

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

Beginning at the point of intersection of the Southwestern line of Madera Avenue, formerly Bay View Street, with the Southeastern line of Lot 17, as said Street and Lot are shown on the Map hereinafter referred to: thence North 49 Degrees 07' West, Along the said line of Madera Avenue, 72.06 feet; thence South 48 degrees 44' West, 85.00 feet; thence South 49 degrees 07' East, 72.06 feet to a point on the said of Lot 17; thence North 48 degrees 44' East, along the said line of said Lot 17, a distance of 85.00 feet to the point of Beginning.

Being a portion of Lot 17, as shown on the Map of Wyman's Subdivision of Park Place, Etc., Brooklyn Township, Alameda County, Cal., filed April 20, 1892, in Book 13 of Maps, Page 39, Alameda County Records.

APN: 036-2502-089



OLD REPUBLIC
TITLE COMPANY

6201 Antioch Street, Ste. 300
Oakland, CA 94611
(510) 339-2020 Fax: (510) 339-8959

PRELIMINARY REPORT

Issued for the sole use of:

KELLER WILLIAMS REALTY
4341 PIEDMONT AVENUE
OAKLAND, CA 94611

Attention: MARK DUBOIS

Our Order Number 1116010818-CT

Customer Reference HOLT

When Replying Please Contact:

Cristina Tabada
(510) 339-2020

Property Address:

3311 Madera Avenue, Oakland, CA 94619

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE 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 and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. 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 June 12, 2009, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

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

Homeowner's Policy of Title Insurance - 2008; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

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

Fee

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

Donald M. Marx and Amy Holt, husband and wife as joint tenants

The land referred to in this Report is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

Beginning at the point of intersection of the Southwestern line of Madera Avenue, formerly Bay View Street, with the Southeastern line of Lot 17, as said Street and Lot are shown on the Map hereinafter referred to: thence North 49 Degrees 07' West, Along the said line of Madera Avenue, 72.06 feet; thence South 48 degrees 44' West, 85.00 feet; thence South 49 degrees 07' East, 72.06 feet to a point on the said of Lot 17; thence North 48 degrees 44' East, along the said line of said Lot 17, a distance of 85.00 feet to the point of Beginning.

Being a portion of Lot 17, as shown on the Map of Wyman's Subdivision of Park Place, Etc., Brooklyn Township, Alameda County, Cal., filed April 20, 1892, in [Book 13 of Maps, Page 39, Alameda County Records](#).

APN: 036-2502-089

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

1. Taxes and assessments, general and special, for the fiscal year 2009 - 2010, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2008 - 2009, as follows:

Assessor's Parcel No	:	036-2502-089	
Bill No.	:	074399-00	
Code No.	:	17-001	
1st Installment	:	\$1,647.75	Marked Paid
2nd Installment	:	\$1,647.75	Marked Paid
Land Value	:	\$121,243.00	
Imp. Value	:	\$74,028.00	

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

AFFECTS THE CONTEMPLATED FORM ALTA LOAN POLICY ONLY.

4. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$400,000.00
Trustor/Borrower : Donald M. Marx and Amy Holt, husband and wife as joint tenants
Trustee : T.D. Service Company
Beneficiary/Lender : Mortgage Electronic Registration Systems, Inc., solely as nominee for RBC Mortgage Company
Dated : May 7, 2004
Recorded : [May 28, 2004 in Official Records under Recorder's Serial Number 2004239823](#)
Loan No. : 1101163067
"MIN" : 1000589-0000331959-7
Returned to : 3201 Danville Boulevard, Suite 195, Alamo, CA 94507

NOTE: This loan appears to be registered with Mortgage Electronics Registration Systems, Inc. ("MERS"). Accordingly, the name, address and telephone number of the loan servicer should be obtained by calling the toll-free number, 1-888-679-MERS, and referring to the Mortgage Identification Number ("MIN") shown above

5. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.

- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a single family residence known as 3311 Madera Avenue, Oakland, CA 94619.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

- C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Grant Deed
By/From : Paul V. Holt and Linda Holt, husband and wife
To : Donald M. Marx and Amy Holt, husband and wife as joint tenants
Dated : May 11, 2004
Recorded : [May 28, 2004 in Official Records under Recorder's Serial Number 2004239822](#)

- D. The Cities shown below charge Transfer Tax which must be collected through Escrow:

Alameda : \$12.00 per \$1,000.00
Albany : \$11.50 per \$1,000.00
Berkeley : 1.5% of the sales price
Hayward : \$4.50 per \$1,000.00
Oakland : 1.5% of the sales price
Piedmont : \$13.00 per \$1,000.00
Richmond : \$7.00 per \$1,000.00
San Leandro : \$6.00 per \$1,000.00
San Francisco : Call your Advisory Title Officer.

