



**NOTICE OF SALE AND BIDDING INSTRUCTIONS
FOR THE SALE OF SURPLUS REAL PROPERTY**

"OXFORD SITE"

1130 Oxford Street, Berkeley, CA 94707
(former Oxford Elementary School campus)

ISSUED: AUGUST 5, 2025

SCHEDULE

| DATE | DESCRIPTION |
|---|--|
| August 5, 2025 | Issuance of Notice of Sale and Bidding Instructions |
| On or before 5:00 p.m. on October 10, 2025 | Deadline to submit Pre-Bid Questionnaire and Sealed Written Bid on Mandatory Bid Form and Bid Deposit for Written Bid |
| October 15, 2025, at 7:00 p.m. | Opening of Sealed Written Bids at public Board Meeting; Call for Oral Bids |
| No later than October 24, 2025 | If a Bid is accepted, Board adopts Resolution of Acceptance and approves Purchase and Sale Agreement (if session of October 15 meeting adjourned and reconvened within 10 days of bid opening) |
| No later than ten (10) days following Board acceptance of successful bid | Additional Deposit due from successful bidder; District to return all Bid Deposits to unsuccessful bidders, without interest. |
| This schedule is subject to change in the District's sole discretion. The Board may, at any time, reject any and all bids, either written or oral, and withdraw Property from sale consideration. | |

BERKELEY UNIFIED SCHOOL DISTRICT

NOTICE OF SALE AND BIDDING INSTRUCTIONS "OXFORD SITE"

1130 Oxford Street, Berkeley, CA 94707
(former Oxford Elementary School campus)

NOTICE IS HEREBY GIVEN that, pursuant to California Education Code section 17466, the Board of Education ("Board") of the Berkeley Unified School District ("District"), adopted Resolution No. 25-053 Declaring the Board's Intention to Sell Certain Surplus Real Property Known as the "Oxford Site" at its regular meeting held on June 18, 2025. The property is the former Oxford Elementary School campus, located at 1130 Oxford Street, in the City of Berkeley, County of Alameda, State of California. The property is approximately 1.26 acres of land (approximately 54,847 square feet) (APN 061-2558-017-00) that is improved with a three-story school building, containing approximately 32,624 square feet therein (as more particularly described in the Bidding Instructions) ("Property").

The Board invites both written and oral bids for the purchase of the Property in accordance with the process, terms and conditions set forth herein. As part of the bidding process described below, all Bidders must certify that they have completed their own independent investigation, inspection, analysis, and due diligence of the Property (see Section B(2)(a), below) and must confirm that they received and reviewed the following offering and disclosure documents ("Offering and Disclosure Documents")*:

- 1) Notice of Sale and Bidding Instructions (including attachments and any addenda); Pre-bid Questionnaire; Mandatory Bid Form; Purchase and Sale Agreement (form of agreement attached as **Attachment "D"**); Board Resolution No. 25-053 (Resolution of Intention to Sell), dated June 18, 2025, attached as **Attachment "A"**;
- 2) Chicago Title Company Preliminary Title Report. Property Address 1130 Oxford Street, Berkeley, Ca. Effective Date: July 2, 2025 7:30 AM;
- 3) Property Profile. Chicago Title. Pages 1-7;
- 4) Plat Map, showing block four map of Grand View Terrace, Berkeley Ca. Dated July 17, 2025;
- 5) Map of Grand View Terrace, Berkeley CA, dated May 1907. Pages 1-2;
- 6) Property Information Sheet and Seller's Mandatory Disclosures Statement. Pages 1-4;
- 7) Alan Kropp & Associates, Inc. Geotechnical Consultants. Landslide Deformation Hazard Study Report. Dated September 12, 2019. Pages 1-444. ("Geotechnical Study");
- 8) Development Yield Study, 1130 Oxford Street. July 31, 2025. Studio KDA. Pages 1-7;
- 9) Topographic Survey Map. Oxford School. Berkeley Unified School District. Berkeley California. Telamon Engineering Consultant dated May 28, 1997;
- 10) Project: Roof Replacement and Accessories. Berkeley Unified School District. Drawn by: Justin Schalesky. Skyline Engineering. Dated April 2005. Pages 1-6;
- 11) Washington and Oxford Elementary Schools Heating Controls Upgrade. Dorel Anghel Mechanical. Dated January 21, 2010. Pages 1-7;
- 12) Oxford Elementary School Modernization. VBN Architects. Dated December 31, 1999. Pages 1-60;
- 13) Oxford Elementary School Plans. Wong and Kami Architects. Dated June 26, 1964. Pages 1-53;
- 14) R-1 Single-Family Residential District, Berkeley Municipal Code, 23.202.050;
- 15) Hillside Overlay Zone, Berkeley Municipal Code, 23.210.020;
- 16) Commercial Property Owner's Guide to Earthquake Safety. 2022 Edition. Pages 1-39;
- 17) JCP-LGS Commercial Resale Property Disclosure Report dated June 10, 2025. Map of Statutory Natural Hazards;

- 18)JCP-LGS Commercial Resale Property Disclosure Report dated June 10, 2025, Natural Hazard Disclosure ("NHD") Statement and Acknowledgement of Receipt;
- 19)1130 Oxford Street Utility Bills combined PDF containing PG&E and EBMUD. Pages 1-12;
- 20)City of Berkeley Microfiche File, 1130 Oxford. Pages 1-47;
- 21)City of Berkeley Zoning File, 1130 Oxford;
- 22)Department of Housing and Community Development. "Exempt Surplus Land" Confirmation Letter. Dated July 31, 2025. Pages 1-2.

*Disclosure documents are available electronically for download at the following link:
<https://norheimyost.com/1130oxfordstreet/>

Please contact the Seller’s Agent to request hardcopies.

District’s Authorized Contact: Requests to schedule a site visit, and/or questions regarding the Property or bid submittal process should be directed to the Seller’s Agent:

Norheim & Yost
 Attn: Steve Smith & Elena Holsman
 732 Addison Street, Suite C
 Berkeley, CA 94710
 Tel: 510-527-3400
 Email: ss@noryost.com
 Email: eh@noryost.com

Bidders are instructed not to contact any other District employee, representative, or Board member. Failure to observe this prohibition may result in disqualification of Bidder.

Notice to All Bidders: The Pre-bid Questionnaire, the Mandatory Bid Form, and any other supporting materials submitted to the District in response to this bid solicitation will not be returned and will become the property of the District unless portions of the material are designated as “proprietary” at the time of submittal and are specifically requested to be returned; provided, however, that the identity of a Bidder and the amount of the bid made shall be declared in public session of the Board

at the bid opening. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Bidder information shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Bidder have entered into a Purchase and Sale Agreement, or (2) the District has rejected all bids. Furthermore, the District will have no liability to the Bidder or other party as a result of any public disclosure of bid information.

Schedule:

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|---|---|
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A. Property Description

The Property is the former Oxford Elementary School, located at 1130 Oxford Street, in the City of Berkeley, County of Alameda (APN 061-2558-017-00), approximately 1.26 acres of land (approximately 54,847 square feet). The Property was originally the site of an elementary school in 1909 and ultimately rebuilt in 1965 in its current configuration. The Property is improved with one large three-story building (with the multipurpose room having only one story) having $\pm 32,624$ square feet of building area. Street frontages are 207.72 feet on Oxford Street and 190.94 feet on Walnut Street. The lot depth between the two streets is 284.28 on the north line to 293.66 on the south boundary. Topography is down sloping from Oxford Street with an elevation change of ± 60 feet. The Property is depicted below, and its Legal Description is attached as **Attachment "B"**. Relevant maps and a Topographic Survey Map for the Property are attached as **Attachment "C"**.



Aerial Photo

The Property was originally developed in 1909. A large portion of the Property is paved and fenced as a playground. The existing school building, constructed in approximately 1965 (subsequently remodeled around 1998), is divided into 16 classrooms, a library, offices, restrooms and a multi-purpose room with an elevated stage and a commercial kitchen. The building is served by an elevator and two interior stairwells. The Property has existing utility service connections (water, electrical, sewage). The building is currently vacant and secured. The Property does not contain off-street parking.

The Property is situated in north Berkeley, at the base of the East Bay Hills, and bounded on the northwest and southeast by single family residences, by Walnut Street to the southwest, and Oxford Street to the northeast. In 2019, the District conducted a Geotechnical Study, and it was revealed that the Property is located within an actively moving landslide “complex” (the Keith Avenue Landslide Zone) of approximately 120 acres that is steadily moving downhill at a rate of one inch per year and the Property could move up to 20 feet and be seriously disrupted in a major earthquake.¹ (Please refer to the 2019 Geotechnical Study for further information). Because the Hayward Fault lies very near the Property (approximately 1,500 feet east), the District closed the Oxford Elementary School in 2020 over safety concerns, and the students were relocated to a new campus elsewhere in Berkeley. Due to the conditions and limitations imposed by the State of California on institutions that accept school funding, which includes charter schools, reusing the Property for public school purposes is not feasible.

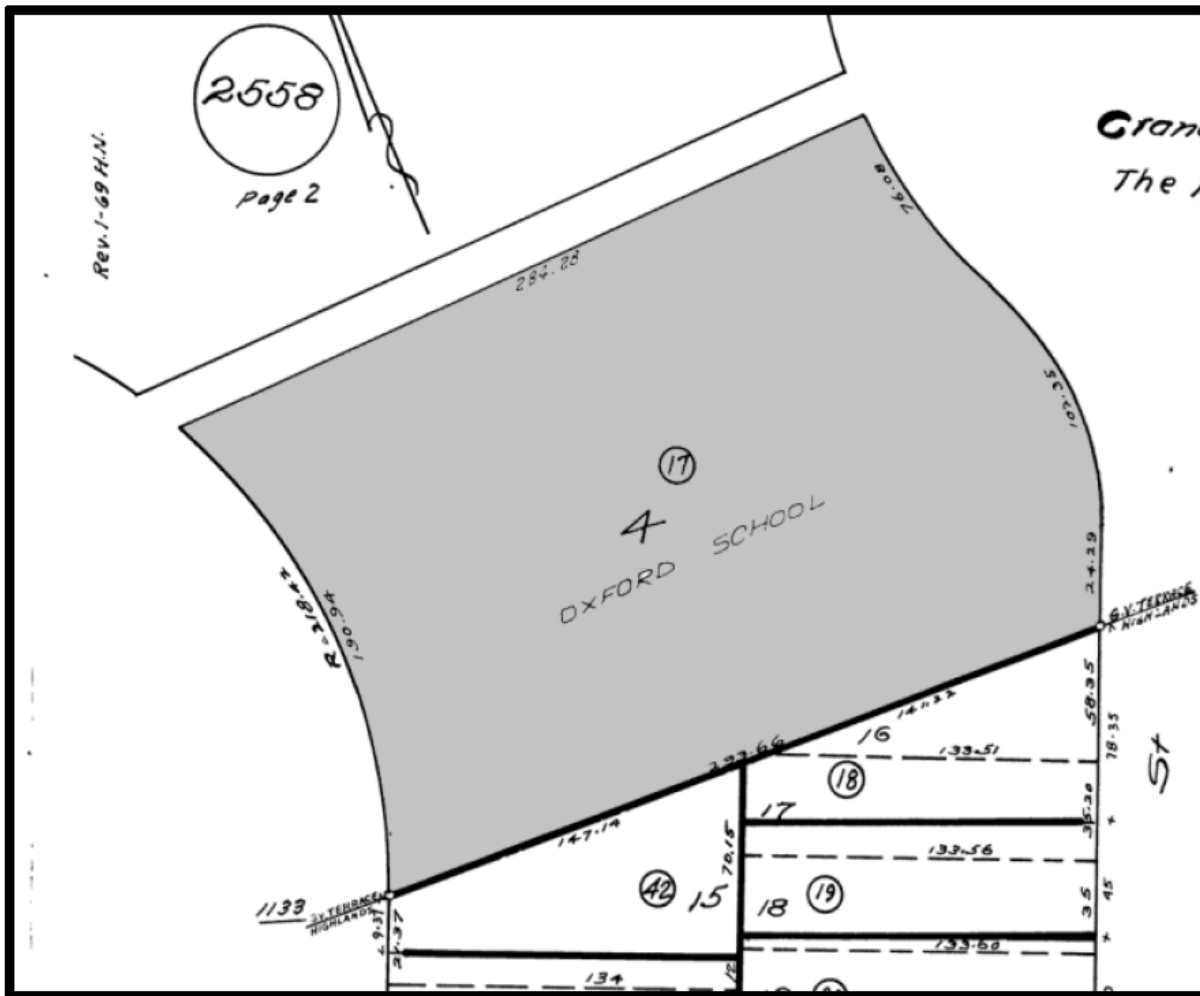
Per the FEMA Flood Map Service Center, the Property is not located in a FEMA flood zone area. (<https://msc.fema.gov/portal/search?AddressQuery=1130%20Oxford%20Street%2C%20Berkeley%2C%20CA%2094707>).

The Property is located within Tax Rate Area 13-000, which has a base tax rate of 1.2033%.

The Property is not enrolled in the Williamson Act.

The Property is located within the boundaries of: (1) County of Alameda California Home Finance Authority Community Facilities District No. 2014-1; (2) Mello-Roos Community Facilities for City of Berkeley Special District No. 2008-1 (Sustainable Energy Financing District); and (3) East Bay Regional Park District Community Facilities District No. A/C-3. Please refer to the Preliminary Title Report for the Property for more information.

