



***Pacific Auction Exchange of San Diego
13278 Luckett Ct, San Diego, CA 92130***

BID PACKAGE RECEIPT

SUBJECT PROPERTY LOCATION: 5750 Cumberland St, San Diego, CA 92139

AUCTION DATE/LOCATION: Saturday, March 31 at 11:07am PST, to be held on site.

I, _____, as a bidder, have received and reviewed the
(PRINT BIDDER'S NAME)

Bid Package for the above referenced property. I understand that any bid I make at the auction is without contingency and that the property is being offered on an "as is, where is" basis, "with all faults, if any." I have performed all of the diligence I deem necessary to bid on the property. I understand that an additional 5% (five percent) non-refundable deposit is required immediately should I be declared the winner of the auction. I also understand that a 10% buyer's premium will be added to the final bid and included in the total contract purchase price.

The Bid Package I received and reviewed contains the following:

- | | |
|---|---|
| 1) This Bid Package Receipt | 8) Lead-Based Paint Hazards Disclosure |
| 2) Auction Brochure/Terms of Auction & Agency Disclosure | 9) Smoke Detector Statement of Compliance |
| 3) Preliminary Title Report (Fidelity National Title Co) | 10) Water Heater Statement of Compliance |
| 4) Natural Hazard Disclosure/Property Tax Report (Geologix) | 11) Residential Earthquake Report Form |
| 5) Transfer Disclosure Statement | 12) Termite Report |
| 6) Supplemental Statutory Disclosures | 13) Zoning information from City of San Diego |
| 7) Statewide Buyer and Seller Advisory | 14) Auction Purchase Agreement |

Bidder Signature

Bidder Signature

Print Name **date**

Print Name **date**

Bidder's Tel: _____

Secondary Tel: _____

Email: _____ **Street Address:** _____

All information in this package was derived from sources believed to be correct, but is not guaranteed. ALL PROPERTY MEASUREMENTS ARE APPROXIMATE. It is the buyer's responsibility to verify all property specifications prior to auction. PAX of San Diego IS AN AGENT OF THE SELLER. PAX of San Diego has a financial interest in the property. THE INFORMATION CONTAINED HEREIN IS BELIEVED TO BE RELIABLE BUT BIDDER IS RESPONSIBLE FOR VERIFYING ALL FACTS. NEITHER SELLER NOR BROKER ASSUMES LIABILITY FOR ANY INACCURACIES. Property is being sold on an "AS IS, WHERE IS" basis, "WITH ALL FAULTS, IF ANY," without warranty by the owner or owner's agent. Property subject to prior sale.



Classic Architecture!



Beautifully Landscaped!

5750 Cumberland St, San Diego, CA 92139 (Paradise Hills)

AUCTION!

Saturday, MARCH 31, at 11:07am

Welcome to Paradise! 3bd/1ba Single Family Home on an 8,300 sf lot!

For sale to the highest bidder after the bid hits

\$299,000

excluding buyer's premium

- *Beautifully Landscaped
- *New Kitchen (plus stove & refrig)
- *New torch down roof
- *New tile and carpeting
- *New Heating
- *Many new electrical components
- *New Bathroom
- *New paint inside & out

ZONED FOR 2 UNITS/GREAT INVESTMENT TO LIVE IN!

Pacific Auction Exchange of San Diego
1(888)712-DONE
www.SDRealEstateAuction.com



Ron Blake
"DONE!"



New Patio!



New Bathroom!



AUCTION PREVIEWS:

Sunday, March 18 from 11am-1pm
Sunday, March 25 from 11am-1pm
and by lockbox for agents

TERMS of AUCTION

BIDDER REGISTRATION: All prospective buyers must register to bid. A cashier's check or certified check payable to **Pacific Auction Exchange of San Diego - Trust Account** in the amount of **\$12,500** will be required to bid on the property. The successful bidder will be required to deposit the cashier's check (non-refundable) and an additional 5% (five percent) of the purchase price (non-refundable) into the Broker's Trust Account at the auction until time of closing. If an acceptable bank prequalification letter has been delivered to and accepted by PAX of San Diego in writing prior to auction, the additional 5% deposit may be waived. A 10% Buyer's Premium will be added to the final bid and included in the total contract price.

CLOSING: Closing will take place within thirty (30) days of the auction. A Grant Deed will be supplied by the seller at the seller's expense, giving marketable title subject to restrictions of record. Taxes are prorated. Title insurance will be at the buyer's expense.

BIDDER'S INFORMATION PACKAGE: A package of information has been assembled for the property and includes a Preliminary Title Report, Natural Hazard Disclosure Report, Transfer Disclosure Statement and other information. Bidder's are required to obtain and review Bidder's Packages prior to the auction.

PROPERTY INSPECTION: Preview of the property is essential. Property is being sold in "as is, where is" condition "with all faults, if any." Property will be sold subject to easements, restrictions, zoning and other matters of record. Announcements made from the podium at the time of auction take precedence over all printed material.

CONDUCT OF AUCTION: Conduct of auction and increments of bidding are at the discretion of PAX of SAN DIEGO. PAX of SAN DIEGO reserves the right to deny any person admittance to the auction. **Open outcry auction to take place at 5750 Cumberland St, San Diego on Saturday, March 31 at 11:07am.** Broker ID #01499312 Bond #FS7011648.

BROKER PARTICIPATION INVITED: Subject to established PAX of SAN DIEGO guidelines. Property registered brokers are eligible for a fee of two percent (2%) of the winning bid price payable upon closing to the broker whose prospect pays and closes on the property. Brokers must register no later than Friday, March 30, 2007.

AUCTION PURCHASE AGREEMENT: The winning bidder of the auction will be required to immediately complete and sign the Pacific Auction Exchange Auction Purchase Agreement, a copy of which is included in the bidder's package.

NO CONTINGENCIES: Purchase of the property is **NOT SUBJECT TO ANY CONTINGENCIES.**

AGENCY DISCLOSURE: It is understood that PAX of SAN DIEGO is acting in the capacity of real estate broker on behalf of the seller. The seller and PAX of SAN DIEGO have executed a listing agreement which provides for the payment of a commission to PAX of SAN DIEGO upon the sale of the real property.

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PAX of San Diego
 13278 Luckett Ct
 San Diego, CA 92130

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CALIFORNIA
ASSOCIATION
OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS

(As required by the Civil Code)
(C.A.R. Form AD, Revised 4/06)

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

SELLER'S AGENT

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

To the Seller:

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

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

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

BUYER'S AGENT

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

To the Buyer:

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

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

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

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

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

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

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

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.

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

☐ BUYER ☒ SELLER

Pacific Auction Del Mar

Date March 3, 2007

Time 8 ☒ AM ☐ PM

☐ BUYER ☐ SELLER

Date _____

Time _____ ☐ AM ☐ PM

AGENT Ron Blake

(Please Print)

By Ron Blake

(Associate-Licensee or Broker Signature)

Date 03/03/2007

THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer, the Listing Agent shall have one AD form signed by Seller and one signed by Buyer.
- When Buyer and Seller are represented by different brokerage companies, the Listing Agent shall have one AD form signed by Seller and the Buyer's Agent shall have one AD form signed by Buyer and one AD form signed by Seller.

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Published and Distributed by:

REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



AD REVISED 4/06 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS (AD PAGE 1 OF 2)

Agent: Ronald Blake

Phone: (858) 755 - 1916

Fax: (858) 630 - 3806

Prepared using WINForms® software

Broker: Pacific Auction Exchange of San Diego 13278 Lockett Ct San Diego, CA 92130

CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or
(Name of Selling Agent if not the same as the Listing Agent) ☐ both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Buyer's Initials () ()
Seller's Initials () ()

Reviewed by Date





Fidelity National Title Company OF CALIFORNIA

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Fidelity National 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

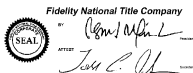
The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum 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.

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.

The Policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a California Corporation.

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.




Countersigned



Fidelity National Title Company

760 Garden View Court #100 Encinitas, CA 92024
(760) 479-4300 FAX (760) 943-1368

PRELIMINARY REPORT

ESCROW OFFICER: Tim Szucs
TITLE OFFICER: Jerry Digdigan / (619-725-2112)

ORDER NO.: 07-2905914

LOAN NO.:

TO: Pacific Auction Exchange of San Diego
13278 Lucketta Court
San Diego, CA 92130

ATTN: Ron Blake
YOUR REFERENCE.: 4315224-TS

SHORT TERM RATE: Yes

PROPERTY ADDRESS: 5750 Cumberland Street, San Diego, California

EFFECTIVE DATE: February 23, 2007, 07:30 A.M.

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

American Land Title Association Homeowner's Policy of Title For a One-To-Four Family Residence (10/22/03)

American Land Title Association Loan Policy (10-17-92) with A.L.T.A. Form 1 Coverage

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Ronald Blake and Susan Blake, husband and wife as joint tenants

3. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

LAB\LAB 03/05/2007

EXHIBIT "ONE"

Lot 19, Block 18 of Paradise Hills, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 1936, filed in the Office of the County Recorder of San Diego County, August 26, 1926.

Assessors Parcel No.:587-182-19

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2007-2008.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation code of the State of California.
3. Any rights, interests, or claims of parties possession of the land not shown by the public records.
4. Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, martial status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: February 7, 1927, Book 1283, Page 429, of Deeds

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

5. Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, martial status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: May 20, 1942, Book 1354, Page 72, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

6. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Carlos J. Tavares ET AL
Purpose: Public utilities, Ingress and Egress
Recorded: August 17, 1942, Book 1383, Page 387, of Official Records
Affects: As shown in said document.

The exact location and extent of said easement is not disclosed of record.

Reference is made to said document for full particulars.

and re-recorded October 9, 1946, Book 2255, Page 195, of Official Records

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document;

Granted to: San Diego Gas and Electric Company
Purpose: Public utilities
Recorded: October 31, 1944, Book 1707, Page 192, of Official Records
Affects: As shown in said document.

Reference is made to said document for full particulars.

8. Covenants, conditions and restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: October 9, 1946, Book 2255, Page 195, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

9. Any rights of the parties in possession of a portion of, or all of, said land, which rights are not disclosed by the public record.

This Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage. The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

10. In order to complete this report, this Company requires a Statement of Information to be completed by the following party,

Party: Ronald Blake and Susan Blake

The Company reserves the right to add additional items or make further requirements after review of the requested Statement(s) of Information.

11. This company will require a statement of information from the parties named below in order to complete this report, based on the effect of documents, proceedings, liens, decrees, or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens or encumbrances thereon. After review of the requested Statement(s) of Information the Company may have additional requirements before the issuance of any policy of title insurance.

Parties: The Buyers in this Transaction

(Note: The statement of information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed statement of information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the statement of information is essential and will be kept strictly confidential to this file).

12. This Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below.

Corporation: Pacific Auction Del Mar,

- (a) A copy of the corporation By-Laws and Articles of Incorporation.
- (b) An original or certified copy of the Resolution authorizing the transaction contemplated herein.
- (c) If the Articles and/or By-Laws require approval by a "parent" organization, a copy of the Articles and By-Laws of the parent.

The right is reserved to add requirements or additional items after completion of such review.

END OF ITEMS

- Note 1. Note: The ALTA Homeowners Policy of Title Insurance (10-17-98) contains specific deductible amounts and specific liability maximums for Covered Risk numbers 14, 15, 16 and 18 of said policy that have been filed and approved by the various Departments of Insurance where the forms have been filed. Please consult with your escrow or title officer if you have questions regarding the policy.
- Note 2. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
- Note 3. The Company is not aware of any matters which would cause it to decline to attach the CLTA Endorsement Form 116 indicating that there is located on said land single family dwelling known as 5750 Cumberland Street, San Diego, CA to an Extended Coverage Loan Policy.
- Note 4. The only deeds affecting said land, which recorded within twenty-four (24) months of the date of this report, as are follows:
- Grantor: Donnan Mandell and Brigitte Mandell, husband and wife
Grantee: Ronald Blake and Susan Blake, husband and wife as joint tenants
Recorded: February 14, 2007, Instrument No. 2007-0105007, of Official Records
- Note 5. The charge for a policy of title insurance, when issued through this title order, will be based on the Short Term Rate.

- Note 6. Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts are:

APN:	587-182-19
Fiscal year	2006-2007
1st Installment:	\$644.09 PAID
2nd Installment:	\$644.09 PAID
Exemption:	\$None
Land:	\$48,082.00
Improvements:	\$66,195.00
Personal Property:	\$None
Code Area:	08001

- Note 7. If property taxes are posted paid less than 45 days from the issuance of the policy contemplated by this report, the Company will hold the amount of the tax, plus delinquency and penalty until verification of payment is received. If verification has not been received within 45 days of the issuance of the policy contemplated, the Company will pay the taxes due. If property taxes have been paid through an impound account and we are furnished written confirmation of same or you can provide a copy of the canceled check, this requirement may be waived.

If a monthly payment for any deed of trust to be paid in full is made less than 30 days from the issuance of the policy contemplated by this report, the Company will hold an amount equal to that payment until verification of payment is received from the lender. If verification has not been received within 30 days of the issuance of the policy contemplated, the funds held will be forwarded to the lender. If a canceled check or other form of proof of payment can be furnished, this requirement may be waived.

- Note 8. If a County Recorder, Title Insurance Company, Escrow Company, Real Estate Broker, Real Estate Agent or Association provides a copy of a Declaration, Governing Document or Deed to any person, California Law requires that the Document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any Document provided or included as a cover page attached to the requested Document. Should a party to this transaction request a copy of any Document reported herein that fits this category, the statement is to be included in the manner described.

- Note 9. The current owner does NOT qualify for the \$20.00 discount pursuant to the coordinated stipulated judgments entered in actions filed by both the Attorney General and private class action plaintiffs for the herein described property.

- Note 10. NOTE: The Policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

- Note 11. Section 12413.1, California Insurance Code became effective January 1, 1990. This legislation deals with the disbursement of funds deposited with any title entity acting in an escrow or subescrow capacity. The law requires that all funds be deposited and collected by the title entity's escrow and/or subescrow account prior to disbursement of any funds. Some methods of funding may subject funds to a holding period which must expire before any funds may be disbursed. In order to avoid any such delays, all fundings should be done through wire transfer, certified check or checks drawn on California financial institutions.

