

TOTAL P.01

# The GRUBB Co.

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

## RECEIPT FOR DOCUMENTS

Listing Agent: Melanie Barkin

Property Address: 2830 Derby Street Berkeley

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 July 10 2006 + 1 page addendum
5. The GRUBB Co. Supplemental Disclosure Statement dated June 30, 2006 + 3 pg. addendum
6. Berkeley Ordinance Addendum.
7. Lead Based Paint Hazards Disclosure dated 6/30/2006
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 July 6, 2006
12. California Tax Data dated July 6 2006
13. Structural Pest Control Report by Structural Review dated July 11 2006
14. Copy of "The Homeowner's Guide to Earthquake and Safety and Environmental Hazards".
15. Notice of Your "Supplemental" Property Tax Bill.
16. Kitchen Remodel permits 6 pages
17. Central Plumbing & Heater July 7, 2006
18. Appraisal by Lynn George dated 8/2002  
*see page 2*

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

Thom R. Kearns 6-30-06  
Gusan D. Kearns  
 Seller \_\_\_\_\_ Date  
[Signature] 6-30-06  
 Seller \_\_\_\_\_ Date

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

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

RECEIPT FOR DOCUMENTS

Listing Agent: Helene Barkin

Property Address: 2830 Derby Street Berkeley, Ca 94705 continued page 2.

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.

19. Hold Harmless Agreement Pest Control for current Pest Control Report dated July 11, 2006

Prior Reports

- 20. Improvements made to 2830 Derby by Prior Owners 2 pages
- 21. Supplemental Statutory Disclosures
- 22. RECO, 5 Pages, including Form A and receipt from city dated 12/15/03
- 23. Seismic Transfer Tax Guidelines
- 24. Real Estate Transfer Disclosure Statement January 25, 2004
- 25. Sellers Supplement to Transfer Disclosure Statement dated 1/21/2004
- 26. Structural Renewal Pest Control Report dated 2/06/04
- 27. Quality Bay Construction Seismic
- 28. 2830 Derby History dated August 2002 by Dot Barad and Noah and Aaron Waterman
- 29. Real Estate Transfer Disclosure Statement dated June 4, 2002, Agents Disclosures
- 30. Sellers Supplement to Real Estate Transfer Disclosure Statement dated 6/29/02
- 31. Metro Inspection Services Report dated August 25, 2002
- 32. Real Estate Transfer Disclosure Statement dated January 25, 2004 and addendum dated February 1, 2004
- 33. Agents addendum to Real estate Transfer Disclosure Statement dated February 1, 2004
- 34. Sellers Supplement to Real Estate Transfer Disclosure Statement dated 1/21/04
- 35. Chicago Title Company Preliminary Title Report dated January 9, 2004
- 36. J. David Ford Construction Proposal and Contract
- 37. Kruse Plumbing Heating Cooling Inspection including Estimate Summary
- 38. Structural Renewal Inspection Report 6/12/02
- 39. Brogan Home Inspection dated 6/18/2002

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

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

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

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

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

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

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

OWNERSHIP INFORMATION

Parcel Number :054 1704 023 00  
Owner :Kenne Thomas R/Susan D;+  
CoOwner :Keane John E  
Site Address :2830 Derby St Berkeley 94705  
Mail Address :34 El Alamo Ct Danville Ca 94526  
Owner Phone :  
Tenant Phone :

SALES AND LOAN INFORMATION

Transferred	:03/15/2004	Loan Amount	:\$645,000
Document	:107107	Lender	:World Savings Bank
Sale Price	:\$860,000 Full	Loan Type	:Conventional
Deed Type	:Grant Deed	Interest Rate	:Adjustable
% Owned	:100	Vesting Type	:Married Persons

ASSESSMENT AND TAX INFORMATION

Land	:\$263,160	Exempt Type	:
Structure	:\$614,040	Exempt Amount	:
Other	:	Incorporated	:Yes
Total	:\$877,200	Tax Rate Area	:13000
% Improved	:70	05-06 Taxes	:\$12,686.32

PROPERTY DESCRIPTION

Map Grid :629 J3  
Census :Tract :4237.00 Block :1  
Land Use :110 Res,Single Family Residence

PROPERTY CHARACTERISTICS

TotalRms	:7	Pool	:	Lot Acres	:.11	Bldg Matl	:Frame
Bedrooms	:3	Units	:1	Lot SqFt	:4,896	Bldg Shape	:L-shape
Bathrooms	:2.0	Bldg Num	:1	Bldg SqFt	:1,938	Bldg Class	:6.0
Stories	:2	Elevator	:No	Year Blt	:1906	View Qual	:
Unit Flr	:	Garage	:Garage	Eff YrBlt	:1906	Topography	:



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

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

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

SELLER'S AGENT

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

To the Seller:

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

To the Buyer and the Seller:

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

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

BUYER'S AGENT

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

To the Buyer:

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

To the Buyer and the Seller:

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

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

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

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

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

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

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

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

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

BUYER [X] SELLER [X] Date 6-30-06 Time [ ] AM [ ] PM

BUYER [X] SELLER [X] Date 6/30/06 Time [ ] AM [ ] PM

AGENT [Signature] By [Signature] Date 6/23/07

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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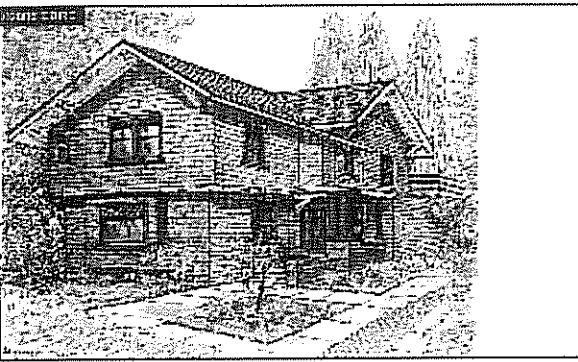
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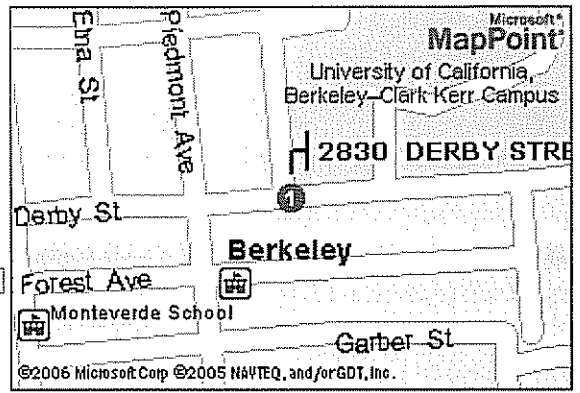
Reviewed by [Signature] Date 7-14-06







Print/E Mail This Listing



**2830 DERBY STREET**  
**RESIDENTIAL Detached**

**BERKELEY**  
**New**

**94705-1325 2310 \$985,000**  
**40186832 SP:**

<b>Dir:</b> BELROSE>DERBY	<b>Bldr/A:</b>	<b>Beds:</b> 3	<b># of Units:</b>	<b>SqFt:</b> 2369 / Appraisal
<b>Cross St:</b> CLAREMONT	<b>Model:</b>	<b>Baths:</b> 3 / 0	<b>%OwnOcc:</b>	<b>\$/SqFt:</b> 416
<b>D/N/S:</b> Other	<b>Style:</b> Brown Shingle	<b># Rms:</b> 9	<b>Unit's Flr:</b>	<b>Lot Ac:</b> 0.11
<b>TB Map:</b> 629J3	<b>Story:</b> Two Story	<b>Yr Blt:</b> 1906	<b>TIC%:</b>	<b>Pool:</b> No <b>Lot SF:</b> 4896
<b>Complex:</b>				<b>Const:</b> Existing
<b>Unit Info:</b>				
<b>Pets:</b>				
<b>Sales Ofc:</b>		<b>Subdiv:</b>		

<b>Features</b>			
<b>M Level:</b> 1 Bath, Main Entry, Other			
<b>U Level:</b> 3 Bedrooms, 2 Baths, Other	<b>L Level:</b> Basement		
<b>+ Rooms:</b> Dining Area, Family Room, Solarium			
<b>Kitchen:</b> 220 Volt Outlet, Counter - Stone, Dishwasher, Gas Range/Cooktop, Refrigerator, Updated Kitchen			
<b>Ba Non-Mstr:</b> Shower Over Tub, Tile			
<b>Mstr Bath:</b>			
<b>Heat:</b> Forced Air 1 Zone	<b>Fireplace:</b> 1 / Brick		
<b>Cool:</b> No Air Conditioning			
<b>Garage:</b> 0 / Off Street Parking, Tandem Parking			
<b>Equipment:</b> Dryer, Washer			
<b>Flooring:</b> Hardwood Floors, Tile, Wood	<b>Laundry:</b> Dryer, Gas Dryer Hookup, Washer, Other		
<b>Lot:</b> Level, Regular	<b>Wtr/Sewr:</b> Sewer System - Private, Sewer System - Public, Sump Pump		
<b>Exterior:</b> Wood Shingles	<b>Pool:</b> None		
<b>Roof:</b> Composition Shingles	<b>Foundatn:</b> Partial Basement		
<b>View:</b>	<b>Disabled:</b>		
<b>Yard Desc:</b> Back Yard, Deck(s), Fenced, Front Yard, Garden/Play			
<b>Schools</b>			
<b>District:</b> Berkeley (510) 644-6504	<b>Elem:</b> Call School District	<b>Jr Hi:</b> Call School District	<b>Sr Hi:</b> Call School District
<b>Homeowner's Association</b>			
<b>HOA:</b> No	<b>Name:</b>	<b>Fee:</b>	<b>Pd:</b>
<b>Fee Inc:</b>		<b>Trans Fee:</b>	<b>Lit Pend:</b>
<b>Docs:</b>			
<b>Ameni:</b>			

**Remarks**  
Gracious and large craftsman oriented to garden. Cozy living room & huge family room with French doors leading to backyard provide great spaces for living. Dining room & remodeled eat-in kitchen open to deck and level yard. Sunroom and a studio in garden enhance this lovely home even more.