¹ The findings of the Geotechnical Study are valid as of 2019. The Report notes that “the passing of time will likely change the conditions of the existing property due to natural processes or the works of man ...” and “should not be relied upon after a period of three years ...” (Geotechnical Study, p. 24). As set forth on pages 6-7 of this Notice of Sale and Bid Instructions, the District and Norheim & Yost make no warranties, representations, or guarantees of any kind with regard to the information provided by the District and Norheim & Yost. Prior to submitting a Mandatory Bid Form or oral bid for consideration, each Bidder is responsible for conducting, and shall rely solely on, its own due diligence, independent inspection, investigation, and analysis of the Property, and shall not rely on any information provided by the District. (See pp. 6-7, below.)



The zoning is R-1H: Single Family Residential (with Hillside overlay) with a General Plan Land Area of Low Density Residential. The purpose of the Single-Family Residential district is to:

1. Recognize and protect the existing pattern of development in the low-density, single-family residential areas of the city consistent with the General Plan;
2. Make housing available for persons who desire detached housing and a relatively large amount of usable open space;
3. Protect adjacent properties from unreasonable obstruction of light and air; and
4. Permit community facilities such as religious assembly uses, schools, parks, and libraries which serve the local population and are not detrimental to the immediate neighborhood.²

The Hillside overlay designation adds additional restrictions to preserve views and adds modifications in the standard setback and height requirements due to steep topography, irregular lot pattern, unusual street conditions, or other special aspects of the hillside areas.³

² BMC 23.202.050, R-1 Single-Family Residential District.

³ BMC 23.210.020, Hillside Overlay Zone.

Currently, there is statewide legislation to force local municipalities, including the City of Berkeley, to permit additional dwelling units (ADUs) in locally zoned single-family residential areas, including hillside neighborhoods like the subject location. The extent to which this additional density of development will result in homeowners adding ADUs and the effect on property values is yet to be tested as there are no known sales of residential property where the value impact has been documented.

The Property is identified as an "Opportunity Site – No Rezone Required" in the City of Berkeley's 2023-2031 Housing Element (adopted 2023) ("Housing Element"). (See Housing Element, p. C-31.) Per the City's Housing Element, Opportunity Sites "include vacant or underutilized sites with near-term potential for residential or mixed-use development, including some sites used in the 5th cycle Housing Element but remain available for development." (Housing Element, p. 108.)

The California Surplus Land Act ("SLA") prioritizes the development of affordable housing on surplus public land and subjects such land to certain restrictions and requirements, including the recording of covenants that mandate affordable housing provisions, unless the surplus property is exempt from the SLA. On June 18, 2025, via Resolution No. 25-053, the Board declared the Property "exempt surplus land" pursuant to section 54221(f)(1)(L)(i) of the Surplus Land Act. The California Department of Housing and Community Development ("HCD") issued confirmation of the Property's exemption status on July 31, 2025.

B. Bid Process, Terms and Conditions

1. Receipt of Bids and Bid Documents

Proposed bidders are required to: (1) complete a Pre-bid Questionnaire (form attached hereto); (2) if submitting a written bid, submit its bid on the District's Mandatory Bid Form (form attached hereto); and (3) follow the terms of the District's Notice of Sale and Bidding Instructions, including payment of the mandatory bid deposit specified below (collectively, the "Bid Documents").

A Pre-bid Questionnaire is required from all potential bidders, who plan to submit written bids and/or oral bids, and must be completed, sent via **Federal Express** (FedEx), and received on or before **5:00 p.m. on Friday, October 10, 2025** ("Bid Documents Deadline"), addressed to:

Norheim & Yost
Attn: Steve Smith & Elena Holsman(Oxford Site)
732 Addison Street, Suite C
Berkeley, CA 94710

Although strongly encouraged, Bidders need not have submitted a written bid in order to participate in oral bidding; however, oral bids will only be accepted from Bidders who timely submitted a Pre-bid Questionnaire by the Bid Documents Deadline. Please see below for further information on the oral bidding process and requirements.

For those submitting written bids, the completed Mandatory Bid Form and bid deposit must be sent with the Pre-bid Questionnaire and received by the Bid Documents Deadline. The Mandatory Bid Form and bid deposit shall be sent in the same Federal Express package as the Pre-bid Questionnaire, however **the Mandatory Bid Form and bid deposit must be sealed in its own separate envelope** within the Federal Express package (separate from the Pre-bid Questionnaire), and clearly marked as "Bid Form and Bid Deposit for Oxford Site Property." No identifying information about the Bidder shall be evident from the outside of the sealed envelope containing the Mandatory Bid Form and bid deposit. All sealed written bids must be delivered by Federal Express (FedEx) to the address above and received **on or**

before the Bid Documents Deadline (5:00 p.m. on Friday, October 10, 2025). No sealed written bids shall be accepted after this deadline. The Board will not receive written bids that do not comply with these submission instructions.

2. Terms of Bidding

(a) Due Diligence Investigation of Property. The Property shall be sold **"as-is"**, without any warranty, express or implied, and subject to all existing reservations, liens, encumbrances, easements, right of ways, and other exceptions to or clouds on title, whether recorded or not, with the District's sole right to not extinguish any exceptions to title currently on record. Each bidder is responsible for conducting an independent inspection, investigation, and analysis of the Property and for completing any due diligence prior to submitting a Mandatory Bid Form or oral bid for consideration. **The Property may be inspected at designated open houses (dates to be determined) or by appointment by contacting Steve Smith and Elena Holsman, Norheim & Yost, at ss@noryost.com and eh@noryost.com or 510-527-3400.** Each bidder shall rely solely on its own due diligence, independent inspection, investigation, and analysis in submitting its bid, and shall not rely on any information provided by the District or Norheim & Yost. The District and its representatives and agents (including, without limitation, Norheim & Yost) make no warranties, representations, or guarantees of any kind with regard to any information provided regarding the site. The submission of the Mandatory Bid Form or an oral bid shall constitute evidence of the bidder's independent investigation and due diligence with respect to the Property on which the bidder is bidding and shall further constitute the bidder's acceptance of the Property "as-is."

(b) Pre-bid Questionnaire.

Potential bidders must complete and submit the Pre-bid Questionnaire (form attached hereto) by the Bid Documents Deadline in order to submit a written or oral bid. Bidders need not have submitted a written bid in order to participate in oral bidding; however, oral bids will only be accepted from Bidders who timely submitted a Pre-bid Questionnaire by the Bid Documents Deadline. No bid, written or oral, shall be submitted to the District's Board without the District receiving this information in advance by the Bid Documents Deadline. Timely submission of a complete Pre-Bid Questionnaire is a condition to bidding, either written or oral, on the Property.

(c) Mandatory Bid Deposit.

All bidders submitting a bid, whether on the Mandatory Bid Form prior to the public meeting or an oral bid at the public meeting, shall submit the mandatory bid deposit of one percent (1%) of the submitted bid ("Bid Deposit"). The Bid Deposit shall be made payable to the District by certified check or cashier's check, and timely submission shall be a condition to bidding, either written or oral, on the Property. The Bid Deposit of the successful bidder, if any, shall be applied to the purchase price of the Property, as detailed in the attached Purchase and Sale Agreement. Bid Deposits received from any unsuccessful bidders shall be returned to those bidders, without interest. Interest earned on the Bid Deposit shall be paid to and retained by the District to cover administrative costs. Such interest will be in addition to, and shall not apply towards the payment of the purchase price of the Property by the successful bidder.

(d) Minimum Price. Each bid to purchase the Property shall state the total purchase price proposed to be paid by the bidder. **The minimum bid shall be no less than Three Million Dollars (\$3,000,000).** Accordingly, the Board will receive and consider bids of no less than Three Million Dollars (\$3,000,000) and may accept the highest and best bid in conformance

with Resolution No. 25-053 and these Bid Documents or else reject all bids. Bids of less than the minimum shall be disqualified and not considered. The accepted purchase price shall be paid in cash by the successful bidder as set forth herein.

(e) Mandatory Bid Form. Written bids must be made using the Mandatory Bid Form and signed by the Bidder. Bidders may not make any changes to the language on the Mandatory Bid Form, except for filling in the bid amount and signing and completing the bidder information on the form. ANY OTHER CHANGES TO THE BID FORM WILL CAUSE THE BID TO BE REJECTED AS A NON-CONFORMING (AND NON-QUALIFYING) BID. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

(f) Withdrawal of Bid. Any Bidder may withdraw from bidding up until **5:00 p.m. on Friday, October 10, 2025**, by contacting, in writing, the Seller's Agent identified herein as the authorized contact person(s).

3. Bidding Process

(a) Opening of Sealed Written Bids. The Board will be presented with all timely received, sealed written bids to purchase the Property from qualified bidders at approximately **7:00 pm**, or as soon thereafter as practicable, at its regular meeting scheduled for **Wednesday, October 15, 2025**, to be held at its regular meeting place located at the District's Board Room, 1231 Addison Street in Berkeley, California. The Board will entertain all bids submitted in accordance with the Education Code and Bid Documents. The name of the Bidder and the amount of the Bid will be announced by the District's staff or representative as each bid is presented. Bidders must be present at the meeting in order to participate in oral bidding or, in the absence of any oral bidding, to be awarded the successful bid for the Property unless alternative arrangements are consented to by the District, in writing, in advance of the meeting.

In accordance with statute, when two or more identical highest, responsive, responsible bids are received, the Board may determine by lot which bid shall be accepted. The drawing by lot will be conducted at the meeting.

(b) Oral Overbids. The Board will call for any oral bids after the results of the written bid process have been announced. A person need not have submitted a written bid in order to make an oral bid; however, oral bids will only be accepted from Bidders who have timely submitted a Pre-bid Questionnaire prior to the public meeting, received on or before **5:00 p.m. on Friday, October 10, 2025**.

In accordance with statute, the first oral bid must be for a purchase price at least five percent (5%) higher than the amount of the highest written bid received from a qualified Bidder. Prior to opening oral bidding, the District staff or auctioneer will announce the oral bidding rules and procedure, and will state the minimum oral bid needed to commence oral bidding. Bidders shall not be limited in the number of oral bids they may make. There cannot be a "tie" between two oral bidders. If two Bidders attempt to make an oral bid for the same amount, the District staff or auctioneer will arbitrarily select one of the Bidders and will then call for higher oral bids from any Bidder. Oral bidding will continue until no additional oral bids are made at the meeting, as determined in the District's sole discretion.

At the end of the oral bidding, the District staff or auctioneer will recognize the top three highest Bidders and the bid amounts. The three highest qualified bidders will be required to reduce their oral bid to writing on the Mandatory Bid Form and pay the Mandatory Bid Deposit of one (1%) of the submitted bid payable by certified check or cashier's check within twenty-

four (24) hours. Final acceptance of the highest oral overbid cannot be made until the oral bid is reduced to writing and signed by the Bidder on the Mandatory Bid Form and the District receives the Mandatory Bid Deposit.

(c) Final Acceptance of Bids. The Board shall make final acceptance of the highest and best bid or reject all bids at the meeting at which bids are opened, or at any adjourned session of the same meeting held within ten (10) days of the bid opening, which conforms to all the terms and conditions specified in the Bid Documents. Final acceptance of an oral bid will not be made until the oral bid is reduced to writing on the Mandatory Bid Form and signed by the oral bidder, as required by statute. The District reserves the right to determine who is a responsible bidder and to waive any and all defects in bids and to waive irregularities. In the event the highest bidder is found to not have met all the requirements of the Bid Documents, the District may, at its sole and absolute discretion, offer the Property to the next highest bidder who otherwise meets all the requirements of the sale, or to reject any and all bids and withdraw the Property from sale, or any appropriate combination thereof. In addition, if the District deems such action to be for the best public interest, the District has the right to reject any and all bids, either written or oral, including the right to reject any or all nonconforming, nonresponsive, or conditional bids, to re-bid, and to reject the bid of any Bidder if District believes Bidder is unqualified or of doubtful financial ability to perform the requirements of the Property purchase. The Board may, at any time, reject any and all bids, either written or oral, and withdraw Property from sale consideration.

(d) Form of Agreement. The Purchase and Sale Agreement form is attached hereto at **Attachment "D"**. The final form of the Purchase and Sale Agreement will incorporate the final purchase price based on the amount of the winning bid. The purchase price shall match the price bid memorialized in the Mandatory Bid Form by the successful bidder when awarded by the Board. By submitting a written or oral bid, if selected, Bidder certifies that Bidder is prepared in good faith to enter into, within TEN (10) days of bid award, a Purchase and Sale Agreement, on the District's form, with the intention of consummating the purchase of the Property subject to the terms and conditions described in the attached form of Agreement. The Superintendent, or her designee, shall negotiate and include in the agreement such other terms and conditions as she determines, in consultation with the District's advisors, reasonable, in the Districts best interest, and consistent with the terms of Board Resolution No. 25-053. In the event the successful Bidder and District are unable to successfully consummate a Purchase and Sale Agreement within the stated time frame, a determination which the District may make in its sole discretion, the District reserves the right to rescind the awarded bid without further liability and re-award the bid to the second highest responsive Bidder, or to reject all bids and re-bid the Property, or to withdraw the Property from sale or pursue any other option legally available to the District for the disposition of the Property.

(e) Initial Deposit; Additional Deposit. The Bid Deposit paid by the successful Bidder shall be retained by the District and transferred, without interest, into escrow to constitute the "Initial Deposit" to be applied to the purchase price of the Property at closing. An Additional Deposit of ten percent (10%) of the purchase price shall be required by the Purchaser within ten (10) days following the Board's acceptance of the successful bid, to be applied to the purchase price of the Property at closing. The Additional Deposit shall be payable to the District by certified check or cashier's check. Interest earned on the Initial Deposit and Additional Deposit during escrow shall be paid to and retained by the District to cover administrative costs. If the successful bidder fails to complete and consummate the purchase for any reason, the Bid Deposit and Additional Deposit, including any interest earned on both deposits, shall be retained by the District to offset damages the District sustained as a result thereof.