12. ~~Note~~ charge where an order is cancelled after the issuance of the report of title, will be that amount which in the opinion of the Company is proper compensation for the services rendered or the purpose for which the report is used, but in no event shall said charge be less than the minimum amount required under Section 12404.1 of the Insurance Code of the State of California. If the report cannot be cancelled "no fee" pursuant to the provisions of said Insurance Code, then the minimum cancellation fee shall be that permitted by law.
- Note 13. California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.



Fidelity National Title Company
OF CALIFORNIA

Notice

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 November 1, 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 your current transaction, you do not have to do anything; the Company will provide the discount, provided you are paying for escrow or title services in this transaction.

If your previous transaction involved property different from the property that is the subject of your current transaction, you must - prior to the close of the current transaction - inform the Company 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.

Unless you inform the Company of the prior transaction on property that is not the subject of this transaction, the Company has no obligation to conduct an investigation to determine if you qualify for a discount. If you provide the Company information concerning a prior transaction, the Company is required to determine if you qualify for a discount which is subject to other terms and conditions.

Effective through November 1, 2014

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



814 Pacific Street Placerville, CA 95667 Voice 800-984-6277 530-626-0793 Fax 800-347-3941 530-642-4269

Natural Hazard Disclosure Statement

This statement applies to the following property: 5750 CUMBERLAND ST., SAN DIEGO, CA 92139-3008

APN: 587-182-19-00

County: SAN DIEGO COUNTY

Escrow #: 4315224

The Transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective Transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. The following are representations made by the Transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the Transferee and the Transferor.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

Yes	No	Hazard Description:
	X	SPECIAL FLOOD HAZARD AREA Any type Zone "A" or "V" designated by the Federal Emergency Management Agency. Do not know and information not available from local jurisdiction ____
	X	AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code. Do not know and information not available from local jurisdiction ____
	X	A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
	X	A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
	X	AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
		A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code. Yes (Landslide Zone) ____ Yes (Liquefaction Zone) ____ Map not yet release by State <u>X</u>

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

Certificate # 20070305-130877

Date March 5, 2007

Signature of Transferor _____

Date _____

Signature of Transferor _____

Date _____

Signature of Agent _____

Date _____

Signature of Agent _____

Date _____

Check only one of the following:

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

This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) GeoLogix Disclosures, LLC

Date March 5, 2007

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the Transferor's or Agent's disclosure obligations in this transaction.

Signature of Transferee _____

Date _____

Signature of Transferee _____

Date _____

END OF STATUTORY FORM

Transferor discloses that he/she does, does not have actual knowledge of the property being within one mile of an area once used for military purposes [Formerly Used Defense Sites, or FUDS] which may contain potentially explosive munitions. See Addendum MI for details.

Transferor discloses that he/she does, does not have actual knowledge of the property being located within an Industrial Use Zone. See Addendum MI for details.

Signature of Transferor _____ Date _____ Signature of Transferor _____ Date _____

Transferee represents that he/she has read and understands the Airport Proximity, Megan's Law, Mold and Radon, and Supplemental Tax disclosures enclosed.

Signature of Transferee _____ Date _____ Signature of Transferee _____ Date _____

Natural Hazard Disclosure Report

Terms and Conditions for this Natural Hazard Disclosure Statement

Transfer of Liability and the Law:

By its own terms the NHD Law speaks of "representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn and/or approved by state and federal governments" per California Civil Code §1103.2(a). Your Natural Hazard Disclosure report has been carefully prepared by the staff of GeoLogix Disclosures, LLC (hereafter referenced as "GeoLogix"), which has combined experience and skill in cartography, geography, geology, and forestry. Preparation of your report by GeoLogix relieves the transferor and the listing and selling real estate agent(s) from liability regarding the report, as provided for by California Civil Code §1103.4.

The disclosures contained in this report are valid as of the date of certification shown on the Statement, or statutory form (Page 1 of this report). Furthermore, in accordance with California Civil Code §1103.5, the disclosure duties of the transferor and his or her agent shall have been met upon delivery of this Natural Hazard Disclosure Statement; neither shall be required to provide notice to the transferee if the information provided subsequently becomes inaccurate as a result of any governmental action, map revisions, changed information or other act or occurrence, unless the transferor or agent has actual knowledge that the information has become inaccurate. Likewise, GeoLogix shall have no duty to notify transferor or his or her agent of subsequent changes to the information contained within this report.

Indemnification and Limitation of Liability:

GeoLogix provides an indemnification for this disclosure, subject to other terms and conditions stated in this report, for any liabilities that may arise relative to the requirements of NHD Law and for no other purpose. GeoLogix maintains a minimum \$10,000,000 errors and omissions insurance policy to insure for negligent acts. This disclosure is not a substitute for a property damage insurance policy, and GeoLogix assumes no liability or responsibility for any costs or consequences arising due to the need, or lack of need, for a homeowners fire, flood or earthquake insurance policy. The report is to be used only by parties ordering the statutory Natural Hazard Disclosure Statement form required by NHD Law. There are no third-party beneficiaries. GeoLogix will not appear in court to defend or explain this report without being paid reasonable consulting fees and expenses unless such appearance is due to an error in this report.

IN NO EVENT SHALL GEOLOGIX BE LIABLE FOR DAMAGES IN EXCESS OF ACTUAL PROPERTY DAMAGE CAUSED BY A NATURAL DISASTER, OR \$2,000,000 WHICHEVER IS LESS, OR FOR AMOUNTS COVERED ELSEWHERE BY AN INSURANCE POLICY OR FEDERAL DISASTER ASSISTANCE.

GeoLogix offers indemnification with the following exceptions:

- If the ordering party submits incorrect or incomplete property information including but not limited to: 1) an incorrect address or assessor parcel number; 2) commercial properties not so identified, 3) common areas in condominiums and mobile home parks not so identified; or 4) subdivision maps that are incorrect or incomplete;
- If payment is not made within 60 days of escrow closing, or in the case of a builder within 60 days of invoice;
- For future sales transactions relating to this property;
- If errors, inaccuracies or omissions in this report were known to exist by recipient(s) and not disclosed to GeoLogix;
- For uses beyond the scope and intent of NHD Law.

Federal and State "Approved" Natural Hazard Maps:

GeoLogix relies on the official sources of approved maps prescribed by NHD Law, and only those maps, in determining natural hazard zones. No on-site or visual examination of the subject property site has been performed. Rather, GeoLogix has made this disclosure using diligence to interpret the official sources of approved maps relative to the location of the property as shown on tax maps, street maps and other sources. GeoLogix accepts no liability for errors in federal and/or state maps relative to NHD Law nor for errors or lack of maintenance in the county assessor parcel maps as available through resellers of this material.

ACCEPTANCE: USE OF THIS REPORT BY RECIPIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE CONDITIONS AND LIMITATIONS DESCRIBED ABOVE.

Explanation of Hazard Areas

This California residential property disclosure report provides determinations in compliance with California Civil Code §1103 for the subject property. The following explanations define and provide additional information regarding the six natural hazard areas defined by law.

Special Flood Hazard Area (SFHA)

An "A" or "V" zone Special Flood Hazard Area is defined as the 100-year flood plain, meaning that there is a 1-percent chance in any given year of a flood reaching the outer boundaries of the SFHA. Flooding may occur more frequently in the interiors of these zones as the property can be deeper in the flood plain than those on the edges. Flooding can and often does occur outside SFHAs and therefore this determination is made only with reference to FEMA's current maps and is not an opinion as to the subject property's susceptibility to flooding.

If you want to know more about flood plain management and flood conditions in your area, you should contact your local community official and/or you can order a "Flood Certification" from GeoLogix at 1-800-98-4-MAPS. A Flood Certification is prepared for the "structure" and provides more information, including whether or not your community participates in the National Flood Insurance program, thereby making insurance available. Your community official might be someone either in your city or your county government, depending on your area. Additional flood insurance information can be found at the FEMA web site at <http://www.fema.gov/nfip/>.

Area of Potential Flooding (Dam Inundation)

Any governmental agency, utility or other owner who operates a dam in the state of California must produce "dam inundation maps" showing any area(s) which might suffer flooding as a direct result of that dam's failure. The Water Code of the State of California defines a "dam" as any artificial barrier which is, or will be, 25 feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier or has, or will have, an impounding capacity of 50 acre-feet or more. Inundation zones are predicted assuming the reservoir or lake is at maximum capacity at the time of dam failure. In order to comply with Natural Hazard Disclosure AB 248, the dam operator must prepare and submit Dam Inundation Maps to the California State Office of Emergency Services for review and official approval. A Dam Inundation Zone refers to an area predicted to be inundated by water downward of a dam or levee in the event that an immediate and complete failure or breach of the dam occurs.

This disclosure is not an opinion as to whether or not a property will be subject to flooding due to a dam failure. Rather, it is solely a determination as to whether or not a property is within one or more dam inundation zones on maps "approved" by the California State Office of Emergency Services.

For more information about dam inundation zones, call the State Division of Dam Safety or your State or your local County Office of Emergency Services. More information can be found on the Internet at <http://www.oes.ca.gov/dim.nsf>.

Very High Fire Hazard Severity Zone

Very High Fire Hazard Severity Zones are generally incorporated areas that are not defined as State Responsibility Areas where a heavy accumulation of tree and/or brush fuels, and possibly steep slopes, may make it difficult to retard the rate of spread and intensity of fire. Runaway wildfire in these areas can threaten both property and life.

This disclosure is not an opinion as to the susceptibility of the subject property to wildfire. Rather this determination is made with reference to maps produced by the California State Department of Forestry, as to whether or not the subject property falls within a Very High Fire Hazard Severity Zone.

Conditions within High Fire Hazard Severity Zones can be highly variable. You might consider requesting an on-site inspection of your property from a professional to get an opinion as to the degree of danger as well as mitigation measures. For more information on this zone description and steps to be taken to reduce fire risk, contact your local fire department, and/or visit <http://www.oes.ca.gov/dim.nsf>

Wildland Area That May Contain Substantial Forest Fire Risks and Hazards

A State Responsibility Area is an unincorporated region where, in the event of fire, the California Department of Forestry (CDF) has primary responsibility for fire suppression. Additionally, property owners in these areas "may" be protected by a local fire suppression agency. To inquire if such an arrangement has been made with a local agency, contact your local CDF office. The CDF fire suppression objective is to fight wildfires. They are not obligated by law to fight structural fires, although they often do.

This disclosure is not an opinion as to the susceptibility of the subject property to wildfire. Rather, it is simply a determination with reference to maps produced by the California Department of Forestry as to whether or not the subject property falls within a State Responsibility Area.

Wildfire fuel conditions within State Responsibility zones are highly variable. You might want to consider requesting a professional on-site inspection for an opinion as to the degree of wildfire danger and mitigation options. You may also get more information at <http://www.oes.ca.gov/dim.nsf>.

Earthquake Fault Zone

An Earthquake Fault Zone is a special studies (Alquist-Priolo) zone as determined by the California State Geologist and as determined with reference to maps published by the California State Department of Mines and Geology pursuant to AB 248. This zone delineates the area where an active fault trace exists, and where the possibility of surface rupture might occur in the event of an earthquake.

This disclosure is not an opinion as to the susceptibility of the subject property to earthquakes. Rather, it is simply a determination with reference to maps produced by the California State Department of Mines and Geology pursuant to AB 248 as to whether or not the subject property falls within a special studies (Alquist-Priolo) zone approved by the State Geologist. Many earthquake hazards exist outside the special studies zones.

For more information on the probability of an earthquake along this fault and how it may affect your property, contact the U.S. Geological Survey, Seismology Department, Menlo Park, Calif., under the Interior Department. The California State Department of Mines and Geology, as of Nov. 3, 1998, has more information available on the Internet at www.consrv.ca.gov/dmg/rghm/.

Seismic Hazard Zone

Seismic Hazard Zones are regulatory zones that encompass areas prone to liquefaction (failure of water-saturated soil) and earthquake-induced landslides. To be located within a Seismic Hazard Zone means that the state has determined the likelihood that weak soil and/or rock may be present beneath the property. If present, these weak materials can fail during an earthquake. Unless proper precautions are taken during grading and construction, the weakened conditions of soil or rock can lead to structural damage. If a property is undeveloped, a site-specific investigation by a licensed engineering geologist and/or civil engineer may be required before the parcel can be subdivided or before most structure building can be permitted.

For more information about ground shaking, liquefaction and potential landslides, contact your city engineer or the U.S. Geological Survey, Menlo Park, Calif., under the Department of the Interior. You can also visit the web page for the California Department of Mines and Geology for more information, at <http://www.consrv.ca.gov/dmg/rghm/>.

This disclosure is not an opinion as to the susceptibility of the subject property to earthquakes. Rather, it is simply a determination with reference to approved maps produced by the California State Department of Mines as to whether or not the subject property falls within this special zone approved by the State Geologist.

Airport Proximity**Date:** March 5, 2007**APN:** 587-182-19-00**Property Address:** 5750 CUMBERLAND ST., SAN DIEGO, CA 92139-3008

An inspection of relevant public records and/or maps indicates that the above listed property **is not** located within an Airport Influence Area as defined by §11010 of the Business and Professions Code and §1102.6, 1103.4 and 1353 of the Civil Code.

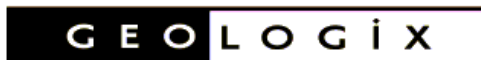
For further information, contact the following Office of the Airport Land Use Commission:

Linda Johnson
San Diego County Regional Airport Authority
3225 N Harbor Dr.
San Diego, CA 92101
Phone: (619)400-2463
FAX: (619)400-2458
Email: Ljohnson@san.org

California Assembly Bill AB 2776, § 496 became law on January 1st, 2004, amending §11010 of the Business and Professions Code and §1102.6, 1103.4 and 1353 of the Civil Code. This law requires the seller of real property in California to advise the prospective purchaser of the presence of airport noise. The presence of airport noise is disclosed by maps provided by the Airport land use commission which has jurisdiction over the property in question. The seller of the real property is additionally required to disclose to the prospective buyer any airport noise disturbance which he/she has actual knowledge of.

Limitation of Liability:

While GEOLOGIX uses ordinary care in making this determination with reference to the sources described above, GEOLOGIX has no liability for errors in government maps or for maps or sources of information beyond those listed. This limitation applies to all causes of action in the aggregate, including without limitation, negligence, strict liability, misrepresentation, and other torts. All the limitations of liability found on page two of the Natural Hazard Disclosure statement apply to this Airport Influence Area statement. If the limitations are in conflict, the one of lesser value applies.



