



**Orange Coast Title Company of Northern California****ALTA Universal ID: 0007598****7580 N Ingram Avenue, Suite 112****Fresno, CA 93711**

File No./Escrow No. : 535-FRE-22400571-55  
 Print Date & Time: March 9, 2022 2:17 pm  
 Officer/Escrow Officer : Bryan Berney  
 Settlement Location : 7580 N Ingram Avenue, Suite 112  
 Fresno, CA 93711  
  
 Property Address: 131 E Cedar Ave  
 Coalinga, CA 93210  
 Buyer: The City of Coalinga  
 155 W Durian Ave  
 Coalinga, CA 93210  
 Seller: Israel Trevino and Mercedes Trevino  
 131 E Cedar Ave  
 Coalinga, CA 93210  
 Lender:  
  
 Settlement Date: March 25, 2022  
 Disbursement Date: March 25, 2022

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sale Price of Property	70,000.00	
Deposit		1,000.00
Prorations/Adjustments		
County Property Tax 03/25/22 - 07/01/22	155.48	
Title Charges and Escrow/Settlement Charges		
Escrow Fee to Orange Coast Title Company of Northern California	335.00	
Messenger Fee (Standard pick-up & delivery) to Orange Coast Title Company of Northern California	24.00	
Recording Service Fee to Orange Coast Title Company of Northern California	18.45	
Wire Fee- Outgoing (1st 2 - \$10 Each) to Orange Coast Title Company of Northern California	10.00	
Government Recording and Transfer Charges		
County Transfer Tax to Fresno County	38.50	

Description		Borrower/Buyer
	Debit	Credit
<b>Government Recording and Transfer Charges (continued)</b>		
Recording Fees - Grant Deed to County Recorder	48.00	
	Debit	Credit
<b>Subtotals</b>	70,629.43	1,000.00
<b>Due from Buyer</b>		69,629.43
<b>Totals</b>	70,629.43	70,629.43

### Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Orange Coast Title Company of Northern California to cause the funds to be disbursed in accordance with this statement.

Buyer

The City of Coalinga

BY: \_\_\_\_\_  
 Marissa Trejo  
 City Manager

\_\_\_\_\_  
 Bryan Berney  
 Senior Escrow Officer/Branch Escrow Manager



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**BUYER COUNTER OFFER No. 1**  
(C.A.R. Form BCO, Revised 12/21)

Date February 23, 2022

This is a counter offer to the Seller Counter Offer No. 1, OR ☐ Seller Multiple Counter Offer No.     , ☐ Other     

dated February 17, 2022, on property known as 131 E. Cedar Ave., Coalinga, CA 93210 ("Offer"),  
between City of Coalinga ("Property"),  
and Israel Trevino, Mercedes Trevino ("Buyer")  
("Seller").

Buyer and Seller are referred to as the "Parties."

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
- The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final Agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
  - Unless Otherwise Agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.

**C. OTHER TERMS:**

1). Purchase price to be \$70,000.00.

- D. The following attached addenda are incorporated into this Buyer Counter Offer only when Signed by both Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Buyer Counter Offer is not valid):

☐ Addendum No.     

2. **EXPIRATION:** This Buyer Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
- Unless by 5:00 PM on the third Day after the date this Buyer Counter Offer is signed in paragraph 3 (if more than one signature then, the last signature date)(or ☐ by      AM/     PM on      (date)) (i) it is Signed in paragraph 4 by Seller and (ii) a copy of the Signed Buyer Counteroffer is Delivered to Buyer or Buyer's Authorized Agent.
  - OR If Buyer withdraws this Buyer Counter Offer anytime prior to Seller's Acceptance by communicating withdrawal to Seller or Seller's Agent (C.A.R. Form WOO may be used).
3. **OFFER: BUYER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED.**

The terms and conditions of those documents are incorporated into this Buyer Counter Offer unless Otherwise Agreed.

Buyer Marissa Trejo City of Coalinga Date 02/23/2022  
2/23/2022 10:09:00 AM PST

4. **ACCEPTANCE: I/WE accept the above Buyer Counter Offer and all Signed Addenda, if any, (if checked ☐ SUBJECT TO THE ATTACHED SELLER COUNTER OFFER No.      OR SELLER MULTIPLE COUNTER OFFER No.     ) and acknowledge receipt of a Copy.**

Seller Israel Trevino Israel Trevino Date 2-24-22

Seller Mercedes Trevino Mercedes Trevino Date 2-24-22

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**BUYER COUNTER OFFER (BCO PAGE 1 OF 1)**

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Tawaya Stevens

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**SELLER COUNTER OFFER No. 1**

May not be used as a multiple counter offer.  
(C.A.R. Form SCO, Revised 12/21)

Date 02/17/2022

This is a counter offer to the Purchase Agreement, OR ☐ Buyer Counter Offer No. \_\_\_\_\_, ☐ Other \_\_\_\_\_ ("Offer").

dated 02/14/2022, on property known as 131 E Cedar Ave, Coalinga, CA 93210 ("Property").

between City of Coalinga ("Buyer").

and Israel Trevino, Mercedes Trevino ("Seller").

Buyer and Seller are referred to as the "Parties."

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
- A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
  - B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but initial and increased deposit amount(s) shall remain unchanged from the original Offer.

C. **OTHER TERMS:**

Purchase price to be \$75,000.

NED to be Cal Prop Data.

Item 38E to be removed from purchase agreement.

