

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No.	Street, City, Zip	Date of Inspection	No. of Pages
6101	CONTRA COSTA AVENUE, OAKLAND, CA, 94618	09/05/06	9



Structural Renewal, Inc.

5300 HUNTINGTON AVENUE • RICHMOND, CALIF. 94804 • (510) 524-3112 • FAX: (510) 624-9767

Firm Registration No. PR 0195	Report No. 9267	Encrow No.
Ordered By: BARRY AUGUS 6101 CONTRA COSTA AVENUE OAKLAND CA 94618	Property Owner/Party of Interest: BARRY AUGUS 6101 CONTRA COSTA AVENUE OAKLAND CA 94618	Report Sent To:

COMPLETE REPORT LIMITED REPORT SUPPLEMENTAL REPORT REINSPECTION REPORT

General Description: 3 STORY SINGLE FAMILY RESIDENCE	Inspection Tag Posted: SUBAREA BASEMENT GARAGE
	Other Tags Posted: SRI 1/4/02

An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites Drywood Termites Fungus/Dryrot Other Findings Further Inspection
 If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

RECEIVED AND READ 11
 NUMBER OF PAGES

NAME _____ DATE _____

NAME _____ DATE _____

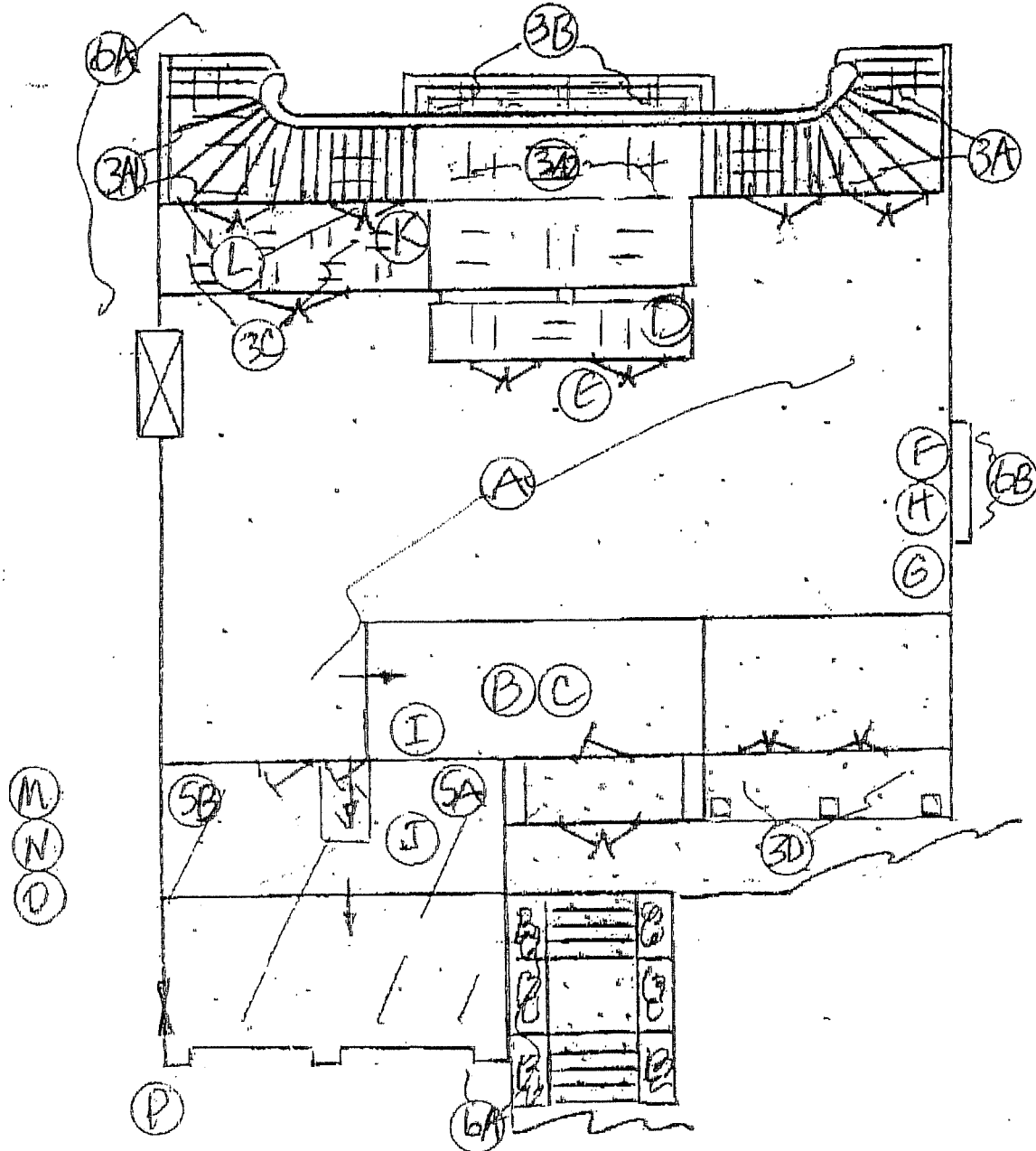
NOTE: DIAGRAM IS DISPLAYED ON PAGE 2.

Edward R. Bish
Kent Stonebraker

2nd PAGE OF STANDARD INSPECTION REPORT ON PROPERTY AT:

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" ANYONE READING THIS REPORT MUST READ THE FOLLOWING"

What is a Wood Destroying Pest & Organism Inspection Report ?

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

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

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

IMPORTANT-----PLEASE READ CAREFULLY

AREAS NOT INSPECTED

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

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NOTICE: REINSPECTION:

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

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

WARNING:

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

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

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

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

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

NOTE:

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

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

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

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

PORCHES-STEPS-DECKS-PATIOS:

ITEM 3A: Black discoloring and water staining were found to the right side storage area at lowest level beneath the tiled step detail and the left side revealed some water stains only. We were authorized to make openings at the time of this inspection, which did reveal the membrane beneath the tile had failed. Much fungus and dry rot decay was found to the wood members at the right side only. We would suspect damage extends up the step detail into the landing. Where I indicate #3A-1 opening made and only water staining apparent. Where I indicate #3A-2, numerous cracks were found to the tile at the landing. Ventilation is very limited and will need to be improved with repairs. The lower 4 steps were inaccessible due to construction detail. We are referring to other trade for appraisal and replacement. In conjunction with our complete inspection, we will make permanent access openings with sheetrock and a wood mould surround. It shall be the owners responsibility to apply primer and finish paint.

RECOMMENDATION: Owner to engage the original building contractor for appraisal and replacement.

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

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PORCHES-STEPS-DECKS-PATIOS:

ITEM 3B: Tile was also found to be cracked over concrete slab at the lowest level where indicated on diagram.

RECOMMENDATION: Owner to engage original contractor for appraisal and replacement as required. Presently, no wood members are being adversely affected. It is unknown whether this is caused from settlement or perhaps some drainage concerns and any further representations would have to come from others.

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

ITEM 3C: With findings previously mentioned at item #3A and #3B, there may be reasons for concern at this balcony deck. It is situated over a finished ceiling and the framing was inaccessible for inspection. Surface areas that were observed did not indicate any signs of water stains.

RECOMMENDATION: Owner to keep under periodic observation, especially during inclement weather season. See items #K and #L for maintenance items.

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

INTERIOR-BATHROOMS-ATTIC:

ITEM 5A: Prior water stain found to the ceiling tape at basement level. Per owners information, this was caused from a prior overspillage from the laundry sink. See item #J for additional information.

RECOMMENDATION: Owner to engage the services of a painting contractor for sealing the water stain and applying a finish paint to prevent any future confusion.

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

ITEM 5B: Nipples at the water heaters were found to have some corrosion.

RECOMMENDATION: Owner to engage the services of a plumbing contractor for appraisal and repair, if any.

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

EXTERIOR-ABUTMENTS:

ITEM 6A: Vegetation contact noted to structure at these areas where indicated on diagram.

RECOMMENDATION: Although it is aesthetically pleasing, owner to keep all plant contact broken with structure as part of gardening maintenance. Also, keep the exterior stucco walls well sealed when it becomes more apparent in the future.

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

ITEM 6B: These false decorative beams at overhang are exposed to inclement weather and presently, were found to be sound and serviceable.

RECOMMENDATION: Owner to keep these beams well sealed as part of property maintenance.

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

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EXTERIOR-ABUTMENTS:

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: #3A.

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

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

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

GENERAL INFORMATION AND MAINTENANCE ITEMS

A. This area of the structure has a concrete slab floor with finished floor 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. Portions of the subarea framing are inaccessible for inspection due to placement of plywood shear panels. No representations can be given here, unless panels are removed; however, we noted no indications to suggest an obvious ongoing problem at visually accessible areas that would justify such measures, in my opinion.

C. Portions of the substructure framing members were inaccessible for inspection due to the presence of insulation between the floor joist bays. No representations can be given to these areas unless insulation is removed, other than, the accessible surface areas that were observed did not seem to indicate any signs of an ongoing problem that would justify such measures at this time. This is not to be misconstrued as a guarantee against hidden damage where it may exist, but is to be recognized as a mere statement of finding.

