

OFFER SUBMISSION CHECKLIST

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- _____ (1) Must use C.A.R. Probate Purchase Agreement (REQUIRED)
- _____ (2) Proof of funds to close - dated within the last 30 days and showing the name of the Buyer or Buyer's Entity (REQUIRED).
- _____ (3) Financed transactions must include DU Approval & FICO scores UPFRONT with an offer. Must be dated within the last 30 days.
- _____ (4) A deposit as per paragraph 2 of the attached Addendum No. 1 (REQUIRED).
- _____ (5) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached
- _____ (6) Must sign "Liquidated Damages Addendum" (REQUIRED) Form is attached
- _____ (7) "Agency Disclosure" form signed by Buyer and Agent (REQUIRED).
- _____ (8) Broker Compensation Agreement - Probate Sale signed by Agent (REQUIRED). Form is attached.
- _____ (9) If Buyer is a Corporation, LLC, Partnership or Trust - must provide proof that the signer has legal authority to sign for the entity.

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 * CAL BRE No. 00820556

OFFER MUST BE SUBMITTED ONLINE AT
TrustedRA.com/Roles

ADDENDUM NO. 1

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

Property Address: 5067 Warren Vista Ave, Yucca Valley, CA 92284

(1) 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 Probate Purchase Agreement, read this carefully.

INITIAL DEPOSIT / LIQUIDATED DAMAGES

(2) The amount of Buyer's Initial Deposit shall be as follows:

(A) For buyers intending to occupy the property as Buyer's primary residence as stated at paragraph 11A of the Probate Purchase Agreement, the Initial Deposit shall be **\$10,000** or the amount shown at paragraph 3A of the Probate Purchaser Agreement and Joint Escrow Instructions, whichever is greater.

(B) If the Buyer does not intend to occupy the property as Buyer's primary residence then Buyer's Initial Deposit shall be **10%** of the Purchase Price.

Said deposit is to be by **wire transfer** to be received by the escrow holder no later than **2:00 PM on the next business day after** acceptance.

(3) The initial deposit stated herein shall be deemed to be "the deposit actually paid" for Liquidated Damages purposes, regardless of who is holding said deposit, and regardless of whether the deposit instrument has been deposited.

BUYER CONTINGENCIES

(4) All contingencies benefitting Buyer, if any, shall be deemed to become active and effective **only after the buyer's** deposit has been deposited into the 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.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

(5) 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 contingency shall continue beyond the initial contingency period unless Buyer and Seller have both signed an Extension of Time Addendum (C.A.R. form ETA) prior to the expiration of the contingency time period.

(6) 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.

(7) Contingency period for all of the buyer's desired inspections and investigations and for approval of property condition, Disclosures, and Preliminary Title Report, and all other Contingencies, **except** Loan Contingency and Appraisal contingency, shall be **7 calendar days** after acceptance. All of the above shall be deemed approved at the expiration of the contingency time period, whether or not, buyer has signed approving them. Any reports or disclosures that are being approved when Buyer signs this addendum shall be considered fully approved and Buyer shall have no further contingency rights with regard to those items.

(8) Buyer's Loan Contingency and Appraisal contingency periods shall be **21 calendar days** after acceptance. Any cancellation based on the appraisal contingency must be accompanied by a complete full copy of the appraisal. Buyer agrees to verify that Buyer's lender has ordered the appraisal. There shall be no loan or appraisal contingency if the purchase agreement states "All Cash offer".

(9) Buyer hereby authorizes Buyer's Lender to release a copy of a complete full appraisal to Seller's agent **within 21 days** after acceptance. Buyer(s) indemnify the Lender from any and all claims which may arise as a result of Lender's compliance with this paragraph.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

REPAIRS, INSPECTIONS AND REPORTS

(10) Seller will make **no repairs** or give any credits for repairs, Seller will not pay for any surveys, Home Warranties, inspections and/or certifications, including for wood destroying pest (termites), Septic tank, if any, or any other 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 and reports at Buyer's expense.

BUYER DUTY TO VERIFY

(11) The Seller and Seller's agents are making no representations, warranties, or guarantees to the Buyer, with regard to: the property condition; property zoning; allowable uses; building permits, permit or other governmental fees, utility services available or not available at the property, including, if the property is connected or not connected to a public sewer systems; or if the property does or doesn't have an operable septic system or other private sewage disposal system. All information provided to Buyer, including information provided on the California Regional Multiple Listing Service or any other internet web sites is not guaranteed and Buyer accepts responsibility for independently verifying all information. Buyer accepts all risks resulting from Buyer's failure to adequately do so.