<b>Orig List \$:</b> 985,000	<b>Sale \$/Orig \$:</b>	<b>% Last List \$:</b> 985,000	<b>Sale \$/Last \$:</b>	<b>% Sale \$/SF:</b>	<b>Market:</b> 7/12/2006
					<b>Pend:</b>
					<b>COE:</b>
					<b>Off Mrkt:</b>
					<b>DOM:</b> 1

# Full Report

<b>MASTER</b>			
<b>Parcel ID</b>	054170402300	<b>Owner Name</b>	KEANE THOMAS R
<b>Street Number</b>	2830 DERBY ST	<b>Owner2</b>	
<b>City</b>	BERKELEY CA 94705 1325	<b>Sale Date</b>	3/15/2004
<b>Land Use</b>	1001 SINGLE FAMILY RESIDENCE	<b>Sale Price</b>	\$0.00
<b>Building Sq Ft</b>	1938	<b>Bedrooms</b>	3
<b>Thms Bros</b>		<b>Bathrooms</b>	2
<b>Mail Addr</b>	34 EL ALAMO CT	<b>Mail Addr2</b>	DANVILLE,CA 94526-1455
<b>Owner Display</b>	THOMAS R KEANE	<b>Absent Owner (Y/N)</b>	Y
<b>Owner Last</b>	KEANE	<b>Owner First</b>	THOMAS R
<b>County</b>	ALAMEDA	<b>Year Built</b>	1906

<b>LOCATION AND OWNERSHIP</b>						
<b>Plat Image</b>						
Plat Image 1						
<b>Property Address</b>			<b>Mail Address</b>		<b>Mail Crrt</b>	
2830 DERBY ST			34 EL ALAMO CT		C003	
BERKELEY,CA 94705-1325			DANVILLE,CA 94526-1455			
<b>Census Tract</b>	<b>Census Blk Gp</b>	<b>Zoning</b>	<b>Crrt</b>	<b>Latitude</b>	<b>Longitude</b>	<b>Flood Panel</b>
4237.00	5		C008	37.862271	122.249801	
<b>Flood Zone</b>						
Flood Map Date						
<b>County Use</b>						
1100 SINGLE FAMILY RESIDENCE						

<b>CHARACTERISTICS</b>			
<b>Stories</b>	2	<b>Year Built</b>	1906
<b>Lot Sq Ft</b>	4896	<b>Lot Acres</b>	0.1124
<b>Bldg Sq Ft</b>	1938	<b># of Units</b>	
<b>Rooms</b>	7	<b>Bedrooms</b>	3
<b>Full Baths</b>	2	<b>Half Baths</b>	0
<b>Parking</b>	G	<b>Parking Spaces</b>	
<b>Pool</b>			

<b>TAXES AND ASSESSMENTS</b>	
<b>Tax Year</b>	2005
<b>Land Value</b>	<b>Percent Land To Total</b>
\$263,160.00	30
<b>Improvement Value</b>	<b>Percent Impr To Total</b>
\$614,040.00	70
<b>Total Value</b>	<b>Tax Amount</b>
\$877,200.00	\$0.00

<b>SALES</b>				
<b>Sale Number</b>	<b>Sale Date</b>	<b>Sale Price</b>	<b>Sale Code</b>	<b>Sale Code Desc</b>
1	3/15/2004	\$0.00		
<b>Sale Number</b>	<b>Document Number</b>	<b>Document Type</b>	<b>Title Company</b>	
1	2004107107			

<b>LEGAL</b>
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**REAL ESTATE TRANSFER DISCLOSURE STATEMENT**  
 (CALIFORNIA CIVIL CODE §1102, ET SEQ.)  
 (C.A.R. Form TDS, Revised 10/03)

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

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) \_\_\_\_\_. 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 checked="" type="checkbox"/> Trash Compactor                             | <input checked="" type="checkbox"/> Garbage Disposal                 |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Smoke Detector(s)                           | <input checked="" type="checkbox"/> Rain Gutters                     |
| <input type="checkbox"/> Burglar Alarms                  | <input type="checkbox"/> Satellite Dish   | <input type="checkbox"/> Fire Alarm                                  |
| <input type="checkbox"/> TV Antenna                      | <input type="checkbox"/> Central Air Conditioning                               | <input type="checkbox"/> Intercom                                    |
| <input checked="" type="checkbox"/> Central Heating      | <input type="checkbox"/> Sprinklers   | <input type="checkbox"/> Evaporator Cooler(s)                        |
| <input type="checkbox"/> Wall/Window Air Conditioning    | <input checked="" type="checkbox"/> Sump Pump                                   | <input checked="" 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 type="checkbox"/> Automatic Garage Door Opener(s)*                       | <input type="checkbox"/> Locking Safety Cover*                       |
| <input type="checkbox"/> Locking Safety Cover*           | <input type="checkbox"/> Not Attached   | <input type="checkbox"/> Number Remote Controls _____                |
| <input type="checkbox"/> Security Gate(s)                | <input type="checkbox"/> Solar  | <input type="checkbox"/> Carport                                     |
| Garage: <input type="checkbox"/> Attached                | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped* | <input checked="" type="checkbox"/> Electric                         |
| Pool/Spa Heater: <input type="checkbox"/> Gas            | <input type="checkbox"/> Well   | <input type="checkbox"/> Private Utility or                          |
| Water Heater: <input type="checkbox"/> Gas               | <input type="checkbox"/> Bottled  | Other _____  |
| Water Supply: <input type="checkbox"/> City              | <input type="checkbox"/> Window Security Bars                                   | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows* |
| Gas Supply: <input type="checkbox"/> Utility             | <input type="checkbox"/> Window Security Bars                                   |  |
| <input type="checkbox"/> Window Screens                  |   |  |
| Exhaust Fan(s) in <u>Range, Baths</u>                    | 220 Volt Wiring in <u>Kitchen</u>   | Fireplace(s) in <u>Living Room</u>                                   |
| <input type="checkbox"/> Gas Starter _____               | <input type="checkbox"/> Roof(s): Type: <u>Comp Shingle</u>                     | Age: <u>Unknown</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 05

Buyer's Initials (JJ) \_\_\_\_\_ )  
 Seller's Initials (JTK) (JFK) (JDK) (JLK)

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



MASTER COPY



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: Please see attached sheet labeled "Further Information on Item B, Real Estate Transfer Disclosure Statement")

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

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

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

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

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.):  
8. Heavy rain drained down basement stairs - slight standing water then drained via sump pump basin.  
11. Peak traffic auto noise from street.

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 Sharon A. Keane Susan D. Keane Date 7-10-06

Seller [Signature] Date 7-10-06

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

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



III. AGENT'S INSPECTION DISCLOSURE

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

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

Agent notes no items for disclosure.

Agent notes the following items: See attached addendum

Agent (Broker Representing Seller)

Grubb Co  
(Please Print)

By

Helene Park  
(Associate Licensee or Broker Signature)

Date

7/17/2006

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.

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

Sellers Agents Transfer Disclosure Statement for 2830 Derby Street Berkeley

1. Floors have some scratches in places.
2. Doorknob on one of the bathrooms upstairs is not attached (at time sellers agent did their visual inspection)
3. Door to upstairs deck has a lock which is keyed from the inside and could be a hazard in a fire if it is locked.
4. Property is located on a street where there is traffic particularly during commute hours
5. There is a 2<sup>nd</sup> laundry hookup in the basement which is currently not in use.
6. Square footage differs from the tax records and is based on appraiser and has not been measured or verified by sellers or sellers agent. Appraisal is provided in disclosure packet, done by Lorin George 8/2002.
7. French door in the breakfast room was a bit difficult to open as the lock stuck
8. This property is identified as being in close proximity to a creek and effected by the Berkeley Creek Ordinance

By Sellers Agent Helene Roth Date 7/14/06

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

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

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

Buyers Agent \_\_\_\_\_ Date \_\_\_\_\_

Further Information on Item B, Real Estate Transfer Disclosure Statement

Awareness of significant defects/malfunctions of the following:

Windows: various double hung windows have failures with rope/pulley systems, and movement up/down is sometimes effected – generally, they work but not as smoothly as originally designed.

Foundation: various cracks and concrete peeling away from surface areas exists.

Driveways: the concrete is cracked at various places on the two narrow driveway tire paths.

Walls/Fences: the fence across the driveway is supported by a cable/rope at the point where it joins the lateral fence at property side boundary.

