

## OFFER SUBMISSION CHECKLIST

*Agents - Submit your clients offer online at [TrustedRA.com/Gray](http://TrustedRA.com/Gray)*

*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. Probate Purchase Agreement (REQUIRED)
  
- \_\_\_\_\_ (2) Proof of funds to close - dated within the last 30 days (REQUIRED). Must show Proof of Funds in Cash only.
  
- \_\_\_\_\_ (3) Deposit of \$20,000 or more (REQUIRED).
  
- \_\_\_\_\_ (4) "Addendum No. 1" - Signed by Buyer (REQUIRED) Form is attached
  
- \_\_\_\_\_ (5) "Liquidated Damages Addendum" - Signed by Buyer (REQUIRED) Form is Attached.
  
- \_\_\_\_\_ (6) "Cash Purchase - Deed Restriction Addendum" - Signed by Buyer (REQUIRED). Form is attached.
  
- \_\_\_\_\_ (7) "Lead Based Paint Addendum" form signed by Buyer & Agent (REQUIRED). Form is attached.
  
- \_\_\_\_\_ (8) "Broker Compensation Agreement - Probate Sale" form 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

**Email complete offer package to: [TrustedRA@gmail.com](mailto:TrustedRA@gmail.com)**

# 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: 21637 Del Oro Rd., Apple Valley, CA 92307**

**(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 shall be by wire transfer to be received by the 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 sale is cancelled due to the exercise of a contingency by the Seller, or due to default by 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 escrow holder has performed. This shall be the sole remedy available to Buyer.**

**(4) Sale is contingent upon the Title insurer being able to insure title without showing any exceptions to coverage for any items not approved by Buyer at paragraph 15 herein.**

**BUYER INITIALS \_\_\_\_\_**

**SELLER INITIALS \_\_\_\_\_**

## ADDENDUM NO. 1 - continued

### SELLER CONTINGENCIES (continued)

(5) 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 lien(s) are known to exist.

(6) 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.

(7) 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.

(8) 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

(9) Unless stated otherwise herein, all contingencies benefitting Buyer, if any, 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 herein. 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.

(10) 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.

BUYER INITIALS \_\_\_\_\_ SELLER INITIALS \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**(11)** 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.

**(12)** 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 high level of risk associated with this purchase.

**(13)** 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. By signing this addendum Buyer affirms that Buyer has sufficient funds currently available to, and controlled by Buyer, to cover the entire purchase price and Buyer's closing costs. Buyer agrees to act diligently and in good faith to keep the funds available to Buyer to allow for the on time closing of the escrow for the subject property

**(14)** 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 the Buyer.

**(15)** Preliminary title report number 0623-6262925, prepared by First American Title Company, with an effective date of May 27, 2020 at 7:30 AM., has been made available for Buyer to review at [TrustedRA.com/Deloro](https://TrustedRA.com/Deloro). Buyer accepts and approves all items affecting title as shown in said report **except** exceptions to coverage numbers 2, 3, 9, 10, 15 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.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_

## ADDENDUM NO. 1 - continued

Buyer agrees to extend the escrow period up to an additional 30 days beyond the original escrow closing time period to allow the Seller to make efforts to cause the title insurer to remove any item(s) not approved above from their preliminary title report. In the event that any item not approved above remains after the 30 day escrow extension period, or sooner, if Seller gives Buyer written notice that Seller is unable or unwilling to remove the disapproved item(s), then Buyer shall have the right to cancel purchase of the property from the Seller. Seller shall cooperate in causing 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.

### ESCROW HOLDER

(16) Escrow holder to be First American Title Company **Escrow No: 6262925**. Escrow officer shall be: **Cheryl Zanini at** 909-380-8776. mail [czanini@firstam.com](mailto:czanini@firstam.com). Seller reserves the right to change Escrow company and/or escrow officer to another company of Seller's choice.

### ESCROW CLOSING DATE

(17) Escrow to close on or before the date as determined by paragraph **37** herein. Exact escrow period can not be determined in advance, but is anticipated to be less than 30 days from date of acceptance.