(12) DRAINAGE EASEMENT

Buyer is advised that the Owner's Certificate shown on the recorded Tract Map for Tract No. 5744 recites, in part:

"We also hereby grant to the County of San Bernardino, the privilege and right to extend and maintain drainage structures, 1-½ to 1 excavation slopes, and 1-½ to 1 embankment slopes upon all of those certain lot areas where said slopes or embankments or drainage structures extend beyond the limits of the dedicated rights of way included within said Tract, wherever required for the construction and maintenance of road beds occupying the full width of said portions; also the privilege and right to plant and maintain grass, plants, and / or trees on said slopes for soil erosion protection of same."

Buyer approves this disclosure and confirms that Buyer has investigated said easement to Buyer's full satisfaction prior to signing this addendum.

(13) NATURAL DRAINAGE COURSE

Buyer is advised that the recorded Tract Map for Tract No. 5744, shows an appears to indicate the existence of a Natural Drainage Course marked "N.D.C." crossing the subject property in a Northwesterly direction from the South property line to the North property line. Buyer approves this disclosure and confirms that Buyer has investigated said Natural Drainage Course to Buyer's full satisfaction prior to signing this addendum.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

(14) MAINTENANCE OR IMPROVEMENT OF PUBLIC ROAD EASEMENTS

The recorded Acceptance of offer of dedication of easement(s) for public roads in the subject property tract states that " The county of San Bernardino, State of California, by and through its duly authorized officers, hereby approves of and accepts the foregoing dedication and this map of Tract No. 5744, but accepts no obligation as to maintenance and improvement of the San Bernardino County Drainage Easements." By signing this addendum, Buyer approves this disclosure and confirms that Buyer has investigated said easement to Buyer's full satisfaction prior to signing this addendum.

ESCROW

(15) Escrow holder to be First American Title Company. Escrow number **6224455**.. Escrow Officer to be Cheryl Zanini. Email: **czanini@firstam.com**

Address: 1855 W. Redlands Blvd, Suite 100, Redlands, CA 92373 . Buyer and Seller to each pay their own escrow fees and charges. Seller reserves the right to change Escrow company and/or escrow officer to another company of Seller's choice.

(16) Initial Deposit in an amount as determined by paragraph 2 herein, 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 the stated deposit amount as Liquidated Damages.

ESCROW CLOSING DATE

(17) Escrow to close on the date that the buyer is requesting on the Probate Purchase Agreement and Joint Escrow Instructions at paragraph 1D **or** the date determined by paragraph **26** herein, **whichever is later**.

TITLE INSURANCE

(18) Seller will pay for the standard owner's policy of Title Insurance if provided by First American Title Company - Redlands. Buyer has the option to obtain title insurance from any provider. Buyer shall pay for the owner's policy of Title Insurance if provided by a company other than First American Title Company.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

(19) PRELIMINARY TITLE REPORT

Buyer acknowledges that Preliminary title report number 0623-6224455 prepared by First American Title Company, with an effective date of April 16, 2020 at 7:30 AM, has been made available for Buyer to review at TrustedRA.com/Roles, prior to Buyer signing this Addendum. Buyer accepts and approves all items affecting title as shown in said report **except** for exceptions to coverage items 8 and item 9 and any additional items affecting Seller or the property that may be added prior to closing. Seller to be charged through escrow for all prior years property taxes, if any, including penalties, and interest. Current year Property Taxes are to be prorated between Buyer and Seller by escrow holder at closing.

REPORTS, DISCLOSURES, ADVISORIES, AND BOOKLETS

(20) 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 TrustedRA.com/Roles

(A) Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 04/11/2020. Consisting of 4 pages. Buyer approves items contained in said disclosure.

(B) Natural Hazards Disclosure Report and California Tax Disclosure Report number 2614855, prepared by JCP-LGS Residential Resale Property Disclosure Reports, dated 02/13/2020. Consisting of 38 pages. Buyer acknowledges receipt and hereby approves said report in its entirety. Seller will not provide or pay for any Natural Hazards and Tax Report from any other provider.

(C) Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice signed by Seller on 02/13/2020. Consists of 2 pages. Buyer approves said notice.

(D) Exempt Seller Disclosure signed by Seller on 02/13/2020. Consists of 1 page. Buyer approves items contained in said disclosure.