D. The master bath shower/steamer combination facility is situated over a finished ceiling and there were no signs to suggest leaks, infections or infestations. Owner to keep accessible surface areas of the ceramic tile and grout periodically caulked and sealed and maintained shower door frame to prolong serviceable life.

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E. Master bath tub is situated over a finished ceiling revealing no indications to suggest leaks, infections, or infestations. I would suggest owner keep the adjacent floor cover well caulked and minimize against oversplash during usage.

F. The limestone top at kitchen was found to be very sound and serviceable and no plumbing leaks noted at the time of this inspection.

G. This tub/shower facility is situated over a finished ceiling, revealing no indications of leaks, infections or infestations that would justify further inspection/alterations. Length of serviceability will depend upon the degree of owner maintenance applied in the future.

H. Tub/shower facility is situated over concrete slab and was given a standard water test and no leaks were noted at this time. I suggest owner keep the ceramic tile walls, grout and tub enclosure periodically caulked and sealed to prolong serviceabilities in the future.

I. The bathroom sink and water closet were inspected and no evidence of leakage, infection or infestation was noted.

J. The laundry basin was water tested and no leaks were noted at the time of this inspection.

K. It is evident that tree debris collects at the outlet drain of this balcony. Owner to keep well cleared as part of property maintenance.

L. Base of wood pillars at the balcony deck are experiencing some blistered paint and weathering, however, were still considered in a serviceable condition. Owner to keep these wood members well scraped, puttied, caulked, sealed and painted to prolong serviceable life. Failure to do so may result in some repair/replacement sooner than anticipated.

M. 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.

N. The attic space was not inspected due to the presence of insulation. No representations can be given here, other than, the accessible surface areas that were observed did not indicate any signs of an ongoing problem that would justify further inspection/alterations in our opinion. Any further representations regarding the integrity of the roof covering, would need to come from a licensed roofing contractor.

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O. 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.

P. There was a prior mentioning of a leak to solder joint of the copper gutter here where shown on diagram. It is unknown whether any corrections have been made. Any further representations and/or repair would have to come from others.

COST OF THIS INSPECTION: \$ 950.00; \$450.00 PAID, \$500.00 UNPAID

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

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

SECTION 2 ITEMS ARE NOT REQUIRED FOR CERTIFICATION.

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

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

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



Structural Renewal, Inc.

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

WORK AUTHORIZATION CONTRACT

Address of Property: 6101 CONTRA COSTA AVENUE, OAKLAND, CA, 94618
Inspection Date: 09/05/2006
Report #: 9267
Title Co. & Escrow #:

PLEASE CIRCLE THE ITEMS YOU WISH TO HAVE PERFORMED

CUSTOMER INFORMATION: READ REPORT AND THIS CONTRACT BEFORE SIGNING

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

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

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

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

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

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

NOTICE TO PROPERTY OWNERS: (Section 7018 of the California Contractors License Law, Business & Professional Code Div. 3, Chap. 9) Provides under the Mechanic's Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by the court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the contractor, laborer, or supplier remains unpaid.

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

PLEASE PRINT IN AREAS BELOW:

TITLE COMPANY OR PERSON RESPONSIBLE FOR PAYMENT: _____

ESCROW # _____ FAX # _____ TELE# _____

SELLER _____ DAY # _____ EVENING # _____ FAX # _____

BUYER _____ DAY # _____ EVENING # _____ FAX # _____

I have read this work authorization contract and 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.



Structural Renewal, Inc.

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

WORK AUTHORIZATION CONTRACT

Address of Property: 6101 CONTRA COSTA AVENUE, OAKLAND, CA, 94618
Inspection Date: 09/05/2006
Report #: 9267
Title Co. & Escrow #:

SECTION 1

3A: OTHR/TRADE

SECTION 2

3B: OTHR/TRADE
3C: OWNER
5A: OTHR/TRADE
5B: OTHR/TRADE
6A: OWNER
6B: OWNER

FURTHER INSPECTION

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NAME DATE

NAME DATE

We Authorize the Following
Section 1 Items to be Performed.

We Authorize the Following
Section 2 Items to be Performed.

We Authorize the Following
Items for Further Inspection.

Proposed Cost Section 1: _____

Proposed Cost Section 2: _____

Proposed Cost Fur.Insp.: _____

Total - All Sections: \$ 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: _____ DATE _____
STRUCTURAL RENEWAL INC



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

**HOLD HARMLESS AGREEMENT
PEST CONTROL**

Dated: _____ for property located at 6101 Contra Costa Road, by
and between _____, as Buyer(s)
and Catherine and Barry Angus, as Seller(s).

The undersigned buyers have agreed to assume full responsibility for Structural Pest Control Work (AKA: Termite Clearance) after close of escrow. Further, buyer acknowledges that they are aware that if the completion of the work is delayed, more damage could occur and therefore costs for repairs and clearance could exceed the quote by Structural Renewal dated Sept. 5, 2006 in the amount of 3A, other trade for section I and in the amount of other trade 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:

Barry Angus 9/10/06
Seller Date

Buyer Date

Catherine Angus 9/10/06
Seller Date

Buyer Date

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

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

The year my home was built was _____.

Comments: _____

We Want To Hear From You!

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

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

Property Address: 6101 Contra Costa Road
Date 7/13/06 Time 5:07 PM Barry Augus Barry Augus
(signature) (printed name)
Date 7/13/06 Time 5:05 PM Catherine Augus Catherine C Augus
(signature) (printed name)

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

Official C.A.R.* Publication 5/05

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

Property Address: _____
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



CALIFORNIA
ASSOCIATION
OF REALTORS®

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

Name of Buyer(s) _____
Property Address 6101 Contra Costa Road Oakland

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 question 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 _____





First American Title Company

2089 Rose Street
Berkeley, CA 94709

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Escrow Officer: Renee Haugen (RH)
Phone: (510)548-2565
Fax No.: (510)527-2085
E-Mail: rhaugen@firstam.com
E-Mail Loan Documents to: edocs.berkeley@firstam.com
Buyer:
Owner: Augus
Property: 6101 Contra Costa Road
Oakland, CA 94618

NAME	DATE
NAME	DATE

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of July 31, 2006 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

Eagle Protection Policy (1998) (CLTA/ALTA Homeowner's Policy of Title Insurance) if the land described is an improved residential lot or condominium unit on which there is located a one to four family residence, or ALTA Owner's Policy (1992) with Regional Exceptions if the land described is an unimproved residential lot; ALTA Loan Policy (1992) with ALTA Endorsement-Form 1 Coverage with Eagle Protection Added.

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

BARRY J AUGUS AND CATHERINE C. AUGUS, HUSBAND AND WIFE, AS TENANTS IN COMMON,
EACH TO A 50% INTEREST

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee as to Parcel(s) ONE, an easement as to Parcel(s) TWO.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2006-2007, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
4. Any and all offers of dedication, conditions, restrictions, easements, fenceline/boundary discrepancies, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.

5. A deed of trust to secure an original indebtedness of \$1,135,000.00 recorded MAY 12, 2004 as INSTRUMENT NO. 2004207866 of Official Records.
Dated: APRIL 29, 2004
Trustor: BARRY J. AUGUS AND CATHERINE C. AUGUS, HUSBAND AND WIFE, AS TENANTS IN COMMON, EACH TO A 50% INTEREST
Trustee: CALIFORNIA RECONVEYANCE COMPANY
Beneficiary: WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION

6. A deed of trust to secure an original indebtedness of \$200,000.00 recorded JULY 21, 2006 as INSTRUMENT NO. 2006282898 of Official Records.
Dated: JULY 17, 2006
Trustor: BARRY J. AUGUS AND CATHERINE C. AUGUS, HUSBAND AND WIFE, AS TENANTS IN COMMON, EACH TO A 50% INTEREST
Trustee: DOUGLAS E. MILES
Beneficiary: JPMORGAN CHASE BANK, N.A. A NATIONAL BANKING ASSOCIATION OR ITS SUCCESSORS OR ITS ASSIGNEES

INFORMATIONAL NOTES

1. Taxes for proration purposes only for the fiscal year 2005-2006 (SECURED).
First Installment: \$12,740.86, PAID
Second Installment: \$12,740.86, PAID
Tax Rate Area: 17-001
APN: 048A-7102-022

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 6101 Contra Costa Road, Oakland, California.

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

4. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

5. Short term rate applies.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Oakland, County of Alameda, State of California, described as follows:

A PORTION OF LOTS 1 AND 2, BLOCK 3, RESUBDIVISION OF BLOCKS 9, 10, 11, 12, 13, 14 AND A PORTION OF BLOCK 16, ROCK RIDGE TERRACE, FILED MARCH 16, 1911 IN BOOK 26, PAGE 15 OF MAPS, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING ON THE WESTERN LINE OF CONTRA COSTA, FORMERLY CHABOT ROAD, AT THE MOST NORTHERN CORNER OF SAID LOT 1; THENCE SOUTHERLY ALONG SAID LINE OF CONTRA COSTA ROAD ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 120.27 FEET (THE CHORD OF WHICH BEARS SOUTH 5° 44' 30") A DISTANCE OF 74.84 FEET; THENCE SOUTH 77° 29' WEST 104.29 FEET THENCE NORTH 5° 49' WEST 55.89 FEET TO THE NORTHWESTERN BOUNDARY LINE OF SAID LOT 1; AND THENCE NORTH 66° 36' EAST ALONG THE LAST NAMED LINE 95.34 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

AN EASEMENT FOR PRIVATE STORM SEWER AND APPURTENANCES THERETO, APPURTENANT TO PARCEL ONE ABOVE AS GRANTED IN THAT INSTRUMENT FROM JOSEPH P. CELENTANO, ET AL, RECORDED FEBRUARY 19, 2002, SERIES NO. 2002-078423, OFFICIAL RECORDS.

