

## **OFFER SUBMISSION CHECKLIST**

*Email the items below in 1 PDF document to : [TrustedRA@gmail.com](mailto:TrustedRA@gmail.com)*

*Note: To combine single PDF pages to one file you can do so for Free at [www.ilovepdf.com](http://www.ilovepdf.com)*

\_\_\_\_\_ (1) Must use C.A.R. Residential **Probate Purchase Agreement & Joint Escrow Instructions** (REQUIRED) - Must include Buyers Vesting at paragraph 16

\_\_\_\_\_ (2) Proof of funds to close - dated within last 30 days (REQUIRED).

\_\_\_\_\_ (3) A deposit of 10% of your Purchase Offer is required and must be submitted the next business day AFTER acceptance.

\_\_\_\_\_ (4) “Liquidated Damages” Use Liquidated Damages Addendum. (REQUIRED). Form is attached.

\_\_\_\_\_ (5) “Addendum No. 1” - Signed by Buyer (REQUIRED) Form is attached

\_\_\_\_\_ (6) “Agency Disclosure” form signed by Buyer and Agent (REQUIRED).

\_\_\_\_\_ (7) “Probate Compensation Agreement - Signed by agent only (REQUIRED)

Many of our clients require that their properties be listed in the MLS for 5 full days prior to their reviewing any offers. We encourage our clients to make a prompt decision after the 5 day period ends. **DO NOT Plan on getting a Counter Offer.** Submit your Highest and Best offer up front.

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

TRUSTED REALTY ADVISORS (909)862-0102 Email [TrustedRA@gmail.com](mailto:TrustedRA@gmail.com)

CAL BRE No. 00820556

**OFFER MUST BE SUBMITTED ONLINE AT**  
**[TrustedRA.com/barberry](http://TrustedRA.com/barberry)**

# ADDENDUM NO. 1

**Addendum to:** Probate Purchase Agreement And Joint Escrow Instructions  
Between the signers hereto, and dated on or before date hereof

**Property Address:** 7407 Barberry Ave, Yucca Valley, CA 92284

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

## LIQUIDATED DAMAGES, CONTINGENCY TIME PERIODS, CONTINGENCY REMOVAL

(1) The 10% initial deposit stated in the Purchase Agreement shall be deemed to be "the deposit actually paid" for Liquidated Damages purposes, regardless of whom is holding said deposit, and regardless of whether the deposit instrument has been deposited. Buyer and Seller to sign a separate Liquidated Damages Addendum that is attached hereto and incorporated herein by reference.

(2) Sale is **not** contingent upon Buyer's approval of condition or other matters affecting property. Paragraphs 13B, 14A, 14B, 14C, 17B(1), 17B(2), and 17B(3) shall be deemed to have been removed from the Probate Purchase Agreement, and are no longer applicable. **There are no inspection periods after acceptance.** Buyer acknowledges that Buyer has had the opportunity to inspect the property **prior to** signing this Addendum. Buyer is aware that property needs substantial repairs. By signing this Addendum, Buyer represents that Buyer has sufficient knowledge and funds to accept the high level of risk associated with this purchase. Buyer accepts **all risks** related to Buyer's limited ability to determine the condition of major systems including but not limited to plumbing, septic (if applicable), electric, heating and air conditioning, due to utilities not being on, including water, electricity, and natural gas.

(3) Seller has not, and **will not activate any utilities** including water, electricity, and natural gas.

(4) Buyer does not have a Loan Contingency or Appraisal contingency.

**Buyer's Initials** \_\_\_\_\_

**Seller's Initials** \_\_\_\_\_

## Addendum No. 1 (continued)

(5) Any addition or deletion of any Buyer shall require Seller's written approval.

### REPAIRS, REPORTS, DISCLOSURES

(6) Seller will make **no repairs** or give any credits for repairs, Seller will not pay for any inspections and/or certifications, including for wood destroying pest (termites), Septic tank or Home Warranty Plans of any kind. Seller will not pay for Environmental or C.L.U.E. reports aka: Comprehensive Loss Underwriting Exchange. Buyer may obtain any of these inspections, reports, or Home Warranties at Buyer's expense.