### 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 (Owners 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

**BUYER INITIALS** \_\_\_\_\_ **SELLER INITIALS** \_\_\_\_\_

## **ADDENDUM NO. 1 - continued**

### **ESCROW ALLOCATION OF CLOSING COSTS (continued)**

#### **(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

### **TITLE INSURANCE**

**(21)** Title Insurance to be provided by First American Title Company in Redlands. Refer to paragraph 15 herein for Preliminary Title Report Contingency. Buyer shall have the option to designate a title insurance provider of Buyer's choice, in such event, then Buyer shall pay for the owners policy of title insurance.

### **BUYER DUTY TO VERIFY**

**(22)** Buyer is advised that the Seller is acting as a fiduciary in this transaction and has never owned or occupied the subject property. 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.

**BUYER INITIALS** \_\_\_\_\_ **SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**BUYER DUTY TO VERIFY (continued)**

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.

**(23)** Buyer is advised that the Seller or Seller’s agents have not conducted, and will not conduct any investigations to determine if proper building permits were obtained for the construction, modification, or demolition of any structure currently or previously on the property. Buyer accepts all responsibility to verify such matters to Buyer’s satisfaction prior to signing this Addendum. Buyer is advised that there may be unpermitted room additions/alterations. There may also be existing Code Enforcement Violations pertaining to the property that are unknown to Seller or Seller’s agents. By signing this Addendum, Buyer agrees to close escrow subject to any and all unpermitted additions/alterations and code violations that may exist.

**(24)** Buyer is advised that the Seller or Seller’s agents have not conducted, and will not conduct any investigations to determine the type, condition, and location of any private sewage disposal system at the property, if any. Buyer accepts all responsibility to verify such matters to Buyer’s satisfaction prior to signing this Addendum.

**REPAIRS, CREDITS, INSPECTIONS, REPORTS, AND CERTIFICATIONS**

**(25)** 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, or private sewage disposal system, 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**

**(26)** Buyer accepts responsibility and expense for installing operating smoke and Carbon monoxide detectors and to strap or bracing any water heaters after closing.

**PERSONAL PROPERTY TO REMAIN**

**(27)** Buyer acknowledges that a **substantial** amount of 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.

**REPORTS, DISCLOSURES, ADVISORIES, AND BOOKLETS**

**(28)** Buyer acknowledges having been given the opportunity, prior to Buyer signing this Addendum to review, print, or download the items listed in paragraphs 29 through 35 below. Buyer may obtain these items at [TrustedRA.com/Deloro](http://TrustedRA.com/Deloro).

**(29)** Natural Hazards and California Tax Disclosure Report number 2663511, prepared by JCP-LGS Residential Resale Property Disclosure Reports, dated 06/09/2020. Consisting of 40 pages. Buyer acknowledges receipt and hereby approves said reports and the disclosures contained therein.

**(30)** Exempt Seller Disclosure, prepared by Seller, dated August 3, 2020. Consisting of 1 page. Buyer acknowledges receipt and hereby approves said disclosure.

**(31)** Agent Visual Inspection Disclosure, prepared by Trusted Realty Advisors, dated 06/16/2020. Consisting of 4 pages. Buyer approves items contained in said disclosure.

**(32)** Water Conserving Plumbing Fixtures and Carbon Monoxide Detector Notice signed by Seller on 07/29/2020. Consists of 2 pages. Buyer approves said notice.

**(33)** Water Heater Statement Of Compliance signed by Seller 07/29/2020. Consists of 1 page. Buyer approves items contained in said disclosure.

**BUYER INITIALS** \_\_\_\_\_

**SELLER INITIALS** \_\_\_\_\_



**ADDENDUM NO. 1 - continued**

**(34)** Buyer acknowledges that buyer has access to the internet. By signing this addendum, Buyer accepts electronic delivery and acknowledges receipt 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 and Carbon Monoxide, "Protect Your Family From Lead In Your Home", "What is your Home Energy Rating (HERS)", and "The Homeowner's Guide to Earthquake Safety 2020 edition including natural gas safety.

