

# The GRUBB Co.

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

## RECEIPT FOR DOCUMENTS

Listing Agent: Helene Barkin

Property Address: 27 Sheridan Road OAKLAND

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

1. Multiple Listing Service print out.
2. Public records.
3. Supplemental Statutory Disclosures (SSD).
4. RETDS (Seller's Transfer Disclosure Statement) dated 4/23/06 + Sellers Agents Statement 5/8/06
5. The GRUBB Co. Supplemental Disclosure Statement dated 4/23/06 + Supplemental addendum 5/6/06
6. Oakland Ordinance Addendum.
7. Lead Based Paint Hazards Disclosure dated 3/24/2006.
8. Water Heater Compliance Statement.
9. Smoke Detector Compliance Statement.
10. Arbitration of Disputes / Liquidated Damages Disclosure.
11. Hazard Zone Disclosure Report by JCP Geologists or Disclosure Source dated 5/1/2006.
12. California Tax Data dated 5/1/2006.
13. Structural Pest Control Report by For Clark dated 5/09/2006.
14. Copy of "The Homeowner's Guide to Earthquake and Safety and Environmental Hazards".
15. Notice of Your "Supplemental" Property Tax Bill.
16. Interstate Roofing later for work completed 4/25/2006 and bid for work proposed dated March 26, 2006
17. FIRST American Title Preliminary Title Report with Renee Hanger

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

M.T. Zhi 5/11/2006  
Seller Date

Buyer Date

Charlotte L. Brown 5/11/2006  
Seller Date

Buyer Date

Agent Representing Buyer: \_\_\_\_\_

2006 FEB

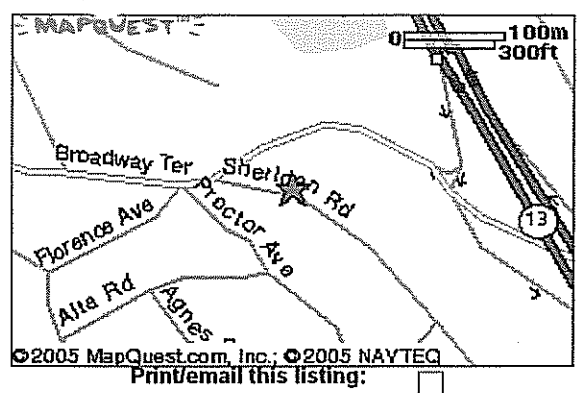


**RESIDENTIAL**  
**Detached**

List Price  
**\$1,275,000**

Status  
**New**

Virtual Tour Link



**27 SHERIDAN RD**

Two Story

List Date: 5/8/2006

Off Mkt Date:

Pend Date:

COE Date:

Orig. Price: \$1,275,000

Sold Price:

DMLS: 0 DOM: 0

Unit:

MLS Number: 40164790

OAKLAND, CA 94618-2528

Area: 2618

**Bedrooms:** 3    **Yr Blt:** 1996    **Garage?:** Yes  
**Baths/Par:** 2 / 1    **Age:** 10    **Spaces:** 2  
**Sq Ft:** 2157    **Acres:** 0.10    **Fireplaces:** 1  
**Source:** Public Records    **Lot SF:** 4420    **Pool:** No  
**D/N/S:** UPPER ROCKRIDGE    **Total Rms:** 8  
**Bldr/Arch:** Cameron/Jarvis    **New Subdiv:** No  
**Model:**    **Const St:** Existing  
**Remarks:**    **List \$/SqFt:** \$591  
Stunning Golden Gate Bridge views in this sun filled Jarvis Architects designed craftsman inspired home with level garden. Wonderful galley style kitchen with breakfast room and family room that opens to terrace and patio at either end. All bedrooms on same level. Level in from garage.

**No. of Units:**    **Complex:**  
**%OwnOcc:**    **Pets:**  
**Unit's Floor:**    **Unit**  
**TIC%:**    **Feat:**  
**Type Own:**  
**HOA?:** No    **Name:**  
**Fee:** \$    **Litigation:**    **Tms Fee:**  
**Amenities:**  
**Fees Incl:** RECEIVED & READ  
**Docs:**  
**New Subdiv:**  
**Sales Ofc:**

**Confid.** NSTT. Sq. ft. not verified or guaranteed.  
**Remarks:**  
**Occ. By:** Owner    **Name:** Charlene & Mike    **Occ. Phone:**    **Lockbox?:** Yes    **Frnt Door** 5/11  
**Show Info:** Just go after 5/11    **24 Hr. Notice Reqd?:** No    **Associated Docs Available:** 0  
**Directions:** Broadway Terrace>Sheridan    **Cross St:** Broadway Terrace    **Thomas Bros. Map:** 630C6

**List Type:** Excl Right    **Comp Selling Ofc:** 2.5    **Dual/Variable:** No    **Listing Service:** Full Service  
**Listing Ofc:** THE GRUBB CO. INC.    **Off (510) 652-2133**    **Office Fax(510) 652-0114**  
**Listing Agt:** HELENE BARKIN - (510) 652-2133 ext. 424    **HBARKIN@GRUBBCO.COM**  
**Co-List:**

**Zoning:** 1001    **APN:** 048B713800300    **Census Tract:** 4042.00    **Point of Sale Ord.:** No    **City Transfer Tax:** Yes