Note:

E. County Recorder will charge an additional \$10.00 "Monument User Fee" to record a Grant Deed using the legal description in this report.

O.N.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (01/01/08)
 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
 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 those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

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 limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded 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.e., 25, 26, 27 or 28.

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 21.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount on Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 18:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE - 2006
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 that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
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 (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that 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 an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART 1, SECTION ONE

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

1. (a) Taxes or assessments that 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; (b) proceedings by a public agency that may result in taxes or assessments, or notices 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 that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and 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.

Old Republic Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic Title Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ASSESSOR'S MAP 36

Documents provided by DataTree (638) and the County of San Diego delivery system. Copyright 2003. All rights reserved.

RANCHO SAN ANTONIO-A.M. PERALTA-ET AL. (Pats. Bk. A Pg. 669)
PARK PLACE - WYMAN'S SUBDIVISION (Bk. 13 Pg. 39)
MELROSE ACRES (Bk. 6 Pg. 46)

2502

Scale: 1"=100'

Drawn: 2-16-70 N.J.
Revised: 6-21-79 R.M.
2-16-90 J.T.
4-4-91 B.V.

Formerly: Bk. 37, Bks. 2503, 2504, 2505, 2506, 2508 B, 2509 B, 2510.

A.C.M.

Reference: R/S 905 R/914/53





CONTRACT FOR ENGINEERING SERVICES:

CLIENT: Don Marx

PROPERTY: 3311 Madera Avenue
Oakland, CA 94619

DATE: November 9, 2007

In accordance with your request I have performed a visual examination of your property, located at 3311 Madera Avenue in Oakland. The purpose of this examination was to observe differential movement within the home and to provide recommendations for remedial work. This report also serves as a contract for further engineering services.

BACKGROUND: The subject property consists of a partial two-story wood framed house with an attached garage. The structure appears to be approximately 60 years old. The structure is founded on trapezoidal footings. The front foundation forms a wall approximately 3 to 4 feet tall. Another foundation wall 3 feet in height runs along the uphill perimeter of the basement rooms, located about 3 feet back from the line of the front entry. The basement has slab on grade floors.

It is my understanding that you recently purchased the property from in-laws. The house has had a history of moderate foundation movement. However, the condition appears to have become more pronounced recently at the center of the home, where new cracking and buckling has developed in the plaster walls.

OBSERVATIONS: The basement floor slab is significantly heaved, such that the rear edge has lifted away from the foundation about 1 inch. Some minor settlement and rotation may have also occurred in the rear foundation. The front and rear patios, the driveway and the garage slab are also severely distressed. Despite the movement in the slabs, the foundations themselves are relatively free from distress, which may indicate that they are reinforced. I noted that the front foundation wall is slightly undermined in the vicinity of the front entry.

During my examination a floor level survey was performed at the upper level of the house. This survey found a localized high area at the center of the house. Relative to this high point the floors slope approximately 1.5 inches toward the rear perimeter, approximately 1.5 inches toward the front bedroom, and approximately 3 inches toward the laundry area behind the garage. In general the floor slope is not too bad for an old house on shallow footings. The pattern of the level contours (high in the center and low at the perimeters) suggests that the bulk of the movement is related to differential swelling of expansive clay soils. It appears that the center of the house has risen, while minor settlement may be taking place along the perimeter. The recent changes are probably a result of deeper drying following a winter with lower than normal rainfall.

The drainage conditions at the property are poor. The ground surface in the front yard slopes toward the house and there are few provisions on site for the control of drainage. You have observed seepage into the basement (passing over or through the center foundation wall) and the perimeter foundations are marked with efflorescence (evaporative salt deposits). Seasonal moisture intrusion is likely exacerbating the expansive soil movement.

RECOMMENDATIONS: As a primary improvement to mitigate expansive soil fluctuations, it is recommended that a gravel subdrain be installed along the front and side perimeters of the house. The trench should be approximately 3 feet deep, and should run along the outboard edge of the front patio and walkway. The patio itself should be removed and replaced with a 5-inch-thick slab, reinforced with #4 bars at 18 inches on center.

It should be noted that the basement floor is approximately 8 feet lower than the front yard. Thus there is a chance that a deeper source of ground water, flowing deeper than the proposed perimeter drain, could still cause seepage in the basement. If this occurs, or if you would like to be very cautious with regard to drainage, then a second gravel drain could be installed behind the basement foundation wall, tied to the exterior system. The drains should run to dissipaters in the rear yard.

The undermined front foundation could be addressed by pouring a thick "rat slab" over the narrow crawlspace below the front entry. This slab should be 6 inches thick, reinforced with #4 bars epoxy doweled to the bottom of the front foundation wall and the top of the basement foundation wall.