APN: 048A-7102-022

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B**

EXCEPTIONS FROM COVERAGE

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

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

EXCLUSIONS FROM COVERAGE

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

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

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

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

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

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- | | |
|----------------------------|----------------------------|
| * land use | * land division |
| * improvements on the land | * environmental protection |

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.

- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
 5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
 6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
 7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
 8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.This exclusion does not limit the coverage provided in Covered Risk 8.
 9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

SCHEDULE B

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

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

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

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

"You may be entitled to receive a \$20.00 discount on escrow services if you purchased, sold or refinanced residential property in California between **May 19, 1995 and October 8, 2002**. If you had more than one qualifying transaction, you may be entitled to multiple discounts. If your previous transaction involved the same property that is the subject of this Preliminary Report, you do not have to do anything; First American will provide the discount directly to you within a few weeks, not through your closing. If your previous transaction involved property different from the property that is the subject of your current transaction, you must inform First American of the earlier transaction, provide the address of the property involved in the previous transaction, and the date or approximate date that the escrow closed to be eligible for the discount. Please mail to Claims Administrator, 2 First American Way, Santa Ana, CA 92707.

Unless you inform First American of the prior transaction on a property that is not the subject of this transaction, First American has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide First American information concerning a prior transaction, First American is required to determine if you qualify for a discount."

"Escrow Services" shall be defined as either title premium or escrow fee payable by you in connection with this transaction. In the event you are entitled to a credit but are not responsible for paying either a title premium or an escrow fee at the close of this transaction, then no credit can be given.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ASSESSOR'S MAP 18A

Code Area No. 17-001

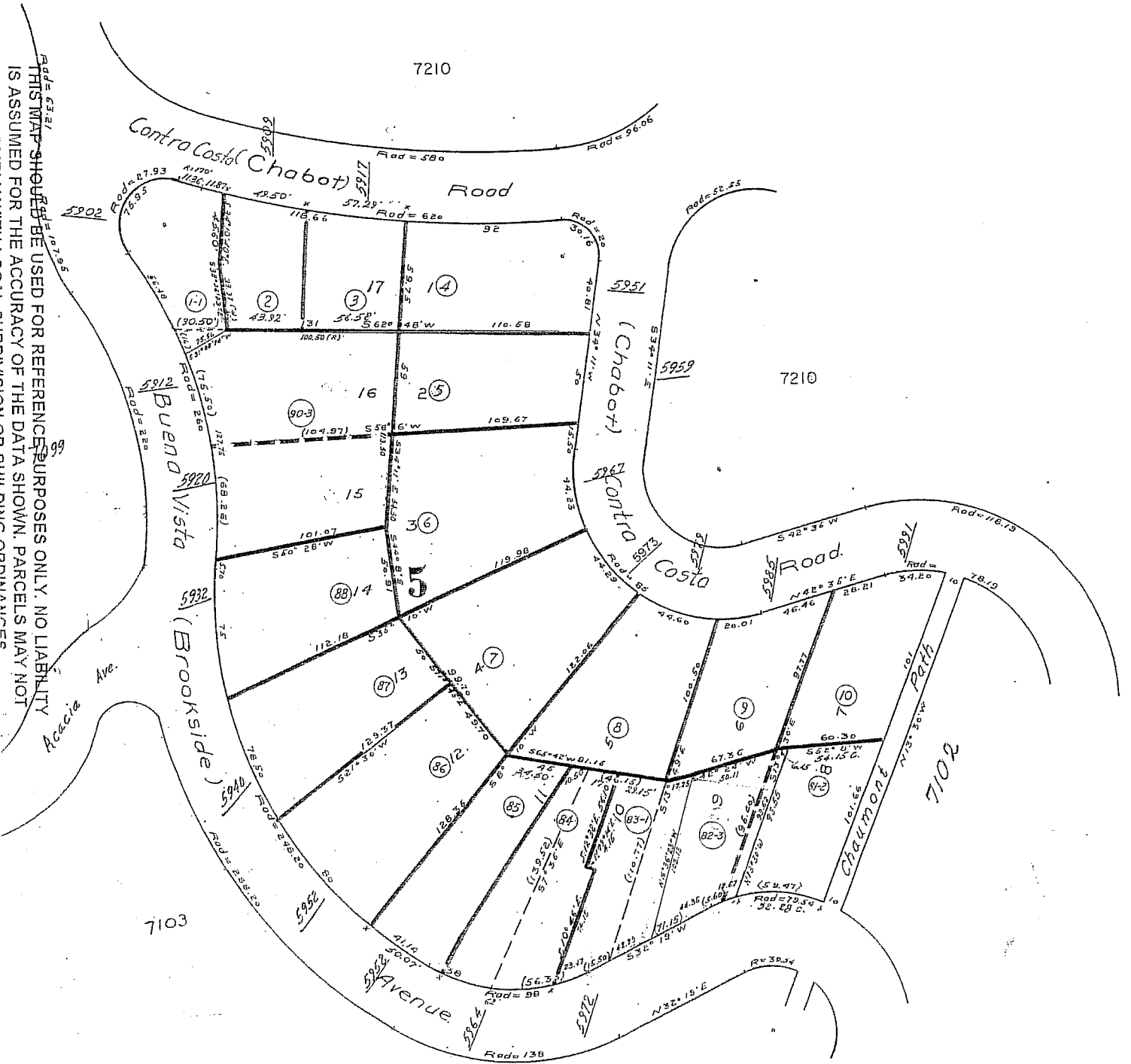
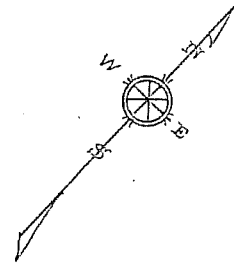
Re Sub of Blocks 9-10-11-12-13-14 and a portion of Block 16.

Rock Ridge Terrace. (Bk. 26 Pg. 13)

Scale 1 in = 50 ft.

4370
7102
Page 1

Revised 5-5-75 MIN.
5-16-93 F.B.
10-26-93 P.A.
5-1-94 B.V.
4-21-97 V.L.
6-9-00 P.B.



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT

ASSESSOR'S MAP 4 1

Code Area No 17-001

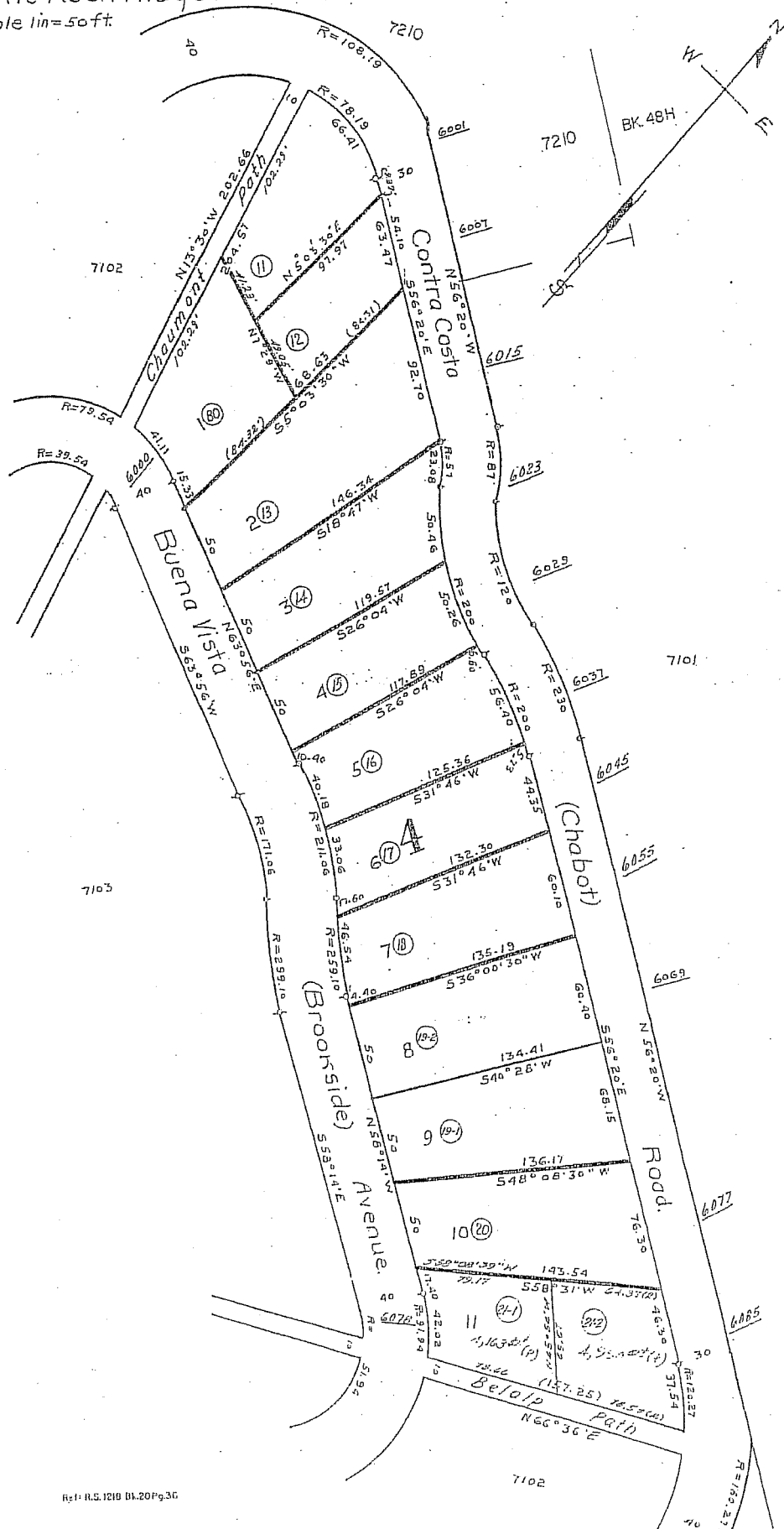
Re sub of Blocks 1, 10, 11, 12, 13, 14 and a portion of Block 16 Rock Ridge Terrace, (BK. 26 73, 15)

Scale 1 in = 50 ft.

