



First American Title

2089 Rose Street
Berkeley, CA 94709

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Buyer:	Pre Sale
Owner:	Mitrakos
Property:	7238 Cutting Boulevard El Cerrito, CA 94530

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 November 18, 2005 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:

Steven G. Mitrakos and Iris Sockel Mitrakos, husband and wife, as community property with right of survivorship

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

A fee.

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 2005-2006.

First Installment:	\$4,296.56, PAID
Penalty:	\$0.00
Second Installment:	\$4,296.56, PAYABLE
Penalty:	\$0.00
Tax Rate Area:	03-000
A. P. No.:	505-021-003-7
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. Covenants, conditions, restrictions and easements in the document recorded APRIL 10, 1940 as BOOK 534, PAGE 212 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin, source of income (as defined in California Government Code 12955(p)), to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

6. Covenants, conditions, restrictions and easements in the document recorded APRIL 30, 1940 as BOOK 547, PAGE 32 of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin, source of income (as defined in California Government Code 12955(p)), to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

7. A deed of trust to secure an original indebtedness of \$593,000.00 recorded MARCH 09, 2005 as INSTRUMENT NO. 2005080221 of Official Records.
Dated: FEBRUARY 18, 2005
Trustor: STEVEN G. MITRAKOS AND IRIS SOCKEL MITRAKOS, HUSBAND AND WIFE
Trustee: WESTSTAR MORTGAGE CORPORATION
Beneficiary: WESTAMERICA MORTGAGE COMPANY

8. A deed of trust to secure an original indebtedness of \$103,000.00 recorded MARCH 09, 2005 as INSTRUMENT NO. 2005080222 of Official Records.
Dated: FEBRUARY 25, 2005
Trustor: STEVEN G. MITRAKOS AND IRIS SOCKEL MITRAKOS, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
Trustee: DOUGLAS E. MILES
Beneficiary: JPMORGAN CHASE BANK N.A., A NATIONAL BANKING ASSOCIATION OR ITS SUCCESSORS OR ITS ASSIGNEES

INFORMATIONAL NOTES

1. 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 7238 Cutting Boulevard, El Cerrito, California.

2. 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.

3. 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

4. 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 El Cerrito, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

LOT 5, BLOCK 1, MAP OF GOLF CLUB HEIGHTS, FILED NOVEMBER 24, 1920, MAP BOOK 17, PAGE 376, CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

THAT PORTION OF LOT 6, BLOCK 1, MAP OF GOLF CLUB HEIGHTS, FILED NOVEMBER 24, 1920, MAP BOOK 17, PAGE 376, CONTRA COSTA COUNTY RECORDS, LYING EAST OF A LINE DRAWN PARALLEL WITH AND 25 FEET WESTERLY AT RIGHT ANGLES FROM THE EAST LINE OF SAID LOT 6 AND WHICH LINE EXTENDS FROM THE NORTH LINE OF SAID LOT 6 TO THE SOUTH LINE THEREOF.

APN: 505-021-003-7

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 land
 This 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.

This map may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability of 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.

TAX CODE AREA

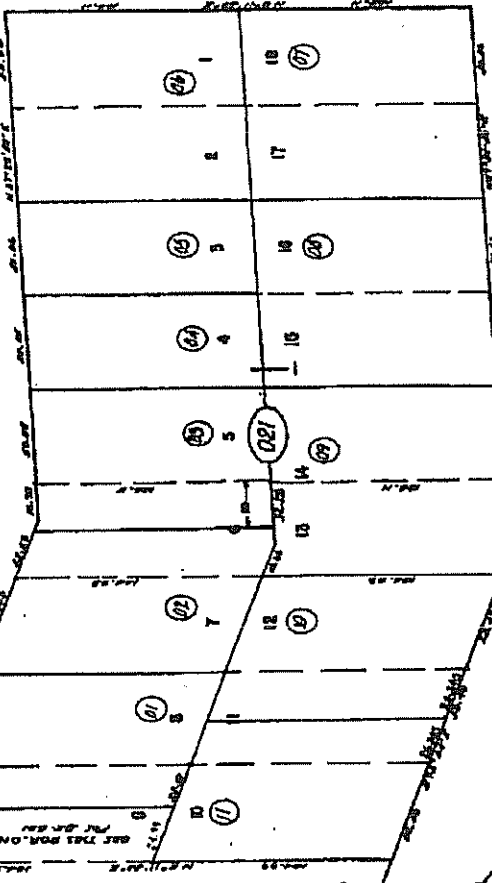
BLOCKS 1, 2 & 3 GOLF CLUB HEIGHTS

M.D. 17-278

43

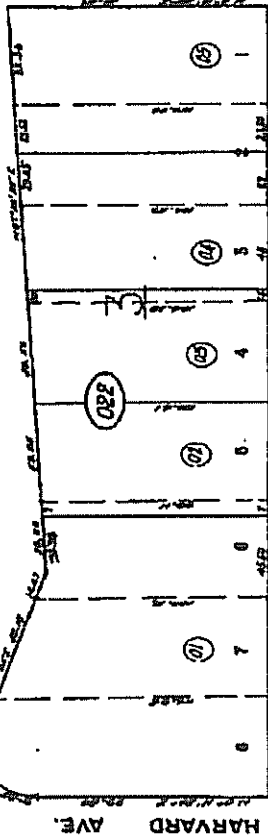
CUTTING

BOULEVARD



PB 501

AVENUE VIEW



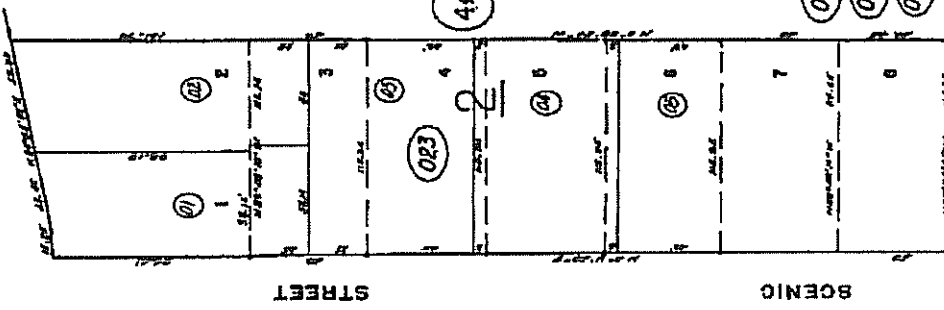
HIGHLAND AVENUE

03



44

021
022
023



SCENIC STREET

1960 ROLL

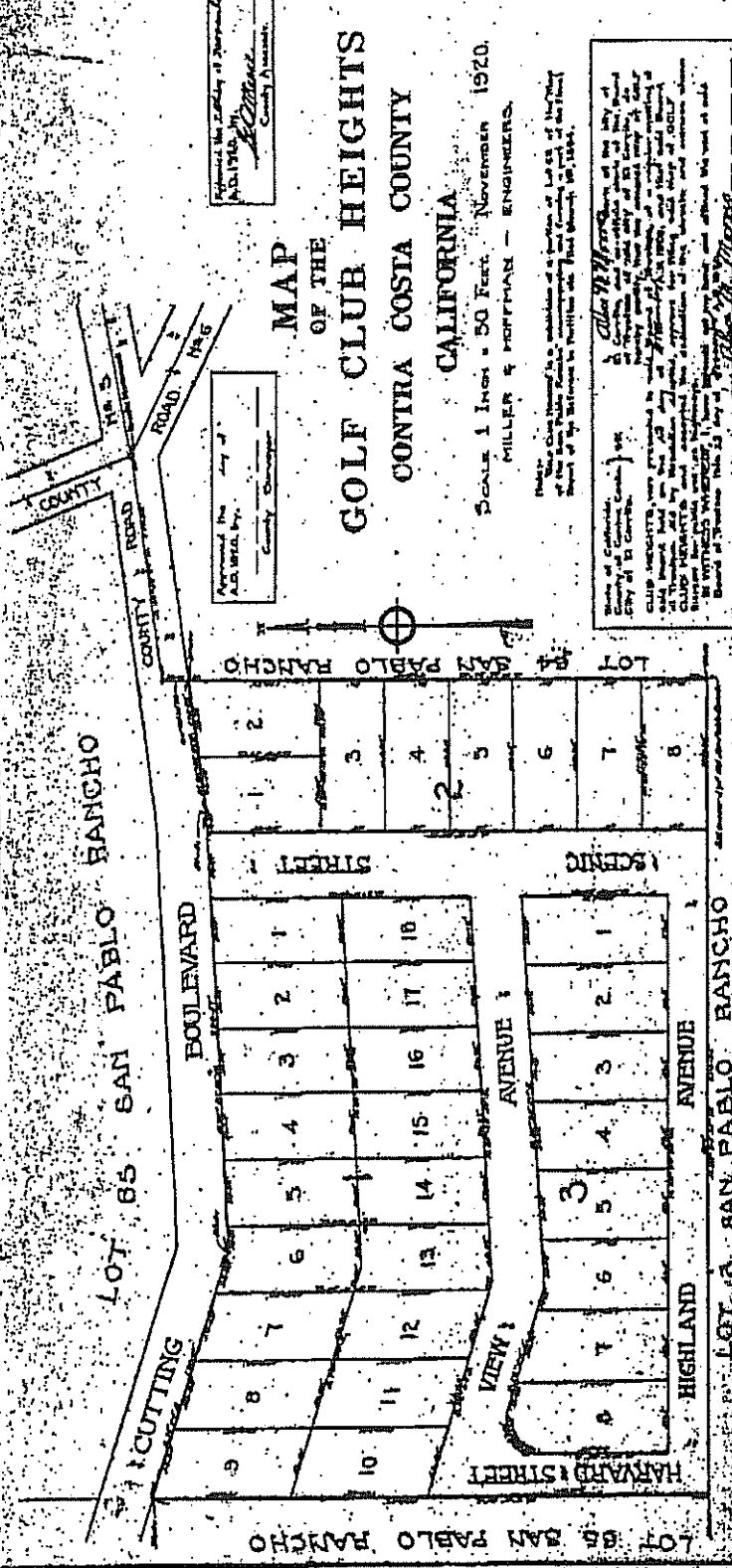
ASSESSOR'S MAP

BOOK 505 PAGE 02

CITY OF EL CERRITO

19-61

COUNTY OF CONTRA COSTA, CALIF.



MAP
OF THE
GOLF CLUB HEIGHTS
CONTRA COSTA COUNTY
CALIFORNIA

SCALE 1 INCH = 50 FEET NOVEMBER 1920.
 MILLER & HOFFMAN - ENGINEERS.

Approved by the County of Contra Costa, California.
 J. H. ...
 County Assessor.

Approved by the City of ...
 County Clerk.

This map is a true and correct copy of the original map as filed with the County Assessor of Contra Costa County, California, on ...

Witness my hand and the seal of said County at ...
 J. H. ...
 County Assessor.

Witness my hand and the seal of said City at ...
 J. H. ...
 City Clerk.

Witness my hand and the seal of said County at ...
 J. H. ...
 County Assessor.

Witness my hand and the seal of said County at ...
 J. H. ...
 County Assessor.

Witness my hand and the seal of said County at ...
 J. H. ...
 County Assessor.

Prior Reports



303698

7238 CUTTING BOULEVARD, EL CERRITO, CALIFORNIA

BUILDING INSPECTION REPORT

INSPECTION DATE:
SEPTEMBER 26, 2002, & NOVEMBER 11, 2002

PREPARED FOR:
STEVE & IRIS MITRAKOS

AGENT:
CATHERINE STERN
BERKELEY HOME

PREPARED BY:
MARTIN REUTINGER
RESIDENTIAL DESIGN & CONSULTING
California General Contractor #406439
1818 Harmon Street
Berkeley CA 94703
(510) 658-2626 (PHONE)
(510) 658-2778 (FAX)
e-mail: mreut@lmi.net



MEMBER

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REPORT OVERVIEW

THE HOUSE IN PERSPECTIVE

This house was built in 1948 to standards commonly accepted at the time of its construction with appropriate materials. It appears to have been generally well maintained, but there are a few deferred maintenance items and other problems needing attention.

- This house was occupied and furnished at the time of inspection. Closets and other storage areas were filled with personal possessions. There may be defects concealed by furniture or personal property (rugs, stored items, pictures, etc.). It is recommended that all areas be carefully examined once the house is vacated to determine if there are any conditions requiring further inspection.
- Directions in this report are given with the assumption one is standing on Cutting Boulevard facing the front of the house.
- Both present and past tenses used throughout this report refer to observations made at the time of inspection.
- It took approximately 17.5 hours to perform this inspection.

FURTHER CONSULTING

The following is a synopsis of some of the areas where further investigation is recommended. Please refer to the body of this report for further details on these and other recommendations. The entire report must be read to receive full benefit of the inspection.

All references in this report to further consulting by others (i.e. Contractors, Structural Pest Control Operators, or Engineers) are to qualified, licensed professionals experienced in residential construction.

- **Structure.** It is recommended that a Civil or Structural Engineer inspect the structure and make recommendations for seismic retrofit upgrading.
- **Lot Drainage.** Drainage improvements should be made to ensure water is directed away from the house and subarea. A Drainage Contractor should inspect the drainage conditions on this property and make recommendations for drainage improvements.
- **Exterior.** Painting of the exterior is needed at the rear and right side. A Painting Contractor should be consulted to provide a cost estimate.
- **Chimney & Fireplace.** A Masonry Contractor or Chimney Sweep should determine the scope of repair needed at both fireplaces. Both fireplaces need sweeping and further inspection.
- **Heating System.** A Heating Contractor should inspect both the furnaces and make any needed adjustments or repairs.
- **Plumbing System.** A Plumbing Contractor should insulate the copper hot water supply piping and provide proper support for the gas supply piping and copper water supply piping at the right side crawl space.
- **Electrical System.** An Electrical Contractor should survey the system to determine the extent of repairs needed and provide a cost estimate for upgrading the main and installing additional circuits.
- **Structural Pest Control.** Review the report by Rob Sibley of Fisk Termite Control.

THE SCOPE OF THE INSPECTION

All components designated for inspection in the ASHI[®] Standards of Practice are inspected, except as specifically excluded within this report.

The scope of the inspection is limited to the visually accessible areas. A representative sample of building components is observed as access permits. No destructive testing or dismantling of building components is performed. No inspection of underground components can be performed. This inspection does not include research into public records. This report is not a substitute for disclosure obligations required of home sellers and real estate agents.

This inspection is not a "code inspection" or an evaluation of compliance to building codes, housing standards, or similar regulations. References in this report to such standards are intended only to place findings in the context of modern expectations of durability, safety, and convenience, and do not suggest there is any requirement that such standards be applied retroactively.

Numerous household products and components have been recalled in the past, and additional items are recalled each year. Identification of recalled products is beyond the scope of this inspection. If further information regarding components found on this property is desired, contact the Consumer Product Safety Commission at www.cpsc.gov.

Hazards or conditions including, but not limited to toxic, reactive, combustible, or corrosive contaminants, wildfire potential, flood potential, or adverse geologic conditions may be associated with this property. Conditions related to animals, rodents, insects, and wood-destroying insects, or the damage caused by any of these conditions may also be associated with this property. These items are not included in this report as they are considered beyond the scope of this inspection. For further information regarding such items, consult the appropriate qualified specialists.