(E) Water Heater Statement of Compliance, signed by Seller on 02/15/2020. Consists of 1 page. Buyer approves said notice.

(F) Lead-Based Paint and Lead-Based Paint Hazards Disclosure signed by the seller on 02/13/2020. Consists of 2 pages. Buyer approves said notice.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

(21) Buyer shall sign and return all Seller's disclosures within **7 days after** Acceptance. All Disclosures can be found at: TrustedRA.com/Roles. Buyer's agent shall provide to Seller's agent any items to be signed by the Seller, within **7 days after** acceptance. Failure to sign disclosures does not void buyer approvals contained in this addendum.

(22) Buyer acknowledges that buyer has access to the internet. Buyer accepts electronic delivery of the booklet 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, "Protect Your Family From Lead In Your Home", "What is your Home Energy Rating (HERS)", and "The Homeowner's Guide to Earthquake Safety" including natural gas safety. Booklet consists of 134 pages. Buyer may view and download the booklet at TrustedRA.com/Roles.

PROBATE PROCEEDINGS

(23) The Estate of Robert Eugene Roles, aka Robert E. Roles, aka Robert Roles, decedent, is subject to the probate proceedings in the Superior Court of California, County of San Bernardino, Case number PROPS 1901199. A petition for letters of administration with full authority has been granted.

(24) The Seller herein is: The Coroner/Public Administrator for the County of San Bernardino, California, as Administrator of the Estate of Robert E. Roles, aka Robert Roles, aka Robert Eugene Roles, decedent. In all documents pertaining to the sale of the subject property, the signer for the Coroner/Public Administrator is signing and/or initialing in their capacity as Administrator of said estate. No separate Representative Capacity Signature Disclosure will be signed by anyone signing on behalf of the Seller. There may be more than one individual signing on behalf of the Coroner / Public Administrator throughout the transaction, each individual is signing with the authority granted to them by California Government Code Section 1194 and Section 24100 of said code.

(25) The sale is contingent upon the probate referee issuing an Inventory And Appraisal which shows a value for the subject property for which the purchase price is 90 percent thereof or greater. This contingency exists for the benefit of the Seller exclusively. The Seller is unable to proceed with the Notice of Proposed Action procedure stated at paragraph 26 herein until this has been received.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

(26) 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 on the date that the buyer is requesting on the Probate Purchase Agreement and Joint Escrow Instructions at paragraph 1D **or** 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, whichever is later. Buyer and Buyer's agent will be sent a copy of the Notice of Proposed Action. If the Seller receives an objection to the Notice of Proposed Action, then paragraphs (26A) and (26B) below shall be applicable.

(A) Sale is contingent upon the Seller obtaining an Order confirming Sale of Real Property from the Superior Court of California, County of San Bernardino. This contingency exists 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.

(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 45 to 60 calendar days.

OTHER PROVISIONS

(27) Seller shall have the right to refuse to sign any document that is not specifically required by the Purchase Agreement, Federal, State or Local law. These documents shall include, but not limited to: Selling Office Disclosures, Addendums, Agreements and/or Advisories.

(28) Any addition or deletion of any Buyer, change of vesting, or assignment of Buyer's interest shall require Seller's written approval. Seller shall have no obligation to approve.

(29) Sale is contingent upon all of Seller's closing costs, including 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.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

(30) If any provision of this Addendum or Its Attachments is held to be illegal, invalid or unenforceable, then that provision shall cease to form part of the contract and shall not affect the remainder of the contract which shall remain in full force and effect.

(31) Except as required by California Probate Code, any notices to Buyer shall be delivered via email to Buyer's agent.

(32) Sale is contingent upon there having been no modifications, deletions, or additions made to this Addendum No.1 and its attachments. Seller shall have the unilateral right to cancel sale if modification(s) have been made to the original version posted at TrustedRA.com/Roles. This contingency is for the benefit of the Seller exclusively.

HEADINGS

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

EXPIRATION OF OFFER

(34) Probate Purchase Agreement (C.A.R Form PPA paragraph 32) shall be deleted in its entirety. Buyer's offer shall remain in effect until withdrawn in writing by the buyer with C.A.R form (WOO) Withdrawal Of Offer and a copy of that form delivered to Trusted Realty Advisors via email to TrustedRA@gmail.com. A signed copy of the Purchase Agreement, if accepted, will be delivered by email to the buyer's agent. Buyer authorizes communication of acceptance to be delivered to the buyer's agent in this manner.