(f) Return of Bid Deposit. Subject to (d), above, the Bid Deposit of unsuccessful Bidders will be returned, without interest, within ten (10) business days after the bid award by the Board.

C. Mandatory Terms of Purchase of Property

In addition to the requirements set forth above, a summary of other key terms and conditions for the sale of the Property is provided below, and agreement to such terms will be mandatory using the Purchase and Sale Agreement form of agreement, attached hereto. For complete terms and conditions, please refer to the form of agreement attached as **Attachment "D"**.

1. Escrow. Escrow shall be opened with Chicago Title Company, located at 3620 Happy Valley Road, Suite 100, Lafayette, CA 94549 ("Escrow Holder"), attention to Laurie Edwards, as escrow holder, upon delivery to the escrow holder of the executed Purchase and Sale Agreement, Initial Deposit and Additional Deposit. The Purchase and Sale Agreement, attached hereto, shall constitute the escrow instructions. The balance of the purchase price, after crediting the Initial Deposit and Additional Deposit, excluding any interest earned on either deposit, shall be deposited by the successful bidder into escrow with the Escrow Holder at least three (3) business days prior to the close of escrow, in cash, by certified check, or cashier's check, for the full remaining amount. The District and the successful Bidder shall each pay one-half (1/2) of all escrow fees. The Buyer shall pay all other fees and costs, including without limitation, recording fees, all documentary transfer taxes, any survey or other due diligence costs, cost and expense for BESO and sewer lateral compliance, and any other customary charges for document drafting and miscellaneous charges for the title company, and other real estate transaction taxes, expenses, Buyer's broker fees and commission, or costs by whatever name known as well as any additional premiums and endorsements or other coverage beyond a C.L.T.A. standard owner's policy of title insurance.
2. Close of Escrow. Escrow shall close no later than forty-five (45) days after the District's final acceptance of the successful bid, or as agreed upon under the Purchase and Sale Agreement. Limited escrow extensions may be available in the District's sole discretion, for additional payments.
3. "As-Is" Sale. The Property shall be sold in an "As Is" condition, without any warranty, express or implied, and subject to all existing reservations, liens, encumbrances, easements, right-of-ways, and other exceptions to or clouds on title, whether recorded or not. Any removal of title exceptions currently on record shall be at the sole discretion of the District. The District and its representatives and agents (including, without limitation, Norheim & Yost) make no representations, warranties, or guarantees, express or implied, concerning the condition of the Property, the location of property lines, the exact area of the Property, the condition of any improvements on the Property, or any environmental or other conditions affecting the Property, nor with regard to any information it has or does provide regarding the Property. The District and its representatives and agents (including, without limitation, Norheim & Yost) do not assume any liability for any possible encumbrances to the Property. The District and its representatives and agents (including, without limitation, Norheim & Yost) make no representation or warranty whatsoever as to existing or future zoning or availability of utilities for Buyer's development of the Property.
4. Taxes, Assessments, and Other Fees. Because no real property taxes have been assessed against the Property while owned by the District, there shall be no proration of real property taxes against the District. The Buyer shall be responsible for all real property taxes and assessments against the Property upon transfer of title, and any supplemental

taxes and assessments, and other real property taxes, assessments, or fees assessed against the Property.

5. Brokers' Fees. District has engaged Norheim & Yost to assist the District with the sale of the Oxford Site Property. Two-and-a-half percent (2.5%) commission shall be paid to Norheim & Yost for representing the District from the sale proceeds upon closing. Buyer shall be solely responsible for any buyer's agent commission, which shall not come out of sale proceeds.
6. Transfer of Title and Title Insurance. Title to the Property shall be conveyed to the Buyer by grant deed upon close of escrow.
7. Insurance. To the extent Buyer requires access to the property prior to the close of escrow for any purpose permitted in the Purchase and Sale Agreement, Buyer shall, before entering the Property, secure and maintain and cause any of its contractors, subcontractors, consultants, and representatives entering the Property to secure and maintain, a combined, single-limit commercial general liability insurance policy in the amount of not less than One Million Dollars (\$1,000,000), naming District, its Board of Education, officers, employees, agents, and representatives as an additional insured to insure against damages, claims, charges, costs, and other expenses related to or arising out of any activities on or about the Property by the Buyer and/or its contractors, subcontractors, consultants and/or representatives.
8. Indemnification. To the furthest extent permitted by California law, Buyer shall indemnify and hold harmless the District and its Board of Education, trustees, officers, employees, representatives, and agents (including, without limitation, Norheim & Yost) from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from, arising out of, or in any way connected or related to any misrepresentations or breach of warranty or breach of covenant made by Buyer in the Buyer's completed Bid Documents or the Purchase and Sale Agreement or in any document, certificate, or exhibit given or delivered to District pursuant to or in connection with the sale of the Property or the Purchase and Sale Agreement. The indemnification provisions shall survive the delivery of the grant deed and transfer of title or, if title is not transferred pursuant to the Purchase and Sale Agreement, any termination of the Purchase and Sale Agreement.
9. Applicability of School Impact Fees. The District is exempt from Senate Bill 937 and Senate Bill 330. The Property is and at all times shall remain subject to the payment of school impact fees to mitigate the impacts of development on school facilities, which is payable prior to the issuance of building permits for construction of any structures on the Property, and is payable at the rate in effect at the time building permits are pulled.
10. Other Terms. The Superintendent, or her designee, shall negotiate and include in the agreement such other terms and conditions as he determines, in consultation with the District's advisors, reasonable, in the Districts best interest, and consistent with the terms of the Bid Documents.

NOTE: The information contained herein is in summary form. It is believed to be accurate, however, no warranties are expressed or implied. Interested parties should familiarize themselves with the Property, the bid process, and the entitlement and development requirements of the City of Berkeley, the County of Alameda, the State of California, and other relevant agencies before submitting a bid.



**PRE-BID QUESTIONNAIRE
PUBLIC SALE OF SURPLUS PROPERTY
"OXFORD SITE"**

Required for written and oral bids

Submission Deadline: 5:00 pm on Friday, October 10, 2025

Prospective bidders for the purchase of the Berkeley Unified School District's surplus real property located at 1130 Oxford Street, in the City of Berkeley, County of Alameda, State of California (APN 061-2558-017-00), referred to as "Oxford Site" ("Property"), described in the Notice of Sale and Bidding Instructions, must complete the following questionnaire in order to be deemed responsible to submit a bid, whether written or oral, for the purchase of the Property. Any bidder who fails to complete all questions in full, and timely submit this questionnaire to be received by the deadline above, shall be deemed nonresponsive, resulting in disqualification from written and oral bidding for purchase of the Property. If an item is not applicable, please write "N/A" in response to the question.

To submit a written or oral bid, this Pre-bid Questionnaire must be sent via FedEx and received by Berkeley Unified School District, ATTN: Steve Smith and Elena Holsman, Norheim & Yost, 732 Addison Street, Suite C, Berkeley, CA 94710, **no later than the date and time** indicated above.

A. BIDDER'S INFORMATION

Bidder's Legal name: _____

Address: _____

Telephone: _____

Mobile Telephone: _____

E-mail: _____

Type and years in business (if applicable) _____

Name, Title, and Company of Authorized Representative (if applicable): _____

B. SOURCE OF FUNDING/EQUITY/FINANCING

Please describe the source of funds available to fund the Purchase Price of the Property, including all related escrow, broker or other anticipated expenses of closing, and attach proof of funds or, if securing financing the purchase, a pre-approval letter. Additional information may be attached.

C. PRIOR EXPERIENCE

Please describe any prior experience you or your organization has had with development projects and entitlements within the City of Berkeley, including project references, if any. If none, please so state, and provide a summary of experience in other comparable localities. Please attach additional sheets if necessary.

D. PROPOSED USE OF PROPERTY

Please describe your proposed use of the Property, vision and general details, including any specific entitlements to be sought, if known. Please attach additional sheets if necessary.

BIDDER CERTIFICATION

The undersigned Bidder, or representative of Bidder, hereby certifies that he or she is authorized to submit this Pre-bid Questionnaire and a bid for the Property, and Bidder has:

1. Conducted its own independent inspection, investigation, analysis, and due diligence of the Property;
2. Acknowledges and understands that the Property shall be sold "as-is" subject to all existing reservations, easements, and right of ways, with the District's sole right to not extinguish any exceptions to title currently on record;
3. Received, reviewed, understands and acknowledges the form of agreement for the Purchase and Sale Agreement.
4. Received, reviewed, understands and acknowledges all Offering and Disclosure Documents (refer to page 1 of the Notice of Sale and Bid Instructions for list of documents); and

5. Received and reviewed the Notice of Sale and Bidding Instructions, all attached exhibits and any addenda thereto, including mandatory terms for the purchase of the Property. Based on my review, I/we are prepared to enter into a final Purchase and Sale Agreement for the purchase of the Property if I/we are identified as the successful bidder.

6. Attached proof of funds or, if securing financing, a pre-approval letter.

Date: _____

Signature of Bidder/Authorized Officer of Bidder: _____

Print Name: _____

Title: _____



This Mandatory Bid Form and the Bid Deposit must be sealed and submitted together in their own envelope, separate from the Pre-Bid Questionnaire and any other submittals.

**MANDATORY BID FORM
TO PURCHASE SURPLUS REAL PROPERTY
"OXFORD SITE"**

Submission Deadline: 5:00 pm on Friday, October 10, 2025

SUBMITTED BY:

Type or Print Name of Bidder

The undersigned ("Bidder") hereby submits the following written bid for the purchase of "Oxford Site," located at 1130 Oxford Street, in the City of Berkeley, County of Alameda, State of California (APN 061-2558-017-00), as described in the Notice of Sale and Bidding Instructions from the Berkeley Unified School District ("District"):

Total Guaranteed Purchase Price Bid Amount

(words and figures in U.S. Dollars in ink with no erasures – please write clearly, illegible bid will not be considered):

Minimum bid of Three Million Dollars (\$3,000,000) required.

A mandatory Bid Deposit (payable to Berkeley Unified School District by certified check or cashier's check) in the amount stated below (one-percent (1%) of the submitted bid) is enclosed herewith:

Enclosed Bid Deposit Amount

(words and figures in U.S. Dollars in ink with no erasures):

The undersigned Bidder declares he or she has carefully reviewed all information pertaining to the Property made available by the District and authorized agent identified in the Bidding Instructions, including, without limitation, the Offering and Disclosure Documents, the Notice of Sale and Bidding Instructions, including the attachments and any addenda thereto (including the Purchase and Sale Agreement form of agreement), and the Board's adopted Resolutions ("Bid Documents"), and has

performed sufficient due diligence, research and review regarding the Property so that Bidder is prepared in good faith to enter into, within TEN (10) days of bid award, a Purchase and Sale Agreement, on the District's form, with the intention of consummating the purchase of the Property subject to the terms and conditions described therein and in the Bid Documents. The undersigned Bidder declares that this Bid for the purchase of the Property is genuine and not collusive. The undersigned Bidder or lawful representative of Bidder with full and legal authority to submit this Bid and enter the transactions this Bid contemplates if so awarded.

The undersigned Bidder further acknowledges and understands that the Property shall be sold "**as-is**" subject to all existing reservations, liens, encumbrances, easements, right-of-ways, and other exceptions to or clouds on title, whether on record or not, with the District's sole right to not extinguish any exceptions to title currently on record. The submission of this Mandatory Bid Form shall constitute evidence of the Bidder's independent investigation and due diligence with respect to the Property on which the Bidder is bidding and shall further constitute the Bidder's acceptance of the Property "**as-is**."