Some molds, organisms, and mildew can pose a health hazard to occupants of a property. Environmental hazards related to molds, organisms, and mildew, or the damage caused by these items are not included in this report as they are considered beyond the scope of this inspection. To determine if these types of conditions exist on this property would require examination by an Industrial Hygienist or other qualified specialist.

Clay-type soils are found throughout much of this area. Clay-type soils tend to expand and contract with changing moisture conditions. This condition may cause seasonal movement of the foundation and supporting structure, resulting in exterior/interior wall cracking, doors/windows that do not open and close properly at all times of the year, and other similar conditions. Some fill dirt may also be present. Fill dirt can be subject to compaction, which can result in structural movement. Evaluation of the soil conditions on this property is beyond the scope of this inspection. If further information is desired, a Soils Engineer should be consulted.

This inspection report is a reflection of conditions observed *on the day of inspection*. The conditions found during the inspection of this property are subject to change over time. Any third party receiving this report should NOT consider this report to be a reliable source of information without obtaining an on-site consultation from Mr. Reutinger or obtaining a separate inspection from a qualified inspector of his/her choosing.

This report will provide an overview rather than a detailed listing of all defects. It is possible that repair items not discussed at the time of inspection will be found. The inspection should not be considered a guarantee or warranty of any kind.

It is recommended that any other inspection reports pertaining to this property (Structural Pest Control Report, Transfer Disclosure Statement, etc.) be carefully reviewed to determine conditions found and recommendations made by others.

In the case that some items cannot be inspected due to inaccessibility, Mr. Reutinger will return upon request and for an additional fee, to inspect the items once access is provided.

WEATHER CONDITIONS

The weather was dry at the time of inspection on both days. The weather was dry on September 26, but there was rain in the days leading up to November 11.

STRUCTURAL COMPONENTS

DESCRIPTION OF STRUCTURAL COMPONENTS

Foundation:	•Poured Concrete •Crawl Space Configuration •Slab on Grade
Floor Structure:	•Wood Joists •Wood Girders
Floor Structure Supports:	•Continuous Concrete Footings •Wood Posts on Concrete Piers
Crawl Space Ventilation:	•Exterior Wall Vents
Floor Insulation:	•None
Wall Structure:	•Wood Frame
Exterior Wall Insulation:	•Presence or Absence Not Verified
Roof Structure:	•Wood Rafters •Spaced-Plank Sheathing
Ceiling Structure:	•Wood Joists
Roof Ventilation:	•Roof Vents
Attic Insulation:	•Six inches Loose Fiberglass
Cathedral Ceiling/Flat Roof Insulation:	•Presence or Absence Not Verified

DESCRIPTION OF ITEMS INSPECTED

The *crawl space* is the space between the floor and the ground below the structure. The *attic* is the space between the ceiling and roof framing.

Accessible areas of the attic and crawl space are inspected with attention to condition and installation of structural components and obvious signs of distress. The roof sheathing is observed for signs of roof leakage. Portions of mechanical systems such as plumbing and electrical systems and heat distribution ducting are examined, and observations regarding these systems are reported in the appropriate report sections. Both areas are checked for the presence of insulation and adequacy of ventilation. Plumbing vents, exhaust fan ducts, and appliance flues are inspected to confirm that they extend to the exterior.

Only a representative sampling of visible structural components is inspected. Assessing the structural and seismic integrity of a building is beyond the scope of a typical house inspection.

STRUCTURAL COMPONENT OBSERVATIONS

PERMIT REVIEW

The El Cerrito Planning and Building Department records and any other public records for this property should be reviewed to determine if any work performed on this property was done with permits and inspections.

The public record should also be reviewed to discover if there is any information about conditions that may not be apparent to a visual inspection.

CRAWL SPACE

Slab

The left rear rooms and garage have concrete slab floors. No significant unevenness of the floors was noted while walking around in the garage and the rooms. See comments in the Exterior section regarding the garage floor.

Access

Access to the crawl space is through an opening at the right front of the house. Ductwork and plumbing piping make access through the crawl space area difficult. Inspection of the crawl space was performed by crawling throughout the areas.

Foundation

The foundation is concrete. Considering the age of the house, it is likely that steel reinforcing bar is present in the foundation. From visual inspection, it cannot be verified that there is reinforcement, and it could not be determined if the foundation width or depth would be considered adequate by current standards.

The visible portions of the foundation were examined. Only a few small cracks were observed. Small foundation cracks such as these are common and may be caused by shrinkage of the concrete during curing or by movement of the foundation.

Floor Support System

The floor joists are supported on continuous concrete footings at the right front of the house.

There are also wood girders that are supported on wood posts that rest on concrete piers. The posts and piers were in contact and showed no obvious signs of movement.

The subfloor is one-inch boards resting on wood floor support joists. No insulation was visible in accessible areas of the crawl space at the time of inspection.

Water stains were observed on the subfloor below the bathrooms. Refer to the Structural Pest Control report for further information regarding this condition.

Seismic Components

There are some anchor bolts that secure the sill plates (the horizontal plates that are the lowest members of the wood structure) to the foundation. These bolts are 1/2" diameter and are spaced six to eight feet apart. It is recommended that additional bolts be installed to improve the connection between the foundation and the wood frame of the house.

The cripple walls at the house are not braced for lateral support. Unbraced cripple walls are generally considered to be more prone to damage in an earthquake than cripple walls braced with plywood.

The interior wood support posts have not been diagonally braced. Diagonal bracing is one way to help improve the resistance of the posts to movement in an earthquake.

There are no metal connectors at the joints between the piers, posts, girders, and floor joists. Metal connectors would improve the performance of the structure in an earthquake, and could be installed as part of seismic retrofit upgrading.

It could not be determined if the walls around the opening for the overhead garage door are braced for lateral support.

Debris

A few pieces of wood or wood-related debris were present in the crawl space and should be removed. Refer to the Structural Pest Control Report.

Dead rats were observed in the crawl space. And there was evidence of rats in both attics. Consult the Owner regarding whether these indicate a past or current concern.

Further Inspection

A determination of the ability of this structure to withstand damage in an earthquake requires an engineering analysis, which is beyond the scope of this inspection. It is recommended a Civil or Structural Engineer inspect the structure and make specific recommendations for seismic retrofit upgrading.

ATTIC

Access

Access to the attic is through openings in the right side hall and master bedroom closet. The attics were not entered for fear that a misstep would damage the ceiling below. A limited visual inspection was performed from the top of a ladder at the access openings only.

Framing/Sheathing

The roof structure (rafters, bracing, and sheathing) is of wood-frame construction. There are 2x4 rafters that are spaced two feet to three feet apart, which was typical at the time this house was built. These rafters are too small and too widely spaced to meet current structural standards. No obvious problems resulting from this condition were observed at the time of inspection. It is recommended no additional weight be placed on this roof.

Water stains were observed on the underside of the roof sheathing. Whether past roof leakage has been corrected by repairs and the installation of the new roof could not be determined by a visual inspection.

Ventilation

Ventilation for the attic appeared ample. Proper attic ventilation will help to keep the interior cooler during warm weather and extend the life of roofing materials.

Debris

Rats were observed in both attics and in the crawl space. Consult Alameda County vector control for further information.

INSULATION

There is six inches of loose fiberglass insulation installed in the attics. This type of insulation is typical for a house of this age, but is minimal by current standards. The installation of additional attic insulation is recommended as an upgrade for improved energy efficiency.

LOT DRAINAGE/CRAWL SPACE MOISTURE

DESCRIPTION OF LOT DRAINAGE

Lot Grading: •Sloped Upward from Right to Left
Downspout Drainage System: •Downspouts discharge below grade

DESCRIPTION OF ITEMS INSPECTED

Lot surface grading and the discharge of roof water are reviewed to determine whether water will flow away from the structure or tend to accumulate near the foundation. Any components or systems that are not visible are beyond the scope of this inspection.

Testing of underground drainage systems is beyond the scope of the basic house inspection. No determination can be made regarding whether or not drainage systems are functioning properly.

LOT DRAINAGE/CRAWL SPACE MOISTURE OBSERVATIONS

LOT DRAINAGE

Downspout Discharge

The right rear downspout drain next to the foundation. It would be advisable to extend the discharge point for this downspout farther away from the foundation. This can be accomplished temporarily by attaching a length of flexible drainpipe to the base of the downspout during the rainy season.

The rest of the downspouts discharge below grade into drainage piping. The visible piping is solid rigid plastic with glued connections. This type of piping is considered to be preferable to the flexible piping often used. Underground piping should be flushed periodically with a hose to remove any debris.

No cleanouts for the underground drainage pipes were located. Maintenance of the piping will be difficult as the only entry points to the piping are at the top of the downspouts and possibly at the area drain. Cleanouts are normally installed at the base of all downspouts and at 90-degree turns in the underground piping to facilitate cleaning.

Determining the location of the discharge points for the underground drainage piping is beyond the scope of this inspection, but it that they exit at the curbs.

Roof water drainage should be controlled and diverted away from the foundation as poor drainage can contribute to foundation movement and moisture penetration into the subarea.

Area Drains

An area drain is located at the left front for surface water removal. Keep this drain clean by flushing with water.

Sump Pump

A submersible pump is installed in a sump at the left rear exterior to help remove water. Water from the nearby property discharges into this sump, and the pump discharges water to the curb.

Water was standing in the sump at the time of inspection. The pump motor activated when the float valve was raised.

The pump is wired according to standard practice and is plugged into a nearby outlet. The pump is protected by a ground fault circuit interrupter (GFCI) device. The GFCI device responded properly when tested.

Property Grading

The flat rear yard may be excessively wet during the rainy part of the year as there is little or no slope to promote drainage.

CRAWL SPACE MOISTURE

Moisture Conditions

The crawl space soil was slightly damp at the front at the time of inspection, but was otherwise dry. It is essential to prevent moisture build-up in the crawl space as high humidity conditions can cause moisture-related deterioration and may contribute to seasonal foundation movement, which can result in cracked walls, sticking doors, and unevenness in the floors.

Ventilation

The installation of additional ventilation openings is recommended for the area below the right front to improve air circulation as there are no vents into this area. Moisture conditions in the crawl space should be monitored.

Proper crawl space ventilation will help control humidity and reduce the potential for moisture-related deterioration. Keeping plantings pruned away from the exterior and ventilation openings will help to improve crawl space ventilation.

Further Inspection/Monitoring/Maintenance

Drainage improvements should be made to ensure water is directed away from the house and subarea. A Drainage Contractor should inspect the drainage conditions on this property and make recommendations for drainage improvements.

It is recommended that the gutters and downspouts, drainage from the subsurface piping, and site drainage in general be observed each year during heavy rains to determine if any drainage improvements or corrections are needed. The crawl space should be monitored periodically throughout the rainy season for any signs of moisture penetration.

EXTERIOR COMPONENTS

DESCRIPTION OF EXTERIOR

Driveway:	•Concrete
Walkways:	•Concrete
Patio:	•Brick
Wall Cladding:	•Wood Shingle
Soffit and Fascia:	•Wood
Overhead Garage Door(s):	•Wood

DESCRIPTION OF ITEMS INSPECTED

Inspection of the exterior includes components in yard areas (such as fencing, decking, patios, etc.), condition of exterior surfaces (such as siding, trim, and balconies, etc.), and the driveway and garage. Inspection of the garage includes observation of the garage slab, applicable fire ratings, the condition and operation of the garage door, and the proper operation of automatic garage door openers.

EXTERIOR OBSERVATIONS

YARD AREAS

Retaining Walls

The various brick planter retaining walls at the rear are in satisfactory condition and are performing their intended function.

The concrete block retaining wall at the left side is cracked, but appears serviceable. This wall should be monitored.

The concrete masonry unit wall at the right side of the property is in serviceable condition.

The concrete masonry unit and wood retaining walls at the right, rear, and left side are in serviceable condition. There are vines growing on the rear wall, and they should be pruned back to prevent damage to the wood walls.

An evaluation of the structural integrity of retaining walls is beyond the scope of this inspection. For further information, consultation with a Civil or Structural Engineer is recommended.

Fencing & Gates

The wood fencing at the right side is aging and unstable. Repair is needed.

Vines and shrubs cover much of the wood and concrete masonry unit fencing, which may hide defects.

The right rear gate and the Douglas fir gate at the left rear are in serviceable condition.

The gate at the fireplace at the left rear needs adjustment to function properly.

The entry gates need minor repair or adjustment to function properly.

Landscaping

The landscaping is in satisfactory condition.

Watering/Sprinklers/Irrigation

The controls for the automatic irrigation piping/sprinklers in the yards are located in the garage. Inspection and testing of irrigation piping or sprinklers is beyond the scope of this inspection as they are not part of the potable water system. There are anti-siphon valves to prevent accidental pollution of household water.

Public Sidewalks

The public sidewalk at the front of the property has some typical concrete cracks, but is generally in satisfactory condition. Contact the El Cerrito Department of Public Works to determine who is responsible for maintenance and repair of the sidewalk.

Driveway

The driveway is in serviceable condition, showing some typical concrete cracking.

Walks

The brick entry walk and concrete walk at the rear of the house are in serviceable condition.

Porch

The front porch is brick applied over concrete, and is in serviceable condition.

Stairs

The entry stairs, stairs at the rear to the brick patio, and stairs to the master bedroom are in satisfactory condition.

No handrails are installed at the stairs in the rear yard, and handrails that can easily be grasped should be provided for safety.

The threshold at the rear of the house should be painted or varnished to prevent damage.

Patio

The brick patios at the entry and left rear are in serviceable condition.

There are tripping hazards at the stone patio at the right rear, and repair is needed.

STRUCTURE EXTERIOR

Siding

The wood-shingle siding is damaged from exposure to the weather, showing some splits and separations. The damaged shingles should be replaced to prevent leakage into the wood framing beneath the shingles.

Paint

The exterior paint at the sills and window frames at the right side receives heavy sun exposure and they are cracked and peeling. Painting is needed. Careful preparation is essential to assure the durability of a paint job. All loose paint should be scraped and sanded away, all bare wood should be prime coated, and all cracks carefully caulked.

At the right rear of the house when the wood shingles were last painted, the preparation was not thorough, and there is still loose older paint under the newer coats of paint. This condition will reduce the length of service of the paint. These areas should be painted now to prevent further damage.

GARAGE

Garage Structure/Floor

There is an attached garage at the left front. The garage floor is in serviceable condition, with some typical concrete cracks.

Garage Vehicle Door

The left front and right front garage doors operated normally when opened and closed using the garage door opener control buttons located near the door between the garage and interior. No remote control devices were operated.

The automatic reversing mechanism associated with the opener for the right front door responded to testing, but too much force was required to cause the motion of the door to reverse. Adjustment of the mechanism is needed. The secondary infrared light beam reversing mechanism responded properly to testing. Reversing

mechanisms are an important safety feature that should be tested regularly. Refer to the owner's manual or contact the manufacturer for further information.

The opener associated with the left front door is not equipped with an automatic reversing mechanism. *There is a serious risk of injury, particularly to children, due to this condition.* Replacement of the opener with one equipped with a reversing mechanism is recommended as an upgrade for improved safety.

Garage/House Door

A solid-core door is installed between the garage and interior as is currently required to help slow the spread of a fire originating in the garage to the rest of the house.

The door is provided with a self-closing device as is required.

Firewall

Wiring is exposed less than eight feet above the floor, and there is exposed wood at the central beam and exposed wood supports. There is also a furnace located in the attic of the garage.

The gypsumboard material on the rear of the garage wall does not extend all the way up the wall.

