

OFFER SUBMISSION CHECKLIST

Email the items below in 1 PDF document to : TrustedRA@gmail.com

Note: To combine single PDF pages to one file you can do so for Free at www.ilovepdf.com

- _____ (1) Must use C.A.R. Probate Purchase Agreement (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.**
- _____ (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) If Buyer is a Corporation, LLC, Partnership or Trust - must provide
proof that signer has legal authority to sign for the entity.**
- _____ (8) "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
CAL BRE No. 00820556

**OFFER MUST BE SUBMITTED ONLINE AT
TrustedRA.com/Valaria**

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: 6678 Valaria Drive, Highland, CA 92346

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 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) All contingencies, if any, benefitting Buyer contained in the Purchase Agreement shall be deemed to become active and effective **only after** buyer's deposit has been deposited into escrow holder's Trust Account. Contingency time periods shall begin counting the next day after Acceptance, even if they are not yet active and effective.
- (3) All contingencies, shall end at the expiration of their respective time periods. Their release or removal **SHALL NOT** require any signature of the Buyer. If the Buyer desires to cancel based on a contingency or right of approval, Buyer shall do so by signing a Cancellation of Contract form (C.A.R. Form CC), and causing the same to be delivered to the Seller's agent prior to the expiration of the contingency time period. A cancellation by the Buyer after the expiration of the contingency time period shall be deemed a DEFAULT by the Buyer. The submission of a Request For Repairs (C.A.R. Form RR) shall not cause the contingency periods to be extended beyond the contingency time periods stated below. No time period shall be extended, unless, both Buyer and Seller have signed agreeing to the extension of time on an Extension Of Time Addendum (C.A.R. Form ETA).

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

- (4) If the last day of a Contingency period is a Saturday, Sunday, or legal holiday, the contingency period shall end at the end of the contingency's time period and shall not extend to the next business day.
- (5) 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.
- (6) Seller has not, and **will not activate any utilities** including water, electricity, and natural gas.
- (7) Buyer does not have a Loan Contingency or Appraisal contingency.
- (8) Any addition or deletion of any Buyer shall require Seller's written approval.

REPAIRS, REPORTS, DISCLOSURES

- (9) 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), or Home Warranty Plans of any kind. Seller will not pay for Environmental or Comprehensive Loss Underwriting Exchange aka: C.L.U.E. reports. Buyer may obtain any of these inspections, reports, or Home Warranties at Buyer's expense.
- (10) 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/valaria

Buyer's Initials _____

Seller's Initials _____

(Page 2 of 7 pages)

Addendum No. 1 (continued)

- (A) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 2/26/2016. Buyer approves items contained in said disclosure.
- (B) Natural Hazards Disclosure Report and California Tax Disclosure Report number 1785810, prepared by JCP-LGS Residential Property Disclosure Reports, dated 03/29/2016. Buyer approves items contained in said disclosure reports.
- (11) 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 or Statewide Buyer and Seller Advisory (SBSA).
- (12) 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.
- (13) Buyer is advised that the City Of Highland has recorded a NOTICE OF NON-COMPLIANCE - SUBSTANDARD PROPERTY against the title to the property. By signing this Addendum, Buyer acknowledges that Buyer has satisfied self as to any concerns pertaining to this disclosure.

POSSIBLE CODE ENFORCEMENT VIOLATIONS

- (14) 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 at closing.

ESCROW

- (15) Escrow holder to be Orange Coast Title Company of Southern California, San Bernardino office. Escrow number: 1720292-DD Escrow Officer Desiree Diaz. desireed@octitle.com. Telephone Number (909)825-8800 Buyer and Seller to each pay their own escrow fees and charges.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

- (16) Initial Deposit is to be received by the escrow holder no later than 4:30 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.
- (17) Any amounts owed prior to close of escrow to the City of Highland or the County of San Bernardino for code enforcement penalties and actions by code enforcement prior to close of escrow are to be paid at closing from Seller's proceeds. Buyer shall be responsible for any City or County inspection fees, permits, repairs, or other corrective actions required to release any Liens. No inspections, repairs, or corrective actions are to be commenced by Buyer, Buyer's representatives, or City/County officials prior to close of escrow.
- (18) Any amounts owed prior to close of escrow to the City of Highland or County of San Bernardino for liens pertaining to delinquent water, sewer, or refuse fees 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