Seller Thom R. Keane \* TRK Date 7-10-06

Seller Susan S. Keane \* SSK Date 7-10-06

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

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

SELLER'S SUPPLEMENT TO  
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 2830 Der By

Seller(s) Name Keane

As of: (Date) 6/30/2006

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 type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. Any animals kept on the property? .....   | <input type="checkbox"/>            | <input checked="" 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 type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Any presently connected tanks, septic systems or leach lines? .....   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" 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 Creek Preservation or Protection Ordinances) .. <u>Home is on City of Berkeley list re: Derby Creek</u> |                                     |                                     |                                     |
|  | <input checked="" type="checkbox"/> | <input 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>Former location of wood stove in family room - leak at flue. Stove removed; ceiling, roof and deck repaired.</u>   |                                     |                                     |                                     |
| Describe/Date Specific Corrective Repairs: <u>Repairs made in Spring, 2006.</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 type="checkbox"/>            | <input checked="" 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 type="checkbox"/>            | <input checked="" 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 (JKL) (GJK) / Buyer's Initials ( ) ( )  
SKL JKL

SELLER'S SUPPLEMENT TO  
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

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

2830 Derby Berkeley

- |   | 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)?   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 23. Any problems with existing underground sprinkler systems?   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" 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>Sump pump in basement</u>  |                                     |                                     |                                     |
| (b) Was sump pump installed with permit?  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 25. Any damp soil and/or standing water in the sub area (under any building)?   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 26. Any standing, collecting or ponding water on the property at any time?<br>If so, where?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 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?<br>If yes, for each repair, replacement or ongoing maintenance, explain: <u>See attached list</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 28. Any concealed hardwood floors?<br>If yes, which rooms?<br>What is the condition of the floors?  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 29. Any insulation? <u>Attic, kitchen</u>   | <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 type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 31. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method)<br>If yes, please describe   | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 32. Any multiple dwelling units included in this sale?<br>If yes, number of units _____ Number of legal units _____   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 33. Is a current 3R report available?   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 34. Any Homeowner's insurance claims in the last 5 years? <u>not in last 2 years</u>  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 35. Any water-related insurance claims in the last 5 years? <u>not in last 2 years</u>  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" 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 checked="" type="checkbox"/> Pest Control | <input type="checkbox"/> Structural/Engineering | <input checked="" type="checkbox"/> House Inspection | <input type="checkbox"/> Roof                  | <input type="checkbox"/> Pool/Spa              |
| <input type="checkbox"/> Well                    | <input type="checkbox"/> Septic                 | <input type="checkbox"/> Plumbing                    | <input type="checkbox"/> Heating               | <input type="checkbox"/> Air Conditioning      |
| <input type="checkbox"/> Survey                  | <input type="checkbox"/> Soils/Drainage         | <input type="checkbox"/> Geologic                    | <input type="checkbox"/> Energy Audit          | <input type="checkbox"/> Environmental Hazards |
| <input type="checkbox"/> Plans                   | <input type="checkbox"/> Building Permits       | <input type="checkbox"/> Berkeley RECO Compliance    | <input checked="" type="checkbox"/> Sewer Line |  |

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

Type of Report	Inspector	Date	Available
<u>Inspection Report</u>	<u>Metro Inspection Services</u>	<u>8-25-02</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Termite Report</u>	<u>Structural Renewal</u>	<u>6-12-02; 7/06</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Home Inspection Report</u>	<u>Brogan Home Inspection</u>	<u>6-18-02</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Sewer</u>	<u>Central Plumbing + Rooter</u>	<u>7-7-06</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Seller's Initials (JMK) (JK) / Buyer's Initials (\_\_\_\_) (\_\_\_\_)  
SDK JK

SELLER'S SUPPLEMENT TO  
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

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

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 (ML) (DL) / Buyer's Initials (\_\_\_\_) (\_\_\_\_)

JTK [Signature]

SELLER'S SUPPLEMENT TO  
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 2830 Derby

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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	22
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 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.

Jeanne Keane 6/30/06  
Seller Date

[Signature] 6/30/06  
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





SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES

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

1. Seller makes the following disclosures with regard to the real property or manufactured home described as 2830 Derby Berkeley, Ca 94705, Assessor's Parcel No. 054-1704-023 situated in Berkeley, County of Alameda, 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... B. The release of an illegal controlled substance on or beneath the Property... C. Whether the Property is located in or adjacent to an "industrial use" zone... D. Whether the Property is affected by a nuisance created by an "industrial use" zone... E. Whether the Property is located within 1 mile of a former federal or state ordnance location... F. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision... G. Insurance claims affecting the Property within the past 5 years... H. Matters affecting title of the Property... I. Material facts or defects affecting the Property not otherwise disclosed to Buyer... 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 [Signature] Thomas and Susan Keane Date 6-30-06
Seller [Signature] John E. and Justin T. Keane Date 6/30/06

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) Grubb Company, Helene Barkin
By [Signature] Date 7/14/2006
Agent (Broker Obtaining the Offer) \_\_\_\_\_
By \_\_\_\_\_ Date \_\_\_\_\_

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

SSD REVISED 10/04 (PAGE 1 OF 1)

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

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

**Item 27: Any repairs, replacements or ongoing maintenance to any of the following items:**

**Interior Walls:** at front entry new plumbing was installed for upstairs toilet. Access was through ceiling, ceiling was patched and repaired.

At rear of family room, next to French doors, wood stove was removed from corner. Ceiling was patched and repaired at flue location. Walls were stripped of tile, and new sheetrock installed at corner of back and side walls.

Kitchen walls and ceiling were fully removed and replaced while kitchen was remodeled.

**Floors:** Kitchen floor was replaced. Subfloor removed, floor support beams repaired and replaced to level floor. New subfloor installed, new hardwood oak floor installed, new base trim installed. Hardwood floor under wood stove (removed from Family room) was refinished to match existing room floor.

New wooden floor was installed in studio rooms located in building in back yard.

**Kitchen:** the kitchen was fully remodeled. New electrical service was installed, located outside of home as per code and accessible via panel under outside staircase to second floor. New electrical service was

installed for all new kitchen appliances and lighting; including dishwasher, compactor, refrigerator, and double ovens/microwave. New gas service was installed to new range. Ice maker was installed at refer. New plumbing was connected for sink and dishwasher. Connections to the sauna in downstairs bathroom were terminated during the renovation.

**Exterior Walls:** All surface shingles on exterior walls were pressure washed. On rear wall of house many shingles and exterior trim pieces were repaired or replaced.

**Insulation:** Kitchen was insulated during renovation.

**Roofs:** New comp shingle roof installed on studio building in back yard. The roof over the Family room was replaced when the wood stove was removed. It had leaked during the winter rains, with water passing through the wood stove flue access point. The roof was fully stripped, wood stove flue was removed and repaired, and the surfaces were sealed with waterproof materials.

**The deck was also replaced.**

**Doors:** Door located on stairway to outside landing was repaired. Water leak repaired at threshold, and door was repaired to work as designed. New threshold installed, and interior flooring refinished.

**Stairway:** Outside staircase at side of home was replaced,  
as was deck  
at door landing.

**Sidewalks:** the city sidewalk running the length of the  
property was  
replaced.

**Patio:** the brick patio at back yard was newly installed to  
match  
walkway to studio.

**Decks:** the back deck was repaired at entry to French  
doors. The  
outside upstairs deck was replaced, as were support  
stringers on top of new  
roofing materials.

**Porch:** the front porch was repaired; roughly 1/3 of  
surface materials  
were replaced.

Sellers \_\_\_\_\_ Date \_\_\_\_\_

Sellers \_\_\_\_\_ Date \_\_\_\_\_

Buyers \_\_\_\_\_ Date \_\_\_\_\_

Buyers \_\_\_\_\_ Date \_\_\_\_\_

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

Dated \_\_\_\_\_ between the Buyer(s) \_\_\_\_\_

Seller(s) John, Justin, Susan and Tom Keenan 2830 Derby Street to property located at \_\_\_\_\_

Provided below is a list of Berkeley'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 the City of Berkeley, 2180 Milvia Street, Berkeley, CA 94704, (510) 981-2489, between 8:30 a.m. and 5:00 p.m., Monday through Friday or visit [www.ci.berkeley.ca.us](http://www.ci.berkeley.ca.us).

This is a brief summary of various complex local ordinances and should in no way be construed as a complete resource on this topic. This summary is NOT a substitute for speaking directly with the appropriate local officials or a real estate attorney experienced in these issues.

The following provisions are incorporated into the above contract:

NOTE: The provisions in this Addendum shall supersede any contrary provisions in the above referenced contract.

For Berkeley Properties:

- RECO:** Berkeley's Residential Energy Conservation Ordinance requires that a property meet certain energy conservation standards at the time of sale. The City of Berkeley may change these standards from time to time. A property that previously met the requirements may no longer meet the upgraded standards of the ordinance. Any required retrofitting and documentation to comply with the current ordinance shall be the responsibility of the  Seller (form A),  Buyer (form C). Refer to Ordinance #6099-NS. Note: *Responsibility for compliance may not be transferred to a subsequent buyer if the seller accepted the responsibility at the time of their purchase. If Form C is signed, the home must be brought into compliance within one year of sale. Maximum cost to bring into compliance is 0.75% of sales price.* For more information call the City of Berkeley Energy Office at (510) 981-5435 or Community Energy Services Corporation (CESC) at (510) 644-8546.
- TRANSFER TAX CREDIT:** Berkeley has imposed a transfer tax equal to 1.5% of the sale price. Up to one third of the tax (1/2% of sale price) may be held in escrow to pay for seismic strengthening of the structure. To claim this credit, any seismic strengthening work must have been performed after October 17, 1989, and completed with proper building permits issued by the Berkeley Building Department. A Declaration of Real Property Tax form must be approved by the City prior to close of escrow to authorize holding the funds. Seismic work must be completed and a Seismic Retrofit Verification form filed within 6 months of close of escrow. Upon completion of seismic work, funds in escrow shall be released to the  Buyer or  Seller or \_\_\_\_\_. Refer to Ordinance #6072-NS. The application form is available at City of Berkeley Building Permits (510) 981-7500.
- RENT CONTROL ORDINANCE:** Buyer is aware that local ordinance exists, which regulates the rights and duties of property owners and tenants. It may affect the level of present rents, future rent adjustments, and creates severe restrictions on evicting tenants or recovering the property for personal occupancy. The Buyer is strongly advised to review the Berkeley Rent Stabilization Law and examine the rent control file on the property, if one exists, at the Rent Stabilization Board. The Buyer is further advised to refer rent control issues and questions to a qualified landlord/tenant attorney. Information from City of Berkeley Rent Stabilization Program can be found at (510) 644-6128.

Seller's Initials / Buyer's Initials

JAK SKP ( / )  
Page 1 of 2  
JTK SK

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

Property Address: 2830 Derby Berkeley

4. **TENANTS IN COMMON ("TIC") Chapter 13.88 BMC:** If the property described in this purchase contract contains two or more units, and those units are NOT condominiums, the Buyer is hereby notified that the City of Berkeley requires that a buyer be presented with a copy of the **Tenants In Common General Information Statement**. Tenants in Common is an unusual form of ownership in that all owners have an undivided interest in the property. In addition, all owners are named on the same loan or loans for the property. This creates a situation where financial responsibility for the property is shared by all owners. There should always be formal Tenants in Common Agreement which governs rights of exclusive occupancy of individual units, financial responsibilities and other matters. Any buyer of a Tenant in Common property is urged to seek Legal Counsel to discuss the risks inherent to this form of ownership, prior to purchasing the property.
  