These conditions breach the firewall between the garage and living space which is required to slow the spread of fire from the garage to the house. It is recommended that the exposed framing be covered with 5/8" thick 'Type X' gypsumboard and that openings be properly sealed for improved fire safety.

ROOFING SYSTEM

DESCRIPTION OF ROOFING SYSTEM

Roof Covering:	•Fiber-Cement •Modified Bitumen
Gutters and Downspouts:	•Metal
Method of Inspection:	•Walked on Roof

DESCRIPTION OF ITEMS INSPECTED

The roof is inspected with attention to the condition of the surface materials, installation/sealing of roof penetrations and flashings, and method of roof water drainage (gutters and downspouts). Roofing life expectancies can vary depending on several factors. This assessment of the roof does not preclude the possibility of leakage. Leakage can develop at any time and may depend on rain intensity, wind direction, etc.

ROOFING OBSERVATIONS

ROOF

Fiber Cement

The fiber-cement roofing installed on most of the house is in serviceable condition.

Modified Bitumen

A small section of modified bitumen roofing is installed at the rear. This material is applied in strips that are "heat-welded" together or adhered with a sealant. The roofing material is approximately five years old, and the installation appears to be consistent with standard practice.

This modified bitumen was installed with a granular surface coating for protection from sun damage. The granular coating is in satisfactory condition.

Mastic has been applied to the roof, but it could not be determined if this mastic is compatible with the modified bitumen. A Roofing Contractor should determine if the material is compatible.

Debris

Debris has accumulated on the roof, preventing a thorough inspection of all roof areas. Debris can hold moisture and lead to premature deterioration of the roofing material. The debris should be removed.

Debris should be removed from the valley flashings to prevent water from being blocked and backing up under the roofing material.

Jacks/Flashings

There are metal roof jacks where the plumbing vent pipes penetrate the roof. These jacks are sealed, and they must be kept well sealed to prevent leakage.

Gutters

The gutters need to be cleaned.

It is recommended that leaf guards be installed on the gutters to help prevent debris from entering the gutters and accumulating, which can result in blockages. The guards will require periodic cleaning and repositioning to perform as intended.

Skylights

The skylight installations appear consistent with normal practice with appropriate flashings that are correctly sealed.

Further Inspection

7238 Cutting Boulevard, El Cerrito, California September 26, 2002, & November 11, 2002	Page 13 of 26 © 2002 MARTIN REUTINGER
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A Roofing Contractor should inspect the roof to determine if any repairs are needed.

CHIMNEY & FIREPLACE

DESCRIPTION OF CHIMNEY & FIREPLACE

Chimneys: •Masonry
Fireplaces: •Masonry

DESCRIPTION OF ITEMS INSPECTED

The chimneystack is inspected with attention to condition and signs of settlement. The interior of the flue is inspected for condition and build-up of soot (except when otherwise noted). The fireplace is inspected for condition, and the damper and any gas service are tested for proper operation. The adequacy of the fireplace draw cannot be determined during a visual inspection.

CHIMNEY & FIREPLACE OBSERVATIONS

CHIMNEYS

Chimney Stacks

The chimneys are masonry with sectional clay flue liners. The presence or absence of reinforcing steel bar in the chimneys could not be verified by a visual inspection. Chimneys without reinforcing steel are more susceptible to damage as a result of earthquakes and other conditions than chimneys with reinforcement.

Spark Arrester/Rain Caps

Combination spark arrester/rain cap assemblies are installed at the top of the flues for fire safety and to prevent water from entering the flues.

Chimney Caps

The mortar cap at the top of the master bedroom chimney is intact, and the metal cap installed at the top of the living room chimney is in serviceable condition. The caps prevent water from leaking into the chimney structures.

Flashings

The chimney flashings appear properly installed and sealed.

Flue/Soot Conditions

The master bedroom chimney flue has a layer of creosote and soot that needs to be removed. This material prevents a thorough inspection of the chimney flue. A Chimney Sweep should clean and inspect the flue.

The living room chimney flue has a layer of creosote. This creosote is 'fluffy' in consistency, indicating that there may have been a fire in the flue in the past. The flue should be cleaned and inspected prior to further use as chimney fires can damage the tile liner.

As part of routine maintenance, soot conditions should be monitored periodically and the flues cleaned as needed.

FIREPLACES

Fireboxes

There are damaged and deteriorated bricks at the rear wall of the masonry master bedroom firebox. It is likely the firebox will need to be rebuilt.

A few cracked bricks were observed in the masonry living room firebox. As part of routine maintenance, cracked bricks should be repaired or replaced.

The living room and master bedroom hearths are in serviceable condition. The fire screen at the living room fireplace is also in satisfactory condition, and there are glass doors at the master bedroom fireplace.

Dampers

The dampers worked easily, but the master bedroom damper did not close completely. The dampers prevent heated air from escaping up the chimney when the fireplaces are not in use.

Gas Service

The fireplaces are equipped for gas service, but no log lighters have been installed. When gas service is present, some municipalities require the damper be modified so it will not close completely. This modification allows gas to escape up the chimney should there be a leak at the log lighter. If gas lighters are installed, a clamp should be installed on each damper to prevent it from closing completely.

Further Inspection

A Masonry Contractor or Chimney Sweep should determine the scope of repairs needed.

HEATING & COOLING SYSTEMS

DESCRIPTION OF HEATING & COOLING SYSTEMS

Heating Energy Source:	•Gas
Heating System Type:	•Forced-Air Furnaces
Heated Air Distribution Method:	•Ductwork
Cooling System Type:	•None

DESCRIPTION OF ITEMS INSPECTED

The *heating system* is inspected for proper operation, presence of safety controls, availability of combustion air, condition and proper installation of the exhaust flue and means of distribution. When accessible for inspection, the heat exchanger (a metal chamber that contains the flame and transfers heat to the circulating house air) is examined for moisture-related conditions and the presence of cracking. A complete evaluation of the furnace heat exchanger is beyond the scope of this inspection. The inspection of the heating system is limited and not technically exhaustive. A determination of the adequacy of distribution of conditioned air is beyond the scope of this inspection.

HEATING & COOLING OBSERVATIONS

HEATING SYSTEM

Forced-Air Furnace

The forced-air furnaces appear to have been installed recently, but the ages of the units is not known. The typical life cycle for units such as these is 20 to 25 years. Some units will last longer; others can fail prematurely.

One furnace is installed in the crawl space at the right front, and is controlled by a thermostat located right side hall. A second furnace is installed in the garage, and is controlled by a thermostat located in the hall leading to the master bedroom.

The furnace burners and fans operated normally when the thermostats were adjusted. The furnaces are each equipped with electronic ignition, improving the energy efficiency of the units.

The furnace installed in the crawl space is a condensing type, with a fan on the furnace flue for increased efficiency. No inspection of the heat exchangers could be performed, as the exchanger is inaccessible in this type of unit.

This furnace installed in the garage is an induced combustion type, with a fan on the furnace flue for increased efficiency. No inspection of the heat exchanger could be performed, as the exchanger is inaccessible in this type of unit.

No screening is installed on the intake or outflow for the condensing furnace, which could allow small animal access. The installation of screening is recommended.

A fused electrical disconnect switch is provided at each furnace as is currently required. The fuses in the switches are properly sized.

The filter for the furnace is located at the return air grill in the living room. The filter for the furnace in the attic of the garage is located at the cold air return air plenum in the master bedroom closet. If the doors to the closet are closed, there may not be enough return airflow to the furnace, which could lead to the production of carbon monoxide gas. It is recommended that a separate return air and filter be installed in the garage.

Both filters are dirty and need to be replaced.

The filter at the return air grill in the living room needs to be repositioned to allow for sufficient airflow through the filter.

It is generally recommended that furnace filters be changed at least twice each year.

The cover for the air blower of each furnace (which is removed when the filters are being replaced) has a safety switch so the furnace will not operate when the cover is removed. This switch prevents combustion exhaust from being drawn into the blower and distributed throughout the interior. Use caution when changing furnace filters to properly replace the cover, or the furnace will not operate.

The manufacturer's specifications for the furnaces are stored with the furnaces, as is currently required.

As part of routine maintenance, the furnaces should be serviced every two to three years to ensure safe and efficient operation.

Combustion Air

The supply of combustion air for the furnaces in the crawl space and garage appeared adequate.

Exhaust Flue

The condensing furnaces operate with such efficiency that flue gases are cooled to the point where moisture in the gases condenses to a liquid and is drained from the furnaces. The exhaust flues are plastic. The temperature of the flue gases emitted by this type of furnace is cool enough that a plastic flue is appropriate. The exhaust flues are intact.

The induced combustion furnace is served by a single-walled galvanized metal vent connector discharging into a Type-B, double-walled galvanized metal flue. The exhaust flue is intact.

Distribution Ducting

Distribution ducts are located in the attic and crawl space. The ducts are insulated.

The furnaces were placed in operation while the attic and crawl space were inspected, and no obvious air leakage from the ducting system was observed, but a complete examination of the ducting and distribution plenum is not possible due to the insulation. The interior of the ductwork is inaccessible to inspection.

Asbestos

No materials suspected of containing asbestos were observed at the time of inspection. Due to the age of construction, there may be materials within the house that contain asbestos but are not identified by this inspection report.

The Environmental Protection Agency (EPA) reports that asbestos represents a health hazard if "friable" (damaged, crumbling, or in any state that allows the release of fibers). It is generally recommended that materials suspected of containing asbestos not be disturbed unless they are damaged or 'friable', in which case a qualified Asbestos Abatement Contractor should be engaged.

Further Inspection

A Heating Contractor should inspect the furnaces and make any needed adjustments or repairs.

PLUMBING SYSTEM & WATER HEATER

DESCRIPTION OF PLUMBING SYSTEM & WATER HEATER

Main Water Valve Location:	•Left Front Corner of House
Water Supply Source:	•Public Water Supply
Supply Piping:	•Copper •Galvanized Steel
Waste Disposal System:	•Public Sewer System
Drain / Waste / Vent Piping:	•Copper •Cast Iron
Main Gas Valve Location:	•Left Front Enclosure
Water Heater:	•Gas •50-gallon approximate capacity

DESCRIPTION OF ITEMS INSPECTED

The *plumbing system* consists of domestic water supply lines and drain, waste, and vent lines. Water is run through the accessible fixtures to assess functional flow conditions of supply and waste lines. This testing is of short duration and should not be considered a complete inspection of the supply and drain system. Gas lines, which are also part of the plumbing system, are inspected for proper installation.

Portions of the plumbing system concealed by finished walls and/or storage (below sinks, etc.) are not inspected. Water quality is not tested. The presence or effect of lead content in solder and or supply piping is beyond the scope of the inspection.

The *water heater* is inspected for condition of the tank, proper water and gas connections, proper installation of the exhaust flue, availability of combustion air, presence of a safety valve, and adequacy of seismic restraint.

PLUMBING & WATER HEATER OBSERVATIONS

PLUMBING

Main Water Supply Piping

Where visible above ground at the main water shutoff valve, the service piping is 3/4" diameter copper. The main water shutoff valve was not operated.

Interior Water Supply Piping

There are not a sufficient number of supports for the copper interior water supply piping in the crawl space at the right front. Additional approved hangers should be installed.

The hot water supply pipes are not insulated. Insulating these pipes would help improve energy efficiency.

Water Pressure

The water pressure was recorded as 60 psi on a testing device at the time of inspection. This pressure falls within the recommended range of 30 to 80 psi, which should prevent unnecessary stress on the supply system. The pressure supplied by the water system may vary from time to time depending on neighborhood use and other factors.

Valves

The fixtures throughout the house turned on and off properly.

Circulating Tub

The circulating tub in the master bathroom functioned properly. The circulating tub equipment is accessed from the exterior. The tub is provided with ground fault circuit interrupter (GFCI) protection by a device accessed by removing the equipment panel.

Sewer Cleanouts

No cleanout for the main sewer line was located at the exterior. Cleanouts for the main sewer line are located in the garage and in the crawl space at the right front. Other cleanouts are located on the exterior and beneath the structure. Cleanouts beneath the structure are located within 20' of a crawl space access opening as is currently required. Cleanouts are used to remove obstructions in the drainage piping.

The main sewer cleanout is not equipped with a backflow relief device. This device is currently required by some municipalities, but may not have been required when this house was constructed. The backflow device prevents raw sewage from entering the interior should there be a blockage in the sewer main in the street.

It could not be determined if the original sewer lateral leading to the sewer main is still in use or if it has been replaced. Underground piping such as this is inaccessible to visual inspection. It is recommended that the Owner be consulted to determine if there have been any problems with sewer blockage. If frequent cleaning has been necessary, the lateral may be damaged, and a video examination of the lateral should be performed by a Plumbing Contractor to determine its condition.

Waste System

The waste system appeared to flush and drain properly at the time of inspection. The accessible underfloor drain piping appeared to have adequate slope and support.

The washing machine drainline is 1-1/2" in diameter. Current requirements call for this drain to be 2" in diameter. This drainline may not handle the discharge from some newer washing machines.

Remodeling and repairs that included the installation of ABS plastic waste, drain, and vent piping has been performed, but it is not known when this work was done. Some brands of ABS piping manufactured in the mid-1980's to the 90's have been found to be defective because they were manufactured with inferior materials. Defective piping will eventually break at the glued joints. No breakage or leakage was visible at the time of inspection.

Further Inspection

A Plumbing Contractor should insulate the copper hot water supply piping and provide proper support for the gas supply piping and copper water supply piping at the right side of the crawlspace.

GAS SERVICE

The main gas valve can be operated with a wrench. An automatic shut-off valve could be installed for earthquake safety.

There is not sufficient support for the gas supply piping in the crawl space at the right front. Additional support should be installed.

WATER HEATER

Tank

The water heater is installed in the garage. The water heater delivered hot water at the time of inspection.

The water heater is estimated to be four years old. Water heaters have a typical life expectancy of 10 to 15 years. It cannot be predicted with certainty when replacement will become necessary.

There was no insulating blanket on the tank. A blanket could be installed for improved energy efficiency.

Water heaters should be strapped and braced for earthquake protection. This water heater is adequately strapped and braced. The straps should be at the top third and bottom third of the tank. The tank should be braced to the wall and the braces secured with lag screws.

Safety Release Valve

The water heater is not equipped with the temperature and pressure relief (TPR) valve normally seen. Instead, this water heater is equipped with a Watts 200 valve. This type of valve turns off gas supply to the water heater in the event of a malfunction. This device does not have a testing feature. A pressure relief valve is required to be installed in the plumbing system in conjunction with the gas-shutoff type of valve. A pressure relief valve is present at the exterior of the house.

Combustion Air

The supply of combustion air to the water heater in the garage appeared adequate.

Exhaust Flue

The unit is served by a single-walled galvanized metal vent connector discharging into a Type-B, double-walled galvanized metal flue. The exhaust flue is intact.

ELECTRICAL SYSTEM

DESCRIPTION OF ELECTRICAL SYSTEM

Size of Electrical Service:	•Main Service Rating 100 Amps, 120/240 Volts
Service Entrance Wires:	•Underground
Main Disconnect:	•Breakers •Located in Left Front Enclosure •Breakers for Interior Circuits separate and in addition to Main
Service Ground:	•Grounding Electrode •Water Pipe
Subpanel:	•Located in Garage and Entry Closet
110-Volt Distribution Wiring:	•Copper
220-Volt Distribution Wiring:	•Aluminum
Receptacles:	•Both Grounded and Ungrounded

DESCRIPTION OF ITEMS INSPECTED

The electrical system consists of service capacity, distribution panels and wiring, switches, receptacles, and lights. Examination of the electrical system includes visible conductors, branch circuitry, panels, overcurrent protection devices, and a random sampling of receptacles and switches. Electrical components concealed behind finished surfaces and beneath insulation could not be inspected. The inspection does not include low voltage systems, telephone wiring, intercoms, alarm systems, TV cable, or timers.

