUD wastewater service area to obtain a compliance certificate that shows their PSL's are without defects and have proper connections. The ordinance specifies three conditions which require property owners to test and, if needed, repair or replace their private sewer laterals: (1) prior to selling the property; or (2) when obtaining any permit for the construction or modification of the property estimated to be greater than \$100,000; or (3) when increasing or decreasing the water meter size.

A property is exempt if the PSL is less than 10 years old and was fully replaced before August 2011, and the owner provides evidence of the replacement work and date performed.

Responsibility for repairs can be negotiated between Buyer and Seller. If repairs cannot be completed prior to Close of Escrow, a property owner may apply to EBMUD for a 180-day Temporary Waiver and pay a fee.

**Vacant Land:** For Vacant land within EBMUD with NO sewer lateral, the Buyer or Seller must still file for an exemption certificate. However, for vacant land that HAS an old sewer lateral (such as a fire lot in the Oakland Hills):

- i. At point of sale, Buyer would need to file for the 180-day compliance extension.
- ii. Buyer would then need to make the decision as to how soon they will be building on the property.
- iii. If building immediately, compliance may be delayed as part of the building and permit process.
- iv. If not building immediately, Buyer would need to abandon or disconnect the sewer lateral from the main and obtain a certificate of abandonment from EBMUD.

**For detailed and current information on a Property's compliance status, and the inspection, repair, temporary waiver and/or certification process, Sellers and Buyers are urged to go to the EBMUD/PSL site or contact the local municipality that controls the Private Sewer Lateral ordinance for the Property. Most municipalities that control the Sewer Lateral ordinance follow the guidelines set by EBMUD. For more**



information on the inspection, repair, temporary waiver and/or certification process, contact EBMUD or view the information online at <http://www.eastbaypsl.com/eastbaypsl/>.

**b. CONDOMINIUMS AND CID'S DEFERRED:** (For Cities such as Alameda, Albany, El Cerrito, Emeryville, Kensington, Oakland, Piedmont, Richmond Annex and possibly others) Condominiums and other Common Interest Developments with a Homeowners' Association ("HOA") are generally excluded from bringing s PSLs into compliance, whether individual or shared laterals, until July 12, 2021 BUT ONLY if the HOA is legally responsible for maintaining the Sewer Laterals. There are several exceptions to this rule:

- Any Common Interest Development without an HOA does NOT have a deferral for Sewer Lateral compliance.
- If the Homeowner is legally responsible for maintaining the Sewer Lateral, compliance is NOT deferred.
- If the Homeowner is responsible for the Sewer Lateral associated with their unit and the HOA is responsible for any shared laterals, there may be NO deferral for the Sewer lateral associated with the individual unit.

**Prospective Buyers should contact the HOA directly to determine responsibility for the Sewer Laterals, whether the appropriate Notice of Responsibility has been filed with EBMUD for each unit sold, and whether adequate reserves are available to make any necessary repairs.**

**51. REAL ESTATE DEVELOPER AND REHABILITATION OF REAL ESTATE:** Every person in Alameda County engaged in the business of developing or rehabilitating and selling real property in which said person has equity, interest or title, and not specifically taxed by Section 3.04.350 or other provisions of this chapter, shall pay a business tax which is calculated based upon permit value used for building permits within the unincorporated areas of the county. These taxes are subject to change at any time. For more information, visit: [Real Estate Rehabilitation Ordinance](#).

**52. SIDEWALK REPAIR PROGRAM:** This program currently only applies to single-family residential units in the following communities within County Planning Area 2: Ashland, Castro Valley/Fairmont, Cherryland, Unincorporated Hayward/Fairview, and San Lorenzo/Royal Sunset. Funded through Measure B, this program currently reimburses 50% of the sidewalk repair cost per property (up to a maximum of \$750) for sidewalk-related repairs to the frontage of a single-family dwelling Homeowners residing in San Lorenzo may be eligible for additional assistance through Redevelopment funds, however the costs are subject to change at any time. For more information contact the Public Works Agency: (510) 670-5500.

**53. ALAMEDA CITY ORDINANCES AND DISCLOSURES:**

**a. SECONDHAND SMOKE ORDINANCE:** The City of Alameda limits exposure to secondhand smoke in places of employment, public places and multi-unit housing (defined as two or more units). Smoking is prohibited inside the units of all rental and common interest complexes (condos, co-ops, PUDs). Additional information is available from the City of Alameda at (510) 747-4700 or online at: <https://www.alamedaca.gov/RESIDENTS/Secondhand-Smoke-Ordinance>.

**b. BUILDINGS CONSTRUCTED PRIOR TO 1942 AND/OR DESIGNATED HISTORICAL SITES:** 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. Further, some properties have been deemed to have historical merit and have been placed on the Historical Building Study List. Restrictions on modifications or repairs to these properties can apply. For more information, contact City of Alameda Community Development Department at (510) 747-6850, or Buyers may consult with a property historian.

**c. SOFT STORY ORDINANCE:** Multi-unit residential apartment and condominium buildings with five (5) or more residential units, containing a soft, weak, or open front ground floor, may be designated as potentially hazardous in the event of an earthquake. The City of Alameda has identified and maintains a list of such properties. Buyers should contact the City of Alameda Community Development Department to determine if the property is on the Soft Story list and what further action is required. For more information contact the City of Alameda Community Development Department at (510) 747-6850. It is recommended that Buyers investigate the status of permitting and zoning with the City of Alameda Community Development Department, (510) 747-6850.



**d. BAY FARM ISLAND RECLAMATION DISTRICT:** Homes located in Harbor Bay Isle may have fees assessed by the City of Alameda for maintenance. For more information, contact City of Alameda Community Development Department at (510) 747-6850.

**e. LEASED LAND:** Some properties located on the water are owned by the City of Alameda and leased to the owners. The property owners do not have ownership rights to this property. Buyer is advised to review the title report to confirm whether any land is leased and contact the City of Alameda, Economic Development Division at (510) 747-6890.

**f. ALAMEDA POINT AND PROXIMITY TO FORMER AND CURRENT MILITARY ORDNANCE LOCATIONS:** Alameda Point 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). For more information, contact the City of Alameda (510) 747-4700 or the United States Coast Guard at Coast Guard Island Administration at (510) 437-5371.

**g. INDUSTRIAL ZONE:** Most Alameda Property is located within one mile of an industrial zone. Such zones may create nuisances including, but not limited to, noise, debris and dust. Buyers are encouraged to investigate the neighborhood where the property is located. For more information, contact the City of Alameda Community Development Department at (510) 747-6850.

**h. GAS SHUTOFF VALVES:** The City of Alameda requires all buildings that have natural gas service shall have an automatic gas shutoff valve installed if either of the following situations exists: (a) the Property is being sold **OR** (b) The homeowner has been issued a permit for gas piping. For more information, contact City of Alameda Community Development Department at (510) 747-6850.

**i. SCHOOLS:** To determine the location of the public school a student maybe attending, contact the administrative offices of the Alameda Unified School District (510) 337-7000.

**j. PARKING ADVISORY:** Parking of vehicles both on and off street is governed by city code and/or homeowner's association rules and regulations. Parking could be restricted. Buyers should thoroughly review all documents related to parking. For more information contact the City of Alameda Community Development Department at (510)747-6850 and if applicable, the appropriate HOA.

**k. BEDROOM DEFINITIONS:** The number of bedrooms a property contains is subject to different and occasionally contradictory definitions. County tax records often indicate the number of bedrooms recorded in the county's tax assessor's office. Owners and residents of a property may describe a room as a bedroom according to how the room is used or could be used. While there is no statewide definition of a bedroom, California Building Code provides requirements for "Sleeping Rooms." Discrepancies in bedrooms could be a result of work performed by an owner without permits. Further, the City of Alameda's Community Development Department follows the California Building Code requirements. Buyers are advised to consult with the City of Alameda Community Development Department at (510)747-6850.

**l. PRIVATE SEWER LATERAL:** In 1988 the Alameda Sewer Lateral Ordinance was adopted by the City of Alameda. The City of Alameda considers sewer laterals replaced between 1988 and July of 2012 as valid for 25 years. Sewer lateral tests during this period were valid for 7 years. After July 2012, The City of Alameda considers a sewer lateral replacement valid for 20 years and a test valid for 7 years. Effective January 1, 2015, properties in Alameda are subject to the EBMUD Regional Private Sewer Lateral Program. Information about how properties in Alameda County can comply with the Program is available at [www.EastBayPSL.com](http://www.EastBayPSL.com) and at [www.AlamedaCA.gov](http://www.AlamedaCA.gov).



**54. BERKELEY REGULATIONS:**

**a. BERKELEY SIDEWALK REPAIR PROGRAM:** Since October 2011, the City of Berkeley splits the cost of sidewalk repair with homeowners 50/50 regardless of the cause of deterioration. Property owners are responsible for the full amount of repair if the sidewalk was damaged due to (i) intentional acts of property owner; (ii) property owner replaces the sidewalk independent of the City's Sidewalk Repair Program; or (iii) the sidewalk is the result of a new development or redevelopment project. To determine if any sidewalk in Berkeley requires repair, the general rule is that any breaks of more than 3/4 of an inch should be reported. For more information on the City of Berkeley's Sidewalk Repair Program go to: [https://www.cityofberkeley.info/Public\\_Works/Sidewalks-Streets-Utility/Sidewalk\\_Program.aspx](https://www.cityofberkeley.info/Public_Works/Sidewalks-Streets-Utility/Sidewalk_Program.aspx).

**b. BERKELEY BUILDING ENERGY SAVING ORDINANCE (BESO):** BESO requires building owners and homeowners to complete comprehensive energy assessments to uncover energy saving opportunities. These assessments are conducted by registered energy assessors who provide detailed recommendations on how to save energy and link building owners to incentives for energy efficiency upgrade projects. **Unless exempt, BESO is required prior to sale of a house or whole building.**

**Exemptions Include:** Buildings 600 square feet, or less than 25,000 square feet and individually sold units within a larger building, such as an attached condominium. For details on how to comply with BESO, see the **Berkeley Purchase Agreement Addendum**.

**55. LIVERMORE REGULATIONS:** A Report of Residential Building Records is required to be delivered to the buyer prior to the close of escrow. For more information, go to: <http://www.cityoflivermore.net/civicax/filebank/documents/6177/>.

**56. MEADOW BROOK VILLAGE ASSOCIATION:** The City of Fremont has issued a Notice and Order to Abate Nuisance with respect to the Meadow Brook Village Common Interest Development ("CID"). The City of Fremont has identified several categories of code enforcement issues that may raise fire, life and safety concerns with the structural components of the structures and individual units within that CID. The Meadow Brook Village Homeowners Association ("HOA") has identified additional issues with respect to underfunded reserve accounts, deferred maintenance of structures, equipment and services that are located within the common area; the HOA has imposed an Emergency Assessment Payment on all units and additional assessments may be imposed in the future.

Buyers are strongly encouraged to review all documents maintained by the City of Fremont regarding this CID and to carefully review all documentation maintained by the HOA regarding these issues. Additional documentation regarding past, current and future problems as well as the potential repairs and remedies, cost estimates and other documentation may be in the possession of the HOA Board of Directors, the Developer, construction personnel and/or attorneys retained by the various parties involved in the development, construction and/or repair of the CID. Brokers have not and cannot investigate any or all off-site sources of potentially critical information. Brokers have not and will not verify the information in any documents provided to Buyers by anyone including but not limited to the Seller, the City of Fremont and/or by the HOA or its Board of Directors. Buyers should consider retaining their own construction and engineering experts to evaluate the CID and any unit in the CID as part of their investigation contingency, if any. Buyers who have any questions regarding the legal duties, rights and obligations of anyone who is or who may be involved in the issues described in **Paragraph 55** should consult with their own qualified California real estate attorney.

**57. OAKLAND REGULATIONS:** The City of Oakland has enacted hundreds of regulations, some of which relate to property ownership. Oakland's regulations, taxes and fees may or may not apply to your particular Property; nonetheless, Buyers should review the City's complete list of ordinances as part of their investigation contingency, if any. A complete list of Oakland's ordinances, codes and regulations can be viewed at the City's website at: <https://www.oaklandca.gov/>; or by contacting Oakland's Office of the City Clerk, 1 Frank H. Ogawa Plaza, 1<sup>st</sup> Floor, Oakland, CA 94612, (510) 238-3611, between 8:30 a.m. – 5:00 p.m., Monday through Friday.



**58. PIEDMONT CITY ORDINANCES:**

**a. OPEN PERMITS AND NON-PERMITTED CONSTRUCTION:** The City of Piedmont maintains a “House File” for every Piedmont residence. While the City does not verify or guarantee the accuracy of the information contained in their files, Buyers of any Piedmont residence are encouraged to review the entire file during the Buyers’ investigation contingency period, if any, to determine what existing work on the Property was done with or without permits and whether the permits are still “open.” To review the House File and/or request a Permit History, Buyers should go to the Department of Public Works, 120 Vista Avenue, Piedmont. Further information can be obtained by contacting the Piedmont Department of Public Works at (510) 420-3050. No New Permits will be issued for construction, repair or remodeling on the property if any historical permits are still open. For general information about permits and non-permitted construction see **Paragraphs 27 and 28** above.

**NOTE:** Any Non-Permitted work at any time in the history of the property, and discovered by a City Official, likely will result in a Demand for Compliance by the Public Works Department **regardless of when the Non-Permitted work was completed. The City Council can impose fines of up to \$1,000 per day up to a total fine of \$100,000 until the Property is brought into compliance. Buyers are encouraged to independently determine if there is any unapproved construction. Buyers should also investigate the availability of a retroactive permit compliance process. To determine if there is any unapproved construction, review the house file and request a permit history.**

**b. SIDEWALK INSPECTION ORDINANCE:** A City inspection of the condition of the sidewalk is triggered by a permit application, or an aggregate of permit applications in any year of \$5,000 or more, or upon sale of real property. If the sidewalks for a property are deemed in need of repair, the homeowner has two choices:

- i. Hire a C-8 contractor licensed to work within the City of Piedmont or
- ii. Pay the City on a per square foot basis to have a City Contractor repair the damaged sidewalk.

Failure to comply with this ordinance would result in the City of Piedmont performing repairs, billing the current homeowner, and placing a lien against the property.

**E. SOURCES OF GENERAL INFORMATION:**

**CITY OF ALAMEDA:** <https://www.AlamedaCA.gov>

2263 Santa Clara Ave, Room 380 Alameda, CA 94501 Tel: 510/747-4800

Alameda Rent Stabilization: <http://www.alamedarentprogram.org/ordinance-3148-overview>

Police <https://alamedaca.gov/police> Tel: 510/337-8340

**CITY OF ALBANY:** <https://www.albanycal.org/>

1000 San Pablo Ave, Albany CA 94706 Tel: 510/528-5710

Police <https://www.albanycal.org/departments/police-department> Tel: 510/525-7300

**CITY OF BERKELEY:** <https://www.cityofberkeley.info>

2120 Milvia Street, Berkeley CA 94704 Tel: 510/981-7440

**BERKELEY RENT CONTROL:** <https://www.cityofberkeley.info/rent/>

2125 Milvia Street, Berkeley, CA 94704 Tel: 510/644-6128

**BESO:** <https://www.cityofberkeley.info/beso/>

Police <https://www.cityofberkeley.info/police/> Tel: 510/981-5900

**CITY OF EMERYVILLE:** <http://www.ci.emeryville.ca.us/>

1333 Park Ave, Emeryville CA 94608 Tel: 510/596-4300

Police <http://www.ci.emeryville.ca.us/123/Police>

**CITY OF OAKLAND:** <https://www.oaklandca.gov/> Tel: 510/596-3700

250 Frank Ogawa Plaza, Ste 5313, Oakland CA 94612 Tel: 510/238-3501

**OAKLAND RENT CONTROL:** <https://www.oaklandca.gov/topics/rent-adjustment-program>

250 Frank H. Ogawa Plaza, 5th Floor, Oakland CA 94612 Tel: 510/238-3721

Police <https://www.oaklandca.gov/departments/police> Tel: 510/777-3333



**CITY OF PIEDMONT:** <http://www.ci.piedmont.ca.us/>  
 120 Vista Avenue, Piedmont, CA 94611 Tel: 510/420-3040  
**Police** <http://www.ci.piedmont.ca.us/police/index.shtml> Tel: 510/420-3000

**CITY OF SAN LEANDRO:** <http://www.sanleandro.org>  
 835 East 14<sup>th</sup> Street, San Leandro, CA 94577 Tel: 510/577-3200

**CASTRO VALLEY SANITARY DISTRICT:** <http://www.cvsan.org/PSL>  
 21040 Marshall Street, Castro Valley, CA 94546 Tel: 510/537-0757

**STEGE SANITARY DISTRICT:** <https://www.stegesan.org/>  
 7500 Schmidt Lane, El Cerrito CA 94530 Tel: 510/524-4668

**WEST COUNTY WASTE WATER DISTRICT:** <https://www.wcwwd.org/>  
 2910 Hilltop Drive, Richmond, CA 94806 Tel: 510/222-6700

**Other areas in Alameda and Alameda counties:** <http://www.co.contra-costa.ca.us/> or  
<http://www.co.alameda.ca.us/>. See office addresses on website.

## F. ATTORNEY AND ACCOUNTANT RECOMMENDATIONS:

In addition to the professional service providers Buyers will retain to inspect and analyze the property being purchased or sold, a situation may arise during the course of Buyers' purchase transaction that requires Buyers to either make an important decision or select a plan of action that could result in significant legal consequences and substantial impact on Buyers' personal finances. The most prudent and best plan is to identify a certified public accountant and real estate attorney in advance of the sale or purchase of the property so that Buyers and Sellers can quickly contact and seek the proper financial and/or legal advice and guidance if needed during the transaction. If a 1031 exchange is contemplated, also contact an exchange accommodator to discuss the proper method and timing of the exchange.

## G. THE PARTIES ACKNOWLEDGE THE FOLLOWING REGARDING BROKER:

- Broker does not warrant or guarantee the condition of the Property.
- Broker shall not be responsible for failure to disclose to Buyer facts regarding the condition of the property where the condition (i) is unknown to Broker or (ii) is not capable of being seen by Broker because it is in an area of the property that is reasonably and normally inaccessible to a Broker;
- **Broker has not verified square footage, size of structures, acreage or boundary lines of the property; representations made by others; information received from public records, Seller or other third parties; information contained in inspection reports or in the Multiple Listing Service, or that has been copied therefrom; or statements in advertisements, flyers or other promotional material; or any other matters described in this Disclosures and Disclaimers Advisory; unless otherwise agreed in writing;**
- Broker does not guarantee, and shall not be responsible for, the labor or services or products provided by others to or on behalf of Buyers or Seller and does not guarantee, and shall not be responsible for, the quality, adequacy, completeness or code compliance of repairs made by Seller or by others;
- Broker does not decide what price Buyers should pay or Sellers should accept;
- Brokers are not qualified to give legal, tax, insurance or title advice;
- Brokers lack professional expertise in the areas listed above, and do not verify the results of any inspections or guarantee the performance or reports of any inspection or professional services; and
- **Buyers and Sellers are advised to investigate and choose their own service providers to conduct investigations and advise them on these and all matters related to the sale and purchase of real property. In these and all other matters referred to in this Disclosures and Disclaimers Advisory,**

- **Buyers and Sellers are advised to seek any desired assistance from appropriate qualified professionals. Nothing any real estate licensee may say will change the terms or effect of this Advisory.**

**WIRE FRAUD SCAM ALERT**

Recently there is a small but growing scheme in which Buyers and Sellers have received e-mails from their agent or an escrow company providing wire transfer information for money from Buyer to Escrow, or to Seller for proceeds from Escrow. Hackers intercept these e-mails and then alter the wire transfer instructions to re-direct the funds to the hacker's account with an off-shore bank.

**DO NOT EVER WIRE FUNDS PRIOR TO CALLING THE ESCROW OFFICER AT THE NUMBER PREVIOUSLY PROVIDED TO YOU and confirming verbal wire transfer instructions before taking steps to have the funds transferred.** If you have received questionable wiring instructions, notify your bank, real estate agent and the Escrow holder, as well as the FBI at <https://www.fbi.gov/> and the Internet Crime Complaint Center at <https://www.ic3.gov/>.

**THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF ALL 21 PAGES OF THIS  
ALAMEDA COUNTY DISCLOSURES AND DISCLAIMERS ADVISORY WHICH  
CAN BE SIGNED IN COUNTERPART**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer

9/10/2019

Dated: \_\_\_\_\_

\_\_\_\_\_  
Seller

51BE9BE0A0E84B1

Daniel McLoughlin

DocuSigned By: Daniel McLoughlin

Dated: \_\_\_\_\_

\_\_\_\_\_  
Seller



**BERKELEY PURCHASE AGREEMENT ADDENDUM**

*A Service of the Oakland/Berkeley Association of REALTORS®. This form is intended for use with the California Association of REALTORS® forms RPA "Residential Purchase Agreement" and/or RIPA "Residential Income Purchase Agreement". This form is a product of the Oakland/Berkeley Association of REALTORS®. The terms of the California Association of REALTORS® User Protection Agreement do not apply to this form*

**This Addendum is intended for use in the City of Berkeley. Please also review the separate Alameda County, Contra Costa County or city specific Ordinances and Regulations for property in the area you are either selling or buying. Disclosure documents and forms may contain references, including web site addresses and internet links (hyper-links), to additional important material that is not printed on the document itself. Buyers and Sellers should investigate those links if they are not entirely satisfied with the document as it is presented to them.**

The information in this Addendum has been compiled by the Oakland/Berkeley Association of REALTORS® as a service to its members and is effective as of October 2016. This Addendum is not intended to be nor should it be considered to be an accurate reflection of all of the legal requirements that may be imposed by the governmental and quasi-governmental entities referenced in this Addendum either as of the date the document was created or at any time thereafter. Real Estate Brokers and their Sales Associates do not have the requisite training or skills to determine the legal sufficiency of this Addendum or the legal requirements that may be imposed upon the Property. If Seller or Buyer has any questions or concerns regarding their legal rights and obligations then they should consult with their own qualified California real estate attorney.

This is an Addendum to that Purchase Agreement dated \_\_\_\_\_ by and between

**Daniel P McLoughlin** \_\_\_\_\_ (Seller) and

\_\_\_\_\_ (Buyer)

for that Property commonly known as

**1314 Spruce St** \_\_\_\_\_, **Berkeley** \_\_\_\_\_, CA.

Except as specified herein, all other terms and conditions remain unchanged.

**CITY OF BERKELEY****1. SEWER LATERAL COMPLIANCE:**

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

**B. ☐ Not in Compliance - Responsibility for Repairs:** If checked, the subject property is not yet in compliance with the City of Berkeley Municipal Code Chapter 17.24. An inspection report ☐ has ☐ has not been provided.

(Check 1 or 2)

1. ☐ Repairs Prior to Close of Escrow: Repairs prior to close of escrow will be paid by:

☐ Seller

☐ Buyer



## Alameda County, California - CITY OF BERKELEY

Revised 10/12/2016

2. ☐ Repairs after the close of escrow: Buyer assumes responsibility for repairs after close of escrow: Buyer and Seller shall give mutual instruction to the Title Company handling escrow that the Mandatory Deposit for Sewer Lateral Compliance shall be paid by (Check one box only if 2 is checked):

☐ Seller

☐ Buyer

After all Sewer Lateral repairs and/or replacement is complete, and a Sewer Lateral Certificate is issued, all funds held by the City of Berkeley shall be returned to (Check one box only if 2 is checked):

☐ Seller

☐ Buyer

Options for Time Extension to complete required Sewer Lateral Work after Close of Escrow. Buyer assumes all responsibility for repairs.

- o A \$4500 deposit shall be given, prior to close of escrow, directly to the City of Berkeley Finance Customer Service Department as the Mandatory Deposit for Sewer Lateral Compliance along with the Agreement for Time Extension. Fees subject to change anytime. Deposit shall be paid by (check one box only):

☐ Seller

☐ Buyer

OR

- o Submit the Agreement for Time Extension along with a signed copy of contract with a qualified licensed Plumbing Contractor for the lateral rehabilitation work indicating the deposit amount and date on which the work will start.

**Buyer and Seller acknowledge that if all sewer lateral repairs are not completed within 6 months of the date of close of escrow, the Mandatory Deposit shall be forfeited to the City of Berkeley. Furthermore, the City of Berkeley will have the right to have all work performed by a contractor selected by the City of Berkeley. The cost of all repairs shall be the responsibility of the Buyer and the City of Berkeley may or may not credit any of the deposit funds to the cost of repair. Prospective buyers should contact the HOA of any condominium directly to determine responsibility for the sewer lateral.**

**2. SEISMIC TRANSFER TAX CREDIT:** The City Of Berkeley has imposed a property transfer tax equal to 1.5% of the sales price. Up to one third of the tax (1/2% of sales price) may be rebated to pay for seismic strengthening of the structure. If the Seller wants to claim the Transfer Tax Credit, a Declaration of Real Property Transfer Tax form must be approved by the City prior to close of escrow. If the Buyer wants to claim a Transfer Tax Rebate, Seismic work must be completed with permits and a Seismic Retrofit Verification form filed within 1 year of the close of escrow. Unless the property conforms to Plan Set "A", additional engineering may be required prior to issuance of a building permit by the City of Berkeley. The additional costs and fees for such engineering design may NOT be paid from the Transfer Tax Credit. If currently allowed, any available Seismic Transfer Tax Credit/Rebate will be claimed by

(CHECK ONE)

☐ Seller

☐ Buyer

Refer to Ordinance #6072-NS. The application form is available at City of Berkeley Building Permits 510-981-7500.



**BESO Overview:** BESO, Building Energy Savings Ordinance requires building owners and homeowners to complete comprehensive energy assessments to uncover energy saving opportunities. The assessments are conducted by [registered energy assessors](#) who provide tailored recommendations on how to save energy and link building owners to incentives for energy efficiency upgrade projects. BESO is required [prior to sale of a house or whole building](#).

**BESO Exemptions at time of sale:** Buildings 600 square feet or less, 25,000 square feet or more, and individually sold units within a larger building, such as an attached condo.

### How to Comply with BESO:

**Step 1. Check building status** by looking up the building address on the [BESO property status list](#). If the building is already BESO compliant, send an email to [BESO@cityofberkeley.info](mailto:BESO@cityofberkeley.info) requesting copies of compliance form, if needed and skip to Step 4. If the building is not listed, continue to Step 2.

**Step 2. Seller or buyer completes [BESO Application Form](#) choosing one of the compliance options below**

- ☒ **Time of Sale Deferral to Buyer** - The Time of Sale Deferral requires the buyer to complete an energy assessment within 12 months of the sale date. Submit application and filing fee of \$48 to receive BESO deferral Form C. *(Form C must be signed by buyer and included with property transfer documents at close of escrow)*
- ☐ **Energy Assessment Report Submission** - Hire an assessor appropriate for your building type from the [Registered Energy Assessor List](#) on the BESO website, then submit BESO application and filing fee to receive BESO compliance Form A. The registered energy assessor will complete an assessment of your building and provide customized energy efficiency recommendations in an Energy Report. The assessor will provide a copy of the Energy Report to the customer and the City. The City will email a *Compliance Form A* upon receipt of the BESO application and filing fee. Filing fees range from \$79 for small (less than 4 units or 5,000 sq. ft. or less), \$152 for medium (over 5,000 sq. ft. to 24,999 sq. ft.), and \$250 for large (25,000 sq. ft. or more) buildings. For BESO Compliance for homes, an [Energy Upgrade California \(EUC\) Advanced Assessment](#) may be provided in lieu of a [Home Energy Score](#).
- ☐ **High Performance Exemption** - If a qualified comprehensive energy upgrade (such as Energy Upgrade California®), has already been completed, apply for a High Performance exemption. Submit application and documented evidence of high performance (no filing fee) to receive BESO compliance Form A.
- ☐ **Exempt Sale** - Units within a larger building (such as an individually owned attached condo) are exempt at time of sale. Submit application (no filing fee) to receive appropriate BESO compliance form. (Please include whole building address range and size on this application, not just pertaining to particular unit.)
- ☐ **Deferral for New Construction or Completed Extensive Renovation** - Time of Sale reporting requirements may be deferred for up to ten years for new construction (Extensive Renovation must include replacement of all energy-related equipment and at least half of the building envelope). Submit application (no filing fee) to receive BESO deferral Form D. If a property has already applied for permits for a Planned Extensive Renovation or Demolition, they may send associated evidence, and receive a 24-month deferral Form D.

**Alameda County, California - CITY OF BERKELEY****Revised 10/12/2016**

For additional deferrals, such as hardship, please contact the BESO team directly at [BESO@cityofberkeley.info](mailto:BESO@cityofberkeley.info) or 510-981-7465.

**Step 3. Submit completed BESO Application Form and filing fees** (if applicable):

- Email Application to [BESO@cityofberkeley.info](mailto:BESO@cityofberkeley.info). Since credit card information cannot be transmitted securely via email, a cashier from the Permit Service Center will call the customer phone number provided in the BESO application for credit card payment information.

OR

- Mail application and check to:  
City of Berkeley Permit Service Center  
BESO, 2nd Floor  
2120 Milvia Avenue, Berkeley CA 94704

**Step 4. Disclose building status to prospective buyers.** BESO information and status is available on the City's website. Energy information must be provided to prospective buyers. All BESO compliance documents (*such as Form C, A, D, or E*), provided to the applicant, along with the Energy Report (if completed) are required to be included with closing documents at close of escrow.

**Other ordinances: Jurisdictions have ordinances that may affect the use, value or enjoyment of your property. You are advised to visit the appropriate website or offices of the appropriate jurisdiction to determine whether the subject property is in an area regulated by such ordinances.**

**SOURCES OF INFORMATION:**

**City of Berkeley:** <http://www.ci.berkeley.ca.us/>  
2120 Milvia Street, Berkeley CA 94704  
Tel: 510/981-7440

**Police** <http://www.ci.berkeley.ca.us/police/>  
Tel: 510/981-5900

**Berkeley Rent Control:**  
<http://www.ci.berkeley.ca.us/rent/>  
2125 Milvia Street, Berkeley, CA 94704  
Tel: 510/644-6128

**Other areas in Alameda and Contra Costa counties:** <http://www.co.contra-costa.ca.us/> or <http://www.co.alameda.ca.us/>.  
See office addresses on website.

**East Bay Municipal Utility District (EBMUD):**  
<http://www.ebmud.com>

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF ALL FOUR (4) PAGES OF THIS DOCUMENT.  
**This document may be signed in counterparts.**

Buyer

Dated: \_\_\_\_\_

Buyer

Dated: \_\_\_\_\_

51BE9BE0A0E84B1  
*Daniel McLoughlin*  
Seller: Daniel P. McLoughlin

Dated: 9/10/2019

Seller

Dated: \_\_\_\_\_





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**MARKET CONDITIONS ADVISORY**  
(C.A.R. Form MCA, Revised 11/11)

**1. MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

**2. BUYER CONSIDERATIONS:**

**A. OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

**B. NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

**(1) LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

**(2) APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials (        ) (        )

Seller's Initials ( DM ) (        )



Property Address: 1314 Spruce St, Berkeley, CA 94709-1435

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

**(3) INSPECTION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

**C. BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: **(i)** review all available Seller reports, disclosures, information and documents; **(ii)** have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and **(iii)** carefully assess your financial position and risk with your attorney, accountant or financial advisor.

**D. MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

### 3. SELLER CONSIDERATIONS:

As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer	_____	Date	_____
Buyer	_____	Date	_____
Seller	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> 51BE9BE0A0E84B1  Daniel McLoughlin </div>	Date	9/10/2019
Seller	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> Daniel F. McLoughlin  Signed By: Daniel McLoughlin </div>	Date	_____

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MCA 11/11 (PAGE 2 OF 2)

### MARKET CONDITIONS ADVISORY (MCA PAGE 2 OF 2)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



1314 Spruce



Property Address **1314 Spruce St, Berkeley, CA 94709-1435**

**1. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

**2. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

**3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

**By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.**

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

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**BIA REVISED 11/14 (PAGE 1 OF 1)****BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)**





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## FOR YOUR PROTECTION: GET A HOME INSPECTION

### Required For FHA Transactions

(C.A.R. Form HID, Revised 4/08)

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

Property Address 1314 Spruce St  
Berkeley, CA 94709-1435

#### WHY A BUYER NEEDS A HOME INSPECTION

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- Evaluate the physical condition: structure, construction, and mechanical systems
- Identify items that need to be repaired or replaced
- Estimate the remaining useful life of the major systems, equipment, structure, and finishes

#### APPRAISALS ARE DIFFERENT FROM HOME INSPECTIONS

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- Estimate the market value of a house
- Make sure that the house meets FHA minimum property standards/requirements
- Make sure that the property is marketable

#### FHA DOES NOT GUARANTEE THE VALUE OR CONDITION OF YOUR POTENTIAL NEW HOME

If you find problems with your new home after closing, FHA cannot give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

#### RADON GAS TESTING

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

#### BE AN INFORMED BUYER

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

**I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.**

- ☐ I /We choose to have a home inspection performed.
- ☐ I /We choose not to have a home inspection performed.

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

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

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HID REVISED 4/08 (PAGE 1 OF 1)

FOR YOUR PROTECTION: GET A HOME INSPECTION (HID PAGE 1 OF 1)



Northbrae Properties, Inc, 1600 Hopkins St. Berkeley, CA 94707  
Christian Thede

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Phone: 510.526.4336

Fax: 510.526.4836

1314 Spruce



# Northbrae Properties

## Hold Harmless Agreement - Pest Control

Dated: \_\_\_\_\_ for property located at: **1314 Spruce St. Berkeley**

By and between \_\_\_\_\_ as Buyer(s) and  
Daniel McLoughlin \_\_\_\_\_ 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:

GT Inspects dated 8/5/19 in the amount of  
see report for section I and in the amount of see report 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.

Northbrae Properties 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).

Buyer acknowledges the risks of having work done by "others" and holds the sellers, Northbrae Properties and the selling broker (if applicable) harmless and relieves them of any liability relating to the completion of pest control work.

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

<div style="border: 1px solid black; padding: 2px; display: inline-block;"> 51BE9BE0A0E84B1  <u>Daniel McLoughlin</u>  DocuSigned By: Daniel McLoughlin </div>		9/10/2019	
Seller	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Buyer	Date
_____	_____	_____	_____



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**STATEWIDE BUYER AND SELLER ADVISORY**  
**(This Form Does Not Replace Local Condition Disclosures.**  
**Additional Advisories or Disclosures May Be Attached)**  
(C.A.R. Form SBSA, Revised 6/18)

**BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
  - You should conduct thorough investigations of the Property both personally and with appropriate professionals.
  - If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
  - You should retain your own professional even if Seller or Broker has provided you with existing reports.
  - You should read all written reports given to you and discuss those reports with the persons who prepared them. It is possible that different reports provided to you contain conflicting information. If there are discrepancies between reports, disclosures or other information, you are responsible for contacting appropriate professionals to confirm the accuracy of correctness of the reports, disclosures or information.
  - You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to respond to you or make any such repairs, corrections or other requested actions.
  - If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
  - You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.
  - The terms of the Agreement and any counter offers and addenda establish your rights and responsibilities.
- YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.
- You are advised to seek legal, tax, and other assistance from appropriate professionals in order to fully understand the implications of any documents or actions during the transaction. If you are doing a 1031 exchange, you are advised to contact an exchange accommodator to discuss the proper method and timing of the exchange.

**BROKER RIGHTS AND DUTIES:**

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- If a Broker gives you reports or other documents, unless otherwise specified, it is possible that different reports provided to you contain conflicting information. Broker has not and will not verify or otherwise investigate the information contained therein.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.





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## A. Investigation of Physical Conditions

**1. EASEMENTS, ACCESS AND ENCROACHMENTS:** Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 2 OF 14)

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1314 Spruce



**2. ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. Some municipalities may impose additional requirements regarding underground storage tanks, which may be more common in certain areas and cities throughout the State, especially where there are larger, older homes built before 1935. It is possible that these tanks, either now or in the future, may require inspections or abatement. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home." Brokers do not have expertise in this area.

**3. FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants." Brokers do not have expertise in this area.

**4. GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s). Brokers do not have expertise in this area.

**5. INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in these area.





**6. MOLD:** Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Brokers do not have expertise in this area.

**7. PETS AND ANIMALS:** Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**8. SEPTIC SYSTEMS:** Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level. Brokers do not have expertise in this area.

**9. SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections. Brokers do not have expertise in this area.

**10. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others concerning square footage, lot size, Property corners or exact boundaries. Standard title insurance does not insure the boundaries of the Property. If the exact square footage or lot size or location of Property corners or boundaries is an important consideration in Buyer's decision to purchase the Property and/or how much Buyer is willing to pay for the Property, then Buyer must independently conduct Buyer's own investigation through appropriate professionals, appraisers, or licensed surveyors and rely solely on their data, recognizing that all measurements may not be consistent and that different sources may have different size assessments. Brokers do not have expertise in this area.



**11. WATER INTRUSION:** Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

**12. WELL AND WATER SYSTEM(S):** Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**13. WOOD DESTROYING PESTS:** Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period. Brokers do not have expertise in this area.

## B. Property Use and Ownership

**1. ACCESSORY DWELLING UNITS:** Accessory Dwelling Units (ADUs) are known by many names: granny flats, in-law units, backyard cottages, secondary units and more. California has passed laws to promote the development of ADUs. Additional information about ADUs can be found at <http://hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use and rentability of the Property, its development and size. Brokers do not have expertise in this area.

**2. BUILDING PERMITS, ZONING AND CODE COMPLIANCE:** Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Certain governmental agencies may require periodic inspections to occur in the future. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**3. BUYER INTENDED FUTURE USE OF, AND MODIFICATIONS TO, THE PROPERTY:** Buyer and Seller are advised that Seller's existing use of the property may not be consistent with Buyer's intended use or any future use that Buyer makes of the property, whether or not Buyer has any current plans to change the use. Buyer is advised to check with appropriate government agencies or third party professionals to verify what legal requirements are needed to accommodate any change in use. In addition, neither Seller nor Broker make any representations as to what modifications Buyer can make to the Property after close of escrow as well as any cost factors associated with any such modifications. Buyer is advised to check with his own licensed contractor and other such professionals as well as with the appropriate government agencies to determine what modifications Buyer will be allowed to make after close of escrow. Brokers do not have expertise in this area.

**4. CALIFORNIA FAIR PLAN:** Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.





**5. FUTURE REPAIRS, REPLACEMENTS AND REMODELS:** Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**6. HEATING VENTILATING AND AIR CONDITIONING SYSTEMS:** Changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. The phase out of the use of R-22 Freon will have an impact on repairs and replacement of existing air conditioning units and heat pumps. More information is available from the Environmental Protection Agency at <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>. New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at [http://www1.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www1.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27). If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**7. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS:** Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions or requirements regarding Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

**8. INSURANCE, TITLE INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE:** Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or ESD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner's Association Insurance and the type of insurance coverage that Buyer may purchase. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

**9. LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.



**10. MARIJUANA, CANNABIS, AND METHAMPHETAMINE LABS:** Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California law also allows recreational use of marijuana for adults, as well as limited rights for individuals to grow and cultivate marijuana, and rights of others, subject to a licensing process, to grow, cultivate and distribute marijuana for recreational use. California's medical and recreational marijuana laws are in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" ([https://oag.ca.gov/system/files/attachments/press\\_releases/n1601\\_medicalmarijuanaguidelines.pdf](https://oag.ca.gov/system/files/attachments/press_releases/n1601_medicalmarijuanaguidelines.pdf)) and the U.S. Department of Justice memo regarding marijuana prosecutions at <https://www.justice.gov/opa/press-release/file/1022196/download>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

**11. OWNER'S TITLE INSURANCE:** The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that Buyers be provided with the following notice: "IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."