(7) Buyer acknowledges having been given the opportunity, prior to Buyer signing this Addendum, at Buyer's request to review the items listed in this paragraph. Items listed are available at [www.TrustedRA.com/barberry](http://www.TrustedRA.com/barberry)

(A) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 02/01/2017. Buyer approves items contained in said disclosure.

(B) Natural Hazards Disclosure Report and California Tax Disclosure Report number 2037779, prepared by JCP-LGS Residential Property Disclosure Reports, dated 01/24/2017. Buyer approves items contained in said disclosure reports.

(8) This is a Probate sale and Seller is *exempt* from completing a Real Estate Transfer Disclosure Statement. Seller *will not* provide a Seller Property Questionnaire, Smoke Detector disclosure, Megan's Law (in contract), Market Condition Report, Statewide Buyer and Seller Advisory (SBSA) or any other disclosure listed on the Probate Advisory.

(9) Seller shall have the right to refuse to sign any document **that is not** specifically required by Federal, State or Local law. These documents shall include, but not limited to: Selling Agent Office Disclosures, Addendums, Agreements and/or Advisories. All Buyer and Seller Disclosures to be signed and returned no later than **8 days** after acceptance.

### POSSIBLE CODE ENFORCEMENT VIOLATIONS

(10) Buyer is advised that there may be existing or future Code Enforcement Violations pertaining to the property. By signing this Addendum, Buyer agrees to close escrow subject to any and all code enforcement violations that may exist.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

## Addendum No. 1 (continued)

### ESCROW

(11) Escrow holder to be First American Title Company in Redlands. Escrow Officer to be Cheryl Zanini. Contact info: [czanini@firstam.com](mailto:czanini@firstam.com) (909) 380-8776. 1855 West Redlands Blvd, Suite 100, Redlands. Buyer and Seller to each pay their own escrow fees and charges. Seller reserves the right to change Escrow company and/or escrow officer.

(12) Initial Deposit of 10% of purchase amount is to be received by the escrow holder no later than 2:00 PM on the **next** business day after the day of acceptance. ***Failure to comply with this paragraph shall be deemed a default by Buyer.*** Seller shall be entitled to receive from Buyer an amount equal to stated deposit amount as Liquidated Damages.

(13) Any amounts owed for liens recorded prior to close of escrow with the County Recorder are to be paid at closing from Seller's proceeds. Buyer is to be responsible after close of escrow for all costs incurred in activating utility services to the property.

### TITLE INSURANCE

(14) Buyer has the option to obtain title insurance from any provider, at buyers expense. If provided by Orange Coast Title Company of Southern California, then Seller will pay for standard owner's policy. Buyer acknowledges that Preliminary title report number 210-1830265-10 prepared by Orange Coast Title Company of Southern California, with an effective date of November 7, 2016 at 7:30 AM, has been made available for Buyer to review at [www.TrustedRA.com/Barberry](http://www.TrustedRA.com/Barberry) , prior to Buyer signing this Addendum. Buyer accepts and approves all items affecting title as shown in Schedule "B" of said report **except** for exceptions to coverage items **1,8,9,10, and 11**, any additional items affecting Seller or the property that may be added prior to closing. Current year Property Taxes are to be prorated by escrow Holder at closing, between Buyer and Seller.

### PROBATE PROCEEDINGS

(15) The Estate of Matthew Stone, aka Matthew James Stone, aka Matthew J. Stone Decedent is subject to the probate proceedings in the Superior Court of California, County of San Bernardino, Case No. PROPS 1601275.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

## **Addendum No. 1 (continued)**

(16) **The Seller herein is:** Edward E. Harter, Deputy Director of Coroner and Public Administrator for the Estate of Matthew Stone, aka Matthew James Stone, aka Matthew J. Stone, Deceased, as authorized by Court Order issued by the Superior Court of California, County of San Bernardino on January 19, 2017 . In all documents pertaining to the sale of the subject property, Edward E. Harter, is signing and/or initialing in his capacity as Administrator of said estate. If Edward E. Harter is unavailable to sign any documents pertaining to the sale, then Robert H. Shaw, may sign on behalf of the Coroner and Public Administrator. No separate Representative Capacity Signature Disclosure will be signed by the Seller.