5. **BERKELEY HAZARDOUS FIRE AREA:** Properties situated within this area must comply with the requirements set forth in the Berkeley Uniform Fire Code. Buyer acknowledges that he/she has received a copy of "Fire Hazards and Vulnerabilities" (3 pages attached).
  
6. **SMOKE DETECTORS ORDINANCE:** 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 in 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 opens 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 which they are located.
  
7. **BERKELEY CREEK PROTECTION ORDINANCE: BMC 17.058 Preservation and Restoration of Natural Watercourses.** Over 2000 properties are potentially affected by this ordinance. Homeowners cannot perform any construction within 30 feet of a creek without a variance. This includes but is not limited to permitted repairs, new construction, replacement and improvements after a fire or natural disaster. Variances may be difficult or impossible to obtain. If home is located over a culvert, repairs to the culvert are currently considered by the City of Berkeley to be the homeowner's responsibility. A copy of the City's Creek Map (1 Page) is attached.

The Undersigned Acknowledge Receipt of this Disclosure and 4 Pages of Attachments.

Mon R Keen 6-30-06

Cassan Dikeane  
Seller Date

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

[Signature]  
Seller Date

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

This is a brief summary of various complex local ordinances and should in no way be construed as a complete resource on this topic. This summary is NOT a substitute for speaking directly with the appropriate local officials or a real estate attorney experienced in these issues.

## Fire Hazards and Vulnerabilities

The City of Berkeley faces an ongoing threat from urban and wildland fire. Susceptibility to fire is heightened due to Berkeley's dense development pattern, characterized by older structures including high rise buildings, multi-storied residential units, and a variety of warehouse, manufacturing, and commercial properties. Berkeley also faces a significant wildland fire danger along its hillsides where the wildland and residential areas interface. Wildland fires can result from both human activity and natural causes. Once ignited, these fires can be difficult to contain. The risk of fire is most common during the dry months of May through October, and can become extreme when the warm, dry Diablo winds blow out of the northeast. When the winds blow strongly, fires occurring in the densely vegetated hill areas are extremely difficult to control. A wildfire can move with breathtaking speed, down from the ridge in 30 minutes, expanding to one square mile in one hour, and then consuming hundreds of residences in a day. In the Berkeley and Oakland Hills there have been 14 wildland fires since 1923, which collectively have burned 9,000 acres and destroyed more than 3,500 structures.

On September 17<sup>th</sup>, 1923, a fire started in Wildcat Canyon, just over the ridge from Berkeley. It was a warm day, with a strong northeast wind, which blew the flames up over the ridge into northeast Berkeley. Firefighters were able to do little to slow the fire as flying embers spread it rapidly from block to block. By the time the winds finally changed in the late afternoon, the fire had burned all the way to the northern edge of the University campus and as far west as Shattuck Avenue. Several thousand people were homeless, and 584 homes were destroyed. Had the winds not shifted, the fire could have burned to the Bay.

### Figure 14..Hazardous Hill Area, Fire Station Locations and Evacuation Routes

Because of increased development and vegetation growth in the hills, the fire threat continually increases. Abundant dead brush and vegetation, and non-fire-resistant building materials, fueled the 1991 firestorm, which ignited in the Oakland Hills. The combination of fuel, drought, hot and dry weather, wind conditions, poor accessibility, and insufficient water pressure in some areas proved devastating. The fire destroyed 62 homes in Berkeley and more than 3,000 homes in Oakland, consuming one house every 11 seconds in the first three hours. Twenty-five people lost their lives in the fire.

In the aftermath of the 1991 Fire, the City established the Hill Hazardous Fire Area District. The purpose of the District was to expand inspection programs, reduce excess vegetation, and educate residents about the special needs for vegetation management and fire prevention for people living in the urban/wildland interface. Hazardous fire area inspections are conducted annually by fire companies, between May and September. Vegetation removal programs, including the chipper and debris box programs, continue with funding provided by a surcharge on the refuse bills for residents in the hill area. In 1997, the City Council-approved assessment district in the Berkeley hills area ended; however, the danger from a wildfire has not. The continued commitment of the residents to a fire-safe area is critical.

Figure 14 shows the location of the Hill Hazardous Fire Area and the Emergency Access and Evacuation Routes established in the General Plan Transportation Element. (Also see *Transportation Policy T-28.*) All streets in the Fire Hazard Area are considered to be evacuation routes, as are the public paths that make up Berkeley's pathway network system (see *Figure 6, Transportation Element*).

Efforts are currently underway to construct a new fire station for the hill areas east of the Hayward fault. The objective of the current efforts is to develop a facility that will be able to respond to major disasters in these neighborhoods.

The location of the residential hill areas adjacent to regional parklands poses two additional fire prevention challenges. First and foremost, these parklands are heavily wooded providing ample fuel for a major wildland fire that can easily move into the Berkeley neighborhoods. Second, these areas are managed by the East Bay Regional Park District and serviced by the California Department of Forestry (CDF). Therefore coordination between the City of Berkeley and the adjacent jurisdiction is essential. Major issues that must be addressed are: 1) the benefits and implications of establishing and maintaining a firebreak between the

wildland areas and the residential areas of Berkeley, and 2) joint response plans to fires in the area.

To fight fires effectively, adequate water pressure, supply, and delivery must be available. While water pressure is generally adequate throughout the city, fire-fighting capability can be hampered by supply and pressure limitations in particular water pressure zones. Moreover, an earthquake can easily sever water lines in the area. Several areas in the East Bay Hills can produce flame fronts that cannot be controlled with water from hydrants, fire truck hoses, or helicopter buckets, or with retardant drops from air tankers, until the winds die down in the late afternoon. Compounding this threat is the fact that evacuation can be difficult, slow, and dangerous due to winding and narrow roadways in the hills.

A secondary hazard is the potential for massive land sliding on fire-burned hillsides when heavy rains follow firestorms. Extreme heat from firestorms can create an impermeable soil layer beneath the surface. When heavy rains fall on denuded slopes, soil saturation occurs rapidly and the danger of landslides in susceptible areas is great, posing a risk to life, structures, and infrastructure.

In conclusion, areas of the city that are most vulnerable to fire hazards are:

Hillside Residential Areas Near and Adjacent to Wildland Areas - There are approximately 750 residences in vulnerable hillside areas in Berkeley.

Structures Built with Combustible Materials - The presence of wood siding, shake roofs, and other combustible materials heightens the vulnerability of residences and structures in the hills area.

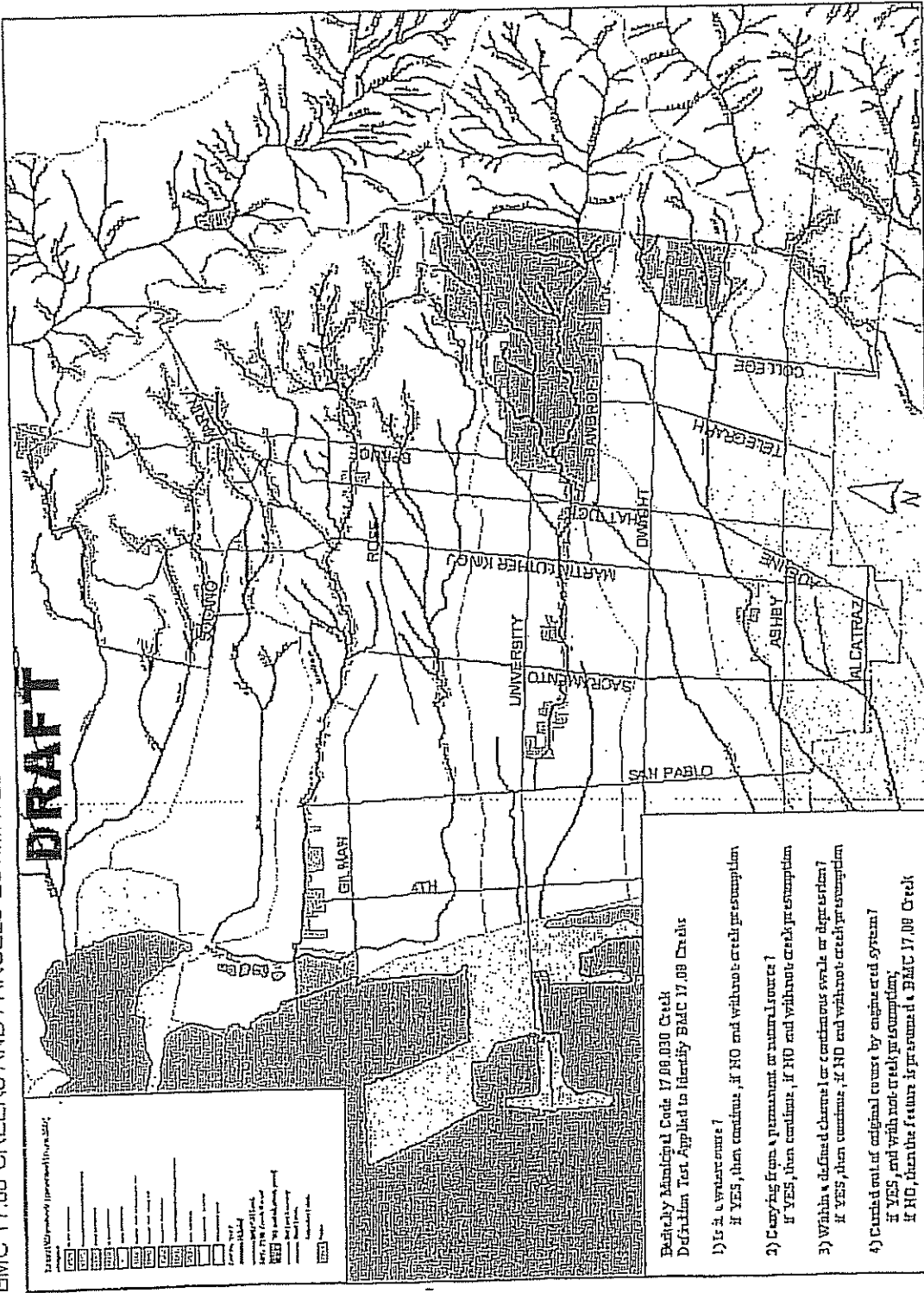
Areas of Heavy or Unmanaged Vegetation - Dense vegetation increases the danger to people and structures from fire. The fuel load is particularly high in the Berkeley hills.

