

OFFER SUBMISSION CHECKLIST

	ITEM	SOURCE	REQUIRED	RECOMMENDED best chance of acceptance
<input type="checkbox"/>	Buyers must physically view the property interior		X	
<input type="checkbox"/>	Buyers & Agent must review Prelim & Disclosures	http://www.trustedra.com/BuenaVista-disclosures	X	
<input type="checkbox"/>	Proof of Funds - most recent Bank Statement with name of account holder and statement period	<u>Do not</u> submit online banking summaries or screenshots	X	
<input type="checkbox"/>	Lender DU or LP Approval dated in the last 30 days	Buyer's lender	X	
<input type="checkbox"/>	Lender contact information		X	
<input type="checkbox"/>	Purchase Agreement	C.A.R Form "RPA" Revised 6/22	X	
<input type="checkbox"/>	Probate Agreement Purchase Addendum	C.A.R Form PA-PA Revised 6/22	X	
<input type="checkbox"/>	Addendum No. 1	Form is attached	X	
<input type="checkbox"/>	Receipt For Reports No. 1 and Contingency Removal	Form is attached	X	
<input type="checkbox"/>	Preliminary Title Approval and Contingency Removal	Form is attached	X	
<input type="checkbox"/>	Lead-Based Paint Addendum	Form is attached	X	
<input type="checkbox"/>	Electronic signatures must be of the signing individual(s) and not the name or initials of an entity		X	

Offers submitted without any item that is listed as "Required" above, will be presented to the Seller but will most likely be **REJECTED**.

Many of our clients require that their properties be listed in the MLS for 5 to 7 full days prior to their reviewing any offers. We encourage our clients to make a prompt decision after the period ends. **DO NOT Plan on getting a Counter Offer.** Submit your Highest and Best offer up front. **We do not disclose how many offers have been received or the prices offered.**

Email offer package to TrustedRA@gmail.com

ADDENDUM NO. 1

Addendum to: **California Residential Purchase Agreement And Joint Escrow Instructions**

Between: **The signers hereto**

Date: **Dated on or before the date hereof**

Property Address: **66735 Buena Vista Ave., Desert Hot Springs, CA 92240**

In the event of a conflict between the wording of this Addendum and the California Residential Purchase Agreement and Joint Escrow Instructions, this addendum shall apply. This Addendum significantly modifies the California Residential Purchase Agreement, read this carefully.

(1) PURCHASE AGREEMENT CHANGES

PARAGRAPH	PAGE	CHANGE
3B	1	Buyer to close escrow within 10 days after Seller releases all of Seller's contingencies stated at Section 2 herein . Seller shall have up to 100 days to remove all of Seller's contingencies.
3C	1	Offer shall remain in effect "until withdrawn in writing"
3D(1)	1	Initial Deposit Amount shall be the 10% of the Purchase Price or the amount stated at paragraph 3D(1), <u>whichever is greater</u> . Deposit to be made by wire transfer to Escrow Holder within 1 business days after acceptance.
3G(1)	2	Seller Credit to Buyer equals zero dollars
3K	2	Assignment Request time period equals zero days after acceptance
3L(1)	2	Time to remove Loan Contingency shall be 17 days. No loan contingency for All Cash,"Private" or "Hard Money" financing.
3L(2)	2	Time to remove Appraisal Contingency shall be 17 days. Buyer to provide Seller's agent with evidence that appraisal has been paid for and appraisal has been ordered within 7 days of acceptance. No Appraisal contingency for "All Cash", "Private", or "Hard Money" financing.