**Bath, Master:** Stall Shower, Sunken Tub, Tile, Tub with Jets    **Lvl, Street:** 0.5 Bath, Main Entry  
**Baths, Other:** Shower Over Tub, Tile, Tub    **Lvl, Upper:**  
**Cooling:** No Air Conditioning, Other    **Lvl, Lower:** 3 Bedrooms, 2 Baths, Master Bedrm Suite - 1  
**Disabled:**    **Kitchen:** 220 Volt Outlet, Breakfast Nook, Counter - Tile, Dishwasher, Eat In Kitchen, Garbage Disposal, Gas Range/Cooktop, Island, Microwave, Pantry, Range/Oven Free Standing, Refrigerator  
**Disclosure:** Other - Call/See Agent  
**Equipment:** Fire Alarm System, Garage Door Opener, Satellite Dish - Owned, Stereo Speakers Built-In, Water Heater Gas, Window Coverings  
**Exterior:** Stucco    **Pool:** None  
**Fireplace:** Living Room, Woodburning    **Possess:** COE  
**Flooring:** Tile, Wall to Wall Carpeting, Wood    **Rms, Addl:** Basement Unfinished, Dining Area, Family Room, Formal Dining Room, Kitchen/Family Combo  
**Foundation:** Crawl Space, Partial Basement, Raised    **Roof:** Composition Shingles  
**Garage:** Attached Garage, Enclosed Garage, Garage Parking, Guest Parking, Int Access From Garage    **Style:** Craftsman  
**Heating:** Forced Air 1 Zone, Gas    **Terms:** Cash, Conventional  
**Insp/Rpts:** Pest Control, Roof Inspection    **Wtr/Sewr:** Sewer System - Public, Water - Public  
**Laundry:** 220 Volt Outlet, Hookups Only, In Laundry Room    **View:** Bay, Bay Bridge, City Lights, Golden Gate Bridge, San Francisco, Water  
**Lot Desc:** Down Slope, Regular    **Yard Desc:** Back Yard, Deck(s), Fenced, Garden/Play, Patio, Sprinklers Automatic, Sprinklers Back, Sprinklers Front, Terraced Back, Terraced Down  
**School Dist:** Oakland (510) 879-8111    **Elem:** Call School District    **Jr Hi:** Call School District    **Sr Hi:** Call School District

**Sold By:**  
**Sale Price:**    **Sale \$/Orig \$:**    %    **Sale \$/Last \$:**    %    **List \$/SF:** \$ 591    **Sale \$/SF:** \$    **DMLS:** 0    **DOM:** 0  
**Credits:**    **Sale Terms:**

= METRO CAN PROPERTY PROFILE =  
Alameda (CA)

OWNERSHIP INFORMATION

Parcel Number :048B 7138 003 00  
Owner :Robinson Michael T & Charlene L  
CoOwner :  
Site Address :27 Sheridan Rd ( No Mail ) Oakland 94618  
Mail Address :27 Sheridan Rd ( No Mail ) Oakland Ca 94618  
Owner Phone :  
Tenant Phone :

SALES AND LOAN INFORMATION

Transferred	:04/16/2003	Loan Amount	:\$380,000
Document #	:221276	Lender	:Pacific Guarantee
Sale Price	:	Loan Type	:Conventional
Deed Type	:Interspousal	Interest Rate	:Adjustable
% Owned	:100	Vesting Type	:Married Persons

ASSESSMENT AND TAX INFORMATION

Land	:\$159,105	Exempt Type	:Homeowners
Structure	:\$371,245	Exempt Amount	:\$7,000
Other	:	Incorporated	:Yes
Total	:\$530,350	Tax Rate Area	:17001
% Improved	:70	05-06 Taxes	:\$7,878.30

PROPERTY DESCRIPTION

Map Grid :630-636 C6  
Census :Tract :4042.00 Block :1  
Land Use :110 Res, Single Family Residence

PROPERTY CHARACTERISTICS

TotalRms :8	Pool :	Lot Acres :.10	Bldg Matl :Frame
Bedrooms :3	Units :	Lot SqFt :4,420	Bldg Shape :L-shape
Bathrms :2.5	Bldg Num :1	Bldg SqFt :2,157	Bldg Class :7.5
Stories :	Elevator :No	Year Blt :1996	View Qual :Good
Unit Flr :	Garage :Garage	Eff YrBlt :1996	Topography :Hilly

# Transfer History

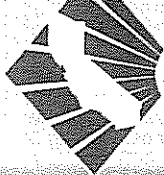
Property ID: 048B 7138 003 00

Buyer	: Robinson Michael T/Charlene L	Price	:
CoOwner	:	Xfered:	04/16/2003
Title	: Alliance Title	Doc #	: 221276
Lender:	Pacific Guarantee Mortgage	Deed	: Interspousal
Loan	: Conventional	Vest	: Married Persons
Loan\$	: \$380,000	%Owned:	100
Rate	: Adjustable	\$/SqFt:	0.00

Buyer	: Robinson Michael T	Price	: \$445,000
CoOwner	:	Xfered:	10/27/1995
Title	: Old Republic Title	Doc #	: 252111
Lender:	Chemical Residential Mortgage	Deed	: Grant Deed
Loan	: Conventional	Vest	:
Loan\$	: \$352,300	%Owned:	100
Rate	: Fixed	\$/SqFt:	206.31

Buyer	: Black Henry/Anni J	Price	: \$85,000
CoOwner	:	Xfered:	08/12/1994
Title	: Old Republic Title	Doc #	: 278341
Lender:	Lamorinda National Bank	Deed	: Grant Deed
Loan	: Construction	Vest	:
Loan\$	: \$255,750	%Owned:	100
Rate	: Variable	\$/SqFt:	39.41

Buyer	: Rohrer Doris T Tr	Price	:
CoOwner	:	Xfered:	01/19/1993
Title	:	Doc #	: 16710
Lender:		Deed	:
Loan	:	Vest	:
Loan\$	:	%Owned:	100
Rate	:	\$/SqFt:	0.00



# DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

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

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

## SELLER'S AGENT

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

To the Seller:

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

To the Buyer and the Seller:

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

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

## BUYER'S AGENT

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

To the Buyer:

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

To the Buyer and the Seller:

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

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

## AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

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

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

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

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

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

BUYER/SELLER

Date 3-29-2006 Time 9:00 AM/PM AM

BUYER/SELLER

Date 3-29-2006 Time  AM/PM AM

AGENT

(Please Print)

(Associate-Licensee or Broker Signature)

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

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

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by

Date 5-7-06





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
DISCLOSURE, ACKNOWLEDGEMENT AND ADDENDUM  
For Pre-1978 Housing Sales, Leases, or Rentals**

(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: ☒ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☐ other: \_\_\_\_\_

dated \_\_\_\_\_, on property known as: 27 Sheridan Road ("Property")  
in which \_\_\_\_\_ is referred to as Buyer or Tenant  
and Charlene and Michael Robinson is referred to as Seller or Landlord.

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

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

**1. SELLER'S OR LANDLORD'S DISCLOSURE**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

M.T. Izh...