ELECTRICAL OBSERVATIONS

Modifications

Modifications have been made to the electrical system with the installation of a new subpanel in the garage. It is not known if this work was performed with permits and inspections. For further information, review the El Cerrito Building Department records for this property.

Amperage Capacity

The main service capacity is insufficient by current standards, and some of the electrical equipment is obsolete. Upgrading of the electrical system to a 125-amp or 200-amp service is recommended.

Main Panel

Breakers in the panel match the size of the wires they protect.

Breakers in the panel are not all labeled, and some of the labels are in pencil. Whether or not the labeled breakers are correctly labeled was not verified. It is recommended the function of each breaker be determined and that the breakers be properly labeled in permanent ink. The labels should be clear enough to be legible under dim light, such as a flashlight.

The breakers making up the multi-wire branch circuits in this panel should be mechanically connected to prevent one half of a circuit from being turned on or off independent of the other half.

The main panel is a Federal Pacific Electric brand with "Stab-Lok" breakers. These panels are no longer manufactured in this country and have been associated with product defects, including possible fire hazards and breakers failing to trip. No obvious problems were noted at the time of inspection, but a visual inspection cannot verify whether or not the breakers will function properly in case of an overload. Replacement of this panel is recommended for improved safety.

Grounding/Bonding

The gas and water supply piping are bonded together at the water heater for electrical system safety.

Subpanel

Entry Closet Subpanel

Fuses in the panel match the size of the wires they protect.

Fuses in the panel are not labeled. It is recommended the function of each fuse be determined and that the fuses be properly labeled in permanent ink. The labels should be clear enough to be legible under dim light, such as a flashlight.

In new construction, electrical panels are not allowed to be installed in clothes closets for reasons of fire safety and access. It is recommended nothing be stored in direct contact with the panel, and that clothing and other flammable materials be kept away from the panel.

It is recommended circuits from this subpanel be relocated to the garage subpanel, and that this subpanel be eliminated.

Garage Subpanel

Breakers in the panel match the size of the wires they protect.

Breakers in the panel are labeled. Whether or not the breakers are correctly labeled was not verified.

Distribution Wiring

Labeling on the panels indicates that dedicated 220-volt circuits have been provided for 220-volt appliances within the house.

No anti-oxidant paste is installed on the aluminum wiring in the main panel. The paste prevents oxidation of the wire at connection points. Oxidation can cause deterioration, leading to a fire hazard. Anti-oxidant paste should be installed.

Receptacles/Switches

Three-slot are installed in this house. A random number of outlets were tested for proper polarity and grounding. Three-slot outlets at the right rear bedroom and the right front of the front bedroom are not grounded.

A number of switches (interior and exterior) did not work at the time of inspection. The cause of this condition is not known.

Light Fixtures

The exterior light fixture at the rear door is not sealed to the siding. It is recommended that the fixture be caulked or sealed with mastic to prevent moisture intrusion into the fixture.

The lights in the closets have unprotected bulbs. These lights should be replaced with fixtures that have protection for the bulbs for improved safety.

GFCI's

A GFCI device detects imbalances in electrical load associated with short circuits in wiring or appliances, and shuts off power in a circuit before a short can result in a serious shock. In new construction, GFCI protection is required for exterior, garage, bathroom, and kitchen outlets. Circulating tubs and swimming pool equipment are also required to have GFCI protection.

No ground fault circuit interrupter (GFCI) devices were installed at the time of construction. GFCI devices have been added to the kitchen, master bathroom, hall bathroom outlets and exterior outlets. These devices protect the outlets in which they are installed. These devices responded properly when tested.

Wiring

Exposed wiring in the garage less than 8' above the floor should be placed into conduit or covered for protection from mechanical damage.

There are extension cords serving the garage door openers. Extension cords are intended only for temporary use as they do not have quality insulation, and long-term use can pose a fire hazard. The extension cord should be removed and permanent wiring installed.

Further Inspection

An Electrical Contractor should determine the extent of repairs needed and provide a cost estimate for upgrading the main and installing additional grounded circuits.

INTERIOR COMPONENTS

DESCRIPTION OF INTERIOR

Wall and Ceiling Finishes:	•Drywall
Floor Surfaces:	•Tile •Wood
Doors:	•Wood
Window Frames and Glazing:	•Wood •Double-Glazed
Window Style:	•Double Hung

DESCRIPTION OF ITEMS INSPECTED

The interior inspection includes observation of the condition of walls, ceilings, floors, stairways, and railings. These items are examined for signs of excessive wear and general state of repair. Assessing the quality and condition of interior finishes is highly subjective. Issues such as cleanliness, cosmetic flaws, quality of materials, architectural appeal and color are outside the scope of this inspection. Comments are general, except where functional concerns exist. No comment is offered on the extent of cosmetic repairs that may be needed after removal of existing wall hangings, furniture, storage, and appliances.

A random number of interior and exterior doors are examined for operation, condition of hardware, weather-stripping, presence of safety glazing, and signs of moisture penetration. A representative number of windows are examined for operation, presence of safety glazing, signs of moisture penetration, and compliance with secondary egress requirements.

The inspection of the bathrooms includes condition of grout, tile, and flooring; adequacy of caulking; adequacy of ventilation; and signs of excessive moisture. Operation of fixtures is part of the Plumbing system inspection.

INTERIOR OBSERVATIONS

INTERIOR

Walls & Ceilings

The interior paint is generally in serviceable condition, but because of normal wear and tear, some painting may be needed after the Owners move out.

Floors/Floor Coverings

The tile flooring in the kitchen, pantry, and both bathrooms has no obvious problems.

The wood flooring in the dining room, living room, hall, and bedrooms has some surface wear, but is generally in satisfactory condition.

The wood flooring in the master bedroom appears to be in serviceable condition. When wood floors are installed directly over concrete or soil and there is no access to the underside of the floor, it is possible that there is structural pest damage. The only way to determine if there is such damage is by destructive testing. Consult a Structural Pest Control company to determine if there are any indications of potential damage.

Floors were squeaky when walked upon near the kitchen, in the bedrooms, and at the right side of the dining room. Squeaky floors can often be repaired with shims in the crawl space or with additional nails.

Fire/Smoke Detectors

Fire/smoke detecting devices are installed in all required locations. In recent construction, fire/smoke-detecting devices are required to be installed in all bedrooms, in hallways within 15' of bedroom doors, and on every level. These devices were not tested, but they are older, and replacement is recommended. Plan to change batteries in these devices each year.

DOORS

Entry

The wood entrance door closes, latches, and is weather-stripped.

The doorbell did not function. There is a doorbell located at the front door, but it did not work. Repair or replacement is needed.

French

There are wood French doors at the exterior of the dining room, at the exterior of the master bedroom and at the master bathroom.

The French doors between the dining room and the exterior need adjustment for better operation. The other doors operated properly.

French doors must be kept well sealed on the exterior to prevent moisture penetration and deterioration at the joints. These doors are beginning to separate at the joints and need attention.

The Owners note that the French doors in the dining room leak when there are heavy rains.

Glass in the exterior French doors has labels or etchings indicating that it is tempered/safety glass.

Interior

A random sampling of interior doors were operated. The doors tried opened and latched properly.

The closet doors are in serviceable condition.

WINDOWS

Components

The window in the right rear bedroom is too small to meet current requirements for secondary egress in case of an emergency. It is recommended a window appropriate for egress be installed in this bedroom.

Operation

A random sampling of windows were operated, and the windows tried opened and latched properly.

Moisture Penetration

There are a few stains at the windows, but most of the windows showed no signs of moisture penetration from the exterior.

BATHROOMS

Master Bathroom

The bathroom contains a shower, circulating tub with, and a separate toilet room. See comments in the Plumbing section regarding the circulating tub.

The bathroom has no obvious problems.

A ceiling ventilation fan ducted to the exterior and an operable window are present to provide ventilation for the bathroom.

Right Hall Bathroom

The shower incorporates a glass block wall. This wall appears to be in serviceable condition.

The bathroom has no visible problems.

Ventilation for the bathroom is provided by ventilation fan is ducted to the exterior.

KITCHEN & LAUNDRY

DESCRIPTION OF KITCHEN & LAUNDRY

Kitchen Appliances Present:	•Gas Range •Waste Disposer •Dishwasher •Trash Compactor
Laundry Appliances Present:	•Gas Piping for Dryer •Dryer Vented to Exterior •120 Volt Circuit for Washer •Hot & Cold Water Supply for Washer

DESCRIPTION OF ITEMS INSPECTED

Kitchen appliances are tested by turning them on for a short period of time. Laundry facilities are checked for presence and type of available hookups. Testing of microwave ovens, refrigerators, freezers, washing machines, and dryers is beyond the scope of this inspection. Self-cleaning and continuous-cleaning oven cycles, thermostats, timers, clocks, and other specialized features are also beyond the scope of this inspection. The effectiveness, efficiency and overall performance of appliances are outside the scope of this inspection. It is strongly recommended that a Homeowner's Warranty or service contract be purchased to cover the operation of appliances. It is further recommended that appliances be tested during any scheduled pre-closing walk-through. Like any mechanical device, appliances can malfunction at any time (including the day after taking possession of the house).

KITCHEN & LAUNDRY OBSERVATIONS

KITCHEN

Sink

The sink is in satisfactory condition.

Counters

The tile counters are in serviceable condition. Grout should be resealed periodically to prevent moisture penetration.

Cabinets

The finish on the cabinets doors below the sink is worn, and refinishing should be considered. The cabinet doors below the sink also need adjustment or minor repair.

Range

The cooktop burners and the right oven operated. The left oven did not work when tried, and adjustment or repair is needed.

Vent

A vent hood is installed above the cooktop. The vent operated. The vent filter is clean.

The vent and vent filter require periodic cleaning. A greasy vent can quickly transfer a pan fire to the structure. It is recommended a fire extinguisher be stored in the kitchen for improved fire safety.

Waste Disposer

The waste disposer functioned.

Dishwasher

The dishwasher was operated and appears to be in serviceable condition. No leaking was detected when the dishwasher was partially cycled.

The dishwasher has an air gap device, which provides a separation between supply and wastewater.

Trash Compactor

The trash compactor functioned.

IF YOU NEED FURTHER INFORMATION

As a reference for home maintenance projects, a book such as *Rehab Right* by the City of Oakland Planning Department (Ten Speed Press), the *Reader's Digest Complete Do It Yourself Manual*, or a similar handbook can be obtained.

Due to the age of this home, there may be materials not identified in this inspection report that contain asbestos. If further information is desired, contact a qualified Asbestos Abatement Contractor.

The enclosed *Sunset* article contains a variety of information on earthquake preparedness. Additional information can be obtained from:

- California Office of Emergency Services: PO Box 9577, Sacramento, CA 95823; (916) 427-4990, (510) 667-7740 (Alameda County).
- The Bay Area Regional Earthquake Preparedness Project: Metro Center, 101 8th Street, Suite 152, Oakland, (510) 540-2713.

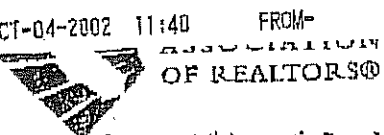
City maps indicating geologic materials and ground-shaking intensities for different earthquake scenarios are available from:

- The Association of Bay Area Governments, P. O. Box 2050, Oakland, CA 94604-2050, or on the Internet at <http://www.abag.ca.gov>.

For information on rodent control, contact the County Health Department, Vector Control Services District.

When the house is empty and all surfaces are visible, it is recommended that you do a walk-through inspection to see if conditions have changed since the time of this inspection. Check for new cracks or water stains, check the operation of doors and windows, and look for plumbing leaks at sinks, tubs, and showers, etc. If you note any significant changes, feel free to call for advice.

Please read this report carefully and call immediately if you have any questions or would like further clarification of any items. Feel free to call should you have any questions regarding the operation or maintenance of your house.



THE GRUBB COMPANY +5106520114 -729 P.002/003 F-020
UNRECORDED TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE 1102, ET SEQ)
(C.A.R. Form TDS, Revised 10/01)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF El Cerrito, COUNTY OF Contra Costa, STATE OF CALIFORNIA,

DESCRIBED AS 1238 Crested
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) 9/8/02. 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: TCP & Pest Control Report dated 9/02 by Motta Jernite Co

II. SELLER'S INFORMATION

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

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

Seller is is not occupying the property. +

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

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Oven | <input checked="" type="checkbox"/> Microwave |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Trash Compactor | <input checked="" type="checkbox"/> Garbage Disposal |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input checked="" type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Rain Gutters |
| <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Fire Alarm |
| <input type="checkbox"/> T.V. Antenna | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Intercom |
| <input checked="" type="checkbox"/> Central Heating | <input checked="" type="checkbox"/> Sprinklers | <input type="checkbox"/> Evaporator Cooler(s) |
| <input type="checkbox"/> Wall/Window Air Conditioning | <input checked="" type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> Public Sewer System |
| <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Built-in Barbecue | <input type="checkbox"/> Water Softener |
| <input checked="" type="checkbox"/> Patio/Decking | <input type="checkbox"/> Pool <input type="checkbox"/> Child Resistant Barrier* | <input type="checkbox"/> Gazebo |
| <input type="checkbox"/> Sauna | <input checked="" 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 checked="" type="checkbox"/> Number Remote Controls <u>2</u> |
| <input type="checkbox"/> Security Gate(s) | <input type="checkbox"/> Solar | <input type="checkbox"/> Carport |
| Garage: <input checked="" type="checkbox"/> Attached | <input checked="" type="checkbox"/> Water Heater Anchored, Braced, or Strapped* | <input type="checkbox"/> Electric |
| Pool/Spa Heater: <input type="checkbox"/> Gas | <input type="checkbox"/> Well | <input checked="" 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 checked="" type="checkbox"/> Window Screens | | |

Exhaust Fan(s) in Kitchen Bath 220 Volt Wiring in Garage Fireplace(s) in Living room + Master
 Gas Starter Roof(s): Type: Fiberglass Shingles Age: 3 1/2 YES (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): _____

(*see footnote on page 2)

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Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials [Signature]
Seller's Initials [Signature]



Reviewed by _____ Date _____
Broker or Designee _____

TDS-11 REVISED 10/01 (PAGE 1 OF 3) Print Date BDC Jan 02

MASTER COPY
REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS-11 PAGE 1 OF 3)

Property Address: 7738 Crestway El Cerrito

PAGE 02

Date: 9/8/02

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): _____

*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 9 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 1985 Edition of the California Building Standards Code.

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

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

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

Regarding Item 2, block retaining fence over existing, when we brought the property, we added that fence as well.

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: Robert J. McLaughlin Date: 9/8/02
Seller: M. J. ... Date: 9/8/02

Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials: [Signature]
Seller's Initials: [Signature]
Reviewed by: [Signature] Date: 9/8/02
Broker or Escalator



Property Address: 7238 C Street El Cerrito Date: 9/8/02

B. Are you (Seller) aware of any significant defects or 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): _____

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

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

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

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

Regarding Item 2, Block retaining fences over existing when we bought the property. We added wood fences above.