BUYER INITIALS _____

SELLER INITIALS _____

PARAGRAPH	PAGE	CHANGE
3L(3)	2	Time period for Investigation of Property contingency shall be 7 days after acceptance. Contrary to paragraph 14B(3) and 14B(4), If the California Residential Purchase Agreement and Joint Escrow Instructions is not canceled by Buyer, in writing on or before the 7th day after acceptance, Buyer shall be deemed to have removed the entire Investigation of Property Contingency stated at 8C. Buyer agrees to cooperate in signing a Contingency Removal form, however the failure to do so will not invalidate the “deemed removed” provision contained in this paragraph.
3L(3)	2	Informational access and access for inspections shall begin when the escrow holder has confirmed receipt of Buyer’s initial deposit and shall end on the 7th day after acceptance.
3L(4)	2	Review of Seller Documents to be zero days. Buyer to sign and date Receipt For Reports No. 1 and Contingency Removal attached hereto.
3L(5)	2	Preliminary Title Report Period to be zero days. Buyer to sign and date Preliminary Title Approval and Contingency Removal attached hereto.
3L(8)	2	Sale is not contingent upon the sale of Buyer’s property.
3M(1)	2	Possession to be delivered to Buyer upon notice of recording.
3N(1)	2	Seller Delivery of Documents. Documents have been delivered via internet link at TrustedRA.com/BuenaVista-disclosures .
3N(2)	2	Seller shall have 21 days after receipt to sign & return Escrow Holder Provisions & Instructions.
3N(4)	2	Buyer to install after close of escrow.
3P(1)	3	Any items checked at paragraph 3P(1) are not included, however if they are present at close of escrow they become the property of the Buyer.
3Q(1)	3	Seller to pay for Natural Hazards Zone Disclosure Report, including tax information and Environmental Screening. Provided by: JCP-LGS Residential Resale Property Disclosure Reports.
3Q(2) 3Q(3)	3	Reports listed, if any, shall be paid for by Buyer.

BUYER INITIALS _____

SELLER INITIALS _____

PARAGRAPH	PAGE	CHANGE
3Q4	3	Smoke Alarms, CO detectors, water heater bracing to be paid for by Buyer and installed by Buyer after close of escrow. If it's required to be installed prior to close of escrow, Buyer shall be responsible for all related costs incurred by Seller.
3Q(5)	3	Government Required Point of Sale Inspections, reports <u>will not</u> be paid for by Seller
3Q(6)	3	Government Required Point of Sale corrective/remedial actions <u>will not</u> be paid for by Seller
3Q(7)	3	Escrow Fees - each to pay their own fees. Escrow Holder to be Lawyers Title Company, or other escrow of Seller's choice
3Q(8)	3	Owner's title insurance policy to be paid for by Seller. Title Company to be Lawyers Title Company, or Seller's choice.
3Q(10)	3	County Transfer Tax to be paid for by Seller
3Q(11)	3	City Transfer Tax - Seller
3Q(16) 3Q(17)	3	Fees listed, if any, to be paid by Buyer
3Q(18)	3	Seller will not pay for home warranty plan
7E	5	Seller will only provide a key to the front door, front gate, and garage drive through door. Nothing else.
11A(3)	7	All Seller Disclosures shall be deemed complete as delivered, even if some boxes are not checked.
14B(3) 14B(4)	10	These paragraphs shall not apply to Buyer's Investigation of Property Contingency. Refer to changes to paragraph 3L(3) as stated on page 2 of this Addendum.
14C(2)(i)	10	To be deleted. Seller may cancel sale without giving Buyer a Notice To Buyer To Perform for failure to wire deposit as required by paragraph 3D(1) herein
23	12	Contrary to paragraph 23 of Purchase Agreement, Buyer may not assign this Purchase Agreement without the prior express written consent of the Seller, whose consent may be withheld, delayed, or conditioned in the sole and absolute discretion of the Seller. Any assignment made without Seller's consent shall be deemed void.
29	14	Liquidated Damages - deleted per Probate Agreement Purchase Addendum at paragraph 5 thereof.

BUYER INITIALS _____

SELLER INITIALS _____

PARAGRAPH	PAGE	CHANGE
30	14	Mediation - deleted per Probate Agreement Purchase Addendum at paragraph 5 thereof.
31	14	Arbitration of Disputes - deleted per Probate Agreement Purchase Addendum at paragraph 5 thereof.

(2) ADDED SELLER CONTINGENCIES

The following contingencies are added for the benefit of the Seller exclusively:

- (A) Escrow Holder having received by wire transfer the Buyer's Initial Deposit no later than the 1st business day after acceptance.
- (B) Sale is contingent upon Seller obtaining a court Order Confirming Sale Of Real Property to the Buyer.
- (C) Seller complying with all provisions of the California Probate Code that are applicable to the sale of the property.
- (D) Seller satisfying all requirements of the title insurer in order to insure title without out showing any exceptions to coverage that have been disapproved by Buyer.
- (E) Seller approving all charges on the Estimated Seller's Settlement Statement.
- (F) Seller's closing costs including payoff of mortgage and any other liens, to be paid without the Seller depositing any funds with the escrow holder.

