

Listing Agent: Helene Barkin

Property Address: 6170 Contra Costa Road Oakland, Ca 94618

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

CURRENT DISCLOSURES

1. MLS Property Information Sheet, 1 page.
2. Metroscan Property Profile, 1 page.
3. Real Estate Transfer Disclosure Statement dated 2/24/07, 3 pages, and Sellers 1 page addendum dated 3/7/07 .
4. Listing Agents' Real Estate Disclosure Supplement dated 3/6/06, 1 page.
5. Sellers' Supplement to Real Estate Transfer Disclosure Statement dated 2/24/07, 4 pages.
6. Supplemental Statutory and Contractual Disclosure dated 12/8/06, 1 page.
7. Oakland Ordinance Addendum, 4 page(s).
8. Explanation of Agency Disclosure, Liquidated Damages, and Arbitration of Disputes, 3 pages.
9. Smoke Detector Statement of Compliance, 1 page.
10. Water Heater Statement of Compliance, 1 page.
11. Lead -Based Paint and Lead-Based Paint Hazards Disclosure, Acknowledgement and Addendum, 2 pages.
12. Receipt for the Environmental Hazards and Earthquake Safety Booklet, 1 page.
13. Notice of Your "Supplemental Property Tax Bill, 1 page.
14. Square Footage and Appraisal Advisory, 1 page.
15. Hold Harmless Pest Control 1 page.
16. Pablo Gutierrez Job Invoice, Waterproofing Services, 2 pages

Property Address: 6170 Contra Costa Road Page 1 of 2

<u>Seller</u>	<u>Seller</u>	<u>Buyer</u>	<u>Buyer</u>
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CURRENT REPORTS.

Page 2 of 2,

1. Structural Renewal Pest Report dated 2/27/07, 12 pages and Terminix Report dated 9/7/06, 7 pages .
2. JCP Geologists Report dated 12/12/06, 22 pages.
3. California Tax Data Report dated 12/11/06, 11 pages.
4. Preliminary Title Report by First American Title Company, Renee Haugen Escrow Officer dated 11/08/2006, 18 page(s).
5. Driveway Easement Agreement 4 pages dated 3/21/94 and 1 page Map.
6. Grant Deed, Exhibit A: Parcel 1, 2 & 3 easement for light, air and view, 4 pages.

The undersigned acknowledge timely receipt of the above referenced documents.

Seller Date

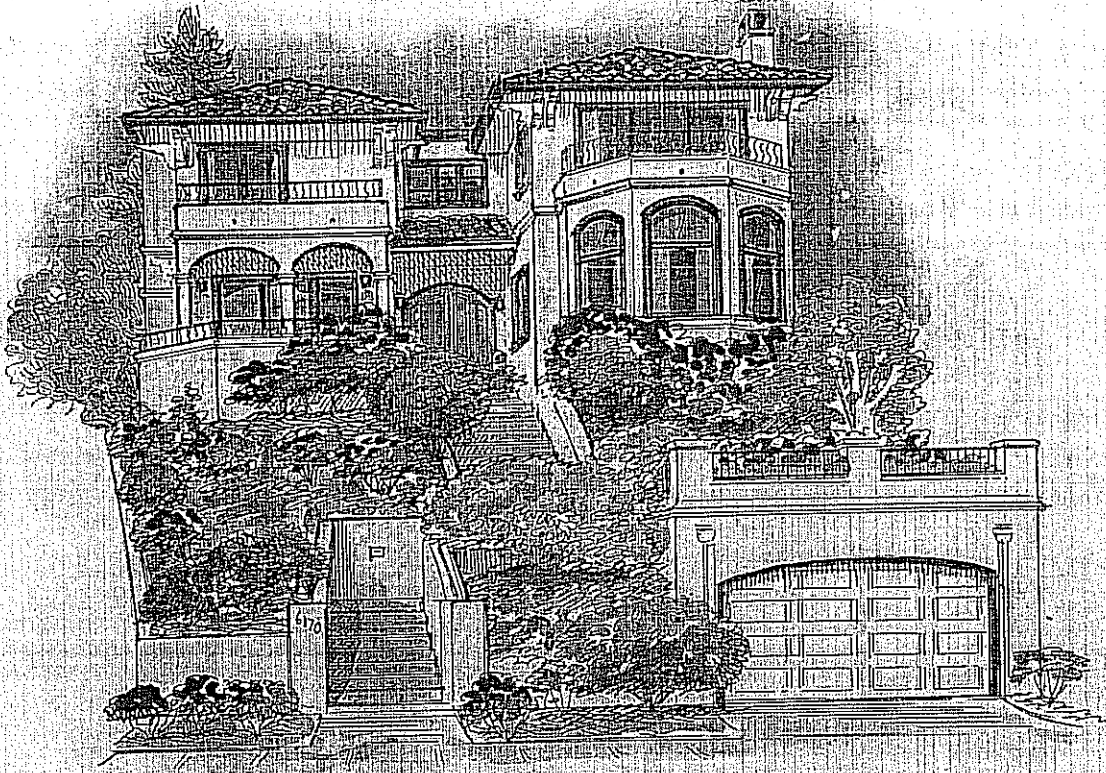
Buyer Date

Seller Date

Buyer Date

Listing Agent Date

Buyer's Agent Date



6170 Contra Costa Road
Oakland

PROPERTY REPORTS AND DISCLOSURES

The GRUBB Co.
REALTORS

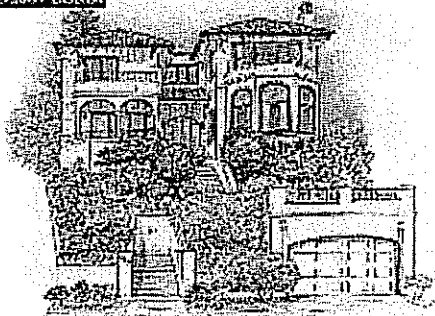
HELENE BARKIN, CRS

Broker Associate

510.652.2133/424

hbarkin@grubbco.com

helenebarkin.com

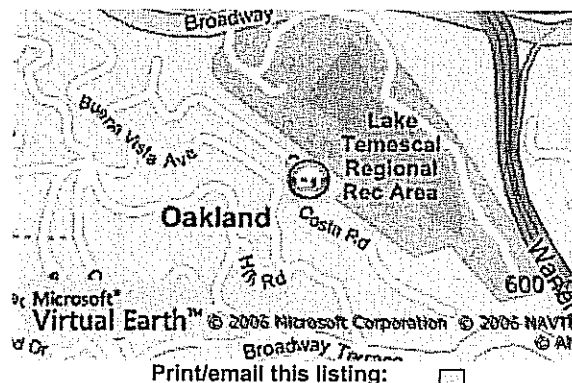


RESIDENTIAL Detached

List Price
\$1,920,000

Status
New

Virtual Tour Link



6170 CONTRA COSTA ROAD

Unit:

OAKLAND, CA 94618-2141

Orig. Price: \$1,920,000

Other

MLS Number: **40249072**

Area: 2618

Sold Price:

List Date: 3/12/2007

Off Mkt Date:

Pend Date:

COE Date:

DMLS: 2

DOM: 2

Bedrooms: 5 Yr Blt: 1996 Garage?: Yes
Baths/Par: 4 / 0 Age: 11 Spaces: 3
Sq Ft: 3940 Acres: 0.22 Fireplaces: 1
Source: Public Records Lot SF: 9384 Pool: Yes
D/N/S: Other Total Rms: 9
Bldr/Arch: D. TERPENING New Subdiv: No
Model: ITALIAN MED. Const St: Existing
List \$/SqFt: \$487

Remarks:
Beautiful custom built 2 story Italian Mediterranean with glorious views, large spaces, level garden, a practical floorplan and level in from 2nd garage. The family room is adjacent to the eat-in kitchen with a huge center island. Vaulted ceilings, arches & custom details add beauty & interest!

No. of Units: Complex:
%OwnOcc: Pets:
Unit's Floor:
TIC%: Unit
Type Own: Feat:

HOA?: No Name:

Fee: \$ Litigation: Trns Fee:

Amenities:

Fees Incl:

Docs:

New Sbdv:
Sales Ofc:

Confid. NSTT 3/15. Call, 1hr notice & go 9-4; 4-7 confirm appt. Sq. ft. of hm as per architect is 3891, as per assessor 3940. Assessor lot size also diff. from architect. Sq. ft. not verified or guaranteed by Sellers or Listing Agent

Remarks:

Occ. By: Owner Name:

Occ. Phone:

Lockbox?: Yes FRT RAIL, NSTT

Show Info: CALL, 1HR & GO 9-4- CONFIRM 4-7

24 Hr. Notice Req'd? No

Associated Docs Available: 0

Directions:

Cross St: BUENA VISTA

Thomas Bros. Map: 630B5

List Type: Excl Right

Comp Selling Ofc: 2.5

Dual/Variable: No

Listing Service: Full Service

Listing Ofc: THE GRUBB CO. INC.