Circulation and Utilities - As demonstrated in the 1991 firestorm, narrow winding roads can become inaccessible and unusable for evacuation or for emergency equipment and personnel. Aboveground utility poles can exacerbate problems.

The Water Delivery System - In an emergency the age of the existing water supply system may cause the system to be unreliable.



BMC 17.08 CREEKS AND PARCELS ESTIMATED WITHIN 30 FEET OF THESE CREEKS 2148 OF 26219 PARCELS (8.2%)



**DRAFT**

Legend

[Symbol]	17.08 Creek Channel
[Symbol]	17.08 Creek Bed
[Symbol]	17.08 Creek Bank
[Symbol]	17.08 Riparian Area
[Symbol]	17.08 Parcel
[Symbol]	17.08 Road
[Symbol]	17.08 Watercourse
[Symbol]	17.08 Wetland
[Symbol]	17.08 Other

- Basically Municipal Code 17.08.030 Creek Definition Test Applied to Identify BMC 17.08 Creeks
- 1) Is it a watercourse?  
If YES, then continue, if NO end without creek presumption
  - 2) Capacity from a permanent or natural source?  
If YES, then continue, if NO end without creek presumption
  - 3) Within a defined channel for continuous flow or intermittent?  
If YES, then continue, if NO end without creek presumption
  - 4) Curved out of original course by engine or dike system?  
If YES, end without creek presumption,  
If NO, then the feature is presumed a BMC 17.08 Creek

MILES



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

# WATER HEATER STATEMENT OF COMPLIANCE

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

Property Address: 2830 Derby Berkeley, Ca 94705, Berkeley CA 94530

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

Seller: *[Signature]* Susan D. Keane Thomas and Susan Keane Date 6-30-06  
(Signature) (Print Name)

Seller: *[Signature]* John E. and Justin T. Keane Date 6/30/06  
(Signature) (Print Name)

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

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

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

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525 South Virgil Avenue, Los Angeles, California 90020

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



WHS REVISED 4/05 (PAGE 1 OF 1)

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

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

Derby Street L



SMOKE DETECTOR STATEMENT OF COMPLIANCE

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

Property Address: 2830 Derby Berkeley, Ca 94705, Berkeley CA 94530

- 1. STATE LAW: California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector...
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling...
4. EXCEPTIONS: Exceptions to the State Law are generally the same as the exceptions to the Transfer Disclosure Statement Laws.
5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller [Signature] Susan D. Keane Thomas and Susan Keane Date 6-30-06

Seller [Signature] John E. and Justin T. Keane Date 6/30/06

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

Buyer (Signature) (Print Name) Date

Buyer (Signature) (Print Name) Date

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



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



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

The following terms and conditions are hereby incorporated in and made a part of the:  California Residential Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement, or  other: \_\_\_\_\_, dated \_\_\_\_\_, on property known as: 2830 Derby Berkeley, Ca 94705, Berkeley CA 94530 ("Property") in which \_\_\_\_\_ is referred to as Buyer or Tenant and Thomas and Susan Keane, John E. and Justin T. Keane 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.

Thomas and Susan Keane  
Seller or Landlord Thomas and Susan Keane

6-30-06  
Date

John E. and Justin T. Keane  
Seller or Landlord John E. and Justin T. Keane

6/30/06  
Date

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FLD REVISED 1/03 (PAGE 1 OF 2)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
Seller's Initials ( JTK ) ( SK )

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



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

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

**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.**

Grubb Company, Helene Barkin  
Agent (Broker representing Seller) Please Print

By Helene Barkin 7/6/2006  
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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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property Address: 2830 Derby Street Berkeley

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 JTK JK / Buyer's Initials (\_\_\_\_) (\_\_\_\_)

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

2830 Derby Street Berkeley

**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 JKR (SD) Buyer's Initials ( ) ( )

JKR JKR

Property Address: 2830 Derby Street Berkeley

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

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

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

MEGANS LAW DATABASE

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

RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

John R Keane 6/30/06

Gusman D. Keane  
Seller Date

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

J E Keane  
John T Keane 6/30/06  
Seller Date

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



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

- Helpful
- Too detailed
- Not detailed enough
- Clearly written
- Confusing
- The booklet helped me to locate earthquake weaknesses in my home.
- I have strengthened my home to resist earthquakes.
- I plan to fix my home's earthquake weaknesses.
- The booklet helped me find out that my home did not have any earthquake weaknesses.

The year my home was built was \_\_\_\_\_.

Comments: \_\_\_\_\_  
\_\_\_\_\_

**We Want To Hear From You!**

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

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

Property Address: 2830 Derby Street Berkeley

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

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

**NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement).**  
Official C.A.R.\* Publication 5/05

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

Property Address: 2830 Derby Street Berkeley

Date 6/30/2006 Time \_\_\_\_\_  
(signature) John E Keane (printed name) Thomas E Keane

Date 6/30/2006 Time \_\_\_\_\_  
(signature) Justin T Keane (printed name) John E Keane  
Justin T Keane

**NOTE: For applicable transactions, it is also necessary to complete C.A.R. Standard form FLD-11 (Lead-based paint and Lead-based paint Hazards Addendum, Disclosure and Acknowledgement).**  
Official C.A.R.\* Publication 5/05



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

**NOTICE OF YOUR "SUPPLEMENTAL"  
PROPERTY TAX BILL**  
(C.A.R. Form SPT, 10/05)

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

Property Address 2830 Derby Berkeley, Ca 94705

Berkeley, CA 94530

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

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

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

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

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

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

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

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525 South Virgil Avenue, Los Angeles, California 90020

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



SPT 10/05 (PAGE 1 OF 1)

**NOTICE OF YOUR SUPPLEMENTAL PROPERTY TAX BILL (SPT PAGE 1 OF 1)**

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

Derby Street L

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No.	Street, City, Zip	Date of Inspection	No. of Pages
2830	DERBY STREET, BERKELEY, CA, 94705	07/11/06	13



## Structural Renewal, Inc.

5300 HUNTINGTON AVENUE • RICHMOND, CALIF. 94804 • (510) 524-3112 • FAX: (510) 524-3767

Firm Registration No. PR 0195	Report No. 9192	Escrow No.
Ordered By: THE GRUBB COMPANY 3070 CLAREMONT AVENUE BERKELEY CA 94705 HELENE BARKIN	Property Owner/Party of Interest: TOM KEANE 2830 DERBY STREET BERKELEY CA 94705	Report Sent To:

COMPLETE REPORT    
 LIMITED REPORT    
 SUPPLEMENTAL REPORT    
 REINSPECTION REPORT

General Description: 2 STORY SINGLE FAMILY RESIDENCE	Inspection Tag Posted: BASEMENT
	Other Tags Posted: SRI 2/6/04

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    
 Drywood Termites    
 Fungus/Dryrot    
 Other Findings    
 Further Inspection

If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

**RECEIVED & READ**

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

NOTE: DIAGRAM IS DISPLAYED ON PAGE 2.

Inspected By Kent Stonebraker    License No. OPR 5580    Signature *Kent Stonebraker*

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 10, Sacramento, California 95825-3204.

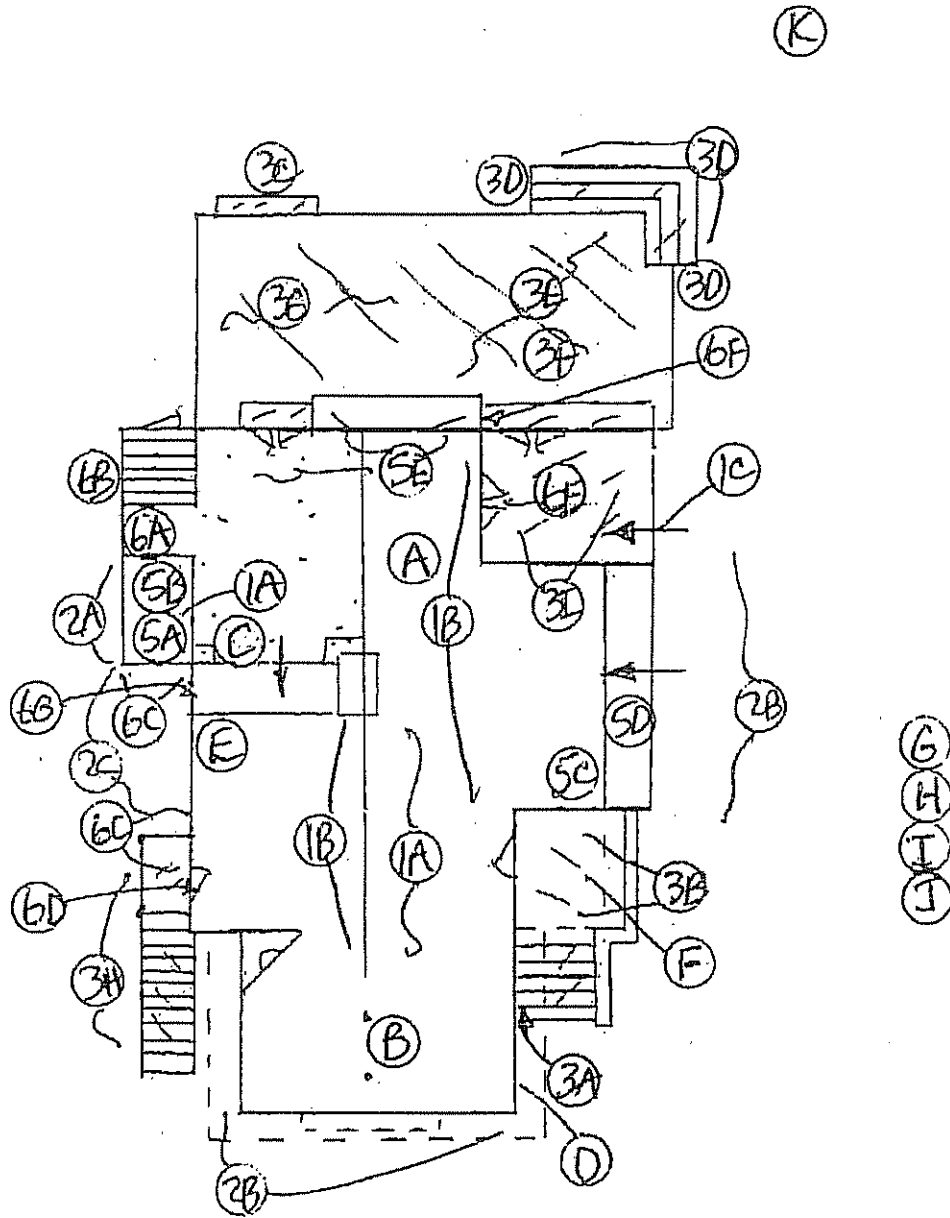
NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8168 or www.pestboard.ca.gov. 43M-41 (Rev. 10/01)

