

OFFER SUBMISSION CHECKLIST

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)
- _____ (2) Proof of funds to close - dated within the last 30 days (REQUIRED).
- _____ (3) A deposit of \$20,000 is (REQUIRED).
- _____ (4) “Addendum No. 1” - Signed by Buyer (REQUIRED) Form is attached
- _____ (5) “Liquidated Damages Addendum” - Signed by Buyer (REQUIRED) Form is Attached.
- _____ (6) “Broker Compensation Agreement - Probate Sale” form signed by Buyer’s Agent (REQUIRED). Form is attached.
- _____ (7) “Agency Disclosure” form signed by Buyer and Agent (REQUIRED).
- _____ (8) 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

TrustedRA.com/Benedict

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: 947 E. Benedict Road, San Bernardino, CA 92408

(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

(2) Buyers shall deposit the greater of \$20,000 or the amount stated at paragraph 3A of the Probate Purchase Agreement as Buyer's initial deposit. Said deposit to be received by escrow holder no later than 2:00 PM on the next business day after the day of acceptance. 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.

SELLER CONTINGENCIES

(3) All of the Seller Contingencies stated below exist for the benefit of the Seller exclusively. Removal or release of these contingencies must be in writing and signed by only the Seller. These contingencies shall remain in effect until removed or released by the Seller. In the event that the Seller cancels the sale to Buyer due to a Seller's contingency, Seller shall sign and deliver to escrow holder an authorization for the release of Buyer's deposit to Buyer less any fees or charges demanded by the escrow holder for Buyer's share of any services escrow holder has performed. This shall be the sole remedy available to Buyer.

(4) Sale is contingent upon the Seller being able to obtain either full or partial releases or discharges or other instruments that will allow the title insurer to insure title to Buyer with no exceptions to the title insurance policy for any city, county, state and federal tax liens, or civil judgements recorded against the Seller or any others that have previously held title to the property. Buyer is advised that city, state and federal tax liens are known to exist.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

SELLER CONTINGENCIES (continued)

(5) Sale is contingent upon all of Seller’s closing costs, including but not limited to amounts charged to the Seller to obtain reconveyances, releases, or discharges for any mortgages, liens, or judgements being paid from the purchase price without any additional funds being deposited into escrow holder’s trust account by Seller.

(6) If required by the California Probate Code, Sale is contingent upon Seller obtaining an Order confirming Sale of Real Property from the Superior Court of California, County of San Bernardino. Refer to the section herein headed “Probate Proceedings” for more information about the probate process pertaining to the property sale that must be followed by the Seller.

(7) Sale is contingent upon there having been no modifications, deletions, or additions made to this Addendum No.1 and its attachments by the Buyer or Buyer’s agent.

BUYER CONTINGENCIES

(8) **Buyer has no inspection or due diligence rights, periods, or contingencies after acceptance.** Sale is **not** contingent upon Buyer's approval of condition or other matters affecting property after acceptance. Paragraphs 13B, 14A, 14B, 14C, 17B(1), 17B(2), 17B(3)and 17B(4) shall be deemed to have been removed from the Probate Purchase Agreement, and are no longer applicable. Buyer acknowledges that Buyer has had the opportunity to inspect the property, Review disclosures and perform Buyer’s Investigations **prior to** signing this Addendum. By signing this Addendum, Buyer represents that Buyer has sufficient knowledge and funds to accept the risk associated with this purchase.

(9) Buyer has no Loan or Appraisal contingencies. Sale is not contingent upon the Buyer selling, closing escrow, or financing any other property owned or controlled by the Buyer.

(10) Buyer has no contingencies for the approval of this agreement by any other individuals, entities, directors, boards, or agencies either private or public. Anyone signing this agreement on behalf of the Buyer represents that they have full authority to sign on behalf of Buyer.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

BUYER CONTINGENCIES (continued)

(11) Sale is contingent upon Buyer approving the Preliminary Title Report except items approved by Buyer in this paragraph. Preliminary title report number 0623-6002152, prepared by First American Title Company, with an effective date of May 05, 2020 at 7:30 AM., has been made available for Buyer to review at TrustedRA.com/Benedict. Buyer accepts and approves all items affecting title as shown in said report **except** exceptions to coverage numbers 2,3,10,11,12,13,14,15,16,17,18,19 and any additional items affecting Seller or the property that may be added prior to closing and that are not disclosed to the Buyer elsewhere in this Addendum or Its attachments. This contingency exists for the benefit of the Buyer exclusively. Removal or release of this contingency must be in writing and signed by only the Buyer. These contingencies shall remain in effect until removed or released by the Buyer. Seller shall have until the 120th day after acceptance to make efforts to cause the title insurer to remove any item disapproved from their preliminary title report. In the event that any disapproved item remains after the 120th day after acceptance, then Buyer shall have the right to cancel purchase of the property from the Seller. Seller shall sign and deliver to escrow holder an authorization for the release of Buyer's deposit to Buyer less any fees or charges demanded by the escrow holder for Buyer's share of any services the escrow holder has performed. Cancellation and receipt of return of deposited funds as stated above shall be the sole remedy available to Buyer.