Signature of Bidder or Representative

Date

Print Name of Bidder or Representative

Title of Bidder or Representative

Name of Bidder if Representative signing above

Address: _____

Telephone Number: _____

Email Address: _____

ATTACHMENT A

RESOLUTION NO. 25-053

RESOLUTION OF THE BOARD OF EDUCATION OF BERKELEY UNIFIED SCHOOL
DISTRICT DECLARING ITS INTENTION TO SELL
CERTAIN SURPLUS REAL PROPERTY KNOWN AS "OXFORD SITE"

**BERKELEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 25-053**

**RESOLUTION OF THE BOARD OF EDUCATION OF BERKELEY UNIFIED SCHOOL
DISTRICT DECLARING ITS INTENTION TO SELL
CERTAIN SURPLUS REAL PROPERTY KNOWN AS "OXFORD SITE"**

WHEREAS, the Berkeley Unified School District ("District") owns certain real property, previously home to Oxford Elementary School, located at 1130 Oxford Street in Berkeley, California (APN 061-2558-017-00), which is approximately 1.26 acres of land (approximately 54,847 square feet) that is improved with a three-story school building, containing approximately 32,624 square feet therein (collectively, "Oxford Site Property"), further described in the attached "**Exhibit A**";

WHEREAS, at its regular meeting on August 24, 2022, the District's Board of Education ("Board") approved the establishment of a 7-11 District Advisory Committee to advise the Board, based on community input, regarding the use or disposition of the Oxford Site Property pursuant to Education Code section 17388, et seq.;

WHEREAS, the Board thereafter appointed members representing the statutory categories of members in the community to serve on the 7-11 District Advisory Committee at its regular meeting held on October 26, 2022;

WHEREAS, following a series of public meetings held by the 7-11 District Advisory Committee, during which public comment was received and considered, the 7-11 District Advisory Committee held a public hearing on January 25, 2023, regarding its draft report containing the 7-11 District Advisory Committee's evaluation of and recommendations for the use or disposition of the Oxford Site Property and adopted the report in accordance with Education Code section 17390;

WHEREAS, at its regular meeting held on March 8, 2023, the Board received and accepted the 7-11 District Advisory Committee's report regarding the Oxford Site Property, in which the committee recommended that the Board declare the Oxford Site Property as surplus to the District's needs, with the top recommendation being to sell the property and use the proceeds to meet District's needs;

WHEREAS, at its regular meeting held on June 12, 2024, the District's Board, by adoption of Resolution No. 24-047, declared the Oxford Site Property surplus to the educational needs of the District, found the Oxford Site Property "exempt surplus land" within the meaning of section 54221(f)(1)(L)(i) of the Surplus Land Act, and authorized District's staff to provide the priority notices simultaneously to public entities and nonprofit charitable/public benefit corporations set forth in Education Code section 17464 regarding the availability of the Oxford Site Property for sale, or lease with option to purchase, in the manner pursuant to Education Code section 17463.7(e)(2) ("Surplus Property Declaration");

WHEREAS, on June 28, 2024, District's staff proceeded to provide notice to the City of Berkeley ("City") planning agency pursuant to Government Code section 65402, and priority notices simultaneously to all applicable public entities of the Oxford Site Property's availability for sale, or lease with option to purchase, pursuant to the Board's Surplus Property Declaration and applicable law;

WHEREAS, on June 28, 2024, the District requested the opinion of the City Planning and Development Department, the planning agency of the City, regarding the conformity of

the Oxford Site Property and its proposed disposition with the applicable general plan, pursuant to Government Code section 65402;

WHEREAS, on June 28, 2024, the District provided priority notice, in writing, to certain public entities of the availability of the Oxford Site Property for sale or lease with option to purchase in accordance with the priorities and procedures set forth in Education Code section 17464(b) and (c) (as modified pursuant to Education Code section 17463.7(e)(2)), specifically:

- 1) For park and recreational purposes or open-space purposes to the Parks and Recreation and Waterfront Department of the City of Berkeley;
- 2) For park and recreational purposes or open-space purposes to the Parks, Recreation & Historical Commission of the County of Alameda's Community Development Agency;
- 3) For park and recreational purposes or open-space purposes to the East Bay Regional Park District;
- 4) For park and recreational purposes or open-space purposes to the California Natural Resources Agency and California Department of Parks and Recreation;
- 5) To the City of Berkeley, via the City Manager, where the Oxford Site Property is situated;
- 6) To the Director of California Department of General Services;
- 7) To the Regents of the University of California;
- 8) To the Trustees of the California State University;
- 9) To the County of Alameda, via the County Administrator's Office, where the Oxford Site Property is situated;
- 10) To the local neighborhood associations, including the Berkeley Neighborhoods Council;
- 11) To the Muwekma Ohlone Tribe of the San Francisco Bay Area;
- 12) To the Alameda County Office of Education, and the North Region Special Education Local Plan Area (SELPA);
- 13) To the City of Berkeley Health, Housing and Community Services Department, the County of Alameda Housing and Community Development Department, and the Alameda County Social Services Agency;
- 14) To the Planning Department of the County of Alameda, and the Planning and Development Department of the City of Berkeley;
- 15) To the Housing Authority of the County of Alameda, and the Berkeley Housing Authority; and
- 16) To public entities, if any submitted a written request to the District to be directly notified, in response to the District's public notice.

WHEREAS, District's staff further caused a priority notice of the availability of the Oxford Site Property for sale or lease with option to purchase to public districts, public authorities, public agencies, public corporations, and any other political subdivision in this state, to the federal government, and to eligible nonprofit charitable or public benefit corporations, in accordance with the publication requirements of Education Code section 17464(c)(2) and (d) (as modified pursuant to Education Code section 17463.7(e)(2)). Specifically, notice was published once each week for three successive weeks in the *Oakland Tribune* on June 28, July 5, and July 12, 2024;

WHEREAS, the City Planning and Development Department did not report back within forty (40) days of receipt of notice, and thus the disposition of the Oxford Site Property is deemed to be in conformance with the City's general plan pursuant to Government Code section 65402(c);

WHEREAS, the priority offering period concluded at 5pm on September 10, 2024. The District did not receive any written letters of interest or intent to purchase the Oxford Site Property, or lease the property with option to purchase, from public entities or eligible non-profit entities in response to the priority notices provided to public and eligible non-profit entities;

WHEREAS, District staff recommends that the Board proceed to offer the Oxford Site Property for sale to the general public, utilizing the competitive bid process described in Education Code section 17455, et seq.;

WHEREAS, in accordance with Education Code section 17466, District's staff requests that the Board declare, by two-thirds vote of its members, its intention to sell the Oxford Site Property and, as required by statute, set the minimum price and the terms upon which the Oxford Site Property will be sold, and the commission, or rate thereof, if any, which the Board will pay to a licensed real estate broker out of the purchase price for the Oxford Site Property; and

WHEREAS, District's staff further requests that, pursuant to Education Code section 17466, the Board fix a time, not less than three weeks hereafter, for a public meeting of the Board at which sealed proposals to purchase the Oxford Site Property will be received and considered by the Board in accordance with the minimum price and terms set forth herein.

NOW, THEREFORE, by two-thirds (2/3rd) vote of its members, the Board of Education of the Berkeley Unified School District hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true and accurate and incorporated herein by reference. Likewise, all Exhibits referenced above and attached hereto are incorporated herein by reference.

Section 2. That as the decision-making body for the District, the Board affirms its findings and determinations set forth in its Surplus Property Declaration, adopted by this Board by Resolution No. 24-047 on June 12, 2024, which specifically declared the Oxford Site Property as surplus to the current and anticipated educational needs of the District, deemed the Oxford Site Property "exempt surplus land" within the meaning of Government Code section 54221(f)(1)(L)(i), and authorized District's Superintendent or her designee to provide, simultaneously, the priority notices to the public entities and nonprofit charitable/public benefit corporations set forth in Education Code Section 17464 regarding the availability of the Oxford Site Property for sale, or lease with the option to purchase, in the manner set forth by law per Education Code section 17463.7(e)(2); to the extent there are any inconsistent or conflicting terms among those set forth in Resolution No. 24-047 and those contained herein, this Resolution shall control with all terms and requirements read together and in conjunction with those provided herein.

Section 3. That the Board hereby determines that the priority offering requirements for the Oxford Site Property have been met, and that with this Resolution, the Board hereby declares its intention to offer the Oxford Site Property for sale, subject to the terms and conditions set forth herein, utilizing the competitive bid process described in

Education Code section 17455, et seq., and establishes the minimum price and the terms and conditions upon which the Oxford Site Property shall be sold:

a) Receipt of Bids and Bid Documents. Proposed bidders are required to: (1) complete a Pre-bid Questionnaire; (2) submit its bid on the District's Mandatory Bid Form; and (3) follow the terms of the District's Notice of Sale and Bidding Instructions, including payment of the mandatory bid deposit specified below (collectively, the "Bid Documents"). The Board designates Norheim & Yost, the Seller's Agent, as the District's designated representative, and will receive sealed written bids, from potential bidders who submitted the qualification information and bid deposit. All sealed written bids must be delivered by Federal Express ("FedEx"), addressed to Steve Smith, Norheim & Yost, 732 Addison Street, Suite C, Berkeley, CA 94710, in a sealed envelope marked "Bid Form and Bid Deposit for Oxford Site Property," and **received on or before 5:00 p.m. on Friday, October 10, 2025.** No sealed written bids shall be accepted after this deadline. Any bids sent by other means or personally delivered may be rejected as non-compliant.

b) Due Diligence Investigation of Site. The Oxford Site Property shall be sold "as-is" subject to all existing reservations, easements, and right of ways, with the District's sole right to not extinguish any exceptions to title currently on record. Each bidder is responsible for conducting an independent inspection, investigation, and analysis of the Oxford Site Property and for completing any due diligence prior to submitting a Mandatory Bid Form for consideration. The Oxford Site Property may be visited in person at designated open houses or by appointment by contacting Norheim & Yost, Seller's Agent, (email: Steven Smith at ss@noryost.com; phone: 510-527-3400). Each bidder shall rely solely on its own due diligence, independent inspection, investigation, and analysis in submitting its bid, and shall not rely on any information provided by the District. The District makes no warranties, representations, or guarantees of any kind with regard to any information it has or does provide regarding the site. The submission of the Mandatory Bid Form shall constitute evidence of the bidder's independent investigation and due diligence with respect to the Oxford Site Property on which the bidder is bidding; the bidder's acceptance of the property "as-is"; and the bidder's acknowledgement of receipt of Seller's Due Diligence information provided by electronic delivery by Seller's Agent.

c) Pre-Bid Questionnaire. Potential bidders must complete and submit the Pre-bid Questionnaire prior to submitting a written bid prior to the public meeting, or prior to appearing at the public meeting to submit an oral bid to the Board. No bid, written or oral, shall be submitted to the District's Board without the District receiving this information in advance. Said Pre-Bid Questionnaire shall include the following information: (i) legal name and contact information of bidder (name of representative/agent of anonymous bidder in lieu thereof shall not be accepted); (ii) source of funding/equity/financing for the purchase price and associated fees and costs; (iii) bidder's proposed vision and general details for project onsite, including any specific entitlements. Timely submission of a complete Pre-Bid Questionnaire is a condition to bidding, either written or oral, on the Oxford Site Property.

d) Mandatory Bid Deposit. All bidders submitting a bid, whether on the Mandatory Bid Form prior to the public meeting or an oral bid at the public meeting, shall submit the mandatory bid deposit of one percent (1%) of the submitted bid ("Bid Deposit"). The Bid Deposit shall be made payable to the District by certified check or cashier's check, and timely submission shall be a condition to bidding, either written or oral, on the Oxford Site Property. The Bid Deposit of the successful bidder, if any, shall be applied to the purchase price of the Oxford Site Property, as shall be further detailed in the Bid Documents. Bid Deposits received from any unsuccessful bidders shall be returned to those

bidders, without interest. Interest earned on the Bid Deposit shall be paid to and retained by the District to cover administrative costs. Such interest will be in addition to, and shall not apply towards the payment of the purchase price of the Oxford Site Property by the successful bidder.

e) Minimum Price. Each bid to purchase the Oxford Site Property shall state the total purchase price proposed to be paid by the bidder using the District's Mandatory Bid Form. The minimum bid shall be no less than 3 Million Dollars (\$3,000,000.00), and shall be an absolute net to the District. Accordingly, the Board will receive and consider bids of no less than 3 Million Dollars (\$3,000,000.00) and may accept the highest and best bid in conformance with this Resolution and the Bid Documents or else reject all bids. Bids of less than the minimum shall be disqualified. The accepted purchase price shall be paid in cash by the successful bidder as set forth herein.

f) Purchase and Sale Agreement; Additional Deposit. Upon the Board's acceptance of the successful bid, the successful bidder shall pay District an additional sum in the amount of ten percent (10%) of the successful bid ("Additional Deposit"), to be applied to the purchase price of the Oxford Site Property at closing, and execute a Purchase and Sale Agreement on the District's form of agreement, consistent with the terms set forth herein and in the Bid Documents, no later than ten (10) days following the Board's acceptance of the successful bid. The Additional Deposit shall be payable to the District by certified check or cashier's check. Interest earned on the Additional Deposit shall be paid to and retained by the District to cover administrative costs. The balance of the purchase price, after crediting the Bid Deposit and Additional Deposit, excluding any interest earned on either deposit, shall be deposited by the successful bidder into escrow at Chicago Title at least three (3) business days prior to the close of escrow, in cash, by certified check, or cashier's check, for the full remaining amount. District and the buyer will equally split escrow fees, with all other fees payable by the buyer, including without limitation, recording fees, documentary transfer taxes, any survey or other due diligence costs, and any other fees and real estate transaction taxes, fees, or costs, in addition to additional premiums and endorsements or other coverage beyond a California Land Title Association (CLTA) standard owner's policy of title insurance. Escrow shall close sixty (60) days after the District's final acceptance of the successful bid, or as agreed upon under the Purchase and Sale Agreement. If the successful bidder fails to complete and consummate the purchase for any reason, the Bid Deposit and Additional Deposit, including an interest earned on both deposits, shall be retained by the District to offset damages the District sustained as a result thereof. The Superintendent, or her designee, shall negotiate and include in the agreement such other terms and conditions as he determines, in consultation with the District's advisors, reasonable, in the District's best interest, and consistent with the terms of this Resolution. The District's key terms and provisions for the Purchase and Sale Agreement not set forth herein, including insurance and indemnification requirements, will be set forth in the Bid Documents.

g) Brokers' Fees. District has engaged Norheim & Yost to assist the District with the sale of the Oxford Site Property. Two-and-a-half percent (2.5%) commission shall be paid to Norheim & Yost for representing the District from the sale proceeds upon closing. Buyer shall be solely responsible for any buyer's agent commission, which shall not come out of sale proceeds.

h) Developer Fees. The Oxford Site Property is and at all times shall remain subject to the payment of developer impact fees for impacts on school facilities prior to the issuance of building permits for construction on the property.