ATTACHMENTS, ADDENDUM, SUPPLEMENTS

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

(A) Liquidated Damages Addendum (1 page)

(B) Cash Purchase - Deed Restriction Addendum (1 page)

(C) Lead - Based Paint and Lead-Based Paint Hazards Disclosure (2 pages)

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

Buyer Signature

Buyer's Name Printed

Date Signed

Buyer Signature

Buyer's Name Printed

Date Signed

Seller Signature _____ Date Signed _____

Kevin Channer, Supervising Deputy of Public Administrator for the
Estate of Robert E. Roles, aka Robert Roles, aka Robert Eugene Roles

LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____
(Print all names of Buyers)

Seller: Estate of Robert E. Roles, aka Robert Roles, aka Robert Eugene Roles

Property Address: 5067 Warren Vista Ave, Yucca Valley, Ca 92284

The following Liquidated Damages Provision is hereby incorporated into 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 buyers intend to occupy as buyer's principal residence, 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 the 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:** _____

**Kevin Channer, Supervising Deputy of Public Administrator for the
Estate of Robert E. Roles, aka Robert Roles, aka Robert Eugene Roles**

CASH PURCHASE- DEED RESTRICTION ADDENDUM

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

Property Address:5067 Warren Vista Ave., Yucca Valley, CA 92284

THE UNDERSIGNED BUYER ACKNOWLEDGES THAT ALL OF ITS AGREEMENTS SET FORTH HEREIN ARE MATERIAL CONSIDERATION FOR SELLER'S AGREEMENT TO THE TERMS OF THIS AGREEMENT AND BUT FOR THOSE AGREEMENTS SELLER WOULD NOT AGREE TO THE TERMS OF THIS AGREEMENT.

CASH PURCHASE ONLY

- (A) Buyer states that Buyer has sufficient liquid funds currently available to Buyer to close escrow on the subject property.
- (B) Buyer agrees to keep sufficient liquid funds available to Buyer for the sole purpose of closing escrow on the subject property.
- (C) Buyer agrees to close without the use of any financing of any type.

DEED RESTRICTION AT CLOSING

Buyer agrees that Seller shall have the right at Seller's sole discretion to instruct escrow holder to insert into the Deed transferring title of the subject property to Buyer the following Deed Restriction: "BUYER SHALL NOT TRANSFER TITLE TO THE SUBJECT PROPERTY FOR A PERIOD OF SIXTY CALENDAR DAYS AFTER THE RECORDING DATE OF THIS DEED".

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

Buyer Signature

Buyer's Name Printed

Date Signed

Buyer Signature

Buyer's Name Printed

Date Signed

Seller Signature _____ Date Signed _____

Kevin Channer, Supervising Deputy Public Administrator for the Estate of Robert E. Roles, aka Robert Roles, aka Robert Eugene Roles



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 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: Probate Purchase

Agreement And Joint Escrow Instructions, dated 5067 Warren Vista Ave, Yucca Valley, CA 92284-7140, on property known as: 5067 Warren Vista Ave, Yucca Valley, CA 92284-7140 ("Property") in

which Tenant and Estate of Robert Eugene Roles, aka Robert E. Roles, Robert Roles is referred to as Buyer or Landlord 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 - Seller never lived in property.

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 - Seller never lived in property.

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

Kevin Channer
Kevin Channer, Supervising Deputy of Coroner and Public Administrator for the Estate of Robert Eugene Roles, aka Robert E. Roles, aka Robert Roles - deceased.

Date

02/13/20

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Buyer's Initials



FLD REVISED 11/10 (PAGE 1 OF 2)

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

Trusted Realty Advisors, 7341 Palm Ave STE 200 Highland CA 92346-3262
Jen Trautman

Printed with ZipForm by Ziplogix 16070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Phone 909.863.0101

Fax

Varro Van

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

Associate-Licensee or Broker Signature
Jim Trammell and / or Mel Hargo

Date

*2-13-20**02/13/2020***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) ☒ 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

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

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Warren 1100



BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 5067 Warren Vista Ave, Yucca Valley, CA 92284
California Regional Multiple Listing Service, Listing # EV20075336

SELLER: Kevin Channer, Supervising Deputy of Public Administrator for the
Estate of Robert E. Roles, aka Robert Roles, aka Robert Eugene Roles

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 3% 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 the cooperating broker.

Cooperating Broker Company Name: _____

Agent Signature _____ **Date Signed** _____