If you plan to formally use the basement, the floor slab should be replaced. The new slab should be 6 inches thick, reinforced with #4 bars at 18 inches on center, epoxy doweled to the perimeter foundations. The slab subgrade should be thoroughly saturated for 72 hours prior to placement of the concrete, to pre-swell the expansive soils.

The floor slope within the house could be improved by cutting the stud walls at the center and dropping down the high area. However, the floor slope is purely a cosmetic concern, so there is no structural value in doing this.

The greatest "settlement" appears to have occurred at the left side of the garage and laundry room, where the floors slope approximately 3 inches relative to the high point. This area should be monitored. If further settlement continues after the drainage is installed, then the perimeter foundation could be underpinned with hand dug piers.

Finally, the house could use a thorough seismic retrofit. The forward areas of the house should be strapped with angle-irons or UFP brackets. Plywood shear panels, with additional anchor bolts and hold-downs, should be installed around all four-perimeters of the basement (this will require demolition of drywall).

SCOPE OF WORK: I have prepared preliminary plan of the recommended foundation improvements. You have paid me \$450 for this preliminary work. The schematic plan is intended for estimating purposed only, and is not suitable for construction. The additional cost to complete

Contract for Engineering Services
3311 Madera Avenue, Oakland
November 9, 2007
Page 3

formal drainage and foundation plans for the work suggested above would be between \$750 and \$1000, depending on the scope of work. Construction inspections, revisions and response to plan check comments will be additional at my hourly rate.

EXCLUSIONS: Permits by others. The contractor will be solely responsible for structure and embankment shoring, for location and protection of utilities, and all aspects of jobsite safety.

Note that the proposed retrofit plan will be on a "voluntary" basis only, without formal calculations or seismic analysis. The proposed improvements will not extend up into the upper levels of the building, and therefore will not bring the structure into compliance with modern seismic codes.

PAYMENT TERMS: Hourly rate for engineering work: \$ 150.00/hour

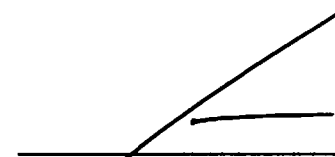
The cost to complete the preliminary and formal plans is as indicated above. Subsequent revisions, site meetings, response to plan check commentary or construction inspections would be additional at the above hourly rate. Payments will be due upon receipt of invoice, and are past due 15 days from the invoice date. The client agrees to pay a finance charge of 1.5% per month (or the maximum rate allowed by law) on past due accounts. Billed hours will include travel time from my office in Oakland.

LIMIT OF LIABILITY: The designs, opinions or information provided under this contract are for the exclusive use of the specified client. By signing below, the client agrees to limit the liability of Dave Olnes P.E., Inc., along with its engineers, employees and sub-consultants, to an amount not to exceed ten times the total fees for services indicated above, for any and all matters arising from the services provided. Dave Olnes P.E., Inc. shall assume no liability for other parties who use the information without his express written consent. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. If the client deems these limits to be unacceptable, other limits may be negotiated at a commensurately higher fee.

NOTICE OF LICENSING: David A. Olnes is licenced as both a Geotechnical Engineer and a Civil Engineer by the California Department of Consumer Affairs: CE 046973, GE 2469.

SIGNATURES:

Dave Olnes P.E., Inc.,
by David A. Olnes:



Client:

Date:

DRAIN LINES TO OUTLET TO DISSIPATORS IN REARYARD.

CONSIDER REMOVING AND REPLACING BASEMENT FLOOR SLAB, LOWERING HIGH AREA AT CENTER. NEW SLAB SHOULD BE 5" THICK WITH #4 BARS @ 18" O.C.E.W., EPOXY DOUGLED TO PERIMETER FOUNDATIONS. THOROUGHLY SATURATE SUBGRADE FOR 72 HOURS PRIOR TO POURING SLAB.

OPTIONAL SECONDARY GRAVEL DRAIN BEHIND UP-SLOPE FOUNDATION WALL OF BASEMENT. INSTALL THIS DRAIN IF PRIMARY DRAIN AT FRONT PERIMETER FAILS TO STOP BASEMENT SEEPAGE.

CAST 6"-THICK "RAT SLAB" BELOW FRONT ENTRY TO BRACE UNDERMINED FRONT FOUNDATION WALL. REINFORCE WITH #4 BARS @ 18" O.C.E.W. EPOXY DOUGLED INTO ADJACENT FOUNDATION WALLS.

REPLACE FRONT PATIO SLOPED TO TWO OR MORE U-1 CHRISTY BOXES.

PROVIDE ±36"-DEEP GRAVEL DRAIN ALONG UPHILL & SIDE PERIMETERS OF HOUSE. TIE IN ROOF DOWNSPOUTS & CATCH BASINS.