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: Robert McLaughlin Date: 9/8/02

Seller: Mrs. [Signature] Date: 9/8/02

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Buyer and Seller acknowledge receipt of a copy of this page.

Buyer's Initials (Ben) (Ch)
Seller's Initials (____) (____)



Reviewed by _____
Broker or Designee _____ Date _____

Property Address: 7238 Cutler El Cerrito

Date: 9/18/02

III. AGENT'S INSPECTION DISCLOSURE
(To be completed only if the Seller is represented by an agent in this transaction.)

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

Agent notes no items for disclosure.
 Agent notes the following items: See attached 1 page addendum

Agent (Broker Representing Seller) Grubb Co By Helene Bar Date 9/18/02
(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 pg. addendum

Agent (Broker Obtaining the Offer) Berkeley Home RE By Catherine Sforza Date 9/05/02
(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.

VI. WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Robert West Date 9/30/02 Buyer John S. ... Date 9-29-02
Seller ... Date 9/30/02 Buyer ... Date 9-29-02

Agent (Broker Representing Seller) Grubb By Helene Bar Date 9/30/02
(Please Print) (Associate License or Broker Signature)
Agent (Broker Obtaining the Offer) Berkeley Home Real Estate By Catherine Sforza Date 9/29/02
(Please Print) (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.

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

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a subsidiary of THE CALIFORNIA ASSOCIATION OF REALTORS®
525 South Vinyl Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____
Broker or Designer



09/20/2002 00:32 15105443377

BARJIN

PAGE 03

September 20, 2002

Sellers Agent Transfer Disclosure Statement on 7238 Cutting Blvd. El Cerrito California 94530
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. 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. Grubb 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.

Buyers are advise to additionally check the slide maps at the City of El Cerrito

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, pool and other conditions.

Metroscan has a different square footage posted and a different year built for the property than does System 4 property records. Both are included in the information packet.

Owners have cut into the wall under the butcher block table and have included a dog entry door.

There are 2 dogs on the property

The JCP Report indicates the property is in a high fire hazard area. The property is in close proximity to the Alquist Priolo Special Study Zone (earthquake fault zone)

By Listing Agent Helen Barjin of Grubb Company Date 9/20/02
Seller Robert McCall Seller Michael Date 9/20/02
Buyer Dr. S. M. ... Buyer John W. ... Date 9-29-02
Buyers Agent Catherine ... of BerkeleyHome RE Date 9/05/02

Buyers Agent Transfer Disclosure Statement on 7238 Cutting Blvd. El Cerrito California 94530
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By Buyers Agent Helene Barkin Helene Barkin Grubb Company 9/20/02 Date

Buyer [Signature] Buyer [Signature] Date 9-29-02

Seller _____ Seller _____ Date _____

Sellers Agent _____ of _____ Date _____

OCT-04-2002 11:40 FROM-

THE GRUBB COMPANY +5106520114

7-728 P.003/003 F-920

08/30/2002 17:32 FAX 5105271

BERKELEYHOME

7-008 P.001/004

84000
F-727

SEP-30-2002 15:13 FROM-

THE GRUBB COMPANY +5106520114

September 27, 2002

Buyers Agent Transfer Disclosure Statement on 7238 Claring Blvd., El Cerrito, CA 94530. Agent is not a licensed contractor and has no special expertise in evaluating property's physical condition, but has participated in a walk through with the buyer's and the buyer's inspector.

- There is a small crack in the front bedroom wall running diagonally from the upper right corner of the door frame.
- Cracks in driveway concrete
- Some paint wear to exterior walls from exposure, especially on west and south walls
- Rat droppings in attic and crawl space, including a dead rat in each place and many rat traps in the crawl space. We observed a lot of rat droppings around the perimeter of the house exterior.
- Some wearing of paint finish on kitchen cabinets, especially at sink
- Squeaky hardwood floor between dining room and kitchen and living room and hallway to bedrooms.
- Gorgeous bathrooms! Beautiful Gardens!

Buyers are fully aware of pests and will engage vector control and a private rat exterminator if necessary.

Seller's Agent
Catherine Egan

Justicia

Buyer's Agent
a/sdr
Date

Buyer
Date

Seller: M
Seller: R

09-30-02 17:52 TO:THE GRUBB CO

FROM:415 576 0308

P07

0002/002

M + L

0800 174 974 3080

10/04/02 11:02
** TOTAL PAGE.01 **

10-04-02 12:16 TO:THE GRUBB CO

FROM:

P01

September 27, 2002

Buyers Agent Transfer Disclosure Statement on 7238 Cutting Blvd., El Cerrito, CA 94530. Agent is not a licensed contractor and has no special expertise in evaluating a property's physical condition, but has participated in a walk through with the buyer's and the buyer's inspector.

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- Gorgeous bathrooms! Beautiful Gardens!

Buyers are fully aware of pests and will engage vector control and a private rat exterminator if necessary.

Seller Agent
Catalina Estrada

Initial

Buyer 10/12 3 initials a/30dn Date

Buyer Date

Seller \$
Seller Red

Addendum to Sellers Lease? Disclosure Statement
9/29/02

Sellers discovered a dead rat under the house on 9/27/02 in a trap that had been set a long time ago.

Also, a dead rat was discovered in the attic above the master closet. Both carcasses were quite old and leathery.

No rats or mice have ever been inside the living space.

Robert McCarty 9/29/02

Michael J. 9/29/02

St. H. St. 9-30-02
Buyer Date

Buyer Date

Addendum to Sellers Transfer Disclosure Statement 9/29/02

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Robert McCarty 9/29/02

Michael J 9/29/02

<hr/>	
<u>Buyer</u>	<u>Date</u>
<hr/>	
<u>Buyer</u>	<u>Date</u>

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 7238 Cutlipel Cir
 Seller(s) Name Mc Cartney
 As of: (Date) 9/8/02

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

- | | Yes | No | Don't Know |
|--|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Any non-tempered glass on shower and/or sliding doors? <u>N/A</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Any spark arrestors which have been installed? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Any animals kept on the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Any stains, odor or damage caused by animals kept on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Any pools or spas requiring fencing? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Any abandoned tanks or systems (i.e., fuel oil, gas, oil, septic, leach fields)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Any presently connected tanks, septic systems or leach lines? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. Any quality problems with the home's water supply (i.e., sediment, discoloration, odor or pressure)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. Any leaks or water intrusion (past or present) in the roof(s), chimney(s), around skylight(s) and windows or elsewhere from any source? <u>PAST LEAK IN CHIMNEY IN LIVING ROOM - REPAIRED</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Location(s): <u>WHEN NEW ROOF INSTALLED IN '99. FRENCH DOORS IN DINING ROOM LEAK SOMETIMES IN HEAVY STORMS.</u> | | | |
| Describe/Date Specific Corrective Repairs: _____ | | | |
| 10. Regarding driveway or private access: | | | |
| (a) Any shared or common driveway or road? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Any written or oral agreement to maintain driveway or road? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Any forthcoming assessments? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Any easements not of public record? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Are you aware of any of the following in the neighborhood at any time? | | | |
| (a) Flooding or drainage problems..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Settling, slippage, landslides or other soil problems..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Recurrent or unusual odor problems..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Contaminated soil or ground water..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Any criminal activity on the subject property or in the immediate neighborhood?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Describe: _____ | | | |
| 12. Proximity to any of the following: | | | |
| (a) Pending real estate development in the area (such as condominiums, planned units development, subdivisions or property for commercial, industrial, sport, educational or religious use)..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Proposed or approved changes in public or private facilities..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Any current violations of the Covenants, Conditions and Restrictions (CC&Rs)?..... <u>N/A</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 14. Any deaths on the property in the last three years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 15. Any bonds and/or assessment obligations which are currently due that are not a part of the property tax bill?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Any disease which affects trees or plants on the property or within two hundred feet of property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Any restrictions on the use of the premises other than those disclosed in writing?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. Any boundary disputes, or third party claims affecting the property (rights of other people to interfere with the use of the property in any way)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 19. Any problems with retaining walls (such as leaning, bulging or cracking)?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Seller's Initials (Mc) (Cartney) / Buyer's Initials (JM) (S)

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 7238 Cuddepp El Corvus 94530

- | | Yes | No | Don't
Know |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 20. Any problems with existing underground sprinkler systems? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 21. Any sump pump, underground drains, French drains, dry wells or surface disposal systems in the crawl space/sub area or elsewhere on the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (a) If yes, please describe and give location <u>SUMP PUMP EAST SIDE OF HOUSE</u> | | | |
| (b) Was sump pump installed with permit? | | | |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. Any damp soil and/or standing water in the sub area (under any building)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 23. Any standing, collecting or ponding water on the property at any time? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If so, where? | | | |
| 24. Any repairs, replacements or ongoing maintenance to any of the following items: interior walls, ceilings, floors, exterior walls, insulation, roof(s), windows, doors, foundation, slab(s), driveways, sidewalks, walls/fences, electrical systems, plumbing/sewers/septics or other structural components? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, for each repair, replacement or ongoing maintenance, explain: | | | |
| 25. Any concealed hardwood floors? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, which rooms? | | | |
| 26. Any insulation? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. Any vapor or moisture barrier(s) (i.e., plastic covering) in the sub area or any other location? | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 28. Is water directed away from structure? (i.e., drainage system, splash blocks, or other method) | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, please describe <u>DOWNSPUTES EMPTY INTO UNDERGROUND DRAINS</u> | | | |
| 29. Any multiple dwelling units included in this sale? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, number of units _____ Number of legal units _____ | | | |
| 30. Is a current 3R report available? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

REPORTS, INSPECTIONS or ESTIMATES

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

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

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

Type of Report	Inspector	Date	Available
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Seller's Initials (RM) (Mi) / Buyer's Initials (JM) (JK)

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 7238 Curtup El Cerrito 94530

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

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

OWNERSHIP

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

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

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

SUPPLEMENTAL INFORMATION: In addition to the disclosure statements made herein, the following facts are known or suspected, which may materially affect the value or desirability of the subject property, now or in the future:

I ACKNOWLEDGE RECEIPT OF A COPY OF "THE HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY"
BUYER(S) HAS READ AND UNDERSTANDS ALL THREE PAGES OF THIS SELLER'S SUPPLEMENT TO THE REAL ESTATE TRANSFER DISCLOSURE STATEMENT AND AGENT'S DISCLOSURE REGARDING ENVIRONMENTAL HAZARDS.

Seller's Initials (RM) (mi) / Buyer's Initials (JG) (SB)

SELLER'S SUPPLEMENT TO
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

Property Address 7238 Cutler El. Cerrito 94530

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

This Earthquake Disclosure is per "California Association of Realtors Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants" 1997 Edition.

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

	Yes	No	Doesn't Apply	Don't Know	
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:					
a. Are the exterior cripple walls braced?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5
b. If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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:					
a. Are the exterior tall foundation walls braced?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8
b. Were the tall posts or columns either built to resist earthquakes or have they been strengthened?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	17
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or land sliding)?.....	<input type="checkbox"/>	<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 have corrected one or more of these weaknesses, describe the work below or on a separate page.

MASONRY WALLS OF MASTER BEDROOM WERE REINFORCED & STRENGTHENED
IN 1999. WORK WAS DONE UNDER PERMIT.

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

Robert W. McLean 9/8/02
Seller Date

M. Healy 9/8/02
Seller Date

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

Joe S. ... 9/29/02
Buyer Date

[Signature] 9-29-02
Buyer Date

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

This is an inspection report only - not a Notice of Completion
ADDRESS OF PROPERTY INSPECTED

BUILDING NO. 7238	STREET, CITY, STATE, ZIP Cutting Boulevard, El Cerrito, CA, 94530	COUNTY CODE 07	DATE OF INSPECTION 09/27/02	NUMBER OF PAGES 5
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MITTS TERMITE CONTROL INC
427 San Pablo Avenue
Albany, CA 94706
(510) 525-2202 (510) 525-1026 FAX



Affix stamp here on Board copy only
A LICENSED PEST CONTROL OPERATOR IS AN EXPERT IN HIS/HER FIELD. ANY QUESTIONS RELATIVE TO THIS REPORT SHOULD BE REFERRED TO HIM/HER.

REGISTRATION # PR 0655	REPORT # 221277	STAMP #	MICRON #
---------------------------	--------------------	---------	----------

ORDERED BY: Bob McCartney 7238 Cutting Boulevard El Cerrito CA 94530

REPORT SENT TO:

PROPERTY OWNER: Bob McCartney 7238 Cutting Boulevard El Cerrito CA 94530

PARTY IN INTEREST: The Grubb Company 1960 Mountain Blvd. Oakland CA 94611 Helene Barkin

ORIGINAL REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>	Original Stamp #	Date
GENERAL DESCRIPTION: <u>One-story single family dwelling constructed on concrete foundations with wood rustic exteriors</u>					
INSPECTION TAG POSTED: <u>Subarea marked item JW</u>					
OTHER INSPECTION TAGS: <u>Outdated</u>					
1. SUBSTRUCTURE AREA	<u>See below</u>		<u>See 1A</u>		
2. STALL SHOWER	<u>Yes</u>				
3. FOUNDATIONS	<u>Concrete</u>				
4. PORCHES - STEPS	<u>Brick</u>				
5. VENTILATION	<u>Appears adequate</u>				
6. ABUTMENTS	<u>None</u>				
7. ATTIC SPACES	<u>Accessible</u>				
8. GARAGES	<u>Attached</u>				
9. DECKS - PATIOS	<u>Concrete</u>				
10. OTHER - INTERIOR	<u>Inspected</u>				
11. OTHER - EXTERIOR	<u>Inspected</u>				

DIAGRAM AND EXPLANATION OF FINDINGS (This report is limited to structure or structures shown on diagram)

The Undersigned Has Read,
Reviewed, Understood & Received
A Copy Of This Document

Signature Date

Signature Date

NOTE: DIAGRAM IS DISPLAYED ON PAGE 2.

Inspected by Jerry Wald License No. OPR6957 Signature [Signature]

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, or (800) 737-8188. You are entitled to obtain copies of all reports and completion notices on this property filed with the Board during the preceding two years upon payment of a \$2.00 search fee to: The Structural Pest Control Board, 1418 Howe Ave., Ste. 18, Sacramento, California 95825-3204.

7238

Cutting Boulevard, El Cerrito, CA, 94530

09/27/02

221277

BUILDING NO. STREET, CITY, STATE, ZIP

INSPECTION DATE REPORT NO.

Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; area where there is no access without defacing or removing lumber, masonry or finished work; areas behind stoves, refrigerators or beneath floor coverings; areas where encumbrances and storage, conditions or locks make inspection impractical. Portions of the subarea concealed or made inaccessible by ducting or insulation, area beneath wood floors over concrete, and areas concealed by heavy vegetation. Areas or timbers around caves were visually inspected from ground level only. Although we make visual examinations, we do not deface window/door frames or decorative trim. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways. We assume no responsibility for work done by anyone else, for damage to structure or contents during our inspection, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/tenant.

Slab floor construction has become more prevalent in recent years. Floor covering may conceal cracks in the slab that will allow infestation to enter. Infestations in the walls may be concealed by plaster so that a diligent inspection may not disclose the true condition. These areas are not practical to inspect because of health hazards, damage to the structure, or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas. Ref: Structural Pest Control Act, Article 6, Section 8516(b), paragraph 1990(1). Amended effective March 1, 1974. Inspection is limited to disclosure of wood destroying pests or organisms as set forth in the Structural Pest Control Act, Article 6, Section 8516(b), Paragraph 1990-1991.

Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Ref: Structural Pest Control Rules and Regulations, Sec. 85160. Sunken or below grade showers or tubs are not water tested due to their construction.

If this report is used for escrow purposes then it is agreed that this inspection report and completion, if any, is part of the ESCROW TRANSACTION. However, if you received written or verbal instructions from any interested parties involved in this escrow (agents, principals, etc.) to not pay our invoice at close of escrow, you are instructed by us not to use these documents to satisfy any conditions or terms of your escrow for purposes of closing the escrow. Further, you are instructed to return all of our documents and the most current mailing address you have on file for the property owner.

SHOULD DAMAGE EXTEND FURTHER THAN OUTLINED IN OUR REPORT INTERESTED PARTIES OR HOMEOWNER WILL BE RESPONSIBLE FOR ADDITIONAL COSTS. SHOULD CONTRACTOR BE ENGAGED BY OTHERS TO PERFORM THE REPAIRS OUTLINED IN OUR REPORT AND DAMAGE IS FOUND AT THAT TIME TO EXTEND FURTHER INTO INACCESSIBLE AREAS THE CONTRACTOR IS ADVISED TO CONTACT THE HOMEOWNER OR INTERESTED PARTIES FOR ADDITIONAL FUNDS. MITTS TERMITE CONTROL CANNOT BE HELD LIABLE FOR HIDDEN OR INACCESSIBLE AREAS THAT CONCEAL FURTHER DAMAGES.

Owner must be aware of the above if obtaining competitive bids.

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

No guarantees or warranties regarding workmanship or materials will be given by this firm if work is performed by others even if work is acceptable and approved by this firm.

Only a licensed pest control firm may apply any chemical for the treatment of wood destroying organisms including fungicides (for exception, see Sec. 8555 of the Business and Professional Code, Division 3).

A reinspection will be performed if requested by the person who ordered the original inspection. This request must be made within four (4) months of the original inspection. The reinspection shall not be more than the original inspection fee, if an estimate or bid was not given with the original inspection request, or thereafter, then a registered Structural Pest Control firm shall not be required to perform a reinspection.

The exterior surface of the roof will not be inspected. If you want the water tightness of the roof determined you should contact a roofing contractor who is licensed by the Contractor's License Board.

We do not inspect dwellings from extension ladders during a normal inspection.

The underside of the roof eaves will be inspected as close as practical depending on the height. We will not inspect roof coverings or walk on roofs during the course of normal inspections.

GUARANTEE: Mitsu Termite Control, Inc., guarantees all pest control repairs for one (1) year from the date of completion, excluding caulking, sealing, grouting, roofing, plumbing, leaks and other mechanical failures. Caulking, sealing and grouting is guaranteed by this firm for thirty (30) days from the date of completion. Roofing, plumbing and other mechanical repairs are guaranteed by this firm for ninety (90) days from the date of completion.

7238	Cutting Boulevard, El Cerrito, CA, 94530	09/27/02	221277
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

H. This dwelling appears to gain moisture during inclement weather. It appears that the dampness is caused by over irrigation from the yard. Owners are to redirect the sprinklers being used especially adjacent to the structure. Further information being desired regarding dampness or drainage should be obtained from a licensed drainage contractor.

I. The garage is constructed on concrete slab floors with finished walls and ceilings and/or stored articles preventing a complete and thorough inspection of interior wall cavities. These areas are considered inaccessible.

J. This portion of the dwelling is constructed on concrete slab floors with finished walls preventing a complete and thorough inspection of interior wall cavities. Due to the height of the foundation and lack of problems to base of finished surfaces we do not feel further inspection is warranted at this time. Should others desire further inspection it would be done upon request for an additional cost. This area is considered inaccessible.

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

MITTS TERMITE CONTROL INC
 427 San Pablo Avenue
 Albany, CA 94706
 (510) 525-2202 (510) 525-1028 FAX



WORK AUTHORIZATION CONTRACT

Address of Property: 7238 Cutting Boulevard El Cerrito, CA. 94530
 Inspection Date: 09/27/2002
 Termite Report #: 221277
 State Stamp #:
 Title Co. & Escrow #:

SECTION 1	SECTION 2	UNKNOWN FURTHER INSP.
1A: \$ 150.00		

We Authorize the Following Section 1 Items to be Performed.

1A

We Authorize the Following Section 2 Items to be Performed.

We Authorize the Following Items for Unknown Further Inspection.

Proposed Cost Section 1:	\$ 150.00
Proposed Cost Section 2:	\$ 0.00
Proposed Cost Unknown F.I.:	\$ 0.00
Inspection Fee:	\$ 0.00
Total:	\$ 150.00

OUR MINIMUM CHARGE FOR REPAIRS IS \$150.00

All prices quoted are subject to acceptance within 30 days. If for any reason work authorization does not meet with your complete satisfaction or conform to known data, please do not sign this contract.

NOTE: Prices quoted for the above items are subject to change if all work is not performed by this firm.

Terms under this contract are net cash upon completion unless otherwise stated. PAYMENT IS TO BE MADE PAYABLE TO MITTS TERMITE CONTROL, INC. UPON DEMAND ONCE NOTICE OF WORK COMPLETED HAS BEEN ISSUED. There is a 1 1/2 % service charge per month on overdue accounts. If additional work, other than specified in the report is required by the City or County Building Inspector, it will not be performed under this agreement. A separate quotation will be made if desired.

NOTE: We reserve the right to require payment in three equal parts, from Escrow Company, person or persons responsible for payment. This is to be paid in this manner: 1/3 upon commencement of work, 1/3 upon mid-point (to be determined by this company) and 1/3 upon issuance of Notice of Work Completed.

SHOULD LEGAL ACTION BE NECESSARY TO COLLECT THIS SUM, OR ANY OTHER PORTION THEREOF, MITTS TERMITE CONTROL, INC. SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION.

NOTICE TO PROPERTY OWNERS : (Section 7019 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 subcontractor, laborer, or supplier remains unpaid.

I/We hereby enter into this contract and agree that Mitts Termite Control, Inc. is instructed to perform the work that is described above.

Seller: _____	Telephone # _____
Buyer: _____	Telephone # _____
Agent: _____	Telephone # _____
TITLE CO: _____	ESCROW # _____
ADDRESS: _____	FAX & PHONE # _____

I Have Read This Contract And The Termite 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 _____
		MITTS TERMITE CONTROL INC	

ADDENDUM

The following terms and conditions which are initialed by both Buyer and Seller are hereby incorporated in and made a part of the Real Estate purchase contract and Receipt for Deposit dated _____, 19____, on property known as 7228 Little El Cerrito in which

McCarney is referred to as Buyer and _____ is referred to as Seller.

SM Buyer and Seller acknowledge that Prudential California Realty will not be investigating the status of permits, code compliance or zoning. Buyer agrees to satisfy himself as to these issues. Buyer acknowledges that Prudential California Realty as made no representations regarding the above.

SM
Seller's Initials

SM Buyer and Seller agree to use Small Claims Court to resolve dispute arising out of this contract if the amount in dispute is \$5000 or less.

SM
Seller's Initials

SM Buyer and Seller understand that, if Seller rents back, the day of recordation is considered the first day that Seller pays rent and reimburses Buyer's prorated daily costs.

Seller's Initials

SM Buyer understands that the City of El Cerrito has a map of El Cerrito which identifies areas that may require soils reports or further investigation prior to any structural changes to the property. Buyer is strongly encouraged to personally visit the City of El Cerrito Planning Dept. to make inquiries about subject property. Buyer acknowledges that neither Seller nor Prudential California Realty have made any representations regarding the above.

SM
Seller's Initials

The undersigned acknowledge receipt of a copy of this page.

SM 9-29-02 Prudential 9/29/02
Buyer Date Seller Date
SM 9-29-02 McCarney 9/28/02
Buyer Date Seller Date
Buyer Date Seller Date

Redate
9/30/02
9/30/02

ADDENDUM

The following terms and conditions which are initialed by both Buyer and Seller are hereby incorporated in and made a part of the Real Estate Purchase Contract and Receipt for Deposit dated _____, 19____, on property known as 7238 Cutting El Cerrito

_____ in which _____ is referred to as Buyer and _____ is referred to as Seller.

Buyer's Initials

Buyer and Seller acknowledge that _____ California Realty will not be investigating the status of permits, code compliance or zoning. Buyer agrees to satisfy himself as to these issues. Buyer acknowledges that _____ California Realty as made no representations regarding the above.

Seller's Initials

Buyer and Seller agree to use Small Claims Court to resolve dispute arising out of this contract if the amount in dispute is \$5000 or less.

Seller's Initials

Buyer and Seller understand that, if Seller rents back, the day of recordation is considered the first day that Seller pays rent and reimburses Buyer's prorated daily costs.

Seller's Initials

Buyer understands that the City of El Cerrito has a map of El Cerrito which identifies areas that may require soils reports or further investigation prior to any structural changes to the property. Buyer is strongly encouraged to personally visit the City of El Cerrito Planning Dept. to make inquiries about subject property. Buyer acknowledges that neither Seller nor Prudential California Realty have made any representations regarding the above.

Seller's Initials

The undersigned acknowledge receipt of a copy of this page.

Buyer: _____ Date: 9-29-02 Seller: _____ Date: 9/8/02
Buyer: _____ Date: 9-29-02 Seller: _____ Date: 9/8/02

Redate
9/30/02
9/30/02

Buyer _____ Date _____ Seller _____ Date _____

1

EL CERRITO DISCLOSURES

RECEIVED AND READ

NUMBER OF PAGES

28 + this cover

Jos S. Morales 9/29/02
NAME

DATE

[Signature]
NAME

DATE



MEMORANDUM

DATE: May 24, 1995
TO: All Roofing Contractors and Local Realtors
FROM: Steve Mitchell, Building Official, City of El Cerrito
SUBJECT: Roofing Standards in Very High Fire Hazard Severity Zones

Attached is a copy of Ordinance 95-1 which establishes prohibitions against wood roofs in very high fire hazard severity zones in El Cerrito. In those areas (shown on the map attached to the ordinance), wood roofs, regardless of fire retardant class designation, are prohibited on every new structure and every existing structure when 50 percent or more of the total roof area is reroofed in any one year period.

This standard was adopted because of the very real threat of "firestorm" conditions in the very high fire hazard severity zones and the contribution that wood shake or shingle roofs make to the danger of fire spread.

This ordinance was passed by the El Cerrito City Council at its May 15, 1995 meeting and will take effect on June 15, 1995. I am asking for your help in passing this information on to your sales staff and customers so that they are aware of these changes within the Very High Fire Severity Zones in the City of El Cerrito and can help us explain the new standards to your clients who are our citizens.

We will be glad to supply additional information or answer questions you may have. The El Cerrito Fire Department is also available to answer questions about this ordinance.

Attachments: Ordinance No. 95-1
Fire Hazard Severity Zones Map

ORDINANCE NO. 95-1

AN ORDINANCE OF THE CITY OF EL CERRITO AMENDING TITLE 4 (HEALTH AND SAFETY) OF THE EL CERRITO MUNICIPAL CODE BY DELETING CHAPTER 4.30 (HIGH HAZARD FIRE ZONE) AND REPLACING IT WITH A NEW CHAPTER 4.30 DESIGNATING THOSE CITY AREAS DEEMED VERY HIGH FIRE HAZARD SEVERITY ZONES AND ESTABLISHING LOCAL VEGETATION MAINTENANCE STANDARDS WITHIN SUCH ZONES

THE CITY COUNCIL OF THE CITY OF EL CERRITO DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, in 1991, the California Legislature adopted the Bates Bill, codified as Government Code Sections 51175, et seq., to prevent and control fires in the State, and reduce the intensity of uncontrolled fires, in order to protect life and property within the State; and

WHEREAS, to implement this goal, the State Director of Forestry and Fire Prevention (Director) was directed to designate certain areas in the State as very high fire hazard severity zones. Within those zones, Section 51182 imposes certain maintenance requirements, including the maintenance of firebreaks for a distance of 30 feet on each side of occupied dwellings and structures. These maintenance standards may be amended by a local agency based on a finding that extra hazardous conditions require additional maintenance requirements; and

WHEREAS, the Director has designated certain areas in the City of El Cerrito as very high fire hazard severity zones subject to the maintenance requirements of Section 51182; and

WHEREAS, Section 51179 authorizes a local agency to designate other areas within its jurisdiction as very high fire hazard severity zones, in addition to those designated by the Director, following a finding supported by substantial evidence in the record that the designation of those zones is necessary for effective fire protection within the area; and

WHEREAS, Section 51179 requires that local agencies designating very high fire hazard severity zones do so by ordinance; and

WHEREAS, Ordinance No. 95-1 establishes the boundaries for those areas in the City of El Cerrito deemed very high fire hazard severity zones. These zones include the area identified by the Director and such other areas recommended by the El Cerrito Fire Department; and

WHEREAS, the Fire Department has provided oral and documentary evidence for the designation of these additional areas as very high fire hazard severity zones; and

WHEREAS, the evidence provided by the Fire Department establishes that local climactic, geological and topographical conditions provide substantial evidence for the inclusion of these areas as very high fire hazard severity zones.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CERRITO DOES HEREBY ORDAIN AS FOLLOWS:

DIVISION 1. TITLE 8, CHAPTER 8.30 IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED BY THE NEW CHAPTER 8.30 WHICH SHALL READ AS FOLLOWS:

8.30.010 Designation of very high fire hazard severity zones

The following areas are hereby established as very-high fire hazard severity zones:

A. Arlington Avenue at El Cerrito city limits southerly to Tanalpais Avenue, southerly to Ganges Avenue, southerly to Navelier Street, southerly to Avis Avenue, southerly to Stockton Avenue, southwesterly to Terrada Avenue, southeasterly to Colusa Avenue, southerly to Kensington-El Cerrito city limit line. Easterly along Kensington-El Cerrito city line to East Bay Regional Park property line at Wildcat Canyon Regional Park. Northerly on East Bay Regional Park property line to El Cerrito city limits. Westerly along El Cerrito city limit to Arlington Avenue.

B. Carlson Boulevard at Lassen Street, southerly to Adams Street. Southerly on Adams Street to El Cerrito-Albany city limit line (Contra Costa County-Alameda County line). Westerly along El Cerrito-Albany city limits line to El Cerrito-Richmond city limits line. Northerly along El Cerrito-Richmond city limits line to Lassen Street, easterly on Lassen Street to Carlson Boulevard.

C. Arlington Boulevard at northern city limits line, southerly to Tanalpais Avenue, southerly to Fairview Avenue. Northwesterly on Fairview Avenue to Cutting Boulevard. Northerly along Cutting Boulevard to Alva Avenue. Northerly along right-of-way (between 2529 and 2531 Alva Avenue) to Carquinez Avenue. Northerly along Carquinez Avenue to El Cerrito city limits. Easterly along city limit line to Arlington Boulevard.

D. Mira Vista Drive southerly from Jordan Avenue to Canyon Trail. Northwesterly to Gatto Avenue, Gatto Avenue to Harper Street. Westerly to Hagen Avenue. Northwesterly to Junction Avenue. From the intersection of Junction Avenue and Hagen Avenue, northerly across property to Hone Avenue. Northerly to MacDonald Avenue. Easterly to Conlon Avenue. Northerly on Cedar Street, easterly on Fern Street, northerly on Edna Street. Easterly on Jordan Avenue to Mira Vista Drive.

1

These zones shall be mapped and kept on file in the office of the Fire Chief.