814 Pacific Street

Placerville, CA 95667

Voice 800-984-6277 • 530-626-0793

Fax 800-347-3941 • 530-642-4269

Addendum MI

Supplemental Real Estate Transfer Disclosure

Seller's Advisory *

Actual Knowledge of Military Ordnance & Industrial Locations

Property Address: 5750 CUMBERLAND ST., SAN DIEGO, CA 92139-3008

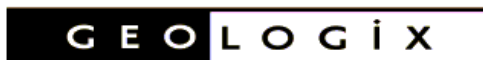
Formerly Used Military Ordnance Sites

California Civil Code §1102.15 requires that the seller of residential real property who has **actual knowledge** of any former federal or state ordnance locations (called Formerly Used Defense Sites, or FUDS) within the immediate neighborhood area shall give written notice of that knowledge as soon as possible before the transfer of title.

Industrial Use Zone

California Civil Code §1102.17 requires that the seller of residential real property disclosure has **actual knowledge** of whether the property is located within an industrial use zone. An industrial use zone is defined as any city/county zone or district in which certain manufacturing or city or county laws expressly permit commercial or airport uses.

** This form is provided as a courtesy to the Seller. GeoLogix makes no representation or warranties relative to the accuracy, completeness or suitability of Seller's conclusions.*



Supplemental Real Estate Transfer Disclosure

Seller's Advisory* **Actual Knowledge of Toxic Mold and Radon** **Naturally Occurring Asbestos**

Property Address: 5750 CUMBERLAND ST., SAN DIEGO, CA 92139-3008

Toxic Mold

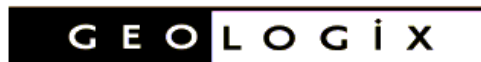
California Civil Code § 1102 now requires sellers of homes in California to disclose any knowledge that mold is present in the home at the time of transfer. Additionally, the California Association of Realtors® recommends that the seller provide the buyer with the information contained in Chapter VI of the updated "Homeowner's Guide to Earthquake Safety & Environmental Hazards" Booklet, which contains the new mold disclosure information on mold within residential structures.

Radon

Radon is a naturally occurring gas that is produced by the radioactive decay of radium and uranium. All rocks and soils can emit some radon, although it is typically present in rocks containing uranium such as certain granites and shales. Breathing high concentrations of radon may cause respiratory problems in susceptible individuals; health risks for exposure of lower concentrations are not known. Currently, studies completed by the California Department of Health Services (CDHS) show that California does not have a substantial statewide problem with indoor radon exposure although elevated radon levels does occur in some isolated areas. The CDHS also publishes a list of those companies it has determined are proficient in the analysis of the measurement devices used to measure radon. Those companies that do business in California are listed in the "California Lists of Certified Radon Measurement Laboratories" which may be obtained by calling the CDHS Radon Program Hotline at 800-745-7236. Information is also publicly available through the CDHS website at www.dhs.ca.gov/radon.

Naturally Occurring Asbestos

Exposure to asbestos may pose a significant health risk depending on the length and amount of exposure. In some California counties, there is naturally occurring asbestos in the serpentine rock. While the State has produced detailed maps for naturally occurring asbestos in El Dorado, Placer and Eastern Sacramento Counties, the State has not yet mandated disclosure of asbestos in the soil. However, buyers should be aware that at some point, the presence of asbestos on a property may restrict use or development of that property.



814 Pacific Street

Placerville, CA 95667

Voice 800-984-6277 • 530-626-0793

Fax 800-347-3941 • 530-642-4269

Supplemental Real Estate Transfer Disclosure

Database (Megan's Law) Advisory

Property Address: 5750 CUMBERLAND ST., SAN DIEGO, CA 92139-3008

California's "Megan's Law" (Statutes of 1996, Chapter 908) arms the public with certain information on the whereabouts of dangerous sex offenders so that local communities may protect themselves and their children. The law also authorizes local law enforcement to notify the public about high-risk and serious sex offenders who reside in, are employed in, or frequent the community. This law is not intended to punish the offender and specifically prohibits using the information to harass or commit any crime against the offender. It recognizes that public safety served when registered sex offenders are not concealing their location to avoid harassment. A seller of residential real property, or his/her agent, must include the following notice, in not less than eight-point type, in the sales contract. The delivery of this notice is deemed adequate, per California Civil Code § 2079.10a, to inform the buyer of the proximity of registered sex offenders. Prospective purchasers are encouraged to investigate this available Megan's law data.

NOTICE: THE CALIFORNIA DEPARTMENT OF JUSTICE, SHERIFF'S DEPARTMENTS, POLICE DEPARTMENTS SERVING JURISDICTIONS OF 200,000 OR MORE AND MANY OTHER LOCAL LAW ENFORCEMENT AUTHORITIES MAINTAIN FOR PUBLIC ACCESS A DATA BASE OF THE LOCATIONS OF PERSONS REQUIRED TO REGISTER PURSUANT TO PARAGRAPH (1) OF SUBDIVISION (A) OF SECTION 290.4 OF THE PENAL CODE. THE DATABASE IS UPDATED ON A QUARTERLY BASIS AND A SOURCE OF INFORMATION ABOUT THE PRESENCE OF THESE INDIVIDUALS IN ANY NEIGHBORHOOD. THE DEPARTMENT OF JUSTICE ALSO MAINTAINS A SEX OFFENDER IDENTIFICATION LINE THROUGH WHICH INQUIRIES ABOUT THE INDIVIDUAL MAY BE MADE. THIS IS A "900" TELEPHONE SERVICE. CALLERS MUST HAVE SPECIFIC INFORMATION ABOUT THE INDIVIDUAL THEY ARE CHECKING. INFORMATION REGARDING NEIGHBORHOODS IS NOT AVAILABLE THROUGH THE "900" TELEPHONE SERVICE.

Law Enforcement Agencies: The following agencies make the CD-ROM database available for public viewing.

Call the applicable number to obtain the location and time of viewing

900 Number Service: This information is also available at 900-463-0400 at a cost of \$10 per call for inquiries of up to two individuals.

County Law Enforcement Agencies

Alameda	510/667-3190	Mariposa	209/966-3615	San Joaquin	209/468-4405
Alpine	530/694-2231	Mendocino	707/463-4411	San Luis Obispo	805/781-4575
Amador	209/223-6500	Merced	209/385-7555	San Mateo	650/363-4060
Butte	530/538-7391	Modoc	530/233-4416	Santa Barbara	805/681-4100
Calaveras	209/754-6500	Mono	760/932-7549	Santa Clara	408/299-2211
Colusa	530/458-0200	Monterey	831/755-3700	Shasta	530/245-6033
Contra Costa	925/335-1570	Napa	707/253-4440	Sierra	530/289-3700
Del Norte	530/621-5703	Nevada	530/265-1471	Siskiyou	530/842-8324
Fresno	559/488-3939	Orange	714/647-7040	Solano	707/421-7000
Glenn	530/934-6441	Placer:		Sonoma	707/565-2511
Humboldt	707/445-7251	Auburn	530/889-7812	Stanislaus	209/525-7114
Imperial	760/339-6345	Tahoe	530/581-6310	Sutter	530/822-4393
Inyo	760/878-0383	Loomis	916/652-2400	Tehama	530/529-7906
Kern	661/391-7431	Plumas	530/283-6363	Trinity	530/623-8131
Kings	559/582-3211	Riverside	909/955-2440	Tulare	559/733-6225
Lake	707/262-4200	Sacramento	916/874-5090	Tuolumne	209/533-5833
Lassen	530/257-6121	San Benito	831/636-4080	Ventura	805/654-2336
Los Angeles	562/465-7827	San Bernardino	909/387-3615	Yolo	530/668-5245
Madera	559/675-7770	San Diego	858/974-2020	Yuba	530/749-7778
Marin	415/499-7265	San Francisco	415/558-5500		

As a result of new California law (Calif. Penal Code, Sec 290.46), the California Office of the Attorney General now provides the public with Internet access to information on more than 63,000 persons required to register in California as sex offenders. The public can search these records at the Attorney General's Megan's law site at: <<http://meganslaw.ca.gov/index.htm>>

Specific home addresses are displayed on more than half of these offenders in the California communities; the site displays the last registered address reported by the offender. The remaining half of these offenders are included on the site with listing by ZIP Code, city and county. Information on sex offenders not yet included on the Megan's Law website may be available from local law enforcement personnel listed on this form.

Energy Efficiency Advisory

Beginning October 1, 2005, Title 24 of the 2005 CA Building Energy Efficiency Standards requires that ductwork be inspected by local governments when new heating, air conditioning or ventilating equipment is installed. If ductwork leaks more than 15%, repairs are required. Since on average a home's ductwork leaks by at least 30%, there will probably be added costs for ductwork repair when replacing heating, air-conditioning and ventilating equipment. Under Title 24, there is no requirement to replace or repair current equipment or ductwork, but there are specific standards for equipment and ductwork that must be met when replacement occurs.

For more information, go to: www.energy.ca.gov/title24/2005standards.

Beginning January 23, 2006, Federal Law requires that all new air conditioning equipment comply with the U.S. Department of Energy's efficiency standard, called "Seasonal Energy Efficiency Rating" or "SEER". Existing air-conditioning equipment is not affected by this law; however, new compliant equipment will probably be more expensive due to the new energy efficiency standard.

For more details, go to: www.eere.energy.gov/buildings/appliance_standards/residential_products.html.

The U.S. Department of Energy estimates that the more expensive 13 SEER equipment should be offset by as much as a 23% reduction in monthly energy costs. Certain energy efficient products, including heating and air conditioning equipment, windows, doors, etc., may be eligible for a tax credit up to \$ 500 effective January 2006.

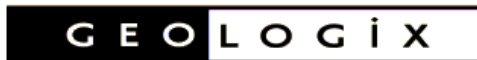
For more details, go to: www.energy.gov/taxbreaks.htm.

CA Methamphetamine Advisory

California's Methamphetamine Contaminated Property Cleanup Act of 2005 now requires property owners to disclose in writing if an order prohibiting occupancy of a property due to meth lab contamination was issued on the property and to provide a copy of that order to prospective buyers. The Act also provides penalties, including up to a \$ 5000 fine, and remediation requirements prior to allowing re-occupancy.

Endangered Species Advisory

While there is no law or regulation that requires a seller to disclose endangered species or habitat, buyers should investigate whether this is an issue on or near the property to be purchased that could affect the current or proposed use of the property.



NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL

A Statutory Document

Property Address: 5750 CUMBERLAND ST., SAN DIEGO, CA 92139-3008

APN: 587-182-19-00

Name of Buyers: _____

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

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

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

If you have any questions concerning this matter, please contact your local Tax Collector's office.

Buyer acknowledges he/she has read, understands and has received a copy of this "Notice of your 'Supplemental' Property Tax Bill".

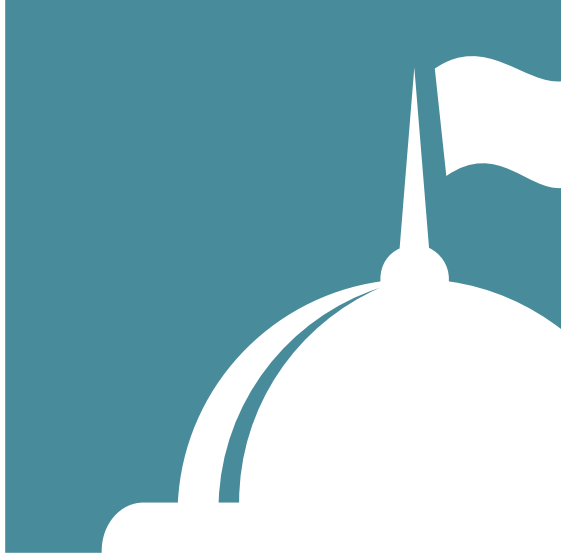
Buyer _____ Date _____

Buyer _____ Date _____

How to Order Your Supplemental Tax Estimated Dollar Amount Report

The statutory statement above puts the Buyer on notice that she/he may receive one or two supplemental tax bills. What the law does not require is an estimate of the dollar amount of a supplemental tax. To learn what the estimated dollar amount might be call GeoLogix at (800) 984-6277 ext 22. The cost of the Report is \$ 35.00. We accept payment by Visa or Master Card only.

California Tax Disclosure Report



*This report satisfies
the seller's obligation, pursuant
to Civil Code Section 1102.6b, to
disclose all special tax and/or
assessment districts affecting
the subject property*

California Tax Data
www.californiataxdata.com

This Report Prepared Especially For:

GeoLogix NHD Disclosures, LLC.

Address : 5750 CUMBERLAND ST, SAN DIEGO

***Your #1 Source for Property Tax Information**
(Including Mello-Roos and 1915 Act Disclosures)*

California Tax Data, Inc. 100 Pacifica, Suite 470 Irvine, CA 92618
Tel 877-FIND TAX (877-346-3829) | info@californiataxdata.com
www.californiataxdata.com

PROPERTY TAX DISCLOSURE REPORT FOR:

Property Address: 5750 CUMBERLAND ST, SAN DIEGO

Table Of Contents

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NOTE

This report is void and not guaranteed if it has not been paid for within 30 days after the close of escrow.

In preparing this report, California Tax Data has relied upon the statutes identified and has reviewed the records referred to in each determination. These are available to the public as Government Records to make the determinations if and to what extent each special tax and assessment statute applies to the subject property. Receipt or use of this report by recipient or any other third party constitutes acceptance of the terms and conditions detailed at the end of this document. Please read these terms and conditions carefully. This report is not a warranty or a policy of insurance. This report is prepared by California Tax Data to comply with certain California laws relating to the disclosure of a continuing lien securing the levy of special taxes pursuant to the Mello-Roos Community Facilities Act (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the Government Code) or to a fixed lien assessment collected in installments to secure bonds issued pursuant to the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways Code) in connection with the sale of real property in California.

NOTICE OF SPECIAL TAX AND ASSESSMENT

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Assessor's Parcel Number: 587-182-19-00
Property Address or Legal Description: 5750 CUMBERLAND ST, SAN DIEGO
Report Date: 3/5/2007

THIS IS A NOTIFICATION TO YOU PRIOR TO YOUR PURCHASING THIS PROPERTY.