7102
4371

Page 2

REV. 11-5-83 BV



THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

ASSESSOR'S MAP 3A

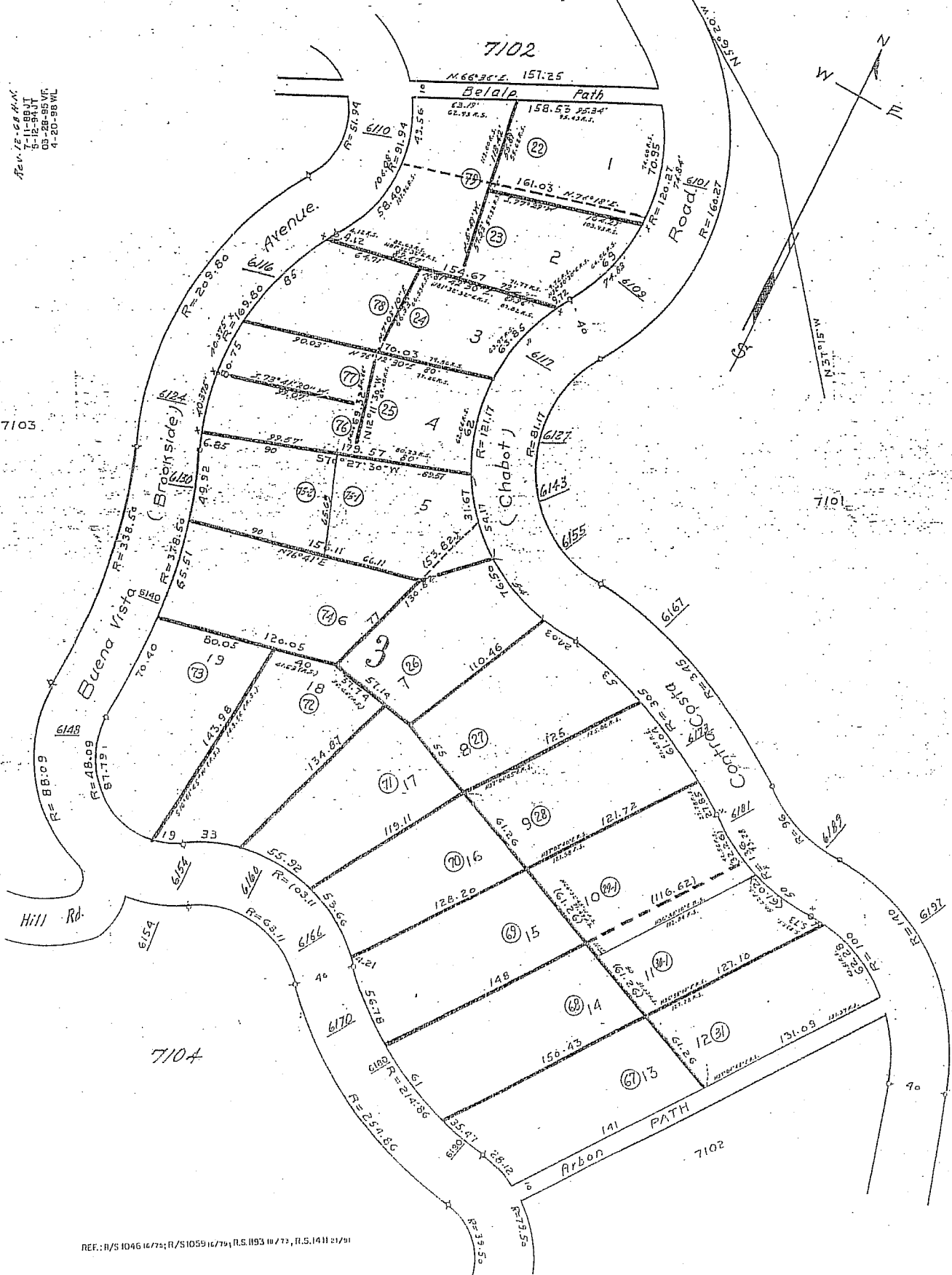
Code Nos. 17-001

7102
4373
Page 3

Resub of Blocks 9, 10, 11, 12, 13, 14,
and a portion of Block 16 Rock Ridge Terrace. (Blk. 22, 7, 15)
Scale 1/4" = 50ft.

Rev. 12-68 H.M.
5-12-81 J.T.
03-28-85 V.F.
4-20-88 W.L.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPEY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



4405
7102
4375

Ocean View Hight. (Bk. 14 P. 40)
Highland Manor. (Bk. 14 P. 24)

ASSESSOR'S MAP 48A

Code Area No. 17-001

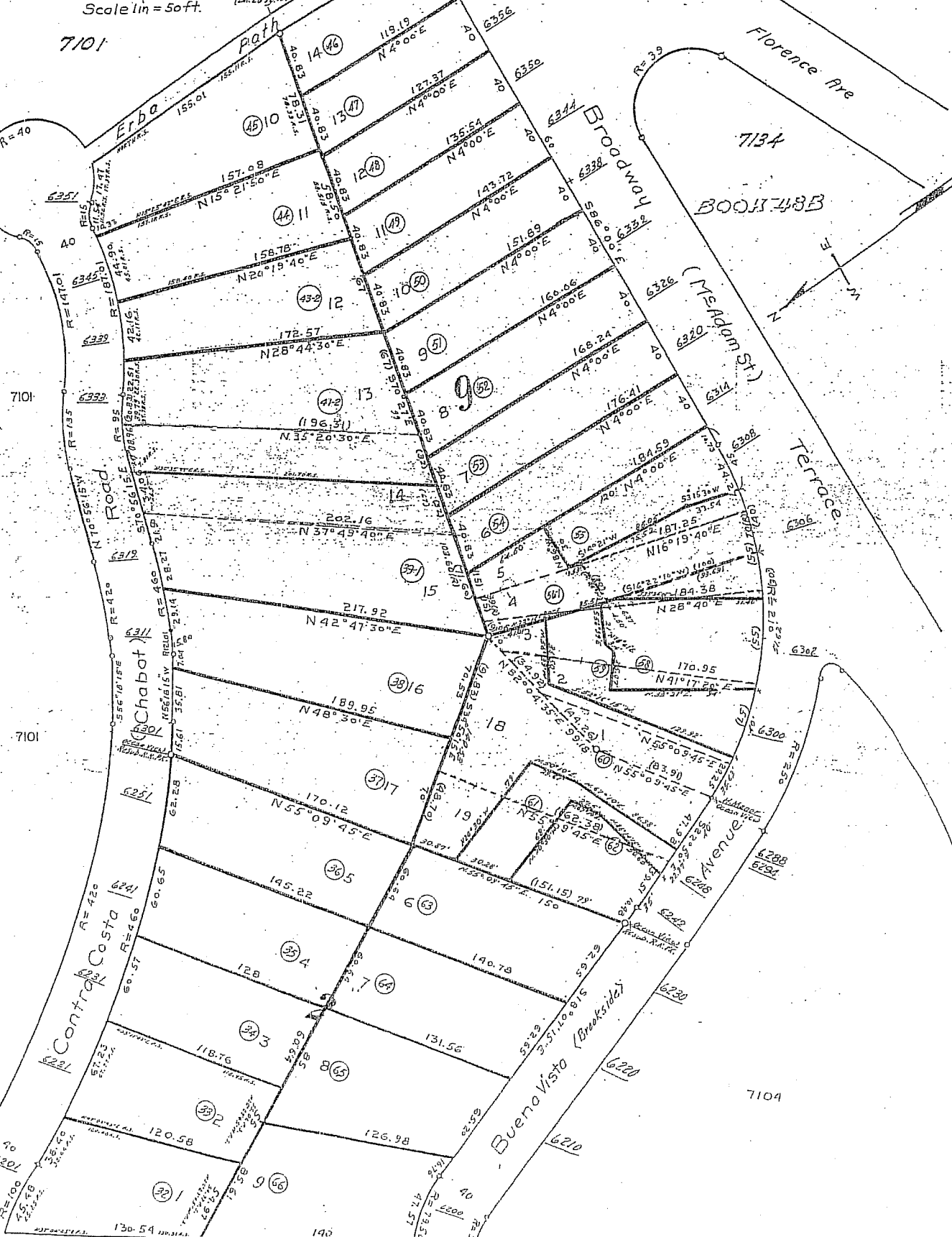
ReSub of Blocks 9, 10, 11, 12, 13, 14

and a portion of Block 16 Rock Ridge Terrace
Scale 1 in = 50 ft.