(3) ADDITIONS TO PURCHASE AGREEMENT

The following items are added to the Purchase Agreement:

- (A) Seller will not provide inspections or certifications of any type, including but not limited to septic or private sewage disposal systems, termite, roof, and mold. Buyer may obtain any of these at Buyer's expense during buyer's inspection period.
- (B) If not provided in the Purchase Agreement or the Probate Agreement Purchase Addendum, Buyer shall provide to Seller's agent within 7 days after acceptance Buyer's complete vesting and mailing address to be used on the deed transferring title and in probate notices. Seller's agent shall provide a form to be completed by Buyer.

BUYER INITIALS _____

SELLER INITIALS _____

(C) Vesting provided by Buyer will be stated in statutory documents that will be prepared by the probate attorney. Buyer acknowledges and agrees that Buyer's vesting may not be changed after it has been provided. Buyer's Vesting provided must be consistent with the name of Buyer as stated in Purchase Agreement.

(D) Buyer is advised that the Riverside County Public Administrator has been appointed as Administrator with full authority of the Estate of Robert Harkins by the Superior Court of California, County of Riverside in case number PRIN2100154. Seller has elected to have the sale confirmed by said court.

(E) Buyer is advised that the Riverside County Public Administrator has never owned or occupied the subject property. They are participating in this transaction as a fiduciary for the purpose of administering a probate estate. They have a very limited knowledge of the property condition. They are not aware of the history of the property. Significant defects, malfunctions, or other material facts may exist that are unknown to them. Buyer is strongly encouraged to use diligence in investigating the property.

The undersigned, acknowledge they have read, understand, agree to, and have received a copy of this Addendum.

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Seller Signature _____ Date Signed _____

Riverside County Public Administrator for the
Estate of Robert Harkins
By: Natasha Rangel, Assistant Public Administrator

**RECEIPT FOR REPORTS NO. 1 and CONTINGENCY REMOVAL
66735 Buena Vista Ave, Desert Hot Springs, CA 92240**

ITEM RECEIVED	PREPARED BY	Date	Pages
Preliminary Title Report #622673749	Lawyers Title Company	Effective date 06/14/2022 at 07:30 AM	27 pages
Natural Hazards, California Tax Report, and Environmental Screening #3069369	JCP-LGS Residential Resale Property Disclosure Reports	Report Date 06/27/2022	52 pages
Natural Hazards Disclosure Statement & Acknowledgement of Receipt Report #3069369	JCP-LGS Residential Resale Property Disclosure Reports	Report Date 06/27/2022	1 page
Exempt Seller Disclosure	Seller	Signed by Seller 06/24/2022	1 page
Square Footage & Lot Size Disclosure and Advisory	Completed by Trusted Realty Advisors	Signed by Seller 06/24/2022	1 page
Agent Visual Inspection Disclosure	Trusted Realty Advisors	Signed by Seller's agent 06/27/2022	3 pages
Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice	California Association of Realtors	Signed by Seller 06/24/2022	2 pages
Market Conditions Advisory	California Association of Realtors	Signed by Seller 06/24/2022	2 pages
Water Heater and Smoke Detector Statement Of Compliance	California Association of Realtors	Signed by Seller 06/24/2022	1 page
Lead-Based Paint & Lead-Based Paint Hazards Disclosure, Acknowledgment, & Addendum	Seller	Signed by Seller 06/27/2022	2 pages
Statewide Buyer & Seller Advisory	California Association of Realtors	Signed by Seller 06/24/2022	14 pages

Booklet consisting of 123 pages titled "Homeowner's Guide to Earthquake Safety & Environmental Hazards" -- a combination of "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants, 2011" including toxic mold and Carbon Monoxide, "Protect Your Family From Lead In Your Home", "What is your Home Energy Rating (HERS)", and "The Homeowner's Guide to Earthquake Safety 2020 edition including natural gas safety.