Additionally, even the CFPB on its "ask CFPB" "What is owner's title insurance?" page advises "You may want to buy an owner's title insurance policy, which can help protect your financial interest in the home." Moreover, not obtaining an owner's policy may increase the cost of the lender's policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner's title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code 1057.6 and by the CFPB. Brokers do not have expertise in this area.

**12. RENT AND EVICTION CONTROL LAWS AND ORDINANCES:** Buyer and Seller are advised that some cities and counties impose or may impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property, the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**13. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS:** Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing or retrofitting low-flow toilets and showerheads, gas shut-off valves, fireplaces, and tempered glass. Further, there may be potential health impacts from air pollution caused from burning wood. Exposure to particulate matter from the smoke may cause short-term and long-term health effects. Buyers should consult with licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance. Brokers do not have expertise in this area.





**14. SHORT TERM RENTALS AND RESTRICTIONS:** Buyer and Seller are advised that some cities, counties and Homeowner Associations (HOAs) do impose or may impose restrictions that limit or prohibit the right of the owner or occupant to rent-out the Property for short periods of time (usually 30 Days or less). In short term rentals, as well as all rentals, Buyer and Seller are advised to seek assistance to ensure compliance with all fair housing laws and regulations. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority or HOA during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**15. VIEWS:** Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**16. SWIMMING POOL, SECURITY AND SAFETY:** Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms, pool covers, exit alarms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements. State law requires that new pools and spas be equipped with at least two of seven specified drowning prevention safety features. Home inspectors have a statutory obligation to perform a non-invasive physical examination of the pool area to identify which safety features are present. Brokers do not have expertise in this area.

**17. WATER SHORTAGES AND CONSERVATION:** Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

**18. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS:** Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in Section 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyers are advised to discuss the matter with the appropriate entity and address the responsibility for payment in negotiations for the purchase agreement or amendment prior to removing contingencies. Some cities and other localities have begun, or have the intention to begin, the process of requiring the replacement of utility poles by requiring that utility lines be buried underground. These projects can result in special tax assessments and set-up costs that are imposed on individual property owners. Brokers do not have expertise in this area.

## C. Off-Site and Neighborhood Conditions

**1. GOLF COURSE DISCLOSURES:** Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls - Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting - The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use - A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system - Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts - Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences - It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction - Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions - As some municipalities face water shortages, the continued availability of water to the

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golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter. Brokers do not have expertise in this area.

**2. NEIGHBORHOOD, AREA, PERSONAL FACTORS, BUYER INTENDED USE, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS:** Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer and FAA requirements for recreational and non-recreational use of Unmanned Aircraft Systems (UAS) (drones) (see UAS frequently asked questions <http://www.faa.gov/uas/faqs/>). California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at [www.cahighspeedrail.ca.gov/](http://www.cahighspeedrail.ca.gov/). The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions. Brokers do not have expertise in this area.

**3. NEIGHBORHOOD NOISE SOURCES:** Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

**4. SCHOOLS:** Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

**5. UNDERGROUND PIPELINES AND UTILITIES:** Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.

## D. Legal Requirements (Federal, State and Local)

**1. DEATH ON THE PROPERTY:** California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing. Brokers do not have expertise in this area.

**2. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES:** Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that,





during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones. Brokers do not have expertise in this area.

**3. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at <http://www.epa.gov/lead> for more information. Buyer and Seller are advised to consult an appropriate professional. Brokers do not have expertise in this area.

**4. FIRE HAZARDS:** Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Buyer is advised that there is a potential for fires even outside designated zones. Brokers do not have expertise in this area.

**5. FIRPTA/CALIFORNIA WITHHOLDING:** Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the Buyer acquires the property as Buyer's residence and the price does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

**6. FLOOD HAZARDS:** Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Buyer is advised that there is a potential for flooding even outside designated zones. Brokers do not have expertise in this area.

**7. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov/>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers, in any, are required to check this website. If Buyer wants further information, Buyer should obtain information directly from this website.) Brokers do not have expertise in this area.

**8. NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL; ACCURATE SALES PRICE REPORTING:** Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following notice to the Buyer:

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

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."



Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. A change (preliminary change) of ownership form is generally required to be filed by the Buyer with the local taxing agency. The form identifies the sales price of the Property. An assessor may value the Property at its fair market value regardless of the sales price declared by the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

**9. ZONE MAPS MAY CHANGE:** Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA. Brokers do not have expertise in this area.

## E. Contract Related Issues and Terms

**1. ARBITRATION:** Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

**2. ELECTRONIC SIGNATURES:** The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you have taken the time necessary to read each document thoroughly, have full knowledge, and consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms. Brokers do not have expertise in this area.

**3. ESCROW FUNDS:** Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

**4. HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

**5. IDENTIFICATION OF NATURAL PERSONS BEHIND SHELL COMPANIES IN ALL-CASH TRANSACTIONS:** The U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) has issued Geographic Targeting Orders (GTOs) targeting alleged money laundering risk in the real estate sector. The GTOs will temporarily require U.S. title insurance companies to identify the natural persons behind shell companies used to pay "all cash" for residential real estate in certain major metropolitan areas where the purchase price equals or exceeds \$300,000. FinCEN remains concerned that all-cash purchases (i.e., those without bank financing) may be conducted by individuals attempting to hide their assets and identity by purchasing residential properties through limited liability companies, corporations or other similar structures.





GTOs have helped law enforcement identify possible illicit activity. FinCEN reported that a significant portion of covered transactions have dictated possible criminal activity associated with the individuals reported to be the beneficial owners behind shell company purchasers. Brokers do not have expertise in this area.

**6. LIQUIDATED DAMAGES:** Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

**7. MEDIATION:** Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails. Brokers do not have expertise in this area.

**8. NON CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller. Brokers do not have expertise in this area.

**9. ONLINE OR WIRE FUNDS TRANSFERS:** Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed. See C.A.R. Form WFA for further information. Brokers do not have expertise in this area.

## F. Other Factors Affecting Property

**1. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

**2. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene PEX, KITEC® and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov/> during Buyer's inspection contingency period. Another source affiliated with the CPSC is <http://saferproducts.gov/> which allows a Buyer to search by product type or product name. Buyer may also search using the various search engines on the Internet for the specified product



or products in question. Brokers recommend that Buyer satisfy themselves regarding recalled or defective products. Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. Brokers do not have expertise in this area.

- 3. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS; FHA/VA APPROVAL:** Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.
- 4. LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters. Brokers do not have expertise in this area.
- 5. MARKETING; INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA:** Buyer and Seller are advised that Broker may employ a "staging" company to assist in the presentation of the Property. The furnishings and decorations in the staging are generally not included in the sale unless specifically noted in the Agreement. Statements and inclusion in the MLS entry, flyers, and other marketing materials are NOT part of the Agreement. In addition, Broker may employ a service to provide a "virtual tour" or "virtual staging" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. While they are supposed to be an accurate representation of the property, the photos may be enhanced and not fully representative of the actual condition of the property. Further, neither the service provider nor Broker have total control over who will obtain access to materials placed on the internet or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies, and it may or may not reflect the opinions or representations by the Broker. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Broker has no control over how long the information or photos concerning the Property will be available on the Internet or through social media, and Broker will not be responsible for removing any such content from the internet or MLS. Brokers do not have expertise in this area.
- 6. PACE LOANS AND LIENS:** The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner's property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on a property for the amount owed plus interest. A property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has "super priority." Sellers are obligated to disclose, pursuant to the C.A.R. Residential Purchase Agreement (C.A.R. Form RPA), whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.





**7. RE-KEYING:** All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer's safety and security of their persons as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded. In the event of a lease back to Seller after the close of escrow, Seller is advised that the Buyer is entitled to the keys as the Owner of the Property even though the Seller stays in possession of the Property as provided in the RPA.

**8. SOLAR PANEL LEASES:** Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor's security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Assumption of the lease may require Buyer to provide financial information to the leasing company who may require a credit report be obtained on the Buyer. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. Buyers willingness to assume any such lease is a contingency in favor of Seller. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: "PACE Programs and Solar Leases". Brokers do not have expertise in this area.

**9. RECORDING DEVICES:** Audio or video recording devices or both may be present on the Property, whether or not notice of any such devices has been posted. Seller may or may not even be aware of the capability of such devices.

## G. Local Disclosures and Advisories

### 1. LOCAL ADVISORIES OR DISCLOSURES (IF CHECKED):

The following disclosures or advisories are attached:

- A. ☐ \_\_\_\_\_  
 B. ☐ \_\_\_\_\_  
 C. ☐ \_\_\_\_\_  
 D. ☐ \_\_\_\_\_

**Buyer and Seller are encouraged to read all 14 pages of this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of all 14 pages of this Advisory.**

BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

(Address) \_\_\_\_\_

SELLER 51BE9BE0A0E84B1  
Daniel McLoughlin Daniel P McLoughlin Date 9/10/2019  
 SELLER DocuSigned By: Daniel McLoughlin Date \_\_\_\_\_

(Address) \_\_\_\_\_

Real Estate Broker (Selling Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ DRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Real Estate Broker (Listing Firm) 69ADG757BCA54EF  
Christian Thede Northbrae Properties DRE Lic. # 01951376

By DocuSigned By: Christian Thede DRE Lic.# 01335015 Date 9/10/2019

Address 1600 Hopkins St City Berkeley State CA Zip 94707-2713

Telephone (510)774-5927 Fax \_\_\_\_\_ Email chris@northbrae.com

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 14 OF 14)

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1314 Spruce



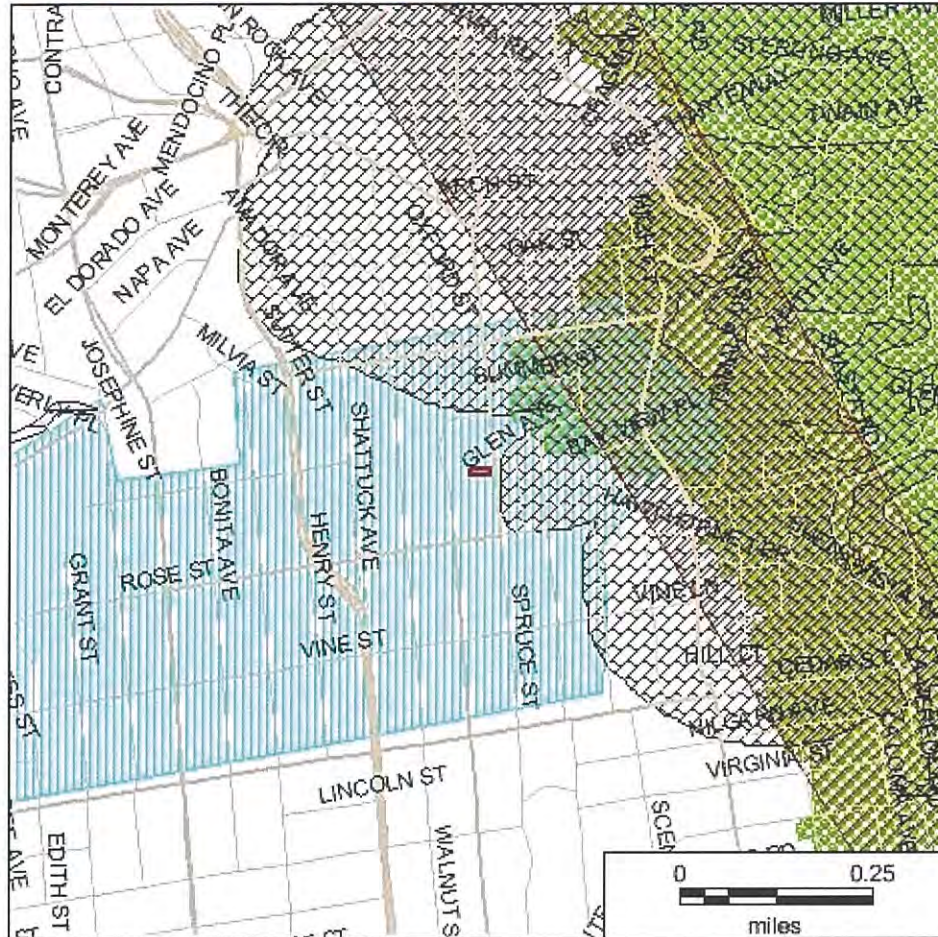


## Map of Statutory Natural Hazards For ALAMEDA County

**Property Address:** 1314 SPRUCE ST  
 BERKELEY, ALAMEDA COUNTY, CA 94709  
 ("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

### Map of Statutory Natural Hazard Zones



□ Subject Property

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

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





## JCP-LGS Residential Resale Property Disclosure Reports

# Natural Hazard Disclosure (NHD) Report For ALAMEDA County

**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

## Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

The seller and seller's agent(s) or a third-party consultant disclose 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 Property. Seller hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the seller and seller's agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the seller and buyer. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

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

Yes ☐ No ☒ Do not know and information not available from local jurisdiction ☐

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

Yes ☒ No ☐ Do not know and information not available from local jurisdiction ☐

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

Yes ☐ No ☒

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

Yes ☐ No ☒

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

Yes ☐ No ☒

**A SEISMIC HAZARD ZONE** pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) ☐ Yes (Liquefaction Zone) ☐

No ☒ Map not yet released by state ☐

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

Signature of Seller(s) <i>Christian Thede</i>	Date 9/10/2019	Signature of Seller(s) <i>Daniel McLoughlin</i>	Date 9/10/2019
Signature of Seller's Agent <i>Christian Thede</i>	Date 9/10/2019	Signature of Seller's Agent	Date

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

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

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION.  
Date 24 June 2019

Buyer represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the seller(s) or agent's disclosure obligations in this transaction.

Signature of Buyer(s)	Date	Signature of Buyer(s)	Date
-----------------------	------	-----------------------	------

### BUYER(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
- Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
- General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
- Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
- Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at <http://www.disclosures.com/>.



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**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

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## JCP &amp; LGS Residential Resale Property Disclosure Reports

## Summary of Disclosure Determinations For ALAMEDA County

**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

### PROPERTY DISCLOSURE SUMMARY - READ FULL REPORT

Statutory NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Flood		<b>X</b>		NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone(s) X.	<u>6</u>
Dam	<b>X</b>			IN an area of potential dam inundation.	<u>6</u>
Very High Fire Hazard Severity		<b>X</b>		NOT IN a very high fire hazard severity zone.	<u>7</u>
Wildland Fire Area		<b>X</b>		Not in a wildland-state responsibility area.	<u>7</u>
Fault		<b>X</b>		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	<u>8</u>
Landslide		<b>X</b>		NOT IN an area of earthquake-induced land sliding designated pursuant to the Seismic Hazard Mapping Act.	<u>8</u>
Liquefaction		<b>X</b>		NOT IN an area of potential liquefaction designated pursuant to the Seismic Hazard Mapping Act.	<u>8</u>

County-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fault		<b>X</b>		NOT WITHIN one-eighth of one mile (660 feet) of a mapped Fault that is not bounded by a regulatory fault zone.	<u>10</u>
Landslide	<b>X</b>			IN a mapped Landslide deposit larger than 200 feet.	<u>10</u>
Fire		<b>X</b>		NOT IN a mapped Fire Hazard Severity Zone in SRA rated Very High, High, or Moderate.	<u>11</u>
Liquefaction	<b>X</b>			IN a mapped area with a Low Liquefaction Susceptibility rating.	<u>10</u>
Tsunami		<b>X</b>		NOT IN a mapped Tsunami Inundation Area.	<u>11</u>

City-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fire Hazard	<b>X</b>			IN a designated hill fire hazard area	<u>13</u>

Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Former Military Ordnance		<b>X</b>		NOT WITHIN one mile of a formerly used ordnance site.	<u>14</u>
Commercial or Industrial	<b>X</b>			WITHIN one mile of a property zoned to allow commercial or industrial use.	<u>14</u>
Airport Influence Area		<b>X</b>		NOT IN an airport influence area.	<u>15</u>
Airport Noise Area for 65 Decibel		<b>X</b>		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	<u>16</u>
Bay Conservation and Development Commission		<b>X</b>		NOT IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission.	<u>17</u>
California Energy Commission	<b>X</b>			IN a climate zone where properties are usually subject to duct sealing and testing requirements	<u>18</u>
Right to Farm Act		<b>X</b>		NOT IN a one mile radius of designated Important Farmland.	<u>19</u>
Notice of Mining Operations		<b>X</b>		NOT IN a one mile radius of a mapped mining operation that requires a statutory "Notice of Mining Operation" be provided in this Report:	<u>20</u>

General Advisories	Description	NHD Report page:
Registered Sex Offender Data Base (Megan's Law) Notice	Provides an advisory required pursuant to Section 290.46 of the Penal Code. Information about specified registered sex offenders is made available to the public.	<u>21</u>
Gas and Hazardous Liquid Transmission Pipeline Database Notice	Provides a notice required pursuant to Section 2079.10.5(a) of the Civil Code. Information about transmission pipeline location maps is made available to the public.	<u>22</u>



# 2019 Residential Resale Property Disclosure Reports

## Summary of Disclosure Determinations

### For ALAMEDA County

**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
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**APN:** 060-2466-047  
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General Advisories	Description	NHD Report page:
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	<u>23</u>
Mold	Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.	<u>24</u>
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	<u>25</u>
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	<u>25</u>
Abandoned Mines	Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.	<u>26</u>
Oil and Gas Wells	Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.	<u>26</u>
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	<u>27</u>
Residential Fireplace Disclosure	Provides disclosure of restrictions on the use of wood-burning fireplaces imposed by the Bay Area Air Quality Management District.	<u>28</u>

Property Tax Determinations	IS	IS NOT	Property is:	Tax Report page:
Mello-Roos Districts	<b>X</b>		SUBJECT TO one or more Mello-Roos Community Facilities Districts.	<u>30</u>
1915 Bond Act Districts		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District.	<u>30</u>
PACE Contract Assessment		<b>X</b>	NOT SUBJECT TO a PACE Contract Assessment.	<u>30</u>
Other Direct Assessments	<b>X</b>		SUBJECT TO one or more other direct assessments.	<u>32</u>
SRA Fire Prevention Fee		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (SRA Fee is suspended until 2031 by Assembly Bill 398 of 2017).	<u>37</u>

Determined by First American Professional Real Estate Services, Inc.

For more detailed information as to the foregoing determinations, please read this entire Report.





## Natural Hazard Disclosure (NHD) Report For ALAMEDA County

**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

# Natural Hazard Disclosure Report

## Part 1. State Defined Natural Hazard Zones

### Statutory Natural Hazard Disclosures

Section 1103 of the California Civil Code mandates the disclosure of six (6) natural hazard zones if the Property is located within any such zone. Those six "statutory" hazard zones, disclosed on the **Natural Hazard Disclosure Statement ("NHDS")** on Page one of this Report, are explained below. Note that the NHDS does not provide for informing buyers if a property is only partially within any of the delineated zones or provide additional flood zone information which could be very important to the process. The following summary is intended to give buyers additional information they may need to help them in the decision-making process and to place the information in perspective.

### SPECIAL FLOOD HAZARD AREA

**DISCUSSION:** Property in a Special Flood Hazard Area (any type of Zone "A" or "V" as designated by the Federal Emergency Management Agency ("FEMA")) is subject to flooding in a "100-year rainstorm." Federally connected lenders require homeowners to maintain flood insurance for buildings in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. According to FEMA, a home located within a SFHA has a 26% chance of suffering flood damage during the term of a 30-year mortgage. Other types of flooding, such as dam failure, are not considered in developing these zones. Flood insurance for properties in Zones B, C, D, X, X500, and X500\_Levee is available but is not required.

**Zones A, AO, AE, AH, AR, A1-A30:** Area of "100-year" flooding - a 1% or greater chance of annual flooding.

**Zone A99:** An "adequate progress" determination for flood control system construction projects that, once completed, may significantly limit the area of a community that will be included in the Special Flood Hazard Area (SFHA). Such projects reduce but do not eliminate, the risk of flooding to people and structures in "levee-impacted" areas, and allow mandatory flood insurance to be available at a lower cost.

**Zones V, V1-V30:** Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

**Zone B:** Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

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

**Zones X:** An area of minimal flood risk. These are areas outside the "500" year flood-risk level.

**Zone X500:** An area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

**Zone X500\_LEVEE:** An area of moderate flood risk that is protected from "100-year flood" by levee and that is subject to revision to high risk (Zone A) if levee is decertified by FEMA.

**Zone N:** Area Not Included, no flood zone designation has been assigned or not participating in the National Flood Insurance Program.

**Notice:** The Company is not always able to determine if the Property is subject to a FEMA Letter of Map Revision ("LOMR") or other FEMA letters of map change. If Seller is aware that the Property is subject to a LOMR or other letters of map change, the Seller shall disclose the map change and attach a copy of the FEMA letter(s) to the Report. Contact FEMA at <http://msc.fema.gov> for additional information.

For more information about flood zones, visit:

[http://www.floodsmart.gov/floodsmart/pages/flooding\\_flood\\_risks/defining\\_flood\\_risks.jsp](http://www.floodsmart.gov/floodsmart/pages/flooding_flood_risks/defining_flood_risks.jsp)

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

### AREA OF POTENTIAL FLOODING (DAM FAILURE)

**DISCUSSION:** Local governmental agencies, utilities, and owners of certain dams are required to prepare and submit inundation maps for review and approval by the California Office of Emergency Services ("OES"). A property within an Area of Potential Flooding Caused by Dam Failure is subject to potential flooding in the event of a sudden and total dam failure with a full reservoir. Such a failure could result in property damage and/or personal injury. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Please note that not all dams (such as federally controlled dams) located within the state have been included within these dam inundation zones. Also these maps do not identify areas of potential flooding resulting from storms or other causes.

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



## JCP-LGS Residential Resale Property Disclosure Reports

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

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

**PUBLIC RECORD:** Maps issued by Calfire pursuant to California Government Code § 51178 recommending VHFHSZs to be adopted by the local jurisdiction within its Local Responsibility Area, or VHFHSZs adopted by the local jurisdiction within the statutory 120-day period defined in California Government Code § 51179.

### WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

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

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

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

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

### SRA Fire Prevention Benefit Fee Advisory

In 2011, the California Legislature and Governor enacted a "Fire Prevention Fee" on habitable structures in the State's wildland fire responsibility area. The yearly fee, levied on property owners, paid for various activities to prevent and suppress wildfires in the SRA, and was most recently at the rate of \$152.33 per habitable structure on the property.

**Effective July 1, 2017, as authorized by Assembly Bill 398 and signed by the Governor, that fire prevention fee is suspended until 2031.**

For more information, please refer to "Part 6. State Responsibility Area Fire Prevention Fee" in the JCP-LGS Property Tax Report.





## 2019 - 2020 Residential Resale Property Disclosure Reports

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#### EARTHQUAKE FAULT ZONE

**DISCUSSION:** Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone ("EF Zone") does not necessarily have a fault trace existing on the site. EF Zones are areas or bands delineated on both sides of known active earthquake faults. EF Zones vary in width but average one-quarter (1/4) mile in width with the "typical" zone boundaries set back approximately 660 feet on either side of the fault trace. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

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

#### SEISMIC HAZARD MAPPING ACT ZONE

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

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

**Liquefaction Hazard Zones** are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a soil phenomenon that can occur when loose, water saturated granular sediment within 40 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly. The Public Record is intended to identify areas with a relatively high potential for liquefaction but not to predict the amount or direction of liquefaction-related ground displacement, nor the amount of damage caused by liquefaction. The many factors that control ground failure resulting from liquefaction must be evaluated on a site specific basis.

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

**STATUTORY NATURAL HAZARD DISCLOSURE REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is located within any of the above zones as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within any of the above zones as delineated in the Public Record. Map Not Available shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "MAP NOT AVAILABLE" will be applicable to most portions of the state. Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding.

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### Part 2. County and City Defined Natural Hazard Zones

#### HAZARD MAPS IN THE LOCAL GENERAL PLAN

**General Plan regulates property development.** There are currently over 530 incorporated cities and counties in California. The state Government Code (Sections 65000 et seq.) requires each of those jurisdictions to adopt a comprehensive, long-term "General Plan" for its physical development. That General Plan regulates land uses within the local jurisdiction in order to protect the public from hazards in the environment and conserve local natural resources. The General Plan is the official city or county policy regarding the location of housing, business, industry, roads, parks, and other land uses.

**Municipal hazard zones can affect the cost of ownership.** Each county and city adopts its own distinct General Plan according to that jurisdiction's unique vegetation, landscape, terrain, and other geographic and geologic conditions. The "Safety Element" (or Seismic Safety Element) of that General Plan identifies the constraints of earthquake fault, landslide, flood, fire and other natural hazards on local land use, and it delineates hazard zones within which private property improvements may be regulated through the building-permit approval process, which can affect the future cost of ownership. Those locally regulated hazard zones are in addition to the federal and state defined hazard zones associated with statutory disclosures in the preceding section.

**City and/or County natural hazard zones explained below.** Unless otherwise specified, only those officially adopted Safety Element or Seismic Safety Element maps (or digital data thereof) which are publicly available, are of a scale, resolution, and quality that readily enable parcel-specific hazard determinations, and are consistent in character with those statutory federal or state disclosures will be considered for eligible for use as the basis for county- or city-level disclosures set forth in this Report. Please also note:

- If an officially adopted Safety Element or Seismic Safety Element map relies on data which is redundant of that used for state-level disclosures, this Report will indicate so and advise Report recipients to refer to the state-level hazard discussion section for more information.
- If an officially adopted Safety Element or Seismic Safety Element cites underlying maps created by another agency, those maps may be regarded as incorporated by reference and may be used as the basis for parcel-specific determinations if those maps meet the criteria set forth in this section.
- Because county- and city-level maps are developed independently and do not necessarily define or delineate a given hazard the same way, the boundaries for the "same" hazard may be different.

If one or more maps contained in the Safety Element and/or Seismic Safety Element of an officially adopted General Plan are used as the basis for local disclosure, those maps will appear under the "Public Record(s) Searched" for that county or city.

#### REPORTING STANDARDS

A good faith effort has been made to disclose all hazard features on pertinent Safety Element and Seismic Safety Element maps with well-defined boundaries; however, those hazards with boundaries that are not delineated will be deemed not suitable for parcel-specific hazard determinations. Some map features, such as lines drawn to represent the location of a fault trace, may be buffered to create a zone to facilitate disclosure. Those map features which can not be readily distinguished from those representing hazards may be included to prevent an omission of a hazard feature. If the width of a hazard zone boundary is in question, "IN" will be reported if that boundary impacts any portion of a property. Further explanations concerning specific map features peculiar to a given county or city will appear under the "Reporting Standards" for that jurisdiction.

#### PUBLIC RECORDS VS. ON-SITE EVALUATIONS

Mapped hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped zone could be at less or more relative risk than is indicated by the zone designation. A site-specific evaluation conducted by a geotechnical consultant or other qualified professional may provide more detailed and definitive information about the Property and any conditions which may or do affect it.

#### PROPERTY USE AND PERMITTING

No maps beyond those identified as "Public Record(s)" have been consulted for the purpose of these local disclosures. These disclosures are intended solely to make Report recipient(s) aware of the presence of mapped hazards. For this reason -- and because local authorities may use on these or additional maps or data differently to determine property-specific land use and permitting approvals -- Report recipients are advised to contact the appropriate local agency, usually Community Development, Planning, and/or Building, prior to the transaction to ascertain if these or any other conditions or related regulations may impact the Property use or improvement.





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### ALAMEDA COUNTY GEOLOGIC DISCUSSION

**PUBLIC RECORD(S) SEARCHED:** The following Public Records, contained in the Safety Element of the Alameda County General Plan as officially adopted in January 2013, are used for the county-level disclosure(s) below: "S-1: Faults"; "S-2: Liquefaction Risk"; "S-3: Tsunami Risks"; "S-4: Landslide Risks"; and "S-5: Fire Hazards". Important Note: Maps contained in the Safety Element only depict specified hazards within unincorporated portions of Alameda County; however, the cited source data specified in each Safety Element exhibit depicts the location of these same hazards in both incorporated and unincorporated areas of Alameda County. As such, the hazard as depicted in the underlying source data for each hazard depicted in the Public Record shall be used for reporting purposes.

#### **FAULT**

Alameda County has been subject to numerous seismic events, originating both on faults within and beyond the County. Six major Bay Area earthquakes have occurred since 1800 that have affected the County, and at least two of the faults that produced them run through or into the County. These earthquakes and the originating faults include the 1836 and 1868 earthquakes on the Hayward-Rodgers Creek fault, and the 1861 earthquake on the Calaveras fault. Three earthquakes, in 1838, 1906 and 1989 originated on the San Andreas fault, west of the County near San Francisco or to the south. The Working Group of California Earthquake Probabilities has determined that earthquakes of equally destructive forces are a certainty within the region. According to their findings, the Hayward-Rodgers Creek fault system is estimated to have a probability of 31% of producing an earthquake of a magnitude of 6.7 or higher within the next 30 years, this probability is the highest of the Bay Area faults. Faults that have been active during the Holocene period, approximately the last 11,000 years, are considered to be active faults, and those faults that have been active during the Quaternary period, approximately the last 1.8 million years, are considered to be potentially active faults. This serves to differentiate faults for which sufficient evidence of recent activity has been noted to explicitly include them as known geologic hazards, distinct from those faults for which recent displacement is known or suspected, and whose latest activity has not been determined, but may have been within approximately the last 11,000 years. In addition to faults that have been classified as active or potentially active, there are others whose activity has not been clearly established by presently available information. The Public Record identifies the location of active and potentially active faults within the County. Other active faults within the unincorporated areas include the Calaveras, Greenville, and Las Positas faults, as well as several potentially active faults and unnamed secondary faults adjacent to these faults. There are few or no studies pertaining to these additional secondary faults; therefore it is unknown if these faults may or may not experience secondary ground rupture during a large earthquake.

**Reporting Standards:** California's Alquist-Priolo Fault Zone Act (1972) established a standard for the width of a regulatory fault zone -- one-eighth of one mile on both sides of an active fault trace. For county-level reporting purposes, "WITHIN" shall be reported if any portion of the Property is within one-eighth of one mile (660 feet) of a "Fault" as delineated in the Public Record that is not bounded by a regulatory fault zone. "NOT WITHIN" shall be reported if no portion of the Property is situated within one-eighth of one mile of a "Fault" delineated in the Public Record.

#### **LANDSLIDE**

Landslides and slope instability are generally caused by earthquakes, weak materials, stream and coastal erosion, and heavy rainfall. The rate of landsliding is affected by the type and extent of vegetation, the slope angle, the degree of water saturation, the strength of the rocks, and the mass and thickness of the deposit. Certain human activities also tend to make earth materials less stable and increase the chance of ground failure. Activities contributing to instability include extensive irrigation, poor drainage or ground-water withdrawal, removal of stabilizing vegetation and over-steepening of slopes by undercutting them or overloading them with artificial fill. The causes of failure, which normally produce landslides and differential settlement, are augmented during earthquakes. As a result of these potential risks, construction on slopes steeper than about 15 percent typically requires special grading, special foundation design, or site modification to mitigate slope ground conditions and reduce the potential for slope instability. Threats to structures would be greatest in areas that are close to natural channels or are situated on potentially unstable slopes. The Public Record depicts "landslide deposits larger than 200 feet" as well as "landslide deposits larger than 200 feet (identification uncertain)". According to the Safety Element, site-specific geologic hazard assessments, conducted by a licensed geologist, shall be completed prior to development approval in areas with landslide hazards as indicated in the Public Record.

**Reporting Standards:** For county-level reporting purposes, "IN" shall be reported if any portion of the Property is located within an area mapped as a "landslide deposit larger than 200 feet" or a "landslide deposit larger than 200 feet (identification uncertain)" as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within an area mapped as a "landslide deposit larger than 200 feet" or a "landslide deposit larger than 200 feet (identification uncertain)" as delineated in the Public Record.

#### **LIQUEFACTION**

Liquefaction is the rapid transformation of saturated, loose, fine-grained sediment to a fluidlike state and is typically caused by strong ground shaking during an earthquake. Liquefaction can result in substantial loss of life, injury, and damage to property. In addition, liquefaction increases the hazard of fires because of explosions induced when underground gas lines break, and because the breakage of water mains substantially reduces fire suppression capability. The potential for liquefaction to occur depends on both the susceptibility of near-surface deposits to liquefaction, and the likelihood that ground motions will exceed

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a specified threshold level. Because many portions of the Planning Area are situated in the vicinity of an active fault, the immediate area surrounding the earthquake epicenter will be exposed to strong ground shaking should a large earthquake occur. Areas most susceptible to liquefaction are underlain by loose granular sediments and low-lying lands adjacent to creeks and estuaries. According to the Safety Element, site-specific geologic hazard assessments, conducted by a licensed geologist, shall be completed prior to development approval in areas with liquefaction hazards as indicated in the Public Record.

**Reporting Standards:** For county-level reporting purposes, "IN" shall be reported as will the more/most severe "Liquefaction" rating ("Very High", "High", "Moderate", "Low" or "Very Low") affecting any portion of the Property as delineated in the Public Record.

### TSUNAMI

A major hazard associated with earthquakes is water inundation resulting from a tsunami or seiche. Tsunamis are a series of waves typically produced by an offshore earthquake, volcanic eruption, or landslide. A tsunami with a wave height of 20 feet at the Golden Gate Bridge, which is likely to occur approximately once every 200 years, would result in a runup of less than 10 feet above sea level on lands surrounding the San Francisco Bay. Some areas of San Lorenzo may be subject to flooding if a tsunami were to occur.

**Reporting Standards:** For county-level reporting purposes, "IN" shall be reported if any portion of the Property is located within a mapped "Tsunami Inundation Area" as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within a mapped "Tsunami Inundation Area" as delineated in the Public Record.

### FIRE

Fire hazards exist in both developed and undeveloped areas. Those occurring in developed areas typically include buildings, rubbish, automobiles, and grass fires on vacant lots. Those in undeveloped areas often include large brush and grass fires. Alameda County is subject to the threat from urban fires, and especially wildland fires, due to its hilly terrain, weather conditions, and the nature of its plant coverage. Due to the intensity of development, the number of the potentially affected populations, and the difficulties of containment, the County must also devote major resources to controlling potential fire hazards in its urban areas. In order to quantify this potential risk, California Department of Forestry (CDF) has developed a Fire Hazard Severity Scale which utilizes three criteria in order to evaluate and designate potential fire hazards in wildland areas. The criteria are fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope).

**Reporting Standards:** For county-level reporting purposes, "IN" shall be reported as will the more/most severe "Fire Hazard Severity Zones in SRA" rating ("Very High", "High", or "Moderate") affecting any portion of the Property as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within one or more of the "Fire Hazard Severity Zones in SRA" as delineated in the Public Record.

### OTHER HAZARDS

The "Fire Hazard Severity Zones in LRA" depicted in "S-5: Fire Hazards" are redundant of, or less extensive than, the those current as of the adoption date of the County General Plan and are already subject to statutory disclosure. For more information please refer to the state-level discussion Very High Fire Hazard Severity Zones in the preceding section of this Report. The "Flood Plains" depicted in "S-6: Flood Hazards" are redundant of FEMA DFIRM data effective August 3, 2009 but do not include subsequent updates. For the most current FEMA Flood zone information subject to statutory disclosure please refer to the state-level discussion Special Flood Hazard Areas in the preceding section of this Report. The "Dam Failure Inundation Areas" depicted in "S-7: Dam Inundation" has inundation boundaries redundant of those already subject to statutory disclosure based on maps issued by the California Emergency Management Agency/Office of Emergency Services. For more information please refer to the state-level discussion Area of Potential Flooding (Dam Inundation) in the preceding section of this Report.

**The following natural hazards are discussed at length but not mapped in the County Safety Element:**

### GROUND SHAKING

Ground shaking is the source of the most widespread earthquake damage. An earthquake produces seismic waves that emanate in all directions from the fault rupture surface. The seismic waves cause strong ground shaking, which typically is strongest near the fault and diminishes as the waves move through the earth away from the fault. The severity of ground shaking at a particular site is controlled by the interaction of several factors, including the distance from the earthquake source; earthquake magnitude; the directivity (focusing of earthquake energy along the fault axis rather than perpendicular to the fault); and condition of underlying geologic materials (bedrock, sediment, soils, and man-made fill). Research occurring after the 1989 Loma Prieta earthquake has shown that areas underlain by unconsolidated, or man-made fill may amplify the strength and duration of strong ground motions, increasing the risk of damage. These findings are consistent with earlier evidence suggesting that structures placed on man-made fill are especially susceptible to earthquake hazards. Strong ground shaking caused by fault movement during an earthquake has the potential to result in significant loss of life and property damage throughout the Planning Area. Maximum ground shaking would be expected to result from a large earthquake on one of the nearby active faults, although strong ground shaking may also occur as a result of moderate or large earthquakes on other faults in the San Francisco Bay region.



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**Reporting Standards:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within Alameda County.

### **SURFACE RUPTURE**

Surface fault rupture occurs when a movement on a fault deep within the earth breaks through the surface causing ground displacement. Ground rupture occurs along fault lines, and is normally limited to a fairly narrow zone along the trend of the primary fault, and to a lesser degree along secondary faults. The Alquist-Priolo Fault Zoning Act was developed by the State of California to regulate development occurring near active faults and to mitigate the risks associated with surface rupture.

**Reporting Standards:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within Alameda County.

### **SEICHE**

A seiche is a long wave set up on an enclosed body of water such as a lake or reservoir that can travel back and forth at regular periods determined by the depth and size of the water body and which can cause shoreline inundation. Seiches are usually caused by unusual tides, winds or currents, but may also be triggered by earthquake ground motion. The largest seiche wave ever measured in the San Francisco Bay, following the 1906 earthquake, was four inches high. Despite this occurrence, the Bay Area has not been adversely affected by seiches during its history within this seismically active region of California. While damage caused by a seiche has not been reported since the 1906 earthquake, the various lakes and reservoirs within the unincorporated areas may be at risk of a seiche in the event of an earthquake.

**Reporting Standards:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within Alameda County.





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### CITY OF BERKELEY GEOLOGIC ZONES DISCUSSION

**PUBLIC RECORD(S) SEARCHED:** The following Public Records, contained in or incorporated into the Safety Element of the City General Plan as adopted by the Berkeley City Council in 2002, are utilized for those city-level disclosures below: A basemap prepared by the City of Berkeley Department of Public Works which identify the boundaries of Fire Zones 1, 2, and 3.