(17) An appraisal for sale must be obtained from the Court appointed Probate Referee. Sale is contingent upon the purchase price being equal to or greater than ninety percent of the Probate Referee's appraisal value. This contingency exists for the benefit of the Seller exclusively.

(18) Seller intends to sell the property by using the Notice of Proposed Action procedure as provided for in the California Probate Code. Buyer agrees to close escrow within 7 calendar days after the date of the Proposed Action as will be stated in the Notice of Proposed Action at its paragraph #3. Buyer and Buyer's agent will be sent a copy of the Notice of Proposed Action. Exact escrow time period cannot be determined but, is anticipated to be within 45 days after acceptance of the Purchase Agreement by the Seller. If the Seller receives an **objection** to the Notice of Proposed Action, then paragraphs (18A) and (18B) below shall be applicable.

(A) Sale is contingent upon Seller obtaining an Order confirming Sale of Real Property from the Superior Court of California, County of San Bernardino. This contingency is for the benefit of the Seller exclusively. A court hearing is required to obtain said Order. Competitive bidding is allowed at the Court Confirmation hearing. The minimum competitive overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, and \$500.

**Buyer's Initials** \_\_\_\_\_

**Seller's Initials** \_\_\_\_\_

**Addendum No. 1 (continued)**

(B) Buyer agrees to close escrow within **7 calendar days** after receipt by Buyer’s agent of a copy of a Court Order Confirming Sale of Real Property. If a Court Order Confirming Sale of Real Property becomes necessary the escrow period will be approximately an additional 60 days.

**PERSONAL PROPERTY TO REMAIN**

(19) Buyer acknowledges that some personal property and debris of unknown monetary value is present. Buyer accepts all responsibility, risk and expense for lawfully dealing with any and all personal property and debris remaining on or in the property, including the Garage, at close of escrow. Seller shall have the right, but no obligation, to remove any items of personal property prior to close of escrow.

**OTHER PROVISIONS**

(20) Buyer accepts responsibility for installing Carbon Monoxide Detector(s), Smoke Detector(s), and for strapping water heater after close of escrow.

(21) Possession & occupancy shall be delivered to Buyer on the day that escrow closes by 6:00 PM.

(22) Sale is contingent upon any existing liens and mortgages being paid off from Seller's proceeds without any additional contribution to escrow by Seller. This contingency exists for the benefit of the Seller exclusively.

(23) Buyer does not intend to occupy the Property as Buyer's primary residence.

(24) Any notices to Buyer shall be delivered via email to Buyer’s agent, except as required by California Probate Code.

**HEADINGS**

(25) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**Buyer’s Initials** \_\_\_\_\_

**Seller’s Initials** \_\_\_\_\_

**Addendum No. 1 (continued)**

**ATTACHMENTS, ADDENDUM, SUPPLEMENTS**

(26) The following are attached hereto and incorporated herein by reference:

- (A) Liquidated Damages Addendum (consisting of 1 page)
- (B) Mandatory Future Sewer Connection Notice And Addendum ( consists of 1 page)
- (C) Exempt Seller Disclosure (consisting of 1 page)
- (D) Lead-Based Paint and Lead-Based Paint Hazards Disclosure, Acknowledgement and Addendum (consisting of 2 pages)

The undersigned, acknowledge they have read, understand, agree to, and have received a copy hereof.