Section 4. That the Board hereby directs that a public meeting be held at the Board's regular meeting place at 1231 Addison Street in Berkeley, California, beginning at **7:00 p.m.** or soon thereafter as practicable, at the Board's regular meeting scheduled for **October 15, 2025**, for the purpose of receiving, opening, examining, and considering, including accepting or rejecting, all received, sealed proposals to purchase, and any oral bids made at that time. Only those bidders who have submitted their Pre-bid Questionnaire in the manner required herein shall be eligible to participate in the oral bid process.

a) **Opening of Sealed Bids.** The Board will be presented with all timely received, sealed bids to purchase the Oxford Site Property from qualified bidders at the above-designated Board Meeting on October 15, 2025. The Board will entertain all bids submitted in accordance with the Education Code and Bid Documents.

b) **Call for Oral Bids.** After opening all sealed bids, the Board shall call for oral bids, for a price exceeding the highest written bid by at least five percent (5%). Only those bidders who have submitted their Pre-bid Questionnaire in the manner required herein shall be eligible to participate in the oral bid process.

c) **Final Acceptance of Bids.** The Board shall make final acceptance of the highest and best bid or reject all bids at the meeting at which bids are opened, or at any adjourned session of the same meeting held within ten (10) days of the bid opening, which conforms to all the terms and conditions specified in this Resolution and the Bid Documents. Final acceptance of an oral bid will not be made until the oral bid is reduced to writing and signed by the oral bidder, as required by statute. The District reserves the right to determine who is a responsible bidder and to waive any and all defects in bids and to waive irregularities. In the event the highest bidder is found to not have met all the requirements of this Resolution and the Bid Documents, the District may, at its sole and absolute discretion, offer the property to the next highest bidder who otherwise meets all the requirements of the sale, or to reject any and all bids and withdraw the Oxford Site Property from sale, or any appropriate combination thereof. The Board may, at any time, reject any and all bids, either written or oral, and withdraw the Oxford Site Property from sale consideration.

Section 5. That the Board hereby directs the District's Superintendent or her designee to prepare and issue the Bid Documents in accordance with the above, and further authorizes the District's Superintendent or her designee to proceed with all steps and perform all actions necessary to offer the Oxford Site Property for sale in furtherance of and to implement this Resolution, including, causing a copy of this Resolution to be posted in three public places within the District, not less than fifteen (15) days before the public meeting date set forth herein, and shall further cause notice of adoption of this Resolution to be published not less than once a week for three (3) successive weeks before the public meeting date set forth herein, in a newspaper of general circulation published in the District.

Section 6. That should the District not receive any written or oral bids that meet the parameters of this Resolution and the Bid Documents, the Board hereby authorizes the Superintendent to solicit and negotiate the sale of the Property, subject to Board final approval, in any other manner authorized by law, in accordance with the terms and conditions set forth in this Resolution.

Section 7. This Resolution is effective from and after its date of adoption.

PASSED AND ADOPTED this 18th day of June, 2025, by the following two-thirds (2/3rd) vote of the members of the Board of Education:

AYES: 5

NOES: 0

ABSENT: 0

ABSTENTION: 0

Ka'Dijah Brown

Ka'Dijah Brown (Jul 1, 2025 22:47 PDT)

_ Ka'Dijah Brown, President of the Board

ATTEST:

Jennifer Corn

Jennifer Corn (Jul 1, 2025 15:58 PDT)

_ Jennifer Corn, Clerk of the Board

EXHIBIT "A"

OXFORD SITE PROPERTY DESCRIPTION

The Oxford Site Property is located at 1130 Oxford Street in Berkeley, California (APN 061-2558-017-00), which is approximately 1.26 acres (approximately 54,847 square feet) of land that is improved with a three-story school building, containing approximately 32,624 square feet therein ("Oxford Site Property"). The Oxford Site Property is depicted below, and its Legal Description follows.



Aerial Photo

LEGAL DESCRIPTION

Boyle Development Co This Indenture made this 7th day of March in the year of our Lord one thousand nine hundred and seven.

Between Boyle Development Co, a corporation organized and existing under the laws of the State of California, the party of the first part, and The Board of Education of the Town of Berkeley and of the Berkeley School District of Alameda County, the party of the second part.

Witnesseth, That the said party of the first part for and in consideration of the sum of Ten (\$10.00) Dollars gold coin of the United States of America, to it in hand paid by the party of the second part, at or before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, to its successors and assigns forever, all that certain lot piece a parcel of land situate lying and being in the County of Alameda, State of California and bounded and particularly described as follows, to wit:—

Beginning at a point where the Eastern line of Walnut Street, (as said Street is shown on that certain map entitled, "The Highlands a subdivision of Block 1, S. 473, of the Tenth Addition to Berkeley, filed March 14th 1892, in the Office of the County Recorder of said Alameda County,) intersects the so called Sanborn line, which said line is the Northern boundary of said Tract known as The Highlands and running thence North $60^{\circ} 32' 11''$ East Two Hundred and Eighty Eight $\frac{1}{100}$ (288.86) feet to the West line of Grand Street (formerly Pine Street) thence North $8^{\circ} 57' 11''$ West Two Hundred (200) feet thence South $65^{\circ} 01' 11''$ West Two Hundred Forty-eight and $\frac{40}{100}$ (248.80) feet thence South $8^{\circ} 57' 11''$ East Two Hundred $\frac{40}{100}$ (200.80) feet to the point of Beginning.

Being a portion of Plot 88 as said Plot is delineated and so designated on Hillier & Co's Map.

of Rancho Vicente & Domingo Realta.

Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders with issues, profits thereof.

I have and to hold all and singular the said premises together with the appurtenances unto the said party of the second part, and to its successors & assigns forever.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal the day and year first above written.

Witness, + }
(Corporate Seal) } Berkeley Development Company,
John J. Jones, President. (Seal)
Duncan McEuffie, Secretary. (Seal)

State of California }
County of Alameda } On this 12th day of March 1907
the year of our Lord one thousand nine hundred and seven before me Ross A. Thompson a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned & sworn personally appeared John J. Jones to me to be the President and Duncan McEuffie, known to me to be the Secretary of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the County of Alameda, State of California, the day and year in this Certificate first above written.

Ross A. Thompson, Notary Public.
(Notarial Seal) Notary for the County of Alameda,
State of California.

Recorded at Request of Berkeley Title Company
Mar 14-1907, at 16 min past 11 a.m.

ES6001 120

M.S.S.

E. J. Jones
County Recorder.

k. 1360

1360 Dec 5 163

163

Recorded at Request of W. J. Mortimer & Co.
May 21-1907. at 31 min past 5 P.M.
L. 64867

W. J. Mortimer
County Recorder.

W. J. Mortimer et al
To
Board of Education
of Berkeley, etc.

Deed.
This Indenture
made this 21st day
of May, in the
Year of Our Lord
One Thousand Nine Hundred and
Seven.

Between W. J. Mortimer and Grace
E. Mortimer (his wife) of the Town of
Berkeley, County of Alameda, and State
of California, the parties of the first part,
and the Board of Education of the
Town of Berkeley (as the Berkeley School
District of Alameda County, California,
the party of the second part,

Witnesseth, that the said
parties of the first part, for and in
consideration of the sum of Ten (\$10,000)
Dollars, Gold Coin of the United States
of America to them in hand paid
by the party of the second part, at
and before the executing and delivery of
these presents, the receipt whereof is
hereby acknowledged, have granted, sold,
conveyed, and by these
presents do confirm, bargain, sell, and
convey unto the said party of the
second part, and to its heirs and assigns
forever

All that certain lot, piece or
parcel of land, situate, lying and being
in the County of Alameda, State of California, and

bounded and contained as follows, to-wit:-

Block Number 47 as the same is delineated and so designated upon that certain Map entitled "Map of Grand View Terrace, Berkeley, California" was 1907 filed May 20th, 1907 in the office of the Recorder of the County of Alameda.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and remainder, remainders and remainders unto issues and heirs thereof, And also all the estate, right, title, interest, profits, possession, claim and demand whatsoever, as well in law as in equity of the said parties of the first part, q. in & to the above described premises, and every part and parcel thereof with the appurtenances.

To Have and to Hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part, its heirs and assigns forever.

Subject to taxes for the year 1907-08.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.
 Given under my hand and seal of the County of Alameda, California, this 1st day of May, 1907.
 Grace E. Mortimer (seal)
 in the presence of

State of California }
 County of Alameda } On this 1st day of May, 1907, One Thousand Nine Hundred and Seven, before me, J. B. Keady, a Notary Public in and for the County of

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Alameda, State of California meeting herein duly commissioned and sworn. Personally appeared W. J. Mortimer and Grace E. Mortimer (his wife), known to me to be the persons described in and whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal, at my office in the County of Berkeley, County of Alameda, State of California, this 21st day of May in the year 1907.

W. B. Knapp, Notary Public
 Alameda, State of California
 Recorded at Request of W. J. Mortimer & Co.
 May 21, 1907 at 12 mid. West L. P. M.
 64868 / E

W. J. Mortimer
 County Recorder

W. J. Mortimer et al

Grand Jurors, County of Alameda

Filed
 This instrument
 was filed on
 the 21st day

of May, in the year of our Lord one thousand nine hundred and seven

Between W. J. Mortimer and Grace E. Mortimer, (his wife) of the County of Berkeley, County of Alameda, State of California, the parties of the first part, and Grand Jurors, County of Alameda, the parties of the second part.

Witnesseth that the parties of the first part for and in consideration of the sum of Ten Dollars











Resolution 25-053 of Intention to Sell Oxford Site_1142528nrk0wnz2fqyafm4qk04m2p3v

Final Audit Report

2025-07-01

| | |
|-----------------|--|
| Created: | 2025-07-01 |
| By: | Lyz Chairez (lyzannachairez@berkeley.net) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAvsXK7tG5235TsPK6D-iXVVeQ0PAxdqkd |

"Resolution 25-053 of Intention to Sell Oxford Site_1142528nrk0wnz2fqyafm4qk04m2p3v" History

-  Document created by Lyz Chairez (lyzannachairez@berkeley.net)
2025-07-01 - 6:32:52 PM GMT - IP address: 73.231.253.225
-  Document emailed to kadijahbrown@berkeley.net for signature
2025-07-01 - 6:33:05 PM GMT
-  Document emailed to jennifercom@berkeley.net for signature
2025-07-01 - 6:33:05 PM GMT
-  Email viewed by jennifercom@berkeley.net
2025-07-01 - 6:33:59 PM GMT - IP address: 66.249.84.226
-  Email viewed by kadijahbrown@berkeley.net
2025-07-01 - 10:46:52 PM GMT - IP address: 66.249.84.227
-  Signer kadijahbrown@berkeley.net entered name at signing as Ka'Dijah Brown
2025-07-01 - 10:47:35 PM GMT - IP address: 73.170.125.237
-  Document e-signed by Ka'Dijah Brown (kadijahbrown@berkeley.net)
Signature Date: 2025-07-01 - 10:47:37 PM GMT - Time Source: server - IP address: 73.170.125.237
-  Signer jennifercom@berkeley.net entered name at signing as Jennifer Corn
2025-07-01 - 10:58:04 PM GMT - IP address: 192.184.206.95
-  Document e-signed by Jennifer Corn (jennifercom@berkeley.net)
Signature Date: 2025-07-01 - 10:58:06 PM GMT - Time Source: server - IP address: 192.184.206.95
-  Agreement completed.
2025-07-01 - 10:58:06 PM GMT

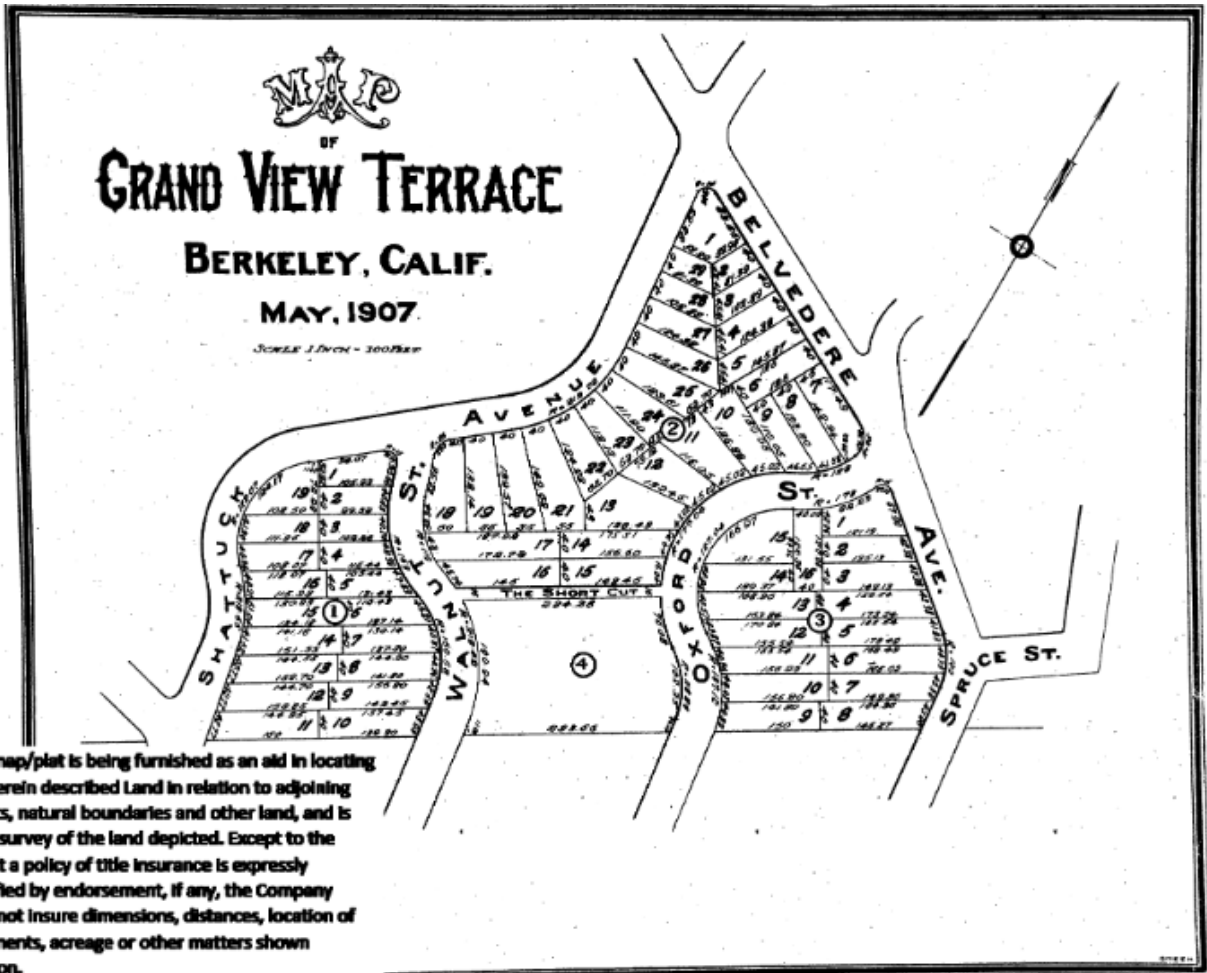
ATTACHMENT B
LEGAL DESCRIPTION

For [APN/Parcel ID\(s\): 061-2558-017-00](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BERKELEY, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BLOCK FOUR (4), MAP OF GRAND VIEW TERRACE, BERKELEY, FILED FOR RECORD MAY 20, 1907, IN [BOOK 23, PAGE 4](#), OF MAPS.