#### FIRE ZONES

The City has delineated the boundaries and restrictions governing three (3) Fire Zones within its jurisdiction:

- **Fire Zone 1** encompasses areas outside of the Hillside Ordinance Area of the City. These would include all areas of the incorporated City of Berkeley not in Fire Zones 2 and 3. Fire Zone 1 areas have a relatively lower fire hazard than Zones 2 and 3.
- **Fire Zone 2** encompasses areas designated as "Combined Hillside Districts" in the Official Zoning Map of the City of Berkeley, this area may also be referred to as the "Hill Fire Hazard Area" in certain Berkeley City offices. Guidelines and requirements regarding allowable roofing types, exterior siding, decks and balconies, as well as requirements for chimney spark arresters, roof overhangs, vents, and underground utility connections, as well as brush/vegetation control have been defined by ordinance by the City of Berkeley for properties in this zone. Fire Zone 2 represents areas with a relatively higher fire hazard than Zone 1 areas.
- **Fire Zone 3** encompasses the Panorama Hill area of Berkeley, this area is also referred to as the "Environmental Safety District" on the Official Zoning Map of the City of Berkeley. The guidelines and requirements regarding allowable roofing types, exterior siding, decks and balconies, as well as requirements for chimney spark arresters, roof overhangs, vents, and underground utility connections that affect properties in Fire Zone 2 apply for Fire Zone 3 as well as additional and more stringent requirements regarding exterior wall protection, roof coverings, under floor areas, utilities, protection of openings, fire warning systems, and brush/vegetation control, this area has the relatively highest fire hazard of the three zones due to restricted road access for fire suppression equipment.

Restrictions may apply to building construction, alteration, or repair. Information about these Fire Zones and applicable building restrictions are detailed in the City's Fire Code in Chapter 19.48.020 (Amendments to the California Fire Code) of the Berkeley Municipal Code, available on the Internet at <http://codepublishing.com/ca/berkeley/>

**Reporting Standards:** If any portion of the Property is located within either Fire Zone 2 or Fire Zone 3 as delineated in the Public Record, "IN" shall be reported.

### END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION



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("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

### Part 3. Additional Property Specific Disclosures

#### FORMER MILITARY ORDNANCE SITE DISCLOSURE

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

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

**REPORTING STANDARD:** If one or more facility identified in the Public Record is situated within a one (1) mile radius of the Property, "WITHIN" shall be reported. The name of that facility or facilities shall also be reported.

#### COMMERCIAL OR INDUSTRIAL ZONING DISCLOSURE

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

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

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

**REPORTING STANDARD:** If one or more property identified in the Public Record as "commercial," "industrial," or "mixed use" is situated within a one (1) mile radius of the Property, "WITHIN" shall be reported. Please note that an airport facility that may be classified as public use facility in the Public Record will be reported as "commercial/industrial" in this disclosure.



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### AIRPORT INFLUENCE AREA DISCLOSURE

#### **DISCUSSION:**

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

Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. The inclusion of military and private airports varies by County, and heliports and seaplane bases are not included, therefore, airports in these categories may or may not be included in this disclosure.

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

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

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





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### AIRPORT NOISE DISCLOSURE

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

Under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*, certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps have been produced for some airports. Not all airports have produced noise exposure maps. A property may be near or at some distance from an airport and not be within a delineated noise exposure area, but still experience aviation noise. Unless 65dB CNEL contour maps are published, helipads and military sites are not included in this section of the Report.

The *Airport Noise Compatibility Planning Program* is voluntary and not all airports have elected to participate. Furthermore, not all property in the vicinity of an airport is exposed to 65dB CNEL or greater average aviation noise levels. Conversely a property may be at some distance from an airport and still experience aviation noise. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes after a map is published or after the Report Date. JCP-LGS uses the most seasonally conservative noise exposures provided.

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

**PUBLIC RECORD:** Certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps produced under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*.

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



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### SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION DISCLOSURE

**DISCUSSION:** As of July 1, 2005, Civil Code §1103.4 mandates disclosure to buyers of certain real estate if the boundary of the property is determined to be (1) within 100 feet of the San Francisco Bay shoreline as mapped in 1997 by the National Ocean Survey (NOS), an agency of the National Oceanographic and Atmospheric Administration (NOAA); or (2) within another mapped zone established by the Bay Conservation and Development Commission (BCDC). The BCDC has regulatory jurisdiction within 100 feet inland from the point of "mean higher high water" as mapped by the NOS, and within other zones the agency has defined along the San Francisco Bay margin (BCDC Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568").

Notice is required to prevent unknowing violations of the law by new owners who were unaware that certain activities on the real property are subject to the BCDC's permit requirements. The BCDC notes that the Bay is a highly dynamic environment and the shoreline changes over time (see Discussion below). In addition, there is inherent uncertainty in the shoreline position as mapped by the NOS or any agency. The BCDC advises the buyer and other interested parties to contact its office if a more authoritative jurisdictional determination is desired. The BCDC office is located at 50 California Street, Suite 2600, San Francisco, California 94111, and can be reached at (415) 352-3600, or by email to [info@bccdc.ca.gov](mailto:info@bccdc.ca.gov)

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

**PUBLIC RECORDS:** San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974) made publicly available by BCDC and that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued by BCDC in February 2005 and posted on the BCDC website ("BCDC Memo").

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



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### CALIFORNIA ENERGY COMMISSION DUCT SEALING & TESTING REQUIREMENT

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

Effective July 1, 2014, in order to combat this waste of energy and money, the CEC updated its residential duct sealing and testing requirements in the 2013 Building Energy Efficiency Standards (Title 24). Previously, such duct sealing and testing was required only in certain CEC-designated climate zones when a central air conditioner or furnace is installed or replaced. **The revised standards now make duct sealing and testing mandatory in all California climate zones when such a system is installed or replaced.** Ducts found to leak more than 15 percent or more must be repaired. Once a contractor tests and fixes these ducts, you must have an approved third-party verifier determine that the ducts have been properly sealed. The CEC cautions homeowners that a contractor who fails to obtain a required building permit and fails to test and repair your ducts "is violating the law and exposing you to additional costs and liability." If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and may incur additional penalties and fines that have to be paid prior to selling your home. Remember that you have a duty to disclose whether you obtained required permits for work performed to prospective Buyers and appraisers. Local governments may mandate more stringent requirements.

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

For more information please contact the California Energy Commission or visit the official CEC "2013 Building Energy Efficiency Standards" portal at: <http://www.energy.ca.gov/title24/2013standards/index.html>

**PUBLIC RECORD:** 2013 Building Energy Efficiency Standards (Title 24).

**REPORTING STANDARD:** "WITHIN" shall be reported regardless of CEC-designated climate zone pursuant to the revised Title 24 Standards.

### COOLING AND HEATING ENERGY-EFFICIENCY ADVISORY

Effective January 1, 2015, new federal energy-efficiency standards apply to the repair and replacement of residential heating, ventilation and air conditioning ("HVAC") systems. The new standards raise the minimum efficiency requirements for air conditioning systems and certain types of heating systems. Energy efficiency is measured by the Seasonal Energy Efficiency Ratio ("SEER"), which compares the amount of cooling (or heating) output by an HVAC system to the amount of energy (electricity or gas) input over its operating season. The higher the system's SEER value, the more energy-efficient it is and the lower the unit cost of cooling (or heating) a home.

For the first time, federal minimum-efficiency standards will vary by region. Prior to 2015 one standard, called SEER 13, applied nationwide. Now, in California, Nevada, Arizona and New Mexico (the Southwestern Region), SEER 13 has been replaced by the more efficient SEER 14 standard. In the Southwestern Region the new rule allows repairs to existing SEER 13-compliant systems. However, in many cases a full system replacement (both the indoor and outdoor unit) will be necessary to make the system compatible, and replacement is allowed only with a SEER 14-compliant unit. The higher standard may increase the replacement cost to the property owner because the SEER 14 efficiency improvements require increased complexity of the new equipment, and the SEER 14 units may not fit in the existing space, requiring structural modifications at the owner's expense. In some cases the SEER 14 standard could double the cost of replacement over the earlier replacement cost. For applicable details and codes, see the California Energy Commission web page at: [http://www.energy.ca.gov/title24/2013standards/residential\\_manual.html](http://www.energy.ca.gov/title24/2013standards/residential_manual.html) (The new federal standards go into effect on January 1, 2015, which is six months after the July 1, 2014, effective date of the 2013 Standards.) Federal energy-efficiency standards are updated from time to time. To determine the current applicable federal standard inquire with a home inspector or other appropriately licensed professional.





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### STATEWIDE RIGHT TO FARM DISCLOSURE

#### **DISCUSSION:**

California has a "Right to Farm Act" (Civil Code Section 3482.5) to protect farming operations. When agricultural land within the State's agricultural areas is bought and sold, the purchasers are often not made aware of the fact that there are right-to-farm laws. This has led to confusion and a misunderstanding of the actual uses of the land or uses of the surrounding agricultural lands.

In 2008 the State of California enacted Assembly Bill 2881 to limit the exposure of farmers to nuisance lawsuits by homeowners in neighboring developments. The mechanism of this bill is a formal notification of the Buyer, through a "Notice of Right to Farm" in an expert disclosure report that advises the Buyer if the subject property is within one mile of farmland as defined in the bill.

**If the seller has actual knowledge of an agricultural operation in the vicinity of the subject property that is not disclosed in this Report, and that is material to the transaction, the seller should disclose this actual knowledge in writing to the Buyer.**

**PUBLIC RECORD:** Based on the most current available version of the "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, utilizing solely the county-level GIS map data, if any, available on the Division's Farmland Mapping and Monitoring Program website, pursuant to Section 11010 of the Business and Professions Code, and Section 1103.4 of the California Civil Code.

**REPORTING STANDARD:** "IN" shall be reported and the "Notice of Right to Farm" provided if any portion of the Property is situated within, or within one mile of, a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" in the public record. "NOT IN" shall be reported if no portion of the Property is within that area.

Some counties, or parts thereof, are not included in the Public Record because they have not been mapped for farmland parcels under this State program. Typically, this is because the county area is public land and not planned for incorporation, or, in the case of San Francisco, the county is entirely incorporated. In those instances, we report "Map Not Available" above, or "Map N/A" in the table of summary determinations at the beginning of this Report.



# JCP & LGS Residential Resale Property Disclosure Reports

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### NOTICE OF MINING OPERATIONS DISCLOSURE

If the Property has been determined to be located within one (1) mile of a reported mining operation(s), the following notice is provided as mandated by California law:

#### NOTICE OF MINING OPERATIONS

This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.

**DISCUSSION:** Historically mining operations have been located in remote areas. However, increasing urbanization has resulted in some residential projects being developed near existing mining operations.

California Public Resources Code §2207 requires owners and operators of mining operations to provide annually specific information to the California Department of Conservation ("DOC"), including but not limited to, (i) ownership and contact information, and (ii) the latitude, longitude, and approximate boundaries of the mining operation marked on a specific United States Geological Survey map. The Office of Mining Reclamation ("OMR") is a division of the DOC. Using the mandatory data specified above, OMR provides map coordinate data that can be used by GIS systems to create points representing mine locations ("OMR Maps"). For more information please visit OMR's Mines OnLine Map Viewer (<http://maps.conservation.ca.gov/mol/index.html>).

Effective January 1, 2012, California Civil Code §1103.4 requires the seller of residential property to disclose to a Buyer if the residential property is located with one (1) mile of mining operations as specified on OMR Maps.

#### Special Notes:

1. This statutory disclosure does not rely on the OMR's "AB 3098 List," a list of mines regulated under the Surface Mining and Reclamation Act of 1975 ("SMARA") that meet provisions set forth under California Public Resources Code §2717(b). The AB 3098 List does not include map coordinate data as required under California Public Resources Code §2207 and may not include all mining operations subject to the "Notice of Mining Operations" disclosure.
2. This "Notice of Mining Operations" disclosure is not satisfied by disclosing abandoned mines. An abandoned mine is NOT an operating mine. California Civil Code §1103.4 is satisfied only by disclosing based on OMR Maps.

**PUBLIC RECORD:** Mining operations as provided on OMR Maps made publicly available by DOC pursuant to California law.

**REPORTING STANDARD:** "IN" is reported if any portion of the Property is located within a one (1) mile radius of one or more mining operation(s) identified in the Public Record for which map coordinate data is provided. If "IN", the name of the mining operation(s) as it appears in the Public Record is also reported. "NOT IN" is reported if no portion of the Property is located within a one (1) mile radius of a mining operation specified on OMR Maps.



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### Part 4. General Advisories

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

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

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

**California Department of Justice Information Sources:**

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

California Department of Justice Megan's Law Email Address: [meganslaw@doj.ca.gov](mailto:meganslaw@doj.ca.gov)

**Local Information Locations For The Property:**

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

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

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

**Explanation and How to Obtain Information**

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





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### GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINE DATABASE DISCLOSURE REQUIREMENT

**DISCUSSION:** Following a number of pipeline disasters in the U.S., such as the 2010 San Bruno explosion in Northern California, there is an increased awareness of the potential dangers associated with underground transmission pipelines. As a result, the California Legislature unanimously passed Assembly Bill 1511 (Bradford), signed by Governor Jerry Brown on July 13, 2012. This law, which becomes effective January 1, 2013, is chaptered as California Civil Code Section 2079.10.5 and mandates the disclosure of the following notice to Buyers:

#### NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site. (California Civil Code Section 2079.10.5(a))

*Civil Code Section 2079.10.5(c) adds, "Nothing in this section shall alter any existing duty under any other statute or decisional law imposed upon the seller or broker, including, but not limited to, the duties of a seller or broker under this article, or the duties of a seller or broker under Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2."*

Such "existing duties" include the disclosure of actual knowledge about a potential hazard, such as may be created by the delivery of a letter from the local utility company informing the seller that a gas transmission pipeline exists within 2,000 feet of the Property.

Beginning on the law's January 1, 2013, effective date, except where such "existing duties" apply, "Upon delivery of the notice to the transferee of the real property, the seller or broker is not required to provide information in addition to that contained in the notice regarding gas and hazardous liquid transmission pipelines in subdivision (a). The information in the notice shall be deemed to be adequate to inform the transferee about the existence of a statewide database of the locations of gas and hazardous liquid transmission pipelines and information from the database regarding those locations." (California Civil Code Section 2079.10.5(b))

The disclosure of underground transmission pipelines helps the parties in a real estate transaction make an informed decision and is in the best interest of the public. Buyer should be aware that, according to the NPMS Internet Web site, gas and/or hazardous liquid transmission pipelines are known to exist in 49 of California's 58 counties, the exceptions being in rural mountainous parts of the state. Every home that utilizes natural gas is connected to a gas "distribution" pipeline, which is generally of smaller size and lower pressure than a transmission pipeline.

#### For More Information

To investigate whether any pipeline easement (right-of-way) exists on the Property, Buyer should review the Preliminary Title Report. Buyer should consult an attorney for interpretation of any law. This notice is for information purposes only and should not be construed as legal advice.



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### METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE ADVISORY

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



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### MOLD ADVISORY

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

As part of a buyer's physical inspection of the condition of a property, the buyer should consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. No testing or inspections of any kind have been performed by The Company. Any use of this form is acknowledgement and acceptance that The Company does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at <https://archive.cdph.ca.gov/programs/IAQ/Pages/IndoorMold.aspx> or by calling (510) 620-3620.

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

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





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### RADON ADVISORY

**DISCUSSION:** For its Radon Advisory, JCP-LGS uses the updated assessment of radon exposure published in 1999 by the Lawrence Berkeley National Laboratory (LBNL) and Columbia University, under support from the U.S. Environmental Protection Agency (EPA), the National Science Foundation, and the US Department of Energy (published online at <http://www2.lbl.gov/Science-Articles/Archive/radon-risk-website.html>). Based on this recent assessment, JCP-LGS radon advisory is as follows:

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

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

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

### ENDANGERED SPECIES ACT ADVISORY

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

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

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

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

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

**U.S. Fish & Wildlife Service Endangered Species Database (TESS)**

[http://ecos.fws.gov/tess\\_public/](http://ecos.fws.gov/tess_public/)



## Natural Hazard Disclosure (NHD) Report For ALAMEDA County

**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

### ABANDONED MINES ADVISORY

**DISCUSSION:** According to the California Department of Conservation, Office of Mine Reclamation, since the Gold Rush of 1849, tens of thousands of mines have been dug in California. Many were abandoned when they became unproductive or unprofitable. The result is that California's landscape contains many thousands of abandoned mines, which can pose health, safety, or environmental hazards on and around the mine property. Mines can present serious physical safety hazards, such as open shafts or adits (mine tunnel), and they may create the potential to contaminate surface water, groundwater, or air quality. Some abandoned mines are such massive problems as to earn a spot on the Federal Superfund environmental hazard list.

No California law requires the disclosure of abandoned mines in a real estate transaction, unless the existence of an abandoned mine is within the actual knowledge of the Seller and is deemed to be a fact material to the transaction.

The Office of Mine Reclamation (OMR) and the U.S. Geological Survey maintain a database of abandoned mines -- however, it is known to be incomplete and based on maps that are often decades out of date. Many mines are not mapped because they are on private land. The OMR warns that, *"Many old and abandoned mines are not recorded in electronic databases, and when they are, the information may not be detailed enough to accurately define, differentiate or locate the mine feature, such as a potentially hazardous vertical shaft or horizontal adit or mine waste."* (See reference below.)

Accordingly, this Report does not contain an abandoned mines disclosure from any government database or map or any other source, in order to protect the seller from liability for non-disclosure of unrecorded abandoned mines.

Parties concerned about the possible existence or impact of abandoned mines in the vicinity of the Property are advised to retain a State-licensed geotechnical consultant to study the site and issue a report. Other sources of information include, but are not limited to, the State Office of Mine Reclamation at (916) 323-9198 (website: <http://www.conservation.ca.gov/OMR>), and the Engineering, Planning or Building Departments in the subject City and County.

**FOR MORE INFORMATION:** For more information visit the State Office of Mine Reclamation's website at: [http://www.conservation.ca.gov/omr/abandoned\\_mine\\_lands/Pages/index.aspx](http://www.conservation.ca.gov/omr/abandoned_mine_lands/Pages/index.aspx)

### OIL & GAS WELL ADVISORY

California is currently ranked fourth in the nation among oil producing states. Surface oil production is concentrated mainly in the Los Angeles Basin and Kern County, and in districts elsewhere in the state. In recent decades, real estate development has rapidly encroached into areas where oil production has occurred. Because the state's oil production has been in decline since the 1980's, thousands of oil and gas wells have been shut down or abandoned, and many of those wells are in areas where residential neighborhoods now exist.

According to the California Department of Conservation ("DOC"), to date, about 230,000 oil and gas wells have been drilled in California and around 105,000 are still in use. The majority of remaining wells have been sealed ("capped") under the supervision of the DOC's Division of Oil, Gas and Geothermal Resources. A smaller number have been abandoned and have no known responsible operator -- these are called "orphan" wells. The state has a special fund that pays the cost of safely capping orphan wells, however, that program is limited in its scope and progress.

**Buyer should be aware that, while the DOC database is the most comprehensive source available for California oil and gas well information, the DOC makes no warranties that the database is absolutely complete, or that reported well locations are known with absolute accuracy.**

#### For More Information

For a search of the state's databases of oil and gas wells and sites of known environmental contamination on or near the Property, please obtain the JCP-LGS Residential Environmental Report. For general information, visit the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources at <http://www.consrv.ca.gov/dog>.



## Natural Hazard Disclosure (NHD) Report For ALAMEDA County

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### TSUNAMI MAP ADVISORY

**DISCUSSION:** The California Emergency Management Agency (CalEMA), the University of Southern California Tsunami Research Center (USC), and the California Geological Survey (CGS) have prepared maps that depict areas of maximum tsunami inundation for all populated areas at risk to tsunamis in California (20 coastal counties). The maps were publicly released in December 2009 with the stated purpose that the maps are to assist cities and counties in identifying their tsunami hazard and developing their coastal evacuation routes and emergency response plans only.

These maps specifically contain the following disclaimer:

**Map Disclaimer:** This tsunami inundation map was prepared to assist cities and counties in identifying their tsunami hazard. It is intended for local jurisdictional, coastal evacuation planning uses only. This map, and the information presented herein, **is not a legal document and does not meet disclosure requirements for real estate transactions nor for any other regulatory purpose.** The California Emergency Management Agency (CalEMA), the University of Southern California (USC), and the California Geological Survey (CGS) make no representation or warranties regarding the accuracy of this inundation map nor the data from which the map was derived. Neither the State of California nor USC shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.

A tsunami is a series of ocean waves or surges most commonly caused by an earthquake beneath the sea floor. These maps show the maximum tsunami inundation line for each area expected from tsunamis generated by undersea earthquakes and landslides in the Pacific Ocean. Because tsunamis are rare events in the historical record, the maps provide no information about the probability of any tsunami affecting any area within a specific period of time.

Although these maps may not be used as a legal basis for real estate disclosure or any other regulatory purpose, the CGS has, however, provided diagrams of the maps online which the public can view. To see a maximum tsunami inundation map for a specific coastal community, or for additional information about the construction and/or intended use of the tsunami inundation maps, visit the websites below:

State of California Emergency Management Agency, Earthquake and Tsunami Program:  
<http://myhazards.calema.ca.gov/>

University of Southern California -- Tsunami Research Center:  
<http://www.usc.edu/dept/tsunamis/2005/index.php>

State of California Geological Survey Tsunami Information:  
[http://www.conservation.ca.gov/cgs/geologic\\_hazards/Tsunami/index.htm](http://www.conservation.ca.gov/cgs/geologic_hazards/Tsunami/index.htm)

National Oceanic and Atmospheric Agency Center for Tsunami Research (MOST model):  
<http://nctr.pmel.noaa.gov/time/background/models.html>





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### RESIDENTIAL FIREPLACE DISCLOSURE

Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Burning Devices (Wood Smoke Rule), Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure. The Buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.sparetheair.org](http://www.sparetheair.org).

**END OF NATURAL HAZARD DISCLOSURE REPORT SECTION**  
**See Terms and Conditions at end of this Report.**



## Property Tax Disclosure Report For ALAMEDA County

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# California Property Tax Disclosure Report

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

## Part 1. Introduction and Summary

This Tax Report section discusses the results of an electronic search of specified government lists ("Databases") containing real property tax information concerning the Residential Property. This tax information is based on the County's Fiscal Year 2018-2019 Secured Property Tax Roll and other sources identified in the Report. To understand the information provided, please read this entire Report.

### Summary of Property Tax Determinations

The Residential Property:	IS	IS NOT	
A.	<b>X</b>		SUBJECT TO one or more Mello-Roos Community Facilities Districts. * <u>30</u>
B.		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District. * <u>30</u>
C.		<b>X</b>	NOT SUBJECT TO a PACE Contract Assessment. <u>30</u>
D.	<b>X</b>		SUBJECT TO one or more other direct assessments. * <u>32</u>
E.		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (SRA Fee is suspended until 2031 by Assembly Bill 398 of 2017). <u>37</u>

Determined by First American Professional Real Estate Services, Inc.

**THIS IS A DATABASE REPORT ONLY:** The tax information in this Report only provides data derived from the County Tax Assessor's and Treasurer's Databases ("Databases") identified in this Report unless specified otherwise in the Report. While JCP-LGS has made good faith efforts to report from the Databases as accurately as possible, the quality, accuracy, and currency ("Database Date") of the information contained in these Databases can vary greatly. For more information regarding a specific Database, please read Part 2 of this Report. By use of this Report, Buyer agrees this is a Report product and not an insurance policy and is subject to the Terms and Conditions attached hereto and incorporated herein.

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



## Property Tax Disclosure Report For ALAMEDA County

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### Part 2. NOTICE OF SPECIAL TAX/ASSESSMENT

Special assessments, also referred to as direct or fixed assessments, are charges that are not based on the value of the property. These charges are levied to provide funding for services or improvements that directly benefit the property. Mello Roos Community Facility Districts and 1915 Bond Districts are also classified as special assessments. Certain special assessments may be subject to accelerated foreclosure if allowed to go delinquent.

**TO THE PROSPECTIVE PURCHASER OF THE RESIDENTIAL PROPERTY AT THE ADDRESS REFERENCED ABOVE:  
THIS IS A NOTIFICATION TO BUYER PRIOR TO PURCHASING THE RESIDENTIAL PROPERTY.**

#### A. Mello-Roos Community Facilities Districts

If the Residential Property is within a Mello-Roos Community Facilities District (CFD), it is subject to a special tax that will appear on the property tax bill. This special tax is in addition to the ad valorem property taxes and any other charges and benefit assessments that will be itemized on the property tax bill and the proceeds of this tax or assessment are used to provide public facilities or services that are likely to particularly benefit the real property. This special tax may not be imposed on all parcels within the city or county where the property is located.

The current tax levy, maximum tax levy, the maximum tax escalator, and the authorized facilities and/or services which are being paid for by the special taxes are indicated below. THE BUYER SHOULD TAKE THIS TAX AND THE BENEFITS FROM THE PUBLIC FACILITIES AND SERVICES FOR WHICH IT PAYS INTO ACCOUNT IN DECIDING WHETHER TO BUY THE RESIDENTIAL PROPERTY.

**The Residential Property IS SUBJECT to the following Mello-Roos Special Tax District(s):**

AGENCY	IMPROVEMENTS AND/OR FACILITIES	START DATE / MATURITY DATE	CURRENT TAX LEVY	CURRENT YEAR MAXIMUM TAX LEVY
CITY OF BERKELEY CFD 1 (DISASTER FIRE PROTECTION)	FINANCE THE PURCHASE OF EQUIPMENT, SUPPLIES, AND STORAGE FACILITIES TO PROVIDE ENHANCED RESPONSE TO NATURAL DISASTERS SUCH AS URBAN WILDFIRES AND EARTHQUAKES.	2001/2002 2020/2021	\$46.20	\$0.0125 PER SQFT. OF BUILDING AREA
<b>MAX. TAX ESCALATOR</b>	<b>CONTACT</b>	<b>PHONE NUMBER</b>	<b>ACCELERATED FORECLOSURE</b>	
0%	CITY OF BERKELEY FINANCE DEPT.	(510) 981-7200	YES	

AGENCY	IMPROVEMENTS AND/OR FACILITIES	START DATE / MATURITY DATE	CURRENT TAX LEVY	CURRENT YEAR MAXIMUM TAX LEVY
EAST BAY REGIONAL PARK DISTRICT COMMUNITY FACILITIES DISTRICT NO. A/C-3	TO FINANCE THE MAINTENANCE, IMPROVEMENT, AND SERVICING OF PARKLANDS, TRAILS, OPEN SPACE, AND RELATED PARKLAND, RECREATION AND OPEN-SPACE IMPROVEMENTS; PUBLIC SAFETY PROTECTION SERVICES; FLOOD AND STORM PROTECTION	2020/2021 2039/2040	\$0.00	\$12.00 (REPLACES EBRPD MEASURE CC IN FY 2020)
<b>MAX. TAX ESCALATOR</b>	<b>CONTACT</b>	<b>PHONE NUMBER</b>	<b>ACCELERATED FORECLOSURE</b>	
0%	NBS GOVERNMENT FINANCE GROUP	(800) 676-7516	NO	

**Note:** If "YES" is marked under Accelerated Foreclosure, please see Section C for more detailed information.

**Database:** Secured Property Tax Roll

**Database Date:** FY 2018-2019

#### B. 1915 Bond Act Assessment Districts

**This Residential Property is NOT SUBJECT to 1915 Bond Assessment Districts.**

**Database:** Secured Property Tax Roll

**Database Date:** FY 2018-2019

#### C. Accelerated Foreclosure Information





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Certain assessment or bond issues may contain accelerated foreclosure liens which have priority over other real property taxes and are a legal right included as part of the security for the obligation. The issuers of such bonds are often contractually required to monitor and collect delinquent assessments quickly. Accordingly these assessments are not subject to the five (5) year waiting period applicable to ad valorem real property taxes. If the real property is subject to such an assessment and the taxes are not paid promptly, the real property may be foreclosed upon and sold at public auction on an expedited basis. **Therefore, it is extremely important that the real property tax bill be paid on time to prevent the accelerated foreclosure.**

### D. Notice of Property Assessed Clean Energy (PACE) Program

Property assessed clean energy (PACE) programs allow property owners to finance energy efficiency, water efficiency and renewable energy projects, and qualifying seismic and wildfire safety improvements, on residential and commercial structures through a voluntary special tax assessment on the property. PACE programs are offered by many city, county and regional planning agencies, and have repayment periods ranging from 5 to 20 years however some may be longer.

**WHAT THIS MEANS:** If a property owner voluntarily enters into a PACE program, a contractual assessment lien is placed on the property. The lien is repaid through installments collected on the property owner's secured county property tax bill. In certain situations the program administrator may bill the property owner directly. If the property is sold and the contractual assessment is not repaid in full, the new owner may be responsible for future assessments contributing towards repayment of the PACE contract.

**DISCLOSURES AT RESALE:** A PACE lien runs with the land. This means that the responsibility to repay the PACE lien may fall to the new owner upon transfer of the property unless the lien is paid off before closing. This fact may be material to a buyer's decision to purchase or price offered for the property. In addition, the buyer's lender may require the lien to be paid in full before closing (for certain federally backed mortgages, for example). Therefore, the property seller and his or her real estate agent may have a duty to disclose the existence of a PACE lien on the sale property.

**The Property IS NOT SUBJECT to a PACE Program Contract documented in the county's Fiscal Year 2018-2019 Secured Property Tax Roll. To discover a PACE lien on the Property executed more recently, the Buyer should read the preliminary title report and obtain and read all exceptions listed therein. Note that, in the title report, lien exceptions are named as recorded with the county; therefore, a PACE lien may be listed under a name that is not obvious.**

### E. Approved Districts Which Have Been Formed and Authorized But Are Not Yet Funded

Certain Mello Roos Communities Facilities Districts or 1915 Bond Act Assessment Districts may have been formed and authorized but have not yet been funded. These Districts may not appear in this Report. However, the information regarding such districts may appear on your preliminary report issued by a title company. If a district has not been formed or funded, the improvements have also not been constructed. If the district is subsequently formed, the taxes or assessments may then appear on the property tax bill.



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### Part 3. Current Property Tax Bill Summary

#### A. Summary of 2018-2019 Property Tax Bill

The following is a summary of Database information obtained from the ALAMEDA COUNTY Secured Property Tax Roll (Database) for Tax Year 2018-2019 ("Database Date"). This summary is provided for informational purposes only. The summary includes Ad Valorem taxes which are based on the property's Assessed Value as well as other Non- Ad Valorem Direct or Special Assessments. Upon transfer of ownership, the Assessed Value may be reset to the Current Market Value or Sale Price which may result in a substantial change in the Ad Valorem taxes assessed. Please see Parts 4 and 5 of this Report for more information regarding Ad Valorem taxes and Supplemental taxes.

Total Assessed Value:	\$488,801.00
1st Installment Due 11/01/2018	\$5,203.03
2nd Installment Due 02/01/2019	\$5,203.03
Total Annual Tax Liability	\$10,406.06

#### General Ad Valorem Taxes

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
ALAMEDA COUNTY	GENERAL AD VALOREM TAX AND VOTER APPROVED BONDS	\$6,001.98	(510) 272-6800
	<b>TOTAL AD VALOREM TAXES</b>	<b>\$6,001.98</b>	

#### Direct and/or Special Assessments

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
CITY OF BERKELEY	STREET LIGHTING ASSESSMENT	\$39.92	(510) 981-7200
CITY OF BERKELEY	LANDSCAPE & PARK MAINTENANCE	\$614.64	(510) 981-7200
CITY OF BERKELEY	REFUSE SERVICE	\$328.68	(510) 981-7270
CITY OF BERKELEY	LIBRARY SERVICE	\$807.58	(510) 981-7200
ALAMEDA COUNTY	MOSQUITO ABATEMENT	\$1.74	(800) 273-5167
PUBLIC WORKS DEPT	COUNTY SERV. AREA E.M. 1983-1 (PARAMEDIC)	\$32.86	(800) 441-8280
PUBLIC WORKS DEPT	COUNTY SERV. AREA V.C. 1984-1 (VECTOR CONTROL)	\$5.92	(800) 273-5167
CITY OF BERKELEY	PARAMEDIC SUPPLEMENT	\$139.72	(510) 981-7200
CITY OF BERKELEY	FIRE PROT. AND EMERG. RESPONSE AND PREPAREDNESS TAX	\$206.76	(510) 981-7200
CITY OF BERKELEY	STREET LIGHTING ASSESSMENT DISTRICT	\$11.16	(510) 981-7200
CITY OF BERKELEY	STORM WATER ASSESSMENT DISTRICT	\$42.88	(510) 981-7200
ALAMEDA COUNTY PUBLIC WORKS AGENCY	C.S.A. LA 1991-1 (LEAD ABATEMENT)	\$10.00	(510) 567-8280
PERALTA COMMUNITY COLLEGE DIST	PERALTA CCD MEASURE B	\$48.00	(800)792-8021
BERKELEY U. S. D.	MAINTENANCE SPECIAL TAX	\$251.70	(510) 644-8717



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BERKELEY U. S. D.	MEASURE E1 OF 2016 PARCEL TAX	\$1,407.44	(510) 644-8717
SF BAY RESTORATION AUTHORITY	MEASURE AA PARCEL TAX	\$12.00	(888) 508-8157
ALAMEDA COUNTY WASTE MGMT AUTH	ALCO HAZARD WASTE PROGRAM	\$7.40	(877) 786-7927
ALAMEDA COUNTY	CSA VECTOR CONTROL B	\$4.08	(800) 273-5167
ALAMEDA COUNTY	ALA. CO. MOSQUITO ABATEMENT DISTRICT	\$2.50	(800) 273-5167
ALAMEDA COUNTY	AC TRANSIT MEASURE VV TAX	\$96.00	(800) 273-5167
CITY OF BERKELEY	EMERGENCY SERVICES FOR SEVERELY DISABLED	\$58.22	(510) 981-7200
EAST BAY MUNICIPAL UTILITY DISTRICT	EBMUD WET WEATHER FACILITIES CHARGES	\$162.06	(510) 287-2048
EAST BAY REGIONAL PARK DIST.	EBRPD LANDSCAPING & LIGHTING/E.B. TRAILS	\$5.44	(888) 512-0316
EAST BAY REGIONAL PARK DIST.	EBRPD PARK SAFETY/MAINT (MEASURE CC)	\$12.00	(888) 512-0316
CITY OF BERKELEY	CLEAN STORM WATER	\$49.18	(510) 981-7200
**CITY OF BERKELEY CFD 1 (DISASTER FIRE PROTECTION)	MELLO ROOS CFD	\$46.20	(510) 981-7200
**EAST BAY REGIONAL PARK DISTRICT COMMUNITY FACILITIES DISTRICT NO. A/C-3	MEASURE FF (REPLACES MEASURE CC IN FY 2020)	\$0.00	(800) 676-7516
<b>TOTAL DIRECT ASSESSMENTS</b>		<b>\$4,404.08</b>	

\*\* Indicates Mello Roos CFD, 1915 Bond Act or PACE Program Assessment. See Part 2 "Notice of Special Tax/Assessment" for additional information regarding these items.

### B. Available Senior Citizen Exemptions

Certain districts that levy special taxes or assessments may offer exemptions to Senior Citizens. These exemptions can result in substantial savings to qualified tax payers. The filing of an application along with annual renewal may be required. Below is the contact information for requesting details on filing exemptions for districts that may offer a Senior Citizen Exemption. Additional Direct Assessment Districts may offer exemptions. Therefore you may want to contact the districts to determine their policy on Senior Citizen Exemptions.

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
BERKELEY U. S. D.	MAINTENANCE SPECIAL TAX	\$251.70	(510) 644-8717
BERKELEY U. S. D.	MEASURE E1 OF 2016 PARCEL TAX	\$1,407.44	(510) 644-8717
EAST BAY REGIONAL PARK DISTRICT COMMUNITY FACILITIES DISTRICT NO. A/C-3	MEASURE FF (REPLACES MEASURE CC IN FY 2020)	\$0.00	(800) 676-7516

See Part 4B for additional information on other exemptions that may be available to Buyer.





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### Part 4. Estimating Property Taxes After the Sale

Instantly and securely calculate estimated property taxes and supplemental taxes on our website (or manually calculate them below):

<https://orderform.fanhd.com/Order/TaxCalcForm?quid=218E15668A414DEBB3A6B04149B0AD96>

#### A. Calculating Property Taxes After Sale (ESTIMATE ONLY)

##### PROPERTY TAX ESTIMATOR

The following calculation method is provided to assist Buyer in estimating the approximate amount of property tax charges that the Residential Property may be subject to for the upcoming tax year based on the assessed valuation being equal to the sales price. The amount derived is only an estimate and is not a substitute for a tax bill from the County, nor does it anticipate new property tax charges, fees or other changes in the property tax rates for future tax years.

1	Estimated Sales Price.....	∞ 1	\$	
2	Estimated Ad Valorem Tax Rate.....	∞ 2		<b>0.0122800</b>
3	Multiply line 1 by line 2. This is your Estimated Ad Valorem Tax.....	∞ 3	\$	
4	Direct Assessments including Mello Roos Special Taxes, 1915 Bond Act Assessments or PACE Assessments applicable.....	∞ 4	\$	<b>4,404.08</b>
5	Add lines 3 and 4. Total Estimated Annual Tax Amount After Sale.....	∞ 5	\$	

The information in this subparagraph A is an estimate only. The purpose of this "ESTIMATOR" is to assist Buyer in planning for property taxes which will be applicable after the Sale Date. This "ESTIMATOR" requires the Buyer's projection of the purchase price of the Residential Property. Please note that potential exemptions and exclusions are not reflected in this estimate. **Additionally, undeveloped or recently developed properties may be subject to additional Direct Assessments not included in this estimate. JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Property Tax Estimator.**

#### B. Exemptions & Exclusions to Ad Valorem Taxes

California law provides certain exemptions from reassessments. The following is a list of common exemptions which may be available:

- Homeowner exemption (California Constitution Art XIII, §3 & R&T Code §218)
- Honorably discharged veterans (California Constitution Art XIII, §3 & R&T Code §205)
- Disabled veterans (California Constitution Art XIII, §4 & R&T Code §205)

California law also provides certain exclusions from reassessment. The following is a list of common exclusions which may be available:

- Persons over 55 years of age (R&T Code § 69.5)
- Severely and permanently disable persons (R&T Code § 69.5(a))
- Transfers between parents and children and grandparents and grandchildren (R&T Code § 63.1)
- Transfers into revocable trusts (R&T Code § 62)
- Interspousal transfers (R&T Code § 63)
- Improvements for seismic retrofitting (R&T Code § 74.5)
- Improvements for disabled access (R&T Code § 74.3)
- Replacement of property damaged or destroyed by disaster (R&T Code § 69)

In order to determine if Buyer may qualify for any exemptions or exclusions or to obtain a comprehensive list of available exemptions and exclusions, please contact the county tax assessor's office (510-272-3787) or visit the county website at <https://www.acgov.org/assessor/>. Additional information is also available on the website for the California Board of Equalization at [www.boe.ca.gov](http://www.boe.ca.gov)



## Property Tax Disclosure Report For ALAMEDA County

**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

### Part 5. Supplemental Property Tax Information

#### A. General Information Regarding Supplemental Taxes

California law mandates the county assessor to reappraise real property upon a change in ownership or completion of new construction. The assessor's office issues a supplemental assessment which reflects the difference between the prior assessed value and the new assessment. This value is prorated based on the number of months remaining in the fiscal tax year which ends June 30.

