

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT


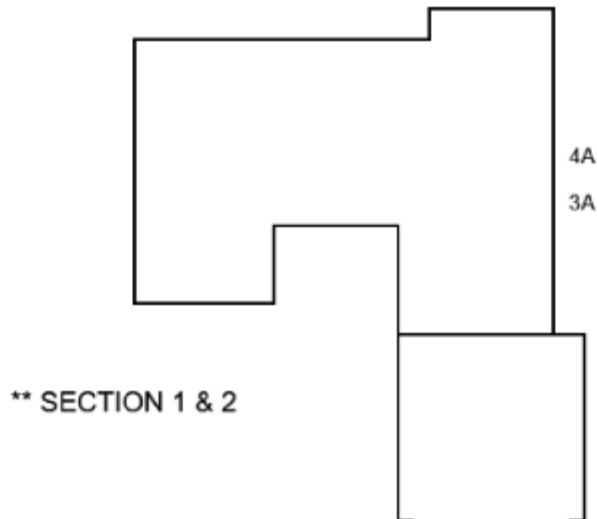
Building No. 72325	Street Roxbury Drive	City Rancho Mirage	ZIP 92270	Date of Inspection 08/02/2022	Number of Pages 5
 Transaction Termite, Inc. 72880 Fred Waring Drive, Ste. C-14 Palm Desert CA 92260 (760) 776-0850 transactiongina@verizon.net Fax (760) 776-0810				Report # : 84728 Registration # : PR4365 Escrow # : 001055-SL <input type="checkbox"/> CORRECTED REPORT	
Ordered by: Michael Charles Berkshire Hathaway (760) 609-5363 mikewcharles@gmail.com		Property Owner and/or Party of Interest: The Estate of Howard Gerber Robert Mark Stine c/o Patrick Jordan Bennion Deville Homes Info@patrickstewartproperties.com		Report sent to: Stacey Leonard Pickford Escrow (760) 607-6309 staceyl@legendaryescrow.com	
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>					
GENERAL DESCRIPTION: Single story condo, wood frame, stucco, tile roof, furnished, unoccupied				Inspection Tag Posted: Garage Other Tags Posted:	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input type="checkbox"/> Drywood Termites <input type="checkbox"/> Fungus / Dryrot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input type="checkbox"/>					
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.					

Diagram Not To Scale



Inspected By: Martin Silva State License No. FR44875 Signature: 

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

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. 43M-41 (Rev. 04/2015)

TRANSACTION TERMITE, INC.

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72325	Roxbury Drive	Rancho Mirage	CA	92270
Address of Property Inspected		City	State	ZIP
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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 wood destroying pests and organisms in visible and accessible areas and contains recommendations for 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.

Some structures do not comply with building code requirements or may have structural, plumbing, electrical, mechanical, 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 this company, or it's employees.

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 to inspection, such as the interior of hollow walls, spaces between floors, areas concealed by carpeting, appliances, furniture or cabinets. Infestations or infections may be active in these areas without visible and accessible evidence. If you desire information about areas that were not inspected, a further inspection may be performed at an additional cost. Carpets, furniture or appliances are not moved and windows are not opened during a routine inspection.

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.

This company does not certify or guarantee against any leakage, such as (but not limited to) plumbing, appliances, walls, doors, windows, any type of seepage, roof or deck coverings. This company renders no guarantee, whatsoever, against any infection, infestation or any other adverse condition which may exist in such areas or may become visibly evident in such area after this date. Upon request, further inspection of these areas would be performed at an additional charge.

In the event damage or infestation described herein is later found to extend further than anticipated, our bid will not include such repairs. OWNER SHOULD BE AWARE OF THIS CLOSED BID WHEN CONTRACTING WITH OTHERS OR UNDERTAKING THE WORK HIMSELF/HERSELF.

If requested by the person ordering this report, a re-inspection of the structure will be performed. Such requests must be within four (4) months of the date of this inspection. Every re-inspection fee amount shall not exceed the original inspection fee.

Wall paper, stain, or interior painting are excluded from our contract. New wood exposed to the weather will be prime painted, only upon request at an additional expense.

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.