Off (510) 652-2133

Office Fax(510) 652-0114

Listing Agt: HELENE BARKIN - (510) 652-2133 ext. 424

HBARKIN@GRUBBCO.COM

Co-List:

Zoning: 1001

APN: 048A710100801

Census Tract: 4043.00

Point of Sale Ord.: No

City Transfer Tax: Ye

Bath, Master: Split Bath, Stall Shower, Tub, Updated Baths

Lvl, Street: Other

Baths, Other: Shower Over Tub, Skylight, Solid Surface, Stall Shower, Tile, Updated ...

Lvl, Upper: 4 Bedrooms, 3 Baths, Laundry Facility, Master Bedrm Suite - 1, Master Bed..

Cooling: Ceiling Fan(s), Other

Lvl, Lower: 1 Bedroom, 1 Bath, Main Entry

Disabled:

Disclosure: Easements, Other - Call/See Agent

Kitchen: 220 Volt Outlet, Breakfast Bar, Breakfast Nook, Counter - Stone, Counter - Tile, Dishwasher, Eat In Kitchen, Garbage Disposal, Ice Maker Hookup, Island, Microwave, Oven Built-In, Pantry, Range/Oven Free Standing, Refrigerator, Self-Cleaning Oven, Skylight(s), Updated Kitchen

Equipment: Dryer, Fire Alarm System, Garage Door Opener, Satellite Dish - Owned, Security Alarm - Owned, Stereo Speakers Built-In, Washer, Water Heater Gas

Pool: Hot Tub, In Ground, Pool Cover

Exterior: Stucco

Possess: COE, Negotiable

Fireplace: Gas Starter, Living Room, Stone, Woodburning

Rms, Addl: Family Room, Formal Dining Room, Kitchen/Family Combo, Utility Room

Flooring: Hardwood Floors, Stone (Marble, Slate etc., Tile, Wall to Wall Carpeting

Roof: Tile

Foundation: Post & Pier, Slab

Style: Mediterranean

Garage: Detached Garage, Enclosed Garage, Garage Parking, Off Street Parking, Side Yard Access

Terms: Cash, Conventional

Heating: Forced Air 1 Zone, Radiant

Wtr/Sewr: Sewer System - Public, Water - Public

Insp/Rpts: Other

View: Bay, Bay Bridge, City Lights, Downtown, Golden Gate Bridge, Greenbelt, Hi.

Laundry: 220 Volt Outlet, Dryer, Gas Dryer Hookup, In Laundry Room, Washer

Yard Desc: Back Yard, Deck(s), Fenced, Garden/Play, Patio, Sprinklers Automatic, Sprinklers Back, Sprinklers Front, Sprinklers Side, Terraced Up

Lot Desc: Cul-De-Sac, Up Slope

School Dist: Oakland (510) 879-8111

Elem: Call School District

Jr Hi: Call School District

Sr Hi: Call School District

Sold By:

Sale Price:

Sale \$/Orig \$:

%

Sale \$/Last \$:

%

List \$/SF: \$ 487

Sale \$/SF: \$

DMLS: 2

DOM: 2

Credits:

Sale Terms:

Prepared By: AMY SMITH

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

OWNERSHIP INFORMATION

RECEIVED AND READ

NUMBER OF PAGES 1

Parcel Number : 048A 7101 008 01
Owner : Blum Alfred M & Stacey D
CoOwner :
Site Address : 6170 Contra Costa Rd Oakland 94618
Mail Address : 6170 Contra Costa Rd Oakland Ca 94618
Owner Phone :
Tenant Phone :

NAME

DATE

NAME

DATE

SALES AND LOAN INFORMATION

Transferred	: 08/28/1995	Loan Amount	:
Document	: 195787	Lender	:
Sale Price	:	Loan Type	:
Deed Type	:	Interest Rate	:
% Owned	: 100	Vesting Type	:

ASSESSMENT AND TAX INFORMATION

Land	: \$174,622	Exempt Type	:
Structure	: \$764,145	Exempt Amount	:
Other	:	Incorporated	: Yes
Total	: \$938,767	Tax Rate Area	: 17001
% Improved	: 81	06-07 Taxes	: \$13,669.60

PROPERTY DESCRIPTION

Map Grid : 630-636 B5
Census : Tract : 4043.00 Block : 1
Land Use : 110 Res, Single Family Residence

PROPERTY CHARACTERISTICS

TotalRms	: 10	Pool	:	Lot Acres	: .22	Bldg Matl	: Frame
Bedrooms	: 4	Units	:	Lot SqFt	: 9,384	Bldg Shape	: C-shape
Bathrooms	: 4.0	Bldg Num	: 1	Bldg SqFt	: 3,940	Bldg Class	: 9.0
Stories	: 2	Elevator	: No	Year Blt	: 1996	View Qual	: Excellent
Unit Flr	:	Garage	: Garage	Eff YrBlt	: 1996	Topography	: Steep



CALIFORNIA
ASSOCIATION
OF REALTORS®

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 Oakland, COUNTY OF Alameda, STATE OF CALIFORNIA,

DESCRIBED AS 6170 Contra Costa Road, Oakland Ca 94618

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) 2/24/07. 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)

- ☒ Range
- ☒ Dishwasher
- ☒ Washer/Dryer Hookups
- ☒ Burglar Alarms
- ☐ T.V. Antenna
- ☒ Central Heating
- ☐ Wall/Window Air Conditioning
- ☐ Septic Tank
- ☒ Patio/Decking
- ☐ Sauna

- ☒ Ovens
- ☐ Trash Compactor
- ☒ Smoke Detector(s)
- ☒ Satellite Dish
- ☐ Central Air Conditioning
- ☒ Sprinklers
- ☐ Sump Pump
- ☐ Built-in Barbecue

- ☒ Microwave
- ☒ Garbage Disposal X2
- ☒ Rain Gutters
- ☒ Fire Alarm
- ☐ Intercom
- ☐ Evaporator Cooler(s)
- ☒ Public Sewer System
- ☐ Water Softener
- ☐ Gazebo

☒ Pool ☐ Looking Safety Cover

- ☐ Security Gate(s)
- Garage: ☐ Attached
- Pool/Spa Heater: ☐ Gas
- Water Heater: ☒ Gas
- Water Supply: ☒ City
- Gas Supply: ☒ Utility
- ☒ Window Screens

- ☐ Pool ☐ Child Resistant Barrier
- ☒ Automatic Garage Door Opener(s)
- ☒ Not Attached garages X2 one upper garage one lower garage 2 car
- ☐ Solar
- ☒ Water Heater Anchored, Braced, or Strapped
- ☐ Well
- ☐ Bottled
- ☐ Window Security Bars
- ☐ Quick Release Mechanism on Bedroom Windows

- ☒ Spa ☐ Locking Safety Cover
- ☒ Number Remote Controls for both garages doors
- ☐ Carport
- ☐ Electric
- ☐ Private Utility or Other _____

Exhaust Fan(s) in Kitchen, # All 4 Bedrooms ☐ Roof(s): Type: Concrete Tile Age: 11 yrs old (approx.)

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): Spa cover is lockable but not in operating condition

(*see footnote on page 2)

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TDS REVISED 10/03 (PAGE 1 OF 3)

Buyer's Initials () ()
Seller's Initials (MB) (SB)

Reviewed by _____ Date _____



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

Agent: Helene Barkin Phone: (510) 652 - 2133 Fax: (510) 652 - 0114 Prepared using WINForms® software

Property Address: 6170 Contra Costa Road Oakland Ca 94618

Date: 2/24/07

B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☒ Yes ☒ No. If yes, check appropriate space(s) below. Not at this time

☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☒ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☒ Other Structural Components
(Describe: see Attached Disclosures dated 3/7/07)

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 the following:

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

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

The driveway on NW side of house, is shared with 6168 Contra Costa Rd. There is a recorded easement
There is a view easement recorded that restricts the height of landscaping and structures at 6168 Contra Costa Rd. which will maintain the view.

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. A/B

Seller Alfred Blum
Alfred Blum

Date 2/24/06 2/24/07 ^{SB}

Seller Stacey Blum
Stacey Blum

Date 12-8-06 2/24/07

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) [Signature]

(Please Print)

By [Signature]

(Associate Licensee or Broker Signature)

Date 3/6/07

IV. AGENT'S INSPECTION DISCLOSURE

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

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

☐ Agent notes no items for disclosure.

☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____

(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

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

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

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____

(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

Agent (Broker Obtaining the Offer) _____

(Please Print)

By _____

(Associate Licensee or Broker Signature)

Date _____

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

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

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

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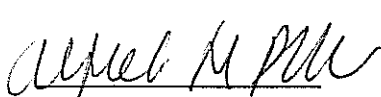
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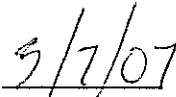
This document contains disclosures regarding the property at 6170 Contra Costa Rd.,
Oakland, CA

Sellers' Disclosure Addendum

1. Landscape drainage near lower garage deck was obstructed by a rock in 1998. This was cleared – please see item #15.
2. Sky light in kitchen rebuilt by contractor 2000 due to leaking. It is now more sloped with new flashings and leaking has not reoccurred.
3. The water heater was replaced in 2000. It is strapped for earthquake safety.
4. A new Grohe faucet was installed in the kitchen double sink February 2007.
5. Flow diverter to hand sprayer in master bathtub is not working.
6. The family room is wired for surround sound and wiring is located within family room walls. The speakers in the dining room, living room and back yard are wired to the family room entertainment center. There is a remote sensor in the living room.
7. 2004 leak from parapet roof drainage water traveled to ceiling in the family room. Leak was located and repaired approximately 5 years ago.
8. Leak to deck located off bedroom above dining room was repaired in January, 2006. The deck was completely rebuilt with new water proof membrane and flashings. Wood beneath the deck was replaced.
9. January 2007 leak from deck overlooking driveway. Deck rebuilt with new water proof membrane, flashings and wood sub-flooring. Completed February 2007.
10. The fence and gate that run along the driveway from the house to the garage was replaced February 2007.
11. Spa in the back patio was replaced October 2006. Warranty available.
12. Water proof seal of arched double pane Loewen Windows failed in the living room 2006. Covered under warranty by Loewen. Arched windows replaced by Cathcart Construction Company on March 1, 2007.
13. There is some damage from pet urine to the wood floor finish in the dining room on the southwest side of the room.
14. The lower garage was originally built in 1938 and was completely remodeled in 1995 during the construction of the house. It was allowed to remain in its close proximity to the street because it existed prior to the fire of 1991.
15. The inner corners of the lower garage above the retaining wall appear moist intermittently. There is some staining to inside wall to garage which is believed to be related to item #1. No leakage has been detected at this site since item #1 has been corrected.
16. The outer edge of the lower garage above the door has a leak which is currently being repaired. Repair expected to be completed, weather permitting, by March 16, 2007.



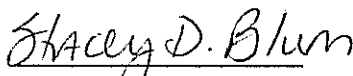
Alfred M. Blum, Seller



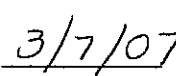
Date

Buyer

Date



Stacey D. Blum, Seller



Date

Buyer

Date

The GRUBB Co.

R E A L T O R S

SUPPLEMENT

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS 6170 CONTRA COSTA ROAD. THIS STATEMENT IS A DISCLOSURE OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF March 6, 2007. IT IS NOT A WARRANTY OF ANY KIND BY THE (SELLER/BUYER)(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

AGENT'S INSPECTION DISCLOSURE

The undersigned agent, based on a reasonably competent and diligent visual inspection of the property states the following:

1. Contra Costa Road has parking on one side of the street.
2. This property has a shared driveway with the neighbor to the left of this property. There is a recorded easement existing on the preliminary title report.
3. The garage shows efflorescence on the concrete walls
4. There are some cracks in the concrete on the platform level areas going up the front steps, both midway up and near the front door.
5. The exterior paint on the sliding doors off of the dining room shows weathering and some cracking.
6. The sellers have done some repairs to the deck, which they have indicated in their transfer disclosure statement. When I first came to the house I noticed some staining to the overhang above the columns, outside of the dining room. There has been some painting done to this area after sellers made their repair.
7. There are some scratches in the hardwood floors.
8. Kitchen cabinets show some wear: Below the counter, to the left of the sink and under the island are some areas of wear.
9. The kitchen sink has been coated to give an even finish, sink had much staining and some chipping.
- 10 The counters of 2 of the upper bedrooms are made of a man made material, not natural stone
- 11 Property tax records indicate this home 4 bedrooms, yet the home has 5 bedrooms; there is a disparity.
- 12 There are disparities between property tax records and other reports of square footage on this property. Architectural Plans show square footage as 3891 square feet and lot size as 9351; tax records show square footage as 3940 and lot size as 9384. Agent and sellers have not measured the square footage or the lot size and do not verify the accuracy of any measurements of the property interior or lot size. If this is of interest to buyers, they should hire professionals to measure and verify accuracy of all measurements

THE GRUBB CO., BY _____
(AGENT NAME)

(SELLING/BUYING AGENT) AGENT, BY _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Buyer: _____

Seller: _____

Property Address 6170 Contra Costa Rd, Oakland, CA 94618

Seller(s) Name Stacey and Alfred Blum

As of: (Date) 2/24/07

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

- | | 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Any animals kept on the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Any stains, odor or damage caused by animals kept on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any pools or spas requiring fencing? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6. Any abandoned tanks or systems (i.e., fuel oil, gas, oil, septic, leach fields)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any presently connected tanks, septic systems or leach lines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Any quality problems with the home's water supply (i.e., sediment, discoloration, odor or pressure)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any leaks, back-ups or recurring blockages in any sewer drainlines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. Describe the condition, repairs and frequency of recurrence of the problem(s) | | | |

11. Are you aware of any creek that is open or culverted or any natural watercourse within 100 feet of the subject property? (Refer to The Grubb Co. City Ordinance Addendum regarding Creek Preservation or Protection Ordinances)
- ☐ Yes ☒ No ☐ Don't Know

12. Any leaks or water intrusion (past or present) in the roof(s), chimney(s), around skylight(s) and windows or elsewhere from any source?
- ☒ Yes ☐ No ☐ Don't Know
- Location(s): Family Room, 2004, Parapet Roof Drainage Repaired, Decks off

Describe/Date Specific Corrective Repairs: _____

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

Describe: _____

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

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

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 4170 Contra Costa Rd. Oakland

	Yes	No	Don't Know
21. Any boundary disputes, or third party claims affecting the property (rights of other people to interfere with the use of the property in any way)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22. Any problems with retaining walls (such as leaning, bulging or cracking)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23. Any problems with existing underground sprinkler systems?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
24. Any sump pump, underground drains, French drains, dry wells or surface disposal systems in the crawl space/sub area or elsewhere on the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(a) If yes, please describe and give location <u>Multiple landscape drains - Refer to House Plans</u>			
(b) Was sump pump installed with permit? <u>No sump pump</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Any damp soil and/or standing water in the sub area (under any building)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
26. Any standing, collecting or ponding water on the property at any time?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If so, where?			
27. Any repairs, replacements or ongoing maintenance to any of the following items: interior walls, ceilings, floors, exterior walls, insulation, roof(s), windows, doors, foundation, slab(s), driveways, sidewalks, walls/fences, electrical systems, plumbing/sewers/septics or other structural components?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, for each repair, replacement or ongoing maintenance, explain: <u>See Attached</u>			
28. Any concealed hardwood floors?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, which rooms?			
What is the condition of the floors?			
29. Any insulation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30. Any vapor or moisture barrier(s) (i.e., plastic covering) in the sub area or any other location?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Vapor Barrier Between Slab and 1st Floor</u>			
31. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If yes, please describe <u>Drainage system extensive see Home Plans</u>			
32. Any multiple dwelling units included in this sale?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, number of units _____ Number of legal units _____			
33. Is a current 3R report available?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
34. Any Homeowner's insurance claims in the last 5 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
35. Any water-related insurance claims in the last 5 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REPORTS, INSPECTIONS or ESTIMATES

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

<input checked="" type="checkbox"/> Pest Control	<input checked="" type="checkbox"/> Structural/Engineering	<input 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"/> Sewer/Drainage	<input type="checkbox"/> Geologic	<input type="checkbox"/> Energy Audit	<input type="checkbox"/> Environmental Hazards
<input checked="" type="checkbox"/> Plans	<input type="checkbox"/> Building Permits	<input type="checkbox"/> Berkeley RECO Compliance		

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

Type of Report	Inspector	Date	Available
<u>Plans & Permits for the original construction</u>	<u>Termines</u>	<u>Range 1995-1996</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<u>Pest Control</u>		<u>8/1996</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<u>(Any plans + reports will be left at house)</u>			Yes <input type="checkbox"/> No <input type="checkbox"/>

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

Property Address 6170 Contra Costa Road Oakland

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

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

OWNERSHIP

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

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS YES, EXPLAIN:
(attach additional sheets if necessary) _____

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

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

See attached addendum regarding lower garage

☒ 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 (AB) (SB) / Buyer's Initials (____) (____)

Property Address

6170 Contra Costa Road Oakland

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

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

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

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12
2. Is the house anchored or bolted to the foundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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 Natural Hazard Disclosure Report				36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or land sliding)?					36

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

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

[Signature] 2/24/07
Seller Date

Stacy Blum 2/24/07
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 4/06)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as
6170 Contra Costa Road, Assessor's Parcel No. 048A 7101 00801,
situated in Oakland, 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. ☐ Yes ☒ No
- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine (if yes attach a copy of the Order) ☐ Yes ☒ No
- C. Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- D. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- E. Whether the Property is located within 1 mile of a former federal or state ordnance location ☐ Yes ☒ No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
- F. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☐ Yes ☒ No
- G. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- H. Matters affecting title of the Property ☐ Yes ☒ No
- I. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- Explanation, or ☐ (if checked) see attached: _____

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

Seller Alfred Blum Date 12-8-2006

Seller Stacey Blum Date 12-8-06

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

Buyer _____ Date _____

Buyer _____ Date _____

Agent (Broker Representing Seller) Grubb Company, Helene Barkin

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

Agent (Broker Obtaining the Offer) _____

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

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Reviewed by _____ Date _____



SSD REVISED 4/06 (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 Co., Inc. 3870 Claremont Ave. Berkeley, CA 94705

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

Dated 12/8/06 between the Buyer(s) _____
Seller(s) FRED & STACEY Blum relating to property located at
6170 Contra Costa Road Oakland

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

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.