7101

Page 4
 2-3-98 PB
 3-25-95 CCL
 5-12-94 JLT
 4-22-97 NWL
 Rev. 1-26-96 M.M.K.
 2-22-97 J.T.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



INDEXED 11 12 1912

City of Oakland, California

Board of Public Works

Resolution No. 11111

Approved: [Signature] Mayor

Approved: [Signature] Board President

Approved: [Signature] Board Member

Approved: [Signature] Board Member

Approved: [Signature] Board Member

Approved: [Signature] Board Member

City of Oakland, California

Board of Public Works

Resolution No. 11112

Approved: [Signature] Mayor

Approved: [Signature] Board President

Approved: [Signature] Board Member

Approved: [Signature] Board Member

Approved: [Signature] Board Member

City of Oakland, California

Board of Public Works

Resolution No. 11113

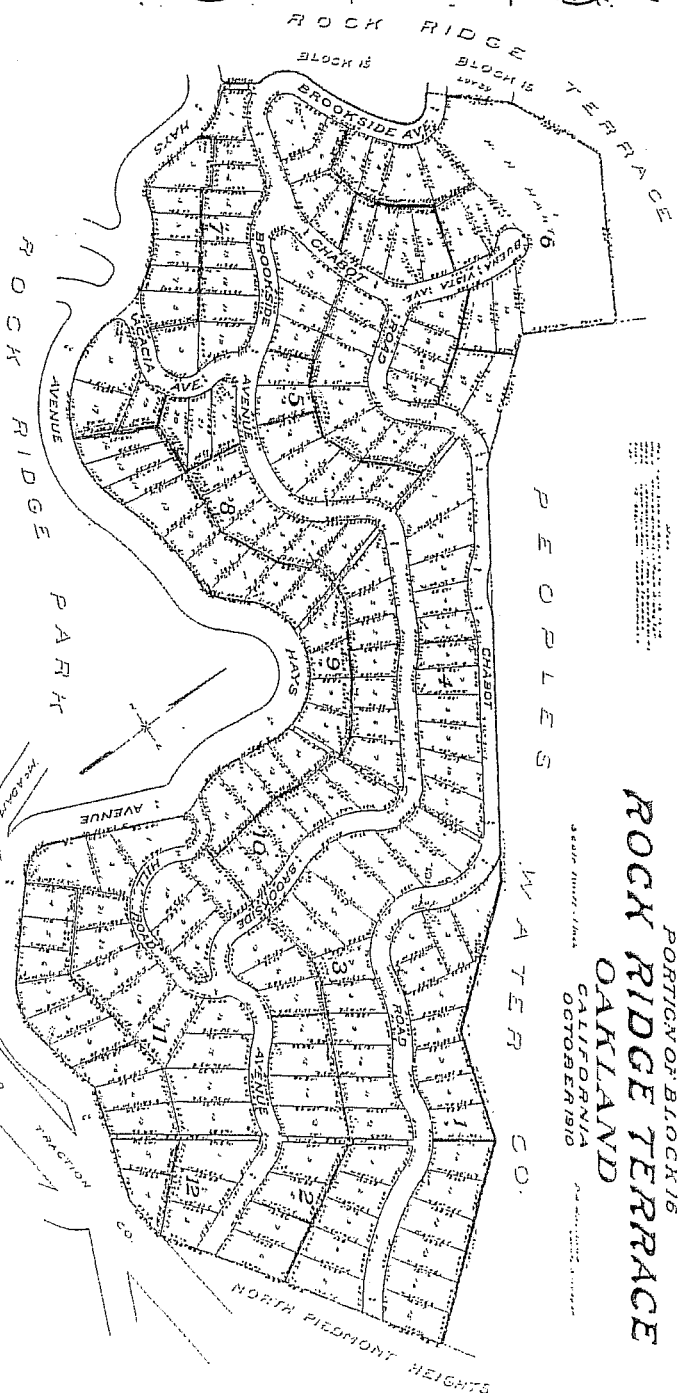
Approved: [Signature] Mayor

Approved: [Signature] Board President

Approved: [Signature] Board Member

Approved: [Signature] Board Member

Approved: [Signature] Board Member



RESUBDIVISION
BLOCKS 9-10-11-12-13-14
PORTION OF BLOCK 16
ROCK RIDGE TERRACE
OAKLAND
PEOPLES WATER CO.
OCTOBER 1910

BK-26-19-15

SKETCH ADDENDUM

File No.: 6101CC.S

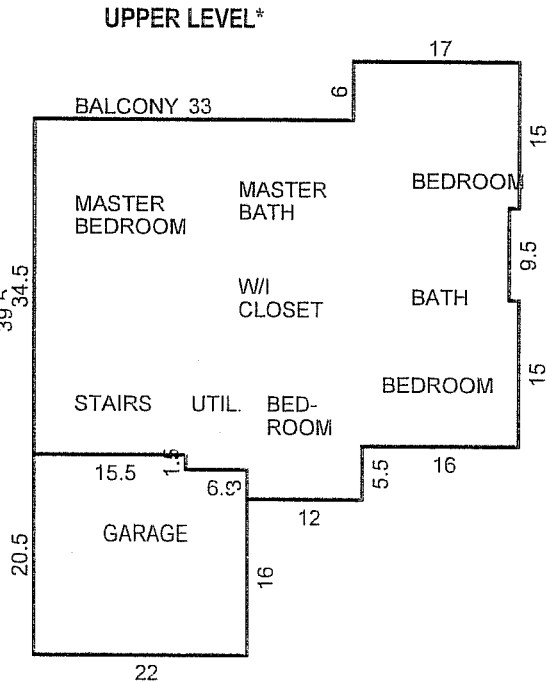
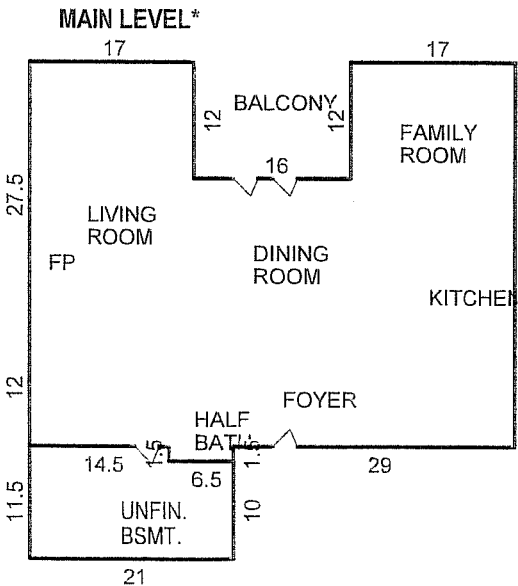
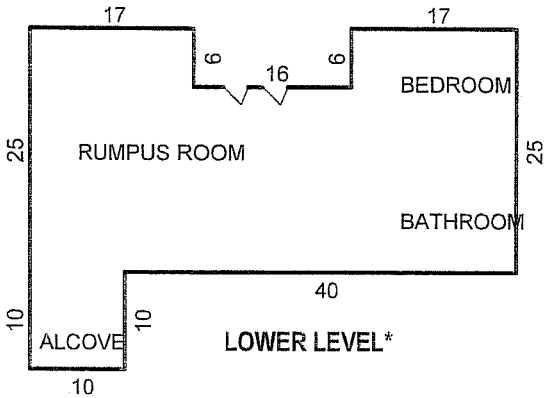
Applicant Augus
 Property Address 6101 Contra Costa Road
 City Oakland County Alameda State CA Zip Code 94618
 Client _____
 Remarks Boyd Smith Appraisal Services/Linda Boyd

RECEIVED AND READ

NUMBER OF PAGES 1

NAME _____ DATE _____

NAME _____ DATE _____



MAIN LEVEL *

14.5	x	39.5	=	572.75
2.5	x	41	=	102.5
4	x	29	=	116
12	x	27.5	=	330
17	x	39.5	=	671.5
Subtotal*				1792.75 SF

UNFIN. BSMT.