3-28-2006

Seller or Landlord

Date

Charlene L. Robinson

3-29-2006

Seller or Landlord

Date

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FLD REVISED 1/03 (PAGE 1 OF 2) Print Date Dec 04

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

Reviewed by [Signature] Date 5-9-06



MASTER COPY

Property Address:

27 Jordan Road

Date

3/29/2006

**2. LISTING AGENT'S ACKNOWLEDGMENT**

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

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

Grech Company  
Agent (Broker representing Seller) Please Print

By Heaven B. L. 3/29/2006  
Associate-Licensee or Broker Signature Date

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

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

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

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

Buyer or Tenant

Date

Buyer or Tenant

Date

**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

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

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

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

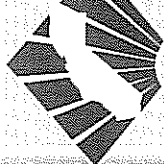
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1. Seller makes the following disclosures with regard to the real property or manufactured home described as 27 Sheridan Road situated in Oakland, County of Alameda, Assessor's Parcel No. 048B 713800300, California ("Property").

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

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

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

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

Seller M. T. Johnson Date 4-23-2006  
Seller Charles F. Johnson Date 4-23-2006

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

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

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

Agent (Broker Representing Seller) \_\_\_\_\_

By Valerie Boyl Date \_\_\_\_\_  
(Associate-Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_  
(Associate-Licensee or Broker Signature)

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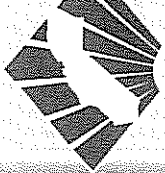
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THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF OAKLAND  
COUNTY OF ALAMEDA, STATE OF CALIFORNIA,  
DESCRIBED AS 27 SHERRIDAN ROAD

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) 4-20-2006. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

### I. COORDINATION WITH OTHER DISCLOSURE FORMS

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

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

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

### II. SELLER'S INFORMATION

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

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

Seller ☐ is ☒ is not occupying the property.

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

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Range                | <input checked="" type="checkbox"/> Oven   | <input checked="" type="checkbox"/> Microwave                       |
| <input checked="" type="checkbox"/> Dishwasher           | <input type="checkbox"/> Trash Compactor   | <input checked="" type="checkbox"/> Garbage Disposal                |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Smoke Detector(s)  | <input checked="" type="checkbox"/> Rain Gutters                    |
| <input type="checkbox"/> Burglar Alarms                  | <input checked="" type="checkbox"/> Satellite Dish   | <input type="checkbox"/> Fire Alarm                                 |
| <input type="checkbox"/> TV Antenna                      | <input type="checkbox"/> Central Air Conditioning  | <input type="checkbox"/> Intercom                                   |
| <input checked="" type="checkbox"/> Central Heating      | <input checked="" type="checkbox"/> Sprinklers   | <input type="checkbox"/> Evaporator Cooler(s)                       |
| <input type="checkbox"/> Wall/Window Air Conditioning    | <input type="checkbox"/> Sump Pump   | <input type="checkbox"/> Public Sewer System                        |
| <input type="checkbox"/> Septic Tank                     | <input type="checkbox"/> Built-in Barbecue   | <input type="checkbox"/> Water Softener                             |
| <input checked="" type="checkbox"/> Patio/Decking        | <input type="checkbox"/> Pool  | <input type="checkbox"/> Gazebo                                     |
| <input type="checkbox"/> Sauna                           | <input type="checkbox"/> Child Resistant Barrier*  | <input type="checkbox"/> Spa  |
| <input type="checkbox"/> Hot Tub                         | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s)*   | <input checked="" type="checkbox"/> Locking Safety Cover*           |
| <input type="checkbox"/> Locking Safety Cover*           | <input type="checkbox"/> Not Attached  | <input checked="" type="checkbox"/> Number Remote Controls <u>1</u> |
| <input type="checkbox"/> Security Gate(s)                | <input type="checkbox"/> Solar   | <input type="checkbox"/> Carport                                    |
| Garage: <input checked="" type="checkbox"/> Attached     | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped*                                    | <input type="checkbox"/> Electric                                   |
| Pool/Spa Heater: <input type="checkbox"/> Gas            | <input type="checkbox"/> Well  | <input type="checkbox"/> Private Utility or Other _____             |
| Water Heater: <input checked="" type="checkbox"/> Gas    | <input type="checkbox"/> Bottled   |   |
| Water Supply: <input checked="" type="checkbox"/> City   | <input type="checkbox"/> Window Security Bars <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* |   |
| Gas Supply: <input checked="" type="checkbox"/> Utility  |  |   |
| <input type="checkbox"/> Window Screens                  |  |   |
| Exhaust Fan(s) in _____ 220 Volt Wiring in _____         | Fireplace(s) in _____  |   |
| <input type="checkbox"/> Gas Starter _____               | Roof(s): Type: _____ Age: <u>10 YEARS</u> (approx.)  |   |
| <input type="checkbox"/> Other: _____                    |  |   |

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

(\*see footnote on page 2)

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TDS REVISED 10/03 (PAGE 1 OF 3) Print Date BDC Oct 03

MASTER COPY

Buyer's Initials (                      ) (                      )

Seller's Initials (                      ) (                      )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 27 SHERIDAN ROAD, OAKLAND Date: 4-23-2006

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

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

(Describe: ① Minor leak in roof above family room  
② Minor leak in ceiling of bedroom below kitchen

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

- ① Leak is result of deteriorating seal around satellite TV support. Recently repaired by professional roofer.  
② Leak resulted from leak in plumbing under kitchen sink. Repaired by professional plumber.

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

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

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

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

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

Seller M.T. Tzou Date 4-23-2006

Seller Charlene L. Robinson Date 4-23-2006

Buyer's Initials ( ) ( )  
Seller's Initials ( MM ) ( CR )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 27 Sherwood Road Oakdale CA Date: \_\_\_\_\_

### III. AGENT'S INSPECTION DISCLOSURE

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

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

☐ Agent notes no items for disclosure.