BUSINESS TAX

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

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

LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

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

MELLO-ROOS COMMUNITY FACILITIES DISTRICT

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

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

FIRE AREA UTILITY UNDERGROUND ASSESSMENT DISTRICT

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

FIRE SUPPRESSION ASSESSMENT DISTRICT

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

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

Seller's Initials / Buyer's Initials

FB (/)

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REAL ESTATE TRANSFER TAX

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

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

GARBAGE COLLECTION

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

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

REPORT OF RESIDENTIAL BUILDING RECORD

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

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

RESIDENTIAL RENT ARBITRATION BOARD

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

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

TREE ORDINANCE

Title 12, Chapter 12.36 of the OMC requires that property owners obtain a permit prior to removing *Protected Trees* from their property. *Protected Trees* are defined within the code. Removing or damaging any Protected Tree without

Seller's Initials / Buyer's Initials

APSB (/)

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the proper permit constitutes an infraction. In addition to the cost of the infraction, violators are liable for damages for an amount up to the value of the removed tree. The City may place a lien on the property if the infraction is not paid on a timely basis. That lien may subsequently be added to the County Property tax bill.

HAZARDOUS TREE ORDINANCE

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

VIEW ORDINANCE

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

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

OAKLAND CREEK ORDINANCE

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

Category I: Interior work. Control any runoff creek.

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

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

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

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

EARTHQUAKE SAFETY

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

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

Seller's Initials / Buyer's Initials

AB 30 ()

Page 3 of 4

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

Property Address: 6170 Contra Costa Road Oakland

SMOKE DETECTORS IN EXISTING RESIDENTIAL OCCUPANCIES

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

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

SPECIAL ASSESSMENTS

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

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

RESIDENTIAL ALARM USER PERMITS

All residential security alarm must be registered and permitted by the Oakland Police Department. Permit fee is currently \$25.

Application and permits are available at Oakland Police Department, False Alarm Reduction Unit, 455 - 7th Street, Room 313A, Oakland, CA 94607.

The Undersigned Acknowledge Receipt of a Copy Hereof.

[Signature] 12-8-06
Seller Date Buyer Date

Stacy Blum 12-8-06
Seller Date Buyer Date

Property Address: 6170 Contra Costa Road Oakland

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

AGENCY

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

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

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

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

- XX ☒ 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 AB SB / Buyer's Initials () ()

Property Address: 6170 Contra Costa Road Oakland _____

LIQUIDATED DAMAGES

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

ARBITRATION OF DISPUTES

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

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

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

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

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

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

Property Address: 6170 Contra Costa Road _____

The GRUBB Co.

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

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

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

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

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

MEGANS LAW DATABASE

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

RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

[Signature] 3/4/07
Seller Date

Buyer Date

Stacey D. Blum 3/4/07
Seller Date

Buyer Date



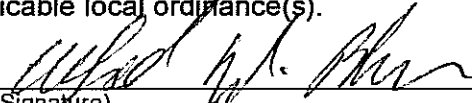
CALIFORNIA
ASSOCIATION
OF REALTORS®

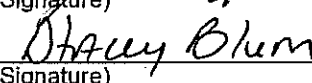
SMOKE DETECTOR STATEMENT OF COMPLIANCE

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

Property Address: 6170 Contra Costa Road, Oakland Ca 94618

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

Seller  Alfred Blum Date 12-8-06
(Signature) (Print Name)

Seller  Stacey Blum Date 12-8-06
(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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Reviewed by _____ Date _____



SDS REVISED 4/05 (PAGE 1 OF 1)

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

The GRUBB Co., Inc. 3070 Claremont Ave. Berkeley, CA 94705

Phone: (510) 652 - 2133

Fax: (510) 652 - 0114

Helene Barkin

Alfred and Sta

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



CALIFORNIA
ASSOCIATION
OF REALTORS®

WATER HEATER STATEMENT OF COMPLIANCE

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

Property Address: 6170 Contra Costa Road, Oakland CA 94618

- 1. 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).
- 2. 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.
- 3. 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.
- 4. EXCEPTIONS:** There are no exceptions to the State Law.
- 5. 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] Alfred M. Blum Date 3/4/07
(Signature) (Print Name)
Seller [Signature] Stacey D. Blum Date 3/4/07
(Signature) (Print Name)

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

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

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Reviewed by _____ Date _____



WHS REVISED 4/05 (PAGE 1 OF 1)

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

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

Produced with ZipForm™ by RE FormNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 (508) 383-9805 www.zipform.com

Fred and Stace



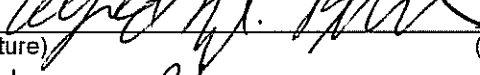
CALIFORNIA
ASSOCIATION
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WATER HEATER STATEMENT OF COMPLIANCE

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: 6170 Contra Costa Road, Oakland Ca 94618

- 1. 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).
- 2. 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.
- 3. 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.
- 4. EXCEPTIONS:** There are no exceptions to the State Law.
- 5. 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  Alfred Blum Date 12-8-06
(Signature) (Print Name)

Seller Stacey Blum Stacey Blum Date 12-8-06
(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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Reviewed by _____ Date _____



WHS REVISED 4/05 (PAGE 1 OF 1)

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

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

Alfred and Sta

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CALIFORNIA
ASSOCIATION
OF REALTORS®

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

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

dated _____, on property known as:
6170 Contra Costa Road, Oakland Ca 94618 ("Property") in

which _____ is referred to as Buyer or
Tenant and Alfred Blum, Stacey Blum 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.

Seller or Landlord Alfred Blum

Date 12/8/06

Seller or Landlord Stacey Blum

Date 12-8-06

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FLD REVISED 1/03 (PAGE 1 OF 2)

Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____



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

Agent: Helene Barkin

Phone: (510) 652 - 2133

Fax: (510) 652 - 0114

Prepared using WINForms® software

Broker: The GRUBB Co., Inc. 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

Associate-Licensee or Broker Signature

Date

12/8/06**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

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

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

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

Buyer or Tenant

Date

Buyer or Tenant

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

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

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

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature Date

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a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



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

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

Date 12-8-06

Time _____

(signature)

Stacey Blum

(printed name)

Stacey Blum

Date 12-8-06

Time _____

(signature)

Alfred Blum

(printed name)

Alfred Blum

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).

Revised 1/06 Official C.A.R.* Publication 6/06

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: _____

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).

Revised 1/06 Official C.A.R.* Publication 6/06



CALIFORNIA
ASSOCIATION
OF REALTORS®

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

Name of Buyer(s) _____

Property Address 6170 Contra Costa Road

Oakland, Ca 94618

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 Co., Inc. 3070 Claremont Ave. Berkeley, CA 94705
Phone: (510) 652 - 2133

Fax: (510) 652 - 0114 Helene Barkin

Alfred and Sta

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

The GRUBB Co.

REALTORS

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

Square Footage Disclosure and Multiple Listing Service Authorization

Discrepancies in Square Footage have become a very hot topic in Real Estate litigation. Please be aware of the possible causes of discrepancies:

- 1) The public record is often incorrect in square footage amounts. This inaccuracy is often that the home is larger than described in the Public Record. However, there are many examples where the Public Record is larger than the actual square footage of the home.
- 2) Appraisals measure the Gross Living Area of a home. The Appraisal Dictionary, 4th Edition defines Gross Living Area as "that habitable space that is above grade, excluding porches, decks and other unheated spaces. Gross Living Area may or may not have any correlation to the actual square footage of the building."
- 3) There may be error on the part of the appraiser. This error could be actual errors in the measurements or rounding error in calculations of square footage.
- 4) Certain other definitions of square footage, such as "conditional square footage" may have very different criteria.

If there are discrepancies in the square footage of your home, we suggest the following protocol during your sale:

- 1) Disclose all documents with conflicting information about square footage.
- 2) Point out the discrepancies in your disclosure statement.
- 3) In instances where you have conflicting information and where the accuracy of any of the information cannot be confirmed, we would suggest advertising NO square footage in the Multiple Listing Service, or at the very least, advertising the most conservative number.