SAW CUT STRIP @ BASE OF DRIVEWAY & SLOPE TOWARD U-1 CHRISTY BOX. ADD ADDITIONAL CATCH BASINS ALONG BASE OF FRONT YARD.

SITE PLAN
1"=10'

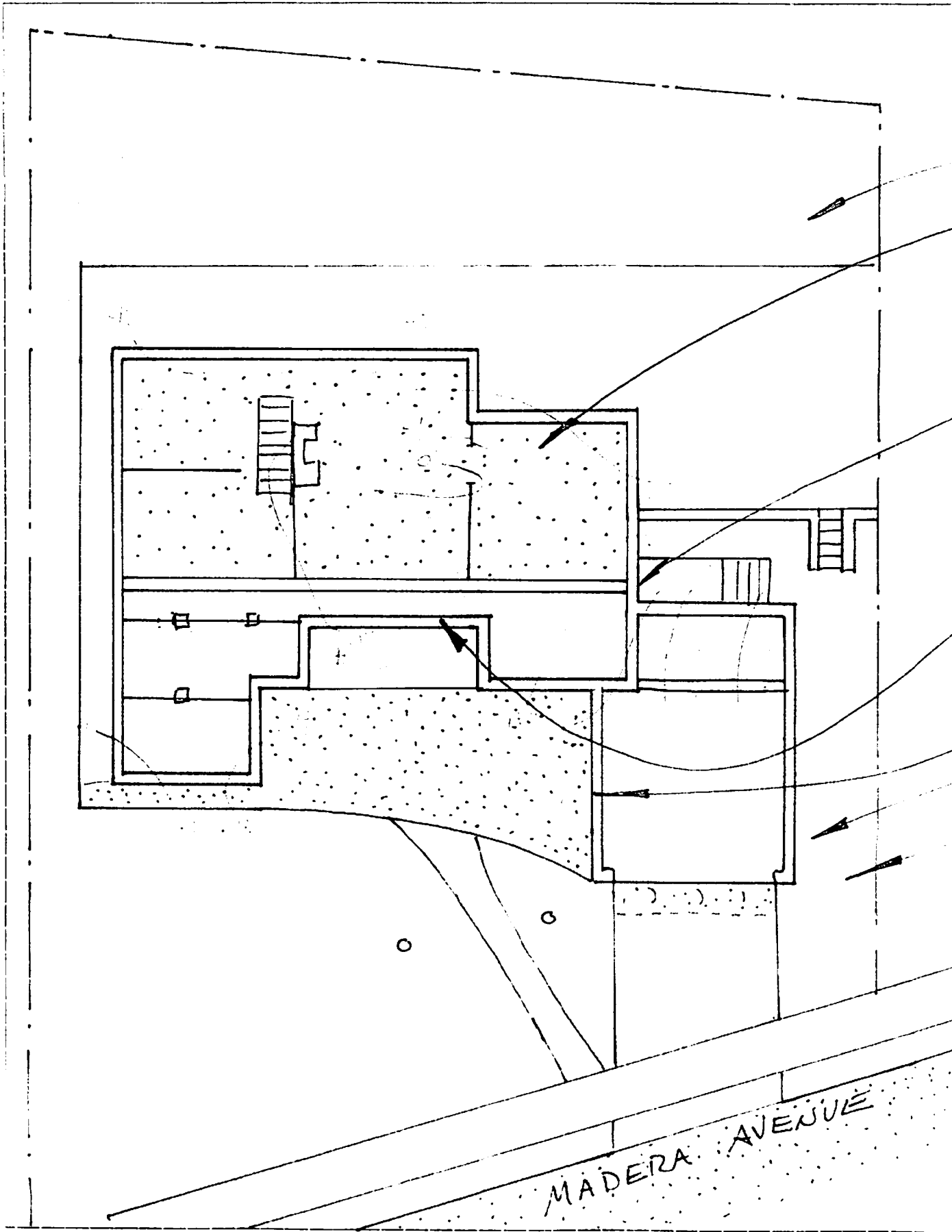
PRELIMINARY
NOT FOR
CONSTRUCTION

7915 CREST AVENUE
OAKLAND, CA 94605
TELEPHONE: (510) 568-2162

SCALE: 1"=10'
JOB #: V0-3122
DRAWN: JAO
DATE: 11/8/07

SUGGESTED IMPROVEMENTS
3311 MADERA AVENUE
OAKLAND, CALIFORNIA

PAGE: 1 OF 1



WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO. 3311	STREET, CITY, STATE, ZIP MADERA AVENUE, OAKLAND CA 94619	Date of Inspection 6/16/2009	No. of Pages 8
-----------------------------	--	--	--------------------------

EAST BAY STRUCTURAL & TERMITE COMPANY
 1096 Yerba Buena Avenue, Emeryville, CA 94608
 Ph: (510) 652-4712 (510) 652-4790 Fax