**(35)** Buyer shall sign and return all Seller's disclosures within **7 days after** Acceptance. All Disclosures can be found at: [TrustedRA.com/Deloro](http://TrustedRA.com/Deloro). 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 any buyer approvals contained in this addendum.

**PROBATE PROCEEDINGS**

**(36)** The Estate of Eduardo Cruz, aka Eduardo Rojel Cruz, aka Eduardo Rojel Hernandez, Edward Rojel, is subject to probate proceedings in the Superior Court of California, County of San Bernardino, Case number PROPS 2000146. 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.

**(37)** 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. If the Seller receives an objection to the Notice of Proposed Action, then paragraphs (38) and (39) below shall be applicable.

**(38)** 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.

**(39)** 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 calendar days.

**BUYER INITIALS** \_\_\_\_\_ **SELLER INITIALS** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**REPRESENTATIVE CAPACITY OF SIGNERS FOR SELLER**

**(40)** The Seller herein is: Estate of Eduardo Cruz, aka Eduardo Rojel Cruz, aka Eduardo Rojel Hernandez, Edward Rojel, 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 Disclosures will be signed by anyone signing on behalf of the Seller. 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.

**OTHER PROVISIONS**

**(41)** 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.

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

**(43)** 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.

**(44)** Except as required by the California Probate Code, any notices required to be given to either Buyer or Seller, are to be delivered to their respective agents by email. This paragraph shall not apply if a separate Delivery of Notices Addendum has been signed by Buyer and Seller prior to acceptance.

**HEADINGS**

**(45)** 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** \_\_\_\_\_

**ADDENDUM NO. 1 - continued**

**EXPIRATION OF OFFER**

(46) 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](mailto: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**

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

- (A) Liquidated Damages Addendum (consisting of 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 \_\_\_\_\_ Date Signed \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**Kevin Channer, Supervising Deputy of Public Administrator for the Estate of Eduardo Cruz, aka Eduardo Rojel Cruz, aka Eduardo Rojel Hernandez, Edward Rojel, decedent**

## LIQUIDATED DAMAGES ADDENDUM

Buyer(s): \_\_\_\_\_  
(Print all names of Buyers)

Seller: Estate of Eduardo Cruz, aka Eduardo Rojel Cruz, aka Eduardo Rojel Hernandez,  
Edward Rojel, decedent

Property Address: 21637 Del Oro Rd., Apple Valley, CA 92307

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 Eduardo Cruz, aka Eduardo Rojel Cruz, aka Eduardo Rojel Hernandez, Edward Rojel, decedent

# 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: 21637 Del Oro Rd., Apple Valley, CA 92307

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 Eduardo Cruz, aka Eduardo Rojel Cruz, aka Eduardo Rojel Hernandez, Edward Rojel, decedent

# BROKER COMPENSATION AGREEMENT – PROBATE SALE

**LISTING ADDRESS:** 21637 Del Oro Rd., Apple Valley, CA 92307

**California Regional Multiple Listing Service, Listing #EV20128190**

**SELLER:** Kevin Channer, Supervising Deputy Public Administrator for the Estate of Eduardo Cruz, aka Eduardo Rojel Cruz, aka Eduardo Rojel Hernandez, Edward Rojel, 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 the 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: **Probate Purchase Agreement and Probate Addendum**, dated \_\_\_\_\_, on property known as:  
21637 Del Oro Rd, Apple Valley, CA 92308-5928 ("Property") in which \_\_\_\_\_ is referred to as Buyer or Tenant and **Kevin Channer, Supervising Deputy of Public Administrator for the Estate of Eduardo Rojel Cruz.** 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](http://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.

*Kevin Channer*  
\_\_\_\_\_

Seller or Landlord .

Kevin Channer, Supervising Deputy of Public Administrator for the Estate of Eduardo Rojel Cruz.

*07/29/20*  
Date \_\_\_\_\_

Buyer's Initials ( ) ( )  
*se*



**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.**

Jim Trammell

07/27/2020  
04:19 PM PDT

Trusted Realty Advisors

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

By Mell Hargo

07/27/2020  
04:29 PM PDT

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