☐ Do NOT advertise square footage in the Multiple Listing Service

XX ☒ You are authorized to advertise Square footage in the MLS

XX ☒ The Square footage to be advertised is 3940, derived from Property tax Records

[Signature] 3/4/04
Seller Date

[Signature] 3/4/07
Seller Date

JOB INVOICE

To: Fred and Stacey Blum
Job Location: 6170 Contra Costa Rd.
 Oakland, CA 94621
Starting Date: February 13th, 2007
Terms: At completion of job

<u>DATE</u>	<u>MEN WORKING ON</u> <u>THE JOB SITE</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/13/07	3	6	\$ 32.98	\$197.88
02/14/07	3	12	\$ 32.98	\$395.76
02/15/07	3	6	\$ 32.98	\$197.88
02/16/07	3	6	\$ 32.98	\$197.88
02/17/07	1	6	\$ 32.98	\$197.88
02/18/07	1	10	\$ 32.98	\$329.90
Miscellaneous	1	7	\$ 32.98	\$230.86

<u>QTY.</u>	<u>MATERIAL</u>	<u>AMOUNT</u>
1 BOX	SCREWS	\$ 12.00
1 GALLON	MEK	\$ 16.00
1	4 X 8 WOOD SHEET	\$ 40.00
1 BOX	COULKING 16LM	\$ 80.00
1ROLL	SEAMTAPE PGM258	\$ 10.50
1 QT.	METAL-PRIMER CLR	\$ 16.50
5 GALLONS	PAC/POL TYPE II	\$120.00
80	RED BLAZE 6X6 TILE	\$265.60
1 BAG	NATURAL GRAY GROUT	\$ 15.99
3	NOSING 4X4 GRIP GALV	\$ 23.05
4 BAGS	DECK MUD	\$ 23.00
2 BAGS	50 TA46	\$ 47.00

<u>RENTAL OF EQUIPMENT</u>	<u>AMOUNT</u>
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GRAINDE, ROLLER HAMMER. TILE CUTTER	\$ 57.36
-------------------------------------	----------

<u>MISCELLANEOUS</u>	<u>AMOUNT</u>
----------------------	---------------

Waste Management	\$ 25.00
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PAGE 2 OF 2

TOTAL LABOR	\$1,748.00
TOTAL MATERIAL	\$ 669.64
TOTAL EQUIPMENT	\$ 57.36
TOTAL MISCELLANEOUS	\$ 25.00
GRAND TOTAL	\$2,500.00
PAID IN ADVANCE	\$1,200.00
BALANCE DUE	\$1,300.00

**PABLO GUTIERREZ
WATERPROFING SERVICES
(925) 642-5774**

Dated: 2/27/2007 for property located at 6170 Contra Costa Road, by
and between _____, as Buyer(s)
and STACEY & FRED BLUM, 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 TERMINIX dtd 9/07/06 and Report
by dated STRUCTURAL RENEWAL 2/27/07 \$5010. for section I and in the amount of BY OTHERS 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:

Seller Date

Buyer Date

Seller Date

Buyer Date

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 6170	Street, City, Zip CONTRA COSTA ROAD, OAKLAND, CA, 94618	Date of Inspection 02/27/07	No. of Pages 10
 Structural Renewal, Inc. 5900 HUNTINGTON AVENUE • RICHMOND, CALIF. 94804 • (510) 524-3112 • FAX: (510) 624-3767			
Firm Registration No. PR 0195	Report No. 9436	Escrow No.	
Ordered By: THE GRUBB COMPANY HELENE BARKIN 3070 CLAREMONT AVENUE BERKELEY CA 94705	Property Owner/Party of Interest: STACEY BLUM 6170 CONTRA COSTA ROAD OAKLAND CA 94618	Report Sent To:	
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>		Inspection Tag Posted: WATER HEATER/HYDRONIC HEATER ROOM	
General Description: 2 STORY SINGLE FAMILY RESIDENCE		Other Tags Posted: NO CURRENT TAGS POSTED	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.			
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus/Dryrot <input checked="" type="checkbox"/> Other Findings <input type="checkbox"/> Further Inspection <input type="checkbox"/> 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.			

Section I \$5010.

RECEIVED AND READ

NUMBER OF PAGES

12 pages

NAME _____ DATE _____

NAME _____ DATE _____

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 18, Sacramento, California 95825-3204.
 NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.postboard.ca.gov. 43M-41 (Rev. 10/01)

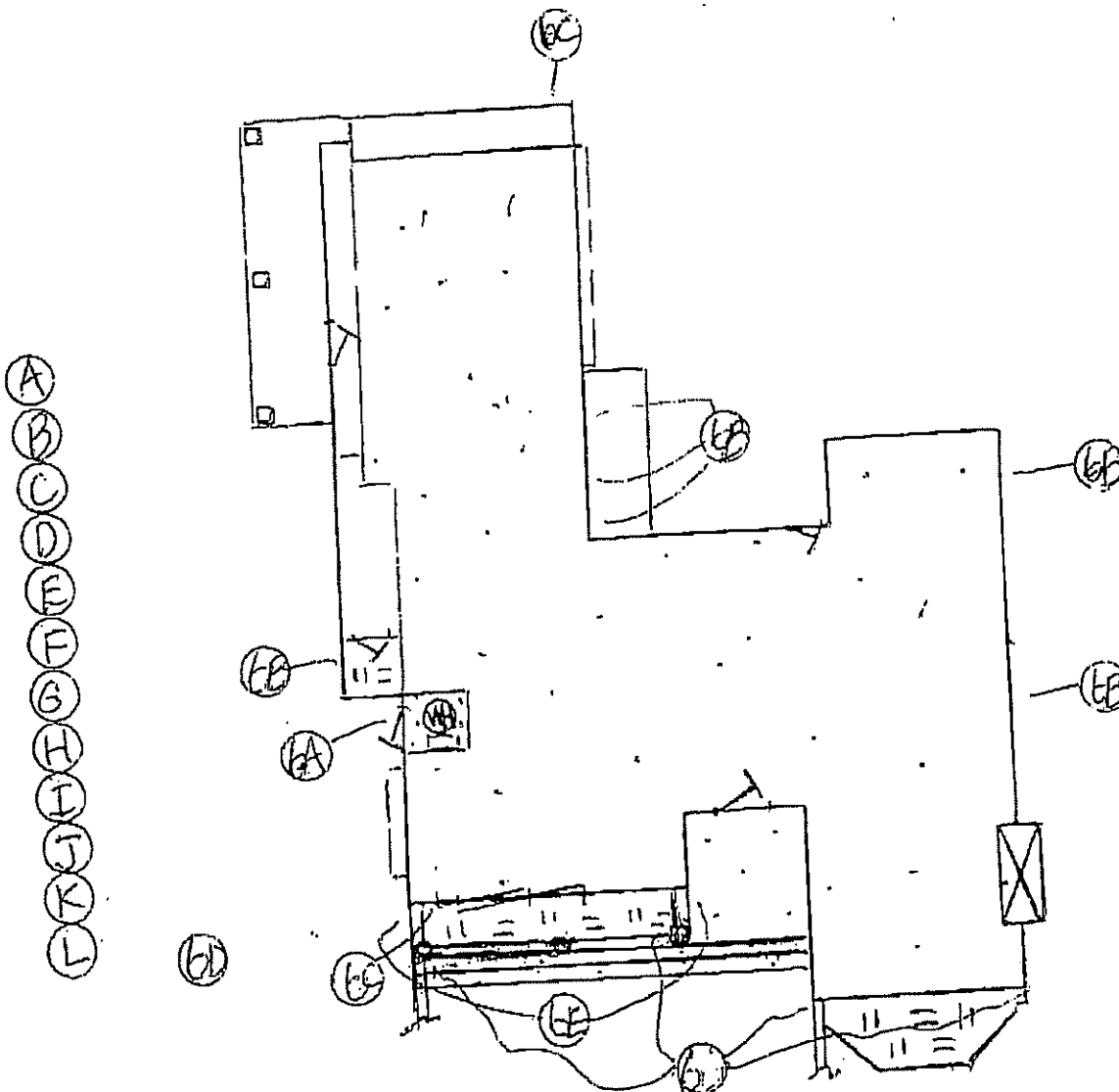
2nd PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

6170 CONTRA COSTA ROAD, OAKLAND, CA. 94618
BUILDING NO. STREET, CITY, STATE, ZIP

02/27/07

9436

INSPECTION DATE REPORT NO.



3rd PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

6170	CONTRA COSTA ROAD, OAKLAND, CA, 94618	02/27/07	9436
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.

4th

PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

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

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.

EXTERIOR-ABUTMENTS:

ITEM 6A: Fungus decay was found to the bottom of the water heater door.