Firm Registration No. PR 4263	Report No. 90900	Escrow No.
Ordered By: DON MARX 3311 MADERA AVENUE OAKLAND, CA 94619	Property Owner/Party of Interest DON MARX 3311 MADERA AVENUE OAKLAND, CA 94619 AMY HOLT 4722 FAIR AVENUE OAKLAND, CA 94619	Report Sent To: KELLER WILLIAMS REAL ESTATE 4341 PIEDMONT AVENUE OAKLAND, CA 94611 Attn: DAVE & CARLA HIGGINS

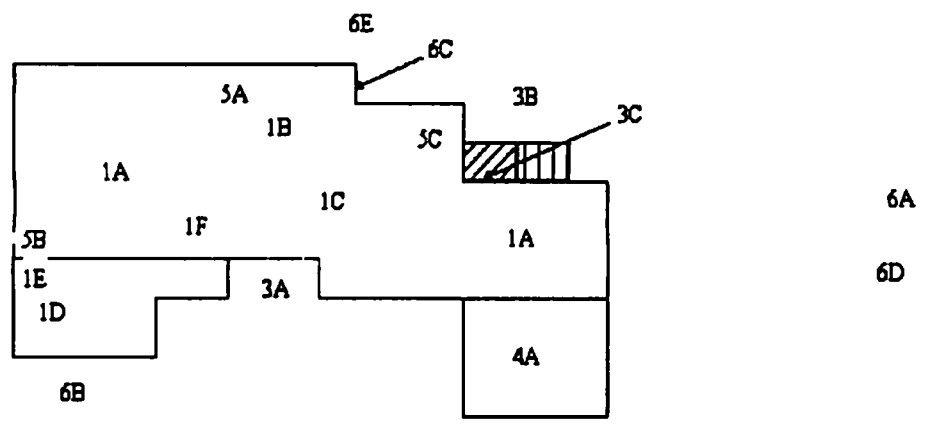
COMPLETE REPORT
 LIMITED REPORT
 SUPPLEMENTAL REPORT
 REINSPECTION REPORT

General Description: SINGLE FAMILY, SINGLE STORY, STUCCO EXTERIOR, FURNISHED AND OCCUPIED	Inspection Tag Posted: SUBAREA
	Other Inspection Tags: NONE CURRENT

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

Subterranean Termites
 Drywood Termites
 Fungus/Dryrot
 Other Findings
 Further Inspection

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



Inspected by JOHN YEE License No. FR 37660 Signature

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

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 or www.pestboard.ca.gov.

43M-41 (Rev. 10/01)

3311

MADERA AVENUE, OAKLAND CA 94619

6/16/2009

90900

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

A. 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 tearing out lumber, masonry or finished work; areas behind stoves, refrigerators or beneath floor coverings, furnishings; 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 eaves were visually inspected from ground level only. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims. 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.

B. 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(i). 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.

C. This company will reinspect repairs done by others within 4 months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs.

D. EAST BAY STRUCTURAL & TERMITE CO. will reinspect, BUT NOT APPROVE, work performed by others. Although our company will reinspect work performed by others, we will offer no guarantees as to the quality of workmanship or of material used, even if the work is acceptable. If any guarantees or warranties are required or desired for work performed by others, we advise that you obtain same from the contractor or person that has performed the work, prior to close of escrow.

E. This report includes findings related to the presence/non-presence of wood destroying organisms and/or visible signs of leaks in the accessible portions of the roof. The Inspector did not go onto the roof surface due to possible physical damage to the roof, or personal injury. No opinion is rendered nor guarantee implied concerning the water-tight integrity of the roof or the condition of the roof and roofing materials. If interested parties desire further information on the condition of the roof, we recommend that they engage the services of a licensed roofing contractor.

F. 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. 8516G. Sunken or below grade showers or tubs are not water tested due to their construction.

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

H. During the process of treatment or replacement it may be necessary to drill holes through tiles or other floor coverings; These holes will then be sealed with concrete. We will exercise due care but assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting.

I. We assume no responsibility for damage to any Plumbing, Gas or Electrical lines, etc., in the process of pressure treatment of concrete slabs or replacement of concrete or structural timbers.

J. Your termite report and clearance will cover EXISTING infestation or infection which is outlined in this report. If Owner

3311

MADERA AVENUE, OAKLAND CA 94619

6/16/2009

90900

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

of property desires coverage of any new infestation it would be advisable to obtain a Control Service Policy which would cover any new infestation for the coming year.

K. I agree to pay reasonable attorney's fees if suit is required by this COMPANY to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgement.

L. The total amount of this contract is due and payable upon completion of work unless otherwise specified. A finance charge computed at a Monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.