- (19) 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 210-1720292-10 prepared by Orange Coast Title Company of Southern California, with an effective date of January 5, 2016 at 7:30 AM, has been made available for Buyer to review at www.TrustedRA.com/Valaria, 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 2, 3,8,9,10,11,12,13, and 14, and, any additional items affecting Seller or the property that may be added prior to closing. Property Taxes shown as item 1 in Schedule "B" are to be prorated by escrow holder at closing, between Buyer and Seller.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

PROBATE PROCEEDINGS

- (20) The Estate of Joyce Takamatsu, aka Joyce A. Takamatsu, aka Joyce Annette Takamatsu, Decedent is subject to the probate proceedings in the Superior Court of California, County of San Bernardino, Case No. PROPS 1500866.
- (21) The Seller herein is: Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator as Administrator for the Estate of Joyce Takamatsu, aka Joyce A. Takamatsu, aka Joyce Annette Takamatsu, Deceased, as authorized by Court Order issued by the Superior Court of California, County of San Bernardino on November 3, 2015. In all documents pertaining to the sale of the subject property, Edward E. Harter, Jr 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.
- (22) 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 about 30 days after acceptance of the Purchase Agreement by the Seller. If the Seller receives an objection of the Notice of Proposed Action then paragraphs (22A) and (22B) below shall become 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 the Court Confirmation hearing. Buyer (s) and their agent may refer to the Probate Purchase Agreement and Joint Escrow Instructions, paragraph 4B(2) for information on minimum overbid amounts.
- (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 it is anticipated that the court hearing will be scheduled approximately 65 days after acceptance of the purchase Agreement by the Seller.

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

PERSONAL PROPERTY TO REMAIN

(23) Buyer acknowledges that a some personal property of unknown monetary value is present. Buyer accepts all responsibility, risk and expense for lawfully dealing with any and all personal property remaining on or in the property 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

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

(25) Possession & occupancy shall be delivered to Buyer on the day that escrow closes by 5:00 PM.

(26) Sale is contingent upon all existing liens and mortgage 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.

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

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

HEADINGS

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

ATTACHMENTS, ADDENDUM, SUPPLEMENTS

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

- (A) Liquidated Damages Addendum (consisting of 1 page)
- (B) Exempt Seller Disclosure (consisting of 1 page)
- (C) Lead-Based Paint and Lead-Based Paint Hazards Disclosure, Acknowledgement and Addendum (consisting of 2 pages)

Buyer's Initials _____

Seller's Initials _____

Addendum No. 1 (continued)

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 as Administrator for the Estate of Joyce Takamatsu,
aka Joyce A. Takamatsu, aka Joyce Annette Takamatsu, Deceased.

Date Signed

LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____

Seller: Edward E. Harter, Jr, Deputy Director of Coroner and Public Administrator
for the Estate Joyce Takamatsu, aka Joyce A. Takamatsu, aka Joyce Annette
Takamatsu, deceased

Property Address: 6678 Valaria Drive, Highland, CA 92346

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
as Administrator for the Estate Joyce Takamatsu, aka Joyce A. Takamatsu,
aka Joyce Annette Takamatsu, deceased**

BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 6678 Valaria Drive, Highland, CA 92346

SELLER: Edward E. Harter, Jr, Deputy Director of Coroner and Public
Administrator as Administrator for the Estate Joyce Takamatsu, aka
Joyce A. Takamatsu, aka Joyce Annette Takamatsu, deceased

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 2.5% 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 _____



**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 11/10)**

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: _____

dated 1/18/2016, on property known as: 6678 Valaria Dr, Highland, CA 92346-2374 ("Property") in which _____ is referred to as Buyer or Tenant and Edward E. Harter, Deputy Director of Coroner and Public Administrator is referred to as Seller or Landlord.

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.

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. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

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.

Seller or Landlord Edward E. Harter

1/18/2016
Date

Edward E. Harter, Deputy Director of Coroner and Public Administrator for the Estate of Joyce Takamatsu, aka Joyce A. Takamatsu, aka Joyce Annette Takamatsu, Deceased.

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Buyer's/Tenant's initials (_____) (_____)

Reviewed by _____ Date _____



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

Trusted Realty Advisors, 7241 Palm Ave STE 200 Highland, CA 92346-3262 Phone: 909-862-0102 Fax: _____ Valaria 6678 -
Jim Trammell Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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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 [Signature] 01/11/2016
Associate-Licensee or Broker Signature Date
Jim Trammell and/or Mell Hargo

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 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) [X] 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

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. This form is available for use by the entire real estate industry. 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.

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

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Reviewed by _____ Date _____



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