8.30.020 Vegetation management standards in very high fire hazard severity zones

Any person who owns, leases, controls, operates, or maintains any property in a very high fire hazard severity zone shall maintain such property in conformance with the vegetation maintenance standards established by the City Council through separate resolution.

8.30.030 Roofing requirements

Within the very high fire hazard severity zones established by this Chapter, every new structure, and every existing structure, when 50 percent or more of the total roof area is reroofed within any one year period, shall have a fire retardant roof covering that is at least Class B as defined in the Uniform Building code as adopted and amended by the State Building Standards Commission except that no wood shake or shingle roofs shall be permitted regardless of class designation. The installer of the roof covering shall provide certification of the roof covering classification to the building owner and, when requested, to the City Building Official.

8.30.040 Violations and penalties

A. A violation of this chapter shall constitute an infraction punishable by a fine of not less than one hundred dollars nor more than five hundred dollars.

B. Conviction of a second violation of this chapter within five years shall be punished by a fine of not less than two hundred fifty dollars nor more than five hundred dollars.

C. Conviction of a third violation of this chapter within five years shall constitute a misdemeanor punishable by a fine of not less than five hundred dollars.

8.30.050 Public nuisance

Any violation of this chapter shall constitute a public nuisance which may be abated, and abatement costs recovered, in the manner provided in Chapter 8.34, Chapter 16.26 relating to fire hazard abatement, or such other manner as authorized by state or local law.

DIVISION II. SEVERABILITY CLAUSE

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance. The council hereby declares that it would have adopted the ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

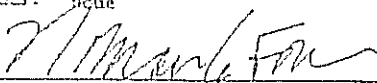
DIVISION III. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after passage and shall within fifteen (15) days after passage, be posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Councilmembers voting for and against it.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of El Cerrito, held on the 3rd day of April, 1995.

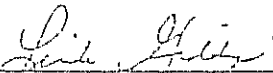
Adopted and ordered posted at a meeting of the City Council of the City of El Cerrito held on the 15 day of May, 1995 by the following vote:

AYES: COUNCILMEMBERS: Baraka, Jellison, Kosel, Rice, La Forza
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None



Norman La Forza, Mayor

ATTEST:



Linda Giddings, City Clerk

Fire Hazard Reduction Program
The City of El Cerrito

I. INTRODUCTION

A. Purpose of Vegetation Management Standards

Along with California's growth of population and expanding development, urban housing has intermixed with wildland areas. California communities have experienced devastating fire loss because of the severity of fires which occur in this intermix area. The risk of conflagration in the intermix is increased further by homeowners who create uncontrolled landscaping of native and non-native plants on their properties. Thousands of homes are threatened by fire every year in California largely because of this heavy vegetation fuel load very near structures.

The City of El Cerrito contains wildland intermix areas which increase the community's risk of loss from devastating fire. These areas have been identified by the California Department of Forestry (CDF) and the El Cerrito Fire Department as Very High Fire Hazard Severity (VEFHHS) zones. As specified by State law (AB 337), property owners within these zones must take special precautions with their property, including vegetation management, to reduce the risk of fire.

The buildup of unmanaged vegetation, whether native or non-native, steep hillsides with canyons and draws, and periods of extremely hot, dry weather all combine to create in El Cerrito the potential for catastrophic fire behavior such as occurred in the Oakland/Berkeley Hills Fire of October 1991. Catastrophic fires can destroy large numbers of homes, threaten public safety and severely damage the natural areas which contribute to our high quality of living.

A key goal of local community fire protection planning is to reduce the level of fire hazards in El Cerrito's wildland intermix areas, designated as VEFHHS zones. While it is not possible to eliminate all threats of catastrophic wildfire, fire hazards can be reduced to acceptable levels and still allow a "green" El Cerrito.

Vegetation management planning in the VEFHHS zone focuses on areas where fire poses the greatest risk to life and property. There are three specific goals of the program:

1. Keep all fires small. Small fires generally are cooler than large fires and are more easily extinguished.
2. Limit the speed with which any fire will grow. Fires need fuel to burn; if fuel is available, fires will continue to grow rapidly. Fuel must be limited or made unavailable to spreading fire.
3. Make it more difficult for fires to ignite and spread. Small fires can ignite progressively larger fuels. Small fuels are like kindling and are easily ignited. Reducing kindling fuels, and separating kindling fuels from larger fuels reduces sources for ignition and the potential for fire spread.

Fire Hazard Reduction Program

C. Process

No person shall be prosecuted criminally under the provisions of Section 8.30.040 of the El Cerrito Municipal Code until that person has received written notice of how that property violates these standards and until that person has had the reasonable opportunity to meet with City staff concerning the violation. Civil enforcement of these guidelines as provided for in Section 8.30.050 will be through procedures set forth in Chapter 8.34 or Chapter 16.26 of the El Cerrito Municipal Code. Civil procedures for fire hazard abatement include providing the property owner with (1) written notice on how the property violates these guidelines, (2) reasonable opportunity to meet with City staff to discuss this matter and (3) opportunity to be heard before the City Council.

II. FIRE HAZARD REDUCTION GUIDELINES

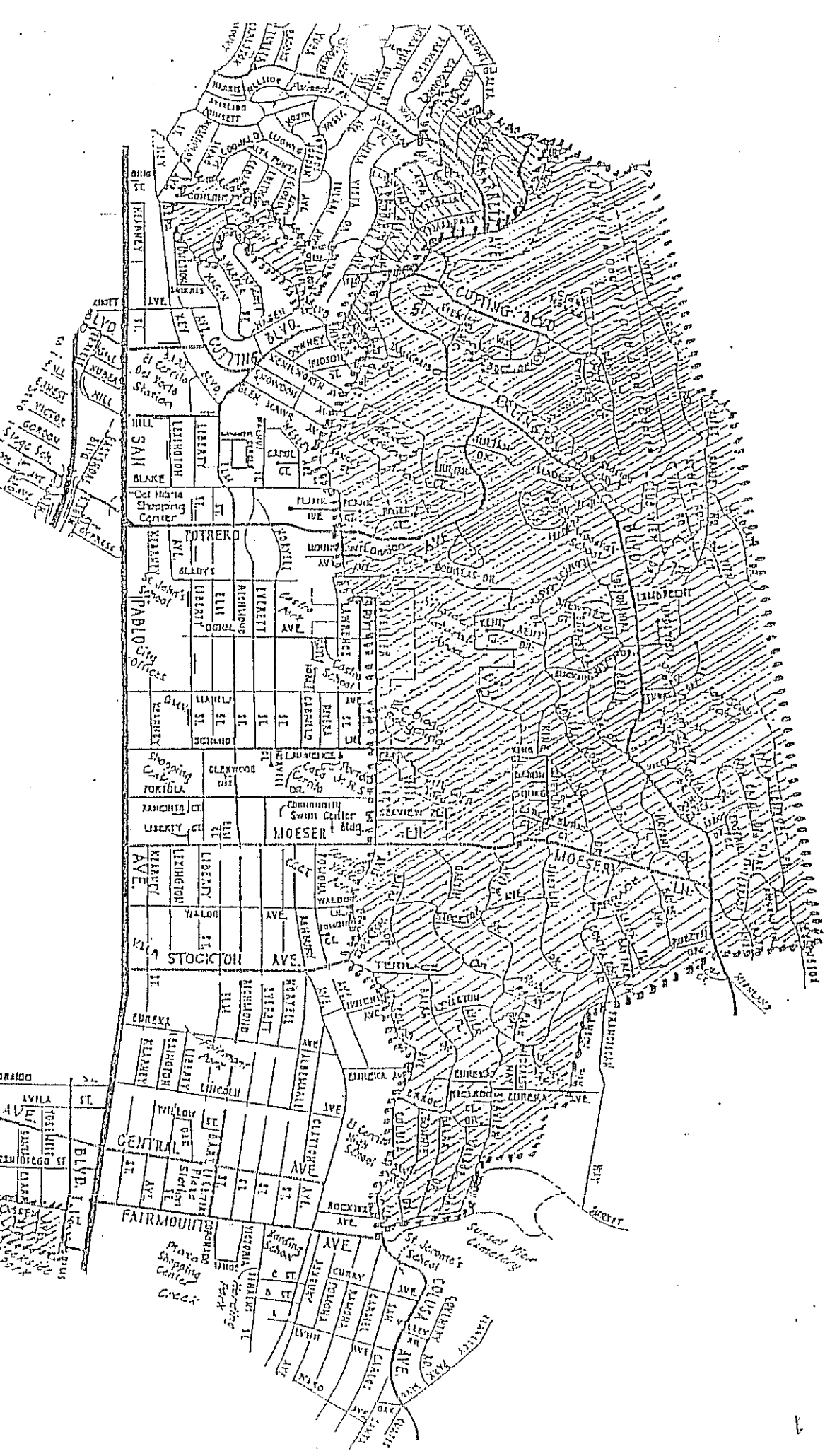
Many factors combine to create a fire hazard on any specific property. It is difficult to single out a specific vegetation species or configuration to declare it either fire hazardous or completely fire safe in all situations. The Fire Department has developed guidelines conforming to State Law and national fire protection standards which address most situations found on private property within El Cerrito. Please read these guidelines along with the accompanying glossary. If you are still unsure of how to proceed, please call the Fire Department and we will work with you to develop a fire hazard reduction plan for your property.

A. Hazard Zones

Portions of the City of El Cerrito lie adjacent or near to large wildland areas containing steep slopes and naturally growing trees, brush and grasses. Every year under certain critical weather conditions, the neighborhoods near these wildland areas are at heightened risk of seasonal wildfire sweeping into the city and burning homes. These areas at heightened risk of wildfire have been designated as Very High Fire Hazard Severity (VHFHS) zones. The rest of the City faces a lesser risk of wildfire.

Fire hazard reduction measures common to the entire City are required on both vacant and developed lots:

1. Property owners must ensure that all vegetation, native or non-native, shall be maintained so as not to constitute a fire hazard.
2. Property owners must maintain their property either by ornamental landscaping or by establishing a fuel break along the property line and adjacent to structures. For properties within the VHFHS zones, there are additional requirements for firebreaks within 30 feet of structures and fuel breaks from 30 to 100 feet.
3. Property owners are responsible for clearance and maintenance of their own property only. Property owners will be required, however, to create fuel breaks on their property to protect neighboring structures. Dimensions of fuel breaks will depend on the proximity of neighboring structures and on whether the properties are within VHFHS zones.



Fire Hazard Reduction Program

c. Fuel Breaks must be created and maintained on vacant lots 30 feet wide along the property line and 100 feet from neighboring structures.

2. Properties outside VEFHS zones:

a. Fuel Breaks must be created and maintained in areas within 30 feet of any structure.

b. Fuel Breaks must be created and maintained on vacant lots to be 10 feet wide along the property line.

3. Vegetation Management Standards for Firebreaks:

a. All flammable vegetation or combustible growth must be removed and cleared away, thereby eliminating fire hazardous vegetation fuels which can rapidly transmit fire.

b. Adequately irrigated and maintained ornamental landscaping is not flammable vegetation or combustible growth, and is encouraged within a firebreak.

c. Trees, shrubs, bushes or other vegetation adjacent to or overhanging any structure shall be maintained free of dead limbs and other combustible matter such as vines and loose papery bark. On mature trees, limbs should be removed up to 10' above the ground. Smaller trees should be limbed to 1/3rd of their height up to 6' above the ground, but in no case less than 18 inches from the ground.

d. Trees shall be maintained so that no portion is closer than 10 feet from any chimney opening.

e. All roof surfaces shall be maintained free of substantial accumulations of needles, twigs, and any other combustible matter.

f. All cut vegetation and debris must be disposed of either by hauling and dumping in a lawful manner, or by chipping and dispersing over the property in a manner and to a height which will not constitute a fire hazard.

g. Chipped materials which are spread on the ground shall be of a size no greater than 1 inch by 1 inch by 3 inches.

4. Vegetation Management Standards for Fuel Breaks:

a. Maintain ornamental landscaping in yards.

b. All fire hazardous vegetation with the exception of weeds and grass shall be cleared and maintained to a height no greater than 18 inches above the ground.

c. All weeds and grass shall be cleared and maintained at a height no greater than 6 inches above the ground.

Fire Hazard Reduction Program

shrubs. By breaking up the available fuel mass in ornamental landscaping, a fire will be kept at lower intensity, flame lengths will be shorter and fire will be less likely to form a continuous line or front.

E. Structural Fire Safety

The City's roofing and vegetation management standards are designed to reduce the amount of airborne burning material, limiting fire spread. Once a fire starts, it is often accelerated by wind-borne burning material. Burning embers or brands are the main source of fire spread in mixed urban-wildland areas. The roof of a house is most vulnerable to this type of ignition. Spark arresters with a maximum of 1/2" openings in the mesh are required over the outlet of every chimney. Class A is the top rating for fire resistive roofing, followed by Classes B and C. The City of El Cerrito requires that all roofing be Class B or better, and wood shake shingle roofing materials are prohibited in new construction or replacement of more than 50 % of the roof.

III. GLOSSARY OF TERMS

The following terms are used to describe the vegetation management standards in California State Law and in the City of El Cerrito's Fire Hazard Reduction Program.

Very High Fire Hazard Severity (VHFHS) Zones: Any geographic area designated per Government Code section 51178 to contain the type and condition of vegetation, topography, weather and structure density to potentially increase the possibility of wildland conflagration fires. As a community adjacent to extensive wildland areas, the City of El Cerrito contains several VHFHS zones. A map of these zones is available from the Fire Department. Fire hazard reduction standards are more extensive for properties located within VHFHS zones.

Defensible space: A concept in landscape design for homes which provides a band of managed vegetation around a home that slows movement of fire by reducing or denying fuel and provides a space for fire fighters to take a stand to protect the house.

Fire resistant plants: A relative term used to describe plants that are "more resistant" or "less resistant" than other plants to fire. Given enough heat, all vegetation will burn. Yet plants in fact differ in how fast they burn, how high a flame they produce and their ability to survive fire. Fire resistance is enhanced by higher amounts of moisture within twigs and foliage. Fire-resistant plants can lose this quality altogether if not properly maintained and irrigated. A partial list of fire resistant and highly flammable plants is available from EBMUD (232-5051) and the El Cerrito Fire Department.

Fire hazardous vegetation: Plants which can burn easily because they generate dry undergrowth, contain flammable oils or produce significant quantities of dead or dying material. Hazardous vegetation is fuel which must be removed or strictly maintained so as not to constitute a fire hazard by igniting easily and then contributing to rapid fire spread. Seasonally dry grass, weeds, brush, and unmaintained and unirrigated trees and ornamental vegetation are examples of fire hazardous vegetation. Properly chipped, mulched and disbursed material does not constitute fire hazardous vegetation. Fire hazardous vegetation is

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.110 Intent and purpose.

10.90.120 Objectives.

10.90.130 Definitions.

10.90.140 Tree commission duties.

10.90.150 Tree Commission - Standards for adjudicating disputes.

10.90.160 Procedure.

10.90.170 Appeal.

10.90.180 Recording.

10.90.190 Private judicial remedy.

10.90.200 Liability.

10.90.210 Planting of certain trees prohibited.

10.90.220 Permits.

10.90.230 Enforcement.

10.90.240 Fees.

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.110 Intent and purpose.