M. 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.

N. Owner/agent/tenant acknowledges and agrees that inspection of the premises will not include any type of inspection for the presence or non-presence of asbestos or lead and that this report will not include any findings or opinions regarding the presence or non-presence of asbestos or lead in, upon or about the premises, we recommend that you contact a contractor specifically licensed to engage in asbestos or lead related work. Further, should we discover the presence of asbestos or lead during our inspection of the premises or should our inspection of the premises cause a release of asbestos or lead dust or particles, owner/agent/tenant shall be solely responsible for the cleanup, removal and disposal of the asbestos or lead and the cost thereof. Owner/agent/tenant hereby agrees to waive any and all claims against this Company which are in any way related to the presence of asbestos or lead on the premises and further agrees to indemnify and hold this company harmless from any and all claims of any nature asserted by any third party, including this Company's employees, which is in any way related to the presence of asbestos or lead on the premises.

O. During the course of repairs, if damage is found to extend further than outlined below, this estimate includes repairs of the area. Should others perform repairs as outlined in this report, they should also assume responsibility for any additional damage that is uncovered during the course of said repairs.

3311	MADERA AVENUE, OAKLAND CA 94619	6/16/2009	90900
BUILDING NO.	STREET, CITY, STATE, ZIP	INSPECTION DATE	REPORT NO.

THIS EXPLAINS THE SCOPE AND LIMITATIONS OF A STRUCTURAL PEST CONTROL INSPECTION. THIS IS A WOOD DESTROYING PEST AND ORGANISMS INSPECTION REPORT. THIS INSPECTION IS PERFORMED AND CONTAINS INFORMATION AS GOVERNED BY THE STRUCTURAL PEST CONTROL ACT, ITS RULES AND REGULATIONS. THIS INSPECTION IS OF EVIDENCE OF INFESTATIONS OR INFECTIONS OF THE VISIBLE AND ACCESSIBLE AREAS ON THE DAY OF INSPECTION. STRUCTURES HAVE INACCESSIBLE AREAS. IF PERSONAL BELONGINGS, FURNITURE OR FLOORCOVERING ARE REMOVED, OR EXTERIOR WALL COVERINGS REMOVED AND AN INFESTATION OR INFECTION OR DAMAGED WOOD IS FOUND AT THAT TIME, A SUPPLEMENTAL REPORT WILL BE WRITTEN ON THE FINDINGS AND RECOMEMNDATIONS AND COST TO REPAIR THOSE AREAS. THIS PROPERTY WAS NOT INSPECTED FOR THE PRESENCE OR ABSENCE OF HEALTH RELATED MOLDS AND 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.

THIS IS A SEPARATED REPORT. IT IS DEFINED AS SECTION 1 & SECTION 2 CONDITIONS EVIDENT ON THE DATE OF INSPECTION.

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

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

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

SUBAREA-VENTILATION:

- ITEM 1A At the basement, there are two rooms which have wood floorcovering layed on top of concrete. The underside is inaccessible for inspection and we do not guarantee inaccessible areas.
***** Information Item *****
- ITEM 1B In slab floor type of construction, it is possible for subterranean termite infestation to be concealed and not evident at the time of our inspection.
***** Information Item *****
- ITEM 1C There are finished walls setting on concrete slab. Areas behind finished walls are considered inaccessible to inspection.
***** Information Item *****
- ITEM 1D Fungus infected cellulose debris (wood, paper products) was noted on the subarea soil.

RECOMMENDATION: Remove the cellulose debris of a rakeable size from the subarea and dispose of.
***** This is a Section 1 Item *****

3311

MADERA AVENUE, OAKLAND CA 94619

6/16/2009

90900

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

SUBAREA-VENTILATION:

ITEM 1E There is fungus and dry rot noted to the underside of the toilet, the damage is minor.

RECOMMENDATION: From underneath, trim out the damaged wood and repair as necessary. We will then treat the adjacent areas with Tim-Bor as per manufacturer's label instruction for the control of fungus dry rot.

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

ITEM 1F There is fungus and dry rot to the bottom of the wood panelings and cabinets. At the time of this inspection, the damage is minor and appears to be seeping up from the concrete.

RECOMMENDATION: We will trim out the damaged wood and replace with new.

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

PORCHES-STEPS-DECKS-PATIO:

ITEM 3A Peeling paint was noted at the entry way. No staining was noted, however, the owner should contact a roofer to determine the watertightness of the roof.

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

ITEM 3B Fungus and dry rot was noted to the rear porch and stairs.

RECOMMENDATION: We will remove the damaged wood as necessary, we will then replace the framing with all new pressure treated wood and con.ht. redwood decking boards and tread. We will also make necessary adjustments to the railings to comply to current building codes.

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

ITEM 3C Fungus and dry rot was noted to the door sill of the rear door adjacent to the stairs mentioned in item 3B.