1. MELLO-ROOS COMMUNITY FACILITIES DISTRICTS

Mello-Roos Community Facilities Districts ("CFD") provide a method of financing certain public capital facilities and services especially in developing areas and areas undergoing rehabilitation. Public improvements funded by Mello-Roos CFDs may include, but are not limited to, roads, schools, water, sewer and storm drain facilities. Public services funded by Mello-Roos CFDs may include, but are not limited to, police and fire protection services, recreation program services, and flood or storm protection services. Mello-Roos CFDs commonly fund the construction of public improvements through the issuance of bonds. A special tax lien is placed on property within the district for the annual payment of principal and interest as well as administrative expenses. Typically, the annual special tax continues until the bonds are repaid, or until special taxes are no longer needed. Mello-Roos special tax rates may increase each year. In most instances but not all, the special tax is collected with regular property taxes.

Properties located within a Mello-Roos Community Facilities District are subject to a special tax, which is in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. This special tax may not be imposed on all parcels within the city or county where the property is located. The special tax is used to provide public facilities or services that are likely to particularly benefit the property.

THIS PROPERTY IS NOT SUBJECT TO MELLO-ROOS COMMUNITY FACILITIES DISTRICT SPECIAL TAX LIEN(S).

2. 1915 BOND ACT ASSESSMENT DISTRICTS

1915 Bond Act assessment districts provide a method of financing certain public capital facilities. Public improvements funded by 1915 Bond Act districts may include, but are not limited to, roads, sewer, water and storm drain systems, and street lighting. 1915 Bond Act assessment districts commonly fund the construction of public improvements through the issuance of bonds. A special assessment lien is placed on property within the assessment district. The lien amount is calculated according to the specific benefit that individual property receives from the improvements and is amortized over a period of years. 1915 Bond Act assessments can be prepaid at any time. In most instances but not all, the assessment is collected with regular property taxes.

Properties within a 1915 Bond Act assessment district are subject to annual assessment installments (a Mello-Roos Community Facilities District special tax and the 1915 Bond Act Assessment District annual assessment installments are hereinafter collectively referred to as "Special Liens"), which are in addition to the regular property taxes and any other charges and benefit assessments that will be listed on the property tax bill. The assessment district issues bonds to finance the acquisition or construction of certain public improvements that are of direct and special benefit to property within the assessment district. The bonds will be repaid from annual assessment installments on property within the assessment district. The special assessment is used to provide public facilities that are likely to particularly benefit the property.

THIS PROPERTY IS NOT SUBJECT TO IMPROVEMENT BOND ACT OF 1915 SPECIAL ASSESSMENT LIEN(S).

MELLO-ROOS COMMUNITY FACILITIES DISTRICT SPECIAL TAXES AND THE 1915 BOND ACT ASSESSMENT DISTRICT ANNUAL ASSESSMENT INSTALLMENTS ARE HEREINAFTER COLLECTIVELY REFERRED TO AS "SPECIAL LIENS." IF SPECIAL LIENS DESCRIBED ABOVE ARE NOT PAID WHEN DUE, FORECLOSURE PROCEEDINGS MAY BE INITIATED AT ANY TIME, AFTER PROPERTY TAXES BECOME DELINQUENT. YOUR PROPERTY MAY BE SOLD FOR THE DELINQUENT AMOUNTS, EARLIER THAN WITH REGULAR PROPERTY TAXES.

NOTICE OF SPECIAL TAX AND ASSESSMENT (continued)

TO: THE PROSPECTIVE PURCHASER OF THE REAL PROPERTY KNOWN AS:

Assessor's Parcel Number: 587-182-19-00
Property Address or Legal Description: 5750 CUMBERLAND ST, SAN DIEGO
Report Date: 3/5/2007

THE INFORMATION PROVIDED IN THIS REPORT WAS PREPARED BY NATIONAL TAX DATA, INC. dba CALIFORNIA TAX DATA ("CTD") AND IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. THE PURPOSE OF THIS REPORT IS TO ASSIST THE SELLER IN FULFILLING HIS OR HER LEGAL DISCLOSURE REQUIREMENT PURSUANT TO CALIFORNIA CIVIL CODE § 1102.6B. THIS REPORT WAS COMPILED USING INFORMATION OBTAINED FROM THE COUNTY, VARIOUS GOVERNMENTAL AGENCIES AND THIRD PARTIES. CTD IS NOT RESPONSIBLE FOR ANY INACCURACIES OR OMISSION IN THE PUBLIC RECORDS OF THE COUNTY, VARIOUS GOVERNMENTAL AGENCIES OR FOR INFORMATION PROVIDED BY THIRD PARTIES. **THIS REPORT IS NOT A SUBSTITUTE FOR A TITLE REPORT OR TITLE INSURANCE AND MAY NOT BE RELIED UPON AS SUCH.**

BUYER'S CONFIRMATION OF RECEIPT:

I (WE) ACKNOWLEDGE THAT I (WE) HAVE RECEIVED A COPY OF THIS NOTICE.

Date: _____ Transferee's Signature (Buyer): _____

Date: _____ Transferee's Signature (Buyer): _____

NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL

In accordance with Section 1102.6(c) of the California Civil Code, it is the sole responsibility of the seller of any real property, or his or her agent, to deliver to the prospective purchaser a disclosure notice of the following:

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

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

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

As stated above, California law requires that the Assessor re-appraise property upon a change of ownership or the completion of new construction. This re-appraisal results in a supplemental tax assessment which is based on the difference between the new value and the old value of the property, multiplied by the property's Ad Valorem tax rate. The resulting Supplemental Tax amount is then pro-rated, based upon the number of months remaining in the fiscal year in which the event occurred.

The number of tax bills which will be issued also depends on the date the event occurred. If the change of ownership or new construction is completed between January 1st and May 31st, the result will be two supplemental assessments levied on two supplemental tax bills. If the event occurs between June 1st and December 31st, then only one supplemental bill will be issued.

For a complete explanation and estimation of the supplemental tax bills affecting this parcel you can go to www.californiataxdata.com and order a complete Notice of Supplemental Tax Report.

BREAKDOWN OF THE 2006-2007 PROPERTY TAX BILL

This report is an estimate of the original secured property tax bill charges for the above-mentioned property using information obtained from the County on a given date. Changes made by the County or the underlying public agencies levying charges against this property after the date of this report may not be reflected in this report.

Basic Prop 13 Levy

1. Basic 1% Levy	Prop 13	\$1,142.77
County of San Diego (619) 531-5399	General Service	

Voter Approved Ad Valorem Taxes

2. Voter Approved Debt	Voter Approved	\$114.55
County of San Diego (619) 531-5399	General	

Basic Prop 13 Levy & Voter Approved Ad Valorem Taxes: \$1,257.32
Estimated Tax Rate: 1.100%

Direct Assessments

3. Standby Charge	Water/Sewer Standby Charge	\$11.50
Metropolitan Water District of Southern California (213) 217-7619	Water & Sewer Service	
4. Water Availability Standby Charge	Water/Sewer Standby Charge	\$10.00
San Diego County Water Authority (858) 522-6600	Water & Sewer Service	
5. Mosquito/Disease Control	Vector Control District	\$6.36
County of San Diego (858) 694-2888	Vector Control	
6. Mosquito/Rat Control A	Vector Control District	\$3.00
County of San Diego (858) 694-2888	Vector Control	

Total Direct Assessment Charges: \$30.86
Total 2006-2007 Amount: \$1,288.18

DESCRIPTION OF PROPERTY TAX CHARGES

Basic 1% Levy

The Basic 1% Levy is the primary property tax charge levied by the County on behalf of government agencies. As a result of the passage of Proposition 13 in 1978 (Article XIII A of the California State Constitution), the basic levy is limited to 1% of the property's net assessed value. Proceeds from this tax are divided by the County and used to help fund nearly every function the state, county, city and other local municipal agencies provide. All other charges that appear on the tax bill vary by district and county.

Voter Approved

Voter Approved Debt are taxes levied on a parcel that is calculated based on the assessed value of the parcel. Taxes may include those taxes that were approved by voters before that passage of Proposition 13 in 1978, General Obligation Bonds or Special Taxes that are based on assessed value as opposed to some other method. Taxes that were established before 1978 may be used for various services and improvements and may or may not be associated with public indebtedness (the issuance of municipal bonds). A General Obligation Bond is a municipal bond that may be issued by a city, county or school district in order to finance the acquisition and construction of public capital facilities and real property. Equipment purchases and the cost of operation and maintenance cannot be financed with a General Obligation Bond. Special Taxes are created pursuant to various California Code Sections and require 2/3 majority approval of the qualified voters for approval. A special tax is may be formed by a local government (a city, county, special district, etc...) in order to finance specific facilities and/or services and cannot be used for general purposes.

Water/Sewer Standby Charge

A Water Standby Charge is created pursuant Government Code Section 54984 or Water Code Section 35470 et seq.). A Sewer Standby Charge is created pursuant Government Code Section 54984. Upon majority approval of the property owners during an assessment balloting procedure, a water or sewer standby charge may be created by a any local agency authorized to provide water or sewer services in order to finance the certain designated facilities and/or services that benefit the properties that are assessed. A standby charge must provide special benefit to the properties that are assessed in order to be levied.

Vector Control District

A Vector Control District is a special assessment district created pursuant to the Health and Safety Code Section 2270 et seq., in order to collect costs of a local government (a city, county, special district, etc...) related to vector control. One-time abatements include a notice to the property owner prior to abatement followed by a public hearing. Upon abatement, if the amount owing remains delinquent, a recorded lien is placed on the parcel for the abatement amount, which may include a surcharge that is usually 10% of the amount or is an administrative charge based on actual administrative costs. Ongoing abatements are established upon majority approval of the property owners during an assessment balloting procedure.

Terms, Conditions and Limitations

This report and the determinations made herein were prepared by California Tax Data, Inc. ("CTD"). Only the buyer (and his/her agent) and the seller (and his/her agent) may use or rely on this report. The determinations made in this report are time-sensitive. Therefore, the information in this report may be considered accurate only as of the date shown herein. Governmental actions occurring after the date of this report are not disclosed, and CTD is under no duty to update this report when or if new tax information is released or becomes available. The sole purposes of this report are to (a) make preliminary determinations regarding whether current secured tax rolls contain Mello-Roos Community Facilities District Special Taxes or 1915 Bond Act Special Assessments against the subject property, and (b) assist the seller in fulfilling his/her duty to comply with California Civil Code §1102.6b. This report is not a substitute for a title report or title insurance and may not be relied upon as such.

This report is for the exclusive benefit and reliance of the specific buyer and specific seller mentioned herein and there shall be no third party beneficiaries. This report may not be used in any subsequent transaction affecting the subject property. This report is void and not guaranteed if it has not been paid for within 30 days after the close of escrow.

This Report addresses special tax assessment matters only. It does not address matters related to (a) title or title defects, (b) earthquake zones, flood zones, fire zones or other natural hazard zones, (c) survey or geologic issues, (d) land use or zoning, (e) the California Subdivided Lands Act or the Subdivision Map Act, (f) compliance with other federal, state or local laws, ordinances or restrictions that may apply to the property, such as the Americans with Disabilities Act and building codes, (g) restrictions affecting the use, occupancy or development of the property imposed by any state, local or federal governmental agency, including without limitation, flood control districts, the California Coastal Commission, joint power districts, water districts, agencies or school districts, (h) any permits of any nature that may be required for the current or anticipated future use of the property, or (i) any other legal concerns that might affect the property.

CTD has prepared this report solely based upon records and information provided by various governmental and private agencies. CTD has assumed that these records and information are accurate and complete, and CTD has not conducted any independent verification of their accuracy or completeness. CTD hereby disclaims all liability and shall not be responsible for any inaccuracies or omissions in the public records or information supplied by the various governmental and private agencies supplying information to CTD.

In order to prepare this report, either the seller (or his/her agent) or the buyer (or his/her agent) supplied CTD with the Assessors Parcel Number ("APN") for the subject property. CTD has not verified the accuracy of the APN. This report was prepared based upon such APN, and CTD shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN.

BY ACCEPTING OR USING THIS REPORT, THE BUYER AND SELLER HEREBY AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND LIMITATIONS OF LIABILITY STATED HEREIN.

Local Geologic Hazard Disclosure – San Diego County

Date of Disclosure: March 5, 2007

Address: 5750 Cumberland St.

APN: 587-182-19-00

City: San Diego, CA

Zip: 92139-3008

GEOLOGIX reviews local geologic maps (in digital format) obtained from the following jurisdictions: San Diego County, San Diego City, Del Mar, Santee, and Lemon Grove. If the subject property is in or near a local geologic hazard zone on one or more of the maps reviewed then such condition will be affirmed with a “YES” below. If you require more information on these reported hazards please contact your local government, a local geologist or civil engineer.

YES	YES in the left column indicates hazard present
	Fault: Within ¼ mile of an earthquake fault
	Liquefaction: Moderate to high liquefaction potential
	Liquefaction: Low liquefaction potential
	Subject to potential Landslides
	Coastal Bluffs: unstable which may be subject to special building codes
	Coastal Bluffs: moderately stable which may be subject to special building codes
	Coastal Bluffs: generally stable which may be subject to special building codes
	Landslides: Confirmed or potential landslide area
	Slide Prone Formation: Geologic formations that could produce landslides

Limitation of Liability:

While GEOLOGIX uses ordinary care in determining these geologic hazards with reference to the maps described above, GEOLOGIX HAS NO LIABILITY FOR ERRORS IN THESE GOVERNMENT MAPS, OR FOR MAPS OR SOURCES OF INFORMATION BEYOND THOSE LISTED. GEOLOGIX HAS NO LIABILITY UNLESS PROPERTY DAMAGE OCCURS IN A NATURAL DISASTER AND ONLY THEN IF GEOLOGIX IS FOUND TO HAVE MADE AN ERROR IN INTERPRETING THE LISTED MAPS. IN NO EVENT SHALL GEOLOGIX BE LIABLE FOR DAMAGE IN EXCESS OF ACTUAL PROPERTY DAMAGE. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. ALL THE LIMITATIONS OF LIABILITY FOUND ON PAGE 2 OF THE NATURAL HAZARD DISCLOSURE STATEMENT APPLY TO THIS LOCAL REPORT. IF THE LIMITATIONS ARE IN CONFLICT THE ONE OF LESSER VALUE APPLIES.