REPAIRS, INSPECTIONS AND REPORTS

(12) Seller will make no repairs or give the Buyer any credits in lieu of making repairs. Seller will not pay for or provide to Buyer any reports, inspections or certifications of any kind including for surveys, Phase I or Phase II Environmental Site Assessment, wood destroying pest (termites), Septic tank, if any, or any other kind. Seller will not pay or provide any C.L.U.E. reports aka: Comprehensive Loss Underwriting Exchange. Buyer may obtain any of these inspections and reports at Buyer's expense, however the sale is not contingent upon Buyer's approval of any inspections or reports obtained by Buyer after acceptance.

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

BUYER DUTY TO VERIFY

(13) Buyer acknowledges that except for any express warranties and representations contained in this addendum, Buyer is not relying on any written, oral, implied or other representations, statements or warranties by Seller or any agent of Seller or any real estate broker or salesperson. All previous written, oral, implied or other statements, representations, warranties or agreements, if any, are merged herein. Other than as specifically disclosed herein, Seller has not made, does not make, and expressly disclaims, any warranties, representations, covenants or guarantees, expressed or implied, or arising by operation of law, as to the merchantability, habitability, quantity, quality or environmental condition of the property or its suitability or fitness for any particular purpose or use. Buyer affirms that Buyer has (i) investigated and inspected the property to Buyer's satisfaction and is familiar and satisfied with the condition of the property and (ii) has made own determination as to (a) the merchantability, quantity, quality and condition of the property, including the presence of toxic or hazardous substances, materials, or wastes, or other actual and potential environmental contaminates, and (b) the property's suitability or fitness for any particular purpose or use. Buyer hereby accepts the property in its present condition on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" (including without limitation environmental) basis and acknowledges that (i) without this acceptance, this sale would not be made, (ii) that the purchase price reflects the existing condition of the property, including the presence of environmental contamination, if any, thereon, and (iii) Seller shall be under no obligation whatsoever to undertake any repair, alteration, remediation or other work of any kind with respect to any portion of the property. Except as otherwise agreed to herein, Seller is hereby released by Buyer and Buyer's successors and assigns of and from any and all responsibility, liability, obligations, and claims, known or unknown, including (1) any obligation to take the property back or reduce the price, or (2) actions for contribution or indemnity, that Buyer or Buyer's successors and assigns may have against Seller or that may arise in the future, based in whole or in part, upon the presence of toxic or hazardous substances, materials, or wastes or other actual or potential environmental contaminates on, within or under the surface of the property. Buyer further acknowledges that the provisions of this paragraph have been fully explained to Buyer and that Buyer fully understands and accepts the same.

(14) Seller and Seller's Broker are unaware if prior demolitions and removal of foundation, structure(s), and private sewage disposal systems , if any ever existed, have been removed to the satisfaction of governing authorities. Buyer accepts all responsibility to verify to their satisfaction prior to signing this Addendum.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

PERSONAL PROPERTY TO REMAIN

(15) 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, at the close of escrow. Seller shall have the right, but no obligation, to remove any items of personal property prior to the close of escrow.

ESCROW HOLDER

(16) Escrow holder to be First American Title Company **Escrow No: 6002152**. Escrow officer shall be: **Cheryl Zanini** at 909-380-8776. Seller reserves the right to change Escrow company and/or escrow officer to another company of Seller's choice.

ESCROW CLOSING DATE

(17) Buyer agrees to close escrow within 7 calendar days after Buyer has been provided Seller's written removal of all of Seller's contingencies contained herein. Seller shall have up to 120 calendar days to provide Buyer with said written removal of all of Seller's contingencies. Any extension of the escrow period beyond 127 days must be agreed to in writing and signed by both Buyer and Seller.

ESCROW ALLOCATION OF CLOSING COSTS

(18) Prorations - Allocated to Seller and Buyer:

-Current year real property tax bill including all items billed on the tax bill. Seller shall be charged for the time period prior to the date of the close of escrow. Buyer shall be charged for the day of closing of escrow through the end of the billing period. If no bill is available for the current billing period, then the proration shall be based on the last available bill.