☒ Agent notes the following items: See attached addendum

Agent (Broker Representing Seller) Grech Co

(Please Print)

By Helen Port

(Associate Licensee or Broker Signature)

Date 5/1/2006

### IV. AGENT'S INSPECTION DISCLOSURE

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

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

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: \_\_\_\_\_

Agent (Broker Obtaining the Offer) \_\_\_\_\_

(Please Print)

By \_\_\_\_\_

(Associate Licensee or Broker Signature)

Date \_\_\_\_\_

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

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

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

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

Agent (Broker Representing Seller) \_\_\_\_\_

(Please Print)

By \_\_\_\_\_

(Associate Licensee or Broker Signature)

Date \_\_\_\_\_

Agent (Broker Obtaining the Offer) \_\_\_\_\_

(Please Print)

By \_\_\_\_\_

(Associate Licensee or Broker Signature)

Date \_\_\_\_\_

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

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

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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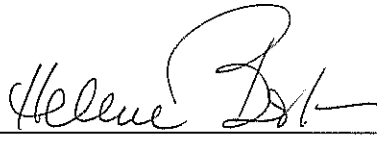
Published by the  
California Association of REALTORS®



**Sellers Agents Transfer Disclosure Statement for 27 Sheridan Road Oakland**

1. Beech wood floors have been recently refinished and the home has been painted. Prior to painting there were two areas on the ceiling that had discoloration: in the family room off the kitchen and in the bedroom with no view on the lowest level. Sellers have had professionals out to diagnose and make repairs prior to painting (see Sellers Disclosures).
2. This property is in the Hillcrest School District, but this does not automatically guarantee entrance into Hillcrest School. Buyers should check with the school district
3. Cell phone use can be impeded on Sheridan Road in that it often cuts off in front of the house
4. Square footage on multiple listing is based on property tax records and has not been measured or verified by sellers or sellers agent
5. Window in kitchen facing uphill seems to have seal that has failed, window is a bit cloudy
6. At the back of the house looking to the left, when facing the house, under master bedroom window, the stucco has deteriorated, sellers have placed a block of wood in front of this area
7. The two drawers on either side of the stove are hung a bit off center
8. Master bathroom toilet hums when flushed

By Sellers Agent



Date

5/8/06

Buyer

Date

Buyer

Date

Seller

Date

Buyers Agent

Date

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

## SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 27 SHERIDAN ROAD OAKLAND, CA 94618

Seller(s) Name Charlene and Michael Robinson

As of (Date) 4-20-2006

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

- |   | Yes                                 | No                                  | Don't Know               |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 1. Any non-tempered glass on shower and/or sliding doors? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Any spark arrestors which have been installed? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Any animals kept on the property? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 4. Any stains, odor or damage caused by animals kept on the property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any pools or spas requiring fencing? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any abandoned tanks or systems (i.e., fuel oil, gas, oil, septic, leach fields)? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any presently connected tanks, septic systems or leach lines? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Any quality problems with the home's water supply (i.e., sediment, discoloration, odor or pressure)? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any leaks, back-ups or recurring blockages in any sewer drainlines? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Describe the condition, repairs and frequency of recurrence of the problem(s)   |                                     |                                     |                          |
|   |                                     |                                     |                          |
| 11. Are you aware of any creek that is open or culverted or any natural watercourse within 100 feet of the subject property? (Refer to The Grubb Co. City Ordinance Addendum regarding <b>Creek Preservation or Protection Ordinances</b> ) ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. Any leaks or water intrusion (past or present) in the roof(s), chimney(s), around skylight(s) and windows or elsewhere from any source? .....   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| Location(s): <u>Leak in roof above family room</u>  |                                     |                                     |                          |
| Describe/Date Specific Corrective Repairs: <u>Repaired by professional roofer</u>   |                                     |                                     |                          |
|   |                                     |                                     |                          |
| 13. Regarding driveway or private access:   |                                     |                                     |                          |
| (a) Any shared or common driveway or road? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Any written or oral agreement to maintain driveway or road? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Any forthcoming assessments? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Any easements not of public record? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14. Are you aware of any of the following in the neighborhood at any time?  |                                     |                                     |                          |
| (a) Flooding or drainage problems .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Settling, slippage, landslides or other soil problems .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Recurrent or unusual odor problems .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Contaminated soil or ground water .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Any criminal activity on the subject property or in the immediate neighborhood? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Describe: _____   |                                     |                                     |                          |
|   |                                     |                                     |                          |
| 15. Proximity to any of the following:  |                                     |                                     |                          |
| (a) Pending real estate development in the area (such as condominiums, planned units development, subdivisions or property for commercial, industrial, sport, educational or religious use) .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Proposed or approved changes in public or private facilities .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 16. Any current violations of the Covenants, Conditions and Restrictions (CC&Rs)? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 17. Any deaths on the property in the last three years? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 18. Any bonds and/or assessment obligations which are currently due that are not a part of the property tax bill? ..  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Any disease which affects trees or plants on the property or within two hundred feet of property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 20. Any restrictions on the use of the premises other than those disclosed in writing? .....  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

## SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address

27 Sheridan Road Oakland

- |   | Yes                                 | No                                  | Don't Know               |
|---|-------------------------------------|-------------------------------------|--------------------------|
| 21. Any boundary disputes, or third party claims affecting the property (rights of other people to interfere with the use of the property in any way)?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 22. Any problems with retaining walls (such as leaning, bulging or cracking)? <u>FRONT WALL</u>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 23. Any problems with existing underground sprinkler systems?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 24. Any sump pump, underground drains, French drains, dry wells or surface disposal systems in the crawl space/sub area or elsewhere on the property?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| (a) If yes, please describe and give location <u>French drain under foundation</u>  |                                     |                                     |                          |
| (b) Was sump pump installed with permit? <u>N/A</u>   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| 25. Any damp soil and/or standing water in the sub area (under any building)?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 26. Any standing, collecting or ponding water on the property at any time?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If so, where?   |                                     |                                     |                          |
| 27. Any repairs, replacements or ongoing maintenance to any of the following items: interior walls, ceilings, floors, exterior walls, insulation, roof(s), windows, doors, foundation, slab(s), driveways, sidewalks, walls/fences, electrical systems, plumbing/sewers/septics or other structural components? | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| If yes, for each repair, replacement or ongoing maintenance, explain: <u>leak repair in roof</u>  |                                     |                                     |                          |
| 28. Any concealed hardwood floors?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, which rooms?  |                                     |                                     |                          |
| What is the condition of the floors?  |                                     |                                     |                          |
| 29. Any insulation?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| 30. Any vapor or moisture barrier(s) (i.e., plastic covering) in the sub area or any other location?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 31. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method)  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |
| If yes, please describe <u>Drainage system</u>  |                                     |                                     |                          |
| 32. Any multiple dwelling units included in this sale?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, number of units _____ Number of legal units _____   |                                     |                                     |                          |
| 33. Is a current 3R report available?   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |
| 34. Any Homeowner's insurance claims in the last 5 years?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 35. Any water-related insurance claims in the last 5 years?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