**ATTACHMENT C
RELEVANT MAPS AND
TOPOGRAPHIC SURVEY MAP - THE PROPERTY**
APN: 061-2558-017-00
Census Tract 4214.00



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

IN WITNESS WHEREOF the proprietor of the land designated and shown upon this map has hereunto affixed his hand and seal this 13 day of May, 1907.

W. B. K. [Signature]

STATE OF CALIFORNIA } S.S.
COUNTY OF ALAMEDA }
On this 13 day of May in the year of our Lord one thousand nine hundred and seven, before me, *W. B. K. [Signature]*, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared *W. B. K. [Signature]*, the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

W. B. K. [Signature]
Notary Public in and for the County of Alameda, State of California.

STATE OF CALIFORNIA } S.S.
COUNTY OF ALAMEDA }

I, John P. Cook, County Clerk of the County of Alameda and ex-officio Clerk of the Board of Supervisors of said County and State, do hereby certify that the foregoing map was presented to said Board of Supervisors as provided by law at a regular meeting of said Board held on the 20 day of May, 1907 and that said Board of Supervisors did thereupon by resolution of said Board, duly passed and adopted at said meeting, resolve that said Board of Supervisors does not accept on behalf of the public any of the streets, roads, alleys, or highways offered by said map.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of said Board of Supervisors, this 20 day of May, 1907.

John P. Cook [Signature]
County Clerk and Ex-officio Clerk of the Board of Supervisors of the County of Alameda, State of California

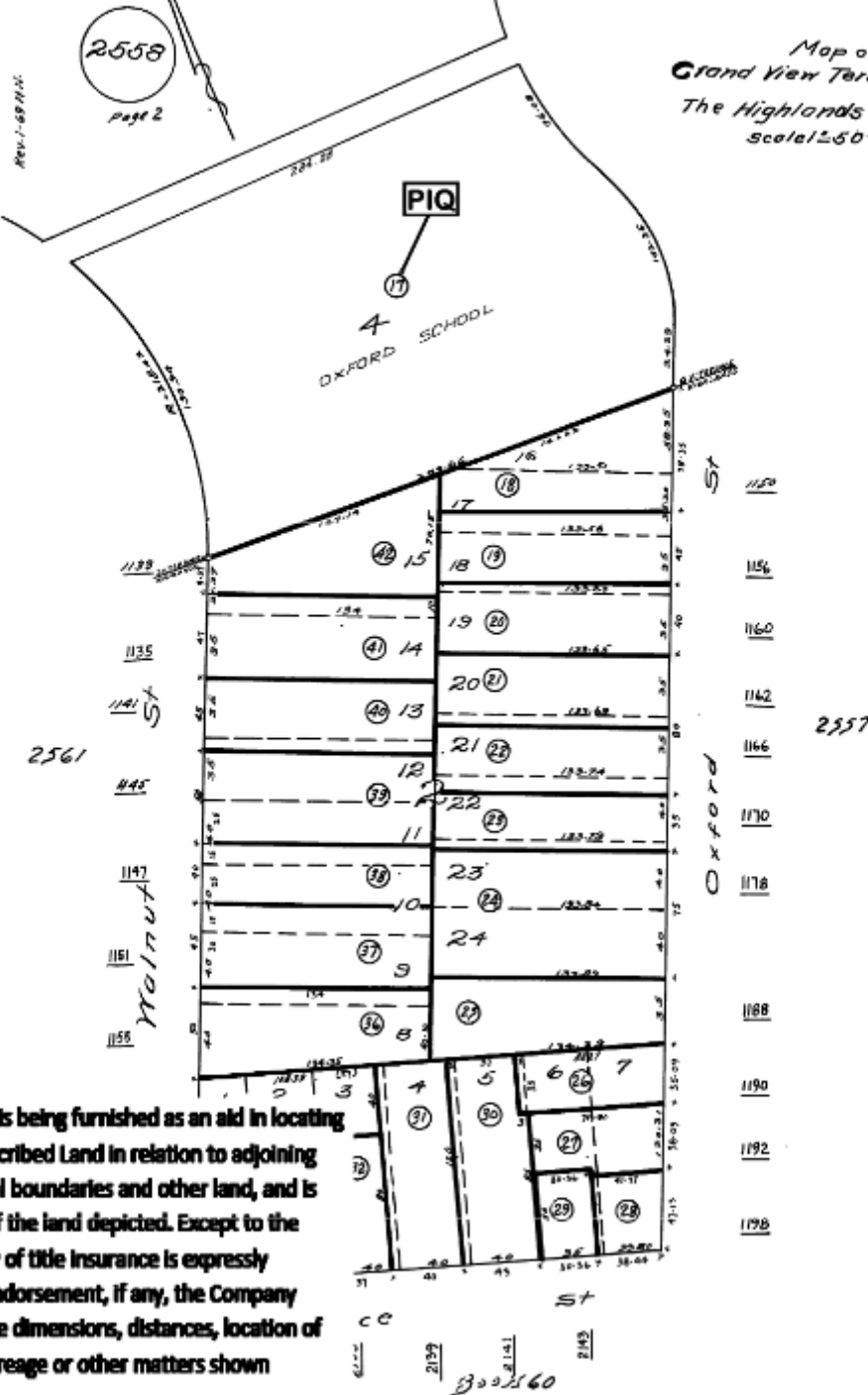
By H. M. Wilson [Signature]
Deputy



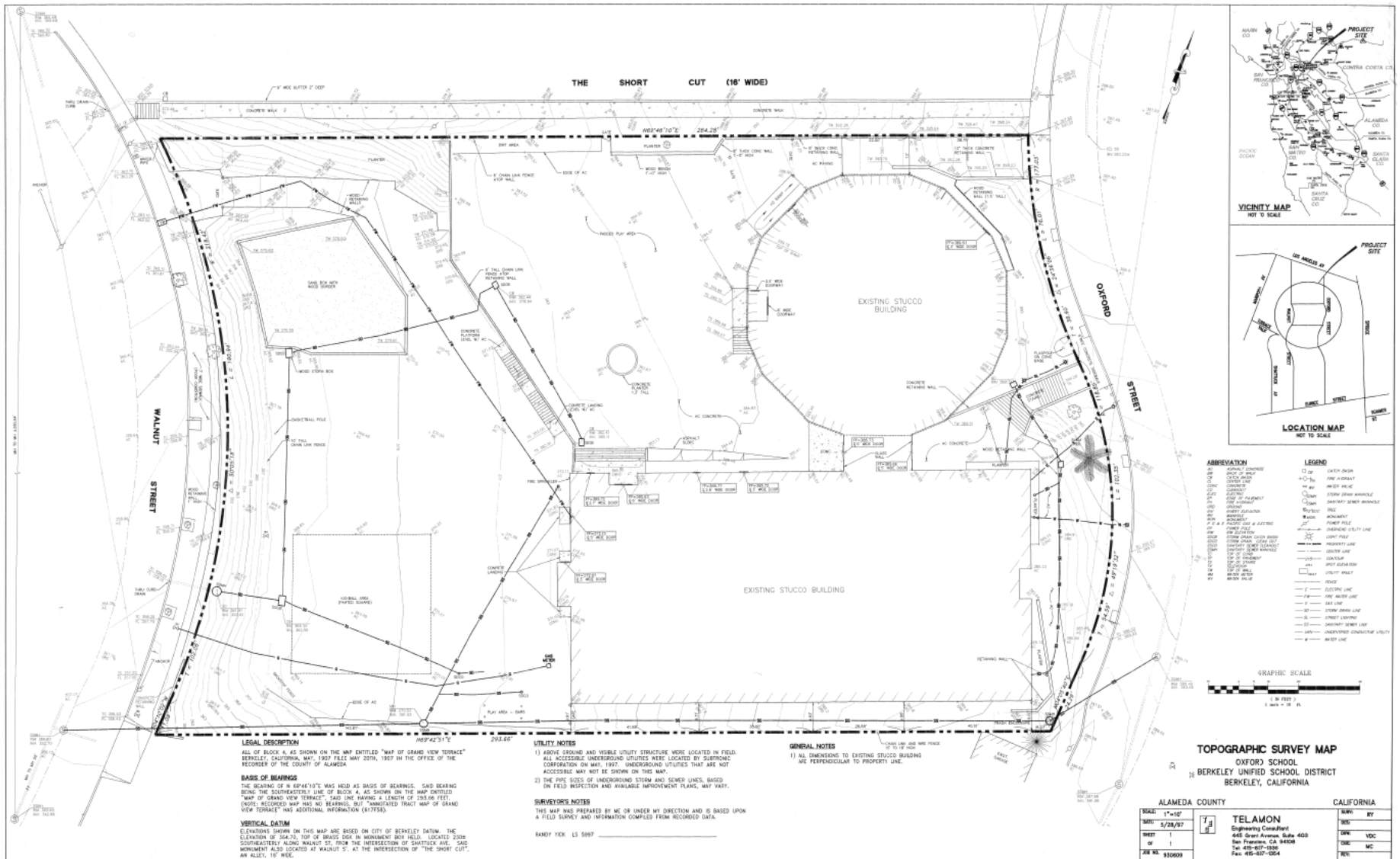
509

BK-23-Pa-4

2/6



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



ATTACHMENT D
DISTRICT'S FORM OF PURCHASE AND SALE AGREEMENT

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND JOINT ESCROW INSTRUCTIONS**

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions ("Agreement") entered into on _____, 2025 ("Effective Date"), is made by and between the BERKELEY UNIFIED SCHOOL DISTRICT, a California public school district in the County of Alameda ("District") and _____, a _____ ("Buyer"). District and Buyer may be referred to collectively as the "Parties".

RECITALS

WHEREAS, District is the sole owner of certain surplus real property, described below; and

WHEREAS, pursuant to Education Code section 17466, at its regular meeting held on June 18, 2025, the District's Board of Education ("Board") adopted Resolution No. 25-053 by two-thirds vote of its members, which declared the Board's intention to sell the surplus real property, established the minimum price and the terms and conditions upon which the property shall be sold, and set a public meeting for October 15, 2025, during which the Board received written and oral bids for the purchase of the property utilizing the competitive bid process described in Education Code Section 17455 et seq.; and

WHEREAS, on October __, 2025, the Board selected the highest responsible bidder for the property and approved this Purchase and Sale Agreement in accordance with Education Code section 17475; and

WHEREAS, District desires to sell said real property on and subject to the terms and conditions contained in this Agreement, and Buyer desires to acquire District's real property.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, District and Buyer agree as follows:

I. THE PROPERTY

District agrees to sell and convey to Buyer, and Buyer agrees to purchase from District, subject to the terms and conditions set forth in this Agreement, the real property described in the legal description attached hereto as **EXHIBIT A**, including all mineral and subsurface rights, if any, together with all appurtenant and development rights ("Property"). The Property is approximately 1.26 acres of land (approximately 54,847 square feet) (APN 061-2558-017-00) that is improved with a three-story school building, containing approximately 32,624 square feet therein, as further described in the attached legal description, and located at 1130 Oxford Street in Berkeley, California.

II. PURCHASE PRICE

A. The Purchase Price. The purchase price for the Property is _____ and 00/100 Dollars (\$_____.00) ("Purchase Price"). The Purchase Price shall be paid as follows:

1. Deposit. The initial bid deposit paid by the Buyer to District on _____, 2025, upon submission of Buyer's bid to District, in the amount of _____ and 00/100 Dollars (\$_____.00) ("Initial Deposit") shall be retained by the District. An additional

deposit of ten percent (10%) of the Purchase Price in the amount of _____ and 00/100 Dollars (\$_____.00) ("Additional Deposit") shall be paid by Buyer concurrently with Buyer's execution of this Agreement. The Additional Deposit shall be payable to the District by certified check or cashier's check. District shall open an escrow with Chicago Title Company, located at 3620 Happy Valley Road, Suite 100, Lafayette, CA 94549 ("Escrow Holder"), attention to Laurie Edwards, by depositing the fully executed Agreement, the Initial Deposit, and Additional Deposit with Escrow Holder. Escrow Holder shall place the Initial Deposit and Additional Deposit (together, "Deposit") into an interest-bearing account as an earnest money deposit with interest accruing to the benefit of the District. The Deposit shall be applied, without interest, to the Purchase Price at close of escrow.