Notices of the supplemental assessment are mailed out to the property owners prior to the issuance of the supplemental tax bill or refund if the value is reduced. The taxes or refund based on the supplemental assessment are in addition to the regular annual tax bill.

The supplemental tax will be due from the current owner in addition to the regular tax assessment. Accordingly for the first year of ownership, Buyer should plan for this additional payment.

#### B. Supplemental Property Tax Disclosure

The following notice is mandated by California Civil Code Section 1102.6c:

#### **NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL**

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

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

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

ALAMEDA County Assessor

Phone: 510-272-3787

Website: <https://www.acgov.org/assessor/>



## JCP-LGS Residential Resale Property Disclosure Reports

# Property Tax Disclosure Report For ALAMEDA County

**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
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## C. Calculating Supplemental Taxes After Sale (ESTIMATE ONLY)

Instantly and securely calculate estimated property taxes and supplemental taxes on our website (or manually calculate them below):

<https://orderform.fanhd.com/Order/TaxCalcForm?quid=218E15668A414DEBB3A6B04149B0AD96>.

### SUPPLEMENTAL TAX ESTIMATOR

The following schedule is provided to estimate the potential amount of the supplemental taxes on a given property and does NOT include the amount of the regular annual ad valorem property tax. The following calculation provides an estimate of the supplemental property taxes that can be expected during the first year of ownership, and should be used for planning purposes only.

1	Estimated Sales Price.....	∞ 1	\$	_____
2	Estimated Current Assessed Value.....	∞ 2	\$	488,801.00
3	Subtract line 2 from line 1. Estimated Supplemental Assessed Value.....	∞ 3	\$	_____
4	Multiply line 3 by 0.0122800 (the Estimated Ad Valorem Tax Rate for the Residential Property). Estimated Full-Year <u>Supplemental</u> Tax Obligation.....	∞ 4	\$	_____

If the Sale Date for the Residential Property falls during the months of January through May, Buyer will receive TWO supplemental tax bills: (a) one for the current partial tax year; and (b) one for the next full tax year. The supplemental taxes can be estimated by completing lines 5 through 8 below:

5	Enter the Month-of-Sale Factor from TABLE 1 below.....	∞ 5	_____
6	Multiply line 4 by line 5. Estimated Supplemental Tax Bill # 1.....	∞ 6	\$ _____
7	Enter the amount on line 4. Estimated Supplemental Tax Bill # 2.....	∞ 7	\$ _____
8	Add lines 6 and 7. Total estimated Supplemental Tax Bill.....	∞ 8	\$ _____

If the Sale Date for the Residential Property falls during the months of June through December, Buyer will receive ONE supplemental tax bill. The supplemental tax can be estimated by completing lines 9 and 10 below:

9	Enter the Month-of-Sale Factor from TABLE 2 below.....	∞ 9	_____
10	Multiply line 4 by line 9. Total estimated Supplemental Tax Bill.....	∞ 10	\$ _____

**TABLE 1. Month-of-Sale Factor**

Jan	0.4167
Feb	0.3333
Mar	0.2500
Apr	0.1667
May	0.0833

**TABLE 2. Month-of-Sale Factor**

Jun	1.0000
Jul	0.9167
Aug	0.8333
Sept	0.7500
Oct	0.6667
Nov	0.5833
Dec	0.5000

The information in this subparagraph C is an estimate only. The purpose of this "ESTIMATOR" is to assist Buyer in planning for the supplemental taxes. The estimated supplemental tax is not a substitute for the supplemental bill and may not be relied upon as such. This "ESTIMATOR" requires the Buyer's projection of the purchase price of the Residential Property as well as month in which the transaction will be consummated. Please note that potential exemptions and exclusions are not reflected in these estimations JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Supplemental Tax Estimator.





## JCP-LGS Residential Resale Property Disclosure Reports

### Property Tax Disclosure Report For ALAMEDA County

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#### Part 6. State Responsibility Area Fire Prevention Fee

In 2011, the California Legislature and Governor enacted a "Fire Prevention Fee" on habitable structures in the State's wildland fire responsibility area ("SRA"). The yearly fee, levied on property owners, paid for various activities to prevent and suppress wildfires in the SRA, and was most recently at the rate of \$152.33 per habitable structure on the property.

**Effective July 1, 2017, as authorized by Assembly Bill 398 and signed by the Governor, that fire prevention fee is suspended until 2031.**

The fire prevention activities supported by the fee will continue, but instead will be funded through a different State program – one aimed at curbing industrial emissions of carbon dioxide (also known as California's "cap-and-trade" program). For more information, please refer to the text of the Assembly bill at the following link:  
[http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB398](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB398)



## Property Tax Disclosure Report For ALAMEDA County

**Property Address:** 1314 SPRUCE ST  
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### Part 7. Private Transfer Fee Advisory

**Private Transfer Fee.** This is a fee imposed by a private entity such as a property developer, home builder, or homeowner association, when a property within a certain type of subdivision is sold or transferred. (It is commonly known as a "Private Transfer Tax".) It is NOT the same as a city or county Documentary Transfer Tax. A Private Transfer Fee may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the Property.

**Transfer Fee Defined.** California Civil Code Section 1098 defines a "Transfer Fee".

**Effective January 1, 2008, if the payment of any Transfer Fee is required in the sale or transfer of the Property, Civil Code Section 1102.6e requires Seller to notify Buyer of the existence of the fee and to disclose certain specific information about the fee.**

**How to Determine the Existence of a Transfer Fee.** If a Transfer Fee does exist affecting the Property, the document creating the fee may be on file with the County Recorder as a notice recorded against the Property and should be disclosed in the preliminary (title) report on the Property. However, the preliminary (title) report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a Transfer Fee is included in its terms. Accordingly Seller should (a) request the title company which issued the preliminary (title) report to provide copies of the documents shown as "exceptions," and (b) review each document to determine if it contains a Transfer Fee.

**Parties are advised that documents regarding any Transfer Fee should be obtained early in the sale process in order to avoid delays in the transaction process and to ensure full disclosure as required by law.**

**To determine if the Property is subject to a Transfer Fee, OBTAIN COPIES OF ALL OF THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE.**

**END OF TAX DISCLOSURE REPORT SECTION**  
**See Terms and Conditions at end of this Report.**



# JCP-LGS Residential Resale Property Disclosure Reports

## Terms and Conditions

**Property Address:** 1314 SPRUCE ST  
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("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

## TERMS and CONDITIONS

ACCEPTANCE OR USE OF THE WEBSITE, CUSTOMER SERVICE, OR ANY REPORT CONSTITUTES APPROVAL AND ACCEPTANCE OF THESE TERMS AND CONDITIONS AS STATED HEREIN.

The Website (defined below), Customer Service (defined below) and any Report (defined below) are subject to each of the following Terms and Conditions. Any User (defined below) accessing, using, or reviewing the Website, Customer Service, or any Report, including any portion thereof, agrees that the Website, Customer Service and Reports are subject to the following Terms and Conditions, and such User agrees to be bound by these Terms and Conditions, regardless of whether the User ordered a Report on the Website or over the telephone through Customer Service, and regardless of whether the User paid for the Report. Use of any kind of the Website or a Report by any User constitutes acceptance of these Terms and Conditions, which are incorporated by this reference into every Report.

### A Report is not an insurance policy.

A Report is made for the Property (defined below) and solely for the transaction for which it was originally purchased ("Transaction"). The Property shall not include any property beyond the boundaries of the real property described in a Report. The Property shall not include any structures (whether located on the Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

**IMPORTANT NOTICE:** Transferor(s) and transferee(s) shall read a complete Report in its entirety before the close of escrow. A "Signature Page" or "Summary Pages" document may be included in the electronic delivery of the Report. Those documents do not replace the complete Report or remove the need to read a complete Report, and do not remove the requirement to disclose. The Signature Page and Summary Pages documents are subject to these Terms and Conditions.

### 1. Definitions.

- a. **"Company"** shall mean First American Professional Real Estate Services, Inc., a California corporation, operating through its Natural Hazard Disclosure division, "JCP-LGS."
- b. **"Company Content"** shall mean all editorial content, graphics, data, and information contained in the Report or on the Website, any portion thereof, including the selection, coordination, and arrangement of the editorial content, graphics, data, and information on the Website, and the hierarchy of the Website.
- c. **"Customer Service"** shall mean Company's customer service telephone service department or representatives.
- d. **"User"** shall mean any person or entity.
- e. **"Property"** shall mean the real property specifically described in a Report.
- f. **"Report"** shall mean any residential disclosure report prepared by the Company, including but not limited to a JCP-LGS Residential Property Disclosure Report, available through the Website or Customer Service.
- g. **"Website"** shall mean the www.fanhd.com website, the www.disclosures.com website, the www.reodisclosure.com website, and any other individual sites as may be added to, or available through, the foregoing or any other Company website, including, without limitation, the data and computer code, underlying, contained on, or transmitted from the Website, a Report, and the Company Content. Any reference herein to the Website shall be to each individual item and also to the Website as a whole.

2. **No Third Party Reliance on Any Report.** Only the transferor(s) and transferee(s), and their agents/brokers, if any, involved in the Transaction (collectively, the "Recipients") may use and rely on a Report and only after they have paid in full for the Report. While disclosures made on the Natural Hazard Disclosure Statement in a Report may indicate certain risks to the Property, the disclosures are only "...between the transferor, the transferor's agents, and the transferee, and shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." Cal. Civil Code section 1103.2, subdivision (g).

3. **Seller and Seller's Agent's Responsibility of Full Disclosure.** Recipients are obligated to make disclosures, and always disclose material facts, that are within their actual knowledge.

4. **Scope of Any Report.** A Report is limited to determining whether the Property is located in those specified natural hazard zones and property tax districts, and in proximity to those specified environmental sites (depending on the report product ordered), as defined in the Report. The Report is not a geologic report or a land survey, and no site inspection has been made in producing the Report. Company makes no determination, expresses no opinion or view, and assumes no responsibility in any Report concerning the right, entitlement, or ability to develop or improve the Property. Company has no information concerning whether the Property can be developed or improved. No determination is made, and no opinion is expressed or intended by any Report concerning structures or soils on or outside of the Property, including, without limitation, habitability of structures or the Property, suitability of the Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. The Recipient(s) is advised to consult the local Planning Department to determine whether factors beyond the scope of any Report may limit the transferee(s) ability to use or improve the Property.

The Report is not a title report, and no determination is made and no opinion is expressed, or intended, by the Report as to title to the Property or liens against the Property, recorded or otherwise, or whether the Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances. The Report is not a property inspection report, and no determination is made and no opinion is expressed, or intended, by the Report concerning architectural, structural, mechanical, engineering, or legal matters, or the marketability or value of the Property. Company has not conducted any testing or physical or visual examination or inspection of the Property, nor is the Report a substitute for any such testing, physical or visual examination, or inspection.

5. **Tax and Environmental Disclosures (if included in Report).** No determination is made and no opinion is expressed, or intended, by a Report concerning the existence of property tax liabilities, or the existence of hazardous or toxic materials or substances, or any other defects, on, under, or in proximity to the Property, unless specifically described in the Report. Company's total liability for any error or omission in its disclosures relating to taxes and/or environmental matters shall be limited to actual proven damages not to exceed \$10,000.





## JCP-LGS Residential Resale Property Disclosure Reports

## Terms and Conditions

**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

6. **Company Database Updates.** To the extent databases are used in preparing a Report, each database is updated by the responsible agency at various intervals. Updates for a database are determined by the responsible agency and may be made at any time and without notice. The Company maintains an update schedule and makes reasonable efforts to use updated information. For these reasons, the Company reports information as of the date when the database was last updated by the Company. That date is specified as the "Database Date" for each database. The Tax Report discloses Mello Roos Community Facilities Districts, 1915 Bond Act Assessments and PACE assessments documented in the county's Fiscal Year 2018-2019 annual secured property tax roll. The Report may disclose PACE contracts where PACE taxes were first assessed or liens were recorded after the Fiscal Year 2018-2019 secured property tax roll, where recordation data is available to JCP-LGS. To discover a PACE lien on the Property executed more recently, the buyer should read the preliminary title report and obtain and read all exceptions listed therein. Note that, in the title report, lien exceptions are named as recorded with the county; therefore, a PACE lien may be listed under a name that is not obvious.
7. **Statutory and Additional Disclosures, Advisories, and Local Addenda (if included in Report).** No determination is made and no opinion is expressed, or intended, by a Report concerning the need to purchase earthquake or flood insurance for the Property. In preparing the Report, Company accurately reported on information contained in public maps and databases ("Government Records"). Company reviewed and relied upon those Government Records specifically identified and described in the Report. Company has not reviewed or relied upon any Government Records that are not specifically identified in the Report. Company also has not reviewed any plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by Company. Local Addenda, where applicable, are included "AS IS" as an accommodation to the local real estate board that provided the content; Company assumes no responsibility for the accuracy of any information included in the Local Addenda.
8. **FEMA Flood Determination Certificate (if accompanying the Report).** No determination is made, and no opinion is expressed or intended by a Report concerning the requirement for or cost of flood insurance on the Property. Recipient(s) understands that a lender may require flood insurance to secure its loan collateral independent of whether FEMA may require flood insurance under the National Flood Insurance Program on a federally backed mortgage. The FEMA Flood Determination Certificate ("Flood Certificate") that may accompany the Report, is produced by a third-party expert certified by FEMA to provide Flood Certificates. Company assumes no liability for errors in that third-party flood determination.
9. **Changes to Government Record after Report Date.** A Report is issued as of the Report Date identified in the Report. Company shall have no obligation to advise any Recipient of any information learned or obtained after the Report Date even if such information would modify or otherwise affect the Report. Subsequent to Company's acquisition of Government Records, changes may be made to said Government Records, and Company is not responsible for advising Recipients of any changes. Company will update the Report upon request and at no charge during the transaction process for which the Report was issued, but not to exceed one year from the date of the Report. Likewise, Company is not liable for any impact on the Property that any change to the Government Records may have.
10. **Government Record Sources.** Company relies upon the Government Records specifically identified in a Report without conducting an independent investigation of their accuracy. Company assumes no responsibility for the accuracy of the Government Records identified in the Report. Company makes no warranty or representation of any kind, express or implied, with respect to the Report. Company expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose. The Company Report is "AS IS."

#### 11. Not for Credit Purposes.

The Company Content available in any Report has not been collected for credit purposes and is not intended to be indicative of any consumer's credit worthiness, credit standing, credit capacity, or other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. The Report shall not be used:

- a. as a factor in establishing an individual's eligibility for credit or insurance,
- b. in connection with underwriting individual insurance,
- c. in evaluating an individual for employment purposes,
- d. in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority,
- e. in any way that would cause the Report to constitute a "consumer report" under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or
- f. in any other manner that would cause such use of the Report to be construed as a consumer report by any pertinent governmental authority.

#### 12. Limitation of Company's Liability

- a. Company is not responsible for:
  - Any inaccuracies or incompleteness of the information in the Public Records.
  - Inaccurate address information provided for the Property.
  - Any other information not contained in the Public Records as of the Report Date.
  - Any information which would be disclosed by a physical inspection of the Property.
  - Any information known by you, a Recipient, a User, the transferor or transferee, or their agents/brokers.
  - The health or risk to humans or animals that may be associated with any of the disclosed hazards.
  - The costs of investigating or remediating any of the disclosed hazards.
- b. In no event shall Company or its data suppliers be liable for any damages resulting from the inability or failure to access or interface with the Website or Customer Service.
- c. Except as otherwise expressly set forth in these Terms and Conditions, Company's total liability and responsibility to all Users accessing the Website, Customer Service, or any Report collectively for any and all liabilities, causes of action, claim or claims, including, but not limited to, claims for breach of contract or negligence, shall be for actual proven damages only caused directly by Company's error. In no event shall Company's total liability exceed the difference between the amount actually paid for the Property and the fair market value on the date of the disclosure, as measured by a retrospective appraisal performed by a licensed professional appraiser under the Uniform Standards of Professional Appraisal Practice. Company expressly disclaims any liability for Recipients' or Users' indirect, incidental and/or consequential damages, including, without limitation, lost profits, even if such damages are foreseeable, and you, User and Recipients hereby waive and release any right to assert a claim against Company for such amounts. The Parties, and each of them, expressly



# JCP & LGS Residential Resale Property Disclosure Reports

## Terms and Conditions

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waive the benefits of California Civil Code Section 2778 and 1542 and any other similar provisions. Section 1542 provides that "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

- d. **Product and Service Claims.** User shall provide prompt notice to Company, and a reasonable opportunity to cure, any known error, omission or mistake that may result in a claim on products or services provided under these Terms and Conditions, prior to making a claim against the Company. In addition, User shall use their best efforts to mitigate any losses resulting from any products or services provided pursuant to these Terms and Conditions. If User does not perform according to the requirements of this section, Company will not be liable. User also must provide sufficient documentation, as deemed appropriate by Company, to evidence any out-of-pocket, actual monetary loss.
- e. **Links.** Where Company provides hypertext links to other Internet websites on the Website, or in any Report, the Company does so for informational purposes only, and such links are not endorsements by Company of any products or services on such sites. Company shall not accept, and shall not incur, any liability for such products or services and makes no endorsement or approval of the same.

**13. Reporting of Risk Elements for Condominium Projects, Planned Unit Developments, and Other Properties with Common or Undivided Interests ("Common Interests")** Unless otherwise noted, this report is based solely on the real Property referenced by the Property's Assessor's Parcel Number ("APN"). An APN whose boundary does not include all Common Interests associated with the parcel will generate a report which does not identify the natural hazards relating to the Common Interests that extend beyond the APN parcel boundary. Accordingly, it is imperative that you consult with the property's homeowners association(s) to determine those risks.

**14. User Account and Information.**

- a. To obtain and use a Report, User must order the Report through the Website or over the telephone through Customer Service or by email. To order the Report online, User must register for an account on the Website and provide information required in the Website registration form. As part of that registration, User agrees to accurately furnish all contact and other information requested by Company and notify Company immediately of any change in the information.
- b. Company reserves the right to refuse or reject any request to create an account for any or no reason at Company's sole discretion. User solely is responsible for their account, contact information and other information made available through User's account or otherwise via the Website. User shall use reasonable care to protect the confidentiality of their account log-in information and will not share it with any other person or entity. User will be entirely responsible for the conduct of any person using their account information to access the Website, Customer Service, or any Report.
- c. User only shall access the Website using a password or other security mechanism to prevent unauthorized access. Sharing of User access is prohibited, and any automation of accessing information is strictly prohibited unless expressly authorized in writing by Company. It is User's sole responsibility to maintain the confidentiality of all usernames and passwords, and User shall be responsible for all charges relating to the use of said usernames and passwords whether or not authorized by User. In no event shall User use the Website, Customer Service, or any Report for illegal purposes or in any manner that is defamatory, libelous, unlawfully threatening or unlawfully harassing, or that otherwise violates any federal, state or local statute, law or regulation, for debt collection, skip tracing, or electronic telephone directory assistance or otherwise breaches or violates these Terms and Conditions.

**15. Confidentiality.** User acknowledges that the Website and any Report contain valuable commercial products, the development of which has involved the expenditure of substantial time and money. User shall take appropriate measures and shall initiate strict security measures to prevent the accidental or otherwise unauthorized use or release of any and all proprietary and confidential information of the Company and any third parties associated with the Report or provided through the Website or Customer Service.

**16. License to Use Website, Customer Service, and Any Report.** Subject to User's compliance with these Terms and Conditions, Company grants User a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to access and make use of the Website, Customer Service, and any Report solely for the purposes specified in these Terms and Conditions, and not for any other purpose whatsoever. The foregoing license does not include any resale or commercial use of the Website, Customer Service, Report, or Company Content obtained from the Website, Customer Service, or any Report. The Website, Report, and the Company Content therein, and any portion thereof, may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purposes without Company's express written consent. This license does not include any derivative use of this Website or the Report, or any Company Content therein nor any use of data mining, robots, or similar data gathering and extraction tools. User may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Website, the Report or the Company Content without express written consent of the Company. User may not use any meta tags or any other "hidden text" or trademarks without the express written consent of the Company. Any unauthorized use terminates the permission or license granted by the Company.

**17. Use of the Website, Customer Service, and Report.** User acknowledges and agrees that their use of and access to the Website, Customer Service, and any Report may be logged and monitored. User agrees that Company controls the terms of all access to, and use of, the Website (including any upgrades, modifications or updates thereto), Customer Service, and all products, services, and materials contained therein that are delivered by means of the Website, including the Reports, and all third-party products and information and data that may be included therein. The Company reserves the right to revise or alter the Website, Customer Service, the Reports, and the provisions of these Terms and Conditions at any time, in its sole discretion. By accessing or using the Website, Customer Service, or a Report, User agrees not to use the Website, Customer Service, or Report in any way that:

- is unlawful, fraudulent, tortious, or in any other manner Company deems in its sole discretion to be inappropriate or impermissible;
- may harm Company, any Recipient, or any other person or entity;
- violates or infringes the rights of the Company or any third party;
- gains or tries to gain unauthorized access to the Website, Customer Service, Company's computers and networks, any Report, or the Company's data, or that otherwise modifies or interferes with the permitted use or operation of the Website or Customer Service, or the permitted use of the Report;
- imposes an unreasonable or disproportionately large load on Company's infrastructure, including but not limited to transmitting spam or using other unsolicited communications or techniques;
- repurposes, copies, excerpts, disassembles, decompiles, manipulates, alters, damages, or deletes any Company Content or removes or modifies any copyright or other intellectual property notices that appear on the Website or any Report;
- contains computer viruses or other disruptive, damaging or harmful files or programs; or



# JCP-LGS Residential Resale Property Disclosure Reports

## Terms and Conditions

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**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
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- otherwise violates these Terms and Conditions, or any other terms, guidelines, or policies provided by Company.

In addition, User represents and warrants that:

- the information and other content that User provides using the Website, Customer Service, or Report does not infringe, violate, misappropriate or otherwise conflict with the rights of the Company or any third party; complies with all applicable local, state, national, and other laws, rules and regulations; and does not violate these Terms and Conditions;
- User will use their true legal name, address, electronic mail address, and only provide true, accurate and complete information on the Website;
- User will not impersonate another party or misrepresent or falsify their affiliation with another person, such as by using another user name, password or other account information or another name, likeness, image or photograph, or using fictitious personal or address information;
- User is at least 18 years of age, or the legal age of majority where User resides;
- User has all requisite rights and authority to use the Website, Customer Service, and Report, and to enter into these Terms and Conditions; and
- the performance of User's obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between User and third parties.

**18. User Content.** User hereby represents and warrants that any content that they upload to the Website, if permitted, or content that User uses in connection with any Report shall not be used in any manner that is defamatory, libelous, unlawfully threatening or unlawfully harassing, and does not and shall not infringe upon or misappropriate any rights, including, without limitation, intellectual property rights, proprietary rights or confidentiality rights, or rights of publicity or privacy of any third parties or the Company, and that such content is free of worms, viruses, Trojan Horses and other disabling code. For the avoidance of doubt, "content" as used in this section in connection with the User shall be construed broadly so as to include, but not be limited to, all materials, documents, data, information or other materials that User may upload to the Website or use in connection with any Report.

### 19. Intellectual Property.

- Unless otherwise provided, Company owns the copyrights, trademarks, service marks, and trade dress rights to all materials and content displayed on and from the Website and any Report (including visual interfaces, interactive features, graphics, designs, databases and their data, computer code, products, software and all other elements and components of the Website and Report). User may not reproduce, repurpose, modify, excerpt, create derivative works, display, frame, perform, publish, distribute, sell, disseminate, transmit, broadcast, sell, or circulate any such materials or content, including, without limitation, the Report or Website, or the contents thereof, to any third party (including displaying or distributing the material using a third-party website) without Company's prior written consent.
- Copyrights.** The Website and any Report are owned and copyrighted by Company. No ownership rights are being granted to User by these Terms and Conditions. Subject to the limited license provided in these Terms and Conditions, Company reserves all rights in and to Website and any Report, including, but not limited to, the exclusive rights under copyright and other intellectual property and the right to grant further licenses. User shall only use the Website as specifically stated herein. Company and its licensors reserve and retain all copyright, intellectual property and other proprietary rights in and to Company Content, including without limitation, all rights in any public information that may have been gathered, including as a compilation. All Company Content is protected by U.S. and/or international copyright laws, international treaties and/or other applicable laws. Unauthorized use of the Website or the Company Content is strictly prohibited and may subject User to prosecution. User acknowledges that all information accessed through the Website and any Report are proprietary information of Company, including any third-party suppliers (including, without limitation, real property ownership information) under copyright, and have been furnished to User in trust. Any revision, republication and re-use of Company Content or the Website for any purpose are strictly prohibited in whole or in part. Except as expressly permitted herein, the materials from the Website including, but not limited to, Company Content may be used solely for limited non-commercial informational purposes only as necessary to do business with the Company or for evaluating or purchasing Company's products and services. Except for downloading as may be expressly authorized by Company within specific portions of the Website, the Company Content may not be reproduced, licensed, copied, displayed, published, sold, modified, transmitted or distributed without the Company's prior written permission which may be withheld in Company's sole discretion. Linking to and/or framing the Website is strictly prohibited unless Company expressly consents in writing to such a link or frame, and User enters into a further agreement for such linking to and/or framings. Any person or entity wishing to establish a link to the Website, frame the Website, or request the Company's consent to other uses of the Website or Company Content, may send their request by e-mail to the Company Webmaster. All other uses of the Website and/or Company Content not expressly addressed in these Terms and Conditions are strictly prohibited.
- Trademarks.** Company and/or its parent company, subsidiaries or affiliates own several trademarks and service marks that are used in connection with, among other things, the Website and any Report, including, but not limited to, First American, JCP-LGS, the Eagle logo ® ("Company Marks"). Any use of the Company Marks requires prior approval in writing by the Company which may be withheld in Company's sole discretion. The "look and feel" of the Website and any Report, and the contents thereof, including, without limitation, the Company Content, such as the color combinations, buttons, layout, and other graphical elements are protected by applicable U.S. and international intellectual property laws, including, without limitation, trademark, copyright and trade dress laws. Nothing contained herein shall constitute a license (either express or implied) for User to use any of the Company Marks or trade dress, including the elements that constitute the "look and feel" of the Website and any Report.
- Company retains all rights that are not otherwise expressly granted in these Terms and Conditions.
- At Company's request, User shall return or delete any and all Website or Report content or portion thereof in their possession.

**20.** In the event of a dispute involving a violation of Paragraphs 15, 16, 17, 18, or 19 of these Terms and Conditions, such dispute shall not be subject to the Small Claims or Arbitration provisions set forth in Paragraph 23 below. In any litigation to stop a violation of those Paragraphs, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees and costs.

**21. Pricings/Billing and Payment Processing.** Company reserves the right to change any Report pricing, including whether a Report is billed for, at any time without notice. To the extent applicable, charges or fees for any Report will be accumulated under the licensee account number and will be invoiced either through escrow or directly to licensee, depending upon how licensee sets up their account. In the event that any credit card payments are processed by a third-party card processing company, such third-party card processing company will be contractually required by Company to use commercially adequate security and confidentiality measures. That agreement requires the card processing company to use adequate security and confidentiality measures to protect User's payment information. All payment information that User provides through the Website will be





# JCP-LGS Residential Resale Property Disclosure Reports

## Terms and Conditions

**Property Address:** 1314 SPRUCE ST  
BERKELEY, ALAMEDA COUNTY, CA 94709  
("Property")

**APN:** 060-2466-047  
**Report Date:** 06/24/2019  
**Report Number:** 2502284

transmitted directly to the card processing company over a secure connection. Company will not record User's credit card number, expiration date, or CVV number. However, this information may be stored by the card processing company in the normal course of its business, or as required or authorized by law, statute, regulation, or Payment Card Industry standard.

**22. Governing Law.** These Terms and Conditions, and a User's use of the Website, Customer Service, or any Report shall be governed by, and construed in accordance with, the laws of the State of California.

**23. Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration. All disputes and claims arising out of or relating to the Website, Customer Service, or any Report, except for those covered by Paragraph 20 above, must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company, transferor(s) and transferee(s) and claims that arose prior to purchase of the Report, but it excludes disputes and claims covered by Paragraph 20 above. This agreement to arbitrate applies to transferor(s) and transferee(s) successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

Any arbitration must take place on an individual basis. Company, transferor(s) and transferee(s) agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to grant relief affecting anyone other than the individual claimant. If a court decides that any of the provisions of this paragraph are invalid or unenforceable because the provisions would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from the arbitration and may be litigated in court.

The arbitration is governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. **A COPY OF THESE RULES IS AVAILABLE FROM THE AAA'S WEB SITE AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR ON REQUEST FROM THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY FEDERAL, STATE, OR OTHER APPLICABLE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.**

The arbitration will take place in the same county in which the property covered by the Report is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of the Report.

**24. Term; Termination.** The application of these Terms and Conditions will commence upon User's acceptance of the provisions of these Terms and Conditions by clicking "I Accept," calling Customer Service, or in any way accessing any Report or portion thereof and shall continue in perpetuity, unless sooner terminated pursuant to the terms hereof (the "Term"). Notwithstanding the foregoing, upon written notice to User, the Company may immediately terminate these Terms and Conditions, and terminate User's access to and use of the Website, Customer Service, and all Reports, for any reason at any time.

**25. Notices.** Any notice or other communication required or permitted under these Terms and Conditions shall be sufficiently given if delivered in person or sent by one of the following methods:

- Registered U.S. mail, return receipt requested (postage prepaid);
- Certified U.S. mail, return receipt requested (postage prepaid); or
- Commercially recognized overnight service with tracking capabilities.

Notices to the Company shall be sent to 4 First American Way, Santa Ana, California 92707, with a copy to the Company's counsel at the same address marked Attention: Legal Department. Notices to User shall be sent to the address entered by User in the Website. Notices or communications shall be deemed properly delivered as of the date personally delivered or sent by mail or overnight service.

**26. Severability.** Except as otherwise provided above, if any provision of these Terms and Conditions is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions.

**27. Other Agreements.** These Terms and Conditions constitute the entire, integrated agreement between Company and any User using, possessing, or accessing the Website and/or Report, and supersede and replace all prior statements, representations, negotiations, and agreements.

## END OF REPORT



**First American  
Property & Casualty  
Insurance Agency, Inc.**

Quote # 3820419  
Report # 2502284  
Monday, June 24, 2019

## Homeowners Insurance Quote Offer

To the buyer of  
1314 SPRUCE ST  
BERKELEY, CA 94709

First American is privileged to be a part of your home buying process and we look forward to continuing to serve you as you complete the vital next step – attaining homeowners insurance. We have worked on your behalf to make the purchasing of your homeowners insurance as easy as possible. This means a convenient process with no credit check or home inspection prior to policy purchase.

There are many benefits of using First American for your settlement services. No signature is necessary; we can expedite the evidence of insurance to your lender within minutes. If flood insurance is required, we will be happy to provide assistance with that. We will work directly with your escrow officer and lender to ensure an overall smooth process.

*At this time our database is missing key information to provide you a quote on homeowners insurance.*

Give our office call at (866) 620-8850 or via email [insurancequote@firstam.com](mailto:insurancequote@firstam.com) referencing the quote number in the right corner to complete the quote. If you prefer you may go to [www.fapcia.com](http://www.fapcia.com) and fill out a free no-obligation quote online and an insurance expert will contact you to discuss your options.

Common information for a quote:

- |                        |                           |              |
|------------------------|---------------------------|--------------|
| ✓ Year of Construction | ✓ 1 or 2 Car Garage       | ✓ Pool       |
| ✓ Square Feet          | ✓ Owner Occupied / Tenant | ✓ Wood Stove |

Contact First American Property & Casualty Insurance Agency to secure your rate today. To speak with your representative, please call (866) 620-8850 weekdays between 7:00 AM and 7:00 PM PST. You can also reach us by fax at (866) 863-4723 or email at [insurancequote@firstam.com](mailto:insurancequote@firstam.com).

Thank you for choosing Natural Hazard Disclosure and congratulations on your home purchase.

Disclosure Notice: First American Natural Hazard Disclosures (NHD) has a business relationship with First American Property & Casualty Insurance Agency (FAPCIA). Both NHD and FAPCIA are owned by First American Financial Corporation. Because of this relationship, this referral may provide NHD or its parent, a financial or other benefit.

4 First American Way, Santa Ana, CA 92707 | (866) 620-8850  
[insurancequote@firstam.com](mailto:insurancequote@firstam.com) | [www.fapcia.com](http://www.fapcia.com) | Lic# 0534607

**ORDER NO. : 1112028684**

## **EXHIBIT A**

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

Portion of Lot 10 in Block 23, as said Lot and Block are shown on the "Map of Property of N. Byrne in the Berkeley Villa Tract", filed August 3, 1885, in Book 11 of Maps, Page 5, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the Western line of Spruce Street, distant thereon Northerly 406 feet from the Northern line of Rose Street, as said Streets are shown on said Map; running thence along said line of Spruce Street Northerly 40 feet to the Northern line of said Lot 10; thence along the last named line Westerly 135 feet to the Western line of said Lot 10; thence along the last named line Southerly 37 feet, more or less, to a line drawn Westerly at right angles to said line of Spruce Street from the point of beginning; and thence along said line so drawn Easterly 135 feet to the point of beginning.

APN: 060-2466-047





**OLD REPUBLIC**  
TITLE COMPANY

900 Colusa Avenue, Suite 206  
Berkeley, CA 94707  
(510) 527-4700 Fax: (510) 526-6492

## PRELIMINARY REPORT

Our Order Number 1112028684-LE

NORTHBRAE PROPERTIES  
1600 Hopkins Street  
Berkeley, CA 94707

Attention: CHRISTIAN THEDE

**RECEIVED AND READ**  
**DATE** \_\_\_\_\_

When Replying Please Contact:

Lori Endo  
LEndo@ortc.com  
(510) 527-4700

Property Address: \_\_\_\_\_

1314 Spruce Street, Berkeley, CA 94709

51BE9BE0A0E84B1

*Daniel McLoughlin*

DocuSigned By: Daniel McLoughlin

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance 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 and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. 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 I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

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

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

Dated as of May 7, 2019, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**

For Exceptions Shown or Referred to, See Attached

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1112028684-LE

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

Homeowners Policy of Title Insurance - 2013; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

Daniel P. McLoughlin, Trustee of the Daniel P. McLoughlin Revocable Trust

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

Portion of Lot 10 in Block 23, as said Lot and Block are shown on the "Map of Property of N. Byrne in the Berkeley Villa Tract", filed August 3, 1885, in Book 11 of Maps, Page 5, in the Office of the County Recorder of Alameda County, described as follows:

Beginning at a point on the Western line of Spruce Street, distant thereon Northerly 406 feet from the Northern line of Rose Street, as said Streets are shown on said Map; running thence along said line of Spruce Street Northerly 40 feet to the Northern line of said Lot 10; thence along the last named line Westerly 135 feet to the Western line of said Lot 10; thence along the last named line Southerly 37 feet, more or less, to a line drawn Westerly at right angles to said line of Spruce Street from the point of beginning; and thence along said line so drawn Easterly 135 feet to the point of beginning.

APN: 060-2466-047

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

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	060-2466-047	
Bill No.	:	151903-00	
Code No.	:	013-000	
1st Installment	:	\$5,203.03	Marked Paid
2nd Installment	:	\$5,203.03	Marked Paid
Land Value	:	\$126,165.00	
Imp. Value	:	\$362,636.00	

OLD REPUBLIC TITLE COMPANY  
**ORDER NO. 1112028684-LE**

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

4. Any special tax which is now a lien and that may be levied within the City of Berkeley Community Facilities District No. 1, notice(s) for which having been recorded.

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

NOTE: The current annual amount levied against this land is \$46.20.

NOTE: Further information on said assessment or special tax can be obtained by contacting:

Name : City of Berkeley, Director of Finance  
Telephone No. : (510) 981-7300

5. The herein described property lying within the proposed boundaries of a Community Facilities District, as follows:

District No : California Home Finance Authority Community Facilities District No. 2014-1  
For : Clean Energy  
Disclosed By : Assessment Map 18, Page 65  
Recorded : August 24, 2015 in Official Records under Recorder's Serial Number 2015235594

Further information may be obtained by contacting:  
Y. Green  
(877)819-4736

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

Amount : \$288,700.00  
Trustor/Borrower : Daniel P. McLoughlin, Trustee of the Daniel P. McLoughlin Revocable Trust dated 7/23/07, amended and restated June 25, 2015  
Trustee : ReconTrust Company, N.A.  
Beneficiary/Lender : Bank of America, N.A.  
Dated : May 5, 2017  
Recorded : June 5, 2017 in Official Records under Recorder's Serial Number 2017121897



**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 1112028684-LE**

NOTE: Said Deed of Trust appears to secure a Revolving Line or Equity Line of Credit. If this loan is to be paid off and reconveyed through this transaction, the Company will require a written statement from the Beneficiary/Lender that a freeze is in effect on the account, and that the demand for payoff from the Beneficiary/Lender states that a reconveyance will be issued upon payment of the amounts shown therein.

The Beneficiary/Lender may be assisted in freezing this account by receiving a creditline freeze authorization letter signed by the Trustor/Borrower/Seller with the request for payoff demand. A sample copy of a typical such letter is available from the Company upon request.

7. Terms and conditions contained in the Daniel P. McLoughlin Revocable Trust as disclosed by Quitclaim Deed.

Dated : August 26, 2008  
Recorded August 26, 2008 in Official Records under Recorder's Serial Number 2008261388

The requirement that:

A Certification of Trust be furnished in accordance with Probate Code Section 18100.5; and

If the acting trustee is a successor trustee the additional requirement the Company is provided a complete copy of the trust, with all amendments and any intervening trustee is no longer acting in that capacity by providing copies of resignation letters, etc.

The Company reserves the right to make additional exceptions and/or requirements upon review of the above.

8. The requirement that this company be provided with a suitable Owner's Declaration from the Seller (form ORT 174). The Company reserves the right to make additional exceptions and/or requirements upon review of the Owner's Declaration.
9. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 1112028684-LE

----- Informational Notes -----

A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.3.

B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a single family residence known as 1314 Spruce Street, Berkeley, CA 94709.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled	:	Quitclaim Deed
By/From	:	Daniel McLoughlin
To	:	Daniel P. McLoughlin, Trustee of the Daniel P. McLoughlin Revocable Trust
Dated	:	August 26, 2008
Recorded	:	August 26, 2008 in Official Records under Recorder's Serial Number 2008261388

O.N.  
CT/sk

## Exhibit I

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12/02/13)**  
**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**  
**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 those portions of any law or government regulation concerning:

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

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

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 limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
- b. that are Known to You at the Policy Date, but not to Us, unless they are recorded 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.e., 25, 26, 27 or 28.

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 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.