### REPORTS, INSPECTIONS or ESTIMATES

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

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

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

- | Type of Report | Inspector                   | Date   | Available   |
|----------------|-----------------------------|--------|---|
| Roof Report    | Interstate Roofing Bill May | 3-2006 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|                |                             |        | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|                |                             |        | <input type="checkbox"/> Yes <input type="checkbox"/> No            |
|                |                             |        | <input type="checkbox"/> Yes <input type="checkbox"/> No            |

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

SELLER'S SUPPLEMENT TO  
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address

27 Sheridan Road Oakland

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

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

OWNERSHIP

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

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

(attach additional sheets if necessary) \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Seller's Initials (wm) (CD) / Buyer's Initials (\_\_\_\_) (\_\_\_\_)

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

## SELLER'S SUPPLEMENT TO REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 27 Sheridan Road Oakland

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

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

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

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

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

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

H.T. John 4-23-2006  
Seller Date

Charles L. Brown 4-23-2006  
Seller Date

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

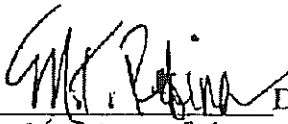

Buyer Date

Buyer Date



SELLERS ADDENDUM TO REAL ESTATE TRANSFER DISCLOSURE  
STATEMENT FOR 27 SHERIDAN ROAD OAKLAND, CALIFORNIA

1. Rodent activity under the house. Problem started December 2005. Had Orkin come out to place traps to catch rodents. Orkin has been monitoring every month. As of April 2006, we have not seen any rodents nor has Orkin.
2. Three years ago we had problems with pigeons roosting on the eaves of the home. We had a professional company come out to place mesh barriers to keep the pigeons away. Since the barriers have been placed, we have not had any problems with pigeons roosting on the eaves.
3. Minor water spot in downstairs bedroom on the ceiling. This was caused from a small leak under the kitchen sink. Plastic pipes were replaced with brass pipes. Repair was completed in July 2005 by Brooks Plumbing in Oakland, California.

Seller  Date 5-6-2006 Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Seller  Date 5-6-2006 Buyer \_\_\_\_\_ Date \_\_\_\_\_

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

Dated \_\_\_\_\_ between the Buyer(s) \_\_\_\_\_  
Seller(s) Charlene and Michael Robinson relating to property located at  
27 Sheridan Road

Provided below is a list of Oakland's major regulations that relate to property ownership. These regulations, as well as the fees that are based on the regulations, may not apply to your particular property, but are provided as a convenient reference. You may obtain copies of the codes and ordinances relating to these regulations from Oakland's Office of the City Clerk, 1 Frank H. Ogawa Plaza, 1<sup>st</sup> Floor, Oakland, CA 94612, (510) 238-3611, between 8:30 a.m. and 5:00 p.m., Monday through Friday or visit [www.oaklandnet.com](http://www.oaklandnet.com).

#### BUSINESS TAX

Title 5, Chapter 5.04, of the Oakland Municipal Code (OMC) requires all persons conducting any business to first obtain a Business Tax Certificate and pay an annual Business Tax. The term *Business* includes all commercial and residential rental activities, including single family residences that are rented. Failure to comply with the Business Tax requirements may result in the imposition of penalties and in fact, as well as a lien and special assessment placed on your property.

For more information, contact the **Business Tax Section** in the Financial Services Agency, 250 Frank H. Ogawa Plaza, 1<sup>st</sup> Floor, Oakland, CA 94612; or call (510) 238-3704, Monday through Friday, between 8 am and 4pm.

#### LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

Resolution 66354 C.M.S. creates the Landscaping and Lighting Assessment District (LLAD) to fund landscaping and lighting activities throughout the City. All real property in Oakland is subject to this assessment and currently ranges from \$77.00 to \$26,323.44 for residential and \$113.00 to \$23,000.00 for commercial.

#### MELLO-ROOS COMMUNITY FACILITIES DISTRICT

Resolution 67202 C.M.S. provides funding for the Rockridge Library, in part, by levying a special tax on real property within Rockridge Community Facilities District Number 1. The cost is \$25 annually.

For more information, contact the **Revenue Audit Section** in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5<sup>th</sup> Floor, Oakland, CA 94612; or call (510) 238-3084, Monday through Friday, between 9 a.m. and 4 p.m.

#### FIRE AREA UTILITY UNDERGROUND ASSESSMENT DISTRICT

Resolution 69877 C.M.S. created the Fire Area Utility Underground Assessment District to fund the installation of underground utilities in certain sections of the City known as the "Fire Area". All real property within the area is subject to this assessment. The cost for the owner of a single-family residence is approximately \$290 per year.

#### FIRE SUPPRESSION ASSESSMENT DISTRICT

Resolution 69518 C.M.S. established a Fire Suppression Assessment District encompassing those sections of the City designated as the Fire Hazard Area by the City Council. The reduction of fire risks will be funded by an assessment on real property within the District.

For more information, contact the **Treasury Division** in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5<sup>th</sup> Floor, Oakland, CA 94612; or call (510) 238-3201, Monday through Friday, between 9am and 4pm.

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

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

Property Address: \_\_\_\_\_

27 Sheridan Road Oakland

#### REAL ESTATE TRANSFER TAX

Title 4, Chapter 4.20 of the OMC requires that whenever you change ownership of real property, and record that change with the County of Alameda, you must pay a City of Oakland Real Estate Transfer Tax (RETT). [Note: Alameda County has its own Transfer Tax.] The City's Current tax rate is 1.50% of the consideration received (for example, money exchanged or debt forgiven.) Alameda County will collect this tax on the City's behalf, but will still record the document if the recording party or its agent, e.g., a title company, fails to pay the tax. However, if the tax remains unpaid 24 hours after recordation, the tax becomes delinquent and subject to penalty and interest.

For more information, contact the **Central Collections Section** in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5<sup>th</sup> Floor, Oakland, 94612; or call (510) 238-7317, Monday through Friday, between 9am and 4pm.

#### GARBAGE COLLECTION

Title 8, Chapter 8.28 of the OMC requires all property owners to use only City-authorized trash collectors, and to pay City established fees for that service. The City may record a lien with the County Recorder and/or impose a special property assessment if fees are not paid on a timely basis. A property owner may not shift this obligation to pay for trash collection by requiring a tenant to pay such fees directly to the City.