(19) Charges - Allocated to Seller

- Real Estate Broker Commissions
- One half of base escrow fee
- Title Insurance Policy
- County Recorder Fees for recording affidavits, Court Orders, or Letters of Administration.
- payoff of existing mortgages, liens, and civil judgements, if any, including any related costs
- payoff all defaulted property taxes

(20) Charges - Allocated to Buyer

- One half of base escrow fee
- Documentary Transfer Tax
- County Recorder Fees except those allocated to Seller above
- All Other Costs To Close Escrow, If Any

BUYER INITIALS _____

SELLER INITIALS _____

ADDENDUM NO. 1 - continued

TITLE INSURANCE

(21) Title Insurance to be provided by First American Title Company in Redlands. Refer to paragraph 11 herein for Preliminary Title Report Contingency.

REPORTS, DISCLOSURES, ADVISORIES, AND BOOKLETS

(22) Buyer acknowledges having been given the opportunity, prior to Buyer signing this Addendum to review, print, or download the items listed in paragraphs 23, 24, and 25 below. The items may be obtained at TrustedRA.com/Benedict.

(23) Natural Hazards, California Tax, and Environmental Screening Report number 2660612, prepared by JCP-LGS Residential Property Disclosure Reports, dated 06/03/2020. Consisting of 42 pages. Buyer acknowledges receipt and hereby approves said report.

(24) Exempt Seller Disclosure, prepared by Seller, dated November 25, 2019. Consisting of 1 page. Buyer acknowledges receipt and hereby approves said disclosure.

(25) 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.

(26) Buyer shall sign and return all Seller's disclosures within **7 days after** Acceptance. Failure to sign disclosures does not void any buyer approvals contained in this addendum.

PROBATE PROCEEDINGS

(27) The Estate of Wesley Clair, aka Wesley N. Clair, aka Wesley Norman Clair, is subject to probate proceedings in the Superior Court of California, County of San Bernardino, Case number PROPS 1900896. An Order Authorizing the Public Administrator of the County of San Bernardino, California to Collect And Sell The Property Of The Decedent has been granted. The Seller herein is: Estate of Wesley Clair, aka Wesley N. Clair, aka Wesley Norman Clair, decedent. In all documents pertaining to the sale of the subject property, the signer, Kevin Channer, is signing on behalf of the Public Administrator as administrator for the estate. No separate Representative Capacity Signature Disclosure will be signed by anyone signing on behalf of the Seller.

BUYER INITIALS _____ **SELLER INITIALS** _____

ADDENDUM NO. 1 - continued

PROBATE PROCEEDINGS (continued)

There may be more than one individual signing on behalf of the Public Administrator throughout the transaction, each individual is signing with the authority granted to them by California Government Code Section 1194 and Sections 24100 through 24105.

(28) Seller intends to sell the property by using the Notice of Proposed Action procedure as provided for in the California Probate Code. If the Seller receives an objection to the Notice of Proposed Action, then the California Probate Code requires that the Seller obtain an Order confirming Sale of Real Property from the Superior Court of California, County of San Bernardino. 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 acknowledges that the Seller’s broker may represent competing bidders other than or in addition to the Buyer at said hearing. By signing this Addendum Buyer consents to said representation by Seller’s Broker.

OTHER PROVISIONS

(29) 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.

(30) Any addition or deletion of any Buyer, change of vesting, or assignment of Buyer’s interest shall require Seller’s written approval.

(31) 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.

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

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.

BUYER INITIALS _____

SELLER INITIALS _____

LIQUIDATED DAMAGES ADDENDUM

Buyer(s): _____

Seller: Kevin Channer, Supervising Deputy of Public Administrator for the Estate of Wesley Clair, aka Wesley N. Clair, aka Wesley Norman Clair

Property Address: 947 Benedict Road, San Bernardino, CA 92408

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 Buyer intends to occupy as the 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 Wesley Clair, aka Wesley N. Clair, aka Wesley Norman Clair

BROKER COMPENSATION AGREEMENT – PROBATE SALE

LISTING ADDRESS: 947 Benedict Road, San Bernardino, CA 92408

SELLER: Kevin Channer, Supervising Deputy of Public Administrator for the Estate of Wesley Clair, aka Wesley N. Clair, aka Wesley Norman Clair

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 3.0% 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 the cooperating broker.

Cooperating Broker Company Name: _____

Agent Signature _____ Date Signed _____