_____	_____	_____
Buyer Signature	Buyer's Name Printed	Date Signed

_____	_____	_____
Buyer Signature	Buyer's Name Printed	Date Signed

_____	_____
Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator for the Estate of Matthew Stone, aka Matthew James Stone, aka Matthew J. Stone, Decedent	Date Signed

**Buyer's Initials** \_\_\_\_\_

**Seller's Initials** \_\_\_\_\_

## LIQUIDATED DAMAGES ADDENDUM

Buyer(s): \_\_\_\_\_

**Seller: Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator for the** for the Estate of Matthew Stone, aka Matthew James Stone, aka Matthew J. Stone, Decedent

**Property Address: 7407 Barberry Ave, Yucca Valley, CA 92284**

The following Liquidated Damages Provision is hereby incorporated in and made a part of the Probate Purchase Agreement and Joint Escrow Instructions.

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

Should it become necessary pursuant to provisions of the California Probate Code to obtain Superior Court Confirmation of this sale, upon confirmation by the Court the provisions of the Liquidated Damages Addendum shall no longer apply, and the provisions of California Probate Code shall apply. In the event of a default by the Buyer after Court Confirmation, Buyer is advised that damages owed to the Seller will be determined by the Court, and may exceed the deposit amount.

The undersigned have read and acknowledge receipt of a copy of this Liquidated Damages Addendum.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

**Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator**  
for the Estate of Matthew Stone, aka Matthew James Stone, aka Matthew J. Stone,  
Decedent .



# BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 7407 Barberrry Ave, Yucca Valley, CA 92284  
California Regional Multiple Listing Service, Listing #EV17022729

**SELLER: Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator** for the Estate of Matthew Stone, aka Matthew James Stone, aka Matthew J. Stone, Decedent

Trusted Realty Advisors has an Exclusive Listing with the Seller. From compensation that Seller has agreed to pay to Trusted Realty Advisors under said Exclusive Listing Agreement, Trusted Realty Advisors makes a unilateral offer of compensation to any cooperating broker to compensate them an amount equal to 2.0% of the final selling price of the property. Offer of compensation is subject to all of the following conditions:

- (a) an actual sale is made
- (b) if court confirmation or approval is required, the sale is confirmed or approved by the court as required
- (c) the sale is consummated

No offer of compensation is being made, and no compensation will be paid to any cooperating broker if any of the following apply:

- (a) the agent or broker, directly or indirectly, is the purchaser of the property. (california probate code section 10160.5)
- (b) the agent or broker representing the purchaser has any interest in the purchaser. (california probate code section 10160.5)

## UNCONFIRMED COOPERATING BROKERS

The broker that submits the original purchase agreement for which a hearing for court confirmation is held, shall not receive any compensation if the court confirms a sale on an increased bid, made at the time of the hearing, to a purchaser other than the purchaser in the original purchase agreement for which the hearing for court confirmation was held.

The undersigned Broker or licensed agent representing a Broker, agrees to and accepts the offer of compensation as stated above, and agrees that in any action, proceeding, or arbitration arising out of this agreement, that Trusted Realty Advisors shall be entitled to recover reasonable attorney fees and costs from cooperating broker.

Cooperating Broker Company Name: \_\_\_\_\_

Agent Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**MANDATORY FUTURE SEWER CONNECTION  
NOTICE AND ADDENDUM**

**Property Address: 7407 Barberry Avenue, Yucca Valley, CA 92284**

A Public Sewer system is being constructed in the area of this property. This property **will be required** to connect to the public sewer system within a few years.

Property taxes for this property will be increased to pay for the construction and maintenance of the public sewer system.

The property owner will be required to pay for the cost to connect this property to the system. Financing will be made available.

Detailed information is available from Hi-Desert Water District on their project website at:

[Protectgroundwater.org](http://Protectgroundwater.org)

By signing below the undersigned hereby acknowledge being advised of the information stated above. I/we acknowledge that we have access to the internet and have received the site link above. I/we agree to hold the Seller and Trusted Realty Advisors harmless and free from any and all claims pertaining to the requirement to connect to the public sewer system and any and all costs associated with the system and the connection to the system. I/we acknowledge that neither the Seller or Trusted Realty Advisors has or will provide any additional information pertaining to the public sewer system.

Sign: \_\_\_\_\_

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Date \_\_\_\_\_

Print Name: \_\_\_\_\_