9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

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

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00



## Exhibit I

**AMERICAN LAND TITLE ASSOCIATION  
LOAN POLICY OF TITLE INSURANCE - 2006  
EXCLUSIONS FROM COVERAGE**

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

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

**EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE**

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

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



## OLD REPUBLIC TITLE

### WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

**Who we are**

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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**What we do**

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>



### Other Important Information

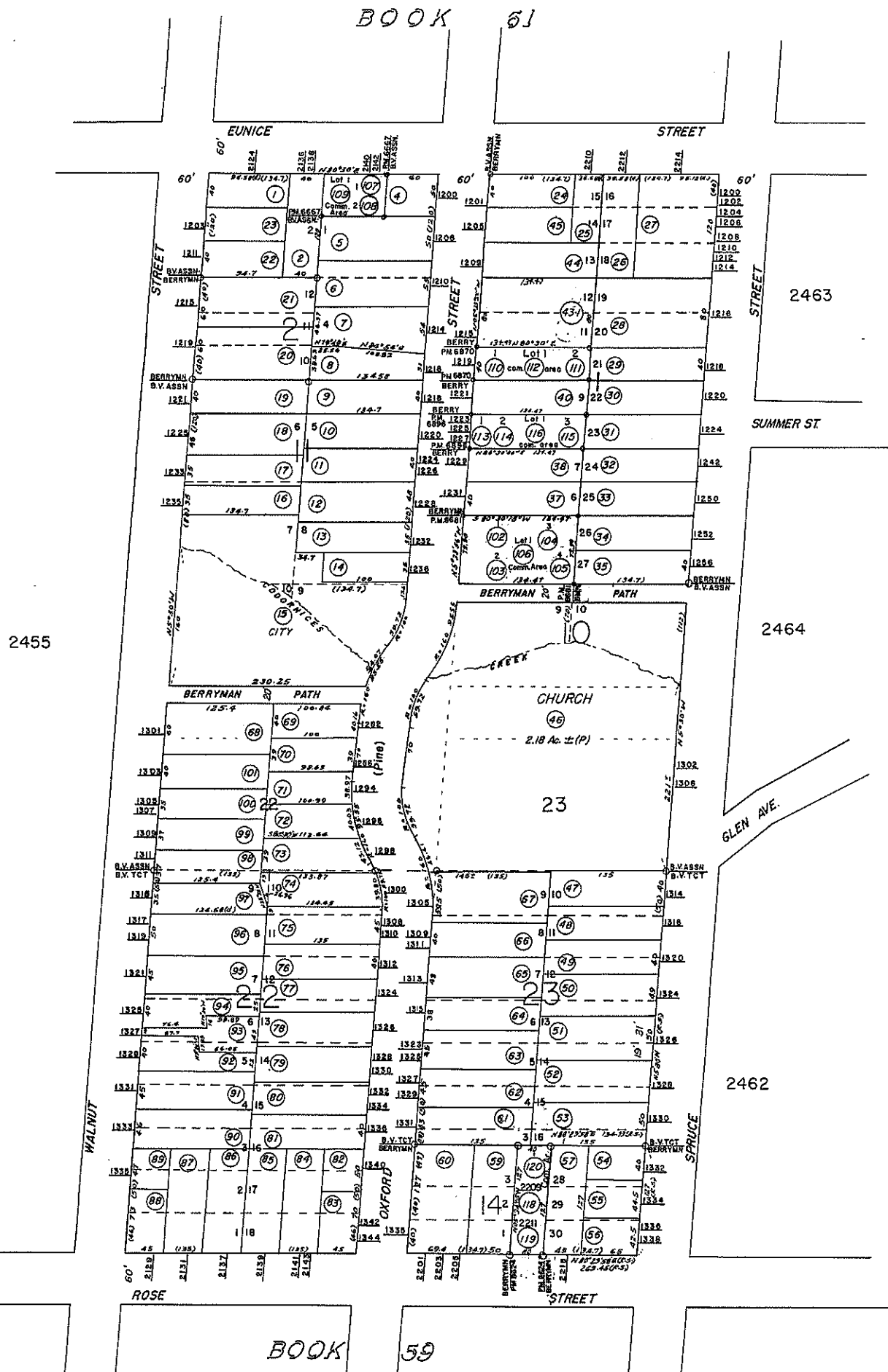
Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

### Affiliates Who May be Delivering This Notice


American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

P.M. 6681 213/59      P.M. 6667 216/76      P.M. 6870 218/63  
P.M. 6896 221/75      P.M. 8624 282/84-85

**Emly. Biks. 2458, 59, 60 & 61**



**WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT**

Building No. <b>1314</b>	Street <b>Spruce Street</b>	City <b>Berkeley</b>	Zip <b>94709</b>	Date of Inspection <b>08/05/2019</b>	Page: <b>1 of 16</b>
 <b>GT INSPECTS</b> <i>Book an inspection on line at GTInspects.com</i> <b>4820 MacArthur Blvd. Oakland, CA 94619 Ph 510-530-0687 Fax 510-743-4259</b>				<b>Company Report #:</b>  <b>G219755-Spruce,1314</b>	
Ordered by: <b>Dan McLoughlin c/o          Christian Thede          Northbrae Properties          1600 Hopkins Street          Berkeley, CA 94707-2713</b>		Property Owner and/or Party of Interest: <b>Same as ordered by</b>		Report sent to: <b>chris@northbrae.com</b>	

<b>COMPLETE REPORT <input checked="" type="checkbox"/></b> <b>LIMITED REPORT <input type="checkbox"/></b> <b>SUPPLEMENTAL REPORT <input type="checkbox"/></b> <b>REINSPECTION REPORT <input type="checkbox"/></b>	
General Description: <b>A two story single family residence with no garage</b>	
Inspection Tag Posted: <b>Subarea</b>	
Other Tags Posted: <b>Outdated</b>	
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.	
<b>Subterranean Termites <input checked="" type="checkbox"/></b> <b>Drywood Termites <input type="checkbox"/></b> <b>Fungus/Dryrot <input checked="" type="checkbox"/></b> <b>Other Findings <input checked="" type="checkbox"/></b> <b>Further Inspection <input type="checkbox"/></b>	
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details or checked items.	



**RECEIVED AND READ  
DATE** \_\_\_\_\_

51BE9BE0A0E84B1  
 Daniel McLoughlin  
 DocuSigned By: Daniel McLoughlin

**See Diagram on page #2 for location of findings**

**The Use of Digital Photographs:** A few photos are included in this report for illustrative purposes only. Every condition or observations will not have an associated photo. There is no relationship between the presence or absence of a photo and the importance of a condition reported; A significant finding may not have an accompanying photo.

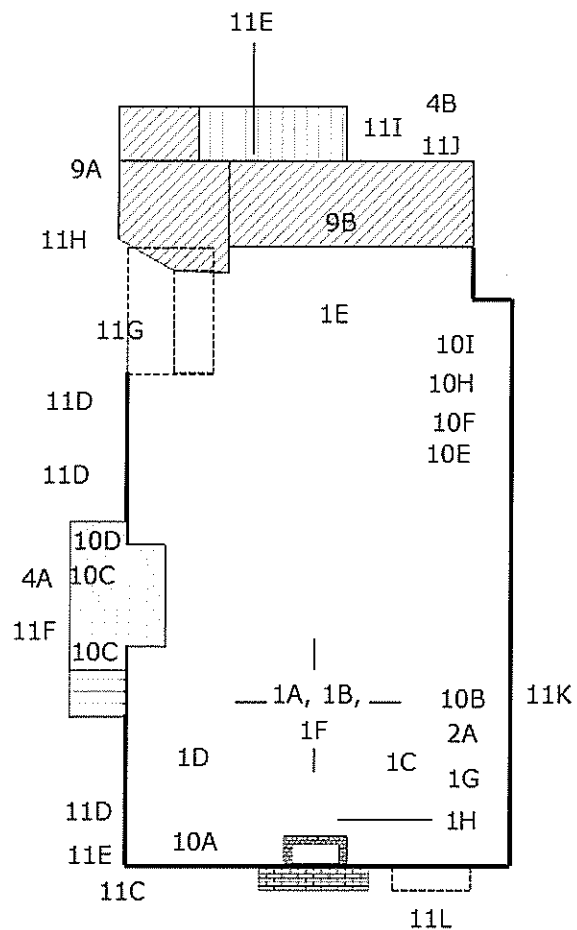
*Stephen B. Richardson*

Inspected by: **Steve Richardson** State License No. **OPR-11742** Signature : \_\_\_\_\_

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, California, 95825-3204.  
 NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at ( 916) 561-8708 (800) 737-8188 or www.pestboard.ca.gov.



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3A, 5A, 7A, 9C, 10G, 11A, 11B



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## **AUTHORIZATION OF WORK**

IF GT INSPECTS INC, IS NOT AUTHORIZED TO PERFORM THE WORK AS OUTLINED IN THIS REPORT WITHIN FOUR MONTHS OF THE DATE OF THIS INSPECTION, A NEW INSPECTION WILL BE REQUIRED.

## **GUARANTEE**

All work performed by this company is guaranteed for a period of one year from the date of completion with the exception of plumbing work, caulking, sealing or linoleum work which is guaranteed for sixty (60) days. Operations are covered by liability insurance, general contractor license and bond, city license and permit. All employees are covered by Workman's Compensation Insurance.

**We do not guarantee the work of others.** We will reinspect the work performed by others (a building permit is required, and must be on site at time of reinspection) if performed within four months of the date of the original inspection. Cost of the reinspection will not exceed the original inspection fee.

This inspection is for the purpose of identifying the presence or absence of wood destroying organisms only. GT Inspects Inc. does not cite violations of building codes nor performing an all encompassing building inspection. Foundations are inspected for below or above adjoining grade levels only and structural evaluation is not performed or part of a Structural Pest Control inspection. It is recommended that persons desiring information regarding electrical, plumbing, structural or general operating systems of this structure hire a company that does building/property inspections to inspect these areas.

## **HOUSEHOLD PESTS**

This inspection does not include any infestation for any type of household pests, insects or rodents, such as fleas, bees, ants, mice, roaches or any type of general pests cover by the Structural Pest Control Board Branch 2 licensee. Should parties in interest be concerned, we recommend they contact a General Pest Control Company licensed in that field.

## **MOLD**

This property was not inspected for the presence or absence of health related molds and fungi, and or indoor air quality. By California law, GT Inspects Inc. is neither qualified, authorized nor licensed to inspect for health related molds or fungi. If information is desired about the presence or absence of health related molds regarding this structure, you should contact an industrial hygienist. Any health related implications which may be associated with the findings or recommendations ( including repairs recommended) that are reflected in this report or concerning indoor air quality should be directed towards a qualified professional and or properly licensed hygienist.

## **CONTRACTORS OR OTHERS PERFORMING WORK AS RECOMMENDED IN THIS REPORT**

NOTE: In the event damage is found to extend further than outlined in this report at any item listed below in the course of the repairs, except where further inspection is recommended, our bid includes repairs to these areas if our firm is performing said repairs. Should any other firm or person undertake repairs outlined in this report, they shall also assume responsibility for damage that may be more extensive than outlined below.

Only a licensed pest control firm may apply any chemical for treatment of wood destroying organism including fungicides (for exception see sec. 8555 of the Business & Professional Code, Division 3). Any recommendation in this report requiring application of a fungicide or termiticide must be applied by a licensed pest control firm only.

NOTE: Diagram(s) on the front page of this report is/are not to scale and the findings are at approximate location of the structure and may extend further than outlines and/or may extend in more than one area. Always go over the report whenever possible, with the person making this inspection if unsure as to the amount or extent of damage. GT Inspects Inc. for a fee will perform site visit and go over the findings of the report or if desired will perform We are not responsible for misunderstandings of the reading of this inspection report. Persons completing these repairs should be aware of this and should also make their own visual/physical inspection of the property prior to starting any work.

GT Inspects Inc. will reinspect work by others. GT Inspects Inc. will reinspect, BUT NOT APPROVE, work performed by others. Although our company will reinspect work performed by others, we will offer no guarantees as to the quality of workmanship or of material used, even if the work is acceptable. If any guarantees or warranties are required or desired for work performed by others, we advise that you obtain same from the contractor or person that has performed the work, prior to close of escrow.

**ALL WORK PERFORMED BY OTHERS MUST BE COMPLETED WITH A LOCAL CITY/COUNTY BUILDING PERMIT AND THE PERMIT "FINALED" PRIOR TO OUR REINSPECTION. ALL CHEMICAL TREATMENTS FOR INFESTATIONS AND INFECTIONS MUST BE PERFORMED BY GT INSPECTS INC. TERMITE CONTROL. (PLEASE NOTE: THIS MAY REQUIRE CHEMICAL APPLICATIONS BY GT INSPECTS INC. DURING THE COURSE OF THE REPAIRS).**



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## **COMPETITIVE BUSINESS PRACTICES**

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

## **ROOF DISCLAIMER**

The roof covering, and operation of the gutters, and downspouts were not inspected or included in this report. The water tight capacity of these items is also beyond the scope of this inspection. Further information as to the condition of the roof, or the water tightness and/or inspection of the roof should be performed by a licensed roofing contractor.

## **INACCESSIBLE AREAS**

This inspection and report covers the visible and accessible areas of the building shown on the diagram. Interiors of hollow walls, inaccessible areas, spaces between floor and ceilings below, spaces between a deck and a soffit below, stall showers over finished ceilings with no evidence of water staining on finished ceiling below, buttress areas and walls that are covered or hidden by furniture, appliances, cabinets, storage and/or personal possessions and locked areas and or any area where inspection is only possible through tearing out or defacing of finished work, including tearing out wood framing, masonry or finished surfaces are considered inaccessible and not inspected. Such inspections would be cost prohibitive and impractical unless otherwise noted herein areas behind stoves, refrigerators or beneath floor coverings, furnishings; areas where there are encumbrances and storage, portions of the subarea concealed or made inaccessible by ducting or insulation, area beneath wood floors over concrete, and areas concealed by heavy vegetation were not inspected and considered inaccessible .

Soffits, rafter tails, eaves and exterior sidings and windows were visually inspected from ground level only. Areas above 8' feet above the ground level are considered inaccessible, unless obvious signs of infestations or infections were seen. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways. We assume no responsibility for work done by anyone else, for damage to structure or contents during our inspection, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/tenant.

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

## **ASBESTOS OR LEAD**

Owner, Party of Interest acknowledges and agrees that this inspection of the premises will not include any type of inspection for the presence or non-presence of asbestos or lead. GT Inspects Inc. recommends that you contact a contractor specially licensed to engage in the inspection or remediation of lead or asbestos that could be found on or in this structure. Should GT Inspects Inc. Discover the presence of asbestos or lead during our inspection of the structure or in performing repairs on the structure or if our inspection or repairs cause a release of the asbestos or lead particles, the owner or party of interest authorizing the inspection or repairs will be responsible for the clean up, removal and disposal of the asbestos or lead and the cost there of. Owner or party of interest hereby agree to waive any and all claims against GT Inspects Inc. Which are in any way related to the presence of asbestos or lead. The owner or party of interest also agrees to indemnify and hold GT Inspects Inc. harmless from any and all claims of any nature asserted by any third party, including this company's employees, which in any way relate to the presence asbestos or lead on or in the structure.

## **SEPARATED REPORT**

A separate report has been requested which is defined as a SECTION I / SECTION II conditions evident on the date of the inspection. SECTION I contains items where there is evidence of active infestation, infection or conditions that have resulted in or from infestations or infections. SECTION II items are conditions deemed likely to lead to infestations or infections 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 . not allow the inspector to complete his inspection and cannot be defined as SECTION I or SECTION II.

**OUR FINDINGS AND RECOMMENDATIONS BEGIN ON THE NEXT PAGE**



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## #1 SUBSTRUCTURE

### SECTION II      \$ Referred to Owner

**1A. FINDING:** Signs of past moisture intrusion were noted to have occurred in the subarea at the area indicated on the diagram. This is not uncommon to a structure in this area. The amount or cause of the moisture intrusion occurring was beyond the scope of this inspection.

**RECOMMENDATION:** Further information desired regarding the moisture intrusion should be directed towards an appropriate drainage contractor.

### INFORMATION

**1B. FINDING:** The inspection of the subarea walls was limited due to the installation of plywood at the subarea walls also known as shear paneling. These areas are considered inaccessible for inspection due to the installation of the plywood paneling or shear paneling. Due to the fact that there was no outward signs of infestations or infections at the plywood panels, I do not feel a further inspection is warranted at this time. This is not a guarantee. There may be infestations or infections hidden by the plywood.

**RECOMMENDATION:** Owner or party of interest should have periodic pest control inspections. If desired, and if requested by the owner or party of interest, GT Inspects Inc. would remove the plywood paneling to inspect these areas. GT Inspects Inc. would then inspect these areas, issue a supplemental report outlining our findings and recommendations as necessary. This would be done at an additional cost.

### INFORMATION

**1C. FINDING:** The laundry area in the basement was inspected. No outward signs of infestations or infections were observed. The floor area was inspected. The clothes washer and clothes dryer were not moved during the course of the inspection. The area beneath and behind the washer and dryer is considered inaccessible for inspection.

**RECOMMENDATION:** Owner or party of interest should keep the laundry area and floor well sealed and caulked at all times.

### INFORMATION

**1D. FINDING:** A sump pump has been installed in the basement at the area indicated on the diagram. Sump pumps are normally installed to control subarea/basement moisture conditions. The sump pump was not operated or inspected for all the proper operation/safety controls and is considered beyond the scope of this inspection.

**RECOMMENDATION:** Further information desired regarding the sump pump and its operation or the drainage conditions of this structure or property should be directed towards a licensed drainage contractor.

### INFORMATION

**1E. FINDING:** This structure was noted to have a finished basement area. The areas covered by the walls/ceilings are considered inaccessible for inspection. GT Inspects Inc. cannot warrant or guarantee conditions behind these enclosed walls/ceiling areas. Due to the fact that there was no signs of adverse conditions at the accessible areas no recommendations for further inspection are being made. This should not be misconstrued as a guarantee that infestations or infections do not exist behind these walls or ceiling. Under State of California Structural Pest Control Board rules and regulations a termite operator is required to identify inaccessible areas and make recommendations for further inspection if signs of adverse conditions are noted.

**RECOMMENDATION:** At the request of the owner or party of interest GT Inspects Inc. would return to inspect these areas by removing the wall/ceiling material. A supplemental report would then be given outlining our finding/recommendations as necessary. This would be done on a time and material basis.

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**SECTION I           \$ 40.00**

**1F. FINDING:** Fungus infected cellulose debris was found in the subarea as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to remove all cellulose debris of a size that can be raked and/or larger and dispose of the same.

**SECTION I           \$ 495.00**

**1G. FINDING:** A localized infestation of Wood Boring Beetles was observed at the framing as indicated on the diagram. It appears that this infestation does not extend into inaccessible areas.

**RECOMMENDATION:** GT Inspects Inc. chemically treat this area with a chemical toxic to Wood Boring Beetles. This is a local treatment only and no fumigation will be performed due to the fact that there is no evidence at this time that the infestation extends into inaccessible areas. The chemical to be used is Tim-Bor.

**PLEASE NOTE:** A local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated. If the infestation is found to extend into inaccessible areas during the treatment a supplemental report will be given outlining our findings and recommendations and additional cost quotes as necessary.

**WARRANTY - Wood Boring Beetles Local Treatment**

GT Inspects Inc. warrants the chemical treatment for one year from date of completion at the area of treatment. This warranty covers the following: Should a wood boring beetle re-infestation occur within the one year warranty period at the area treated, GT Inspects will **RE-TREAT** the re-infestation at no cost to the owner provided that: 1) The re-infestation is in the area of original local treatment; 2) was not caused by owner's negligence; 3) payment is not in default; 4) the re-infestation was not caused by work performed by others; (i.e. disturbing of chemical barrier and/or removal of treated wood, etc.) 5) the re-infestation was not caused by failure of the owner to perform routine maintenance; ( i.e. controlling of drainage, removal of dead tree limbs, etc.)

**LIMITS OF LIABILITY**

A) GT Inspects, Inc. is **NOT** responsible to perform work stated in other companies opinions or proposals; B) The warranty is that the **area treated** for the control of Wood Boring Beetles to be free of active wood boring beetle infestation for a period of one year from the original date of treatment. C) **GT INSPECTS, INC IS NOT RESPONSIBLE FOR DAMAGE TO THE STRUCTURE, PERSONAL EFFECTS AND OR FURNISHING, INCLUDING INTERIOR OF THE STRUCTURE, SUBAREA, ATTIC AND/OR INACCESSIBLE AREAS CAUSED BY A BEETLE RE-INFESTATION.** The warranty covers areas of the original treatment only, and does not cover any other areas of new infestation, structures, fences, sheds or other areas outside of the original chemical application. It will be up to GT Inspect's discretion as to the method and area of re-application of the chemical. This guarantee is transferable to any subsequent owner of the property during the warranty period.





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## SECTION I \$ 650.00

**1H. FINDING:** Evidence of subterranean termites was observed at the framing as indicated on the diagram. It appears this is a local infestation.

**RECOMMENDATION:** GT Inspects Inc. to locally chemically treat for the control of subterranean termites with a chemical toxic to subterranean termites. The chemical to be used is Premise 75, to be applied in strict accordance with manufacturer's label instructions and E.P.A. guidelines.

**PLEASE NOTE:** A local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated. If the infestation is found to extend into inaccessible areas during the treatment a supplemental report will be given outlining our findings and recommendations and additional cost quotes as necessary.



Application of the chemical will be by trenching, or rodding and treating at the foundation footing and load posts. A band spray application may be used where soil or access conditions will not permit rod applications. Application may require drilling through concrete slabs at various locations. The holes drilled will be filled with cement mortar at the completion of the chemical application. Where finished floors are over slabs carpets will be pulled back and loose laid after treatment to be restricted by others. Any other finished floors (tile, linoleum, pergo, hardwood) may be defaced by drilling/application. Please Note: Care will be taken to locate underground utilities, (gas, electric, water and/or cable/phone). Should damage occur to any hidden or underground utility it will be the responsibility of the owner to contact the proper tradesperson for repairs and to pay for same. Owner must remove all stored articles to make room for the treatment to be performed and move the articles back after treatment. PLEASE NOTE: There may be concealed damage in inner areas or inaccessible areas from the termite infestation. Should these concealed areas be opened, a further inspection will be performed and a supplemental report will be issued listing our findings, recommendations and cost quote if any. All accessible termite shelter tubes will be brushed down or broken at the accessible areas.

**PLEASE NOTE:** WITH ANY CHEMICAL APPLICATION SOME MINOR ODOR MAY EXIST. THIS ODOR SHOULD DISSIPATE WITHIN 24 HOURS, THE ODOR MAY LINGER LONGER DEPENDANT ON PREVIOUS CHEMICAL APPLICATIONS, SOIL CONDITIONS AND VENTILATION. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT OUR OFFICE.

### Warranty Subterranean Termites - Local Treatment

GT Inspects Inc. warrants the chemical treatment for one year from date of completion. This warranty covers the following: Should a subterranean termite re-infestation occur within the one year warranty period at the area treated, GT Inspects Inc. will **RE-TREAT** the re-infestation at no cost to the owner provided that: 1) The re-infestation was not caused by owner's negligence; 2) payment is not in default; 3) the re-infestation was not caused by work performed by others; (i.e. disturbing of chemical barrier and/or removal of treated wood, etc.) 4) the re-infestation was not caused by failure of the owner to perform routine maintenance; ( i.e. controlling of drainage, etc.). **LIMITS OF LIABILITY**

(A) GT Inspects, Inc. is **NOT** responsible to perform work stated in other companies opinions or proposals; (B) The warranty is that the area treated for the control of subterranean termites to be free of active subterranean termite infestation for a period of one year from the original date of treatment. (C) **GT INSPECTS, INC. IS NOT RESPONSIBLE FOR DAMAGE TO THE STRUCTURE, PERSONAL EFFECTS AND/OR FURNISHING, INCLUDING INTERIOR OF THE STRUCTURE, SUBAREA AND/OR**

**INACCESSIBLE AREAS CAUSED BY A TERMITE RE-INFESTATION.** The warranty covers areas of original treatment only, and does not cover any other structures, fences, sheds or other areas outside of the original chemical application. It will be up to GT Inspects Inc 's discretion as to the method and area of re-application of the chemical. This guarantee is transferable to any subsequent owner of the property during the warranty period.



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## #2 SHOWERS

### SECTION II

**2A. FINDING:** The stall shower in the upper main bathroom was not water tested due to it was over a finished ceiling. Cracked tiles were noted. No signs of staining was observed to the ceiling beneath the stall shower to warrant a further inspection at this time. There is no warranty that the stall shower would not leak if a water test was applied.

**RECOMMENDATION:** Owner or party of interest should maintain the stall shower in a well sealed and caulked manner at all times. At the request of the owner or party of interest, GT Inspects Inc. would return, cut an access hole in the ceiling beneath the shower and apply a standard water test. GT Inspects Inc. would issue a supplemental report outlining our findings and recommendations and price quote if any.

## #3 FOUNDATIONS

### INFORMATION

**3A. FINDING:** The foundation of this structure was found to be concrete and concrete block, and above adjacent soil level at the time of inspection. Some cracks and minor deterioration were noted to the foundation. This is certainly not uncommon to a structure's foundation of this age or area.

**RECOMMENDATION:** The owner should maintain the exterior grade levels below the top of the foundation a minimum of four inches at all times. Information desired regarding the condition of the foundation is beyond the scope of this inspection. Any information desired regarding the foundation should be directed to appropriate contractor or engineer.

## #4 PORCHES --- STEPS

### SECTION I \$ 1,250.00

**4A. FINDING:** Fungus damage and decay was observed at the wood framing and sheathing beneath the concrete on wood framed side porch and stairs at the location as indicated on the diagram. The cause of the damage is due to moisture intrusion occurring at this area.

**RECOMMENDATION:** GT Inspect Inc. to repair the fungus damaged framing and sheathing with new material to eliminate the fungus infection. The new material to be used will be pressure treated douglas fir framing as available. GT Inspects will treat this area with a registered fungicide. The fungicide to be used is Timbor (see chemical disclosure for active ingredients). At completion of repairs, owner or party of interest to caulk and seal the porch. Failure to maintain the porch in a well sealed and caulked manner at all times will result in future moisture intrusion and decay.

**PLEASE NOTE:** No building code upgrades to the support framing and or handrail/guardrail is included in our cost quote. If the local building department requires additional code compliance, upgrades, plans or engineering this would be done at an additional cost.

### INFORMATION

**4B. FINDING:** The rear porch is concrete on grade with no signs of infestation or infections noted.

**RECOMMENDATION:** Owner should keep the porch well sealed and caulked at all times.





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## **#5 VENTILATION**

### **INFORMATION**

**5A. FINDING:** The ventilation of the subarea appeared to be adequate at the time of the inspection.

**RECOMMENDATION:** Owner should periodically inspect for proper ventilation of subarea.

## **#6 ABUTMENTS**

NONE

## **#7 ATTIC SPACES**

### **INFORMATION**

**7A. FINDING:** The attic space was not inspected due to the cracking or damage that may occur to the interior ceilings as a result of the inspection or injury could occur to our inspector.

**RECOMMENDATION:** If a written release is provided, an attic inspection will be performed and a supplemental report will be issued with our findings and recommendations. This would be done at an additional cost and could require the removal of insulation (if present) and the installation of crawl boards and or catwalks.

## **#8 GARAGES**

NONE

## **#9 DECKS --- PATIOS**

### **SECTION I           \$ 1,850.00**

**9A. FINDING:** Fungus infection was found to the rear deck and stairs as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to repair the support framing/decking as necessary to eliminate the fungus infection. Owner then to keep the deck well sealed and caulked at all times to prevent further moisture intrusion or decay from occurring.

**PLEASE NOTE:** No building code upgrades, plans or engineering are included in our cost quote including upgrades to the handrail or guardrail system. If the local building department requires additional repairs or upgrades, this would be done at an additional cost.

**PLEASE NOTE:** If this damage is found to extend into inaccessible areas ( where the deck attaches to the structure) during the course of the repairs a supplemental report would be given outlining our findings, recommendations and additional costs as necessary. No repairs for damage in inaccessible areas is included in our cost quote.



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**SECTION I           \$ 1,250.00**

**9B. FINDING:** Fungus infection was found to the rear rooftop decking and handrail as indicated on the diagram. This rooftop deck was not water tested and doing so is beyond the scope of a pest inspection.

**RECOMMENDATION:** GT Inspects Inc. to repair the decking as necessary to eliminate the fungus infection. Owner then to keep the deck well sealed and caulked at all times to prevent further moisture intrusion or decay from occurring.

**PLEASE NOTE:** No building code upgrades, plans or engineering are included in our cost quote including upgrades to the handrail or guardrail system. If the local building department requires additional repairs or upgrades, this would be done at an additional cost.

**PLEASE NOTE:** If this damage is found to extend into inaccessible areas ( the internal support framing ) during the course of the repairs a supplemental report would be given outlining our findings, recommendations and additional costs as necessary. No repairs for damage in inaccessible areas is included in our cost quote.

**INFORMATION**

**9C. FINDING:** The detached patio cover was not inspected or included in this report.

**RECOMMENDATION:** Upon request and for an additional fee, GT Inspects Inc. would return to inspect the cover and issue a supplemental report outlining our findings, recommendations and repairs as necessary.

**#10 OTHER --- INTERIORS****SECTION I           \$ 450.00**

**10A. FINDING:** This lower portion of a single lite double hung window sash was found to be fungus damaged and decayed as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to remove this fungus damaged wood window sash and replace with new prime painted wood window sash of like design. No finish painting is included in our cost quote. Some minor damage may occur to the interior wood window trim in replacement of the wood window sashes. Existing hardware to be reused if possible.

**INFORMATION**

**10B. FINDING:** The upper main bathroom areas were inspected and no outward signs of infestations or infections were seen.

**RECOMMENDATION:** Owner or party of interest to keep the bathroom areas well sealed, grouted and caulked at all times. Particular attention should be paid to the bathtub/shower areas and the floor adjacent to these areas.

**SECTION I           \$ 1,595.00**

**10C. FINDING:** These two, single lite fixed wood window sashes at the upper bedroom were found to be fungus damaged and decayed as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to remove these fungus damaged wood window sashes and replace with new prime painted wood window sashes of like design. No finish painting is included in our cost quote. Some minor damage may occur to the interior wood window trim in replacement of the wood window sashes. Existing hardware to be reused if possible.





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**SECTION I           \$ 795.00**

**10D. FINDING:** This single lite swing out wood window sash at the upper bedroom was found to be fungus damaged and decayed as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to remove this fungus damaged wood window sash and replace with new prime painted wood window sash of like design. No finish painting is included in our cost quote. Some minor damage may occur to the interior wood window trim in replacement of the wood window sashes. Existing hardware to be reused if possible.

**SECTION II           \$ Referred to Contractor**

**10E. FINDING:** The upper main bathroom tiled walls were noted to have some loose tiles at the tub walls when the walls were tapped. No outward signs of infestations or infections were seen.

**RECOMMENDATION:** Owner should engage the services of an appropriate contractor to repair the tile walls. If during the course of the repairs fungus damage or decay is found, GT Inspects would return for a fee to inspect the area and issue a supplemental report outlining our findings and recommendations as necessary. Owner or party of interest should then maintain the tub area in a well sealed manner at all times.

**INFORMATION**

**10F. FINDING:** A Jacuzzi tub was noted in the upper main bathroom. The jacuzzi tub was not operated or water tested at the time of the inspection.

**RECOMMENDATION:** Owner or party of interest should keep the jacuzzi tub and area well sealed and caulked at all times. Further information desired regarding the operation of the tub should be directed towards the appropriate licensed contractor.

**INFORMATION**

**10G. FINDING:** The interior of the structure was in the process of being rehabbed/painted at the time of the inspection. GT Inspects Inc. cannot warrant conditions hidden by the painting and rehab in progress. This includes any past signs of leakage, stains or mold conditions. GT Inspects Inc. cannot also warrant conditions that change after the date of the inspection.

**RECOMMENDATION:** Further information desired regarding the rehab/remodel should be directed to the current owner, the contractor performing the rehab or appropriate licensed property inspector or local building inspector.

**INFORMATION**

**10H. FINDING:** The kitchen areas were inspected and no signs of infestations or infections were found.

**RECOMMENDATION:** Owner or party of interest should keep all kitchen surfaces well sealed and caulked at all times. Particular attention should be paid to the countertop adjacent to the kitchen sink. Floor covering should be kept sealed particularly around automatic dishwashers and any door leading to the exterior areas.

**INFORMATION**

**10I. FINDING:** The lower 1/2 bathroom areas were inspected and no outward signs of infestations or infections were seen.

**RECOMMENDATION:** Owner or party of interest to keep the bathroom areas well sealed, grouted and caulked at all times. Particular attention should be paid to the bathtub/shower areas and the floor adjacent to these areas.

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## #11 OTHER --- EXTERIORS

### INFORMATION \$ Referred to Roofer

**11A. FINDING:** The roof covering, and operation of the gutters, and down-spouts were not inspected or included in this report. The water tight capacity of these items are also beyond the scope of this inspection.

**RECOMMENDATION:** Further information as to the condition of the roof, or the water tightness and/or inspection of the roof should be performed by a licensed roofing contractor.

### INFORMATION

**11B. FINDING:** Others were noted to have recently painted portions of the exterior of the structure in the recent past. GT Inspects cannot be responsible for damage or conditions that may be hidden by the recent painting. This could include past staining at the eaves or walls, mold or other deterioration.

**RECOMMENDATION:** Owner or party of interest should keep the exterior of the structure well sealed and caulked at all times. Particular attention should be paid to the exterior around the window and door areas. Further information desired regarding the condition of the structure should be directed towards the current owner.

### SECTION I \$ 195.00

**11C. FINDING:** Fungus damage was found to this non functional post as indicated on the diagram.

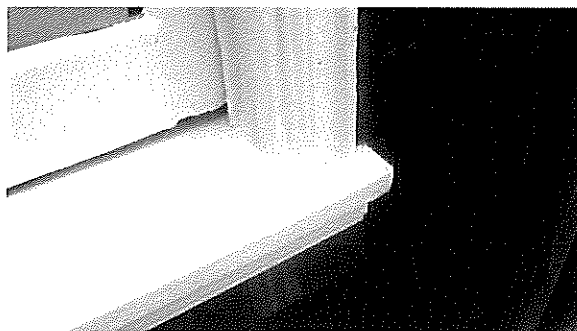
**RECOMMENDATION:** GT Inspects Inc. to remove the post and eliminate. Fill the attachment holes with clear caulking and leave ready for painting by others.



### SECTION I \$ 2,150.00

**11D. FINDING:** These three, upper and lower portions of a single lite double hung wood window sash were found to be fungus damaged and decayed as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to remove these fungus damaged wood window sashes and replace with new prime painted wood window sashes of like design. No finish painting is included in our cost quote. Some minor damage may occur to the interior wood window trim in replacement of the wood window sashes. Existing hardware to be reused if possible.



### SECTION I \$ 150.00

**11E. FINDING:** Fungus damage was found to the wooden window casings as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to repair the window casings as necessary to eliminate the fungus damage and decay. Prime paint the disturbed areas as needed.

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**SECTION I           \$ 75.00**

**11F. FINDING:** Fungus damage was found to the meter access door trim as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to repair the door trim as necessary to eliminate the fungus infection. Disturbed exterior areas to be prime painted only.

**SECTION I           \$ 250.00**

**11G. FINDING:** The basement door as indicated on the diagram was found to be fungus damaged and decayed. The damage appears to be minor and can be repaired with out replacing the door.

**RECOMMENDATION:** GT Inspects Inc. to repair the door as necessary to eliminate the fungus damage and decay. GT Inspects Inc. to prime paint the disturbed areas as needed. Owner then to keep this and all doors and windows well sealed and caulked at all times. If the door is found at the time of the repairs to have inaccessible damage that cannot be repaired, a supplemental report will be given outlining our findings and recommendations and additional costs as necessary.

**SECTION II           \$ Referred to Roofer**

**11H. FINDING:** The down-spout at the area indicated on the diagram was noted to be ending short on the wall. This can cause moisture intrusion and decay.

**RECOMMENDATION:** Owner should engage the services of a licensed roofer for recommendations and repairs as necessary.

**SECTION I           \$ 125.00**

**11I. FINDING:** This single lite fixed wood window sash was found to be fungus damaged and decayed as indicated on the diagram. The damage appears to be minor and can be repaired with out replacing the window sash.

**RECOMMENDATION:** GT Inspects Inc. to repair the window sash as necessary to eliminate the fungus damage and decay. GT Inspects Inc. to prime paint the disturbed areas as needed. Owner then to keep this and all windows well sealed and caulked at all times. If the window sash is found not to be able to be repaired, a supplemental report will be given outlining our findings and recommendations and additional cost quote as necessary.

**SECTION I           \$ 1,650.00**

**11J. FINDING:** This 10 lite french style door was found to be fungus damaged and decayed as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to remove the fungus damaged door and replace with new prime painted wood door of like design. No finish painting is included in our cost quote. Note some minor damage may occur to the wood door trim in replacement of the door. Existing hardware/lock set to be reused if possible.



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**SECTION I           \$ 450.00**

**11K. FINDING:** Fungus damage was found to the wooden window sill as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to repair the window sill as necessary to eliminate the fungus damage and decay. Prime paint the disturbed areas as needed.

**SECTION I           \$ 1,495.00**

**11L. FINDING:** These three, single lite fixed wood window sashes were found to be fungus damaged and decayed as indicated on the diagram.

**RECOMMENDATION:** GT Inspects Inc. to remove these fungus damaged wood window sashes and replace with new prime painted wood window sashes of like design. No finish painting is included in our cost quote. Some minor damage may occur to the interior wood window trim in replacement of the wood window sashes. Existing hardware to be reused if possible.

**PLEASE NOTE:** It is this inspector's opinion that several of the findings and recommendations in this Structural Pest Control Inspection report require a local city building permit.

If others are completing repairs in this inspection report and are requiring a reinspection, a signed off building permit is required prior to our reinspection. Please See: "Contractor's or others performing work" on page 3 of this report ).

**CONDITIONS NOTED AT THE TIME OF THE INSPECTION**

1. It is important that all parties reading this report understand that this report covers the accessible areas of the structure only. There are many inaccessible areas in a structure. Please see inaccessible areas on page 2 of this report. GT Inspects Inc. does not warrant or make any representation as to the interior of hollow spaces of walls or ceilings. These areas are considered inaccessible. Further inspection recommendations are made where there are visible signs of infestations or infections. Otherwise the areas as noted on page 2 of this report are considered inaccessible and were not inspected or included in this report.
2. No representation is made by GT Inspects Inc. regarding the roof covering or roofing components on this home. We are not licensed roofer's and not qualified to inspect these areas as a termite operator. We recommend that the owner or party interest engage the services of a licensed roofing contractor for recommendations and or repairs as necessary.

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3. It must be understood by all parties concerned that this structural pest control inspection was performed from the ground level only. The roof covering, downspouts and gutters were not inspected and are considered outside the scope of this report. If the roof has not been inspected in the recent past, a licensed roofing contractor should be contacted for recommendations and corrective measures as necessary.
4. The foundation of this structure was inspected for relationship to soil grade levels only (faulty grade conditions). No structural analysis was performed on the foundation or supporting soils. This type of inspection is outside the scope of this inspection.
5. Signs of moisture intrusion were noted at some of the window areas in the structure. This can cause fungus damage and decay. Owner or party of interest should caulk and seal all window areas to prevent future moisture intrusion and decay.