2. Balance of Purchase Price. At least three (3) days prior to Close of Escrow (as defined below), or as instructed by the Escrow Holder, Buyer shall deposit with the Escrow Holder, in immediately available funds for delivery to District at the Close of Escrow, the balance of the Purchase Price in the amount of _____ and 00/100 Dollars (\$_____.00).

B. Payment of Balance Upon Closing. Upon the Close of Escrow, the Deposit (with accrued interest) and the balance of the Purchase Price shall be paid by Escrow Holder to or at the direction of District on account of the Purchase Price.

III. CONDITIONS TO CLOSE

A. Conditions to Buyer's Obligation. Buyer's obligation to purchase the Property under this Agreement is subject to the fulfillment of each of the following conditions, each of which is for the benefit of the Buyer and any or all of which may be waived by Buyer in writing at its option:

1. Delivery of Title. Delivery of title to the Property in the condition set forth in this Agreement.

2. Issuance of a Preliminary Title Report. Issuance of a current preliminary title report by Escrow Holder, with respect to the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters title to the Property, accompanied by legible copies of all documents referred to in the report, and Title Company's commitment to provide CLTA policy of title insurance for the Property.

3. Site Condition Representations. District's representations and warranties with respect to the condition of the Property as set forth in this Agreement. Between the execution of this Agreement and Close of Escrow, District will not have sustained any material loss or damage to the Property.

4. Hazardous Materials Representations. In accordance with Health and Safety Code section 25359.7, District's representations with respect to "Hazardous Substances" (as defined in **EXHIBIT B**) and underground storage, as described in Section VI of this Agreement.

5. District's Performance. District shall have timely performed all of the obligations required by the terms of this Agreement to be performed by District.

6. District's Representations. All representations and warranties made by District to Buyer in this Agreement shall be true and correct as of the execution of this Agreement and as of the Close of Escrow.

IV. CONDITION OF PROPERTY

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE BUYER IS PURCHASING THE PROPERTY IN ITS "AS IS" PHYSICAL AND TITLE CONDITION. The Property is sold in an "As Is" condition, without any warranty, express or implied, and subject to all existing reservations, liens, encumbrances, easements, right-of-ways, and other exceptions to or clouds on title, whether recorded or not. Any removal of title exceptions currently on record shall be at the sole discretion of the District. The District makes no representations, warranties, or guarantees, express or implied, concerning the condition of the Property, the location of property lines, the exact area of the Property, the condition of any improvements on the Property, or any environmental or other conditions affecting the Property, nor with regard to any information it has or does provide regarding the Property. The District does not assume any liability for any possible encumbrances to the Property. The District makes no representation or warranty whatsoever as to existing or future zoning or availability of utilities for Buyer's development of the Property.

V. WARRANTIES OF TITLE

District warrants and represents that:

A. No Pending Litigation. District has not received any notice of pending litigation respecting the Property on or before Close of Escrow.

B. Contracts Concerning the Property. District received no notice of any contracts, licenses, commitments, or undertakings respecting the Property or the performance of services on the Property, or the use of the Property or any part of it by which Buyer would become obligated or liable to any person.

C. Violations. District has not received any notice of any violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property or any improvements on the Property.

D. Material Defects. Except as otherwise disclosed to Buyer in the Offering and Disclosure Documents set forth in the Notice of Sale and Bidding Instructions, issued July 31, 2025, District has not received any notice that, and is not aware of or informed that, any material defect in the Property exists at present or as of the Close of Escrow. The Geotechnical Study is attached hereto as **EXHIBIT C**.

E. Easements Not of Record. District has no knowledge, actual or constructive, and has not received any notice of the title to be conveyed to Buyer being encumbered by any easements, licenses, or other rights not disclosed by the public record, except as otherwise set forth in **EXHIBIT D**.

VI. HAZARDOUS SUBSTANCES

District warrants that District has not received any notice from any local, state, or federal agency of any Hazardous Substances of any type or nature, solid, liquid or gaseous, which exists or has existed above, on, or beneath the Property. To the best of District's knowledge, there has been no use, discharge, release, generation, storage or disposal of in, on, or under

any of the Properties of any Hazardous Substances (as defined in **EXHIBIT B**) except in accordance with applicable law. Further, District agrees that District will not discharge, release, use, generate, store or dispose, or permit or suffer the discharge, release, use, generation, storage or disposal (collectively "**Release**") of any Hazardous Substances above, in, on or under the Property in violation of any environmental law prior to the Close of Escrow. Buyer acknowledges and agrees that the foregoing sentence shall not apply to any Release of Hazardous Substances from outside the Property unless such Release is caused by District. District further warrants that to the best of his knowledge, there is no underground storage tanks located on the Property. District agrees to provide and disclose to Buyer within five (5) days of execution of the Agreement any and all documents in District's possession regarding the existence, use, application or removal of Hazardous Substances on or from the Property including any and all disclosures by current and former tenants of District, if any, of the use or presence of Hazardous Substances on or in the vicinity of the Property.

VII. CONDITIONS TO DISTRICT'S OBLIGATIONS

For the benefit of District, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or District's written waiver thereof, it being agreed that District may waive any or all of such conditions):

A. Buyer's Obligations. Buyer shall have timely performed by the Close of Escrow, all of the obligations required by the terms of this Agreement to be performed by Buyer.

B. Buyer's Representations. All representations and warranties made by Buyer to District in this Agreement shall be true and correct as of the Close of Escrow.

VIII. JOINT INSTRUCTIONS FOR CLOSE OF ESCROW

A. Close of Escrow. Close of Escrow shall occur no later than forty-five (45) days following the District Board's acceptance of Buyer as the successful bidder on October __, 2025 ("Close of Escrow"), or as revised in writing by the Parties, or as requested in writing by the Escrow Holder.

B. Closing Costs. At least three (3) days prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or a certified, bank cashier's or treasury check made payable to Escrow Holder or a confirmed wire transfer of funds, the amount of Escrow Holder's estimate of all closing costs, prorations, and charges payable pursuant to this Agreement.

C. Grant Deed. At least three (3) days prior to the Close of Escrow, District shall deposit with the Escrow Holder the executed and notarized Grant Deed conveying to Buyer good and marketable fee simple title to the Property.

D. Conveyance of Title. At the Close of Escrow, District shall convey to Buyer title to the property, "as is", in fee simple by recordation of the Grant Deed.

E. Delivery of Property. On Close of Escrow, District shall deliver the Property to Buyer in substantially the same condition, reasonable wear and tear excepted, as on the date of this Agreement.

F. Issuance of Title Insurance. Evidence of title to the Property shall be the issuance at Close of Escrow by the Escrow Holder of a CLTA owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in the

condition required by this Agreement and containing such endorsements as Buyer shall require. Indemnification of the unpermitted exception to title shall not be allowed except with the prior consent of Buyer after full disclosure to Buyer of the nature and substance of such exception and indemnity.

G. Fees and Costs. Fees and costs shall be paid as follows:

1. Buyer and District will each pay one-half of the premium of a CLTA title policy, including any requested endorsements.

2. Buyer will pay any premium for any ALTA Extended Coverage Title Insurance Policy and all endorsements requested thereon by Buyer.

3. Buyer shall be responsible, at its sole cost and expense, for BESO and sewer lateral compliance per the City of Berkeley.

4. Because no real property taxes have been assessed against the Property while owned by the District, there shall be no proration of real property taxes against the District. The Buyer shall be responsible for all real property taxes and assessments against the Property upon transfer of title, and any supplemental taxes and assessments, and other real property taxes, assessments, or fees assessed against the Property.

5. Buyer agrees to pay all recording fees and transfer taxes, including the county documentary transfer taxes imposed pursuant to the County Documentary Transfer Tax Act, if any, payable in connection with the recordation of the Grant Deed.

6. Buyer and District will each pay one-half of Escrow Holder's fees.

7. Buyer will pay any other customary charges for document drafting and miscellaneous charges for the Title Company.

8. District has engaged Norheim & Yost to assist the District with the sale of the Property. Two-and-a-half percent (2.5%) commission shall be paid to Norheim & Yost for representing the District from the sale proceeds upon closing. Buyer shall be solely responsible for any buyer's agent commission, which shall not come out of sale proceeds.

9. If, as a result of no fault of the Parties, escrow fails to close or Buyer determines it is not satisfied with the Property for its proposed project, Buyer and District shall share equally all of Escrow Holder's fees and charges. Escrow Holder shall return the Deposit, without interest, to Buyer, and any interest accrued on the Deposit shall be paid to District, in this event.

10. In the event this escrow fails to close through the fault of District, District shall pay any and all escrow costs and expenses and Buyer shall be at no expense with respect to the same. Escrow Holder shall return the Deposit, without interest, to Buyer, and any interest accrued on the Deposit shall be paid to District, in this event.

11. In the event this escrow fails to close through the fault of Buyer, Buyer shall pay any and all escrow costs and expenses and District shall be at no expense with respect to the same. Escrow Holder shall transmit the Deposit, with interest, to District in this event.

IX. BUYER'S REPRESENTATIONS AND WARRANTIES

In consideration of District entering into this Agreement and as an inducement to District to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by District (the continued truth and accuracy of which shall constitute a condition precedent to District's obligations hereunder):

A. Authority of Executing Officer. The individual executing this Agreement on behalf of Buyer represents, for the benefit of District, that he is duly authorized to execute and deliver this Agreement on behalf of Buyer.

B. Validity of Buyer's Representations and Warranties at Close of Escrow. The representations and warranties of the Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

X. DISTRICT'S REPRESENTATIONS AND WARRANTIES

A. District and its Board, trustees, officers, employees, representatives and agents (including, without limitation, Norheim & Yost) make no representation or warranty concerning any matter or thing affecting or relating to the Property, except to the extent specifically stated in this Agreement. Buyer acknowledges that: (i) except as expressly contained in this Agreement, neither District, nor anyone acting for or on behalf of District (including, without limitation, Norheim & Yost), has made any representation, statement, warranty or promise to Buyer concerning the physical aspects and condition of the Property, any dimensions or specifications of the Property, the feasibility, desirability or convertibility of the Property into any particular use, the zoning, building and land use restrictions applicable to the Property, the presence of toxic wastes and Hazardous Substances or materials in, on or under the Property; (ii) in entering into this Agreement, Buyer has not relied on any representation, statement, warranty or promise of District, or anyone acting for or on behalf of District (including, without limitation, Norheim & Yost), other than as expressly contained in this Agreement; and (iii) all matters concerning the Property shall be independently verified by Buyer and that Buyer shall purchase the Property on Buyer's own examination thereof (or its election not to do so) and that Buyer is purchasing the Property in its "**AS IS**" physical condition. Buyer assumes the risk that adverse physical, environmental, or other conditions may not have been revealed by its investigation. Without limiting the foregoing, District shall have no liability or responsibility to Buyer for any remediation or investigation concerning Hazardous Substances on or under the Property except to the extent District is aware of such investigation and/or remediation and fails to disclose that information to Buyer. The provisions of this Section shall survive Close of Escrow or termination of this Agreement.

B. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from District, District make the following representations and warranties, each of which is material and is being relied upon by Buyer (the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

1. District's Authority to Execute Agreement. District warrants: (i) that District is legally authorized and able to execute this Agreement and constitutes all persons with a legal interest in the Property necessary to convey clear title to a fee simple interest in the Property; and (ii) that District has the legal right to enter into this Agreement and to consummate the transaction contemplated by this Agreement.

2. Validity of District's Representations and Warranties at Close of Escrow. The representations and warranties of the District set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time. District shall promptly notify Buyer of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow.

3. License to Enter Property. District and Buyer acknowledge and agree that through the Close of Escrow, Buyer shall have the right to enter upon and access the Property with advance written notice to District. The Buyer shall comply with all applicable federal, State, and local laws with respect to the Property. To the extent Buyer requires access to the property prior to the close of escrow for any purpose permitted in the Purchase and Sale Agreement, Buyer shall, before entering the Property, secure and maintain and cause any of its contractors, subcontractors, consultants, and representatives entering the Property to secure and maintain, a combined, single-limit commercial general liability insurance policy in the amount of not less than One Million Dollars (\$1,000,000), naming District, its Board of Education, officers, employees, agents, and representatives as an additional insured to insure against damages, claims, charges, costs, and other expenses related to or arising out of any activities on or about the Property by the Buyer and/or its contractors, subcontractors, consultants and/or representatives. Buyer shall have accepted the Property in its current and "AS IS" condition, subject only to the accuracy of District's representations and warranties set forth in this Agreement.

XI. INDEMNIFICATION

To the furthest extent permitted by California law, Buyer shall indemnify and hold harmless the District and its Board, trustees, officers, employees, representatives, and agents (including, without limitation, Norheim & Yost) from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any misrepresentations or breach of warranty or breach of covenant made by Buyer in this Agreement or in any document, certificate, or exhibit given or delivered to District pursuant to or in connection with this Agreement. The indemnification provisions of this Section shall survive the delivery of the Grant Deed and transfer of title or, if title is not transferred pursuant to this Agreement, any termination of this Agreement.