For more information, contact the **Mandatory Garbage Unit Central Collections Section**, in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5<sup>th</sup> Floor, Oakland, CA 94612, or call (510) 238-3287, Monday through Friday, between 9 am and 4 pm.

#### REPORT OF RESIDENTIAL BUILDING RECORD

The Oakland Housing Code §H-206 (a) requires any seller of residential real estate (except for detached single family dwellings) to obtain and deliver to the buyer a Report of Residential Building Record (a 3-R Report) before the close of escrow. The seller must pay a filing fee of \$116 per building for the 3-R Report. Upon close of escrow, the buyer must file a receipt of the 3-R Report with the City.

For more information, contact **Building Services Permit Counter**, Community & Economic Development Agency 250 Frank H. Ogawa Plaza 2<sup>nd</sup> Floor, Oakland, CA 94612, or call (510) 238-3381 Monday through Friday, between 8 am and 4 pm.

#### RESIDENTIAL RENT ARBITRATION BOARD

Ordinance 9980 C.M.S., Ordinance 10402 C.M.S., Resolution 63429 C.M.S. and Resolution 71518 C.M.S. establishes a Residential Rent Arbitration Board to resolve disputes regarding rent increases. This ordinance applies to all residential rental units, except the following: 1) units owned by a governmental entity; 2) certain care facilities; 3) religious homes; 4) dormitories owned and operated by educational institutions; 5) transient accommodations; 6) non-profit cooperatives; and Landlords must notify all tenants in writing of the existence of the Residential Rent Arbitration Board, and must post a notice of same in all vacant units. That notice must include the unit's previous rental amount. Under Resolution 71518 C.M.S., a landlord's right to increase rent is severely restricted.

For more information, contact the **Residential Rent Arbitration Section** in the Community & Economic Development Agency 250 Frank Ogawa Plaza, 5<sup>th</sup> Floor, Oakland, CA 94612; or call (510) 238-3721, Monday through Friday, between 9 an and 4:30 pm.

Seller's Initials / Buyer's Initials



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

Property Address: 27 Sheridan Road

#### TREE ORDINANCE

Title 12, Chapter 12.36 of the OMC requires that property owners obtain a permit prior to removing *Protected Trees* from their property. *Protected Trees* are defined within the code. Removing or damaging any Protected Tree without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators are liable for damages for an amount up to the value of the removed tree. The City may place a lien on the property if the infraction is not paid on a timely basis. That lien may subsequently be added to the County Property tax bill.

#### HAZARDOUS TREE ORDINANCE

Title 12, Chapter 12.40 of the OMC defines hazardous tree conditions and addresses ways of mitigating those conditions on both private and public property. There are stringent time frames for responding to hazardous tree claims. If hazardous tree claims are not resolved privately, a claimant may, as a last resort take the claim through the court system.

#### VIEW ORDINANCE

Title 15, Chapter 15.52 of the OIC provides a claim procedure to compel the removal of trees that may obstruct private views and which existed at the time the claimant acquired his or her property. Certain trees that are part of the natural habitat are exempt from this code. The City does not take an active role in these issues; rather, it encourages the private resolution of such disputes. If a view dispute cannot be resolved privately, and if a claimant prevails through court trial or judicial arbitration, a civil penalty of \$1,000 may be imposed on the defendant. The claimant generally bears the cost of tree removal, but splits the cost with the tree owner if the tree was planted after August 5, 1980. The tree owner bears all costs if he or she fails to cooperate in a non-judicial resolution of the view dispute and if he or she receives an adverse judicial decision.

For more information, contact the **Tree Services Section** in the Parks, Recreation & Cultural Arts Division of the Life Enrichment Agency, 7101 Edgewater Drive, Room 405, Oakland, CA 94621; or call (510) 615-5850, Monday through Friday, between 7:00-9:00 a.m. or 2:00-3:00 p.m.

#### OAKLAND CREEK ORDINANCE

OMC Chapter 13.16 (Creek Protection) Provides for certain additional requirements in obtaining a building permit for any work to be performed on a property located in proximity to a creek or natural watercourse.

Category I: Interior work. Control any runoff creek.

Category II: Exterior work greater than 100 feet from a creek. Control runoff.

Category III: Any exterior work that is more than 20 feet from a creek but less than 100 feet away.

Category IV: Any exterior work 20 feet or closer to a creek.

For a Category III and IV permit, you may have to submit a Creek Protection Plan and possibly a Hydrology Report. If the subject property is located within 100 feet of a know watercourse, we recommend contacting the City of Oakland Zoning and Permits Department.

Seller's Initials / Buyer's Initials



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

Property Address:

27 Sheridan Road Oakland

#### EARTHQUAKE SAFETY

Title 15, Chapter 15.20 of the OMC requires that a geologic report be submitted to the City where a new structure (or remodeling in excess of 50 percent of the replacement value of the building) is proposed to be constructed wholly or partly within a Special Studies Zone. The California Public Resources Code §2621-2630 defines a Special Studies Zone, which contains active earthquake fault traces. The City may require an additional geologic report where geologic conditions or proposed site usage changes, or in certain other instances. The code describes in detail the items required to be shown, both in the text of the geologic report and in the accompanying maps.

For more information, contact the **Engineering Information Services** in the Community & Economic Development Agency, 250 Frank H. Ogawa Plaza 4<sup>th</sup> Floor, Oakland, CA 94612; or call (510) 238-4777, Monday through Friday, between 8am and 4 pm.

#### SMOKE DETECTORS IN EXISTING RESIDENTIAL OCCUPANCIES

Chapter 9, §H-902. In existing residential Properties, when alterations, repairs, or additions having a valuation in excess of one thousand dollars (\$1,000.00) or when one or more sleeping rooms are added or converted, or when the property is sold or title transferred to other than an immediate relative, the entire building shall be provided with approved smoke detectors as required for the current building code.

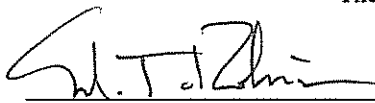
**SMOKE DETECTOR LOCATION WITHIN DWELLING UNITS.** In dwelling units, a detector shall be installed in each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping area. When the dwelling unit has more than one story and in dwellings with basements, a detector shall be installed on each story and in the basement. In dwelling units where a story or basement is split into two or more levels, the smoke detector shall be installed on the upper level, except that when the lower level contains a sleeping area, a detector shall be installed on each level. When sleeping rooms are on an upper level, the detector shall be placed at the ceiling of the upper level in close proximity to the stairway. In dwelling units where the ceiling height of a room open to the hallway serving the bedrooms exceeds that of the hallway by 24 inches or more, smoke detectors shall be installed in the hallway and in the adjacent room. Detectors shall sound an alarm audible in all sleeping areas of the dwelling unit in which they are located.