CALIFORNIA
ASSOCIATION
OF REALTORS®

REAL ESTATE TRANSFER DISCLOSURE STATEMENT

(CALIFORNIA CIVIL CODE §1102, ET SEQ)

(C.A.R. Form TDS, Revised 10/03)

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF San Diego, COUNTY OF San Diego, STATE OF CALIFORNIA,
DESCRIBED AS 5750 Cumberland St, San Diego CA 92139

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) March 3, 2007. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.

☐ Additional inspection reports or disclosures: _____

II. SELLER'S INFORMATION

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

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

Seller ☐ is ☒ is not occupying the property.

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

☐ Range	☐ Oven	☐ Microwave
☐ Dishwasher	☐ Trash Compactor	☐ Garbage Disposal
☒ Washer/Dryer Hookups	☒ Smoke Detector(s)	☐ Rain Gutters
☐ Burglar Alarms	☐ Satellite Dish	☐ Fire Alarm
☐ T.V. Antenna	☐ Central Air Conditioning	☐ Intercom
☒ Central Heating (WALL)	☒ Sprinklers (FRONT & BACK YARD)	☐ Evaporator Cooler(s)
☐ Wall/Window Air Conditioning	☐ Sump Pump	☒ Public Sewer System
☐ Septic Tank	☐ Built-in Barbecue	☐ Water Softener
☒ Patio/Decking		☐ Gazebo
☐ Sauna		
☐ Hot Tub ☐ Locking Safety Cover*	☐ Pool ☐ Child Resistant Barrier*	☐ Spa ☐ Locking Safety Cover*
☒ Security Gate(s)	☐ Automatic Garage Door Opener(s)*	☐ Number Remote Controls _____
Garage: ☐ Attached	☐ Not Attached	☐ Carport
Pool/Spa Heater: ☐ Gas	☐ Solar	☐ Electric
Water Heater: ☒ Gas	☒ Water Heater Anchored, Braced, or Strapped*	
Water Supply: ☒ City	☐ Well	☐ Private Utility or
Gas Supply: ☒ Utility	☐ Bottled	Other _____
☐ Window Screens	☐ Window Security Bars ☐ Quick Release Mechanism on Bedroom Windows*	
Exhaust Fan(s) in _____	220 Volt Wiring in _____	Fireplace(s) in _____
☐ Gas Starter _____	☒ Roof(s): Type: <u>TORCH DOWN</u>	Age: <u>NEW (FEB 07)</u> (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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TDS REVISED 10/03 (PAGE 1 OF 3)

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

Buyer's Initials (_____) (_____)

Seller's Initials (RB) (_____)

Reviewed by _____ Date _____



Agent: Ronald Blake Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Prepared using WINForms® software
Broker: Pacific Auction Exchange of San Diego 13278 Lockett Ct San Diego, CA 92130

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 3 of Division 13 of, or with the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. The water heater may not be anchored, braced, or strapped in accordance with Section 19211 of the Health and Safety Code. Window security bars may not have quick release mechanisms in compliance with the 1995 Edition of the California Building Standards Code.

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

- 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
- 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 ^{SEE BELOW}
- Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
- Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☐ No ^{Below}
- Room additions, structural modifications, or other alterations or repairs not in compliance with building codes. ☐ Yes ☒ No
- Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
- Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
- Flooding, drainage or grading problems ☐ Yes ☒ No
- Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
- Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
- Neighborhood noise problems or other nuisances ☒ Yes ☐ No
- CC&R's or other deed restrictions or obligations ☒ Yes ☐ No
- Homeowners' Association which has any authority over the subject property ☐ Yes ☒ No
- Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No
- Any notices of abatement or citations against the property ☐ Yes ☒ No
- Any lawsuits by or against the seller threatening to or affecting this real property, including any lawsuits alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas, co-owned in undivided interest with others) ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary): EAST FENCE MAY BE ON NEIGHBORS PROPERTY AS PER PREVIOUS OWNER. DONT KNOW IF THIRD BEDROOM HAS A PERMIT. NEIGHBORS TO WEST APPEAR TO BE UNDER SOME TYPE OF CARE. ANY CC & R'S REFERENCED IN PRELIMINARY TITLE REPORT.

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

Seller [Signature] Date 03/03/2007
Pacific Auction Del Mar

Seller _____ Date _____



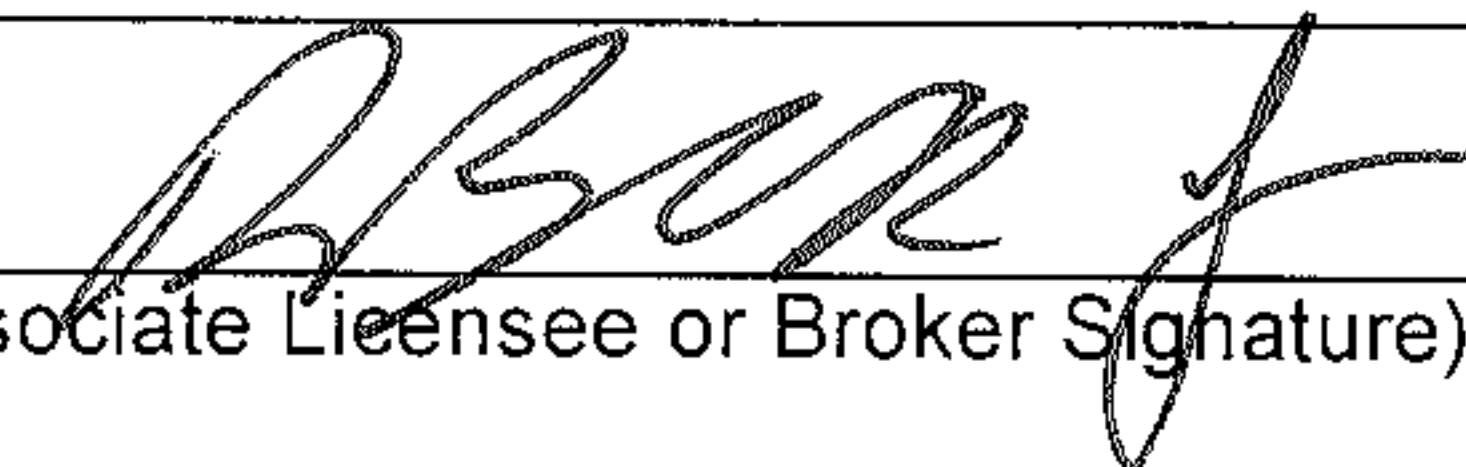
III. AGENT'S INSPECTION DISCLOSURE

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

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

☒ Agent notes no items for disclosure.☐ Agent notes the following items: _____Agent (Broker Representing Seller) Ron Blake
(Please Print)

By


(Associate Licensee or Broker Signature)Date 03/03/2007**IV. AGENT'S INSPECTION DISCLOSURE**

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

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

☐ Agent notes no items for disclosure.☐ Agent notes the following items: _____Agent (Broker Obtaining the Offer) _____
(Please Print)

By

(Associate Licensee or Broker Signature)

Date _____

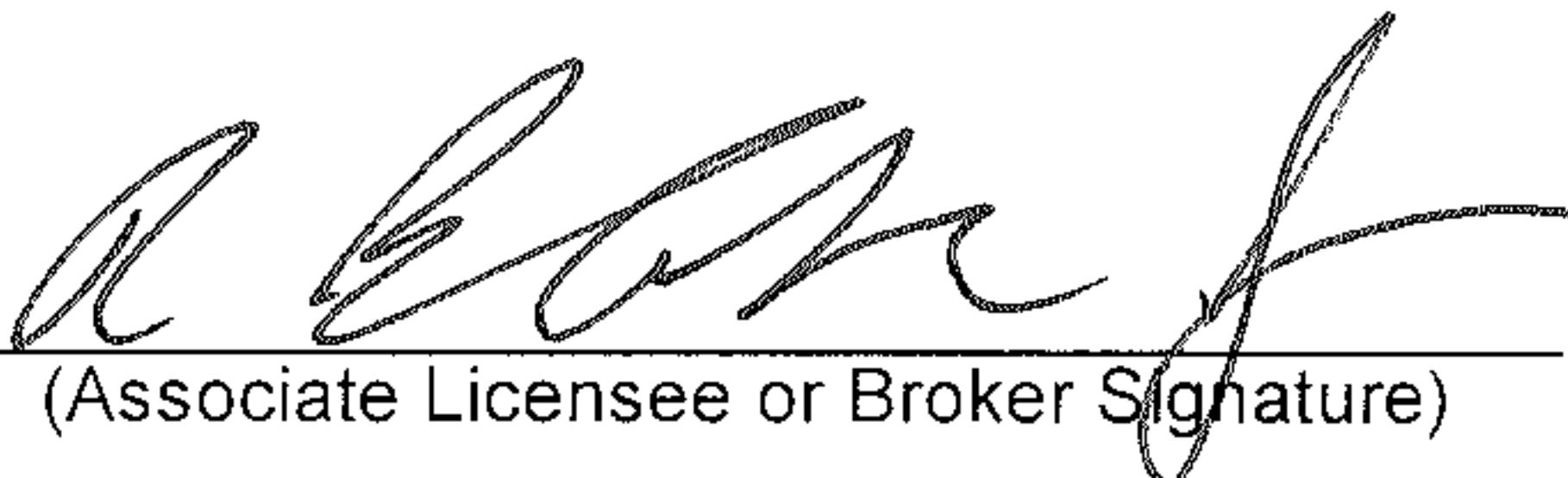
V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.Seller  Date 03/03/2007 Buyer _____ Date _____
Pacific Auction Del Mar

Seller _____ Date _____ Buyer _____ Date _____

Agent (Broker Representing Seller) Ron Blake
(Please Print)

By


(Associate Licensee or Broker Signature)Date 03/03/2007Agent (Broker Obtaining the Offer) _____
(Please Print)

By

(Associate Licensee or Broker Signature)

Date _____

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

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

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

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Published by the
California Association of REALTORS®

Reviewed by _____ Date _____





SUPPLEMENTAL STATUTORY AND CONTRACTUAL DISCLOSURES

(C.A.R. Form SSD, Revised 4/06)

1. Seller makes the following disclosures with regard to the real property or manufactured home described as
5750 Cumberland St, Assessor's Parcel No. 587-182-19,
situated in San Diego, County of San Diego, California, ("Property").
2. THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR ANY AGENT(S) AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN. A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF SELLER OR BUYER DESIRE LEGAL ADVICE, CONSULT AN ATTORNEY.
3. Are you (Seller) aware of any of the following? (Explain any "yes" answers below.)
- A. Within the last 3 years, the death of an occupant of the Property upon the Property. ☐ Yes ☒ No
- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine (if yes attach a copy of the Order) ☐ Yes ☒ No
- C. Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- D. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- E. Whether the Property is located within 1 mile of a former federal or state ordnance location ☐ Yes ☒ No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
- F. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☐ Yes ☒ No
- G. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- H. Matters affecting title of the Property ☐ Yes ☒ No
- I. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- Explanation, or ☐ (if checked) see attached: _____

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

Seller Ron Blake Pacific Auction Del Mar Date March 3, 2007

Seller _____ Date _____

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

Buyer _____ Date _____

Buyer _____ Date _____

Agent (Broker Representing Seller) Ron Blake

By Ron Blake Date March 3, 2007
(Associate-Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____

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

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



SSD REVISED 4/06 (PAGE 1 OF 1)

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

Agent: Ronald Blake Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Prepared using WINForms® software
Broker: Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130



CALIFORNIA
ASSOCIATION
OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY
(This Form Does Not Replace Local Condition Disclosures.
Additional Addenda May Be Attached to This Advisory. See Paragraph 44)
(C.A.R. Form SBSA, Revised 4/06)

Property Address: 5750 Cumberland St
San Diego, CA 92139 ("Property").

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
- You should conduct thorough investigations of the Property personally and with appropriate professionals.
- If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
- You should retain your own professional even if Seller or Broker has provided you with existing reports.
- You should read all written reports given to you and discuss those reports with the persons who prepared them.
- You have the right to request that the Seller make repairs, corrections or take other actions based on inspections or disclosures.
- If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the agreement. If you cancel outside these periods, you may be in breach of contract.
- The terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer for inspections allowed by the contract.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaire or disclosure.
- The terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Broker gives a referral to another professional, Broker does not guarantee that person's performance. You may select any professional of your own choosing.
- Any written agreement between Broker and Buyer or Seller establishes the rights and responsibilities of those parties.

1. INSPECTIONS: Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not have expertise in these areas. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

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SBSA REVISED 4/06 (PAGE 1 OF 10)

Buyer's Initials () ()
Seller's Initials () ()

Reviewed by _____ Date _____



STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 10)

Agent: Ronald Blake Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Prepared using WINForms® software
Broker: Pacific Auction Exchange of San Diego 13278 Lockett Ct San Diego, CA 92130

2. SQUARE FOOTAGE, LOT SIZE AND BOUNDARIES: Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Brokers have not verified any such representations. Brokers do not have expertise in this area. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters during Buyer's inspection contingency period.

3. SOIL AND GEOLOGIC CONDITIONS: Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may have known or unknown mines, mills, caves or wells. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections.

4. GEOLOGIC HAZARDS: Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by Buyer's or Brokers visual inspection. Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled "The Homeowners Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975 and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Brokers do not have expertise in this area. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance.

5. ENVIRONMENTAL HAZARDS: Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Brokers do not have expertise in this area. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home."

6. MOLD: Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold") may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such condition of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

Buyer's Initials (_____) (_____)
 Seller's Initials (_____) (_____) *MS*

Reviewed by _____ Date _____



7. WATER INTRUSION: Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

8. SEPTIC SYSTEM(S): Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level.

9. WELL AND WATER SYSTEM(S): Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker recommends that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

10. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of, or other infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. Brokers do not have expertise in this area. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation by a registered structural pest control company during Buyer's inspection contingency period.

11. EASEMENTS, ACCESS AND ENCROACHMENTS: Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service, advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Brokers have not verified any such representations. If Buyer wants further information Buyer is advised and Broker recommends that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

Buyer's Initials () ()

Seller's Initials () ()

Reviewed by _____ Date _____



12. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

13. FIRE HAZARDS: Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

14. FLOOD HAZARDS: Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency, or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and can use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker recommends that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

15. BUILDING PERMITS, ZONING AND CODE COMPLIANCE: Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use of the Property, its development and size. If Buyer wants further information Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

16. VIEWS: Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Broker makes no representation regarding the preservation of existing views. If Buyer wants further information, Broker recommends that Buyer review Covenants, Conditions and Restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

17. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or remodels of portions of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. If Buyer wants further information Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

18. ERRANT GOLF BALLS: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course there is a possibility that golf balls may damage the Property or injure persons or pets on it. Additionally, persons playing golf may enter the Property to retrieve errant golf balls or for other purposes. Broker recommends that Buyer investigate this possibility during Buyer's Inspection contingency period. Brokers do not have expertise in this area.