RECOMMENDATION: Replace with a new solid core door, prime paint all six sides and reuse existing hardware. Bid includes installation of a bottom door shoe. Install 2 louvered vents.

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

ITEM 6B: Fungus decay found to the finger jointed stucco mouldings adjacent to the windows at these lower level locations where indicated on diagram.

RECOMMENDATION: Remove the stucco mould surrounds, replace with new stucco mould surrounds to match as practical, caulk and prime paint only. Bid includes back primer to the new mouldings. NOTE: Should it become necessary to patch repair any of the stucco during the course of moulding replacements, any repairs more than minor, would be subject to additional cost based on time and material only.

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

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

EXTERIOR-ABUTMENTS:

ITEM 6C: Minor decay was found to the bottom of the stucco moulding adjacent to the patio slider at upper level, and at the lower level left bottom stucco moulding adjacent to window where indicated on the diagram. Presently, I do not believe, in my opinion, that it is severe enough to warrant replacements. RECOMMENDATION: Gouge out decay, chemically treat with TIM-BOR, fill with epoxy, sand and primer paint only.

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

ITEM 6D: Due to the sensitivity of finger jointed mouldings adjacent to the window details, other areas were still considered serviceable, although approaching a borderline condition, especially at the front (south) windows. RECOMMENDATION: Owner to engage the services of a painting contractor for keeping these stucco mouldings well caulked and sealed with a quality paint. Failure to do so will result in additional replacements sooner than anticipated.

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

ITEM 6E: Hairline stucco cracks were noted at the parapet detail at upper level balcony deck. Condition is not severe enough that it would suggest any internal damage to warrant test hole openings, in my opinion. RECOMMENDATION: Owner to engage the services of a painting contractor for keeping the surface areas well sealed with elastomeric type materials.

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

ITEM 6F: I did note some rust marks to the metal trim adjacent to the lead edge of the soffit details at both of these balcony decks. Condition may be related to a fog residue, however, that is unknown. Any further representations would have to come from others. RECOMMENDATION: In the meantime, owner to keep the area sealed as practical and keep under periodic observation, especially during the inclement weather season.

***** This is a Section 2 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: NONE.

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

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PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

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CONTRA COSTA ROAD, OAKLAND, CA, 94618

02/27/07

9436

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

GENERAL INFORMATION AND MAINTENANCE ITEMS

- A. This area of the structure has a concrete slab floor with finished floor covers and wall surfaces throughout. This type of construction renders internal wall framing inaccessible for inspection. A visual inspection of the floor and wall areas reveal no outward evidence of conditions to justify further inspection at this time. This is not meant to be misconstrued as a guarantee against possible hidden damage, but a statement of finding only.
- B. The main level two wall neo-angle shower facility is situated over a finished concrete slab floor cover, indicating no signs to suggests leaks, infections or infestations. Standard water test did not indicate any leaks at the time of this inspection. Owner to exercise periodic maintenance when it becomes more apparent in the future.
- C. The upper level master bath shower facility and separate tub are situated over a finished ceiling, indicating no signs that would suggest leaks, infections or infestations to warrant further inspection/alterations. Again, periodic maintenance is suggested when it becomes more apparent.
- D. The upper level tub/shower facility and shower facility at both of these bathrooms, again, are situated over a finished ceiling indicating no signs to suggest leaks, infections or infestations.
- E. The bathroom sink and water closet at main level were inspected and no evidence of leakage, infection or infestation was noted.
- F. Counter top at kitchen is sound and serviceable, and I encourage the owner to keep the accessible surface areas of the tile and grout, especially at the recessed sink perimeter well caulked and minimize against oversplash to prolong serviceabilities.
- G. Owner must realize that no representations can be given to the wood framed members behind the stucco, unless openings are made. In viewing the accessible surface areas, I saw no indications to suggest an ongoing problem that would justify such openings, in my opinion. This is not meant to be misconstrued as a warranty against hidden damage behind the stucco at areas where it may exist, but is to be recognized as a mere statement of finding. Stucco structures can be a very sensitive condition and it would behoove the owner to keep the exterior surface areas, especially if and when stress cracks should occur, well caulked, sealed and painted.
- H. The small balcony deck at left side and the rear false balcony deck have had prior repairs to correct leaks per owners information. No indications of a present ongoing problem noted at the finished surface areas at the time of this inspection. I would suggest owner keep under periodic observation, especially during the inclement weather season. Any further questions should be directed to the owner.

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I. The upper level windows at the front bay have failed per condensation. Presently, this is not related as a structural pest control concern. Owner has stated that other contractor has scheduled a window replacement date.

J. The attic space, 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 insulation present.

K. 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.

L. The detached garages at the front and rear were not inspected and are not to be considered a part of this inspection report. Inspection of these garages would be performed for an additional fee upon request only.

COST OF THIS INSPECTION: \$ 360.00 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!
MYL

9th

PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

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*** 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".

Page 1 of 2

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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.

Page 2 of 2

**Structural Renewal, Inc.**

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

WORK AUTHORIZATION CONTRACT

Address of Property: 6170 CONTRA COSTA ROAD, OAKLAND, CA, 94618
Inspection Date: 02/27/2007
Report #: 9436
Title Co. & Escrow #:

SECTION 1

6A: \$ 1295.00
6B: \$ 3365.00
6C: \$ 350.00

SECTION 2

6D: OTHER/TRADE
6E: OTHER/TRADE
6F: OWNER

FURTHER INSPECTION

We Authorize the Following
Section 1 Items to be Performed.

6A, 6B, 6C

Proposed Cost Section 1: \$ 5010.00

We Authorize the Following
Section 2 Items to be Performed.

Proposed Cost Section 2: \$ 0.00
Total - All Sections: \$ 5010.00

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) 524-9112 • FAX: (510) 524-3767

WORK AUTHORIZATION CONTRACT

Address of Property: 6170 CONTRA COSTA ROAD, OAKLAND, CA, 94618
Inspection Date: 02/27/2007
Report #: 9436
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 10 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.

TITLE CO. OR PERSON RESPONSIBLE FOR PAYMENT: _____ ESCROW # _____ FAX # _____ TELE# _____

OWNER _____ DAY # _____ EVENING # _____ FAX # _____

BUYER _____ DAY # _____ EVENING # _____ FAX # _____

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

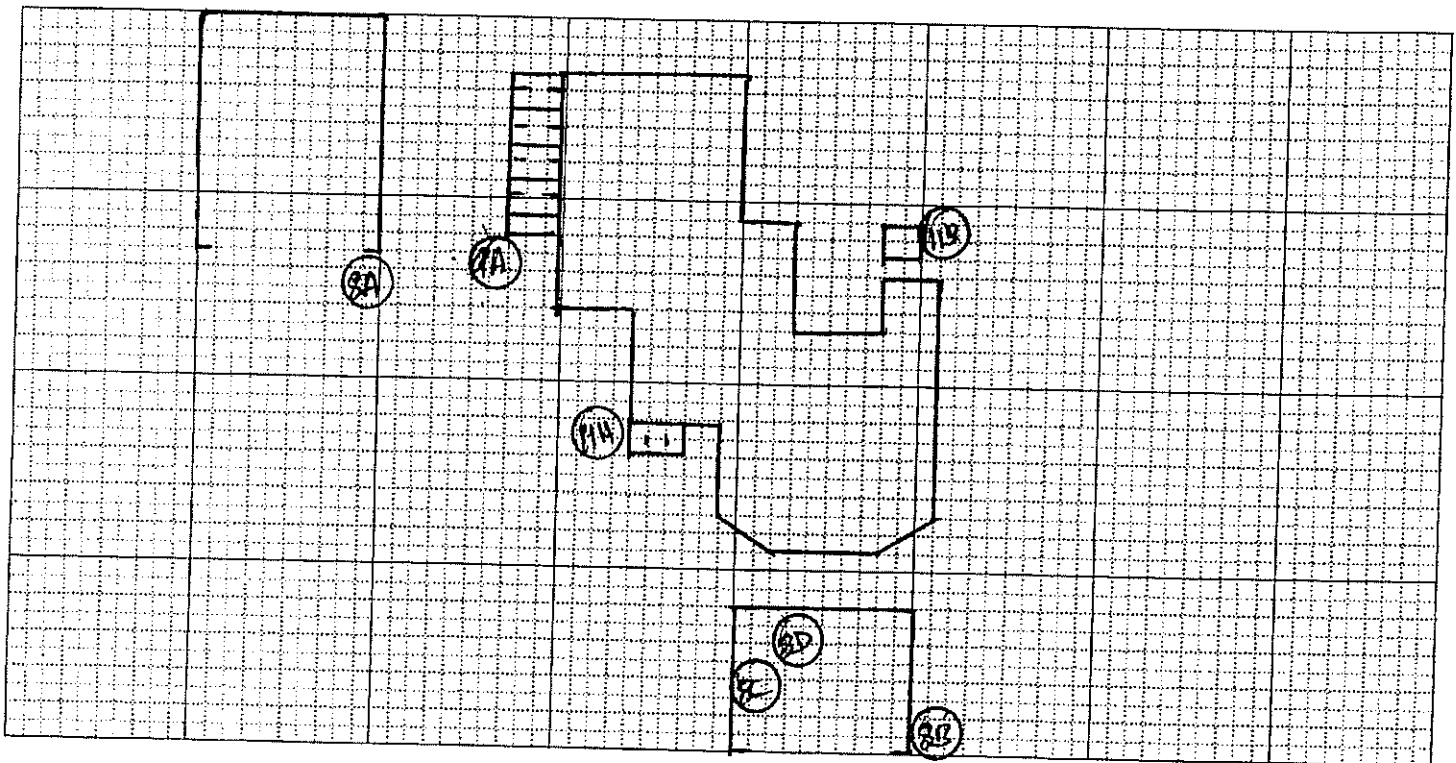
ACCEPTED FOR:

STRUCTURAL RENEWAL, INC.