#### SPECIAL ASSESSMENTS

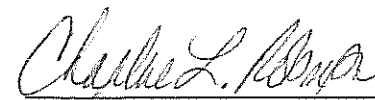
The City of Oakland may levy certain assessments against a property. These include, but are not limited to, A.D. 1994-1, Fire Area Utility Underground, A.D. 1994-2, Rockridge Area Water IMPS, certain special tax liens that will appear on a preliminary title report.

For more information, contact the **Treasury Division** in the Financial Services Agency, 150 Frank H. Ogawa Plaza, 5<sup>th</sup> Floor, Oakland, CA 94612, or call (510) 238-3201, Monday through Friday between 9am and 4 pm.

The Undersigned Acknowledge Receipt of a Copy Hereof.

 3-29-2006  
Seller Date

Buyer Date

 3-29-2006  
Seller Date

Buyer Date

Property Address: 27 Sheridan Road Oakland

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

## AGENCY

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

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

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

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

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

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

Property Address:

27 Sherridan Road Oakland

## LIQUIDATED DAMAGES

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

## ARBITRATION OF DISPUTES

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

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

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

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

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

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

Property Address:

27 Sherken Road Oakland

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

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

THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTANDS THAT THEIR CHOICES REGARDING LIQUIDATED DAMAGES AND ARBITRATION HAVE NOT BEEN BASED UPON ANY REPRESENTATIONS OF THE REAL ESTATE AGENTS IN THIS TRANSACTION.

THE UNDERSIGNED UNDERSTANDS THAT IF THEY HAVE FURTHER QUESTIONS, CONCERNS, OR NEED ADVICE ABOUT AGENCY, LIQUIDATED DAMAGES OR ARBITRATION, THEY SHOULD CONSULT THEIR ATTORNEY.

## MEGANS LAW DATABASE

In addition to the Megan's Law data base disclosure in the Purchase Agreement, which references the availability of information on sex offenders, Buyer is advised that there is a searchable data base of sex offenders available in the internet at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov).

If this is information that is important to Buyer, Buyer is urged to conduct his/her own investigation of this database. Furthermore, neither the Listing Agent nor the Seller has verified the accuracy of the database.

RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

S.M.T. Bohm 3-29-2006  
Seller Date Buyer Date

Charles Bohm 3-29-2006  
Seller Date Buyer Date





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

**HOLD HARMLESS AGREEMENT  
PEST CONTROL**

Dated: \_\_\_\_\_ for property located at 27 Sherridan Road Oakland, by  
and between \_\_\_\_\_, as Buyer(s)  
and Charlene and Michael Robinson, as Seller(s).

The undersigned buyers have agreed to assume full responsibility for Structural Pest Control Work (AKA: Termite Clearance) after close of escrow. Further, buyer acknowledges that they are aware that if the completion of the work is delayed, more damage could occur and therefore costs for repairs and clearance could exceed the quote by Ron Clark, dated 5/9/06 in the amount of 18,850.00 for section I and in the amount of no bid given for Section II. If buyers choose to have work completed by a general contractor other than a Structural Pest Control Company, further damage may be discovered and a general contractor most likely will **not assume responsibility for additional work** which may be covered by the Structural Pest Control Company making the original report, had they been contracted to complete the work.

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

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

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

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

M.J. Thi 5/11/2006  
Seller Date

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

Charlene L. Robinson 5/11/2006  
Seller Date

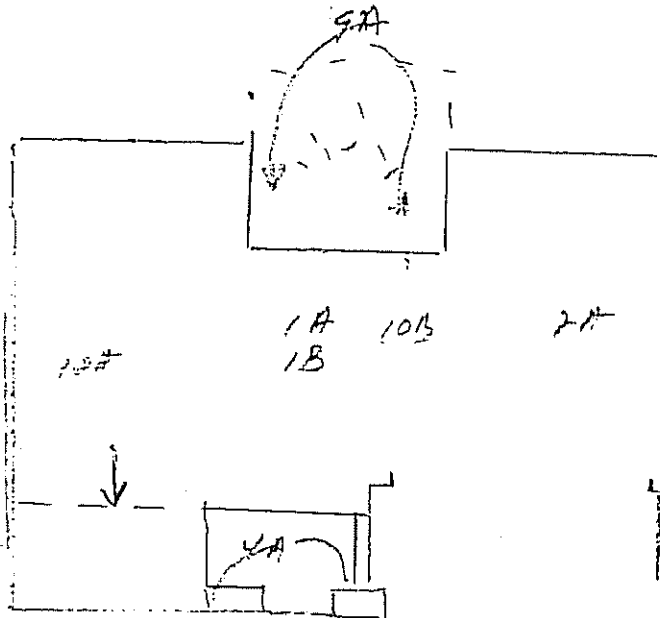
\_\_\_\_\_  
Buyer Date

**WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT**

Building No. 27 SHERIDAN ROAD	Street	City OAKLAND	Zip 94618	Date of Inspection 5/9/06	Number of Pages 5
<b>R. J. CLARK AND COMPANY, INC.</b> TERMITE AND STRUCTURAL 6425 Sunnymere Ave. Oakland, CA 94605 PHONE (510) 638-7412 FAX (510) 638-7414 License No. 732414					
REPORT # 6965					
REGISTRATION # PR 2762					
Ordered by:  CHARLENE ROBINSON THE GRUBB COMPANY 3070 CLAREMONT AVE. BERKELEY, CA 94705		Property Owner and/or Party of Interest:  C/O CHARLENE ROBINSON		Report sent to:  SAME	
COMPLETE REPORT <input type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>					
General Description:  SPLIT LEVEL SINGLE FAMILY RESIDENCE STUCCO EXTERIOR				Inspection Tag Posted: SUBAREA Other Tags Posted: NONE NOTED	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus / Dryrot <input type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input type="checkbox"/>					
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.					