Buyer's Initials () ()
Seller's Initials () ()

Reviewed by _____ Date _____



19. SCHOOLS: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school that Buyer is interested in. Broker recommends that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

20. NEIGHBORHOOD NOISE SOURCES: Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area the Property may still be subject to airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include traffic on streets and highways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

21. PETS AND ANIMALS: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and may not be eliminated by cleaning or replacing carpets or other cleaning. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

22. SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer contact local government agencies about these restrictions and other requirements.

23. RETROFIT: Buyer and Seller are advised that state and local Law may require the installation of operable smoke detectors, bracing or strapping of water heaters, and completion of a corresponding written statement of compliance that is delivered to Buyer. Some city and county governments may impose additional retrofit standards, including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. Broker recommends that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

24. WATER SHORTAGES AND CONSERVATION: Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

25. NEIGHBORHOOD, AREA; PERSONAL FACTORS: Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer's Initials () ()
 Seller's Initials () ()

Reviewed by _____ Date _____



26. INSURANCE: Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years. Sellers may not be aware of past claims prior to their ownership. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner Association Insurance. Broker recommends that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker recommends that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Brokers do not have expertise in this area.

27. CALIFORNIA FAIR PLAN: Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker recommends that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.

28. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS: Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, and (iv) within the jurisdiction of the California Coastal Commission or other government agency. If the Property is so designated or within the jurisdiction of any such, or similar, government agency then there may be restrictions on Buyer's ability to develop, remove or trim trees or other landscaping, remodel, and make improvements to or rebuild the Property. Broker recommends that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

29. 1915 BOND AND MELLO-ROOS COMMUNITY AND OTHER FACILITIES DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915 and/or a levy of a special tax pursuant to a Mello-Roos community facilities or other district. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. Brokers do not have expertise in this area.

30. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs): Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations of Covenants, Conditions and Restrictions (CC&Rs) and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. See paragraph 26 for further information regarding insurance. Brokers do not have expertise in this area.

31. COMMUNITY ENHANCEMENT FEES: Buyer and Seller are advised that some areas or communities may have enhancement fees and user-type fees over and above any stated association fees. Brokers do not have expertise in this area.

Buyer's Initials () ()
 Seller's Initials (RS) ()
 Reviewed by _____ Date _____



32. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION: Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed below, Broker recommends that Buyer consult the CPSC website at <http://www.cpsc.gov> during Buyer's inspection contingency period. The following are examples of recall/defective products/class action information. The information is not exclusive. If Buyer wants further information, Broker recommends that Buyer contact the sources below. Brokers do not have expertise in this area and will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit. (NOTE: While the information below is believed to be current as of the revision date of this form, phone numbers and web addresses may change or be discontinued.)

A. FURNACES: Buyer is advised that the CPSC has issued a warning regarding certain gas-fired horizontal forced-air furnaces that present a substantial risk of fire. The furnaces in question were manufactured from 1983 to 1994 by Consolidated Industries and were marketed under many different brand names. Homes built before 1983 or after 1994 could still have the furnaces in question due to replacements or remodeling. If Buyer wants further information, Broker recommends that Buyer contact CPSC's hotline at (800) 638-2772.

B. WHIRLPOOL MICROWAVE-HOOD COMBINATION: Buyer is advised that Whirlpool Corporation has voluntarily recalled approximately 1.8 million microwave-hood combinations that have been known to overheat and catch fire. The units at issue are installed above ranges and are sold under the Whirlpool, KitchenAid and Kenmore brand names. If Buyer wants further information, Broker recommends that Buyer contact Whirlpool by phone at (800) 785-8897 or at its website, <http://www.repair.whirlpool.com>.

C. ROOF TILES: Buyer is advised that there is a class action lawsuit concerning certain fire free tiles and quantum panels manufactured and installed by RE-Con Building Products, Inc. from December 1993 to November 1997. If Buyer wants further information, Broker recommends that Buyer call (800) 966-3696 or view the website at <http://www.firefreeclaims.com>.

D. FIRE SPRINKLER: Buyer is advised that Central Sprinkler Company is recalling 35 million fire sprinkler heads that may be defective. If Buyer wants further information, Broker recommends that Buyer consult the CPSC website at <http://www.cpsc.gov> or Central Sprinkler Company at (866) 505-8553 or <http://www.sprinklerreplacement.com>.

E. WATER HEATER: Buyer is advised that certain water heaters manufactured by a variety of companies between 1993 and 1997 may be defective. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional who can determine if the water heater on the Property is defective.

F. ALUMINUM WIRING: Buyer is advised that some properties in California are wired in whole or in part with aluminum wiring which was approved at the time of construction but subsequently determined to be a potential hazard. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional who can determine if the wiring on the Property is defective.

G. GALVANIZED, ABS, POLYBUTYLENE AND COPPER PIPE: Buyer is advised that galvanized steel water pipes may corrode and leak after several years and that ABS plastic drain waste and vent pipe may be subject to failure. Buyer is also advised that the adhesive used in the installation of polybutylene pipe has been subject to failure. Additionally, copper pipe installed in slabs may develop leaks as result of reaction to certain soils. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional who can determine if the water pipes and drains on the Property are defective.

H. WATER HEATER GAS CONTROL VALVES: Buyer is advised that the CPSC in cooperation with Robertshaw Controls Company has announced a voluntary recall of approximately 178,000 gas control valves installed on water heaters manufactured between July 2005 and August 2005 with production date codes 5-31 through and including 5-33 under brand names American Proline, Bradford White, GE, GSE, Hotpoint, Jetglas, John Wood, Lochinvar, Premire Plus, Powerflex, Rheem, Richmond, Ruud, Vanguard, Whirlpool and U.S. Craftsman. The CPSC reports that the screws on the valves could break allowing gas to escape from the valves. If Buyer wants further information, Broker recommends that Buyer consult the CPSC website at <http://www.cpsc.gov> or contact Robertshaw Controls at (888) 225-1071 or <http://www.robertshaw.com>.

I. ARC-FAULT CIRCUIT BREAKER: Buyer is advised that the CPSC in cooperation with Schneider Electric has announced a voluntary recall of approximately 700,000 Square D Q® and Homeline® AFCI circuit breakers manufactured by Schneider Electric North American Operating Division. The recalled arc-fault interrupter circuit breakers are designed for use in 15 and 20-amp branch circuits; have a blue test button and were manufactured between March 2004 and September 2004. Tests show that these circuit breakers may not provide the arc-fault protection required by the 2001 California Electrical Code, Section 210-21. If Buyer wants further information, Broker recommends that Buyer consult the CPSC website at <http://www.cpsc.gov> or contact Schneider Electric at (877) 202-9064 or <http://www.us.squared.com/recallaefci>.

Buyer's Initials () ()
Seller's Initials () ()

Reviewed by _____ Date _____



33. RENTAL PROPERTY RESTRICTIONS: Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker recommends that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.

34. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

35. HOME WARRANTY: Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws. Broker recommends that Buyer review the policy for details. Brokers do not have expertise in this area.

36. INTERNET ADVERTISING: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Broker has control over who will obtain access to the service or what action such persons might take. Buyer and Seller are advised that Brokers have no control over how long the information concerning the Property will be available on the Internet. Brokers do not have expertise in this area.

37. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their definitions of "good funds." Broker recommends that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All drafts and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to the escrow holder's account. Brokers do not have expertise in this area.

38. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller or his or her agent is required to provide the following "Notice of Your 'Supplemental' Property Tax Bill" to the Buyer:

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

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

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

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The purchase agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. If Buyer wants further information concerning these matters, Broker recommends that Buyer discuss the issue with the County Assessor or Tax Collector. Brokers do not have expertise in this area.

39. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

Buyer's Initials () ()
Seller's Initials (RB) ()

Reviewed by _____ Date _____



40. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code section 1445 requires a Buyer to withhold and remit to the Internal Revenue Service 10% of the purchase price if Seller is a non-resident alien, unless an exemption applies. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and include Seller's tax identification number. Buyer can also avoid the federal withholding requirement if the property price is \$300,000 or less and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price unless the Seller signs an affidavit that the property was the Seller's (or the decedent's if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

41. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the agreement. The clause usually provides that a seller will retain a Buyer's initial deposit paid if the Buyer breaches the agreement, and generally must be separately initialed by both parties to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement. However, if the Property contains from 1 to 4 units, one of which the Buyer intends to occupy California Civil Code Section 1675 the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release the Buyer's deposit to the Seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

42. MEDIATION: Buyer and Seller are advised that mediation is a process in which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA; (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without first attempting to mediate the dispute, that party risks losing the right to recover attorney fees even if he or she prevails.

43. ARBITRATION: Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not on the public record. By agreeing to arbitration the parties give up the right to a jury trial and to appeal. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration then any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

Buyer's Initials ()
 Seller's Initials (CS) ()

Reviewed by Date



44. LOCAL ADDENDA (IF CHECKED):

The following local disclosures or addenda are attached:

- A. ☐
- B. ☐
- C. ☐
- D. ☐

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of this Advisory. Buyer and Seller are encouraged to read it carefully.

Buyer Signature _____

Date _____

Buyer Signature _____

Date _____

Seller Signature Pacific Auction Del Mar
March 3, 2007
 Date _____

Seller Signature _____

Date _____

Real Estate Broker (Firm) _____ DRE License # _____

By _____ DRE License # _____ Date _____

Real Estate Broker (Firm) Pacific Auction Exchange of San Diego DRE License # 01499312By R. Gore DRE License # 01456562 Date March 3, 2007

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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 REAL ESTATE BUSINESS SERVICES, INC.
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Reviewed by _____ Date _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

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

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

5750 Cumberland St, San Diego CA 92139

which _____ ("Property") in
Tenant and _____ is referred to as Buyer or
Landlord. Pacific Auction Del Mar is referred to as Seller or

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

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


Seller or Landlord Pacific Auction Del Mar

March 3, 2007
Date

Seller or Landlord

Date

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FLD REVISED 1/03 (PAGE 1 OF 2)

Buyer's Initials (_____) (_____)

Reviewed by _____ Date _____



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

Agent: Ronald Blake Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Prepared using WINForms® software
Broker: Pacific Auction Exchange of San Diego 13278 Lockett Ct San Diego, CA 92130



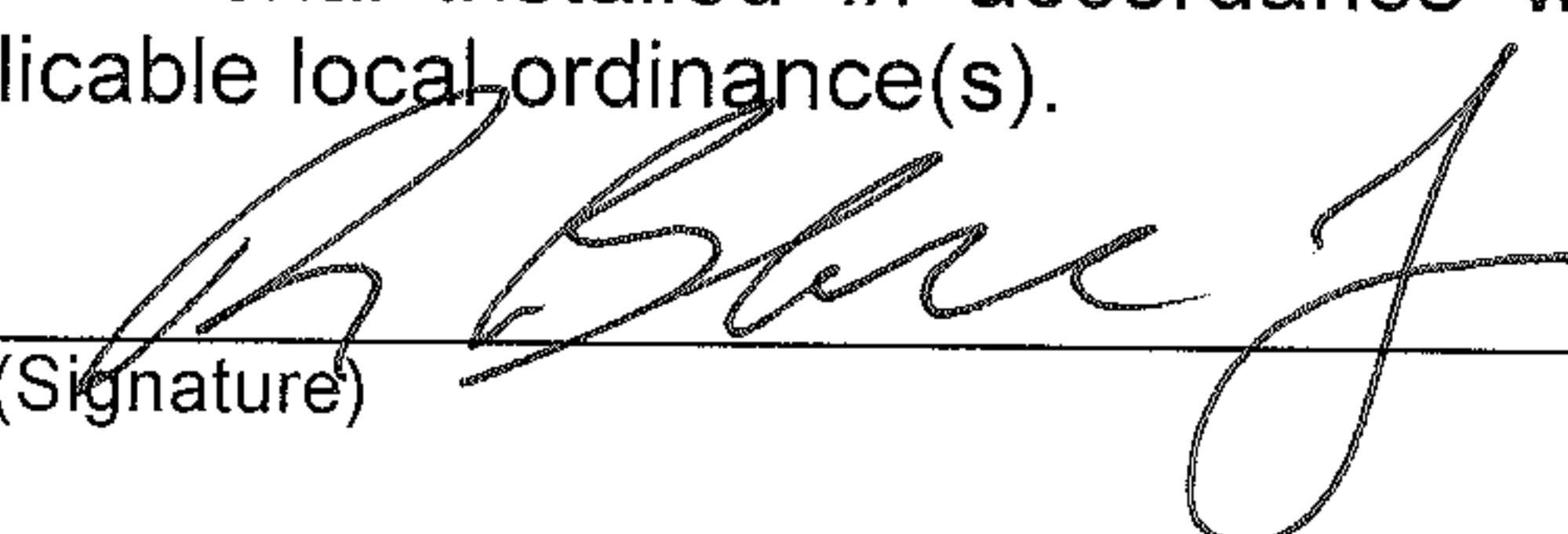
CALIFORNIA
ASSOCIATION
OF REALTORS®

SMOKE DETECTOR STATEMENT OF COMPLIANCE

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

Property Address: 5750 Cumberland St, San Diego CA 92139

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

Seller  Pacific Auction Del Mar Date 03/03/2007
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

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

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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Reviewed by _____ Date _____



SDS REVISED 4/05 (PAGE 1 OF 1)

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

Pacific Auction Exchange of San Diego 13278 Luckett Ct San Diego, CA 92130
Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Ronald Blake