2nd

PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

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BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

" ANYONE READING THIS REPORT MUST READ THE FOLLOWING"

What is a Wood Destroying Pest & Organism Inspection Report ?

READ THIS DOCUMENT. IT EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION AND A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT.

A Wood Destroying Pest & Organism Inspection Report contains findings as to the the presence or absence of evidence of Wood Destroying Insects or Organisms in visible and accessible areas on the date of inspection and contains our recommendations for correcting any infestations, infections, or conditions found. The contents of the Wood Destroying Pest & Organism Inspection Report are governed by the Structural Pest Control Act and Its Rules and Regulations.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to Wood Destroying Organisms. A Wood Destroying Pest and Organism Inspection Report does not contain information about any such defects as they are not within the scope of that license of the inspector or the company issuing this report.

\*\*\*IMPORTANT-----PLEASE READ CAREFULLY\*\*\*\*

#### AREAS NOT INSPECTED

This is a report of an inspection for wood destroying pest and organisms at accessible and visible parts of the building shown on the diagram. We did not inspect areas immediately under or behind finished walls, appliances, carpeting, insulation or personal stored property/articles. We did not open cabinet drawers, cabinet doors, or move personal articles inside closets. We did not inspect inside finished walls or ceilings. Inspection of these areas is not practical, unless noted. Our inspection does not include inspection of the electrical, heating, mechanical or plumbing systems unless noted. We did not inspect the roof covering. We did not use a ladder to inspect the exterior siding, windows or any other part of the exterior. If any information is desired about any areas not inspected by this firm, a company that makes home and roof inspections should be engaged. It is possible for wood destroying pests and organism, infestations of termites and infections to be concealed and not evident at the time of our inspection.

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**NOTICE: REINSPECTION:**

A reinspection of the structure (s) described herein will be performed by Structural Renewal, Inc. and an estimate given, if so requested by persons ordering the original report. This company will reinspect repairs done by others within (4) months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas are desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs. Structural Renewal, Inc. will reinspect only for the presence or nonpresence of active infestation or infection or conditions deemed likely to lead to such. We will not pass, repairs performed, but not finalized by the Local Building Authority. SHOULD ANY PERSONS OR FIRMS UNDERTAKE REPAIRS OUTLINED IN THIS REPORT, THEY SHALL BE RESPONSIBLE FOR ASSESSING SCOPE OF WORK AND BID TO PERFORM PROPER REPAIRS. Structural Renewal, Inc. will not be responsible for any damage more extensive than outlined.

**NOTE:** ONLY A LICENSED STRUCTURAL PEST CONTROL FIRM MAY APPLY ANY CHEMICAL FOR TREATMENT OF ANY WOOD DESTROYING ORGANISMS, INCLUDING FUNGICIDES. FOR EXEMPTIONS, SEE SECTIONS 8555 AND 8556 OF THE BUSINESS AND PROFESSIONS CODE. IF A CONTRACTOR TREATS FOR ACTIVE INFESTATIONS OR INFECTIONS - THE CONTRACTOR IS TREATING ILLEGALLY.

**WARNING:**

OWNER MUST BE AWARE OF THE ABOVE IF OBTAINING COMPETITIVE ESTIMATES. ALSO, NO GUARANTEES OR WARRANTIES SHALL BE GIVEN BY STRUCTURAL RENEWAL, INC, REGARDING THE WORKMANSHIP OR QUALITY OF MATERIALS IF REPAIR WORK IS PERFORMED BY OTHERS, EVEN IF WORK IS ACCEPTABLE AND APPROVED BY THIS FIRM.

**GUARANTEE:** All work performed by Structural Renewal, Inc. is guaranteed for a period of one (1) year from the date of completion. (EXCEPTIONS) Plumbing, caulking and linoleum work is guaranteed for thirty (30) days only. The report in regard to findings, shall be valid for one (1) year. There are no guarantees given for caulking, sealing, roofing, plumbing and other such mechanical failures. Outlined repair work will not be accepted after six (6) months without a new inspection report being issued. See Work Authorization Agreement regarding bill of acceptance.

**NOTE:** Areas of new wood replacement and/or stucco repair shall be prime painted one coat only unless specifically mentioned elsewhere in this report. It shall become the owner's responsibility to keep these areas finish painted during the course of property maintenance. All pesticides and fungicides shall be applied by state certified applicator and in accordance with the chemical manufacturer's label requirements.

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NOTE: This inspection and report does not include any inspection for the presence of asbestos. The owner or contractor must determine whether asbestos is present prior to commencement of any work. Employees/occupants must be protected from asbestos fiber release. Any work in progress by Structural Renewal, Inc. will be halted if it is believed that asbestos is observed in such areas. Structural Renewal Inc. would then resume work only after the area has been certified as safe, by an asbestos abatement contractor. Owner to contact asbestos contractor. Structural Renewal, Inc. shall be held harmless from all claims of any nature pertaining to asbestos by owner/agent/tenant or third party.

"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."

## NOTE:

THIS IS A SEPARATED REPORT WHICH DEFINES AS SECTION 1 OR SECTION 2 CONDITIONS EVIDENT ON THE DATE OF INSPECTION.

SECTION 1 CONTAINS ITEMS WHERE THERE IS VISIBLE EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION.

SECTION 2 ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION, BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND.

FURTHER INSPECTION: FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREAS WHICH DURING THE ORIGINAL INSPECTION, DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE THE INSPECTION AND CANNOT BE DEFINED AS SECTION 1 OR SECTION 2.

## SUBAREA-VENTILATION:

ITEM 1A: Cellulose debris (wood, paper products) was noted in the subarea.  
RECOMMENDATION: Remove all cellulose debris of a size that can be raked or larger.

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

ITEM 1B: Subsoil is close and to having some earth contacts at the foundation sill plates where indicated on the diagram.

RECOMMENDATION: Excavate the soil in a manner that would provide for a minimum 3-4" clearance and redistribute within the substructure area.

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

ITEM 1C: Fungus decay was found to the plywood access door.

RECOMMENDATION: Replace with new exterior plywood, primer paint all six sides and secure with new barrel bolt.

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

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## FOUNDATION:

ITEM 2A: Exterior soil has built up to the base of the exterior wall at neighbors yard.

RECOMMENDATION: Owner to have neighbor keep the soil level well maintained that would be kept below the foundation sill plate.

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

ITEM 2B: Bark and some soil contacts noted to the lower part of the shingle walls.

RECOMMENDATION: Owner to grade the soil at a slightly lower level and maintain as part of gardening maintenance.

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

ITEM 2C: Owner has previously graded the exterior soil and is still sloped slightly toward the structure.

RECOMMENDATION: Owner to keep this area under periodic observation, especially during the inclement weather season. Should any drainage concerns arise, engage the services of a drainage expert for appraisal. The other option would be to remove the soil at a lower level where the finish grade would be a swale type affect (sloped away from structure). Periodic observations may be more practical at this time.

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

## PORCHES-STEPS-DECKS-PATIOS:

ITEM 3A: Fungus decay found to the sill plate at bottom wood step.

RECOMMENDATION: Remove the bottom step tread, cut out sill plate and replace with retrofitted anchor bolts and reinstall step tread.

NOTE: Owner will find it necessary to keep treads and risers, as voids are apparent, well sealed to minimize against moisture intrusion and possible future decay.

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

ITEM 3B: Prior repair is evident to the tongue and groove landing by others in the not too distant past. Minor fungus found to the underside of landing.

RECOMMENDATION: Remove fungus and chemically treat entire underside and step detail with TIM-BOR.

NOTE: Owner will find it necessary to keep the surface areas cleared of debris build ups and, again, well sealed to prolong serviceable life.

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

ITEM 3C: Step detail was found to have decay.

RECOMMENDATION: Replace with a poured concrete step.

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

ITEM 3D: Ends of the step details were found to have some decay and bottom step is in need of replacement with center jack in need of some repair.

RECOMMENDATION: Replace the step treads as practical. Bottom step would be one of poured concrete, repair the one center step jack and owner to keep periodically well maintained, thereafter, to prolong serviceable life.