DATE

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 6170	Street, City, Zip CONTRA COSTA RD, OAKLAND, CA, 94615	Date of Inspection 09/07/06	No. of Pages 7
TERMINIX INTERNATIONAL #2159 21216 Cabot Blvd. Hayward, CA 94545 Ph: (510) 732-1686 Fax: (510) 732-9282		RECEIVED AND READ NUMBER OF PAGES <u>7</u> TERMINIX The Nationwide Pest Control Experts	
NAME _____		DATE _____	
Firm Registration No. PR 0801	Report No. 41551	License No. _____	
Ordered By: STACY BLUM 6170 CONTRA COSTA RD OAKLAND CA 94615	Property Owner/Party of Interest: STACY BLUM 6170 CONTRA COSTA RD OAKLAND CA 94615	Report Sent To: STACY BLUM 6170 CONTRA COSTA RD OAKLAND CA 94615	
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>			
General Description: Two story, single family dwelling, detached garage, occupied & furnished.		Inspection Tag Posted: Entrance to subarea Other Tags Posted: None noted	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.			
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus/Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>			
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.			



Inspected By JASON GRANT License No. F40089 Signature Jason Grant

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact : Structural Pest Control Board, 1418 Howe Avenue, Suite 18, Sacramento, California 95825-5204.

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

43M-41 (Rev. 10/01)

7 pages #

6170	CONTRA COSTA RD, OAKLAND, CA, 94615	09/07/06	41571
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

READ THIS DOCUMENT. It explains the scope and limitations of a Structural Pest Control Inspection and Wood Destroying Pest and Organism Inspection Report.

A Wood Destroying Pest and Organism Inspection Report contains findings as to the presence or absence of evidence of wood destroying insects or organisms (fungi/rot) in visible and accessible areas on the date of inspection. It contains our recommendations for correcting any infestations, infections or conditions found. The contents of the Wood Destroying Pest and Organism Inspection Report are governed by the Structural Pest Control Act and the rules and regulations of the Structural Pest Control Board.

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 such defects as they are not within the scope of the license of the inspector or the company issuing this report. Nor does a Wood Destroying Pest and Organism Inspection Report contain information about asbestos or any other environmental or safety hazard. Should interested parties desire opinions regarding these items, it is recommended that the owner engage the services of a reputable "whole house" inspection company.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: THE INTERIORS OF HOLLOW WALLS AND ALL ENCLOSED SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING OR SOFFIT BELOW; AREAS BETWEEN ABUTTING/ATTACHED ROW HOUSES, TOWNHOUSES, CONDOMINIUMS AND SIMILAR STRUCTURES; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTIONS OF THE ATTIC CONCEALED OR MADE INACCESSIBLE BY DUCTING, PORTIONS OF THE ATTIC OR ROOF CAVITY CONCEALED DUE TO AN INADEQUATE CRAWL SPACE; THE INTERIORS OF BOXED EAVES; EAVES CONCEALED BY PATIO COVERS OR OTHER ABUTMENTS; PORTIONS OF THE SUBAREA CONCEALED OR MADE INACCESSIBLE BY INSULATION; PORTE COCHERES; INCLOSED BAY WINDOWS; AREAS BENEATH WOOD FLOORS OVER CONCRETE; AREAS CONCEALED BY BUILT-IN CABINET WORK; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS WALL-TO-WALL CARPETING, LINOLEUM, CERAMIC TILE, ETC.; AND AREAS CONCEALED BY "BUILT-IN" APPLIANCES.

NOTE: THE FOLLOWING AREAS, WHEN THEY EXIST, ARE CONSIDERED INACCESSIBLE FOR INSPECTION: AREAS CONCEALED BY INTERIOR FURNISHINGS; AREAS CONCEALED BY FLOOR COVERINGS, SUCH AS AREA RUGS, THROW RUGS, BATH AND KITCHEN MATS, ETC.; AREAS CONCEALED BY "FREE STANDING" APPLIANCES; AREAS CONCEALED BY STORAGE; AREAS CONCEALED BY HEAVY VEGETATION; AND AREAS WHERE LOCKS PREVENTED ACCESS.

THESE AREAS WILL BE INSPECTED FOR A FEE, IF THEY ARE MADE ACCESSIBLE AT THE OWNER'S EXPENSE. A SUPPLEMENTAL REPORT WILL BE ISSUED AND ANY FINDINGS AND RECOMMENDATIONS WILL BE LISTED ALONG WITH ESTIMATES FOR REPAIR AND/OR TREATMENT, IF WITHIN THE SCOPE OF THIS COMPANY'S OPERATIONS. NO OPINION IS RENDERED CONCERNING CONDITIONS IN THESE AREAS AT THIS TIME.

6170 CONTRA COSTA RD, OAKLAND, CA, 94615

09/07/06

41571

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE REPORT NO.

NOTE: INSPECTIONS ARE MADE AND REPORTS ARE ISSUED ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION. THE ABSENCE OF VISIBLE EVIDENCE OF WOOD DESTROYING ORGANISMS IN THE VISIBLE AND ACCESSIBLE PORTIONS OF THE STRUCTURE IS NO ASSURANCE THAT WOOD DESTROYING ORGANISMS ARE NOT PRESENT IN INACCESSIBLE AREAS NOR THAT FUTURE INFESTATIONS WILL NOT OCCUR. THEREFORE, WE DO NOT ASSUME ANY RESPONSIBILITY FOR THE PRESENCE OF WOOD DESTROYING ORGANISMS, OR DAMAGE DUE TO SUCH ORGANISMS, IN AREAS THAT WERE NOT VISIBLE AND ACCESSIBLE AT THE TIME OF THE INSPECTION OR THAT MAY OCCUR IN THE FUTURE.

NOTE: THE OWNER OF THIS PROPERTY HAS CERTAIN RESPONSIBILITIES REGARDING THE NORMAL MAINTENANCE THAT PERTAINS TO THE DETERRENCE OF WOOD DESTROYING ORGANISMS. THESE NORMAL MAINTENANCE PROCEDURES INCLUDE, BUT ARE NOT LIMITED TO; MAINTENANCE OF THE ROOF, GUTTERS, AND DOWNSPOUTS; CAULKING AROUND DOORS, WINDOWS, VENTS, TUB AND SHOWER ENCLOSURES; KEEPING SOIL LEVELS BELOW THE TOP OF THE FOUNDATIONS; KEEPING STORED ITEMS (INCLUDING FIREWOOD) AT LEAST TWELVE (12") INCHES AWAY FROM THE STRUCTURE; ADJUSTING SPRINKLERS SO THAT THEY DO NOT SPRAY ONTO THE STRUCTURE; PROHIBITING SOIL TO CONTACT THE WOOD COMPONENTS OF THE STRUCTURE; AND PREVENTING VEGETATION OR OTHER ITEMS FROM BLOCKING VENTS.

NOTICE TO OWNER: UNDER THE CALIFORNIA MECHANICS' LIEN LAW, ANY STRUCTURAL PEST CONTROL COMPANY WHICH CONTRACTS TO DO WORK FOR YOU, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY, BUT IS NOT PAID FOR HIS OR HER WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR STRUCTURAL PEST CONTROL COMPANY IN FULL IF THE SUBCONTRACTOR, LABORERS, OR SUPPLIERS REMAIN UNPAID.

TO PRESERVE THEIR RIGHT TO FILE A CLAIM OR LIEN AGAINST YOUR PROPERTY, CERTAIN CLAIMANTS SUCH AS SUBCONTRACTORS OR MATERIAL SUPPLIERS ARE REQUIRED TO PROVIDE YOU WITH A DOCUMENT ENTITLED "PRELIMINARY NOTICE". PRIME CONTRACTORS AND LABORERS FOR WAGES DO NOT HAVE TO PROVIDE THIS NOTICE. A PRELIMINARY NOTICE IS NOT A LIEN AGAINST YOUR PROPERTY. ITS PURPOSE IS TO NOTIFY YOU OF PERSONS WHO MAY HAVE A RIGHT TO FILE A LIEN AGAINST YOUR PROPERTY IF THEY ARE NOT PAID.