5750 Cumberland

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



CALIFORNIA
ASSOCIATION
OF REALTORS®

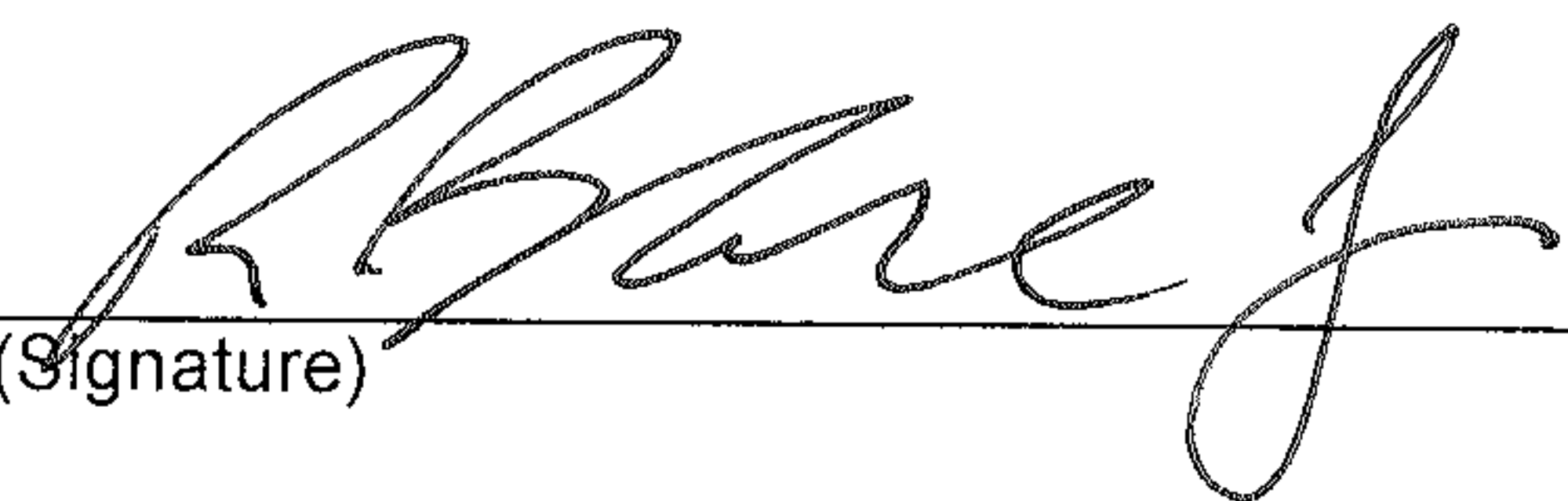
WATER HEATER STATEMENT OF COMPLIANCE

Water Heater Bracing, Anchoring or Strapping

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

Property Address: 5750 Cumberland St, San Diego CA 92139

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

Seller  Pacific Auction Del Mar Date 03/03/2007
(Signature) (Print Name)

Seller _____ Date _____
(Signature) (Print Name)

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

Buyer _____ Date _____
(Signature) (Print Name)

Buyer _____ Date _____
(Signature) (Print Name)

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Reviewed by _____ Date _____



WHS REVISED 4/05 (PAGE 1 OF 1)

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

Pacific Auction Exchange of San Diego 13278 Lockett Ct San Diego, CA 92130
Phone: (858) 755 - 1916 Fax: (858) 630 - 3806 Ronald Blake

5750 Cumberland

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Residential Earthquake Hazards Report (2005 Edition)

NAME <i>PACIFIC AUCTION DEL MAR</i>	ASSESSOR'S PARCEL NO. <i>587-182-19</i>
STREET ADDRESS <i>5750 CUMBERLAND ST.</i>	YEAR BUILT <i>1946/47</i>
CITY AND COUNTY <i>SAN DIEGO, CA 92139</i>	ZIP CODE <i>92139</i>

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

	Yes	No	Doesn't Apply	Don't Know	See Page
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	☒	☐	☐	☐	12
2. Is the house anchored or bolted to the foundation?	☐	☐	☐	☒	14
3. If the house has cripple walls:					
• Are the exterior cripple walls braced?	☐	☐	☐	☒	16
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	☐	☐	☐	☒	18
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	☐	☐	☐	☒	20
5. If the house is built on a hillside:					
• Are the exterior tall foundation walls braced?	☐	☐	☒	☐	22
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	☐	☐	☒	☐	22
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	☐	☒	☐	☒	24
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	☐	☐	☒	☐	26
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?					36
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?					36

*To be reported on the
Natural Hazards Disclosure
Report*

Keep your copy of this form for future reference

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

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

EXECUTED BY

[Signature]
(Seller)

(Seller)

3/3/07
Date

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

(Buyer)

(Buyer)

Date

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

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building No. 5750 CUMBERLAND STREET	Street	City SAN DIEGO	Zip 92139	Date of Inspection 01-30-07	Number of Pages 4
--	--------	-------------------	--------------	--------------------------------	----------------------

DEWEY PEST CONTROL
 324 Civic Center Dr.
 National City, CA 91950-4319
 (619) 276-0510



Registration # PR 1652
 Report # 10406-32
 Escrow #

Ordered By: [Redacted] 5750 CUMBERLAND STREET SAN DIEGO, CA 92139	Property Owner and/or Party of Interest: [Redacted] 13278 LUCKETT CT. SAN DIEGO, CA 92130 [Redacted] 5750 CUMBERLAND STREET SAN DIEGO, CA 92139	Report sent to: [Redacted] 13278 LUCKETT CT. SAN DIEGO, CA 92130
--	---	---

COMPLETE REPORT ☒	LIMITED REPORT ☐	SUPPLEMENTAL REPORT ☐	REINSPECTION REPORT ☐
---	---	--	--

General Description: A 1 story stucco and frame residence with attached garage	Inspection Tag Posted: UNDER SINK
	Other Inspection Tags: NONE NOTED

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

Subterranean Termites ☐	Drywood Termites ☐	Fungus/Dryrot ☐	Other Findings ☐	Further Inspection ☐
--	---	--	---	---

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

NOTE: Diagram is not to scale and findings are in approximate locations

FRONT

Inspected by **HICKMAN, JASON** License No. **FR34830** 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, 1418 Howe Ave., Ste. 18, Sacramento, California 95825-3204

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-2533, (800) 737-8188 or www.pestboard.ca.gov.

5750 CUMBERLAND STREET		SAN DIEGO	
BLDG NO.	STREET	CITY	
30-JAN-07		10406-32	
DATE OF INSPECTION		CO. REPORT NO.	

SEE FINDINGS AND RECOMMENDATIONS ON THE FOLLOWING PAGES

1. SUBSTRUCTURE	NONE / ON CONCRETE
2. STALL SHOWERS	NONE
3. FOUNDATION	CONCRETE ABOVE ADJACENT SOIL
4. PORCHES - STEPS	CONCRETE APPEARS RETAINED
5. VENTILATION	APPEARS ADEQUATE ABOVE SOIL
6. ABUTMENTS	NONE
7. ATTIC SPACE	NONE
8. GARAGES	NO INFESTATIONS/INFECTIONS
9. DECKS - PATIOS	NO INFESTATIONS/INFECTIONS
10. OTHER - INTERIOR	NO INFESTATIONS/INFECTIONS
11. OTHER - EXTERIOR	NO INFESTATIONS/INFECTIONS

WHAT IS A WOOD DESTROYING PEST & ORGANISM INSPECTION REPORT

Read this document, it explains the scope and limitations of a structural pest control inspection and a wood destroying pest organism inspection report.

A Wood Destroying Pest & Organism Inspection Report contains findings as to the presence or absence of evidence of, or damage caused by wood destroying pests and organisms in visible and accessible areas and contains recommendations of correcting any infestations or infections found. The contents of Wood Destroying Pest & Organism Inspection Reports are governed by the Structural Pest Control Act and regulations.

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.

This structure was _____ was not ☒ furnished and occupied at the time of inspection. (Indicate with a check mark)

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, heating, air conditioning or other defects that do not pertain to wood destroying organisms. A Wood Destroying Pest & Organism Inspection Report does not contain information on such defects, if any, as they are not within the scope of the licenses of either the inspector or the company issuing a Wood Destroying Pest & Organism Inspection Report.

The Structural Pest Control Act requires inspection of only those areas which are visible and accessible at the time of inspection. Some areas of the structure are not accessible for inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, built-in appliances, or cabinet work. Infestation or infections may be active in these areas without visible and accessible evidence. Areas that were not inspected are noted in the report. If you desire information about areas that were not inspected, a further inspection may be performed.

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 where there is less than 18" clear crawl space, the interior of hollow wall, space between a floor or porch deck and the ceiling below; areas 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; areas or timbers around eaves that would require use of an extension ladder.

Slab floor construction has become more prevalent in recent years. Floor coverings may conceal cracks in the slab that will allow infestations to enter. Infestations in the walls may be concealed by drywall or plaster so that a diligent inspection may not uncover the true condition/s. These areas are not practical for inspection 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. Re: Structural Pest Control Act, Article 6, Section 8516 (b), paragraph 1990 (j). Amended, effective March 1, 1974.

If an estimate or bid for making repair was given at the time of the inspection. "This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each 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."

Hidden damage is possible any time evidence of Subterranean Termites, Drywood Termites, Fungus (Dry Rot), Beetles, Faulty Grade, Earth-to-Wood contact, Dampwood Termites, Shower Leaks or Excessive Moisture is noted on this report. This Company is not responsible for hidden damage.

ROOFS

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

5750 CUMBERLAND STREET		SAN DIEGO	
BLDG NO.	STREET	CITY	
30-JAN-07		10406-32	
DATE OF INSPECTION		CO. REPORT NO.	

Although we make visual examinations, we do not deface or probe window frames, door frames, or other decorative trim, unless otherwise specified in this report. We do not inspect nor assume responsibility for fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls, or wood walkways. We assume no responsibility for, nor do we guarantee, work completed by any other firm or any individual. We assume no responsibility for any infestation, infection, adverse condition or damage undetected during our inspection due to inaccessibility or non-disclosure by owner, owner's agent, or tenant.

This report and the inspection to which it pertains, is issued without guarantee or warranty, express or implied. The completion of any recommendations contained in this report, to be performed by Dewey, will be accomplished when authorized by the owner. This company makes no guarantee or warranty, express or implied, regarding future infestations, infections, adverse conditions, or conditions present but not evident at the time of this inspection.

This inspection only pertains to the structure(s) indicated on the diagram on page one (1) of this report. Please read all of the information contained in this report. We recommend all items in this report be completed. This company makes no guarantee or warranty, express or implied, on work performed by others.

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 the right to seek a second opinion from another Company.

"NOTICE: The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept Dewey Pest Control's bid or you may contract directly with another registered company licensed to perform the work. If you choose to contract directly with another registered company, Dewey Pest Control will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."

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 that are registered and approved by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence that are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized. If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and Dewey Pest Control immediately. (This statement shall be modified to include any other symptoms of overexposure which are not typical of influenza)

POISON CONTROL CENTER 1-800-876-4766			POISON CONTROL CENTER 1-877-339-3976		
COUNTY HEALTH DEPARTMENTS (Health Questions)			COUNTY HEALTH DEPARTMENTS (Health Questions)		
COUNTY AGRICULTURAL COMMISSIONERS (Application Information)			COUNTY AGRICULTURAL COMMISSIONERS (Application Information)		
COUNTY			COUNTY		
ALAMEDA	(510) 267-8010	(510) 670-5232	ORANGE	(714) 834-3155	(714) 477-7100
BUTTE	(530) 538-7581	(530) 538-7381	PLACER	(530) 889-7119	(530) 889-7372
CALAVERAS	(209) 754-6460	(209) 754-6504	RIVERSIDE	(909) 358-5058	(909) 955-3000
COLUSA	(530) 458-0380	(530) 458-0580	SACRAMENTO	(916) 875-5881	(916) 875-6603
CONTRA COSTA	(925) 370-5007	(925) 646-5250	SAN BENITO	(831) 637-5367	(831) 637-5344
DEL NORTE	(707) 464-7227	(707) 464-7235	SAN BERNADINO	(909) 387-6219	(909) 387-2115
EL DORADO	(530) 621-6119	(530) 621-5520	SAN DIEGO	(619) 515-6597	(858) 694-2741
FRESNO	(559) 445-3202	(559) 456-7510	SAN FRANCISCO	(415) 554-2603	(415) 285-5010
GLENN	(530) 934-6588	(530) 934-6501	SAN JOAQUIN	(209) 468-3411	(209) 468-3300
HUMBOLT	(707) 268-2181	(707) 445-7223	SAN LUIS OBISPO	(805) 781-5519	(805) 781-5910
IMPERIAL	(760) 482-4429	(760) 339-4314	SAN MATEO	(650) 573-2519	(650) 363-4700
INYO	(760) 873-7868	(760) 873-7860	SANTA BARBARA	(805) 681-5105	(805) 681-5600
KERN	(661) 868-0301	(661) 868-6300	SANTA CLARA	(408) 885-4231	(408) 299-2172
KINGS	(559) 584-1401	(559) 582-3211 EXT. 2830	SANTA CRUZ	(831) 454-4066	(831) 763-8080
LAKE	(707) 263-1090	(707) 263-0217	SHASTA	(530) 225-5594	(530) 224-4949
LASSEN	(530) 251-8183	(530) 251-8110	SIERRA	(530) 993-6700	(530) 283-6365
LOS ANGELES	(213) 240-8117	(626) 575-5451	SISKIYOU	(530) 841-4047	(530) 841-4025
MADERA	(559) 675-7893 EXT 280	(559) 675-7876	SOLANO	(707) 421-6629	(707) 421-7465
MARIN	(415) 499-6841	(415) 499-6700	SONOMA	(707) 565-4401	(707) 565-2371
MARIPOSA	(209) 966-3689	(209) 966-2075	STANISLAUS	(209) 558-8804	(209) 525-4730
MENDOCINO	(707) 463-4144	(707) 463-4208	SUTTER	(530) 822-7215	(530) 822-7500
MERCED	(209) 381-1038	(209) 385-7431	TEHAMA	(530) 527-6824	(530) 527-4504
MODOC	(530) 233-3516	(530) 233-6401	TRINITY	(530) 623-8209	(530) 623-1356
MONO	(760) 932-7485	(760) 873-7860	TULARE	(559) 737-4533	(559) 733-6391
MONTEREY	(831) 755-4625	(831) 759-7325	TUOLUMNE	(209) 533-7400	(209) 533-5691
NAPA	(707) 253-4566	(707) 253-4357	VENTURA	(805) 677-5200	(805) 933-8415
NEVADA	(530) 265-1450	(530) 273-2648	YOLO	(530) 666-8645	(530) 666-8140
			YUBA	(530) 741-6366	(530) 741-6484

STRUCTURAL PEST CONTROL BOARD (800) 737-8188, 1418 HOWE AVENUE, #18, SACRAMENTO, CALIFORNIA 925825-3280

GUARANTEES

Work completed by this company is guaranteed for a period of one (1) year from date of completion, unless otherwise stated in this report. There is no guarantee on limited inspection reports or sub-standard work unless otherwise stated in this report.