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

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

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Thank you for selecting Transaction Termite, Inc. to perform a wood destroying pest and organism inspection on your property. The pest control industry recognizes a structure to have certain areas both inaccessible and not inspected. These areas include but are not limited to inaccessible and/or insulated attics or portions thereof. Attics and/or sub-areas with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; areas where there is no access without defacing or tearing lumber, masonry, or finished work; or areas below appliances or beneath floor coverings, furnishing; areas where behind encumbrances, storage, conditions, or locks make inspection impractical; and areas or timbers around eaves that would require use of an extension ladder. Please note that when termite infestation is noted, some form of hidden structural damage may exist.

This company shall recommend further inspection if there is any question about noted areas. If a re-inspection is either required or requested it must be completed within four months from the date of the original inspection. The cost of a re-inspection shall not exceed the cost of the original report. Any reconstruction to the structure, at areas that were inaccessible during the original inspection shall be re-inspected by this company prior to any closing of area(s). Re: Structural Pest Control Act Article 6 Section 8516 [b], Paragraph 1990 (j). Amended March 1, 1974.

Note: This inspection does not include inspection of electrical, plumbing, heating and other mechanical systems of the structure. This inspection will not detect building code violations. We recommend the owner/agent engage the services of a reputable "home inspection" company. Some structures, on certain properties, may 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 and are outside the scope of this report, and outside the scope of our expertise.

Note: This company makes no guarantee or warranty, expressed or implied, regarding future infestations, infections or adverse conditions or conditions present but not evident at the time of inspection.

This wood destroying pest & organisms report does not include mold or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a wood destroying organism and is outside the scope of this report as defined by the structural pest control act. If you wish your property to be inspected for mold or mold-like conditions, please contact the appropriate mold professional.

FHA/VA - The following certification is in compliance with the Structural Pest Control Act, Section 8519 of the business and professions code, and pertains to the visible and accessible areas inspected on the date of the original inspection report, and supplemental inspection reports, if any, and does not imply the absence or presence of infestation or infection in areas where further inspection was recommended and not completed.

Notice: The charge for service that this company sub-contracts 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 sub-contractor. You may accept Transaction Termite, Inc.'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, Transaction Termite, Inc. 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.

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

With slab construction, floor covering may conceal cracks in the slab that will allow infestations to enter. Infestations may be concealed by plaster, sheetrock or other wall coverings so that a diligent inspection may not uncover the true condition. The roof was not inspected due to lack of accessibility, qualification and licensing. These areas are not practical to inspect due to health hazards, damage, obstruction or inconvenience, unless specified or described in the wood destroying pest and organisms inspection report. This company shall exercise due care during inspections and treatments, but assumes no liability for any

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damage to tile, slates, shingles, or other roofing materials, including patio coverings, aluminum awnings, solar heating, plants, shrubbery or paint during any type of treatment.

The purpose of this report is to document findings and recommendations which pertain to the absence or presence of wood destroying organisms and/or conducive condition(s) at the time of inspection. This report should be read carefully and is not to be confused with a home maintenance survey. The client's cooperation and compliance to correct and/or complete the recommendations documented in this report are obligatory. Without a mutual effort this company cannot assure effective results.

No guarantee will be issued for any work that is a secondary recommendation or work completed by others. All other work performed by this company shall be guaranteed for the duration of one (1) year unless otherwise stated in the body of this report.

The owner of this structure has certain obligations regarding maintenance and conditions pertaining to the deterrence of wood destroying organisms. It is the responsibility of the owner or agent to inform our inspector regarding any knowledge of past or present termite infestation. Maintenance procedures include; but are not limited to reasonable cleaning, upkeep of roofs, gutters and downspouts; painting and sealing of exposed surfaces; caulking about doors and windows or grouting about commodes, tub and shower enclosures; storing enclosures; storing materials, one foot away from the structure foundation; providing adequate ventilation, maintaining proper drainage away from the structure (including sprinkler systems); keeping soil levels below the top of foundations and prohibiting earth contact with wood components of the structure(s).

Preparation is mandatory and it is the owner's responsibility to provide the utilities necessary for termite work. All plants or shrubbery must be trimmed back one foot from the structure prior to any fumigation or subterranean termite treatment. Any stored materials, furnishings, etc. On slab flooring must be moved one foot away from foundation and partition wall for inspecting and treatment. The owner must allow access for any necessary inspection or treatment.