Buyer acknowledges that the buyer has access to the internet and to the web page at TrustedRA.com/BuenaVista-disclosures where the items listed herein have been posted. By signing this addendum, Buyer accepts electronic delivery of the items listed herein via this web page. Buyer acknowledges receipt of all the items listed herein and acknowledges having been given the opportunity to review, print, or download all of the items listed herein. **BY SIGNING BELOW BUYER REMOVES ANY AND ALL CONTINGENCIES FOR BUYER'S APPROVAL OF ANY OF THE ITEMS LISTED ABOVE.** Buyer agrees to provide signed copies of the above listed items within 7 days of acceptance.

Buyer Signature

Buyer's Name Printed

Date Signed

Buyer Signature

Buyer's Name Printed

Date Signed

PRELIMINARY TITLE APPROVAL AND CONTINGENCY REMOVAL

Property Address: 66735 Buena Vista Ave., Desert Hot Springs, CA 92240

Preliminary title report file number 622673749, prepared by Lawyers Title Company, with an effective date of June 14, 2022 at 7:30 AM., has been made available for Buyer to review at TrustedRA.com/BuenaVista-disclosures. Report consists of 27 pages and includes hyperlinks to documents referenced in said report.

Buyer approves the vesting shown in Schedule "A" of the above referenced report, and any changes that may appear on any updated preliminary title report that reflect that the title is vested to the Estate of Robert Harkins..

Buyer accepts and approves items shown in Schedule B as exceptions to coverage items A, C, D, 1, 2, 3, 4, 5, 6, 7, 8, and 10. Buyer and Seller agree that property taxes owed for the current property tax year on date of closing are to be prorated between Buyer and Seller at close of escrow, and any property taxes owed for periods prior to the current property tax year on date of closing are to be paid through escrow and charged to the Seller.

Buyer disapproves items shown in Schedule B as exceptions to coverage items B, 9, 11, and 12. All amounts owed are to be paid in full through escrow and shall be charged to Seller. If any repairs or other corrective actions are required prior to item number 14 being released, Buyer agrees to close escrow and accept this item showing as exceptions to the title insurance policy coverage.

Buyer Approves the Legal Description shown in Exhibit "A" of the above referenced report.

Buyer agrees that Seller shall have the right to approve or disapprove any and all charges that are to be charged to Seller at closing.

BY SIGNING BELOW BUYER REMOVES ANY AND ALL CONTINGENCIES FOR BUYER'S APPROVAL OF THE PRELIMINARY TITLE REPORT EXCEPT FOR ANY ADDITIONAL ITEMS AFFECTING THE SELLER OR THE PROPERTY THAT MAY BE ADDED PRIOR TO CLOSING AND THAT ARE NOT MENTIONED HEREIN.

Buyer: _____ Date: _____

Print Buyer's Name _____

Buyer: _____ Date: _____

Print Buyer's Name _____

Seller: _____ Date: _____

Riverside County Public Administrator for the Estate of Robert Hawkins

By: Natasha Rangel, Assistant Public Administrator



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 LPD, 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Residential Lease or Month-to-Month Rental Agreement, Other: dated on property known as: 66735 Buena Vista, Desert Hot Springs, CA 92240 ("Property") in which is referred to as Buyer or Tenant and Estate of Robert L. Harkins is referred to as Seller or Landlord. Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

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 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.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards.

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: NONE.

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: NONE.

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.

X [Signature] Seller or Landlord Date [Signature]

Riverside County Sheriff-Coroner Public Administrator or the Estate of Robert L. Harkins. By: Natasha L. Rangel, Assistant Public Administrator



2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Trusted Realty Advisors

(Please Print) Agent (Broker representing Seller or Landlord)

By Mell Hargo

Associate-Licensee or Broker Signature
Mell Hargo

6-27-2022

Date

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in **paragraph 1** above and 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." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for **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; OR, (if checked) Buyer waives the right 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.

Buyer or Tenant

Date

Buyer or Tenant

Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under § 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

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

Agent (Broker obtaining the Offer)

By

Associate-Licensee or Broker Signature

Date

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY 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. This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

RLBS Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