XII. TERMINATION

A. Buyer's Termination for Cause. In the event of a material default by District, the Agreement shall not be terminated automatically, but only upon delivery to Escrow Holder and District of written notice of termination from Buyer. Upon Buyer's delivery of notice to terminate, Buyer shall be entitled to pursue any and all legal remedies to which it is entitled at law and in equity, including but not limited to judicial action seeking specific performance and/or damages.

B. **District's Termination for Cause and Liquidated Damages.** If the Buyer defaults in any obligations hereunder, District's sole remedy shall be to rescind this Agreement and retain or receive payment of the Deposit in escrow at the time of the default. This amount constitutes liquidated damages for such default ("Liquidated Damages"), and is the District's sole and exclusive remedy against Buyer. The Parties agree that this is a reasonable sum considering all of the circumstances existing on the date of this Agreement, including the relationship of the sum to the range of harm to District that reasonably could be anticipated, and the anticipation that proving actual damages would be costly, impractical, and extremely difficult. In placing their initials at the places provided below, each Party agrees to this liquidated damages provision and confirms the accuracy of the statements in this paragraph and the fact that each Party has either sought counsel who explained the consequences of this liquidated damages provision at the time this Agreement was made or waived the right to seek counsel for this purpose. In consideration of the payment of such liquidated damages, District shall be deemed to have waived all other claims for damages or relief at law or in equity (including any rights District may have pursuant to Civil Code sections 3389 and 1680).

Buyer's Initials: _____

District's Initials: _____

XIII. GENERAL PROVISIONS

A. **Applicability of School Impact Fees.** The District is exempt from Senate Bill 937 and Senate Bill 330. The Property is and at all times shall remain subject to the payment of school impact fees to mitigate the impacts of development on school facilities, which is payable prior to the issuance of building permits for construction of any structures on the Property, and is payable at the rate in effect at the time building permits are pulled.

B. **Time of Essence.** Time is of the essence of each provision of this Agreement in which time is an element.

C. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to District:

Berkeley Unified School District
Attn: John Calise, Assistant Superintendent
2515 Ninth Street
Berkeley, CA 94710
Fax: 510.644.8983
johncalise@berkeley.net

If to Buyer:

[BUYER NAME]
Attn: [NAME, TITLE]
[ADDRESS]
[CITY, CA ZIP]
Fax: _____

With copies to:

Jessika K. Johnson, Esq.
Dannis Woliver Kelley
200 California Street, Suite 400
San Francisco, CA 94111
Fax: 415.543.4384
jjohnson@DWKesq.com

Norheim & Yost
Attn: Steve Smith and Elena Holsman
732 Addison Street, Suite C
Berkeley, CA 94710
Fax: 510-665-1390
ss@noryost.com
eh@noryost.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

D. Entire Agreement of Parties. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the District and the Buyer.

E. Joint and Several Liability. If Buyer in this Agreement is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations and representations of Buyer under this Agreement.

F. California Law. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

G. Disputes. Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Alameda, State of California.

H. Attorneys' Fees. If either Party files any action or brings any proceedings against the other arising out of this Agreement, or is made a Party to any action or proceeding brought by the Escrow Holder or Title Company, then, as between the Parties, each Party shall be responsible for its own costs and fees in connection with such action or proceeding.

I. Waiver. No waiver by either Party of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any

other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law or in equity.

J. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

K. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties.

L. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid, or illegal.

M. Survival of Warranties, Covenants, and Obligations. Only the warranties, covenants, and obligations of each of the Parties expressly specified in this Agreement shall survive the Close of Escrow through which the purchase is consummated.

N. Incorporation of Recitals and Exhibits. The Recitals and the Exhibits attached to this Agreement are hereby incorporated into this Agreement by reference.

O. Counterparts and Copies. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. A photocopy or electronic copy of the executed Agreement shall have the same force and effect as an original for all purposes.

[SIGNATURES AND EXHIBIT FOLLOW.]

The Parties have executed this Agreement on the dates indicated below, but to be effective upon the Effective Date indicated on the first page.

DISTRICT:

BERKELEY UNIFIED SCHOOL DISTRICT

BUYER:

[NAME]

By: _____
Enikia Ford Morthel, M. Ed.,
Superintendent

By: _____
[Name, Title]

Date: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

For [APN/Parcel ID\(s\): 061-2558-017-00](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BERKELEY, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BLOCK FOUR (4), MAP OF GRAND VIEW TERRACE, BERKELEY, FILED FOR RECORD MAY 20, 1907, IN [BOOK 23, PAGE 4](#), OF MAPS.

EXHIBIT B

(HAZARDOUS SUBSTANCES)

As used in this Agreement, the term "hazardous substances" means any hazardous, toxic, and/or harmful substance, material, component, subcomponent, product, byproduct, and/or waste that is now, or will become, regulated or prohibited pursuant to all applicable laws, regulations, ordinances, and binding actions of the United States Government, the State of California, a local governmental authority, or any subdivision thereof, including, but not limited to, the United States Environmental Protection Agency, the California Environmental Protection Agency and its constituent boards, departments, and offices (including, but not limited to, the State Water Resources Control Board, Regional Water Quality Control Boards, Department of Toxic Substances Control, and Department of Pesticide Regulation), the State Department of Public Health, and local governmental operations equivalent thereto.

Furthermore, the term "hazardous substances" as used in this Agreement includes, without limitation, any substance, material, component, subcomponent, product, byproduct, or waste that is or may be reasonably defined as: (i) "hazardous waste" under Section 6903(5) of the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*); (ii) a "hazardous substance" under Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act ("Superfund") (42 U.S.C. § 9601 *et seq.*); (iii) a "toxic pollutant" under Section 1317(a) of the Federal Water Pollution Control Act (33 U.S.C. § 1311 *et seq.*); (iv) a "contaminant" under Section 300f(6) of the Safe Drinking Water Act (42 U.S.C. § 300f *et seq.*); (v) material creating "unreasonable adverse effects on the environment" under Section 136(z)(bb) of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 *et seq.*); (vi) "hazardous air pollutants" under Section 7412(b) of the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (vii) a "byproduct material" under Section 2014(e) of the Atomic Energy Act (42 U.S.C. § 2011 *et seq.*); (viii) a "hazardous substance" under Section 13050(p) of the Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); (ix) "hazardous waste" under Section 25117(a) of the Hazardous Waste Control law (Health and Safety Code § 25100 *et seq.*); (x) "hazardous waste" under Section 25208.2(k) of the Toxic Pits Cleanup Act (Health and Safety Code § 25208 *et seq.*); (xi) "hazardous waste" under Section 25159.12 of the Toxic Injection Well Control Act (Health and Safety Code § 25159.10 *et seq.*); (xii) a "hazardous substance" under Section 252814(h) of the Underground Storage of Hazardous Substances Law (Health and Safety Code § 25280 *et seq.*); (xiii) a "hazardous substance" under Section 25316 of the Carpenter-Presley-Tanner Hazardous Substance Account Law (Health and Safety Code § 25300 *et seq.*); (xiv) a "hazardous material" under Section 25395.74 of the California Land Reuse and Revitalization Act (Health and Safety Code § 25395.60 *et seq.*); (xv) a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501(p-r) of the Hazardous Materials Release Response Plans and Inventory law (Health and Safety Code § 25500 *et seq.*); (xvi) substances regulated under the Toxic Mold Protection Act (Health and Safety Code § 21600 *et seq.*); (xvii) chemicals of carcinogenic and reproductive toxicity regulated under the Safe Drinking Water and Toxic Enforcement Act (Proposition 65) (Health and Safety Code § 25249.5 *et seq.*); (xviii) "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," a "hazardous substance," or a "hazardous material," as those terms are defined, in relation to the terms and conditions of this Agreement and this Exhibit, throughout Division 20, Chapters 1 through 20, inclusive, of the Health and Safety Code; (xix) petroleum; (xx) methyl tert-butyl ethers (MTBEs); (xxi) asbestos; (xxii) lead; (xxiii) mercury; (xxiv) dichlorodiphenyltrichloroethane (DDT); (xxv) polychlorinated biphenyl (PCBs); and (xxvi) chlorofluorocarbons (CFCs).

EXHIBIT C
([Geotechnical Study](#))

EXHIBIT D
(Encumbrances)



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One 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.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Semiko Prim
Authorized Officer or Agent





CHICAGO TITLE COMPANY

ISSUING OFFICE: 1200 Concord Ave, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
3620 Happy Valley Rd, Suite 100 • Lafayette, CA 94549
510-451-8888 • FAX 510-943-3886

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Update A

Title Officer: Allan Gilmore
Email: allan.gilmore@titlegroup.fntg.com
Title No.: FWAC-3622500137B

Escrow Officer: Laurie Edwards
Email: Laurie.Edwards@ctt.com
Escrow No.: FWAC-3622500137 -LE

TO: Norheim & Yost
732 Addison St., Suite C
Berkeley, CA 94710
Attn: Elena Holsman
Your Ref No.:

PROPERTY ADDRESS(ES): 1130 Oxford, Berkeley, CA

EFFECTIVE DATE: July 2, 2025 at 07:30 AM

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

CLTA Standard Coverage Owner's Policy - 2022

ALTA Loan Policy 2021

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

Berkeley Unified School District of Alameda County, who acquired title as The Board of Education of the Town of Berkeley and The Berkeley School District of Alameda County, California

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 061-2558-017-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BERKELEY, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BLOCK FOUR (4), MAP OF GRAND VIEW TERRACE, BERKELEY, FILED FOR RECORD MAY 20, 1907, IN BOOK 23, PAGE 4, OF MAPS.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2025-2026.
2. There were no taxes levied for the fiscal year 2024-2025 as the property was vested in a public entity.
3. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
5. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
6. The Land lies within the boundaries of the Mello-Roos Community Facilities as follows:

CFD No.: 2014-1
For: County of Alameda California Home Finance Authority Community Facilities District (Clean Energy)
Disclosed by: Maps of Assessment and Community Facilities Districts in Map Book 18, Page 65
Filing Date: August 24, 2015
Recording Date: August 24, 2015
Recording No.: 2015235594, of Official Records

7. The herein described property lies within the boundaries of a Mello-Roos Community Facilities District (CFD) as follows:

CFD No: Community Facilities District No. A/C-3
For: East Bay Regional Park District
Disclosed by: Notice of Special Tax Lien
Recording Date: January 31, 2019
Recording No.: [2019-15593, Official Records](#)

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City of Berkeley, County of Alameda. The tax may not be prepaid.

Further information may be obtained by contacting:

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605
Attention: Chief Financial Officer

EXCEPTIONS
(continued)

8. A pending assessment for Mello-Roos Community Facilities for City of Berkeley Special District No. 2008-1 (Sustainable Energy Financing District) disclosed by map filed July 31, 2008, Book 17 of Maps of Assessment and Community Facilities Districts, Page 19, Alameda County Records.
9. Any right of the United States or the State of California to recover against the owner or against the transferee of said land or any portion thereof by reason of advances of Federal or State Funds made under any Law Applicable to Financing of School Property.
10. Intentionally Deleted.
11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
12. Any claims for mechanics' or materialman's liens that may be recorded by reason of a recent work of improvement under construction and/or completed at the date hereof.
13. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

14. If extended coverage title insurance will be requested, or if this report has been issued to facilitate a request for extended coverage title insurance, then the following would also be exceptions to coverage:

Any facts, rights, interests or claims which are not disclosed by the public records but which could be ascertained by making inquiry of the parties or persons in possession of the herein described land.

Any easements, liens (including but not limited to any Statutory Liens for labor or materials arising from any on-going or recently completed works of improvement), encumbrances, facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of the herein described land.

Discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other facts which a correct survey of the herein described land would disclose which are not shown by the public records and the requirement that said survey meets with the minimum standards for ALTA/NSPS land title surveys.

15. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

EXCEPTIONS
(continued)

16. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Berkeley Unified School District of Alameda County, who
acquired title as The Board of Education of the Town of
Berkeley and The Berkeley School District of Alameda
County, California

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

END OF EXCEPTIONS

NOTES

- Note 1.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Commercial Property, known as 1130 Oxford, Berkeley, CA, to an Extended Coverage Loan Policy.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- Note 3.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 4.** The below cities impose a city transfer tax on real property transfers, as mandated through local ordinance pursuant to R&T Code 11911. If the herein described property lies within city limits, please visit the below site for current rates:

Alameda: www.alamedaca.gov
Albany: www.albanyca.org
Berkeley: www.berkeleyca.gov
El Cerrito: www.el-cerrito.org
Emeryville: www.ci.emeryville.ca.us
Hayward: www.hayward-ca.gov
Oakland: www.oaklandca.gov
Piedmont: www.piedmont.ca.gov
Richmond: www.ci.richmond.ca.us
San Leandro: www.sanleandro.org
San Francisco: www.sf.gov
- Note 5.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 6.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 7.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 8.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

NOTES
(continued)

- Note 9.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 10.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 11.** Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;

- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is

necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abuts the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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 Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 10,000.00 |
| Covered Risk 18: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 19: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 21: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 5,000.00 |

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

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 Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 10,000.00 |
| Covered Risk 18: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 19: | 1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 21: | 1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less) | \$ 5,000.00 |

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

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 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. 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 deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

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:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

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 at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

Notice of Available Discounts

(continued)

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

MILITARY RATE (SLTC)

A discount of twenty percent (20%) off the purchase transaction closing and settlement fee or a discount of One Hundred And No/100 Dollars (\$100.00) off the refinance closing and settlement fee, will be applied when the loan is guaranteed by the United States Veterans Administration and the escrow fee is being paid by the consumer and is listed as paid by borrower on the Closing Disclosure and final Settlement Statement.