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



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**PORCHES-STEPS-DECKS-PATIOS:**

ITEM 3E: Underside of decking was found to have some scattered decay at accessible areas.

RECOMMENDATION: Remove the fungus as practical and chemically treat the entire underside with TIM-BOR. See item #3G for additional work.

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

ITEM 3F: Wood scraps found beneath the deck and are in earth contact.

RECOMMENDATION: Remove and dispose of all cellulose debris of a rakeable size.

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

ITEM 3G: This section of decking was physically inaccessible for inspection due to construction detail and closeness of the soil with joist system. It could be determined, however, that some scattered minor fungus is present, as well.

RECOMMENDATION: Remove the several of the deck boards, remove the fungus as practical and chemically treat this section of decking with TIM-BOR. Resecure salvaged decking or replace with new as required.

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

ITEM 3H: Step and deck detail leading to upper level was noted to have been replaced by others in the not too distant past.

RECOMMENDATION: Owner to keep step and deck cleared of debris build ups and periodically sealed with deck type preservatives to prolong serviceable life.

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

ITEM 3I: The upper level balcony deck was noted to have been recently replaced by others, again, in the not too distant past. This balcony deck is situated over a finished ceiling, consequently over a roof cover that did not indicate any signs that would suggest leaks, infections or infestations, in my opinion. This can be a sensitive condition and periodic inspections are recommended in the future.

RECOMMENDATION: In the meantime, owner to keep under periodic observation during the inclement weather season.

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

**INTERIOR-BATHROOMS-ATTIC:**

ITEM 5A: The plastered walls and tub at lower level are not a conventional type tub shower facility, and is without the benefit of an overflow drain. This facility was water tested and due to the absence of any leaks, infections or structural damage, any alterations at this time would be cost impractical, in my opinion.

RECOMMENDATION: Owner to engage the services of a painting contractor for applying a quality marine type paint to prolong serviceabilities in the future. Owner should eventually anticipate replacement here. Bid for replacement would be given upon request only.

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

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**INTERIOR-BATHROOMS-ATTIC:**

- ITEM 5B: Tile floor at the lower level bathroom was found to be cracked and to have some loose tiles.  
RECOMMENDATION: Owner to engage the services of a tile setter for appraisal and repair.  
\*\*\*\*\* This is a Section 2 Item \*\*\*\*\*
- ITEM 5C: Water closet at this upper level bathroom was found to be loose.  
RECOMMENDATION: Owner to engage the services of a licensed plumber for resetting and securing the water closet.  
\*\*\*\*\* This is a Section 2 Item \*\*\*\*\*
- ITEM 5D: Caulking to the inside corner was noted to be cracked and pulling away from this tub/shower facility. Tiles were tap tested and no looseness noted at this time.  
RECOMMENDATION: Owner to engage the services of a contractor familiar with cleaning and recaulking, and for the owner, thereafter, to keep periodically well maintained.  
\*\*\*\*\* This is a Section 2 Item \*\*\*\*\*
- ITEM 5E: Some black discoloring was noted to the interior side of dual glazed windows at the upper level sun room. Some minor deterioration may represent some present leaks.  
RECOMMENDATION: Owner to engage the services of a painting contractor for appraisal and repair.  
\*\*\*\*\* This is a Section 2 Item \*\*\*\*\*

**EXTERIOR-ABUTMENTS:**

- ITEM 6A: Fungus decay was found to the roof sheathing and rafter of this roof detail servicing the basement entry.  
RECOMMENDATION: Owner to engage the services of a roofing contractor for appraisal and repair to the wood members and roof cover.  
\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*
- ITEM 6B: Some earth contact and decay found to bottom of common fence that is in contact with structure.  
RECOMMENDATION: Insert metal flashing to isolate this condition and owner to maintain the fence accordingly as part of property maintenance.  
\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*
- ITEM 6C: Fungus decay was found to the lower row of wood shingles at these two locations where indicated on diagram.  
RECOMMENDATION: Owner to engage the services of a shingling contractor for appraisal and repair.  
\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*
- ITEM 6D: Fungus decay was found to this upper level 10-lite dual glazed door.  
RECOMMENDATION: Replace with new prehung door to match detail as practical and prime paint only. Reinstall existing hardware.  
\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

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- ITEM 6E: Fungus decay was found to this dual glazed 5' set of double doors where indicated on diagram. Height is substandard.  
RECOMMENDATION: Replace with new prehung dual glazed doors to match detail as practical. Primer paint and install standard hardware.  
\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*
- ITEM 6F: Fungus decay was found to this small wood sash window at balcony deck.  
RECOMMENDATION: Replace this stationary window and prime paint one coat only. Weather stripping if any is not included. Owner to finish paint with an exterior grade enamel to protect the new window, failure to do so will void warranty.  
\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*
- ITEM 6G: This upper wood sash is decayed at upper level.  
RECOMMENDATION: Replace to match as near as practical, apply a primer coat of paint only and reuse existing hardware. Weather stripping, if any, is not included. Owner to finish paint with an exterior grade enamel to protect the new window, failure to do so will void any warranty.  
\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

As per Title 16, Section 1991 (Report Requirements Under Section 8516 (b)10) Subsection (c) We are required to state which items may require a building permit.

I BELIEVE THE FOLLOWING ITEM(S) REQUIRE A CITY BUILDING PERMIT: #3C, #3D, #3G, #6D, #6E, #6F and #6G.

These items shall be performed as outlined only for this cost. Any upgrades, code compliance or additional work required by the local building department, other than outlined, shall incur additional labor, materials and permit fees.

If individual items are ordered separately, the cost for such items may increase.

**\*\*THERE IS A JOB MINIMUM OF \$450.00 TO ORDER WORK\*\***

**GENERAL INFORMATION AND MAINTENANCE ITEMS**

- A. Portions of the subarea framing are inaccessible for inspection due to placement of plywood shear panels. No representations can be given here, unless panels are removed; however, we noted no indications to suggest an obvious ongoing problem at visually accessible areas that would justify such measures, in my opinion.
- B. 2 x 4 posts are resting on pieces of concrete at this section of beam line. Presently, this is not considered a structural pest control concern and any further representations would have to come from others.

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C. There is an existing sump pump situated at the basement and water was seeping from the concrete steps toward the sump pump. Although, may be working effectively, any further representations would have to come from others.

D. Foundation crack is, presently, not considered a structural pest control concern, as well, and any further representations would have to come from others.

E. The granite type tile top at kitchen was presently sound and serviceable and no plumbing leaks noted at this time.

F. Tub is situated over a porch soffit detail indicating no signs that would suggest an ongoing problem to warrant further inspection/alterations. Owner to exercise periodic maintenance when it becomes apparent in the future.

G. The attic space, if any, was not inspected, as physical damage may occur to the finished ceiling during the course of inspection. Attic space would be inspected, providing this company would receive a written release of any damage that may occur during the course of a normal inspection. Attic would only be inspected, providing it is physically accessible and without the benefit of insulation.

H. The exterior roof, gutters and down spouts were not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the State Contractor's License Board.

I. The exterior shingles were noted to show some signs of weathering and are presently sound and serviceable. I encourage the owner to keep the exterior shingles well scraped and sealed. If this is beyond owner maintenance, I suggest owner engage the services of a licensed painter for appraisal.

J. Window details are generally a very sensitive condition and it would behoove the owner to keep the window frames, trim surrounds, sills, etc., periodically scraped, puttied, caulked, sealed and painted.

K. Detached out building was not inspected and is not to be considered a part of this inspection report.

11th

PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

2830	DERBY STREET, BERKELEY, CA, 94705	07/11/06	9192
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

COST OF THIS INSPECTION: \$ 310.00 PAID

NOTE: A BUILDING PERMIT IS REQUIRED FOR MANY SECTION 1 AND SOME SECTION 2 ITEMS PLEASE REFER TO ITEMS IN REPORT OR CONTACT US TO GUIDE YOU IF YOU ARE HAVING SOMEONE ELSE PERFORM THE WORK.

\*PERMIT FEES INCLUDE RELATED COSTS AND SMOKE ALARMS IF REQUIRED.

SECTION 2 ITEMS ARE NOT REQUIRED FOR CERTIFICATION.

IF YOU WISH STRUCTURAL RENEWAL, INC., TO PERFORM THE ABOVE WORK, PLEASE SIGN ONE COPY OF THE ATTACHED WORK AUTHORIZATION AGREEMENT, (PESTICIDE NOTICE IF APPLICABLE), FORWARD, AND WE SHALL CONTACT YOU WITH A COMMENCEMENT DATE.

PLEASE REFER TO THE WORK AUTHORIZATION AGREEMENT REGARDING PROGRESS AND FINAL PAYMENT.

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE TO YOU!  
MYR

12th PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

2830	DERBY STREET, BERKELEY, CA, 94705	07/11/06	9192
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

\*\*\* OCCUPANTS CHEMICAL NOTICE \*\*\*  
 \*\*\* THIS MUST BE READ, SIGNED and RETURNED \*\*\*  
 \*\*\* See bottom of page two. \*\*\*

Structural Renewal, Inc. will use pesticide chemical(s) specified below for the control of wood destroying pests or organisms in locations identified in the Structural Pest Control report as indicated above.

(1) The pest(s) to be controlled:  SUBTERRANEAN TERMITES  BEETLES  
 FUNGUS or DRY ROT  DRY-WOOD TERMITES  OTHER \_\_\_\_\_

(2) The pesticide(s) proposed to be used and the active ingredient(s).

- A. TIM-BOR: Active ingredients: Disodium Octaborate Tetrahydrate.98.0%  
Inert ingredients...2.0%
- B. PREMISE 75: Active ingredients: Imidacloprid  
1- [(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine...75.0%  
Inert ingredients...25.0%
- C. VIKANE: Active ingredient: Sulfuryl Flouride...99.8%  
Inert Ingredients...0.2% (Warning Agent: Chloropicrin)
- D. COPPER GREEN: Active ingredient: Copper Naphthenate...9.08%  
Inert ingredients...90.92%
- E. TERMIDOR: Active ingredient: Fipronil...9.1%  
Other Ingredients...90.9%
- F. OTHER: \_\_\_\_\_

(3) "State Law requires that you be given the following information: CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized".