RECOMMENDATION: We will remove the damaged door sill, break out stucco as necessary, remove all the damaged wood and replace with new.

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

GARAGES:

ITEM 4A The garage has finished ceilings and walls. This creates areas inaccessible for inspection. We do not give guarantees for inaccessible areas.

INACCESSIBLE AREA ITEM.

***** Information Item *****

INTERIOR--STALL SHOWER-ATTIC:

ITEM 5A Staining was noted to the wall underneath the window. Damage was noted to the wallcovering, this is in the living room area. On the exterior, there were existing holes and I was able to pry into the stucco and also into the wallcovering on the interior and did not note any additional damage at this time.

RECOMMENDATION: The owner is advised to contact the appropriate professionals to make repairs and to seal the windows. NOTE: In order to know for sure there is no damage to wood members behind the walls, both the exterior stucco and the interior wallcovering may need to be removed in sections. That can be done upon request.

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

3311

MADERA AVENUE, OAKLAND CA 94619

6/16/2009

90900

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

INTERIOR--STALL SHOWER-ATTIC:

ITEM 5B Loose tiles with evidence of water penetration resulting in fungus and dry rot was noted.

RECOMMENDATION: Remove all tiles from the tub. Remove existing backerboard. Remove and replace all damaged framing. Install new moisture barrier, cement boards and new tiles to the tub walls. Reset plumbing as necessary.

NOTE: Our price allowance for tile is \$3.00 per square foot. Any cost beyond this will be considered an upgrade and there will be an additional charge.

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

ITEM 5C Staining was noted to the underside of the window at the area indicated by 5C.

RECOMMENDATION: The owner is advised to contact the appropriate professionals to seal the windows to prevent any further water intrusion.

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

EXTERIOR-ABUTMENTS:

ITEM 6A Fungus and dry rot was noted to the soffits and rafter ends at various areas around the structure.

RECOMMENDATION: We will remove the damaged wood and replace with all new materials.

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

ITEM 6B Fungus and dry rot was noted to a three light swing out window.

RECOMMENDATION: We will remove the damaged window sash and replace with new. Prime paint with one coat of primer and re use existing hardware. NOTE: Finish paint is additional.

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

ITEM 6C The lower rear door leading to the basement was noted to be extremely weathered.

RECOMMENDATION: The owner is advised to contact the appropriate professionals to *re paint* and seal this door.

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

ITEM 6D Window sash other than those outlined in this report were noted to be badly weathered. The owner is advised to keep all window sash and glazing well sealed and painted to preclude the entrance of moisture onto unprotected wood.

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

ITEM 6E At the corner indicated by 6E, there was broken stucco noted. I was able to probe the wood members and found damage to the framing.

RECOMMENDATION: Break out stucco as necessary, remove all the damaged wood and replace with all new materials. We will install new paper and wire and re stucco to match existing texture as close as practical. NOTE: This bid is limited to 3 ft. from either side of the corner and up to the window line.

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

3311

MADERA AVENUE, OAKLAND CA 94619

6/16/2009

90900

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

GENERAL NOTES

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

The attic was not inspected due to the type of construction. Should the owner request and after we have received a written waiver of responsibility for the possibility of damage to finished ceilings during the course of an inspection, we will return to the property, inspect and issue a supplemental report outlining our complete findings.

IT IS OUR OPINION THAT A BUILDING PERMIT IS REQUIRED FOR THE FOLLOWING ITEMS: 3B, 5B, 6E,

NOTE: IF THE CITY BUILDING DEPARTMENT, FOR THE PURPOSE OF ISSUING A BUILDING PERMIT, REQUIRES ANY ADDITION TO THE "TERMITE REPORT" SUCH AS PLANS, DRAWINGS, ENGINEERING OR ANY OTHER CITY REQUESTS AT TIME OF APPLICATION OR UPON FINAL INSPECTION, THERE WILL BE ADDITIONAL COSTS.

3311

MADERA AVENUE, OAKLAND CA 94619

6/16/2009

90900

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

OCCUPANTS CHEMICAL NOTICE

East Bay Structural & Termite Company will use pesticide chemical(s) specified below for the control of wood destroying pests or organisms in locations identified in the Structural Pest Control report as indicated above.

(1) The pest(s) to be controlled:

- Subterranean termites, Fungus or dry rot, Beetles, Dry-wood termites, Other

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

- A. Premise foam, B. Copper naphthenate, C. Tim-bor, D. Vikane, E. Premise 75, F. Premise gel, G. Bora-care, H. Premise 2

(3) State Law requires that you be given the following information: CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency.

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center at (800) 876-4766 and your pest control company immediately.