A. The ordinance codified in this chapter is enacted in recognition of the following findings and for the following reasons:

1. The attractiveness and livability of the city are enhanced by its trees and its views of surrounding areas obtained from the range of elevations found in the city;
2. Views from individual properties add to the property values in the city and thus contribute to the city's tax base and to the maintenance of stable neighborhoods in the city;
3. The loss of views in residential neighborhoods can result in a decrease in property values and in a lessening of the economic stability of residential areas;
4. Views contribute to both the economic and the aesthetic value of the city and should be protected against unreasonable obstruction;
5. When disputes arise over trees and views, neighbors are expected to make every effort to come to agreement among themselves;
6. However, when all efforts have failed to produce an agreement, the city needs to provide a method to resolve disputes between neighbors and to allow the restoration of views lost due to tree growth;
7. The unreasonable obstruction or blocking of views by uncontrolled growth or maintenance of trees and vegetation on private property constitutes a private nuisance subject to private redress.

B. For such reasons, the council enacts these regulations to promote the public health, safety and welfare. It is not intended by this chapter to create any greater claim to a view than existed at the time any claimant purchased property with a view. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.120 Objectives.

The objectives of, and the justification for, this chapter are to:

- A. Preserve and promote the aesthetic benefits provided by trees and the preservation of views of the surrounding locale;
- B. Preserve and promote the beneficial use and enjoyment of privately owned land within the city;
- C. Preserve, maintain and enhance property tax values within the city;
- D. Discourage the maintenance of trees that unduly diminish desirable views as well as the planting and maintenance of certain species.

(Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.130 Definitions.

Unless otherwise specifically provided, or required by the context, the following terms have these meanings for the purpose of this chapter:

"Claimant" means any owner of real property who believes in good faith that the growth, maintenance or location of trees situated on the property of another diminishes the beneficial use, economic value and enjoyment of his or her property and who files a written report thereto in compliance with the provisions of this section.

"Commission" means the city's tree commission.

"Obstruction" means any blocking or diminishing of a view by tree growth, maintenance or location.

"Thinning" means the selective removal of entire branches from a tree so as to improve the tree's structural condition.

"Topping" means the removal of the upper portion of a tree's trunk or primary leader.

"Tree" means any woody perennial plant, usually with one main trunk, obtaining a height of a least eight feet at maturity.

"Tree mediator" means any trained and experienced mediator acceptable to both claimant and tree owner to mediate a tree dispute.

"Tree owner" means the owner of real property on which are situated tree(s) whose growth, maintenance or location allegedly diminishes the beneficial use, economic value and enjoyment of the property of another.

"Tree removal" means the destruction of any tree by cutting, girdling, interfering with the water supply, applying chemicals or regrading around the base of the trunk.

"Trimming" means the selective removal of portions of branches from a tree so as to modify the tree's form, shape or profile and/or improve the tree's appearance.

"View" means a range of sight including pleasing vistas or prospects or scenes. Views include, but are not limited to, the sight of geologic features, bays, oceans, skylines, bridges and distant cities.

"View claim" means the claimant's verified written basis for commission decision or court action under this chapter, which clearly establishes all of the following:

1. The precise nature and extent of the alleged view obstruction and particulars of the manner in which it diminishes the beneficial use, economic value and enjoyment of the claimant's property, including all pertinent corroborating physical evidence available;
2. The exact location and description of all trees alleged to cause a view obstruction, the address of the property on which the trees are located, and the present tree owner's name and address. This requirement may be satisfied by the inclusion of tree location, property address and tree owner information on a valid property survey or plot plan submitted with view claim;
3. Any mitigating actions proposed by the parties involved to resolve the alleged view claim;
4. The failure of personal communication between the claimant and the tree owner to resolve the alleged view obstruction as set forth in this chapter. The claimant must provide physical evidence that written attempts at conciliation have been made and failed. Such evidence may include, but is not limited to, copies of and receipts for certified mail correspondence.

"Windowing" means the creation of a limited horizontal viewing plane through the head of a tree or trees. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.140 Tree commission duties.

The tree commission created in Title 2 of this code shall have the following duties:

- A. To establish regular and temporary rules of procedure for all matters referred to the commission; provided, that no rule of procedure shall contravene the spirit or letter of the provisions set forth in this chapter;
- B. To serve in an advisory capacity to the council, other commissions and the citizens of the city in regard to all questions concerning the growth, maintenance or location of trees within the city;
- C. To serve as an administrative decision maker in adjudicating disputes arising between complainants and tree owners, to issue findings of fact on such disputes, to determine an appropriate resolution to such disputes and to issue orders in conformity with its findings and determinations;
- D. To recommend programs, policies and ordinances to implement and support the city's master street tree plan, and encourage and promote the planting and proper husbandry of trees throughout the city.

(Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.150 Tree Commission - Standards for adjudicating disputes.

In adjudicating all disputes, unless otherwise specifically provided, the provisions of this chapter are to be utilized to resolve view claim disputes.

A. Existing Views. The claimant has no right greater than that which existed at the time of the claimant's acquisition of the property involved in the view claim and shall provide evidence to prove the extent of that original view and right.

B. View Character. The character of a view shall be determined by evaluating:

1. The vantage point(s) from which the view is obtained;
2. The existence of landmarks or other unique features in the view; and
3. The extent to which the view is diminished by factors other than the tree(s) involved in the claim.

C. Obstruction. The existence and character of the view obstruction shall be determined by evaluating:

1. The extent of the alleged view obstruction, expressed as a percentage of the total view, and calculated by means of a surveyor's transit or by photography or both; and
2. The extent to which landmarks or other unique features in the view are obstructed.

D. Benefits and Burdens. The extent of benefits and/or burdens derived from the alleged view obstruction tree(s) shall be determined with consideration given to the contribution of the tree(s) to the following factors:

1. Visual screening;
2. Wildlife habitat;
3. Soil stability, as measured by soil structure, degree of slope and extent of tree(s) root system;
4. Energy conservation and/or climate control, and/or interference in efficient operations of claimant's solar energy systems;
5. Effects on neighboring vegetation;
6. Visual quality of the tree(s), including, but not limited to, species characteristics, size, form, texture, color, vigor and location;
7. The economic value of the tree(s), as measured by the criteria developed by the American Society of Landscape Architects; and
8. Other tree-related factors, including, but not limited to, indigenous tree species, specimen tree quality, rare tree species and historical value.

E. Restoration Evaluation. Any restorative action shall be evaluated based on the standards of this chapter and consideration of the following:

1. The effectiveness of the restorative action in reducing the view obstruction;
2. Any adverse impact of the restorative action on the benefits derived from the tree(s) in question;
3. The structural and biological effects of the restorative action on the tree(s) in question;
4. The cost of the restorative action, as determined by consultation with licensed landscape architects or professional tree removal companies; and
5. Effects upon the privacy of the tree owner.

F. Restoration Limits. Restorative actions shall be limited to the following:

1. Trimming;
2. Thinning;
3. Windowing;
4. Topping;
5. Tree removal with necessary replacement planting; and/or
6. No action.

G. Restoration Implementation. All restorative actions shall be undertaken subject to the following:

1. Restorative actions must be consistent with all applicable statutes, ordinances and regulations;
2. Where possible, restorative actions shall be limited to the trimming and/or thinning of branches; but, when such is not a feasible solution, windowing is the preferable solution;
3. When thinning, trimming and windowing of branches is not a feasible solution, topping shall be considered;
4. Tree removal shall only be considered when all other restorative actions are judged to be ineffective and shall be accompanied by replacement plantings of appropriate plant material necessary to restore the maximum level of benefits lost due to tree removal. Replacement plantings can be required on the tree owner's or the claimant's property;
5. In those cases where tree removal eliminates or significantly reduces the tree owner's visual screening of privacy, replacement screen plantings shall, at the tree owner's option, be established prior to tree removal; notwithstanding the provisions of subsection (G)(4) of this section, the tree owner may choose tree removal with replacement plantings as an alternative to trimming, thinning, windowing or topping;
6. All trimming, thinning, windowing, topping or removal required under this chapter must be performed by a qualified tree trimmer or as approved by the commission.

H. Inspection. For the purposes of this section, the commission may go on-site to the property of either or both parties.

(Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.160 Procedure.

A. Initial Reconciliation. A claimant who believes in good faith that the growth, maintenance or location of trees situated on the property of another diminishes the beneficial use, economic value and enjoyment of views naturally accruing to the claimant's property shall notify the tree owner in writing of such concerns. The submission of the notification to the tree owner should be accompanied by personal discussions, if possible, to enable the claimant and the tree owner to attempt to reach a mutually agreeable solution to the alleged view obstruction in accordance with the provisions of this chapter.

B. Mediation. Where the initial reconciliation attempt fails, the claimant shall propose mediation as a means to settle the dispute on a relatively informal basis. Acceptance of mediation by the tree owner shall be voluntary. If mediation is elected, the parties shall mutually agree upon a tree mediator.

The mediation meeting may be informal, and no written record is necessary unless desired by the parties. The mediation process may include informal testimony from lay or expert witnesses, and shall include a site visit to the properties of the claimant and the tree owner.

The tree mediator shall consider the intent and purpose, objectives and standards for adjudicating disputes set forth in this chapter in attempting to assist both parties to reach a resolution of the dispute. The tree mediator shall not have the power to issue binding orders for restorative action, but shall strive to enable the parties to resolve their dispute at this stage by written agreement in order to eliminate the need for a hearing before the tree commission or for litigation.

C. Tree Commission Hearing. Where the initial reconciliation process fails and where mediation has not resolved the dispute, the claimant and the tree owner shall be subject to the findings and order of the commission following a noticed hearing.

1. Notice of Commission Hearing. The city shall provide notice of the commission hearing to the parties twenty-one calendar days in advance of the date set by the commission for the hearing. Notice may be sent by certified mail, return receipt requested, to the tree owner, as shown on the last adopted tax roll of the county, and to the claimant or by personal service at the claimant's expense. In addition to either of the above, notice may be effected by posting the affected property. All such notices shall state the names of the complainant and the tree owner, the nature of the complaint, the time and place set for hearing by the commission, and a statement indicating the right of the parties to have counsel present and to record the proceedings at their expense. The hearing shall only proceed following proof that the tree owner has received notice as provided herein.

2. Hearing and Decision. Hearings may be conducted informally, and formal rules of evidence need not be applied. Each party may be represented by counsel and may present evidence in his/her behalf. Each party shall have the right to present witnesses and to cross-examine witnesses presented by any other parties. The commission is authorized to inspect the premises of the parties in order to reach an appropriate determination.

The commission may require that presentations be made by a certified arborist when other testimony is deemed to be inadequate due to the complexity of the potential restorative actions or the commission finds the need for specialized information or expert opinion, provided that the claimant deposit a sum sufficient to pay for the testimony of a certified arborist in advance of the hearing. The commission shall follow the terms and conditions of this chapter to reach a fair resolution of the view claim, and shall submit a complete written report to the claimant and the tree owner. The report shall include the commission's findings with respect to all standards listed in Section 10.90.150 of this chapter, and a complete listing of all mandated restorative actions.

The costs of all mandated restorative actions and/or replacement plantings shall be apportioned

between the claimant and the tree owner as mutually agreed to, or in the absence of agreement as follows:

a. The tree owner may be required to pay a portion or all of any restorative or replacement costs ordered by the commission.

b. The commission may order, in addition to those costs in subsection (C)(2) a of this section, that the tree owner may be required to effect a maintenance program and assume attendant costs.

c. The tree owner may be required to pay up to fifty percent of the hearing costs, including, but not limited to, the filing fee, the record costs and expert testimony of a certified arborist, if any.

The commission shall send a notice of decision to all parties involved within seven days of the tree commission's decision by certified mail, return receipt requested. The decision shall be rendered within thirty days of the hearing. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.170 Appeal.

Any party adversely affected by the decision of the commission may file a written notice of appeal with the city clerk within ten days after the decision of the commission, briefly stating the grounds of appeal. The council shall set a date, time and place for hearing the appeal within sixty days of the written notice of appeal. The city clerk shall give ten days notice of the hearing by certified mail, return receipt requested, to the parties.

The council shall hear and consider only the record of testimony and other evidence introduced at the tree commission hearing, including the findings and decision of the commission. The council, whose decision shall be final, shall have the right to affirm, reverse, or modify the decision of the commission, or remand the matter back to the commission.

The parties shall comply with any order for restorative action within forty-five days following expiration of the appeal period or the date of final determination of the council in the event of an appeal. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.180 Recording.

Any final decision of the tree commission or the council, in the case of an appeal, which provides for limitations on the property of a tree owner shall be recorded so that record notice of the decision is given to successors in interest of the tree owner's property. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.190 Private judicial remedy.

Any party affected by a final decision of the city may pursue a private civil remedy for injunctive relief. A decision of the tree commission as affirmed, reversed or modified by the council is intended to be reviewable under state Code of Civil Procedure Section 1094.5 which provides for judicial review of the final administrative decisions. Such proceedings are heard by the court sitting without a jury. The court's inquiry is generally limited to a review of the administrative record and a determination of whether the city proceeded in the manner required by law, whether the decision is supported by the findings and whether the findings are supported by the evidence. Based upon such scope of review, the court, in its discretion, may determine to enforce by injunction the final decision of the city.

In addition to the above, should a final decision state that a tree owner is maintaining an obstruction, as defined in this chapter, and that it has not been removed within forty-five days, such noncompliance shall constitute a private nuisance and thus provide the basis for a private civil action for damages, including attorney's fees incurred in prosecuting the view claim before the city and in court. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.200 Liability.

The issuance of a decision pursuant to this chapter shall not be deemed to establish any public use or access not already in existence with regard to the property for which the commission report(s) and decision(s) are issued, and does not create any liability for the city, any other public agency or entity, or the commission with regard to any restorative actions or replacement plantings to be performed. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.210 Planting of certain trees prohibited.

The planting within the city of any Monterey pine, Monterey cypress, coast redwood, or eucalyptus without a permit issued by the tree commission as provided in this chapter is prohibited.

Any person who wishes to plant a prohibited species of a tree on private property in the city may apply in writing to the city manager or designee for a permit to do so. However, if the tree commission specifically approves planting of prohibited trees on a particular site, no permit will be necessary. Such application shall identify the property on which the tree is to be planted; provide a perimeter outline of any existing or proposed building on the property; specify the location of the tree within an accuracy of one foot; state the size and species of the tree to be planted; and furnish a brief statement of the reason for the request, along with such information as the city manager or designee may reasonably require. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.220 Permits.

A. The city manager or designee shall inspect the site of the proposed planting, and shall consider two allowing factors in deciding whether to issue or deny the permit:

1. The necessity of planting of the tree in order to improve the property;
2. The topography of the land and the effect of the planting on protection from wind, soil erosion or increased flow of surface water;
3. The protection of reasonable privacy for the site of the proposed planting or for adjacent property;
4. The protection of a view from the property on which the tree is proposed to be planted or from adjacent property;
5. The number of trees in the neighborhood, and the effect of the tree planting on the property values and characteristics of the neighborhood.

B. A permit shall be issued by the city manager or designee upon finding that the proposed planting will be consistent with the purposes of this chapter. The city manager or designee may attach such conditions to the permit as deemed necessary to accomplish the purposes of this chapter. A permit denial may be appealed to the commission. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.230 Enforcement.

A violation of Section 10.90.210 of this chapter shall be deemed a misdemeanor. (Ord. 92-4 Div. 2 (part), 1992.)

TITLE 10 PUBLIC PEACE, MORALS AND WELFARE

Chapter 10.90 OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY4

10.90.240 Fees.

The council shall establish fees by resolution. (Ord. 92-4 Div. 2 (part), 1992.)