Transaction Termite Inc. will not be liable for any possible damage done to flooring, waterpipes or electrical conduits in or under cement slab. Extreme care will be taken at all times.

This termite inspection pertains to accessible and visible areas only. This is not a structural damage report, a wood destroying organism inspector is not ordinarily a construction or building trades expert and therefore is not expected to possess any special qualifications which would enable him/her to detect the extent of structural damages. If damages or other evidence of wood destroying organisms is noted on this report, further investigation by a qualified expert of the building trade should be made to determine soundness of this property. This is not to be construed to constitute a guarantee of the absence of wood destroying organisms.

Notice to owners: Under the California Mechanics Lien law any structural pest control operator who contracts to do work for you, any contractor, sub-contractor, laborer, supplier or other person who helps to improve your property, but is not paid for his work or supplies has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor, and the laborers and suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as sub-contractors or material suppliers are required to provide you with a document entitled "preliminary notice". General contractors and laborers for wages do not have to provide this notice. A preliminary notice is not a lien against your property; its purpose is to notify you of persons who may have the right to file a lien against your property if they are not paid.

To insure extra protection for yourself and your property you may wish to take one or more of the following steps:

1. Require that your contractor supply you with a payment and performance bond (not a license bond), which provides a guarantee that all work and proper payments will be completed. This payment and performance bond as well as a copy of the construction contract may be filed with the county recorder for your further protection.
2. Before making payments on any completed phase or project, require your contractors to provide you with an unconditional

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release signed by each material supplier, sub-contractor and laborer involved on that project phase. Anyone signing this release loses the right to file a claim against your property. To protect yourself under this option you must be certain that all material suppliers, sub-contractors and laborers have signed.

Additional notes or remarks guarantee:

This estimate may not include painting, wall papering or carpet laying or floor covering.

This firm will not be responsible for possible damage to hidden pipes, conduits or ducts in the course of our work. This firm will not be responsible for possible damage to floor coverings in the course of our work. If infestation(s) or infection(s) pertaining to damage caused by either extends into inaccessible areas a cost estimate will be provided with a supplemental report. 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.

The exterior areas of this structure were visually inspected from the ground level only. If any infestation, infection or damage is discovered in a concealed area during the course of performing any recommendation in this report, this company will file a supplemental report. This company is not responsible for controlling such infestations or infections nor for repairing such damage.

DEFINITIONS OF SECTION I / SECTION II / FURTHER INSPECTION FINDINGS: SECTION I: Contains items where there is evidence of active infestation, infection, or conditions that have resulted in or from infestation or infection. SECTION II: Items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found. FURTHER INSPECTION: Items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as SECTION I OR II.

===== SEE BELOW FOR FINDINGS/RECOMMENDATIONS =====

SECTION I:

3A - Fungus / Dryrot

Finding 3A: Dry rot noted at window trim pieces as indicated by "3A" on diagram. (SECTION 1)

Recommendation 3A: Remove and replace the defective piece. SEE WORK AUTHORIZATION

SECTION II:

4A - Other Findings

Finding 4A: Bottom of guest bathroom pedestrian doors swollen as indicated by "4A" on diagram. No dry rot noted at time of the inspection. (SECTION 2)

Recommendation 4A: Contact a qualified repair person for repair.

NOTES:

Note A

PLEASE NOTE: If we are asked to reinspect dryrot work or Section 2 work completed by others in order to issue a clearance on the item(s), there will be a reinspection fee of \$65 added to the final invoice.



Transaction Termite, Inc.
72880 Fred Waring Drive, Ste. C-14
Palm Desert CA 92260
(760) 776-0850
transactiongina@verizon.net
Fax (760) 776-0810

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WORK AUTHORIZATION

Report #: 84728

Address of Property : 72325 Roxbury Drive
City: Rancho Mirage
State/ZIP: CA 92270

The inspection report of the company dated, **08/02/2022** is incorporated herein by reference as though fully set forth.

The company is authorized to proceed with the work outlined in the items circled below from the Termite Inspection Report for the property inspected, for a total sum of \$ _____. This total amount is due and payable within 30 days from completion repair work and/or chemical application.