For further information, contact any of the following:

- East Bay Structural & Termite Company, Alameda County Agriculture Commissioner, Alameda County Health Department, Contra Costa County Health Department, Contra Costa County Agriculture Commissioner, Poison Control Center, Structural Pest Control Board

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

NO CHEMICAL APPLICATION WILL BE PERFORMED UNTIL SUCH TIME THAT THIS NOTICE IS RETURNED. HAVING READ THE INSTRUCTIONS, I, THE UNDERSIGNED, UNDERSTAND THE AFOREMENTIONED.

OWNER/OCCUPANT

DATE

1096 Yerba Buena Avenue, Emeryville, CA 94608

Ph: (510) 652-4712 (510) 652-4790 Fax

WORK AUTHORIZATION CONTRACT

Address of Property: 3311 MADERA AVENUE, OAKLAND CA 94619

Inspection Date: 6/16/2009

Report #: 90900

Title Co. & Escrow #: Escrow #

SECTION 1	SECTION 2	FURTHER INSPECTION
1D \$ 120.00	3A OTHERS	
1E \$ 295.00	5A OTHERS	
1F \$ 300.00	5C OTHERS	
3B \$ 4280.00	6C OTHERS	
3C \$ 2240.00	6D OWNER	
5B \$ 3600.00		
6A \$ 1160.00		
6B \$ 475.00		
6E \$ 5140.00		

We Authorized the Following Section 1 Items to be Performed.

1D, 1E, 1F, 3B, 3C, 5B, 6A, 6B, 6E

We Authorized the Following Section 2 Items to be Performed.

3A, 5A, 5C, 6C, 6D

We Authorized the Following Items for Further Inspection.

Proposed Cost Section 1: \$17,610.00

Proposed Cost Section 2: \$0.00

Proposed Cost Fur.Insp.: \$0.00

PERMITS & COSTS \$ 1240.00

Total - All Sections: \$18,850.00

MOLD DISCLAIMER

There may be health related issues associated with the structural repairs reflected in the inspection report referenced by this Work Authorization Contract. These health issues include but are not limited to the possible release of mold spores during the course of repairs. We are not qualified to and do not render any opinion concerning such health issues or any special precautions. Any questions concerning health issues or any special precautions to be taken prior to or during the course of such repairs should be directed to a Certified Industrial Hygienist before any such repairs are undertaken.

BY EXECUTING THIS WORK AUTHORIZATION CONTRACT, CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS BEEN ADVISED OF THE FOREGOING AND HAS HAD THE OPPORTUNITY TO CONSULT WITH A QUALIFIED PROFESSIONAL.

I have read this work authorization contract and WDO inspection report it refers to. SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE WORK WILL BE SCHEDULED. I have read and understand the terms of this work authorization contract and hereby agree to all

APPROVED AND READ BY: _____

DATE _____

ACCEPTED FOR: _____

DATE _____

EAST BAY STRUCTURAL & TERMITE COMPANY

1096 Yerba Buena Avenue, Emeryville, CA 94608

Ph: (510) 652-4712 (510) 652-4790 Fax

WORK AUTHORIZATION CONTRACT

Address of Property: 3311 MADERA AVENUE, OAKLAND CA 94619**Inspection Date:** 6/16/2009**Report #:** 90900**Title Co. & Escrow #:** Escrow #

CUSTOMER INFORMATION

The total amount of this contract is due and payable upon completion of the work listed above unless otherwise specified. Only the work specified in the contract is being done at this time due to owners wishes. ANY WORK PERFORMED AGAINST AN EXISTING TITLE ESCROW WILL BE THE FINANCIAL RESPONSIBILITY OF THE PARTY ORDERING THE WORK. IN THE EVENT OF A CANCELLED TITLE ESCROW.

Work completed (LABOR) by operator shall be guaranteed for a period of one year from completion. Toilet plumbing(parts supplied by this firm), showers, floors or any measures for the control of moisture are guaranteed for (30) days only. Chemical treats are guaranteed for two years. Only the areas treated are guaranteed.

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

All repairs performed by others must be re-inspected by OUR COMPANY before a CERTIFICATION will be issued. We do not guarantee work completed by others. Any repairs completed by others must be guaranteed in writing and submitted to OUR COMPANY before a CERTIFICATION will be issued. This firm does not make statements concerning workmanship. Workmanship is only determinable by those paying for or receiving those services.

NOTICE: The charge for service that this company subcontracts to another company may include the companys charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor.

Our inspectors are not equipped with 40 ft. ladders therefore all two story building will not be inspected at the eaves unless requested.

NOTE TO OWNER: Under California Mechanics Lien Law any structural pest company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not pad for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company if full if the subcontractor, laborers or suppliers remain unpaid. NOTE: Inspection fee is billed separately above any work costs.

To preserve there right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A preliminary notice is not a lien against your property. Its purpose is to notify your of persons who may have a right to file a lien against your property if they are not paid.

Our prices are subject to change after 90 days. Our minimum charge is \$250.00.