1.5	x	14.5	=	21.75
10	x	21	=	210
Subtotal				231.75 SF

Total* 1792.75 SF

UPPER LEVEL *

6	x	17	=	102
9	x	50	=	450
9.5	x	49	=	465.5
15	x	50	=	750
1	x	34	=	34
1.5	x	18.5	=	27.75
3	x	12	=	36
Subtotal*				1865.25 SF

GARAGE

1.5	x	15.5	=	23.25
19	x	22	=	418
Subtotal				441.25 SF

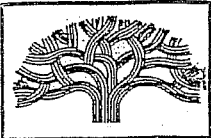
Total* 1865.25 SF

LOWER LEVEL *

6	x	17	=	102
6	x	17	=	102
19	x	50	=	950
10	x	10	=	100
Subtotal*				1254 SF

Total* 1254 SF

*** Total G.L.A. 4912 SF**



Head & Received

PERMIT INSPECTION RECORD

Inspections call:
(510) 238-3444

Weekdays

8:00 AM to 4:00 PM

Inspection Services
250 Frank H. Owaga Pl.
2nd Floor
Oakland, CA 94612

CITY OF OAKLAND

KEEP AVAILABLE WITH THE APPROVED PLANS

JOBSITE ADDRESS 6101 CONTRA COSTA RD.		TENANT/SUITE	ASSESSOR'S PARCEL NUMBER	
PERMITTEE Mark Becker INC		LICENSE	CODE EDITION 1994	PERMIT ISSUE DATE 1-20-99
DESCRIPTION OF WORK NEW SFD GARAGE		OCCUPANCY R-3/U-1	FIRE SPRINKLER YES	
REQUIRED SPECIAL INSPECTIONS & MATERIALS TESTING (UFC SECTION 1701.5) YES		CONST. TYPE VN	STORIES 2	DISTRICT 02E

- BUILD, ELECT, PLUMB, & MECH INSPECTIONS MUST BE SCHEDULED SEPARATELY (PLEASE CALL WELL IN ADVANCE).
- ALL PERMITS WILL EXPIRE UNLESS MAJOR INSPECTIONS ARE APPROVED BY THE CITY EVERY 6 MONTHS. (OR SOONER).
- DO NOT CONCEAL ANY WORK UNTIL "OK TO POUR" OR "OK TO COVER" HAS BEEN SIGNED & DATED BY THE CITY.
- "BEST MANAGEMENT PRACTICES" MUST BE USED DAILY TO PROTECT STORM WATER DRAINAGE SYSTEMS.

MAJOR INSPECTION	RE 9904571 BUILDING	RE 9901193 ELECTRICAL	RP 9900893 PLUMBING	RM 9900573 MECHANICAL	PLANNING/ DESIGN REVIEW
01 FOUNDATION (6 MONTHS MAXIMUM)	10 SETBACK	30 CONSTRUCT POWER			NUMBER OF PAGES 2
	11 PIERS	31 UFER 2/18/99 JK			61 LOT COVERAGE
	12 REPORT/ CERT/ FEE				
OK TO POUR	13 FTG/ SLAB/ EMBED	32 UNDER GROUND 1	40 UNDER GROUND 4/19/99 JK	50 UNDER GROUND	62 SITE
	14 REPORT/ CERT/ FEE				
02 FLOOR (6 MONTHS MAXIMUM)	15 UNDER FLOOR	33 UNDER FLOOR	41 UNDER FLOOR	51 UNDER FLOOR	63 FLOOR ELEVATION
	16 LATH/ CEILING 8-23-99 R	34 SUSPENDED CEILING	42 DWV PIPING 8-19-99 JK	52 SUSPENDED CEILING	64 ROOF HEIGHT
03 FRAME (6 MONTHS MAXIMUM)	17 MASNRY/ RET WALL 8-23-99 R	35 PREMISES WIRING 8-19-99 JK	43 GAS PIPING 8-19-99 JK	53 FLUE 8-19-99 JK	
	18 SHEARWALL/ ROOF 8-23-99 R	36 SUBPANEL	44 WATER PIPING 8-19-99 JK	54 DUCT (LOW PRESS) 8-19-99 JK	
	19 SHAFT/ FIREWALL	37 SERVICE/ MCC	45 CONDENSATE PIPING	55 DUCT (TYPE I HOOD)	
	20 TUB/ SHOWER WALL 9-8-99 KV JK		46 TUB/ SHOWER PAN 9-8-99 KV	56 FIRE DAMPER	
OK TO COVER	21 REPORT/ CERT/ FEE		47 WATER SERVICE 11-4-99 JK	57 MANUF FIREPLACE	
	22 ROUGH 8-23-99 R	37 ROUGH 8-19-99 R	48 ROUGH 11-4-99 JK	58 ROUGH 8-19-99 JK	65 ROUGH
	23 WALL BRD/ SHINGLE 8-23-99 R				
04 FINAL (6 MONTHS MAXIMUM)	29 REPORT/ CERT/ FEE	39 EMERG SYSTEMS	49 GAS TEST 11-4-99 JK	59 EQUIPMENT/ HOOD	66 LANDSCAPE/ IRR
	30 UTILITY RELEASE	40 UTILITY RELEASE 2-4-00 R	41 UTILITY RELEASE 11-4-99 JK	60 UTILITY RELEASE	
OK TO OCCUPY	61 FIRE PREVENTION 510/ 238 - 3851 9-22-01	62 PUBLIC WORKS 510/ 238 - 3051 MB	63 ENGR SERVICES 510/ 238 - 4770	64 COUNTY HEALTH 510/ 567 - 6700	65 OTHER AGENCY
	67 FINAL BUILDING	68 FINAL ELECTRICAL	69 FINAL PLUMBING	70 FINAL MECHANICAL	

3 STOP WORK
2 NOT READY
5 RE-INSPECT FEE

89 SUSPEND PERMIT
93 ADDRESS NOT FOUND
96 CORRECTION NOTICE

90 INSPECT NOT PERFORMED
94 NO ACCESS/ APPROVED PLANS NOT AVAILABLE
97 PARTIAL APPROVAL

91 INSPECT CANCELLED
98 APPROVED

BUILDING

2-5-99 Lower 24 pier OK to pour
 3/1/99 LOWER RET. WALL OK/RM.
 4/8/99 Ret wall left side (see sheet #51 for location) & footing - yk Surveyor letter on location to come
 7/27/99 - Foundation OK in pour
 1-25-99 - Rear retaining wall: piers OK to pour in sp. I wish it was a formal wall = when check physical wall find
 7/7/99 Exterior shear OK subj to eng. letter on m. bedroom deck door area. (line of shear panel) & window change - yk - ok yk
 8-2-99 Frame OK - verify eyes window call problems (eyes hardware req) @ final
 1-4-99 H-100 OK 118 JJ

Read & Received

ELECTRICAL

PLUMBING MECHANICAL

7-12-99 - 85 mat level radiant floor lines OK at 800
 8-23-99 Radiant piping at floors OK to cover
 8-23-99 (R) Plumbing OK on 1st & 2nd floors
 (R) Mech OK on 1st floor protection (CD)
 9-8-99 Master shower pan OK/R

PLANNING, ZONING, DESIGN REVIEW, LANDSCAPING

2891604571
6101 COMPTON COSTA



PERMIT INSPECTION RECORD

Inspections call (510) 238-3444
Weekdays 8:00 a.m. to 4:00 p.m.

INSPECTION SERVICES
250 Frank H. Ogawa Plaza
2nd Floor
Oakland, CA 94612

KEEP AVAILABLE WITH THE APPROVED PLANS

SITE ADDRESS <i>107 Contra Costa</i>		TENANT / SUITE <i>Read & Received</i>	ASSESSOR'S PARCEL NUMBER	
LICENSEE <i>Mark Becker, INC.</i>		LICENCE <i>752709</i>	CODE EDITION <i>97</i>	PERMIT ISSUE DATE <i>1-10-01</i>
DESCRIPTION OF WORK <i>Final work started under RB 9804571</i>		OCCUPANCY <i>R-3</i>	FIRE SPRINKLER	
SCHEDULED SPECIAL INSPECTIONS & MATERIALS TESTING (UBC SECTION 1701.5) <i>NO</i>		CONST TYPE <i>SN</i>	STORIES	DISTRICT

BUILD, ELECT, PLUMB, & MECH INSPECTIONS MUST BE SCHEDULED SEPARATELY (PLEASE CALL WELL IN ADVANCE).
ALL PERMITS WILL EXPIRE UNLESS MAJOR INSPECTIONS ARE APPROVED BY THE CITY EVERY 6 MONTHS (OR SOONER).
DO NOT CONCEAL ANY WORK UNTIL "OK TO POUR" OR "OK TO COVER" HAS BEEN SIGNED & DATED BY THE CITY.
"BEST MANAGEMENT PRACTICES" MUST BE USED DAILY TO PROTECT STORM WATER DRAINAGE SYSTEMS.