Thank You for allowing GT Inspects Inc. to inspect your property. If you have any questions regarding this report, or if I can be of further service please call Steve Richardson at 510 774-5737 or our office at 510-530-0687.

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## **OCCUPANTS CHEMICAL NOTICE**

GT INSPECTS INC. will be using the following pesticide chemical(s) specified below for the control of wood destroying pests or organisms in the locations identified in our Structural Pest Control Report as indicated above.

**The pests or wood destroying organism to be controlled:**

- ☒ Fungus and Dry Rot
- ☒ Powder Post Beetles (anobiidae)
- ☐ Carpenter Ants (Camponotus)
- ☒ Subterranean Termites (Reticulitermes)
- ☐ Drywood Termites (Kaloterms)
- ☐ Dampwood Termites (Coutermopsis)

**The Pesticide(s) proposed to be used in performing our services and active ingredient(s):**

- ☐ COPPER NAPHTHENATE (Copper Green) active ingredient: Copper Naphthenate
- ☐ DURSBN T.C. - active ingredient: Chlorpyrifos
- ☒ PREMISE 75 - active ingredient: Imidacloprid
- ☒ TIM-BOR - active ingredient: Disodium Octabroate Terahydrate
- ☐ VIKANE - active ingredient: Sulfury Flouride (CHLOROPICRIN - WARNING AGENT)
- ☐ METHYL BROMIDE - active ingredient: Methyl Bromide

**STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION: CAUTION- PESTICIDES ARE TOXIC CHEMICALS:**

Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Food and Agriculture and the United States Environmental Protection Agency. Registration is granted when the State finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

"If within 24 hours following the application you experience symptoms similar to common seasonal illness comparable to the flu or symptoms including, headaches, dizziness, nausea, diarrhea, tearing, coughing, nose or throat irritation, allergic type reactions, or develop a shortness of breath, double vision, unusual drowsiness, weakness, or tremors you should contact your physician or the Poison Control Center **IMMEDIATELY The Poison Control Center PH # is 1- 800-222-1222** Then Contact GT INSPECTS INC. 510-530-0687 or .

FOR FURTHER INFORMATION, CONTACT ANY OF THE FOLLOWING:

FOR HEALTH QUESTIONS - CALL YOUR COUNTY HEALTH DEPARTMENT (See list below).

FOR APPLICATION INFORMATION - CONTACT THE COUNTY AGRICULTURE COMMISSIONER (See list below).

County	Health Dept.	Agg. Commission	County	Health Dept.	Agg. Commission
ALAMEDA	510-567-6700	510-670-5232	CONTRA COSTA	925-692-2500	925-427-8610

**Regulatory Information:**

Structural Pest Control Board

2005 Evergreen St Suite 1500, Sacramento, CA 95815

(916) 561-8700 [www.pestboard.ca.gov](http://www.pestboard.ca.gov)

YOUR PEST CONTROL OPERATOR is GT Inspects Inc. 1-510-530-0687

Persons with respiratory or allergic conditions, or others that may be concerned about their health relative to this chemical treatment should contact their physician concerning occupancy during and after chemical treatment prior to signing this notice. By signing the authorization below it means you have received a copy of this notice and understand it.



Termite Control BOOK ONLINE @ [www.GTInspects.com](http://www.GTInspects.com) or Ph 510-530-0687

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## AUTHORIZATION AGREEMENT

### PAGE 1 of 2

All prices quoted are subject to review after 30 days and are not binding after 30 days. The individual price quotes are subject to change if all the Section I items are not authorized. Our minimum job is \$450.00

**PLEASE READ THE ENTIRE WOOD DESTROYING ORGANISM REPORT AND AUTHORIZATION AGREEMENT BEFORE SIGNING. THE WOOD DESTROYING ORGANISM REPORT IS PART OF THIS AUTHORIZATION AGREEMENT AND CONTAINS INFORMATION REGARDING THE RESPONSIBILITIES OF THE HOMEOWNER OR PERSON SIGNING THE CONTRACT AND GT INSPECTS INC. THE WOOD DESTROYING ORGANISM REPORT CONTAINS OUR WARRANTY INFORMATION.**

Note: It is the owner's responsibility to supply and make available 110V electrical power and water at his cost for the completion of said work. GT Inspects Inc. will use reasonable care not to damage plants or landscaping. Owner may wish to transplant or remove any plants in the vicinity of the areas where work is to be performed.

All disturbed surfaces either interior or exterior, unless otherwise stated in the Wood Destroying Organism Report will be prime painted only (one coat white primer) and no finish painting, staining, or wallpapering is included.

If while completing proposed work, defective conditions are found or additional work beyond that specified in this proposal is required by a city or county building inspector will be executed only on written orders and will become an extra charge over an above the proposal. If the work proposed amounts to more than \$1,000.00 dollars installation of smoke detectors and Co2 Dectors are required by the building departments. In signing of this proposal, GT Inspects Inc. is guaranteed that the required smoke/Co2 detectors will be installed by the owner at his cost prior to the completion of our work.

Terms under this contract are net cash upon completion of work unless otherwise stated. Payment is to be made to GT Inspects Inc. upon demand once work is completed and invoiced. There is a 11/2% service charge per month on overdue accounts.

#### ARBITRATION

***Both Parties to this contract agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.***

To cancel this contract, it must be done in writing. You will be responsible for building permits purchased and or any other expenses incurred by GT Inspects Inc. prior to date of cancellation, plus 10% of the contract amount.

By executing this work authorization contract and requesting GT Inspects Inc. To proceed with the structural repairs and treatments as authorized by signing this authorization agreement. You release GT Inspects Inc. from any and all liability for any damage or injury of any kind what so ever( including but not limited to any consequential damage) which is claimed to arise from the dispersal of mold, mold spores, Asbestos, Asbestos fibers or Lead or lead dust resulting from the performance of the structural repairs referred to in the termite report for the recommended structural repairs or chemical applications as authorized by you signing this authorization agreement.

**NOTICE TO OWNER:** Under California Mechanics Lien Law any contractor who contracts to do work for you, including any subcontractor, laborer, supplier or any 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 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." Contractors and laborers for wages do not have to provide such notice. A preliminary notice is not a lien against your property. Its purpose is to notify you of the persons who may have a right to file a lien against your property if they are not paid.

#### PLEASE RETURN BOTH PAGES OF THE AUTHORIZATION AGREEMENT BY EITHER:

Mailing to: GT Inspects Inc 4820 MacArthur Blvd. Oakland CA 94619

Emailing to: [Office@GTInspects.com](mailto:Office@GTInspects.com)

Faxing to: 510-743-4259

If you are not authorizing all the Section I work to be performed above please circle the items you want performed and initial. Cross out all Section I items not to be performed. The permits fees will be adjusted by GT Inspects Inc. if all items are not going to be performed. There is no permit fees for chemical applications.

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[illegible]

<b>OWNER / OR PERSON AUTHORIZING THE CONTRACT / AUTHORIZATION AGREEMENT</b>	
<b>Signature</b>	<b>Date</b>
<b>Print Name</b>	
<b>Wk Ph#</b>	<b>Cell Ph#</b>
<b>Hm Ph#</b>	<b>Email</b>
<b>Additional Information / Notes:</b>	

**Please Sign and fill out the contact info above including ph# and email addresses**



4820 MacArthur Blvd.

Oakland CA 94619

Book an inspection online @ [www.GTInspects.com](http://www.GTInspects.com)

Phone: 510-530-0687

Fax: 510-743-4259

# INVOICE

## SOLD TO:

Dan McLoughlin c/o  
Christian Thede  
Northbrae Properties  
1600 Hopkins Street  
Berkeley, CA 94707-2713

INVOICE NUMBER G219755-Spruce,1314

INVOICE DATE August 5, 2019

DESCRIPTION	PRICE	AMOUNT
Inspection Fee at 1314 Spruce Street Berkeley, CA 94709	\$350.00	\$350.00
<b>PAYMENTS:</b> 8/9/2019 Paid by credit card Northbrae Properties	(\$350.00)	(\$350.00)
SUBTOTAL		\$350.00
TAX		\$0.00
TOTAL		\$350.00
BALANCE DUE		\$0.00

THANK YOU FOR YOUR BUSINESS!





# Inspection Report

Inspection Date:  
**8/5/2019**

Prepared For:  
**Dan McLoughlin**

Prepared By:  
**JMC Building Inspections**  
1410 Alcatraz Avenue  
Berkeley, CA 94702  
Tel: (510) 525-7173

Report Number:  
**J0803**

Agent Information:  
**Christian Thede**  
Northbrae Properties  
1600 Hopkins Street  
Berkeley, CA 94707

Inspected By:  
**Lee Parsons**  
ASHI Inspector #252867  
Cell: (510) 701-6153

Inspection Address:

**1314 Spruce St  
Berkeley, CA**



**RECEIVED AND READ  
DATE \_\_\_\_\_**

51BE9BE0A0E84B1

*Daniel McLoughlin*

DocuSigned By: Daniel McLoughlin

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# Introduction

## DESCRIPTION

---

Weather:	• Overcast
Temperature at Start:	• 60 - 70° F
Property Orientation:	• Front of the building faces the street
Property Age:	• 1904, from public information
Property Type:	• Single family
Attendance:	• Agent, Structural pest inspector, Painters

## OBSERVATIONS & RECOMMENDATIONS

---

### IMPORTANT NOTICE

We performed this inspection for the exclusive use of the client(s) named in this report. If anyone other than our client(s) for this inspection reads this report, we wish to emphasize that by contract, **our sole responsibility is to our client(s) and no third party may rely on this report** for any purpose. If anyone else wishes to obtain current information on the condition of this property, we can perform, for a fee, a follow-up inspection on their behalf. This report is only valid for six months after the inspection date. After that date, the property should be re-inspected.

### Listing Inspections

This report may be used as a pre-listing inspection report. We strongly recommend for interested parties to retain JMC Building Inspections, or another qualified inspection company, to provide either a walkthrough review, or another complete inspection, to more fully understand the findings, and to avoid any possible misinterpretation of the comments included in this report or the inspector's findings. This report represents conditions observed *at the time of the inspection only*, and conditions may have changed since that time.

### Evidence of a Remodel or Addition

It appeared that parts of the property were remodeled and/or the building were extended by the construction of an addition, subsequent to original construction. Confirmation should be obtained from the owner, or in their absence the local building department, that all necessary permits for appropriate construction and/or remodeling were secured, appropriate inspections were performed and all requisite final signatures have been obtained.

### A Special Invitation When Our Clients Are Not Present At Their Inspection

We always encourage our clients to join us for their inspection. For those who are able to do so always enjoy many benefits when they are present that they would otherwise miss if they are unable to attend. Since you were unable to attend, we encourage you to read through this inspection report carefully, then please do not hesitate to call us at (510) 525-7173 with any questions which you may have. It is of utmost importance that you thoroughly understand the findings that we have presented in your report. Thank you for selecting us for your inspection services. We are available by telephone at any time that you have further questions.

### Location/Direction Conventions Used In This Report

The "right side" or "left side" of a building are assigned as if we were standing at the street and were looking towards the front of the building. Locations will be described as "left" or "right", "front" or "rear", and "right front". (For example, "left front" would be the left side, toward the front). Floor levels are referenced from the main entrance, which is the main level. Below the main level is the basement / lower level, and the floor above is the upper level.

### Comments in Blue with Symbol

Some of the report comments are in blue and have an exclamation mark icon, which is our way of highlighting comments that are also in the Primary Recommendations section at end of this report. To learn about the purpose and scope of the Primary Recommendations section, please see that section.

### Photographs In This Report

The photos included in this report are for illustrative purposes only. Not every condition or observation will have an associated photo. There is no relationship between the presence or absence of a photograph and the relative importance of, or quantity of, each condition represented. Significant findings may or may not include an accompanying photo.



**Report a Snapshot in Time**

As with any inspection of this nature, the conditions described in this report are only a snapshot in time. Conditions will most certainly have changed since the date of inspection, and will continue to change as the property and its components age. Changes in occupancy and the behavior of residents can also change or affect conditions in and around the property. We do not offer a guarantee or warranty as to the performance of this property in the future.

**Definition of "Acceptable"**

When an item in this report is noted as being in "acceptable" condition, we mean that it was providing generally adequate service within the limits of its age - and any defects, deficiencies or potential problems noted during the inspection.

**Permits Required for Most Improvements**

When contractors are hired to perform work, we strongly recommend getting permits as required by the authority having jurisdiction. While getting permits is not a guarantee of quality workmanship, the inspection process can reveal issues while they can still be fixed. To determine which projects may require a permit, we recommend consulting with the local building department.

**Not a Code Inspection**

The presence or extent of building code violations was not the subject of this inspection, nor was it included in the report. No warranty is offered on the legal use, or uses of the property. Information with regard to these issues may be available from the appropriate building department and/or zoning agency.

**Environmental Issues Excluded**

Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible or corrosive contaminants, wildfire, geologic or flood hazards are specifically excluded from this inspection and report.

**We Evaluate for Function, Operability, and Condition**

The purpose of this inspection is to evaluate the property for function, operability and condition of systems and components. Its purpose is not to list or attempt to address cosmetic flaws. It is assumed that the client will be the final judge of aesthetic issues as the inspector's tastes and values will always be different from those of the client.

**Public Records**

Important information about this property may be a matter of public record. However, search of public records is not within the scope of this inspection. We recommend interested parties thoroughly review all appropriate public records and disclosures.

**Not a Pest Inspection**

Any observations made in this report regarding evidence of pests or wood destroying organisms, are not a substitute for inspection by a licensed structural pest inspector or exterminator. Your inspector may only report on a portion of the currently visible conditions and cannot render an opinion regarding their cause or remediation.

**Energy Conservation Information**

Consumer-related questions regarding energy conservation, and programs available to assist owners in financing energy conservation projects, can be obtained by contacting the gas and electric service provider or Energy Upgrade CA: <https://www.energyupgradeca.org>

# Structure

## DESCRIPTION

Foundation Types:	<div>• Perimeter wall with crawl space, basement, &amp; grade level slab • Post and pier</div>
Foundation Materials:	<div>• Concrete • Concrete masonry units (CMU)</div>
Floor Structure:	<div>• Wood joists with diagonal wood plank subfloor</div>
Interior Supports:	<div>• Intermediate support walls</div>
Wall Structure:	<div>• Wood stud</div>
Roof & Ceiling Structure:	<div>• Wood joist &amp; rafter with plywood over skip sheathing</div>
Crawl Space Access:	<div>• Basement</div>
Crawl Space Inspection:	<div>• Accessible areas entered and inspected</div>
Attic Access:	<div>• Ceiling hatch - bathroom</div>
Attic Inspection:	<div>• From the access opening</div>

## OBSERVATIONS & RECOMMENDATIONS

### 1.0 Foundation Overview

The majority of the foundation appeared to be a modern, steel-reinforced replacement for the original foundation. A determination as to the design or extent of steel reinforcing is beyond the scope of this inspection. We recommend obtaining all available documentation; which should include: the date of construction, the contractor's name, a description of the scope of work, available plans and permits, and any guarantees or warranties from the contractor.



Replaced foundation, right side



Replaced foundation, front

The foundation supporting the front porch (and bedroom above) and a short section of the foundation at the left side toward the rear was outdated by modern standards. Older foundations typically were not steel reinforced and did not have footings that extended very far into the soil. Foundations of this type are typically more susceptible to cracking, settlement, and deterioration from moisture entry, and earthquake damage. For information as to the structural adequacy of building foundations, a licensed structural engineer should be consulted.



Old foundation, left rear



- ! The second story of the building at the left rear appeared to be primarily supported by single a post and pier. This type of support structure does not have a perimeter foundation or cripple walls, and will be prone to failure when stressed by the lateral forces of a large earthquake. We recommend consultation with a licensed structural engineer for advice and design options, followed by repairs or modifications as necessary by a licensed contractor to ensure a safe and durable structure.



Post &amp; pier support

### 1.1 Foundation Condition

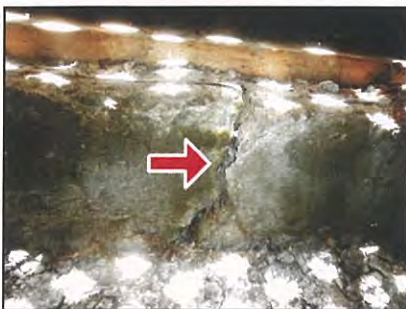
The visible areas of the foundation were in acceptable condition. No abnormal cracks or deterioration were observed, except as noted. Hairline and/or small cracks, within normal tolerances, were observed. This type of cracking is often a result of shrinkage of the concrete during curing, and/or minor settlement, and usually does not affect the strength of the foundation. Periodic monitoring of foundation cracks is recommended to determine if they are expanding or shifting over time.

Hairline and/or small cracks, within normal tolerances, were observed in several areas. This type of cracking is often a result of shrinkage of the concrete during curing, and/or minor settlement, and usually does not affect the strength of the foundation. Periodic monitoring of foundation cracks is recommended to determine if they are expanding or shifting over time.



Small foundation crack, right side

- ! There were a few issues concerning the structure of the front porch and the room above it. A moderate crack and deteriorated concrete were observed in the foundation below the front porch. The columns supporting part of the bedroom above the porch are weak seismically and may fail in an earthquake. Also, the floor was sloped in the bedroom over the front porch, indicating structural settlement and movement in this area. Given the evidence of movement, and that this is potentially a weak area of the structure seismically, we recommend evaluation by a licensed structural engineer and repairs performed as necessary by a licensed contractor.



Cracked porch foundation



Potentially weak supports



Sloped floor in interior

### 1.2 Cripple Walls



The visible portions of the cripple walls were in acceptable condition.

### 1.3 Floor Structure

In the areas where the floor framing was visible, it was in acceptable condition. It should be noted that the floor framing at the right rear addition was concealed by finished materials in the basement and was therefore not visible to inspection.

### 1.4 Seismic

The visible portions of the mudsill were anchored to the foundation with bolts or similar hardware.

Some of the bolt washers (or bearing plates) did not meet the latest seismic standards. New standards typically require 1/4" thick, 3" x 3" square bearing plates. It may be possible to remove the existing nuts and install the new bearing plates to provide a more secure connection, but where the nuts are rusted, new anchors should be installed.



Outdated anchor, no bearing plate



Anchor with bearing plate

“Universal Foundation Plate” type hardware has been installed at the front. This type of hardware serves the same function as conventional anchor bolts and are typically used in areas of limited clearance.

Angle irons were installed as a part of the seismic upgrading at the right side of the crawlspace, toward the front. Many engineers believe that angle irons may cause more harm than good, and a FEMA publication (547) advises against the use of steel angles because they can cause the floor joists to split. We recommend further evaluation by a licensed structural engineer to determine what modifications are necessary.



Angle irons



Loose nuts at angle irons

Bracing panels were retrofitted in the walls in the underfloor area to help resist lateral movement. The work was typical of seismic upgrades of this type, however no comment is made regarding the design or engineering involved.

Only a partial installation of shear transfer ties was observed. Typically, the same amount of hardware is applied to all aspects (sides) of the building. We recommend the installation of additional shear transfer during seismic upgrading.

The visible hold-downs were in acceptable condition, however no comment is made regarding the design or engineering involved.

Significant seismic upgrades were installed on the substructure of this building. However, portions of the retrofit were in need of repair or correction. We recommend a licensed contractor, possibly in conjunction with a licensed structural engineer to examine the retrofit and repairs as necessary to prevent damage in a large earthquake.

### 1.5 Moisture



The crawl space soil was damp at the front of the crawl space. We recommend review of provisions for exterior moisture management such as downspout extensions, swales, redirecting landscape watering patterns and even installation of underground drainage systems, if appropriate.



Damp crawlspace at front

Mineral deposits were observed on the crawl space soil. When water saturates soil for an extended period, it can leave a mineral residue on the surface. We recommend review of provisions for exterior moisture management such as downspout extensions, swales, redirecting landscape watering patterns and even installation of underground drainage systems, as appropriate.

The basement floor was at or below the exterior grade level. This configuration is prone to water entry and subsequent damage. No water penetration was observed at the time of this inspection; however we recommend diligent monitoring of the basement and upgrading the exterior drainage if moisture entry is detected.

We observed signs that a water drainage system was installed behind a basement retaining wall, but it was buried and could not be viewed. Drainage systems are typically installed with perforated pipe flowing continuously down to a point of discharge. Designs and materials vary widely, making it impossible to evaluate the integrity of the system. For more information and testing, a contractor specializing in drainage systems should be consulted.



Drainage cleanout



Drainage likely below gravel

Although access to the slab was limited because of the presence of finished flooring at the right rear of the basement, we found no visible evidence of seepage or other moisture related conditions.

## 1.6 Sump Pumps

We observed an abandoned sump pump in the basement. The pump was likely taken out of service when drainage behind the basement retaining wall had been installed, but we recommend consultation with the owner for more information.

## 1.7 Basement / Crawl Space Misc

Moderate cracks were observed in the basement bench wall (left retaining wall). The cracking could worsen over time, and we recommend the installation of crack monitoring devices, and if ongoing movement is observed, further evaluation by a structural engineer.



Cracks in basement wall

### 1.8 Wall Structure

The wall structure, adjacent to the finished areas of the building, was not visible; however symptoms of non-performance were not observed.

### 1.9 Attic

The attic access was located in the bathroom ceiling, and excess moisture from bathing can enter the attic through the access hatch. We recommend weatherstripping or relocating the access hatch to prevent excess moisture from entering the attic, which can lead to moisture related damage.

Rodent droppings were observed in the attic and in the attic insulation. We could not determine if the rodents were active or the extent of the activity, and we recommend hiring a pest control company for cleanup and sealing of the entry points.

### 1.10 Roof Structure

Where visible, the original roof framing was in acceptable condition. It should be noted that the rafters, which are the members that support the roof sheathing, did not conform to present standards and may be susceptible to sagging and cracking when stressed.

A post had been installed to support a cracked rafter at the left side of the attic. A determination as to the adequacy of this repair is beyond the scope of this inspection. For more information, a licensed contractor should be consulted.



Post supporting cracked rafter



Crack at knot in rafter

Water stains were observed in the attic, but it could not be determined if these leaks were still active. We recommend periodic monitoring, followed by corrective action taken if problems are observed. For more information, a licensed roofer should be consulted.

### 1.11 Structure - General

Most areas of the visible structural elements were in generally acceptable condition for a building of this age and type of construction. However, some instances of potentially significant structural conditions were observed. A licensed contractor, in conjunction with a licensed structural engineer, should examine those portions of the structure specified as deficient in this report to ensure that the entire structure is safe and durable.

Extensive alterations to the structure have been performed. Please consult with the project architects and/or engineers to verify all work was performed in substantial conformance with their plans and specifications; the building department should be consulted to verify all work was permitted and inspected; and consult with any developer, general contractor, or key subcontractors to verify the nature of warranties in effect.

**Note:** Key subcontractors include, but may not be limited to, those that installed the foundations, framing, roofing, windows and doors, exterior siding and related waterproofing, electrical system, plumbing, and heating system. Warranties and responsibility for



latent and patent defects for residential construction are controlled in part by state law. For information in this regard, please consult legal counsel specializing in construction law. We are not qualified to render legal opinions.

Pest inspection tags were observed in the crawl space. We recommend reviewing all available pest reports to better understand the history and condition of the building.

## LIMITATIONS / ADDITIONAL INFO

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### Foundation and Framing Covered By Finished Surfaces

The foundation, mudsill, and adjacent framing were not visible at the rear right addition, as they were covered by finished surfaces. Therefore defects could be concealed behind the finished surfaces. If more information is desired regarding the structural elements, we recommend removal of interior finishes to make them temporarily accessible.

### Additional Crawl Space Information

The accessible areas of the crawl space were entered for a closer examination. Crawl space conditions can vary between seasons, for example dry crawl space during the summer can get very wet in the winter, and vice versa. The observations in this report are only a snapshot in time and there are many factors that can alter the amount of crawl space moisture; including: exterior drainage, landscaping, neighboring properties, underground streams, etc.

### Evaluation Based On Symptoms

Most of the time, many, if not all, structural components are inaccessible. Thus, our evaluation is based only on our observations of symptoms of movement, damage, and deterioration. If there are no visible symptoms, conditions requiring repair may go undetected. We make no comment on the internal conditions of soils, foundations and framing, except as reflected in their performance.

### Foundation Cracking

Cracking is common in concrete or masonry foundations. Minor cracks caused by shrinkage or settling can be found in even relatively new foundations. Moderate or larger cracks may indicate ongoing settling or movement and the eventual need for foundation repair. There is no way to determine if a crack will grow in size or if new cracks will form. Most large cracks were once small. Crack monitoring devices, available online, are a good way to accurately monitor foundation cracking over time.

### Information on Seismic Strengthening

For more information about methods to seismically strengthen a building, we recommend consulting the Association of Bay Area Governments (ABAG) website: <http://quake.abag.ca.gov/residents/steps>. For standard retrofitting details, review "Plan Set A": <http://quake.abag.ca.gov/wp-content/documents/Plan-Set-A.pdf>

# Exterior

## DESCRIPTION

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<b>Lot Topography:</b>	• Gently sloping
<b>Slope Orientation:</b>	• To the rear
<b>Vehicle Pavement:</b>	• Pavers
<b>Walking Surfaces:</b>	• Concrete • Paver • Gravel
<b>Retaining Wall Materials:</b>	• Wood • Masonry
<b>Siding Materials:</b>	• Wood shingles
<b>Door Materials:</b>	• Wood
<b>Window Materials:</b>	• Wood • Vinyl • Painted metal

## OBSERVATIONS & RECOMMENDATIONS

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### 2.0 Site, Grading, and Drainage

The building was constructed on, or adjacent to a hillside. Information about soil stability and potential movement may be available from a natural hazards report, or a geotechnical engineer who is familiar with conditions in this area. A licensed geotechnical engineer should be consulted, for specific information on the characteristics and performance of this particular site.

The grading sloped toward the foundation at the front. This condition promotes water accumulation at the building, which could result in deterioration of the foundation and water penetration under the building. If water penetration is observed, we recommend a licensed contractor, specializing in drainage systems should be consulted for advice, repair options, and cost estimates.

A drainage system was present, but most of the system was below grade and could not be viewed. We recommend consulting with the owner to learn more about the drainage system design and function.

Some of the drainage piping connections at the right side were loose and may be vulnerable to coming apart. We recommend review and repairs as necessary by a licensed contractor to ensure proper function of the drainage system.

Some of the drainage system utilized flexible corrugated drainage piping. This material is easy to install, but is difficult to clean out and is prone to losing adequate slope due to its flexibility. Care should be taken to keep debris out of this type of drainage system and it should be tested periodically to ensure the system is still functional.

We observed some, but possibly not all, of the intake and discharge points for the drainage system. The property owner should identify and flag them for future reference.

The majority of the downspouts terminated in subsurface drain lines or extensions.

### 2.1 Driveway / Parking

The driveway pavement was in acceptable condition.

### 2.2 Walking Surfaces

Trip hazards were observed in the public sidewalk adjacent to this building. In most jurisdictions, sidewalk maintenance is the responsibility of the property owner. We recommend removal of all trip hazards for improved safety and to reduce the potential for personal injury.

The walkways were in acceptable condition.

### 2.3 Exterior Covers

The rear patio cover was in acceptable condition.

### 2.4 Retaining Walls

A low wood retaining wall at the backyard was damaged by wood destroying organisms and may not perform as intended. We recommend review and repairs as necessary by a licensed contractor.

### 2.5 Grounds

Large trees were observed on or immediately adjacent to the property that could damage the building if they fall over, or if large branches should separate from the trunk. Evaluation of the stability and condition of these trees is beyond the scope of this inspection. We recommend periodic advice and services of an experienced arborist for evaluation.

## 2.6 Wood Siding

The wood shingle siding was in acceptable condition.

## 2.7 Siding - General

Soil was contacting the siding at the front. The siding and adjacent structure will be prone to moisture related damage. As prudent preventative maintenance, we recommend eliminating all soil/siding contact. Care should be taken to not create a trough that will collect water near the foundation.

## 2.8 Eaves and Soffits

The eaves/soffits appeared to be in acceptable condition. It should be noted, however, that due to their height above the ground they were not accessible to close inspection and unseen deficiencies could exist.

## 2.9 Paint and Stain

The exterior finishes were generally in acceptable condition. Keep in mind that paints and stains will deteriorate from sun and weather exposure over time. The condition of the exterior finishes should be periodically monitored and recoated to prevent unnecessary damage to the underlying surfaces.

Painting of the exterior trim was in progress at the time of the inspection. We recommend contacting the contractor of record to determine the extent of any warranties or guaranties that may be available.

## 2.10 Doors, Windows, and Glazing

The front entry door and the rear door at the lower deck rubbed on their frames and/or dragged on their thresholds, a condition that interfered with their operation. We recommend re-alignment of the doors and frames in a "tune up" performed by a licensed contractor to restore the proper operation of the doors.

The exterior aspects of the windows were in acceptable condition for their age. It should be noted, however, that several of the wood window sashes appeared to have been patched or filled and then repainted. We recommend monitoring the windows for evidence of damage.

We could not confirm that the glass in several exterior doors or large windows was safety glass. An etched emblem in the corner of each pane will usually identify safety glass, but no such emblem was found. We recommend the installation of safety glass (or safety film) by a licensed contractor to prevent injury to occupants from broken glass shards.

## 2.11 Decks, Porches, and Balconies

The surface of the front porch was masonry over wood framing. No water staining or damage was observed on the wood framing below. It should be noted that the masonry surface of the porch was landscape pavers, which are loose-set without mortar and will allow water to drain between them. However, the porch is protected by a roof and we were informed by the owner that a water proof underlayment had been installed below the pavers to protect the wood framing below; we recommend consultation with the owner and referral to any construction documents available. We also recommend diligently monitoring the structure below the porch for evidence of water intrusion and damage as this type of structure can be vulnerable to such damage and can be expensive to repair.

The decking installed on the lower rear roof was worn and weathered, but it was in generally serviceable condition. The deck would benefit from routine preventive maintenance in the near future.

Some of the hardware was corroded on the rear deck and stairs. Often, premature corrosion of hardware can be caused by the use of incompatible metals on pressure treated lumber. Over time, further corrosion will make the structure unsafe. We recommend further evaluation by a licensed contractor (who is familiar with deck construction standards) and repairs as necessary to ensure a safe and durable structure.





Corroding deck/stair hardware

Lateral load connectors (AKA tension ties) were not installed to secure the lower rear deck framing to the building structure. The effects of wind, seismic forces, and even human movement can cause a deck to pull off a building. We recommend the installation of tension ties as necessary by a licensed contractor. For more information, please see: <https://embed.widencdn.net/pdf/plus/ssttoolbox/nfbhma2llk/T-C-DECKLAT19.pdf?u=cjmyin>

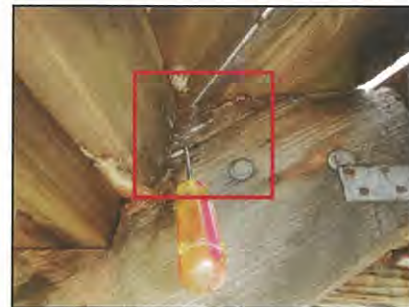
Non-structural screws were used to secure some the rear deck connecting hardware, which is substandard as non-structural screws are brittle and can snap when stressed. All improperly installed hardware should be reinstalled by a licensed contractor in strict accordance with the hardware manufacturer's specifications.

Flashings were not installed to protect the rear deck ledger. A ledger is a critical structural element for a deck, and without flashing to direct water away, it will be prone to water damage. All ledger boards should be properly flashed to reduce the potential for water entry and subsequent damage. We recommend review and repairs as necessary by a licensed contractor.

## 2.12 Stairs and Railings

We were informed by the agent that the stairs to the front porch were solid concrete and recently built. We recommend consultation with the agent and/or owner and the installing contractor to determine what type of warranties or guaranties may be transferable. We also recommend obtaining copies of any available construction documents.

The wood stairs at the rear were damaged from apparent wood destroying organisms. Further deterioration may make them unsafe to use and we recommend repairs as necessary by a licensed contractor. If a current pest report is not available, we recommend having the property inspected by a licensed structural pest inspector for more information.



Damage to rear deck stairs

The height of the guardrail at the front porch did not meet current standards, creating a potential fall hazard. As an upgrade, the height of the guardrail could be raised or new railings of the proper height could be installed to minimize the fall potential.



The railings at the rear deck stairs were loose and not sturdy and may fail when stressed, posing a safety hazard. We recommend review and repairs as necessary by a licensed contractor.

The railings at the rear deck and stairs were hazardous as the gaps in them were wide enough to allow small children to fall through. We recommend immediate modification of all railings by a licensed contractor to bring them in conformance with current standards and local requirements to minimize safety hazards.

**Note:** Current standards prohibit guardrail openings of 4 inches or larger. Stairway guardrails prohibit openings of 4 3/8 inches or larger. The triangular area formed by the bottom of the guardrail, the tread, and the riser must not allow passage of a 6 inch sphere. A guardrail height is required to be 42 inches and between 34-38 inches at stairways.

The hand rail at the rear deck stairway was not “graspable”, and therefore may not be effective in stopping a fall. To reduce the potential for personal injury, the railing should be modified or replaced by a licensed contractor. In some situations, an additional handrail can be installed if modification to the existing railing is not practical.

The railings at the roof deck were worn, and joints were coming apart. We recommend repair and refinishing or re-sealing the railings to extend their serviceable life.

## **LIMITATIONS / ADDITIONAL INFO**

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### **Painting in Progress**

The exterior was being painted at the time of the inspection. The equipment and masking obstructed some areas, and therefore limited the scope of this inspection. The exterior elements should be reviewed once this work is complete, as hidden damage or defects may exist.

### **Fencing Not Inspected**

The fences and gates were not inspected and are not included in this report. Fences at the perimeter of the lot typically approximate the property lines, but only a licensed surveyor can verify their exact location.

### **Drainage Information**

A drainage system should be designed to collect and divert roof runoff, other surface water, and subsurface water. It is typically installed in solid and perforated pipe and flows continuously downhill to a point of discharge. Designs and materials for these systems vary widely, making it impossible to evaluate the integrity of the system with any certainty. For more information and testing of the drainage system, a contractor specializing in drainage systems should be consulted.

### **Please See Interior Section**

For information about the interior aspects of the windows, please see the Interior section.

### **Screens Not Inspected**

The door and windows screens were not inspected; as such a task was beyond the scope of this inspection. We recommend reviewing the screens to ensure they will function as desired.

### **Rekeying Exterior Doors**

Exterior door locks should be rekeyed after transfer of ownership to ensure personal safety and security.

### **Safety Glass Labeling**

All safety glass should be labeled using either an etching or ceramic-blasting method to produce a permanent emblem in the surface of the glass that must remain visible after it has been installed. During our inspection, we will look for the emblem as evidence that the glass is, indeed, safety glass. However, current standards do allow for installation of safety glass that does not display the specified emblem, under certain circumstances.



# Roofing

## DESCRIPTION

<b>Primary Roofing Materials:</b>	<ul style="list-style-type: none"><li>• Asphalt composition shingles (3-tab)</li></ul>
<b>Estimated Age:</b>	<ul style="list-style-type: none"><li>• 25-30 years</li></ul>
<b>Visible Layers:</b>	<ul style="list-style-type: none"><li>• 1 layer</li></ul>
<b>Secondary Roofing Materials:</b>	<ul style="list-style-type: none"><li>• Modified bitumen with mineral coating</li></ul>
<b>Estimated Age:</b>	<ul style="list-style-type: none"><li>• 20+ years</li></ul>
<b>Roof Slope:</b>	<ul style="list-style-type: none"><li>• Steep</li></ul>
<b>Roof Inspection Methods:</b>	<ul style="list-style-type: none"><li>• From the climbable valleys &amp; ridges</li></ul>
<b>Flashings:</b>	<ul style="list-style-type: none"><li>• Sheet metal • Mastic/Sealant • Foil tape</li></ul>
<b>Valley Types:</b>	<ul style="list-style-type: none"><li>• Shingles woven full lap</li></ul>
<b>Roof Drainage:</b>	<ul style="list-style-type: none"><li>• Metal gutters</li></ul>

## OBSERVATIONS & RECOMMENDATIONS

### 3.0 Asphalt Composition Shingle Roofing

Asphalt composition roofing shingles were loose or missing at the left side. These areas will be prone to water entry and damage and we recommend review and repairs as necessary by a licensed roofing contractor.



Worn, missing shingles

Several roofing shingles had extensive granule loss, which could indicate a manufacturing defect. The granule loss can greatly diminish the life span of the shingles. We recommend repair, as necessary, by a licensed roofing contractor.



Extensive granule loss

Roofing nails or other fasteners were exposed and were susceptible to leakage at the left side. We recommend exposed fastener heads be properly sealed or replaced with neoprene washer fasteners for better durability. The need for periodic sealing or maintenance should be anticipated.





Exposed nails

The asphalt composition shingle roofing was generally worn from exposure and was nearing the end of its expected service life. Even with routine maintenance, the need for replacement should be expected within the next few years and we recommend budgeting for this expense.

### 3.1 Modified Bitumen Roofing

Modified bitumen roofing was installed below the wood decking at the rear roof deck. The roofing materials were largely not visible to inspection due to the decking and the debris on the roofing below the decking. We recommend clearing the roofing of the debris to allow for a thorough inspection by a licensed roofing contractor, as damage or other deficiencies may be present.



Decking on roof



Roofing below deck



### 3.2 Flashings

Mastic or sealant was used to seal some of the roof flashings, which will, by its nature, crack with age. We recommend diligent maintenance by a licensed roofing contractor in the course of routine roofing maintenance.

Some of the roof flashings were rusted. Significantly rusted flashings should be replaced while painting may be appropriate for the flashings in better condition. We recommend review and repairs as necessary by a licensed roofing contractor.

Fasteners were driven through the roof flashings or the roofing, and these penetrations were susceptible to leakage. We recommend sealing or replacing these fasteners with neoprene washer fasteners for better durability. The need for periodic sealing or maintenance should be anticipated.

The mastic or sealant used to seal some of the roof penetration flashings was cracked or missing. We recommend review and repairs as necessary by a licensed roofing contractor. The need for ongoing maintenance should be anticipated.



Deteriorated vent seal



A cricket flashing was not installed on the uphill side of the chimney. This configuration can lead to collection of debris, deterioration, and leaks. This area should be cleaned and monitored regularly to help prevent damage. We recommend the installation of a chimney cricket when the roof is replaced.

The modified bitumen roofing at the rear roof deck was adhered directly to the metal flashings, a method that will be prone to water entry. Because it is difficult to properly adhere membrane roofing to metal flashings, most manufacturers recommend "sandwiching" the flashing between two roofing layers to ensure a water tight and durable seal. We recommend diligent maintenance, or as an upgrade, reinstallation of the flashings by a licensed roofing contractor in accordance with the roofing manufacturer's installation instructions.