THE COMPANY AGREES

To guarantee all repair completed by this company for one year from date of completion except for caulking, grouting, or plumbing, which is guaranteed for a period of **ninety (90) days**. We assume no responsibility for work performed by others, to be bound to perform this work for the price quoted in our cost breakdown for a period not to exceed 30 days, to use reasonable care in the performance of our work but to assume no responsibility for damage to any hidden pipes, wiring, or other facilities or to any shrubs, plants, or roof.

THE OWNER OR OWNER'S AGENT AGREES

To pay for services rendered in any additional services requested upon completion of work to pay a service charge of one and one-half percent (1 1/2%) interest per month, or portion of any month, annual interest rate of eighteen percent (18%) on accounts exceeding the ten (10) day full payment schedule. The Owner grants to The Company a security interest in the property to secure payment sum for work and inspection fee completed. In case of non-payment by The owner, reasonable attorney fees and costs of collection shall be paid by owner, whether suit be filed or not.

ALL PARTIES AGREE

If any additional work is deemed necessary by the local building inspector, said work will not be performed without additional authorization from owner or owner's agent. This contract price does not include the charge of any Inspection Report fees. Circle the items you wish performed by The Company, below and enter total amount above:

NOTICE TO OWNER

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

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

PLEASE NOTE: THE PRICE BELOW IS IN ADDITION TO THE INSPECTION FEE

ITEMS				
Prefix	Section I	Section II	Further Inspection	Other
3A	225.00	0.00	0.00	0.00
4A	0.00	0.00	0.00	0.00
Total:	225.00	0.00	0.00	0.00
GRAND TOTAL:	225.00			

If you would like our company to complete the above recommendation(s), please SPECIFY PAYMENT METHOD, fill in all blanks, sign and return via fax or email. By signing below you agree to pay Transaction Termite, Inc. IN FULL within time frame specified above regardless of escrow status. (We are happy to bill escrow but need a credit card back up for all jobs over \$500 effective April 1, 2020.)

CIRCLE PAYMENT METHOD: Check / Escrow / Credit Card # _____ Exp _____

Name: _____ Email: _____ Ph: _____

Address: _____
AUTHORIZING PARTY MUST FILL IN NAME, EMAIL and/or ADDRESS, & PHONE # ABOVE AND SIGN & DATE BELOW

Property Owner Signature: _____ Date: _____

Owner's Agent Signature: _____ Date: _____



INVOICE / STATEMENT

Transaction Termite, Inc.
72880 Fred Waring Drive, Ste. C-14
Palm Desert CA 92260
(760) 776-0850
transactiongina@verizon.net
Fax (760) 776-0810

Date: 08/02/2022
Report Number: 84728
Invoice Number: 84728-1
Escrow Number: 001055-SL

Property 72325 Roxbury Drive
Inspected: Rancho Mirage, CA 92270

Bill To: Stacey Leonard
Pickford Escrow

(760) 607-6309
staceyl@legendaryescrow.com

Inspection: \$	120.00
Contract: \$	0.00
Miscellaneous: \$	0.00
Invoice Total: \$	120.00
Payments: \$	0.00
Total Due: \$	120.00

Description of Service

If Recommendation "3A" (Section 1) is completed by this company there will be an added charge of \$225. Or there will be an added \$65 fee if a re-inspection is needed for clearance on repairs done by another vendor.

RETAIN THIS COPY FOR YOUR RECORDS

TO ENSURE PROPER POSTING OF PAYMENT, PLEASE MAKE SURE REPORT NUMBER IS ON CHECK. THANK YOU

CUT HERE

CUT HERE

CUT HERE



INVOICE / STATEMENT

Transaction Termite, Inc.
72880 Fred Waring Drive, Ste. C-14
Palm Desert CA 92260
(760) 776-0850
transactiongina@verizon.net
Fax (760) 776-0810

Date: 08/02/2022
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Property 72325 Roxbury Drive
Inspected: Rancho Mirage, CA 92270

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Invoice Total: \$	120.00
Payments: \$	0.00
Total Due: \$	120.00

Description of Service

If Recommendation "3A" (Section 1) is completed by this company there will be an added charge of \$225. Or there will be an added \$65 fee if a re-inspection is needed for clearance on repairs done by another vendor.

RETURN THIS COPY WITH REMITTANCE

TO ENSURE PROPER POSTING OF PAYMENT, PLEASE MAKE SURE REPORT NUMBER IS ON CHECK. THANK YOU