MAJOR INSPECTION	BUILDING	ELECTRICAL	PLUMBING	MECHANICAL	PLANNING/ DESIGN REVIEW
	<i>RB0200117</i>		<i>RP0200083</i>		
FOUNDATION (MONTHS MAXIMUM)	10 SETBACK	30 CONSTRUCT POWER	RECEIVED AND READ NUMBER OF PAGES <i>2</i>		60 ORIG GRADE ELEV
	11 PIERS	31 UFER			61 LOT COVERAGE
	12 REPORT / CERT / FEE		NAME	DATE	
TO POUR	13 FTG / SLAB / EMBED	32 UNDER GROUND	40 UNDER GROUND	50 UNDER GROUND	62 SITE
FLOOR (MONTHS MAXIMUM)	14 REPORT / CERT / FEE				
TO COVER	15 UNDER FLOOR	33 UNDER FLOOR	41 UNDER FLOOR	51 UNDER FLOOR	63 FLOOR ELEVATION
FRAME (MONTHS MAXIMUM)	16 LATH / CEILING	34 SUSPENDED CEILING	42 DWV PIPING	52 SUSPENDED CEILING	64 ROOF HEIGHT
	17 MASNRY / RET WALL	35 PREMISES WIRING	43 GAS PIPING	53 FLUE	
	18 SHEARWALL / ROOF	36 SUBPANEL	44 WATER PIPING	54 DUCT (LOW PRESS)	
	19 SHAFT / FIREWALL	37 SERVICE / MCC	45 CONDENSATE PIPING	55 DUCT (TYPE I HOOD)	
	20 TUB / SHOWER WALL		46 TUB / SHOWER PAN	56 FIRE DAMPER	
	21 REPORT / CERT / FEE		47 WATER SERVICE	57 MANUF FIREPLACE	
TO COVER	22 ROUGH	38 ROUGH	48 ROUGH	58 ROUGH	68 ROUGH
	23 WALLBRD / SHINGLE				
FINAL (MONTHS MAXIMUM)	29 REPORT / CERT / FEE	39 EMERG SYSTEMS	49 GAS TEST	59 EQUIPMENT / HOOD	69 LANDSCAPE / IRR
<i>9-02</i>	80 UTILITY RELEASE	80 UTILITY RELEASE	80 UTILITY RELEASE	80 UTILITY RELEASE	
	81 FIRE PREVENTION 510 / 238 - 3851	82 PUBLIC WORKS 510 / 238 - 3051	ENGR SERVICES 510 / 238 - 4770 <i>2/19/02 GYC</i>	84 COUNTY HEALTH 510 / 567 - 6700	85 OTHER AGENCY
	86 FINAL BUILDING <i>2/19/02</i>	86 FINAL ELECTRICAL	FINAL PLUMBING	86 FINAL MECHANICAL	87 FINAL PLAN / DJL

OFFICIAL USE ONLY

88 STOP WORK
92 NOT READY
95 RE-INSPECT FEE

89 SUSPE. PERMIT
93 ADDRESS NOT FOUND
96 CORRECTION NOTICE

90 INSPECT NOT PERFORMED
94 NO ACCESS/ APPROVED PLANS NOT AVAILABLE
97 PARTIAL APPROVAL

91 INSPECT CANCELLED
98 APPROVED

BUILDING

219.02

CERTIFICATE OF OCCUPANCY OK

OK TO OCCUPY *[Signature]*

Read & Received

RECEIVED AND READ

NUMBER OF PAGES

19.2.02

NAME

DATE

NAME

DATE

ELECTRICAL

PLUMBING / MECHANICAL

PLANNING, ZONING, DESIGN REVIEW, LANDSCAPING



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Oakland, COUNTY OF Alameda, STATE OF CALIFORNIA,

DESCRIBED AS 6101 Contra Costa

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) 12-18-2001. 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 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: Property 10 Disclosure report to follow

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NUMBER OF PAGES 3

**II
SELLER'S INFORMATION**

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

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

Seller is is not occupying the property.

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

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

(Continued on page 2) (*see footnote on page 2)

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 3 Pages.
Buyer's Initials (_____) (_____) Seller's Initials (ML) (_____)

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. The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1990-1999, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.



Subject Property Address: 610' Contra Costa Date: 12-18-2001

Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in Bedroom, Family room
 Gas Starter _____ Roof(s): Type: Tile Age: 2 year solid (approx.)
 Other: _____

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

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

If any of the above is checked, explain. (Attach additional sheets if necessary): Small Discoloration on Hardwood Floor at entry. Gutters above garage door not.

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

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

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

Seller: [Signature] Date: 12/18/01
Seller: _____ Date: _____

Subject Property Address: 6101 Contra Costa Date: 12-17-2001

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: Gutter above garage has a leak, Frontgate
currently under repair

Agent (Broker Representing Seller) Prudential Realty By [Signature] Date 12-17-2001
(Please Print) (Associate-License or Broker Signature)

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: See attached 1 page addendum
Buyers are encouraged to visit the permit + zoning departments of
City of Oakland and to have full inspection of property

Agent (Broker Obtaining the Offer) Templeton Hewette By [Signature] Date 12/19/01
(Please Print) (Associate-License or Broker Signature)

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 [Signature] Date 12/18/01 Buyer _____ Date _____
Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) _____ By _____ Date _____
(Associate-License or Broker Signature)
Agent (Broker Obtaining the Offer) Templeton Hewette By [Signature] Date 12-19-01
(Associate-License or Broker Signature)

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

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

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REVISED 4/99

OFFICE USE ONLY
Reviewed by Broker
or Designee _____
Date _____



JAN-00-2002 15:00

FROM-TEMPLETON-LEVERETTE-COMPANY

#E106920114

T-419 P.002/004 F-446

Date: 12-17-2002

Subject Property Address: 16101 Intraforest

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:

Mudder above garage how a leak, front gate
currently under repair

Agent (Broker Representing Seller) PrudentialCA Realty By [Signature] Date 12-17-02

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:

See attached page of document.
Buyers are encouraged to visit the property and inspect the property
City of Oakland and to have skill inspection of the property

Agent (Broker Obtaining the Offer) PrudentialCA Realty By [Signature] Date 12/19/02

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 [Signature] Date 12/18/02
Buyer [Signature] Date 12/20/02
Buyer [Signature] Date 12/20/02

Agent (Broker Representing Seller) PrudentialCA Realty By [Signature] Date 12-19-02
Agent (Broker Obtaining the Offer) Templeton-Leverette By [Signature] Date 12-19-02

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.

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OFFICE USE ONLY
Reviewed by Broker or Designer
Date



MASTER COPY

JAN-08-2002 15:00 FROM-TEMPLETON-LEVERETTE-COMPANY

05108920114

T-419 P.003/006 F-440

January 4, 2002

Buyers Agents Transfer Disclosure Statement on 6101 Contra Costa Oakland California 94618
 Agent is not a licensed contractor and has no special expertise in evaluating a property's physical condition.
 Buyers are urged to obtain all professional inspections they deem appropriate and to consult / inspect all
 appropriate city or government agencies or departments or files, including specific property files to ascertain
 whether permits were obtained for any remodeling or retrofitting. Buyers should check if all permits were finalized
 and certificate of occupancy issued as this is relatively new construction. Precise property lines and the precise
 location of improvements and possible encroachments cannot be determined without a survey. Square footage is
 often quoted from the public tax records but is not verified by agents making or obtaining actual measurements and
 may not be accurate. Templeton Company makes no representations as to the accuracy of property lines, square
 footage or the possibility of encroachments. Trees, particularly large ones, can require ongoing care and
 maintenance and can create hazards during stormy conditions or high winds. School districts and particular
 schools are often overcrowded, and boundary lines and methods of assigning students change. Buyers should
 verify all information regarding schools directly with the appropriate school districts.

Buyer is advised to: 1) personally conduct a thorough visual inspection of all accessible areas of property 2) have
 the property inspected by a competent, professional home inspector. If further investigations are recommended by
 the home inspector, or it is otherwise deemed necessary, contact qualified experts to conduct such additional
 inspections as may be appropriate. If further inspections are recommended by these experts as a result of their
 investigations, Buyer is strongly advised to have these further inspections performed.

Buyer is also advised to retain other qualified experts to further inspect the property, including, but not limited to
 the soil, structure, foundation, roof, drainage, heating, plumbing, electrical, sewer or septic systems, pool and other
 conditions.

The limestone countertop in the kitchen has some staining; Limestone counters need sealing to protect from
 staining

In the upstairs bath, the grout is cracked around the edges of the counter as it meets the splash

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NUMBER OF PAGES 1

The paint shows signs of wear and use throughout the house

NAME _____ DATE _____

The tiles on the terrace outside of the living room show several cracks

NAME _____ DATE _____

The carpet throughout is heavily stained

Some scratches were apparent on right refrigerator door and left refrigerator door squeaks

By Buyers Agent Helene Barkin Helene Barkin Templeton Leverette Co. 1/7/2002 Date

Buyer Barry A. ... Buyer Catherine August Date 1/7/02

Seller [Signature] Seller _____ Date _____

Seller's Agent [Signature] Prudential CA Realty Date 1/8/02

**SUPPLEMENT TO THE REAL ESTATE
TRANSFER DISCLOSURE STATEMENT**

PROPERTY ADDRESS: 6101 Contra Costa
SELLER'S NAME: Michael Prochard

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

1. IN REFERENCE TO THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT (STATUTORY FORM).

SECTION II-A: NOTICE: Make sure that only those items which are included in the sale are checked under Section II-A of the REAL ESTATE TRANSFER DISCLOSURE STATEMENT.

Are any of the items listed in Section II-A, or any additional items which are not listed, leased? _____ If so, which ones: _____

SECTION II-B: Are you aware of any repairs or replacements to any of the items listed in Section II-B of the REAL ESTATE TRANSFER DISCLOSURE STATEMENT? Yes No. If so, for each repair or replacement state (attach additional sheets, if necessary):

What was replaced or repaired? _____
When? _____ Why? _____
By whom? _____ Permit? _____

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NUMBER OF PAGES 4
NAME _____ DATE _____

2. TITLE AND ACCESS.

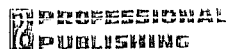
- 2.1 Property currently leased? Yes No
- 2.2 Does anyone have a first right of refusal to buy, option, or lease? Yes No Unknown
- 2.3 Has a Notice of Default been recorded against the property? Yes No Unknown
- 2.4 Any bonds, assessments, or judgments which are liens upon the property? Yes No Unknown
- 2.5 Can the bonds, if any, be paid off without an interest penalty charge? Yes No Unknown
- 2.6 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)? Yes No Unknown

3. ENVIRONMENTAL.

Do any of the following conditions exist?