### 3.3 Roof Drainage


A significant amount of granules eroded from the shingles and had silted up in the gutters. The debris should be removed to ensure proper drainage, and then the gutters should be kept clear to reduce the potential for backups and subsequent water penetration into the building, which could result in damage to exterior and interior building elements and finishes. The condition of the gutters can be better evaluated after the debris has been removed.

A downspout section and elbow were missing at the left side. The water coming from the roof will splash and could damage exterior siding and finishes. We recommend replacement of the missing downspout by a licensed roofing or gutter contractor to properly direct water away from the building.

### 3.4 Roof Ventilation

The attic was only minimally ventilated. We recommend the installation of additional ventilation when the roof is replaced. Until then, this condition should be monitored to see how it affects the building to determine when additional venting should be installed.

### 3.5 Roofing - General

 The asphalt composition shingle roofing was in need of repairs and was near the end of its expected service life. It will likely be more cost effective to replace the roof given its age and condition. We recommend the advice and services of several licensed roofing contractors to review options and cost estimates.

The condition of the modified bitumen roofing at the rear could not be determined, because it was covered by a wood deck and could not be observed. We recommend periodic removal of the decking to inspect the roof as a roof leak in this area would enter the living areas below.

## LIMITATIONS / ADDITIONAL INFO

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### Steep Roofing Not Walked

Portions of the roof were too steep to walk safely. The comments in this report are therefore based upon limited visual observations.

### Cannot Guarantee Leak-free Roof

Our comments do not constitute a warranty that the roof is free of leaks, or will remain free of leaks.

### Benefits of Cleaning Roof Drainage

The roof drainage system should be monitored on a regular basis and be cleaned out whenever debris has accumulated. Regular cleaning will prevent clogging of the downspouts and potentially damaging leaks.

### All Roofs Need Maintenance

All roof systems require annual (or even more frequent) maintenance. Failure to perform routine roof maintenance will usually result in leaks and accelerated deterioration of the roofing and flashings. Any estimate of remaining life expectancy must be based upon the assumption that the roof will receive periodic maintenance.

### Attic Ventilation

Attic ventilation can be provided by eave/soffit, gable or ridge vents. Attic fans or wind driven turbines are sometimes used to augment passive ventilation. Ventilation openings should be divided equally between upper (gable or ridge) and lower (soffit or eave) vents.

# Plumbing

## DESCRIPTION

<b>Water Source:</b>	• Appeared to be municipal/community supply
<b>Water Pressure:</b>	• ~90 psi
<b>Water Service:</b>	• ¾ inch galvanized
<b>Main Water Shutoff Location:</b>	• Exterior - front
<b>Water Distribution Piping:</b>	• Galvanized • Copper
<b>Waste Disposal:</b>	• Appeared to be municipal/community sewer
<b>Sewer Cleanout Location:</b>	• Exterior - right side
<b>Drain &amp; Vent Piping:</b>	• Cast iron • Galvanized • Copper
<b>Gas Service:</b>	• Natural gas - 250 CF/H meter
<b>Gas Shutoff Location:</b>	• Exterior - right front corner

## OBSERVATIONS & RECOMMENDATIONS

### 4.0 Main Water Supply

The galvanized steel main water supply piping is subject to rusting and mineral deposit accumulation within the pipe. The accumulation of deposits will reduce the interior diameter of the pipe, resulting in restricted water flow. Eventual replacement of the galvanized piping should be anticipated and we recommend budgeting for this expense.



Corroding piping in crawlspace

The main water supply shut-off valve was located at the front exterior, but testing the operation of this valve is not within the scope of this inspection. Operation of the valve from time to time will keep it functional and maximize its useful life.

System pressure, as judged by a water pressure tester, was greater than 80 psi. Excessive pressure can result in damage to valves, seals and washers in fixtures and appliances. We recommend installation of a pressure regulator, adjusted to 70 psi, or less.

### 4.1 Water Distribution Piping

The galvanized steel water pipe in this building is subject to rusting and scale/mineral deposit accumulation within the pipe. The accumulation of these deposits will eventually decrease the diameter of the waterway resulting in severely restricted water pressure and flow. Over time, the galvanized piping will need to be replaced.

The water flow dropped when multiple fixtures were used simultaneously in the bathrooms, indicating that corrosion or deposits restricted flow in the older galvanized piping. This condition will worsen over time, and the only remedy is to replace the outdated piping. We recommend periodic monitoring, followed by corrective action by a licensed plumbing contractor when the useability of the fixtures becomes impaired.



The hot water shutoff valve at the laundry tub was dripping, which can lead to damage or flooding. We recommend repairs as necessary by a licensed plumbing contractor.

A saddle valve was installed on the water distribution piping at the right side of the basement. Such fittings puncture the piping and rely on a washer to prevent leaks. Over time the washer will degrade, and we recommend the saddle fittings be replaced with appropriate fittings by a licensed plumbing contractor.





Saddle fitting

#### 4.2 Faucets

The hot and cold water flow from the kitchen faucet was less than would normally be observed. This can be a problem with the fixture or an indication that the piping is corroded to the point where water had a difficult time passing through the constrictions. We recommend further evaluation by a licensed plumbing contractor.

The hot water flow from the faucet in the main level half bathroom was less than would normally be observed. This can be a problem with the fixture or an indication that the piping is corroded to the point where water had a difficult time passing through the constrictions. We recommend further evaluation by a licensed plumbing contractor.

#### 4.3 Bath and Shower Fixtures

The shower/tub valves were operated and were in acceptable condition.

#### 4.4 Sinks

The drain stopper for the sink in the front bathroom in the upper hall was not working properly. The drain stopper should be repaired to restore full function to the sink.

The laundry tub was not properly secured. To prevent damage to the sink and attached plumbing, we recommend review and repairs as necessary by a licensed contractor.

#### 4.5 Bathtubs

The hydromassage (whirlpool) bathtub was filled and the equipment responded to the user controls when tested.

The hydromassage tub equipment was not accessible for inspection and repairs. Current standards require the mechanical equipment for the hydromassage tub to be accessible and we recommend review and repairs as necessary by a licensed plumbing contractor.

The GFCI protection for the hydromassage tub was not readily accessible inside the bathroom and may be difficult to find or reset when it trips. We recommend relocation of the GFCI reset by a licensed Electrical contractor - please refer to the electrical section of this report.



Access below tub in hall



Inaccessible GFCI &amp; pump

The (built-in) drain stopper for the bathtub was defective or would not hold water. To enable bathing, we recommend repairs or replacement as necessary.

#### 4.6 Toilets

The toilets were operated and appeared to flush properly, except as noted.

It should be noted that we had to hold the handle down to get the toilet in the rear bathroom to flush. This may indicate a problem with the flushing mechanism, and we recommend further evaluation by a licensed plumbing contractor.

#### 4.7 Drain & Waste Piping

Corrosion was observed on the exposed and accessible drain piping at the right exterior. These lines should be checked periodically for signs of leakage and repaired or replaced when necessary.



Corroded drain piping

#### 4.8 Sewer Cleanouts & Lateral

A sewer cleanout was not observed near the curb; however, it could have been covered by dirt or mulch. Typically, cleanouts are installed both near the building and near the curb, to facilitate the sewer lateral testing that is required by many Bay Area jurisdictions. We recommend consultation with a licensed plumbing contractor for advice, repair options, and cost estimates.

Because it was buried, we could not determine the condition of the sewer lateral, or confirm if the property was connected to a municipal sewer system. Many Bay Area jurisdictions now require testing at time of sale or transfer to ensure water tightness. Replacement can be expensive, and we recommend a lateral inspection by a licensed plumbing contractor.

#### 4.9 Gas Service

A meter wrench was not located in the vicinity of the main gas valve. A proper wrench should be located near the main gas valve to provide a convenient means for shutoff in an emergency. A main gas valve can be turned 90 degrees in either direction to shut the gas supply off.



Gas meter & main shut-off valve

The gas meter and/or adjacent piping were rusty. No problems were noted, but this condition should be monitored periodically for future problems as eventual repairs may become necessary. As a precaution, the rusted components can be cleaned and painted.

**!** An automatic seismic gas shut-off valve was not installed. Fires can cause significant damage after a large earthquake and this type of valve is intended to automatically shut off the gas in an earthquake. We recommend the installation of an automatic seismic shutoff valve by a licensed plumbing contractor.

#### 4.10 Gas Distribution

The visible sections of the gas piping were in acceptable condition. Leaks were not detected at any of the exposed gas piping. Pressure testing may reveal leaks, but this procedure is beyond the scope of this inspection.

#### 4.11 Plumbing - General



The plumbing system was generally in acceptable condition; however, instances of repair or correction were observed. We recommend hiring a licensed plumbing contractor to examine the plumbing system and repair, augment, or modify as necessary to ensure that the entire system is safe and dependable.

## LIMITATIONS / ADDITIONAL INFO

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### Water Filter Not Inspected

The water filtration system was not inspected, as this task was outside the scope of this inspection. For more information, please consult the owner / occupant as to the maintenance requirements of this device.

### Senate Bill 407 Information

Some important provisions of SB407 took effect January 1, 2017. This law requires the installation of water conserving plumbing fixtures in all single family homes built prior to 1994. This is not a time-of-sale requirement, it applies to all single family homes built before 1994, whether the home is being sold or not. In addition, this law requires an owner to disclose in writing, if the property includes any noncompliant plumbing fixtures at time of sale. Please see: <http://jmcinspections.com/sb407-what-you-need-to-know>

### Galvanized Water Piping

Galvanized steel water pipe is subject to rusting and scale/mineral buildup. Over time, the accumulation of these deposits will restrict water flow. When water flows fall below acceptable levels, many building owners choose to re-pipe with copper or PEX.

### Copper Water Lines

Copper is better than galvanized piping because it is less prone to corrosion and flow reduction. It should last the lifetime of the building.

### For Water Quality Questions, Ask The Supplier

For information concerning water quality, we suggest contacting the municipality or utility company that provides water to this property.

### What To Do If You Smell Gas

A persistent sulfuric "rotten egg" odor signals a natural gas leak and the local gas utility should be contacted **immediately** if the odor is detected. It is typical to smell the odor when lighting natural gas appliances like kitchen ranges, but the odor should not persist. Once you have contacted the local utility, keep the area clear until the service call is over.



# Water Heating

## DESCRIPTION

Water Heater Location:	• Basement
Number / Type:	• 1 tank type water heater
Manufacturer:	• Hoyt
Age:	• 30+ years (estimated)
Storage Capacity:	• 30 gallons
Energy Source:	• Natural gas
Btu Rating:	• 42,000 Btu/h
Tank Insulation:	• Exterior insulation blanket

## OBSERVATIONS & RECOMMENDATIONS

### 5.0 Water Connections

The water connections were corroded and leakage may develop over time. These connections should be monitored for leakage and repaired or replaced if necessary.

The flexible water connectors were too short and were stretched too tight. This condition may lead to rupture and leaks in a large earthquake. We recommend replacing the connectors with longer connectors, in accordance with accepted trade practice.

### 5.1 Pressure & Temperature Relief

The temperature and pressure relief valve installation was in acceptable condition. If water is ever observed coming out of the TPRV drain, a licensed plumbing contractor should be consulted immediately.

### 5.2 Gas Connection

The gas connector was an appropriate flexible type and was in acceptable condition.

### 5.3 Combustion Air

The combustion air supply for the water heater was adequate.


### 5.4 Ignition

The water heater pilot was controlled by a thermocouple, which is designed to close the pilot gas valve if the pilot is extinguished. This thermocouple was in acceptable condition, but was not tested.

### 5.5 Burner

Rust, soot, and/or ash were observed on or near the water heater burner, indicating the inside of the water heater was corroding. Cleaning the rust / ash from the burner will help improve performance, but it should be noted that this condition indicates that the unit is near the end of its service life.


### 5.6 Exhaust Venting

 The water heater venting system was not functioning properly, as we observed exhaust spillage at the draft hood. This is a safety hazard as products of combustion can enter the interior. We recommend evaluation of the venting system by a licensed plumbing or heating contractor and repairs as necessary to restore safe operation.

The water heater vent connector was outdated. Outdated components can shorten the life span of the water heater.

**Note:** Venting systems may perform adequately when tested, but also may malfunction in different weather / atmospheric conditions or depending how occupants use the building. The test performed during this inspection is only a snapshot in time, and not a guarantee of future performance in all conditions.

### 5.7 Seismic Restraint

 The seismic strapping for the water heater was minimal. The lack of proper strapping could cause damage in a large earthquake. We recommend the installation of proper restraints in accordance with current standards and local requirements by a licensed contractor.

## 5.8 Water Heating - General



The water heater was in need of repair but beyond its expected service life. The age and condition of this water heater will make it more cost effective to replace this unit rather than attempting to make significant repairs or corrections. To determine the best course of action, we recommend the advice and services of a licensed plumbing contractor.

Consideration should be given to replacing the old, natural gas-burning water heater with an electric heat pump water heater. Heat pump water heaters work essentially like refrigerators in reverse, using electricity to move heat from the exterior air to the interior of the tank, and do not generate heat directly. Therefore, heat pumps can be two to three times more energy efficient. Heat pump water heaters typically have higher initial costs than conventional storage water heaters, but they have lower operating costs which can offset the initial costs, and using electricity reduces the reliance on fossil burning fuels.

## LIMITATIONS / ADDITIONAL INFO

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### Sacrificial Anode Rod Replacement

Modern water heaters include a device known as an anode rod, which helps prevent tank corrosion. Corrosion will attack the anode rod first, thereby extending the life of the steel tank. Eventually, the anode rod will completely dissolve, and will no longer be able to perform its function. Timely anode replacement can significantly increase the life span of a water heater.

### Tank Flushing Pros & Cons

Periodically flushing the sediment from the bottom of the tank is recommended by most manufacturers. However, drain valves often become blocked with deposits and sediment in old tanks may actually be “sealing” the rust holes in the tank. Therefore, unless the tank is flushed regularly from the beginning, flushing is not recommended.

### Temperature and Pressure Relief Discharge Piping

The function of a relief valve is to allow excessive pressure to safely escape the tank without causing damage to the vessel or the property. Without this device, a malfunctioning water heater could explode, and it is important for this drain to terminate in a safe location. If water is ever observed coming out of the drain, a licensed plumbing contractor should be contacted immediately.



# Electrical

## DESCRIPTION

Service Type:	<div>• Overhead drop</div>
Service Voltage (nominal):	<div>• 120-240 volts</div>
Main Panel Location:	<div>• Exterior - right front corner</div>
Main Disconnect Location:	<div>• Fuse block in main panel</div>
System Amperage:	<div>• 100 amps</div>
Size Determined By:	<div>• Main fuses</div>
Visible Grounding Sources:	<div>• Water supply piping • Driven pipe</div>
Overcurrent Protection:	<div>• Fuses • Circuit breakers</div>
Subpanel Locations:	<div>• Basement</div>
Conductor Materials:	<div>• Copper</div>
Visible Wiring Types:	<div>• Knob &amp; tube • Metal clad (BX/MC) • NM cable "Romex" • Rigid conduit/EMT</div>

## OBSERVATIONS & RECOMMENDATIONS

### 6.0 Electrical Service

Trees deflected the overhead service wires. The trees should be trimmed clear of the wires, or the service should be reconfigured to eliminate contact. To reduce the risk of shock during this procedure, the work should be done by, or coordinated with, the utility provider.

A seal on the electric meter was broken. The electric utility should be notified, as they may wish to investigate this situation before replacing broken meter seals. The local building department should be consulted regarding any relevant permits.

The service capacity met current minimum standards, but may require upgrading if remodeling and/or changes in patterns of use increase demand.

### 6.1 Main Disconnect / Main Panel

The function of the main disconnect was provided by a fuse block mounted in the main distribution panel. The fuses were in good condition.



Main electrical disconnect

Main fuses

The enclosure for the main electrical panel was rusted. Continued rusting may necessitate eventual replacement. We recommend periodic monitoring, followed by corrective action taken if problems are observed.





Rusted main panel enclosure

**Note:** Fuse panels are outdated, difficult to work on, and most insurance policies cost more when fuses are providing overcurrent protection for a building. Just the insurance savings can pay for the cost to have fuse panels upgraded, and this will also facilitate the additional circuits that are often need when remodelling. We recommend consultation with a licensed electrical contractor for repair options and cost estimates.

The main electrical panel and the gas meter did not have the separation required by modern standards. While this installation was once common practice, it may be necessary to relocate one or the other when upgrading is performed. For more information, we recommend consulting with the local utility.

## 6.2 System Grounding and Bonding

The grounding conductor was not properly connected to the main water piping, as it was attached greater than 5 feet from where the water piping enters the building (at the main). We recommend repairs as necessary by a licensed electrical contractor.

## 6.3 Subpanels

The laundry equipment blocked safe and convenient access to the subpanel at the right side of the basement. To ensure safety, most jurisdictions require at least 36 inches of clear, level space in front of the panel for an area that is 30 inches in width, extending from the floor or ground upward. For improved safety, we recommend relocation by a licensed electrician.

It appeared that a neutral wire had been terminated on the ground busbar, connecting the ground wires and the neutral wires, which is an improper connection. Ground wires are required to be connected to an appropriate ground terminal bar (bonded to the enclosure), but the neutral wires are required to be connected to a separate neutral terminal bar (isolated from the enclosure). We recommend repairs as necessary by a licensed electrical contractor.

The circuits were labeled but the accuracy of the labeling was not verified. We recommend verifying the accuracy of the labeling to facilitate repairs and maintenance.

**!** A subpanel at the middle room of the basement was manufactured by the Federal Pacific Company. In laboratory testing and actual performance, a high proportion of Federal Pacific "Stab-Lok" breakers failed to trip at their rated amperage. Such malfunctions could result in serious personal injury or property loss and therefore we recommend replacement of this panel by a licensed electrical contractor.



Hazardous Federal Pacific panel

## 6.4 Branch Circuitry

Exposed NM cable (Romex) was observed at the rear covered patio and along the rear fence in the backyard. This type of wiring is not designed to be exposed and the cable was subject to damage. All NM cables should be adequately protected or replaced with an appropriate wiring type to prevent possible damage.



Exposed Romex cabling

Unsecured wiring was observed at the front right of the crawl space. For maximum safety, all of the wiring should be secured by a licensed electrical contractor to protect it from abrasion and stretching.



Unsecured wiring in crawlspace

Substandard electrical splices were observed in the attic. "Running" splices indicate work by unprofessional or untrained workers and current standards require splices to be made inside junction boxes. We recommend review and repairs as necessary by a licensed electrical contractor.



"Running splices" in attic

## 6.5 Knob & Tube Wiring

Active knob & tube wiring was observed in the attic and crawlspace. Knob & tube wiring is an outdated wiring technology that can be a potential fire hazard if damaged. Furthermore, some insurance companies will not insure houses with this type of wiring. As prudent preventative maintenance, we recommend removal of all knob & tube wiring followed by replacement with modern wiring by a licensed electrical contractor.





Knob & tube wiring

Knob & tube wiring in the attic was covered with insulation. Knob & tube wiring was not designed to be installed beneath insulation and may be subject to overheating when covered with insulation. For a greater margin of safety, the removal of the insulation over the wiring or replacement of the knob & tube wiring with modern wiring should be considered.

## 6.6 Receptacle Outlets

The property contained some two-prong (ungrounded) and some three-prong (grounded) type receptacles, indicating partial modifications to the electrical system over time.

Several receptacles were 3-prong type but were not grounded. All ungrounded 3-prong receptacles should have a grounding wire added or be replaced with a 2-prong receptacle. It is important to note that surge protection required by sensitive electronic equipment such as TVs and computers require a grounded 3-prong receptacle in order to work properly.

A receptacle at the kitchen countertop was wired with reversed polarity. Under some circumstances, this can increase the risk of shock and/or damage electronic equipment. We recommend review and repairs as necessary by a licensed electrical contractor.

The amount of receptacles did not meet current standards, which encourages the use of extension cords. We recommend installation of additional receptacles by a licensed electrical contractor to adequately meet the needs of modern life.

The bottom half of a duplex receptacle in the front bedroom was not energized when tested, and it was not controlled by the wall switch. We recommend further evaluation and repair, as appropriate, by a licensed electrical contractor.

Several of the receptacles were missing cover plates, presumably from the painting that was in progress. All missing cover plates should be replaced to reduce the shock hazard once the painting is complete.

## 6.7 Switches

A representative number of switches were operated and were in acceptable condition.

Several of the switches were missing cover plates, presumably from the painting that was in progress. All missing cover plates should be replaced to reduce the shock hazard once the painting is complete.


## 6.8 Lighting

A light bulb appeared to be burned out in the upper front bathroom, and we recommend the installation of a new energy efficient light bulbs. In some cases, faulty wiring can be the culprit, which would require further evaluation by a licensed electrician.

We observed outdated closet light fixtures. Light fixtures with bare bulbs or lights located close to or above storage shelves in closets can be fire hazards. To minimize the risk of fire, we recommend the installation of appropriate closet fixtures by a licensed electrical contractor.

## 6.9 GFCI Protection

Ground Fault Circuit Interrupter (GFCI) protection is a modern safety feature designed to help prevent shock hazards and electrocution. Both GFCI breakers and outlets should be tested monthly to ensure they are still functional.

 GFCI protection was not provided for all of the receptacles where this type of protection is presently required. GFCI protection is a modern, inexpensive safety feature designed to help prevent shock, particularly in wet locations. We recommend the installation of GFCI protection by a licensed electrical contractor in all areas where it is presently required. See: <http://jmcinspections.com/what-is-gfci-protection>


## 6.10 AFCI Protection



Arc Fault Circuit Interrupter (AFCI) protection is a newer technology that is designed to protect against fires caused by arcing faults in the electrical wiring. Both AFCI breakers and outlets should be tested monthly to ensure they are still functional.

AFCI breakers were not installed in the electrical system, but it appeared that the panels were installed before AFCI was required. Current standards required AFCI breakers when new circuits are installed in bedrooms and many other parts of a building. We recommend the installation of AFCI breakers in the course of future electrical upgrades.

## 6.11 Electrical - General

 Several instances of repair or correction-- some significant-- were observed in the electrical system. We recommend a licensed electrical contractor examine the electrical system and repair, augment, or modify as necessary to ensure that the entire system is safe and dependable.

Significant portions of the electrical system used older technology. Modern systems feature improvements in safety and upgrading the outdated portions of the electrical system should be considered, especially when undertaking remodeling projects.

## LIMITATIONS / ADDITIONAL INFO

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### Exterior Light Controls

Clocks, timers, or movement sensors appeared to control several exterior light fixtures and we could not verify their proper operation. We recommend they be examined during evening hours to ensure their proper function.

### Knob & Tube Wiring Certifications

Special procedures should be followed prior to insulating an attic or covering knob & tube wiring, including an inspection of the wiring by a licensed electrician who can certify it as safe. The certification is required to be filed with the local jurisdiction having authority and a warning notice also is required to be posted stating that live wiring is present beneath the insulation.

### Older Fixture Caution

If not recently done, the internal wiring in all older light fixtures should be examined by a licensed electrician and repaired or replaced if necessary to insure safety. Employing light bulbs whose wattage exceeds the rating of the fixture is certain to create higher operating temperatures, which may deteriorate older wiring, thus increasing the possibility of electrical shorts and resulting fires.

### Low Voltage Systems Not Included

Review of any low voltage electrical devices and their associated wiring, including but not limited to: telephone wiring, TV antennas, cable TV, internet, stereo systems, fire and burglar alarms, intercoms, yard lighting, landscape water (sprinkler) timers or other water features, is not within the scope of this inspection. For information about such systems, an appropriate professional should be consulted.

### Representative Sampling of Outlets

A representative sample of the outlets was tested in each room. Nationally recognized inspection standards require testing a minimum of one outlet in every room, where accessible. Before plugging in sensitive electronic equipment like computers and TVs, we recommend testing outlets with a receptacle tester to verify that the receptacle is properly grounded. Such testers have their limitations, and only an electrician can make such determinations.

### Arc Fault Circuit Interrupter (AFCI) Protection

AFCI is a newer technology that is designed to protect against fires caused by arcing wiring faults. Annually, over 40,000 fires are attributed to residential wiring. These fires result in over 350 deaths and over 1,400 injuries each year. Arcing faults are one of the major causes of these fires. For more information, please see: <http://jmcinspections.com/afci-protection>

### Ground Fault Circuit Interrupter (GFCI) Protection

GFCI protection is a modern safety feature designed to help prevent shock and electrocution. GFCI breakers and receptacles de-energize a circuit or a portion of a circuit when a dangerous condition exists. GFCI protection is inexpensive and can provide a substantially increased margin of safety. Please see: <http://jmcinspections.com/what-is-gfci-protection>

# Heating / Cooling

## DESCRIPTION

<b>HVAC Types:</b>	<ul style="list-style-type: none"><li>• Forced air furnace</li></ul>
<b>Plant Location:</b>	<ul style="list-style-type: none"><li>• Basement</li></ul>
<b>Manufacturer:</b>	<ul style="list-style-type: none"><li>• Payne</li></ul>
<b>Age:</b>	<ul style="list-style-type: none"><li>• 1982, from data plate</li></ul>
<b>Heating Energy Source:</b>	<ul style="list-style-type: none"><li>• Natural gas</li></ul>
<b>Btu Rating:</b>	<ul style="list-style-type: none"><li>• 100,000 Btu/h</li></ul>
<b>Heating Efficiency:</b>	<ul style="list-style-type: none"><li>• 70% (estimated)</li></ul>
<b>Cooling Type:</b>	<ul style="list-style-type: none"><li>• Cooling not installed</li></ul>
<b>Filter Location:</b>	<ul style="list-style-type: none"><li>• Return air</li></ul>
<b>Filter Size:</b>	<ul style="list-style-type: none"><li>• 20x25</li></ul>
<b>Filter Media:</b>	<ul style="list-style-type: none"><li>• Washable</li></ul>
<b>Number of Zones:</b>	<ul style="list-style-type: none"><li>• Single zone</li></ul>

## OBSERVATIONS & RECOMMENDATIONS

### 7.0 Forced Air

A forced-air furnace, located in the basement, supplied the heating for this building. Forced-air central heating systems use air for their heat transfer medium. Such systems rely on ductwork as a means of air distribution, and a cold air return(s) to bring back colder air to the furnace for re-heating. The heat exchanger is an important component that separates exhaust gases from the interior air.



Given the advanced age of the furnace and the amount of rust/corrosion observed in the visible sections of the heat exchanger, the heat exchanger could be corroded or deteriorated to the point where the furnace may not be safe to use. A damaged heat exchanger will allow products of combustion to enter the conditioned air and living areas. We recommend further evaluation and testing of the heat exchanger by a licensed HVAC contractor to ensure the unit is safe to use.

### 7.1 HVAC Power / Disconnect

The local disconnect was in acceptable condition.

### 7.2 Gas Connection

The gas connector was an appropriate flexible type and was in acceptable condition.

A sediment trap was not installed on the gas connection to prevent particles that might be present in the gas from clogging the burners. Under some conditions, clogged burners can pose a fire hazard. For greater safety, we recommend installation of a sediment trap by a licensed plumbing contractor.

### 7.3 Ignition

The system was equipped with an electronic ignition system, which is an energy saving feature that allows operation without the need for a continuously burning pilot. The ignition system was activated during the inspection and was in acceptable condition.

### 7.4 Combustion Air

The combustion air supply appeared to be adequate.

### 7.5 Exhaust Venting

The vent connector was outdated. Outdated components can shorten the life span of a heating system. While we observed no significant concerns with the operation of the venting system during our inspection, we recommend replacement when new equipment is installed.

The draft diverter was rusted. This condition should be periodically monitored and replaced when the draft diverter has rusted through.





Rusted draft diverter

## 7.6 Air Filters

The washable filter was dirty, which can dramatically decrease the efficiency of the system, decrease the service life of the blower, and increase maintenance costs. We recommend cleaning or replacement of the filter as necessary to restore proper function.

## 7.7 Distribution

Dust and debris had built up on the blower and in the blower compartment. The blower motor and blower itself should be cleaned, lubricated and balanced, or replaced, if appropriate.

Duct tape, or other unapproved tape, was used to seal the ducting in the basement. This suggested that this work was done by a non-professional. Tape that is not UL listed for HVAC ducting is not rated for high temperatures and will not be effective. All unapproved tape should be removed, and the ducting should be resealed with appropriate tape or other means approved for the application, by a licensed HVAC contractor.

Most of the ducts were not insulated. This could result in a reduction in energy efficiency and higher energy costs. As an upgrade, we recommend insulating the ducts in accordance with present standards. We recommend consultation with a licensed HVAC contractor for advice, options, and cost estimates.

Debris was discovered in the return air ducting. Debris in ductwork can restrict air flow which would impair distribution of heat or cooling to some areas of the building. In addition, the presence of debris can provide additional "dirt" for the system to distribute throughout the interior. We recommend cleaning the accessible portions of the return air ducting.

## 7.8 Outlets


Our inspection revealed only one distribution outlet for the entire upper level, in the hallway, and none in the kitchen or in the office at the rear of the main level. Ideally, distribution outlets should be provided to these rooms to increase their livability, but resizing of the furnace may be necessary. We recommend consultation with a licensed HVAC contractor for advice and cost estimates.

Debris was observed on several registers or in several register boots. All debris should be removed from the registers and adjacent ducting to ensure proper air flow and prevent the debris from being blown in the living areas.

## 7.9 System Controls

Operation of the thermostat caused the system to respond.

## 7.10 Heating / Cooling - General

 The forced air furnace was in need of repair but beyond its expected service life. Due to the advanced age, low efficiency, and condition of the heating equipment, any funds being considered for repair would better be invested in replacement with a new, more efficient system. We recommend consultation with a licensed HVAC contractor for advice and cost estimates.

The system was activated, and conditioned air flowed out of the registers, but system balance was not evaluated. The adequacy of the amount of conditioned air delivered to any given room is subjective, and depends upon the occupant's comfort level and how much they want to spend on fuel bills. Therefore, only the occupants can make this kind of determination. This type of determination is obviously beyond the scope of this inspection.



## LIMITATIONS / ADDITIONAL INFO

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### Furnace Construction Limits Our Inspection

The configuration of most HVAC plants, and particularly their heat exchangers, prevents visual access to many critical interior surfaces. In addition, inspection standards do not allow an inspector to disassemble a plant beyond those panels that can be easily removed. Thus, any observations available to an inspector will be limited.

### Carbon Monoxide Warning

Carbon monoxide (CO) is a colorless, odorless gas. You can't see it - you can't smell it - but it can poison or kill you. Early symptoms of carbon monoxide poisoning resemble those of the flu – headaches, dizziness and nausea. Continued exposure can cause unconsciousness or death. Rusted, cracked, or damaged heat exchangers can also lead to carbon monoxide production. For this reason, we only recommend licensed HVAC contractor to work on this equipment. Please see: <http://jmcinspections.com/what-is-carbon-monoxide>

### Carbon Monoxide Alarm Requirement

California now requires all dwellings with gas appliances or attached garages to have carbon monoxide alarms installed within. The International Association of Fire Chiefs recommends a carbon monoxide alarm on every floor of your dwelling, including a finished basement. An alarm should be located within 10 feet of each bedroom door and there should be one near or over any attached garage.

# Sustainability

## DESCRIPTION

Attic / Roof Insulation:	• 4" to 6" cellulose, R14 to R-20
Wall Insulation:	• Not visible, finishes conceal exterior framing
Floor Insulation:	• None
Insulated Glazing:	• Minimal
Thermostat Types:	• Non-programmable
Fireplace Damper Types:	• Throat damper at firebox
On-site Energy Generation:	• None

## OBSERVATIONS & RECOMMENDATIONS

### 8.0 Insulation

A minimal amount of insulation was installed in the attic, which did not meet current energy requirements. We recommend the installation of additional insulation to meet current standards and reduce energy bills.

**Note:** For important information regarding the insulation installation, please see the Electrical section.

Insulation, if present in the exterior walls adjacent to the finished areas, was not visible, thus it was not inspected.

Insulation was not installed beneath the floors, which is common in older buildings. We recommend installation of insulation under the floors to make the building more comfortable as well as reducing energy bills.

### 8.1 Air Sealing

The gaps between the flooring and the register boots can allow significant air infiltration, and we recommend they be sealed to prevent cold air from being drawn from the crawl space/basement into the living areas.

The firebox utilized a throat damper to help prevent heated air from escaping the chimney. A throat damper does not provide an adequate seal, and we recommend consulting with a fireplace contractor for better alternatives.

Many of the windows were older, loose-fitting single-pane windows, and many of the windows did not close properly into their frames, leaving gaps around the sashes that will allow significant drafts. While replacing older windows with dual-pane insulated glazing is expensive and generally not cost-effective in terms of insulating improvements and energy savings, new windows improve air sealing and reduce outside noise levels significantly. Consideration should be given to replacing the older windows.

### 8.2 On-site Energy Generation

The building did not have on-site power generation. The installation of on-site power generation (e.g. solar panels) could offset the power needs of this building, and we recommend consultation with installation contractors for advice, options, and cost estimates.

### 8.3 Sustainability - General



It was our opinion that the building was minimally energy efficient. Replacing the old and inefficient furnace and water heater, adding insulation, improving air sealing, and adding on-site generation could make the building more comfortable and reduce or eliminate utility costs.

**Note:** If enhancing the sustainability of the building is of interest, then retaining a licensed energy conservation professional to evaluate the structure and identify the most cost effective manner to increase sustainability will be well worth the effort.

## LIMITATIONS / ADDITIONAL INFO

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### Zero Net Energy Buildings

By 2020, California will require that all new homes be "zero net energy" - meaning that they produce as much energy as they consume. This is usually achieved by a mix of high efficiency building techniques and a solar electric system. While this requirement does not apply to existing buildings, they can still be retrofitted to reduce the owners carbon footprint and even supply energy for their neighbors.

### Efficiency Standards

Insulation, weather-stripping, double-glazed windows and doors, and set-back thermostats are features that help reduce heat loss and/or gain and increase comfort while reducing energy costs. Current minimum standards require attic insulation levels of at least R-30, wall insulation of at least R-11 (2 x 4 framing), and floor insulation of at least R-19. It's important to note that air sealing of the ceiling structure and installation of insulation are usually the most cost effective methods to increase the thermal efficiency of a building.



# Environmental

## DESCRIPTION

**Suspect Materials:** • Lead paint • Asbestos  
**Fuel Tanks:** • No evidence observed

## OBSERVATIONS & RECOMMENDATIONS

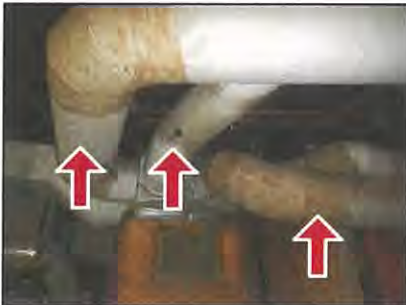
### 9.0 Lead

The paint in or near the jambs of old double-hung windows can be sources of lead paint dust. This dust can be breathed by occupants each time a window is raised or lowered. Young children are particularly at risk as they are susceptible to lead poisoning and subsequent developmental problems after exposure from crawling through lead paint dust on the floor. We recommend testing of old windows for lead content, and if lead is detected, the windows should either be sealed off or replaced to prevent lead dust from being released inside the building.

A rule regarding lead paint (and other contaminants) was created in 2010. Called the "Renovation, Repair, and Painting" (RRP) rule, it imposes a strict protocol on work done to buildings built before 1978. We recommend verifying that painting contractors are RRP certified before hiring them. More information about this program, we recommend consulting this website: <http://www.epa.gov/getleadsafe>

### 9.1 Asbestos

Most of the visible ducting was covered with a material that appeared to be asbestos. The removal of asbestos requires a licensed abatement firm and will increase the cost of duct removal. As a precaution, care should be taken to not disturb this material. For more information, a licensed abatement firm should be consulted.



Likely asbestos-containing material

## LIMITATIONS / ADDITIONAL INFO

### Lead Paint Information

This building may contain lead paint. The CPSC banned the manufacture of paint with more than 0.06% lead content as of February 1978, but existing stores of paint were used for years after. A new rule regarding lead paint (and other contaminants) is now in effect. Called the "Renovation, Repair, and Painting" (RRP) rule, it imposes a strict protocol on work done to buildings built before 1978. We recommend verifying that painting contractors are RRP certified before hiring them. More information about this program, we recommend consulting this website: <http://www.epa.gov/getleadsafe>

### Asbestos Information

Asbestos is found in many older homes because of its widespread use in building materials before it was banned in 1978. Exposure to asbestos has been identified as a health hazard and should be avoided. It may be possible to significantly reduce or eliminate the dispersal of asbestos fibers by painting the material with products designed for this purpose. Removal or containment of these materials should only be done by properly trained and equipped professionals. The presence of asbestos can only be determined by laboratory analysis, which is beyond the scope of our inspection. Please see: <https://www.epa.gov/sites/production/files/2016-10/documents/asbestos.pdf>



# Fireplaces / Chimneys

## DESCRIPTION

Number / Type:	• 1 wood burning
Fireplace Location:	• Living room
Chimney Materials:	• Brick and mortar

## OBSERVATIONS & RECOMMENDATIONS

### 10.0 Fireplaces

The mortar in the fireplace was soft, and some of the mortar was missing from around the bricks. All loose mortar in the firebox should be removed and new mortar installed by a licensed masonry contractor. Also, some of the firebricks were worn or damaged, and were in need of replacement. We recommend review and repairs as necessary by a licensed masonry contractor.



Soft firebox mortar



Deteriorated bricks in firebox


### 10.1 Dampers

The damper in the fireplace was operated and found to be in acceptable condition. We recommend keeping the damper closed when the fireplace is not in use, as a significant amount of heat can escape through a chimney.

### 10.2 Smoke Chambers

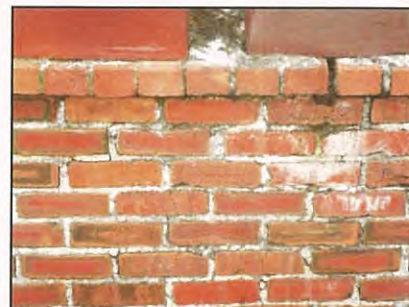
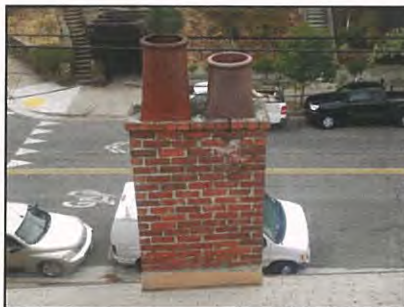
We observed a heavy build-up of soot and creosote in the firebox and/or smoke chamber. We recommend a thorough cleaning by a licensed chimney sweep to remove accumulated soot and creosote to prevent a possible chimney fire.

### 10.3 Chimneys

 The chimney mortar was soft and/or deteriorated. Repointing the mortar may extend the life of the chimney, but it will not prevent damage in a major earthquake. Given that the fireplace and chimney may not be safe to use without significant repairs, and because it is prone to collapse in an earthquake, consideration should be given to removal the chimney structure.



Soft, deteriorated chimney mortar



The chimney crown (or cap) was deteriorated. A deteriorated crown can allow water into the chimney structure and can hasten deterioration. We recommend review and repairs as necessary by a licensed masonry contractor.