Physical contact with TIM BOR and PREMISE 75 may cause itchy eyes and irritated skin.

OTHER CHEMICALS: (Not including TIM-BOR and PREMISE 75) "If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control company immediately".

13th PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

2830	DERBY STREET, BERKELEY, CA, 94705	07/11/06	9192
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

For further information, contact any of the following:

Structural Renewal Inc. .... (510) 524-3112

For Health Questions:

Alameda Health Department/E.P.A. -unincorporated areas. (510) 567-6700  
 (Other cities, call your local fire department)

Contra Costa County Health Department ..... (925) 313-6710  
 Poison Control Center ..... (800) 876-4766

For Application Information:

Alameda County Agriculture Commissioner ..... (510) 670-5232  
 Contra Costa County Agriculture Commissioner ..... (925) 646-5250

For Regulatory Information:

Structural Pest Control  
 1418 Howe Avenue, Suite 18, Sacramento, CA 95825-3204. (800) 737-8188

Persons with respiratory or allergic conditions, or others who may be concerned about their health relative to this chemical treatment, should contact their physician concerning occupancy during and after chemical treatment prior to signing this NOTICE.

NO CHEMICAL APPLICATION WILL BE PERFORMED UNTIL SUCH TIME THAT THIS NOTICE IS RETURNED. HAVING READ THE INSTRUCTIONS, I, THE UNDERSIGNED, WILL ACCEPT RESPONSIBILITY FOR ALL THE AFOREMENTIONED ON PAGE 1 AND 2 OF THIS NOTICE.

\_\_\_\_\_  
OWNER/OCCUPANT DATE

\_\_\_\_\_  
OWNER/OCCUPANT DATE

This notice was delivered by:  First class mail  Fax  Personal delivery

NOTE: If you hire a general contractor, please be aware of the following. General Contractors can only apply fungicides to end cuts, drilled holes and foundation sills. They are not allowed to apply to walls, floors or other members, as per California Business and Professions code 8556 (a). General Contractors must also notify the consumer regarding such use and application, prior to the application. General Contractors are not licensed or trained to apply chemicals.

HOLD HARMLESS AGREEMENT  
PEST CONTROL

Dated: 7/11/06 for property located at 2830 Derby Street, by  
and between \_\_\_\_\_, as Buyer(s)  
and John, Justin, Susan and Tom Keane, 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 STRUCTURAL RENEWAL, dated July 11, 2006 in the amount of \$10,400 for section I and in the amount of \$350 + BYOWNY CONTRACTORS 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:*

<u>John R Keane</u>	<u>6-30-06</u>	_____	_____
Seller	Date	Buyer	Date
<u>Susan D. Keane</u>	_____	_____	_____
Seller	Date	Buyer	Date
<u>[Signature]</u>	<u>6/30/06</u>	_____	_____
Seller	Date	Buyer	Date





# Structural Renewal, Inc.

5300 HUNTINGTON AVENUE • RICHMOND, CALIF. 94804 • (510) 624-3112 • FAX: (510) 624-3767

## WORK AUTHORIZATION CONTRACT

Address of Property: 2830 DERBY STREET, BERKELEY, CA, 94705  
 Inspection Date: 07/11/2006  
 Report #: 9192  
 Title Co. & Escrow #:

### SECTION 1

1A: \$ 220.00  
 1C: \$ 450.00  
 3A: \$ 280.00  
 3B: \$ 320.00  
 3C: \$ 550.00  
 3D: \$ 1200.00  
 3E: \$ 600.00  
 3F: \$ 125.00  
 3G: \$ 1260.00  
 6A: OTHR/TRADE  
 6B: \$ 300.00  
 6C: OTHR/TRADE  
 6D: \$ 1495.00  
 6E: \$ 2400.00  
 6F: \$ 580.00  
 6G: \$ 620.00

### SECTION 2

1B: \$ 350.00  
 2A: OWNER  
 2B: OWNER  
 2C: OWNER  
 3H: OWNER  
 3I: OWNER  
 5A: OTHR/TRADE  
 5B: OTHR/TRADE  
 5C: OTHR/TRADE  
 5D: OTHR/TRADE  
 5E: OTHR/TRADE

### FURTHER INSPECTION

We Authorize the Following Section 1 Items to be Performed.

1A,1C,3A,3B,3C,3D,3E,3F,3G,6B,6D,6E,6F,6G

Proposed Cost Section 1: \$ 10400.00

We Authorize the Following Section 2 Items to be Performed.

1B

Proposed Cost Section 2: \$ 350.00

PERMIT: \$ 1040.00

Total - All Sections: \$ 11790.00

We Authorize the Following Items for Further Inspection.

Proposed Cost Fur.Insp.: \$ 0.00

### MOLD DISCLAIMER

There may be health related issues associated with the structural repairs reflected in the inspection report referenced by this Work Authorization Contract. These health issues include but are not limited to the possible release of mold spores during the course of repairs. By California and Federal Law, we are neither qualified nor licensed to inspect or address health related molds or fungi and do not render any opinion concerning such health issues or any special precautions. Any questions concerning health issues or any special precautions to be taken prior to or during the course of such repairs should be directed to a Certified Industrial Hygienist before any such repairs are undertaken.

I have read this work authorization contract and WDO inspection report it refers to.

**SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE WORK WILL BE SCHEDULED.**

I have read and understand the terms of this work authorization contract and hereby agree to all terms thereof.

APPROVED AND READ BY:

DATE

ACCEPTED FOR:

STRUCTURAL RENEWAL, INC.

DATE



# Structural Renewal, Inc.

5300 HUNTINGTON AVENUE • RICHMOND, CALIF. 94804 • (510) 524-3112 • FAX: (510) 624-3767

## WORK AUTHORIZATION CONTRACT

Address of Property: 2830 DERBY STREET, BERKELEY, CA, 94705  
Inspection Date: 07/11/2006  
Report #: 9192  
Title Co. & Escrow #:

PLEASE CIRCLE THE ITEMS YOU WISH TO HAVE PERFORMED

CUSTOMER INFORMATION: READ REPORT AND THIS CONTRACT BEFORE SIGNING

IF FUNDS ARE NOT BEING HELD IN AN ESCROW ACCOUNT, PRIOR ARRANGEMENTS MUST BE AGREED UPON BY STRUCTURAL RENEWAL, INC. BEFORE ANY WORK CAN BE STARTED. THIS WORK MAY REQUIRE PROGRESS PAYMENTS.

The total amount of this contract is DUE AND PAYABLE UPON COMPLETION of the work. ANY WORK PERFORMED AGAINST AN EXISTING TITLE IN ESCROW WILL BE THE FINANCIAL RESPONSIBILITY OF THE PARTY ORDERING THE INSPECTION REPORT, IN THE EVENT OF A CANCELLED TITLE IN ESCROW.

Customer agrees to hold company harmless for any damage which may occur to plant life, wiring, trees, vines, pets, tile roofs, plumbing leaks, or changes beyond control of the company which may occur during the performance of this work. In case of non-payment by owner, reasonable attorney's fees and costs of collection shall be paid by the owner, whether suit be filed or not. A SERVICE CHARGE OF 1-1/2 PERCENT, PER MONTH WILL BE CHARGED ON ALL BALANCE OVER (30) DAYS. THE 1-1/2 PERCENT, PER MONTH, EQUALS 18 PERCENT, PER ANNUM OF THE UNPAID BALANCES.

NOTE: ANY ADDITIONAL WORK, OTHER THAN OUTLINED IN THE REPORT, THAT MAY BE REQUIRED BY THE LOCAL BUILDING AUTHORITY, WILL NOT BE PERFORMED UNDER THIS AGREEMENT, A SEPARATE COST WILL BE GIVEN. Any additional damage found while work is being performed will be supplemented by a report as to additional findings and costs.

ALL PRICES QUOTED ARE SUBJECT TO REVIEW WITHIN THIRTY DAYS (30), AFTER WHICH TIME THE TERMS HEREOF SHALL NOT BE BINDING UPON STRUCTURAL RENEWAL, INC. IF FOR ANY REASON THE REPORT OR WORK AUTHORIZATION AGREEMENT DOES NOT MEET WITH YOUR COMPLETE SATISFACTION OR CONFORM TO KNOWN DATA, PLEASE DO NOT SIGN.

PRICES QUOTED ARE SUBJECT TO CHANGE IF ALL ITEMS ARE NOT ORDERED. OUR MINIMUM CHARGE IS \$450.00 FOR ANY SINGLE ITEM. CONTRACT SUBJECT TO CHANGE REGARDING CURRENT MATERIAL PRICES.

NOTICE TO PROPERTY OWNERS: (Section 7018 of the California Contractors License Law, Business & Professional Code Div. 3, Chap. 9) Provides under the Mechanic's Lien Law 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 the court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the contractor, laborer, or supplier remains unpaid.

Payments to be 1/3 upon commencement, 1/3 upon request, and balance upon completion.

PLEASE PRINT IN AREAS BELOW:

TITLE COMPANY OR PERSON RESPONSIBLE FOR PAYMENT: \_\_\_\_\_

ESCROW # \_\_\_\_\_ FAX # \_\_\_\_\_ TELE# \_\_\_\_\_

SELLER \_\_\_\_\_ DAY # \_\_\_\_\_ EVENING # \_\_\_\_\_ FAX # \_\_\_\_\_

BUYER \_\_\_\_\_ DAY # \_\_\_\_\_ EVENING # \_\_\_\_\_ FAX # \_\_\_\_\_

I have read this work authorization contract and WDD inspection report it refers to.

SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE WORK WILL BE SCHEDULED.

I have read and understand the terms of this work authorization contract and hereby agree to all terms thereof.