6 pages

RECEIVED &amp; READ

3A  
7AInspected by: RONALD J. CLARK State License No. OPR-8822 Signature 

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

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or [www.pestboard.ca.gov](http://www.pestboard.ca.gov).

43M-41 (Rev. 10/01)

**R. J. CLARK AND COMPANY, INC.**

TERMITE AND STRUCTURAL

6425 Sunnymere Ave.

Oakland, CA 94605

PHONE (510) 638-7412

FAX (510) 638-7414

**2ND PAGE OF THE STANDARD INSPECTION REPORT FOR THE PROPERTY****LOCATED AT:** 27 SHERIDAN ROAD **CITY:** OAKLAND**Report #**6965**Date:** 5/8/06

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

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

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

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

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

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

**R. J. CLARK AND COMPANY, INC.**

TERMITE AND STRUCTURAL

6425 Sunnymere Ave.

Oakland, CA 94605

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

**3RD PAGE OF THE STANDARD INSPECTION REPORT FOR THE PROPERTY****LOCATED AT:** 27 SHERIDAN ROAD **CITY:** OAKLAND**Report #**6965**Date:** 5/8/06

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

**#1 SUBSTRUCTURE****SECTION I****1A FINDING:** Fungus infected cellulose debris was noted dispersed throughout the substructure.**RECOMMENDATION:** Remove and dispose of all debris of large enough size to be raked.**INFORMATION****1B FINDING:** The substructure was noted to be insulated. This insulation limited my survey of the substructure framing therefore, no representations are made concerning the framing behind insulation. However, no outward adverse conditions were noted to justify further inspection at this time.**RECOMMENDATION:** Owner or parties of interest should have periodic inspections.**#2 STALL SHOWERS****INFORMATION****2A FINDING:** The stall shower at the downstairs bathroom was inspected and tested. No current leakage was noted.**RECOMMENDATION:** Owner or parties of interest should keep this shower sealed and maintained as needed to help prevent future intrusion and decay from occurring.**#3 FOUNDATIONS****INFORMATION****3A FINDING:** The foundation for the structure was noted to be concrete and above grade. I inspected accessible mudsills and framing and could detect no outward adverse conditions to warrant repairs by our company at this time. I offer no further opinions or representations concerning the integrity of the foundation.**RECOMMENDATION:** Should parties of interest desire further information concerning the integrity of the foundation, you're advised to consult the appropriate professional.**# 4 PORCHES-STEPS****SECTION I****4A FINDING:** Moisture intrusion has occurred at the tile on frame front porch entry system. This moisture intrusion has resulted in fungus damage to the sheathing below this area.

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**4TH PAGE OF THE STANDARD INSPECTION REPORT FOR THE PROPERTY****LOCATED AT:** 27 SHERIDAN ROAD **CITY:** OAKLAND**Report #**6965**Date:** 5/8/06**#4 PORCHES-STEPS (CONT'D)****4A FINDING**

RECOMMENDATION: Remove stucco from around the interior and exterior of the porch. Remove the existing ceramic tile completely and remove the sheathing. Repair any damaged framing members encountered. Install new framing, new pressure treated sheathing and new flashing where the porch system ties into the structure. Install a new flexible waterproof membrane, new mortar base and new ceramic tile, color and style of owner's choice. All disturbed surfaces associated with this repair would be refinished and prime painted one coat of white primer.

Note: Our price quotation is for the immediate porch area only. It does not include the landscape tile outside the tiled on front porch area. Should parties of interest desire replacement of this tile a separate bid would be rendered for replacement.

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

**#7 ATTIC SPACES****INFORMATION**

7A FINDING: The attic of the structure was not inspected due to the weight of the inspector which could cause damage at the interior ceilings and could be hazardous to the inspector.

RECOMMENDATION: Upon request, for an additional fee and with release of liability, I would return to the property to inspect the attic. Following the inspection, a supplemental report would be issued outlining additional findings and costs if any.

**#9 DECKS-PATIOS****SECTION I**

9A FINDING: I noted fungus damage to the framing below the tile on frame rear deck system.

RECOMMENDATION: Remove stucco at the porch. Crack out the existing ceramic tile. Strip the existing sheathing. Remove the soffit below the porch system. Make necessary framing repairs. Install new soffit, new framing, new pressure treated plywood and flashing where the deck system ties into the structure. Install a new flexible waterproof membrane, new mortar base and new ceramic tile, color and style of owner's choice. Refinish and prime paint stucco surfaces one coat of white primer.

**#10 OTHER-INTERIOR****INFORMATION**

10A FINDING: The kitchen countertop and floor covering were inspected and tested. No current leakage or fungus damage was noted to warrant repairs.

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

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**5TH PAGE OF THE STANDARD INSPECTION REPORT FOR THE PROPERTY****LOCATED AT:** 27 SHERIDAN ROAD **CITY:** OAKLAND**Report #**6965**Date:** 5/8/06**#10 OTHER-INTERIOR (CONT'D)****INFORMATION**

10B FINDING: The bathroom surfaces were tested and inspected. No current leakage or fungus damage was noted to warrant repairs.

RECOMMENDATION: Owner or parties of interest should keep these areas sealed, grouted and maintained as needed.

In my opinion items 4A and 9A would require a building permit.

**CONDITIONS NOTED/MAINTENANCE NOTATIONS.**

1. The exterior stucco and wood surfaces are showing signs of wear and deterioration, especially around the wood windows at the rear of the structure. I would suggest that these areas be caulked, sealed and kept maintained as needed to help prevent future intrusion and decay from occurring.

2. There's evidence of slight moisture intrusion in the substructure. I offer no opinions or representations pertaining the drainage of the structure. Should parties of interest desire information pertaining drainage, you're advised to consult the appropriate professional.

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

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CONTRACT/WORK AUTHORIZATION

**FOR THE PROPERTY**LOCATED AT: 27 SHERIDAN ROADCITY: OAKLANDReport #6965Date: 5/8/06

## ITEMIZED COST OF REPAIRS AS OUTLINED IN OUR REPORT

## SECTION I ITEMS

1A \$ 300.00

4A \$ 8,300.00

9A \$10,250.00

## INFORMATION

1B

2A

3A

7A

10A

10B

SECTION I ITEMS: \$18,850.00

TOTAL COST: \$18,850.00

## TERMS OF CONTRACT

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

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

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

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

## MECHANIC LIEN LAW

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

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