5750 CUMBERLAND STREET

SAN DIEGO

BLDG NO. STREET

CITY

30-JAN-2007

10406-32

DATE OF INSPECTION

CO. REPORT NO.

A separated report has been requested, which is defined as Section I/Section II conditions evident on the date of inspection. Section I contains items where there is evidence of active infestation, infection or conditions that have resulted in or from infestations or infections. Section II items are conditions deemed likely to lead to infestations or infections, but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s), which during the original inspection, did not allow the inspector access to complete his/her inspection and cannot be defined as Section I or Section II.

Our inspection is limited to the conditions which are visible and accessible at the time of this inspection. No guarantee is implied or expressed for conditions which may become apparent after the date of this inspection.

The following areas were inaccessible for inspection: The interior of hollow walls and all enclosed areas such as under floors and over ceilings. Portions of the attic concealed or made inaccessible by insulation. Portions of the attic concealed or made inaccessible by ducting. Portions of the attic or roof cavity concealed due to inadequate crawl space. Portions of the subareas concealed or made inaccessible by ducting. Portions of the subarea concealed by insulation. Areas concealed by built-in cabinet work. Areas concealed by floor coverings. Areas concealed by storage (storage materials). Areas concealed by heavy vegetation.

There were areas of the building which we were not able to inspect. Although we made a visual examination, we did not deface or probe into painted surfaces. The interiors of hollow walls were inaccessible for inspection and were not inspected. We did not move built-in appliances, raise floor coverings, remove storage or furniture. These areas will be inspected if they are made accessible at the owner/agent's expense. If the owner/agent desires information on the condition of the roof, we recommend that a licensed Branch IV contractor be contacted.

A visual inspection was performed and the inspector did not deface nor probe into finished window or door frames, trim work, floor coverings, walls, ceilings or other finished surfaces.

This is to certify that the above property was inspected this date in accordance with the Structural Pest Control Act and rules and regulations adopted pursuant thereto, and that no evidence of active infestations or infections was found.

"THANK YOU FOR CALLING DEWEY PEST CONTROL"



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Development Services

Official Zoning Map

Validation by Address

Results for: **5750 CUMBERLAND ST**

Zone(s) per Official Zoning Map:

Name	Abbreviated Name	
RM-1-1	RM-1-1	More Info

Map Sheets:

Map Sheet Index Nbr	Map Image
12	View Map Image

Results as of March 04, 2007

[Lookup another location.](#)

(b) The RT zones are differentiated based on the minimum *lot* size as follows:

- RT-1-1 requires minimum 3,500-square-foot *lots*
- RT-1-2 requires minimum 3,000-square-foot *lots*
- RT-1-3 requires minimum 2,500-square-foot *lots*
- RT-1-4 requires minimum 2,200-square-foot *lots*

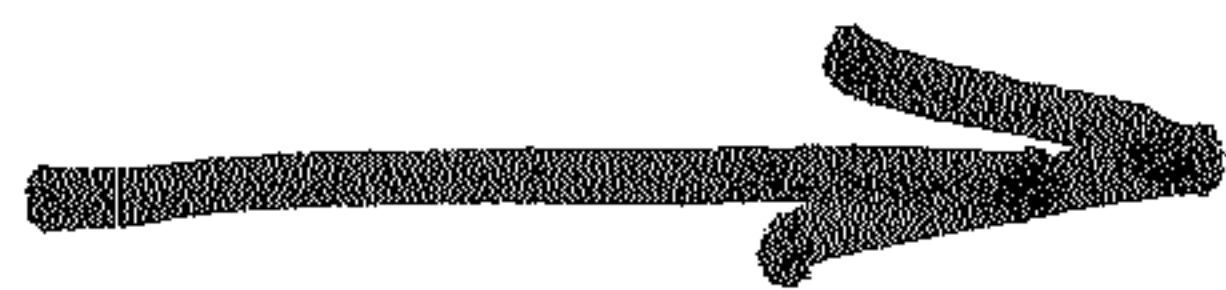
(Added 12-9-1997 by O-18451 N.S.; effective 1-1-2000.)

§131.0406 Purpose of the RM (Residential--Multiple Unit) Zones

(a) The purpose of the RM zones is to provide for *multiple dwelling unit development* at varying densities. The RM zones individually accommodate *developments* with similar densities and characteristics. Each of the RM zones is intended to establish *development* criteria that consolidates common development regulations, accommodates specific dwelling types, and responds to locational issues regarding adjacent land uses.

(b) The RM zones are differentiated based on the uses allowed and the permitted *density* as follows:

(1) The following zones permit lower *density multiple dwelling units* with some characteristics of *single dwelling units*:



- RM-1-1 permits a maximum *density* of 1 dwelling unit for each 3,000 square feet of *lot* area
- RM-1-2 permits a maximum *density* of 1 dwelling unit for each 2,500 square feet of *lot* area
- RM-1-3 permits a maximum *density* of 1 dwelling unit for each 2,000 square feet of *lot* area

(2) The following zones permit medium *density multiple dwelling units*:

- RM-2-4 permits a maximum *density* of 1 dwelling unit for each 1,750 square feet of *lot* area
- RM-2-5 permits a maximum *density* of 1 dwelling unit for each 1,500 square feet of *lot* area
- RM-2-6 permits a maximum *density* of 1 dwelling unit for each 1,250 square feet of *lot* area

(3) The following zones permit medium *density multiple dwelling units* with limited commercial uses:

- RM-3-7 permits a maximum *density* of 1 dwelling unit for each 1,000 square feet of *lot* area
- RM-3-8 permits a maximum *density* of 1 dwelling unit for each 800 square feet of *lot* area

PACIFIC AUCTION EXCHANGE

PACIFIC AUCTION EXCHANGE OF SAN DIEGO - t: 858.755.1916 f: 858.630.3806
13278 Luckett Ct, San Diego, CA 92130

AUCTION PURCHASE AGREEMENT

1. PURCHASE PRICE: The undersigned Purchaser agrees to purchase the following property, known as _____, County of _____, California at the final bid price of \$ _____, plus the 10% Buyer's Premium in the amount of \$ _____, for a total purchase price of \$ _____, and that the purchase will be completed upon the following terms and conditions:

\$ _____ Earnest money deposit paid to Broker's trust account.

\$ _____ Balance of funds in cash at Closing.

\$ _____ Total Cash Purchase Price.

2. PURCHASER'S PREMIUM: The Purchaser acknowledges that this Auction Purchase Agreement is being executed as a result of Purchaser(s) being the highest bidder at an Auction conducted this date by Pacific Auction Exchange of San Diego, a PACIFIC AUCTION EXCHANGE franchisee (hereinafter "PAX") and that the total Contract Purchase Price set forth above is, by agreement and as disclosed prior to commencement of the Auction, Ten (10%) Percent higher than the amount Bid by Purchaser to reflect a "Purchaser's Premium" for the property.

3. AGENCY: Purchaser acknowledges PAX is the agent for the Seller, and that the payment of the "Purchaser's Premium" does not create or constitute an agency relationship between Purchaser(s) and PAX.

4. FIXTURES AND PERSONALITY: The Property includes the land and all appurtenant rights, privileges and easements, all buildings and fixtures, including without limitation, all of the following as are NOW on the Property: electrical, heating, cooling, plumbing and bathroom fixtures, awnings, screens, storm windows and doors, landscaping, disposals, TV antennas, rotor control units, built-in electronics wiring, smoke alarms, security systems, garage door openers and controls, attached carpeting, and any of the following items that are checked: ☐ ranges and ovens ☐ microwave ovens ☐ dishwashers ☐ gas grills ☐ refrigerators ☐ water softeners ☐ window air conditioners ☐ satellite TV reception systems ☐ Fireplace: ☐ tools ☐ screens ☐ glass doors ☐ grates ☐ andirons ☐ all window treatments, and _____

NOT INCLUDED: _____

5. TITLE: Seller will deliver to Purchaser a Grant Deed at closing, free and clear of all material defects, except for existing utility easements and restrictions of record, city ordinances and zoning regulations, taxes and delinquent assessments and mortgages or other liens to be liquidated at closing. If title insurance is desired, it shall be at the Purchasers option and expense.

6. PRORATION: Escrow holder fees are to be shared equally between Seller and Purchaser. Delinquent taxes, delinquent assessments and delinquent homeowners association fees and condominium-fees and charges, if any, are to be paid by Seller and the current taxes and assessments, condominium fees, homeowners association fees and charges and rentals, if any, are to be prorated to the date of closing in accordance with the custom of the county in which the property is located. Agricultural tax recoupment, if any, shall be paid by Seller. Seller shall pay conveyance fees and all recording costs for the releases of any lien, mortgage or other encumbrance. Seller shall be responsible for maintaining fire and extended insurance coverage on the property until closing. Seller shall pay for all utilities to date of transfer of possession and shall notify Purchaser of the date of the final readings in order to avoid termination of utility service.

7. RISK OF LOSS: If any buildings or other improvements are materially damaged or destroyed by reason of fire or other casualty prior to delivery of the grant deed, Purchaser shall have the option (a) to complete said purchase and to receive the proceeds of any insurance payable in connection therewith; (b) terminate this agreement and recover all deposits made hereunder. Notice of either election shall be given by the Purchaser to the Seller and Broker within ten (10) days after the Purchaser has received written notice of such damage or destruction.

8. NO CONTINGENCIES: **Purchaser and Seller acknowledge that this Agreement is NOT SUBJECT TO ANY CONTINGENCIES.**

9. PROPERTY CONDITION: Purchaser acknowledges inspection of said property and knows the condition thereof and is purchasing said property from Seller in "AS IS, WHERE IS" condition, without warranty or representation, either statutory or otherwise, express or implied. Purchaser expressly acknowledges that neither PAX or its agents have made or make any warranty of any kind whatsoever, whether expressed or implied as to the physical condition or habitability of the property, except for the disclosure, as applicable, by Seller required by Section 1102 of the California Civil Code.

10. CLOSING/DELIVERY: Time is of an essence and closing is to be held within 30 days of the date hereof, except that Seller shall have an additional thirty (30) days, if necessary, to deliver clear and marketable title to Purchaser. Possession to be given at closing of escrow.

11. BROKER'S COMMISSION: Seller agrees to pay PAX the "Purchaser's Premium", as stated in the Listing Agreement, which sum shall be paid to PAX upon closing. Any commission due to PAX shall be paid before any part of the sales proceeds are disbursed to any other person or entity. The parties agree that all deposits and purchase funds shall be turned over to the escrow agent for its proper disbursement. If the Purchaser defaults in closing this agreement, PAX shall be entitled to receive fifty percent (50%) of the deposit paid by the Purchaser. If Seller seeks and obtains a judgment for specific performance of any agreement and/or damages in respect thereof, PAX shall be paid the full amount of its commission due.

12. NO VERBAL AGREEMENTS: It is understood between the Seller and Purchaser that no verbal agreements or understandings are binding in any manner whatsoever upon the parties hereto.

13. Additional Terms: _____

14. **DEFAULT:** PURCHASER SHALL HAVE THE RIGHT TO DAMAGES, INCLUDING REASONABLE ATTORNEYS FEES IN THE EVENT SELLER NEGLECTS OR REFUSES TO PERFORM SELLER'S OBLIGATIONS HEREUNDER. PURCHASER AND SELLER AGREE THAT BASED UPON CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGES BY REASON OF PURCHASER'S DEFAULT OF THIS CONTRACT. ACCORDINGLY, PURCHASER AND SELLER AGREE THAT IN THE EVENT OF A DEFAULT BY PURCHASER UNDER THIS CONTRACT, IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE AMOUNT OF PURCHASER'S EARNEST MONEY DEPOSIT ("DEPOSIT"). SELLER SHALL HAVE THE ADDITIONAL RIGHT TO RECEIVE EQUITABLE RELIEF, INCLUDING WITHOUT LIMITATION, THE ALTERNATIVE RIGHT TO ENFORCE SPECIFIC PERFORMANCE OF THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("AGREEMENT").

Initialed by _____ Initialed by _____ Initialed by _____
Purchaser Seller Seller

15. The term "Seller" shall be read as "Sellers" if more than one person are Sellers, in which case their obligations shall be joint and several. The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligation shall be joint and several.

16. The Seller and Purchaser agree that this Agreement may be executed in counterparts.

17. Purchaser shall look only to Seller as to all matters regarding this agreement and the property, including but not limited to (a) if Seller fails or refuses to or cannot close title hereunder or (b) if the property is affected in any way, is in need of attention or repairs or is in any other way unsatisfactory to Purchaser as Purchaser may determine before or after closing.

18. **INSPECTION:** PURCHASER REPRESENTS AND WARRANTS THAT PURCHASER AND PURCHASER'S EXPERTS HAVE THOROUGHLY AND CAREFULLY INSPECTED THE PROPERTY AND AGREE TO PURCHASE SAME "AS IS, WHERE IS", "WITH ALL FAULTS, IF ANY".

19. **ARBITRATION OF DISPUTES:** ANY CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT OR A BREACH THEREOF NOT RESOLVED WITHIN THIRTY (30) DAYS, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY A NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. EACH PARTY TO THIS ARBITRATION PROVISION SHALL BEAR ITS OWN COSTS AND LEGAL FEES IN CONNECTION WITH ARBITRATION, UNLESS THE ARBITRATOR PROVIDES OTHERWISE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Initialed by _____ Initialed by _____ Initialed by _____
Purchaser Seller Seller

THIS AUCTION PURCHASE AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 20__.

PURCHASER(S) SIGNATURE

SELLER(S) SIGNATURE

PURCHASER(S) NAME - (PRINT)

SELLER(S) NAME - (PRINT)

PURCHASER(S) SIGNATURE

SELLER(S) SIGNATURE

PURCHASER(S) NAME - (PRINT)

SELLER(S) NAME - (PRINT)

PURCHASER(S) ADDRESS

SELLER(S) ADDRESS

PURCHASER(S) PHONE NUMBER(S)

SELLER(S) PHONE NUMBER(S)