- 3.1 Any excessive noises from airplanes, trains, trucks, freeways, etc.? Yes No Unknown
- 3.2 Any pet odors or contamination? Existing Carpet Stains only Yes No Unknown
- 3.3 Any other odors from animals, industry, or toxic waste? Yes No Unknown
- 3.4 Formaldehyde emitting materials, especially urea-formaldehyde foam insulation? Yes No Unknown
- 3.5 Asbestos insulation, fireproofing, or ceilings? Yes No Unknown
- 3.6 Underground fuel storage tank? Yes No Unknown
- 3.7 Elevated radon levels on the property? Yes No Unknown
- 3.8 Elevated radon levels in the neighborhood? Yes No Unknown
- 3.9 Use of lead-based paint on any surfaces? Yes No Unknown
- 3.10 Contamination of well or other water supply? Yes No Unknown
- 3.11 Any past or present flooding or drainage problems on adjacent properties? Yes No Unknown
- 3.12 Any standing water after rainfalls? Yes No Unknown
- 3.13 Any sump pumps in basement or crawlspace? Yes No Unknown
- 3.14 Any active springs? Yes No Unknown
- 3.15 Is property located wholly or partially within Flood Hazard Area, as determined by the Federal Emergency Management Agency? Yes No Unknown
- 3.16 Have you ever received Federal Flood Disaster Aid Assistance for this property? Yes No Unknown
- 3.17 Is the property located in an Earthquake Fault Zone or Seismic Hazard Zone, as designated under Sections 2621-2625 and 2690-2699.6 of the California Public Resources Code? Yes No Unknown
- 3.18 Any earthquake weaknesses? Yes No Unknown
- 3.19 Any sinkholes or voids on or near the property? Yes No Unknown
- 3.20 Any depressions, mounds, or soft spots? Yes No Unknown

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2101 Contra Costa Rd.

3.20 meter
3.21 cancel

- 3.21 Any pending real estate development in your area (such as condominiums, planned unit developments, subdivisions, or property for commercial, industrial, sport, educational, or religious use)? Yes No Unknown
- 3.22 Any federal or state areas once used for military training purposes within one mile of the property? Yes No Unknown
- 3.23 Are there traces of concrete, metal, or asphalt indicating prior commercial or industrial use? Yes No Unknown
- 3.24 Is the property in the proximity of former, current or proposed mines or gravel pits? Yes No Unknown
- 3.25 Is the property in the proximity of former or current waste disposal sites? Yes No Unknown
- 3.26 Are there ravines or earth embankment that may indicate former dumping? Yes No Unknown
- 3.27 Are there pipelines carrying oil, gas, or chemicals underneath or adjacent to the property? Yes No Unknown
- 3.28 Are there pipeline rights-of-way or easements over or adjacent to the property? Yes No Unknown
- 3.29 Is there discoloring of soil or vegetation? Yes No Unknown

4. STRUCTURAL DISCLOSURES.

Do any of the following conditions exist?

- 4.1 Any problems with retaining walls (such as bulging or cracking)? Yes No Unknown
- 4.2 Any structural wood members including mudsills below soil level? Yes No Unknown
- 4.3 Is crawlspace, if any, below soil level? Yes No Unknown
- 4.4 Any abandoned septic tank? Yes No Unknown
- 4.5 Is there a vapor or moisture barrier (plastic covering) in the sub-area? Yes No Unknown
- 4.6 Is structure insulated? Yes No Unknown
- 4.7 Were all permits for alterations or repairs finalized? Yes No Unknown

5. ROOF, GUTTERS, DOWNSPOUTS.

- 5.1 Has roof been resurfaced during the last 5 years? *N/A* Yes No Unknown
- 5.2 Has roof ever leaked since you owned the property? Yes No Unknown
- 5.3 Are gutters and downspouts free of holes and excessive rust? *Small leak above garage hole fixed* Yes No Unknown
- 5.4 Do downspouts empty into drainage system or onto splash blocks? Yes No Unknown

6. PLUMBING SYSTEM.

- 6.1 Public water supply, Private well. If well water, date of last water safety check: _____
Test result: _____
- 6.2 Well water pump: _____ Date installed: _____
- 6.3 Water standing around lawn sprinkler heads? _____
- 6.4 Plumbing leaks around and/or under: sinks, toilets, showers, bathtubs, Other: _____

7. HEATING, AIR CONDITIONING, OTHER EQUIPMENT.

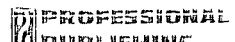
- 7.1 Is furnace room or enclosure adequately vented? Yes No Unknown
- 7.2 Are fuel consuming heating devices (including clothes dryer) adequately vented to outside, directly or through chimney Yes No Unknown
- 7.3 Is water heater equipped with required temperature pressure relief valve? Yes No Unknown

8. COMMON INTEREST DEVELOPMENTS.

[See Professional Publishing Form 110.35-36 CAL, Condominium Disclosure Supplement.]

9. OWNERSHIP.

- 9.1 Are you a builder or developer? Yes No
- 9.2 Are you a licensed real estate broker/agent? Yes No
- 9.3 Any persons on the title who are not U.S. citizens? Yes No



Property Address 6101 Contra Costa Rd.

10. REPORTS.

Have you received or have you knowledge of any of the following inspection reports or repair estimates made during or before your ownership? Bought New Construction. 1st Owner

REPORT	YES	NO	BY WHOM?	WHEN?	REPORT AVAILABLE?
Soils/Drainage		X			
Geologic		Y			
Structural		Y			
Roof		Y			
Pest Control		Y			
Well		Y			
Septic		Y			
Pool/Spa		Y			
Heating		Y			
Air Conditioning		X			
House Inspection		Y			
Energy Audit		Y			
Toxics		Y			
City/County Inspection			Plans & Final Approval from city available		

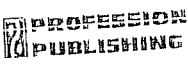
In addition to the disclosures made above, the following matters may materially affect the value or desirability of the property:

Seller certifies that the above information is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.
Seller [Signature] Date 12/18/01 Seller _____ Date _____

Buyer has received and read all three pages of this disclosure.
Buyer _____ Date _____ Buyer _____ Date _____

Note: Section 1102.3 of the Civil Code gives the Buyer a right to rescind a purchase contract for three (3) days after delivery of a disclosure if delivery occurs after the signing of an offer to purchase.

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Residential Earthquake Hazards Report

(See the back of this form for applicable government codes.)

NAME <u>Michael Portcharo</u>		ASSESSOR'S PARCEL NO.
STREET ADDRESS <u>6101 Contra Costa</u>		YEAR BUILT <u>Approx 1999-2000</u>
CITY AND COUNTY <u>Oakland CA 94618</u>		ZIP CODE

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know." If your house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know	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"/>	3
2. Is the house anchored or bolted to the foundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6
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 type="checkbox"/>	<input checked="" type="checkbox"/>	7
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"/>	8
• 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"/>	8
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	9
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	17
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	17

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

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.

EXECUTED BY

Michael Portcharo
(Seller)

(Seller)

12/8/01
Date

I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house.

(Buyer)

(Buyer)

Date

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

Keep your copy of this form for future reference

JAN-08-2002 16:08 FROM-TEMPLETON-LEVERETTE-COMPANY

+9108520114

T-413 P.004/004 F-446



JCP Geologists

The JCP Report

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Property Address: 6101 Contra Costa Rd, Oakland, Alameda Co., CA
Report Number: 2001121500062

APN: 048A 7102 022 00
Date: 12/20/2001

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.

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 transferees 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 6589.5 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 51178.0-51179 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 2686 of the Public Resources Code.
- Yes (Landslide Zone) ___ - Yes (Liquefaction Zone) ___
- No X ___ - 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. TRANSFERREES AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

The representations made in this NHD form are based upon information provided by an independent third party report provided as a substituted disclosure pursuant to California Civil Code Section 1103. Neither the transferor nor the transferor's agent has (1) independently verified the information contained in this form and report or (2) is personally aware of any errors or inaccuracies in the information contained on this form. (added as per CAPB 1998)

Transferor represents that the information herein is true and correct to the best of the Transferor's knowledge as of the date signed by the Transferor.
Signature of Transferor: [Signature] Date: 1/8/02

Agent represents that the information herein is true and correct to the best of the agent's knowledge as of the date signed by the agent.

Seller Signature of Agent: [Signature] Date: 1/16/02
Signature of Agent: [Signature] Date: 1/8/02

Transferee represents that he or she has read and understands this document.

Signature of Transferee: [Signature] Date: 1/7/02
Catherine C. Angus Date: 1/7/02

END STATUTORY FORM - STAFF REPORT RECEIPT - INDEMNIFICATION STATEMENT ON NEXT PAGE

WE HAVE READ AND UNDERSTOOD THE ADDED HAZARD AND MELLO-ROSS TAX DISCLOSURES ON PAGES 9-10.

Transferor: [Signature] Date: 1/7/02
Leanne Nan Ransbottom Registered Geologist 95436 Date: 1/7/02