NOTE: THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTOR'S STATE LICENSE BOARD.

NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (i.e. termite infestation, termite damage, fungus damage, etc.). HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE A RIGHT TO SEEK A SECOND OPINION FROM ANOTHER COMPANY.

6170	CONTRA COSTA RD, OAKLAND, CA, 94615	09/07/06	41571
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

PLEASE SEE "GENERAL NOTES" FOLLOWING THE "FINDINGS AND RECOMMENDATIONS" FOR ADDITIONAL CONDITIONS GOVERNING THIS REPORT.

NOTICE: THIS COMPANY WILL REINSPECT REPAIRS DONE BY OTHERS WITHIN FOUR MONTHS OF THE ORIGINAL INSPECTION. A CHARGE, IF ANY, CAN BE NO GREATER THAN THE ORIGINAL INSPECTION FEE FOR EACH INSPECTION. THE REINSPECTION MUST BE DONE WITHIN TEN 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 THE REPAIRS.

NOTE: THIS FIRM WILL SUBMIT ESTIMATES FOR CONTROL AND/OR ELIMINATION OF THE INFESTATION(S) AND/OR INFECTION(S) AS RECOMMENDED IN THIS REPORT. HOWEVER, THIS FIRM DECLINES TO SUBMIT AN ESTIMATE OR BID FOR ANY REPAIR RECOMMENDATIONS. PURSUANT TO SECTION 8516 (b) (12) OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, NO REINSPECTION OF THESE REPAIR ITEMS WILL BE PERFORMED. THIS FIRM DOES NOT GUARANTEE NOR WARRANTY WORK PERFORMED BY OTHERS. NOR DOES THIS FIRM GUARANTEE NOR WARRANTY THAT THE WORK PERFORMED BY OTHERS IS IN COMPLIANCE WITH APPLICABLE BUILDING CODES. INTERESTED PARTIES SHOULD CONTACT THE PERSON(S) OR FIRM(S) COMPLETING THE WORK FOR ANY TERMS OF THEIR GUARANTEES, WARRANTIES, OR BUILDING PERMITS.

This property was not inspected for the presence or absence of health related molds or fungi. By California law, we are neither qualified, authorized, nor licensed to inspect for health related molds or fungi. If you desire information about the presence or absence of health related molds or fungi, you should contact an industrial hygienist.

The Structural Pest Control Board Mold Policy Statement is as follows:

"Molds, sometimes called mildew, are not wood-destroying organisms. Branch 3 licensees do not have a duty under the Structural Pest Control Act and related regulations to classify molds as harmful to human health or not harmful to human health. This does not modify the Structural Pest Control Act or related regulations."

This statement is being provided to you for informational purposes.

SUBSTRUCTURE AREAS:

NOTE: SUBSTRUCTURE IS A SLAB.

STALL SHOWER:

NOTE: LIMITED INSPECTION.

FOUNDATIONS:

NOTE: FOUNDATION IS CONCRETE AND BELOW GRADE.

PORCHES - STEPS:

NOTE: PORCHES/STEPS ARE CONCRETE SLAB.

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VENTILATION:

NOTE: NO VENTILATION PRESENT.

ABUTMENTS:

NOTE: ABUTMENTS ARE INACCESSIBLE.

ATTIC SPACES:

NOTE: ATTIC SPACE IS PARTIALLY ACCESSIBLE.

GARAGES:

NOTE: GARAGE IS PARTIALLY ACCESSIBLE.

Item 8A: FINDING: Fungus infection and damage at/in framing, eaves due to exposure to weather.

RECOMMENDATION: Remove the fungus infected and damaged component(s) and replace with new material. Seal wood components with paint or other moisture sealant that is resistant to weather.

Item 8B: FINDING: A leak was noted at drain in the garage.

RECOMMENDATION: Repair the leak.

Item 8C: FINDING: Fungus infection and damage at/in interior wall due to exposure to weather.

RECOMMENDATION: Remove the fungus infected and damaged component(s) and replace with new material. Seal wood components with paint or other moisture sealant that is resistant to weather.

Item 8D: FINDING: Water stains were noted on the roof structure of the garage indicating a possible roof leak.

RECOMMENDATION: The owner should employ a licensed roofing contractor to inspect and/or repair the roof. This firm declines to submit a bid or an estimate for this recommendation.

DECKS - PATIOS:

Item 9A: FINDING: Evidence of surface fungus was noted at the patio cover. Fungus infection appears minor at this time and does not structurally weaken the wood so that it is no longer capable of performing the function for which it was designed.

RECOMMENDATION: Scrape away surface fungus and treat the area with an approved fungicide.

OTHER - INTERIORS:

NOTE: PARTIALLY ACCESSIBLE.

OTHER - EXTERIORS:

NOTE: PARTIALLY ACCESSIBLE.

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OTHER - EXTERIORS:

Item 11A: FINDING: Fungus infection and damage at/in overhang due to exposure to weather.

RECOMMENDATION: Remove the fungus infected and damaged component(s) and replace with new material. Seal wood components with paint or other moisture sealant that is resistant to weather.

Item 11B: FINDING: Fungus infection and damage at/in jacuzzi casing due to exposure to weather.

RECOMMENDATION: Remove the fungus infected and damaged component(s) and replace with new material. Seal wood components with paint or other moisture sealant that is resistant to weather.

NOTE: EARTH TO WOOD CONTACT.

NOTICE TO OWNER/TENANT

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.

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, headache, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or poison control center (see below) and your pest control operator immediately.

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

For further information contact the following:

TERMINIX INTERNATIONAL	(800)	TERMINIX
POISON CONTROL CENTER	(800)	876-4766
Health Questions -- COUNTY HEALTH DEPARTMENT	(510)	628-7600
Application Information -- COUNTY AGRICULTURAL COMMISSIONER .	(510)	783-3928
Regulatory Information -- STRUCTURAL PEST CONTROL BOARD	(916)	561-8700

1418 Howe Avenue, Suite 18, Sacramento, CA 95825

One or more of the following chemicals may be applied to your property:

ADVANCE TBS (Diflubenzuron)	BORA-CARE (Disodium Octaborate Tetrahydrate)
CY-KICK (Cyfluthrin)	
DRIONE INSECTICIDE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide)	
PRELUDE (Permethrin)	PREMISE 75 INSECTICIDE (Imidacloprid)
PT TRI-DIE DUST (Amor, Silica Aerogel, Pyrethrins, Piperonyl Butoxide)	
RECRUIT AG (Hexaflumuron)	RECRUIT III (Noviflumuron)
RECRUIT III AG (Noviflumuron)	TEMPO 20WP (Cyfluthrin)
TEMPO SC ULTRA (Cyfluthrin)	TIM-BOR (Disodium Octaborate Tetrahydrate)
TERMIDOR SC (Fipronil)	TERMIDOR WP (Fipronil)
T-MAX (Noviflumuron)	T-MAX AG (Noviflumuron)
METHYL BROMIDE (Methyl Bromide)	VIKANE (Sulfuryl Fluoride)

NOTE: Choropicrin is used as a "warning agent" on all structural fumigations.

THANK YOU FOR CALLING TERMINIX. SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS REPORT, PLEASE CALL JASON GRANT (510) 732-1686.



The JCP Property Disclosure Report™

Property Address: 6170 Contra Costa Rd,
Oakland, Alameda County, CA

APN: 048A 7101 008 01
Date: 12/12/2006
Report Number: 2006121200038

Statutory Natural Hazard Disclosure Statement

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

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the transferee and the transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

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

Yes _____ No X Do not know and information not available from local jurisdiction _____

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

Yes _____ No X Do not know and information not available from local jurisdiction _____

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

Yes _____ No X

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

Yes _____ No X

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

Yes _____ No X

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

Yes (Landslide Zone) X Yes (Liquefaction Zone) _____

No _____ Map not yet released by state _____

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

Signature of Transferor (Seller) _____ Date _____

Signature of Transferor (Seller) _____ Date _____

Signature of Agent _____ Date _____

Signature of Agent _____ Date _____

Check only one of the following:

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

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

Third-Party Disclosure Provider(s)

Scott Roecklein, Sr. Vice President
First American Natural Hazard Disclosures

Date 12/12/2006 Rept. No. 2006121200038

Transferee represents that he or she has read and understands this document. I (We) also have read and understand the added local hazard, airport, 1915 Bond Act, Mello-Roos, military ordnance, commercial zoning, and Megan's Law disclosures, as well as the mold and radon advisories and the map cover page contained in this report. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) _____ Date _____

Signature of Transferee(s) _____ Date _____

Additional Signatures Required – Section 5 EnviroCheck™ Disclosure Report

Statutory Form