Spark arrestors / rain caps were not installed above the chimney flues to prevent the escape of hot embers or rain entry. A chimney cap/spark arrestor should be installed on the top of every chimney flue, in accordance with present standards.

## LIMITATIONS / ADDITIONAL INFO

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### **Masonry Chimney – Earthquake Danger**

One or more chimneys were constructed of brick and mortar. Older masonry chimneys typically do not have steel reinforcement, and cannot withstand large earthquakes. They may fall during the next earthquake, and they pose a significant risk. We recommend removal of masonry chimneys, especially if not in use, as they could cause damage to the building or injury / death to occupants, when they fail. Until this can be done, applying plywood on the ceiling joists near the chimney(s) may help reduce falling brick.

### **Level 2 Chimney Inspection**

Regular cleaning and examination of the chimney is an important part of property maintenance and is necessary to ensure the long-term safe operation of any solid fuel appliance. The National Fire Protection Agency recommends a “level 2” inspection by a licensed and certified chimney sweep whenever a building is sold. The “level 2” inspection should include examination of the flue interior and other aspects of solid fuel appliances that we are not qualified to evaluate and comment upon. For more information, please see the Chimney Safety Institute of America’s website: [http://www.csia.org/homeowner-resources/chimney\\_inspections.aspx](http://www.csia.org/homeowner-resources/chimney_inspections.aspx)

### **Bay Area Air Quality Management District (BAAQMD) Spare the Air Days**

Each winter, the BAAQMD has "Spare the Air" days where wood burning is prohibited. The program notifies residents when particulate matter levels are anticipated to be unhealthy. On these high pollution days, the Air District will issue a Winter Spare the Air Alert which prohibits wood burning throughout the Bay Area. For more information, please see <http://www.sparetheair.org>

### **Bay Area Air Quality Management District (BAAQMD) Rebates**

The BAAQMD has an incentive program that helps homeowners and landlords remove or replace outdated fireplaces and chimneys. For more information, please see: <http://www.baaqmd.gov/grant-funding/residents/wood-smoke-rebate>



# Laundry

## DESCRIPTION

**Location:** • Basement  
**Equipment:** • Clothes washer • Gas dryer

## OBSERVATIONS & RECOMMENDATIONS

### 11.0 Laundry Overview

A clothes washer and dryer were present but not tested, as the testing of laundry appliances is beyond the scope of the inspection.

### 11.1 Clothes Washers

Rubber hoses were used for the water connections, and such hoses are prone to bursting and subsequent flooding. We recommend upgrading to metal-sheathed “no-burst” type hoses to reduce the potential for hose failure and associated damage.

### 11.2 Clothes Dryers

Natural gas was the only dryer heat source provided.

**!** The dryer vent connector was too long and it was not made from an appropriate material, creating a potential fire hazard. Current standards allow flexible vent connectors, but only for a maximum of 6 feet and immediately adjacent to the dryer. We recommend replacement with an appropriate material by a licensed contractor.



Hazardous dryer vent

The gas connector was an appropriate flexible type and was in acceptable condition.

## LIMITATIONS / ADDITIONAL INFO

### Dryer Vent Information

Typical standards for dryer vents require a 4-inch diameter, smooth wall duct, no longer than 14 feet, with a hood damper at the exterior termination. A flexible vent (6 feet max.) may be used at the dryer connection only, but cannot go through crawl spaces, floors or walls. Dryer vents need periodic cleaning, to prevent a buildup of lint, which can be a fire hazard. Please read the CPSC safety alert on their website: <http://www.cpsc.gov/PageFiles/118931/5022.pdf>

# Kitchen

## DESCRIPTION

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**Kitchen Appliances:** • Food waste disposer • Dishwasher • Gas cooktop • Electric ovens  
**Exhaust Type:** • Hood (ducted)

## OBSERVATIONS & RECOMMENDATIONS

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### 12.0 Disposers

The disposer was turned on and responded to user controls.

### 12.1 Dishwashers

The dishwasher was operated and responded to user controls; however, not all cycles were tested. We suggest testing all the cycles to confirm that the dishwasher is fully functional.

The dishwasher drain was equipped with an air-gap fitting (the cylinder protruding above the sink). This device ensures separation of the supply water from the wastewater.

### 12.2 Cooking Equipment

The cooktop was turned on and responded to operating controls.

The ovens were turned on and responded to normal operating controls.

### 12.3 Kitchen Ventilation

The kitchen ventilation system responded to user controls when tested.

Bulb(s) in the kitchen exhaust hood were burned out and we recommend the installation of a new bulbs as necessary. In some cases, faulty wiring can be the culprit, which would require further evaluation by a licensed electrical contractor.

## LIMITATIONS / ADDITIONAL INFO

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### Excluded Kitchen Appliances

Review of the following kitchen appliances was beyond the scope of this inspection: refrigerators, microwaves, freezers, wine refrigerators, water filters, trash compactors, food warmers, warming drawers, steam ovens, espresso machines, instant hot water dispensers, chilled water dispensers, ice makers, blenders, and portable dishwashers. Information about the function/operation of such appliances should be obtained from the owner/occupant or a licensed appliance contractor.

# Interior

## DESCRIPTION

- Bedrooms:** • 4 bedrooms
- Bathrooms:** • 2½ bathrooms
- Wall and Ceiling Materials:** • Lath and plaster • Wood paneling

## OBSERVATIONS & RECOMMENDATIONS

### 13.0 Interior Finishes

The interior wall, floor, and ceiling surfaces were generally in acceptable condition, taking into consideration the effects of normal wear and tear. We did not attempt to list all cosmetic flaws and suggest that most of these items will be addressed by routine maintenance upgrading.

Minor wall and ceiling cracking was observed in several areas. These can be patched, then prepared and refinished in the course of routine maintenance. However, we caution that this type of cosmetic cracking might recur because of minor movement in the structure.

Painting of the interior finishes was in progress at the time of the inspection. Some areas were obscured by tarps or masking. We recommend review of the affected areas after the work is complete.

The ceiling of the storage area below the stairs to the upper level was not covered with a suitable non-combustible surface such as drywall. Drywall should be installed beneath the stairs to slow the spread of a fire to the stairwell.




Exposed stair underside

### 13.1 Doors and Windows

A door was not installed in a door frame at the left rear bedroom. We recommend installing a door to restore privacy to this room.

Door hardware was loose in several areas. All loose hardware should be properly tightened to restore proper function.

Some of the windows were stuck, painted shut, or difficult to open. As a part of routine maintenance, all stuck or difficult windows should be repaired to restore functional use. This is especially important for bedroom windows as they are also used as escape openings in emergencies. We recommend review and repairs as necessary by a licensed contractor.

 Operable windows were close to the floor in the front bedroom, which is a hazard as children can fall out. We recommend modification of the windows to include a guard or restraints which would only allow the windows to open a maximum of four inches, especially if young children are present.





Openable window close to floor

One or more window sash cords were broken, which will prevent proper window operation. We recommend exercising great care when unlatching any windows with broken cords on the top sash until they can be repaired by a licensed contractor. In addition, all malfunctioning or failed counterbalance mechanisms should be repaired immediately to reduce the risk of injury from falling window sashes.

The glass in the window at the landing to the stairs to the upper level was not labeled as safety glass. The existing glass, if it indeed was not safety glass, would be non-conforming by current standards and would be hazardous if broken. As an upgrade, safety glass should be installed to enhance personal safety.

### 13.2 Stairs and Railings

The top step of the stairs to the upper level was uneven and posed a safety hazard. We recommend modification of the top step by a licensed contractor to improve safety for the occupants.

The ceiling in the stairs to the upper level was too low and may present an injury hazard to taller people using the stairs. While re-configuration would be ideal, it is typically impractical. Caution when using the stairs is strongly urged.

The stairway to the basement was narrower than allowed by current standards, which may make it difficult for some people to use. Ideally, the stairs would be modified to conform to modern standards, but this may be impractical. We recommend monitoring, followed by corrective action taken if this condition is deemed to be a nuisance.


Stair handrails were not installed on the stairs to the upper level, creating an injury hazard. We recommend the installation of handrails by a licensed contractor to reduce the potential for personal injury. Handrails are currently required at stairways with four or more risers.


The guard railing at the upper hall was not high enough to meet current standards. Also, the gaps in the railings were wide enough to allow small children to fall through. Current railing standards prohibit the passage of a four-inch sphere. For improved safety, we recommend modification of all non-conforming railings by a licensed contractor.

The shape of the hand railing on the stairs to the basement was not "graspable", and therefore may not be effective. To reduce the potential for personal injury, the railing should be modified by a licensed contractor. In some situations, an additional handrail can be installed if modification to the existing railing is not practical.


The railings to the basement were hazardous as they could allow small children to fall through. Current railing standards prohibit the passage of a four-inch sphere. For improved safety, we recommend modification of all non-conforming railings by a licensed contractor.

### 13.3 Smoke Alarms

 Smoke alarms were not observed in all the required locations. Current standards require smoke alarms inside every sleeping room, in the immediate vicinity of each sleeping area, and on every level within the building (including finished basements and habitable attics). We recommend installation of smoke alarms that utilize photoelectric technology, as soon as possible.

 The smoke alarms were an older ionization sensor type, and appeared to be more than 10 years old. Manufacturers recommend replacement after 10 years, as the sensors may no longer be reliable. We recommend replacement with photoelectric smoke alarms as they have been proven to be more effective than ionization smoke alarms.

### 13.4 Carbon Monoxide Alarms

 We did not observe any installed carbon monoxide (CO) alarms. California requires all dwellings with gas appliances or attached garages to have carbon monoxide alarms installed on every finished floor of the building, in the immediate vicinity of the bedrooms. We recommend the installation of carbon monoxide alarms.

### 13.5 Bathrooms

The tile grout was starting to deteriorate in the upper level bathroom shower enclosures which can let water behind the tiles and lead to leaks. We recommend removal of any loose grout and re-grouting by a licensed contractor.

One or more of the escutcheon plates for the valves were loose, possibly allowing water penetration into the wall. We recommend reattaching and sealing all loose escutcheon plates to prevent moisture related damage.

The glass shower enclosures were labeled safety glass and were in acceptable condition.

The clearances in the main level half bathroom were limited, especially when opening and closing the door, and may be difficult for some people to use. The only practical way to remedy this condition would be to remodel the bathroom and make it larger. We recommend monitoring, followed by corrective action if problems are observed.

The upper level rear bathroom ventilation fan responded to its user controls.

The upper level front bathroom depended solely upon a window for ventilation and removal of excess moisture. Although not conducive to conscientious use in the winter, this may have met minimum standards at the time the bathroom was constructed or remodeled. As an upgrade, we recommend the installation of a bathroom fan to reduce the possibility of moisture related damage.

### 13.6 Cabinetry

The cabinetry was generally in acceptable condition, displaying normal wear and tear for its age.

The back wall of the kitchen cabinet (beneath the sink) was not properly sealed, which can allow pests or other vermin to enter the cabinet. We recommend review and repairs as necessary by a licensed contractor.



## LIMITATIONS / ADDITIONAL INFO

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### Freshly Painted Surfaces May Conceal Items of Concern

As with any recently refinished and freshly painted surface, conditions may be present that were not readily apparent at the time of our inspection. We do not suggest that this inspection will identify all such conditions.

### Tile Shower Base Caution

It is important to remember that tile in a shower base is not waterproof. There should be a waterproofing layer behind the tile, but there was no way to confirm the waterproofing details. Even minor errors in the membrane installation can cause leaks and subsequent damage. We recommend contacting the installing contractor to determine the extent of any warranties or guaranties that may be available.

### Water Testing of Shower Pans

A water test of the shower pan was beyond the scope of this inspection. However, this test may be performed as a part of a standard inspection for the presence of wood destroying organisms.

### Secure Building Contents

Unsecured building contents such as televisions, computers, bookshelves, and other items can become missile hazards in an earthquake. For more information about how to secure these items please see the Association of Bay Area Governments (ABAG) website <http://quake.abag.ca.gov/preparedness/contents>.

### Representative Sampling of Windows

A representative sample of the windows was operated in each room, but not every window was opened, closed and latched. Nationally recognized inspection standards require testing a minimum of one window in every room, where accessible.

### Window Requirements for Egress

Basements and sleeping rooms below the fourth story should have at least one escape or rescue window for emergency egress. Current standards require the window to have at least 5.0 - 5.7 square feet in clear opening area, at least 24 inches high, at least 20 inches wide, and with a sill not more than 44 inches from the floor.

### Important Smoke Alarm Information

The smoke alarms were not tested. For future reference, testing with the built-in test button only verifies proper battery and horn function, but does not test the smoke sensor. We recommend regular "smoke" testing to verify proper function. Photoelectric smoke alarms are superior to the older ionization type, as they will respond more quickly to smoldering fires - which are the most fatal type of building fires. Please see: <http://jmcinspections.com/photoelectric-vs-ionization-smoke-alarms>

### Carbon Monoxide Alarm Requirement

Since 2011, California has required all dwellings with gas appliances or attached garages to have carbon monoxide alarms installed. Current standards require a carbon monoxide alarm on every floor of your dwelling, including the basement. An alarm should be located within 10 feet of each bedroom door and there should be one near or over any attached garage.

### Smoke and Carbon Monoxide Alarm Maintenance

Smoke and carbon monoxide alarms should be tested at least once a month (by using the test button) and cleaned of dust or cobwebs as needed. If the testing mechanism does not work properly, the alarm should be replaced immediately. Most manufacturers recommend replacing smoke alarms every 10 years and carbon monoxide alarms every 5-10 years.



# Primary Recommendations

**Please note:** The following is a list of the recommendations we believe to be the most important. Those recommendations should not be considered the only significant items. The reader should establish their own priorities after thoroughly studying this report, reviewing all the recommendations in the report, and consulting experts or specialists as desired.

## Structure

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### 1.0 Foundation Overview

The second story of the building at the left rear appeared to be primarily supported by single a post and pier. This type of support structure does not have a perimeter foundation or cripple walls, and will be prone to failure when stressed by the lateral forces of a large earthquake. We recommend consultation with a licensed structural engineer for advice and design options, followed by repairs or modifications as necessary by a licensed contractor to ensure a safe and durable structure.

### 1.1 Foundation Condition

There were a few issues concerning the structure of the front porch and the room above it. A moderate crack and deteriorated concrete were observed in the foundation below the front porch. The columns supporting part of the bedroom above the porch are weak seismically and may fail in an earthquake. Also, the floor was sloped in the bedroom over the front porch, indicating structural settlement and movement in this area. Given the evidence of movement, and that this is potentially a weak area of the structure seismically, we recommend evaluation by a licensed structural engineer and repairs performed as necessary by a licensed contractor.

## Exterior

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### 2.12 Stairs and Railings

The railings at the rear deck stairs were loose and not sturdy and may fail when stressed, posing a safety hazard. We recommend review and repairs as necessary by a licensed contractor.

## Roofing

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### 3.5 Roofing - General

The asphalt composition shingle roofing was in need of repairs and was near the end of its expected service life. It will likely be more cost effective to replace the roof given its age and condition. We recommend the advice and services of several licensed roofing contractors to review options and cost estimates.

## Plumbing

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### 4.1 Water Distribution Piping

The hot water shutoff valve at the laundry tub was dripping, which can lead to damage or flooding. We recommend repairs as necessary by a licensed plumbing contractor.

### 4.9 Gas Service

An automatic seismic gas shut-off valve was not installed. Fires can cause significant damage after a large earthquake and this type of valve is intended to automatically shut off the gas in an earthquake. We recommend the installation of an automatic seismic shutoff valve by a licensed plumbing contractor.

## Water Heating

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### 5.6 Exhaust Venting

The water heater venting system was not functioning properly, as we observed exhaust spillage at the draft hood. This is a safety hazard as products of combustion can enter the interior. We recommend evaluation of the venting system by a licensed plumbing or heating contractor and repairs as necessary to restore safe operation.

### 5.7 Seismic Restraint

The seismic strapping for the water heater was minimal. The lack of proper strapping could cause damage in a large earthquake. We recommend the installation of proper restraints in accordance with current standards and local requirements by a licensed contractor.

### 5.8 Water Heating - General

The water heater was in need of repair but beyond its expected service life. The age and condition of this water heater will make it more cost effective to replace this unit rather than attempting to make significant repairs or corrections. To determine the best course of action, we recommend the advice and services of a licensed plumbing contractor.

## Electrical

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### 6.3 Subpanels

A subpanel at the middle room of the basement was manufactured by the Federal Pacific Company. In laboratory testing and actual performance, a high proportion of Federal Pacific "Stab-Lok" breakers failed to trip at their rated amperage. Such malfunctions could result in serious personal injury or property loss and therefore we recommend replacement of this panel by a licensed electrical contractor.

### 6.9 GFCI Protection

GFCI protection was not provided for all of the receptacles where this type of protection is presently required. GFCI protection is a modern, inexpensive safety feature designed to help prevent shock, particularly in wet locations. We recommend the installation of GFCI protection by a licensed electrical contractor in all areas where it is presently required. See: <http://jmcinspections.com/what-is-gfci-protection>

### 6.11 Electrical - General

Several instances of repair or correction-- some significant-- were observed in the electrical system. We recommend a licensed electrical contractor examine the electrical system and repair, augment, or modify as necessary to ensure that the entire system is safe and dependable.

## Heating / Cooling

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### 7.0 Forced Air

Given the advanced age of the furnace and the amount of rust/corrosion observed in the visible sections of the heat exchanger, the heat exchanger could be corroded or deteriorated to the point where the furnace may not be safe to use. A damaged heat exchanger will allow products of combustion to enter the conditioned air and living areas. We recommend further evaluation and testing of the heat exchanger by a licensed HVAC contractor to ensure the unit is safe to use.

### 7.10 Heating / Cooling - General

The forced air furnace was in need of repair but beyond its expected service life. Due to the advanced age, low efficiency, and condition of the heating equipment, any funds being considered for repair would better be invested in replacement with a new, more efficient system. We recommend consultation with a licensed HVAC contractor for advice and cost estimates.



## Sustainability

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### 8.3 Sustainability - General

It was our opinion that the building was minimally energy efficient. Replacing the old and inefficient furnace and water heater, adding insulation, improving air sealing, and adding on-site generation could make the building more comfortable and reduce or eliminate utility costs.

## Fireplaces / Chimneys

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### 10.3 Chimneys

The chimney mortar was soft and/or deteriorated. Repointing the mortar may extend the life of the chimney, but it will not prevent damage in a major earthquake. Given that the fireplace and chimney may not be safe to use without significant repairs, and because it is prone to collapse in an earthquake, consideration should be given to removal the chimney structure.

## Laundry

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### 11.2 Clothes Dryers

The dryer vent connector was too long and it was not made from an appropriate material, creating a potential fire hazard. Current standards allow flexible vent connectors, but only for a maximum of 6 feet and immediately adjacent to the dryer. We recommend replacement with an appropriate material by a licensed contractor.

## Interior

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### 13.1 Doors and Windows

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Prepared Using HomeGauge <http://www.HomeGauge.com> : Licensed To Lee Parsons



# FOOTAGE & LOT SIZE ADVISORY AND DISCLOSURE

Property Address: 1314 Spruce St, Berkeley

## DIFFERENT SOURCES FOR SQUARE FOOTAGE AND OTHER MEASUREMENTS:

Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space or square footage. For instance, Appraisers often exclude the thickness of walls, stairwells and laundry rooms to determine "livable" square footage; however, architects and other floor-plan design professionals employ a wide variety of methods to calculate the size of improvements. Assessors generally use gross, permitted size. Measurements taken by various professionals may not include some "finished" or "unfinished" space and generally exclude known illegal space.

Buyers should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyers are using square footage to determine whether or not to purchase the Property and/or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property and amenities; such calculations should not be relied upon by Buyers and the accuracy of any such figures should be independently verified by Buyers with their own experts including, but not limited to, a licensed appraiser.

## PROPERTY SIZE, DIMENSIONS, CONFIGURATIONS AND BOUNDARIES:

Fences, retaining walls, hedges and other landscaping, watercourses or other natural or man-made structures may not correspond with any legally-defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. There are sources available which refer to lot size, lot dimensions, location of improvements and property configurations, such as the County Assessor, Recorded maps, Developer plans or existing surveys, but that documentation may not be accurate, may not be available, and should not be relied upon by Buyers for any purpose. If lot size, dimensions, boundary lines, property configurations, locations of improvements are important to Buyers' decision to purchase or the price Buyers are willing to pay, then Buyers should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations and acreage for the Property.

Different sources of exterior and/or interior structural size, square footage and/or lot size may include the following sources noted in the chart below: (NOTE: Any numbers inserted into the spaces below are approximations only, were taken from the referenced source, and other size numbers may exist from other sources.)

Source of Information	Structure	Lot	Bedroom	Bathroom
MLS	2674	5400	4	2.5
County Assessor	2674	5400	4	2.5
Floor Plan/Drawings	3260	5400	4	2.5
Other				

If no numbers are included in the chart above, the undersigned Agent is not aware of any size discrepancies in the structure or lot.

Seller and Real Estate Licensees have not and will not verify the accuracy of any representations from any source regarding acreage, lot sizes, dimensions, configurations, dimensions or boundary lines/markers, location of improvements, square footage numbers, or price per square foot estimates. Agent will not be conducting any on-site or off-site investigations to determine the existence of any other sources for that information.

The chart above was completed by the undersigned Agent on 9-10-2019

Agent Name: Christina Thede

Agent Signature: [Signature]

The undersigned Seller acknowledges receipt of a copy of this Advisory/Disclosure and confirms that Seller does not have any information or documentation that differs from the information contained in the chart above.

**The undersigned Seller acknowledges receipt of a copy of this Advisory/Disclosure and confirms that Seller does not have any information or documentation that differs from the information contained in the chart above.**

Date: 9/10/2019

Seller:

Daniel McLoughlin

Seller

DocuSigned By: Daniel McLoughlin

**I acknowledge that I have received a copy of this Advisory/Disclosure:**

Date:

Buyer:

Buyer:

**BROKERS AND REAL ESTATE SALESPERSONS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY.**

FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.

# 1314 SPRUCE STREET

BERKELEY, CA 94709

## Estimated Total Finished Square Footage: 3,260 SQ FT

Above-Grade: 2,965 SQ FT Below-Grade: 295 SQ FT

Plus 370 SQ FT Storage on Lower Level

Plus 360 SQ FT Storage/Laundry Room on Lower Level

Calculated per ANSI Standard Z765-2003.

\* Estimated Total Finished & Unfinished Square Footage: 3,990 SQ FT



Spruce St

### MAIN LEVEL

1,445 SQ FT



### LOWER LEVEL

295 SQ FT - Finished  
730 SQ FT - Unfinished

UPPER LEVEL  
1,520 SQ FT

RECEIVED AND READ  
DATE \_\_\_\_\_

51BE9BE0A0E84B1

Daniel McLoughlin

DocuSigned By: Daniel McLoughlin

9/10/2019





CALIFORNIA  
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## TRUST ADVISORY

For Properties Being Sold by the Trustee of a Trust

(C.A.R. Form TA, Revised 6/19)

Property Address: 1314 Spruce St, Berkeley, CA 94709-1435 ("Property").

The Property is being held in a revocable or irrevocable trust for the benefit of those persons or entities named as beneficiaries in the trust. For the purpose of the sale of the Property, the trustee of the trust is treated as the Seller. Even though Seller is exempt from some obligations, Seller must still comply with many others. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the contract between them.

### 1. SELLER MUST COMPLY WITH THE FOLLOWING:

- A. **Known Material Fact Disclosures:** Seller is obligated to disclose known material facts affecting the value and desirability of the Property even if the specific Real Estate Transfer Disclosure Statement Form is not required to be completed.
- B. **Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States.
- C. **Smoke Detectors:** The sale is not exempt from the State requirements that, for single family residences, operable smoke detectors be in place. It is negotiable between Buyer and Seller who is to pay for the cost of compliance.
- D. **Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped and that Seller provide a written statement of compliance to Buyer.
- E. **Lead-based Paint:** The Seller is not exempt from the federal obligation to: (i) disclose known lead-based paint and lead-based paint hazards; (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the Property; (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home;" and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
- F. **Carbon Monoxide Devices:** The sale is not exempt from the State requirement that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
- G. **Water Conserving Plumbing Fixtures:** The Sale is not exempt from the State requirement that (i) single family residences built before January 1, 1994 be equipped with water conserving plumbing fixtures by January 1, 2017 and multi-family and commercial properties be equipped with water conserving plumbing fixtures by January 1, 2019; (ii) Sellers disclose to Buyers the requirements of the law; and (iii) sellers disclose to Buyers whether the Property contains any non-compliant plumbing fixtures. See C.A.R. Form WCMD for further information.
- H. **Tax Withholding:** The sale is not exempt from providing information pertaining to the withholding obligation under either the federal "FIRPTA" or the California withholding requirements upon the sale of real property. Federal: For federal purposes, a non-resident alien includes a fiduciary. A trustee is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. **State:** The trust may be exempt from withholding (but not the completion of the real estate withholding certificate) if: (i) the trust was revocable prior to the decedent's death; (ii) the Property was last used as the decedent's principal residence; and (iii) the trustee is electing to treat the trust as part of the decedent's estate under IRC § 645 (see Instructions for FTB Form 593-C).
- I. **Megan's Law Database Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain the following notice regarding the availability of information about registered sex offenders: "Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the

(With Listing) Broker's Initials ( CT )

(With RPA) Buyer's Initials ( )

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TA REVISED 6/19 (PAGE 1 OF 2)

Seller's Initials ( DM ) ( )



### TRUST ADVISORY (TA PAGE 1 OF 2)



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 website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

## 2. SELLER MAY BE EXEMPT FROM THE FOLLOWING:

- A. (i) Disclosure Statements:** Seller, unless specified in 2A(ii), does not have to complete, sign and provide Buyer with a Real Estate Transfer Disclosure Statement or Natural Hazard Disclosure Statement (C.A.R. Forms TDS and NHD). Seller remains obligated to make the disclosures and comply with the items specified in Paragraph 1.
- (ii) Seller must complete, sign and provide Buyer with a TDS if the Seller is a natural person, who is a trustee of a revocable trust, and he or she is either a former owner of the Property or was an occupant in possession of the Property within the preceding year.**
- B. Other Exemptions:** Unless paragraph 2A(ii) applies, Seller is exempt from providing Buyer with a Mello-Roos district lien disclosure, an Improvement Bond Act of 1915 notice, a Supplemental Property Tax notice, a Notice of Private Transfer Fee pursuant to California Civil Code §§ 1102 et seq. and either a Homeowner's or Commercial Property Owners Guide to Earthquake Safety
- C. Exempt Seller Disclosures:** Even exempt Sellers have statutory or contractual obligations to make certain disclosures and may, or are required by contract to, use an Exempt Seller Disclosure (C.A.R. Form ESD) and is strongly encouraged to do so.

## 3. OTHER CONSIDERATIONS:

- A. Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, emergency gas shut-off valves or installation of smoke detectors). Local law should be consulted to determine if sales by a trustee of a trust are exempt from such requirements.
- B. Death:** If the Property is being sold because of the death of an occupant of the Property, and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to Seller.

## 4. BROKERS:

- A. Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. Form AVID.
- B. Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units, commercial Property and vacant land.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Trust Advisory.

Seller 51BE9BE0A0E84B1 Daniel McLaughlin Daniel P McLoughlin Date 9/10/2019  
 Seller DocuSigned By: Daniel McLoughlin Date \_\_\_\_\_

### AT TIME OF LISTING

Real Estate Broker Northwest Properties  
 By Christian Thede Christian Thede Date 9/10/2019  
DocuSigned By: Christian Thede

### AT TIME OF SALE

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

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TRUST ADVISORY (TA PAGE 2 OF 2)

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1314 Spruce



## ADDENDUM

### ACCEPTANCE OF PROPERTY "AS IS"

The following terms and conditions are hereby incorporated in and made a part of that certain RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "**Purchase Agreement**") dated on \_\_\_\_\_ for the purchase and sale of a single family dwelling commonly known as 1314 Spruce street, Berkeley, California 94709, ("the **Property**") in which \_\_\_\_\_ is referred to as ("**Buyer**") and Daniel McLoughlin, trustee of the Daniel McLoughlin Trust is referred to as ("**Seller**"). **Buyer** and **Seller** may be collectively referred to as "**the Parties**."

1. The Purchase Agreement and/or any addenda and modifications are arm's-length agreements between the Parties. The purchase price was bargained for on the basis of an "AS IS" transaction and reflects the understanding of the parties that there are no representations, disclosures, or express or implied warranties, except for the warranty of title stated in the closing documents.
2. The Parties represent and warrant to each other that that the essential purpose of this AS IS Addendum was and is to induce the Seller to enter into the Purchase Agreement with Buyer and that Seller would not and will not enter into the Purchase Agreement or any other Agreement with Buyer regarding the sale of the Property unless this AS IS Addendum is made a material part of the Purchase Agreement and of Seller's willingness to proceed with the sale of the Property to Buyer. Any modifications or addenda to the Purchase Agreement regardless of when made, shall be subject to this AS IS Addendum.
3. Buyer may have all inspections that Buyer desires with respect to the Property, either independently or through agents of Buyer's choosing, so that Buyer can fully investigate and assess all aspects of the Property, including diagnostic and/or destructive testing (so long as Buyer pays for the cost of such testing and pays to repair any damage caused by such destructive and/or diagnostic testing). In removing the inspection conditions in the Purchase Agreement, **it** will be conclusively presumed that Buyer is fully satisfied with respect to the items which are the subject of that condition. If Buyer does not have a particular inspection of the Property, or any portion of it, it will be conclusively presumed that Buyer has waived that inspection and waived any claims with respect to items that would have or could have been disclosed by such an inspection.
4. **DISCLAIMER OF WARRANTIES;** Buyer acknowledges that he or she will have had an opportunity to conduct diligence on the Property and will acquire the Property in its current condition based on its diligence. Buyer further acknowledges that, except as expressly provided in the Purchase Agreement, neither Seller nor its

agents or representatives have made any representation or warranty as to the condition of the Property that survive Close of Escrow, which is defined as the recording of the grant deed from Seller to Buyer.

5. Buyer acknowledges and agrees that the Property is to be conveyed by Seller to Buyer "as is, with all faults," and substantially in its current condition. Buyer further acknowledges and agrees that, except for the representations and warranties by Seller stated in the Purchase Agreement, the sale of the Property to Buyer is made without any warranty or representation of any kind by Seller, either express or implied, and Seller shall have no liability, with respect to the value, uses, condition, design, financial condition or prospects, or fitness for purpose or use of the Property (or any part of it), including:
  - (i) the physical condition, nature or quality of the Property, including the quality of the soils on and under the Property and the quality of the labor and materials included in any improvements, fixtures, equipment or personal property comprising a portion of the Property;
  - (ii) the fitness of the Property for any particular purpose;
  - (iii) the presence or suspected presence of hazardous materials on, in, under or about the Property (including the soils and groundwater on and under the Property); and
  - (iv) existing or proposed governmental laws or regulations applicable to the Property or the further development or change in use thereof, including environmental laws and laws or regulations dealing with zoning or land use.
6. Further, Seller shall have no liability for any latent, hidden, or patent defect as to the Property or the failure of the Property, or any part thereof, to comply with any applicable laws and regulations. In particular, Buyer acknowledges and agrees that the Property information made available to Buyer under this agreement (and any other information Buyer may have obtained regarding in any way any of the Property from Seller or its agents), is delivered to Buyer as a courtesy, without representation or warranty as to its accuracy or completeness and not as an inducement to acquire the Property; that nothing contained in any deliveries of Property information shall constitute or be deemed to be a guarantee, representation or warranty, express or implied, in any regard as to any of the Property; and that Buyer is relying only upon the provisions of the Purchase Agreement and its own independent assessment of the Property and its prospects in determining whether to acquire the Property.



7. **RELEASE OF SELLER.** Buyer acknowledges that any information of any type which Buyer has received or may receive from Seller, or his agents, is furnished on the express condition that Buyer shall make an independent verification of the accuracy of such information and that Buyer shall rely solely upon Buyer's own knowledge of the Property based on Buyer's investigation of the Property and its own inspection of the Property in determining the Property's physical condition or other matters relating to the Property. Buyer and anyone claiming by, through Buyer hereby waives its right to recover from and fully and irrevocably releases Seller, and his agents ("Released Parties") from any and all claims, including claims for contribution and/or indemnity, that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability or damage arising from or related to the valuation, salability, physical condition or utility of the Property, or any construction defects, errors, omissions or other conditions, latent or otherwise affecting the Property, or any portion thereof. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release to Seller. Buyer specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

Buyer further agrees, represents and warrants, which representation and warranty shall survive the Closing, that the waivers and releases herein have been negotiated and agreed upon and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, losses and expenses which might in any way be made by Buyer against Seller arising out of Seller's sale of the Property to Buyer.

Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section. Seller and Buyer have each initialed this Section to further indicate their awareness and acceptance of each and every provision hereof.

BUYER'S INITIALS

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### **Statute of limitations**

8. To the fullest extent allowed by the law, the parties intend to limit the period of time within which any claim or legal action may be commenced, and establish the time when any and all representations and warranties made pursuant to the Purchase Agreement will terminate.
9. Any action or proceeding by Buyer against Seller arising out of or based upon the Purchase Agreement, this AS IS Addendum and/or any disclosure document given to Buyer in connection with the sale and/or by reason anything pertaining to the Property must commenced within one (1) year after Closing of the Sale, (defined as the recording of the deed from Seller to Buyer). Buyer understands that this provision will preclude Buyer from making any claims or asserting any causes of action against Seller, regardless of whether any such claims or causes of action are discovered after expiration of the one year statute of limitations provided in this

WHEREFORE, the Parties have executed this AS-IS Addendum as of the Effective Date of the LOAN PURCHASE AND SALE AGREEMENT.

**BUYER:**

---

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**Date**

**BUYER:**

---

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**Date**



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## REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (FOR SELLER REPRESENTATIVES)

(C.A.R. Form RCSD-S, Revised 6/19)

This form is not an assignment. It should not be used to add new parties after a contract has been formed. The purpose of this form is to identify who the principal is in the transaction and who has authority to sign documents on behalf of the principal.

This is a disclosure to one or more of the following: Listing Agreement, Purchase Agreement, or Other Agreement, specified below in which Daniel P McLoughlin is identified as ("Seller"). If a trust, identify Seller as the trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust 3). Full name of trust should be identified in 1A below. If power of attorney, insert principal's name as Seller.

1. A. ☒ **TRUST:** (1) The Property is held in trust pursuant to a trust document, titled (full name of trust): Daniel P McLoughlin Trust
- (2) The person(s) signing below is/are Sole/Co/Successor Trustee(s) of the Trust.
- B. ☐ **ENTITY:** Seller is a ☐ Corporation, ☐ Limited Liability Company, ☐ Partnership ☐ Other: \_\_\_\_\_ which has authorized the officer(s), managing member(s), partner(s) or person(s) signing below to act on its behalf. An authorizing resolution of the applicable body of the entity described above ☐ is ☐ is not attached.
- C. ☐ **POWER OF ATTORNEY:** Seller ("Principal") has authorized the person(s) signing below ("Attorney-In-Fact", "Power of Attorney" or "POA") to act on his/her behalf pursuant to a General Power of Attorney (☐ Specific Power of Attorney for the Property), dated \_\_\_\_\_. **This form is not a Power of Attorney. A Power of Attorney must have already been executed before this form is used.**
- D. ☐ **ESTATE:** (1) Seller is an ☐ estate, ☐ conservatorship, or ☐ guardianship identified by Superior Court Case name as \_\_\_\_\_, Case # \_\_\_\_\_.  
(2) The person(s) signing below is/are court approved representatives (whether designated as Sole or Co-Executor, Administrator, Conservator, Guardian) of the estate, conservatorship or guardianship identified above.

2. Seller's Representative represents that the trust, entity or power of attorney for which that Party is acting already exists.

**Seller:**

51BE9BE0A0E84B1

By Daniel McLoughlin Date: 9/10/2019  
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)  
(Print Representative Name) Daniel McLoughlin Title: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
(Sign Name of Trustee, Officer, Managing Member, Partner, Attorney-in-Fact or Administrator/Executor)  
(Print Representative Name) \_\_\_\_\_ Title: \_\_\_\_\_

### Acknowledgement of Receipt By Other Party:

#### AT TIME OF LISTING

Seller and Northbrae Properties ("Seller's Broker") are parties to a Listing Agreement dated 07/01/2019 for property known as 1314 Spruce St, Berkeley, CA 94709-1435

Real Estate Broker Northbrae Properties  
By Christian Thede Date: 9/10/2019  
Christian Thede





**AT TIME OF SALE**

Seller and \_\_\_\_\_ ("Buyer") are parties to a Purchase Agreement dated \_\_\_\_\_ for property known as 1314 Spruce St, Berkeley, CA 94709-1435.

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

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

**AT TIME OF OTHER AGREEMENT**

Seller and \_\_\_\_\_ ("Other Party") are parties to an \_\_\_\_\_ Agreement dated \_\_\_\_\_, if applicable, for property known as 1314 Spruce St, Berkeley, CA 94709-1435.

Other Party \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

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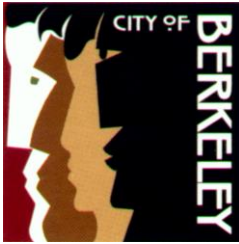
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**REPRESENTATIVE CAPACITY SIGNATURE DISCLOSURE (RCSD-S PAGE 2 OF 2)**

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1314 Spruce



Public Works Department  
Engineering Division

## SEWER LATERAL CERTIFICATE

This certifies that the subject sewer lateral complies with the provisions of City of Berkeley Municipal Code Chapter 17.24.

**Certificate Number:** 19-00000491

**Date Issued:** September 10, 2019

**Date Expires:** September 06, 2026

**Property Address:** 1314 SPRUCE ST, BERKELEY CA 94709

**Property Parcel Number:** 060- -2466-047-00

### Submitted Documentation:

- ☒ Verification Test \*; reference COB Permit # P2019-1324
- ☐ Final inspection sign-off of sewer repair work; reference COB Permit #
- ☐ Final inspection sign-off of lateral replacement; reference COB Permit #
- ☐ Other

---

Nisha Patel  
City Engineer

\* The issuance of this certificate for compliance with BMC 17.24 does not constitute evidence of compliance with other applicable local, state, or federal laws, codes, and ordinances. Should the City become aware of any deficiencies either in connection with this application or as a result of future work requiring a permit, it may require abatement of such violations at any time, including when it performs sewer work or at such time any permit for sewer or building work is sought.

1947 Center Street, 4<sup>th</sup> floor, Berkeley, California 94704

PSL Compliance (510) 981-6423 • Schedule an Inspection (510) 981-7444 • Finance Customer Service: 311 | (510) 981-7200  
Email: [PSLProgram@CityofBerkeley.info](mailto:PSLProgram@CityofBerkeley.info) • Website: [www.CityofBerkeley.info/PW](http://www.CityofBerkeley.info/PW)

DANIEL MCLOUGHLIN  
1314 SPRUCE ST  
BERKELEY CA 94709