Expiration of offer is to be extended to 3/05/2022.

- D. The following attached documents are incorporated into this Seller Counter Offer when Signed and Delivered by both Parties (if both parties do not Sign and Deliver all attached addenda, then any acceptance of this Seller Counter Offer is not valid):

- ☐ Addendum No. \_\_\_\_\_ (C.A.R. Form ADM)
- ☐ Back Up Offer Addendum (C.A.R. Form BUO)
- ☐ Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
- ☐ Seller Purchase of Replacement Property (C.A.R. Form SPRP)
- ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA)
- ☐ Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
- ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- ☒ Other London Disclosure Responsibility Addendum ☒ Other Commercial, Farm, & Land Purchase Addendum

2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:

- A. Unless by 5:00 PM on the third Day after the date this Seller Counter Offer is signed in paragraph 4 (if more than one signature then, the last signature date)(or by \_\_\_\_\_ ☐ AM/☐ PM on \_\_\_\_\_ (date)) (I) it is Signed in paragraph 5 by Buyer and (II) a copy of the Signed Seller Counter Offer is Delivered to Seller or Seller's Authorized Agent.
- B. OR If Seller withdraws this Seller Counter Offer anytime prior to Buyer's Acceptance by communicating withdrawal to Buyer or Buyer's Agent (C.A.R. Form WOO may be used).
- C. OR If Seller accepts another offer prior to Buyer's Acceptance of this Seller Counter Offer.

3. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED. The terms and conditions of those documents are incorporated into this Seller Counter Offer unless Otherwise Agreed.**

Seller Israel P Trevino Israel Trevino Date 2-19-22  
Seller Mercedes Trevino Mercedes Trevino Date 2-19-22

5. **ACCEPTANCE:** I/WE accept the above Seller Counter Offer (if checked ☒ **SUBJECT TO THE ATTACHED BUYER COUNTER OFFER NO. \_\_\_\_\_** and acknowledge receipt of a Copy.

Buyer Marissa Trejo City of Coalinga Date 02/23/2022  
Buyer 2/23/2022 10:09:02 AM PST Date \_\_\_\_\_

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**SELLER COUNTER OFFER (SCO PAGE 1 OF 1)**



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# VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 12/21)

Date Prepared: February 14, 2022

## 1. OFFER:

- A. **THIS IS AN OFFER FROM** City of Coalinga ("Buyer").  
☐ Individual(s), ☐ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ An LLP, or ☒ Other \_\_\_\_\_
- B. **THE PROPERTY** to be acquired is 131 E. Cedar Ave., situated in Coalinga (City), Fresno (County), California, 93210 (Zip Code), Assessor's Parcel No(s). 072-111-12 ("Property").  
**Further Described As** \_\_\_\_\_  
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)

## C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.

D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

## 2. AGENCY:

A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.

B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.

**Seller's Brokerage Firm** London Properties, Ltd. License Number 00463722

Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).

**Seller's Agent** Juan Carlos Mora License Number 01496414

Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

**Buyer's Brokerage Firm** Mid State Realty License Number 01523375

Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).

**Buyer's Agent** Tawnya Stevens License Number 01202124

Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).

C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).

D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

## 3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement.

Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B	Purchase Price	\$ <u>60,000.00</u>	<input checked="" type="checkbox"/> All Cash
B		Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>30</u> Days after Acceptance OR on <input type="checkbox"/> (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or (date) at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>1,000.00</u> ( <u>1.7</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or <u>    </u> ) business days after Acceptance by wire transfer OR <input type="checkbox"/>
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ <u>    </u> ( <u>    </u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> (date) OR <input type="checkbox"/>
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$ <u>    </u> ( <u>    </u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed <u>    </u> % Buyer to pay zero points or up to <u>    </u> % of the loan amount	Conventional or, if checked, <input type="checkbox"/> FHA <input type="checkbox"/> VA (CAR Forms FVAC, HID attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: <u>    </u>
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ <u>    </u> ( <u>    </u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed <u>    </u> % Buyer to pay zero points or up to <u>    </u> % of the loan amount	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: <u>    </u>
E(3)	7A	Occupancy Type	Investment, or if checked, <input type="checkbox"/> Primary <input type="checkbox"/> Secondary	
F	5D	Balance of Down Payment	\$ <u>59,000.00</u>	
		PURCHASE PRICE TOTAL	\$ <u>60,000.00</u>	

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Buyer's Initials

JS

Seller's Initials

T.P.T. M.M.T.

## VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 1 OF 16)

Mid State Realty, 395 E. Elm Ave Suite A Coalinga CA 93210  
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131 E. Cedar Ave.



Property Address: 131 E. Cedar Ave., Coalinga, CA 93210

Date: February 14, 2022

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer	<input type="checkbox"/> \$ _____ ( _____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____			
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input checked="" type="checkbox"/> 3 (or _____) Days after Acceptance	
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input checked="" type="checkbox"/> 3 (or _____) Days after Acceptance	
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance	
I	Intentionally Left Blank			
J	19	Final Verification of Condition	5 (or _____) Days prior to COE	
K	26	Assignment Request	17 (or _____) Days after Acceptance	
L	8	CONTINGENCIES		
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance	CONTINGENCY REMOVED
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance	<input type="checkbox"/> No loan contingency <input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	<input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance <input type="checkbox"/> Shall remain in effect until the Close of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY:  Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8J.  <input type="checkbox"/> CR attached
L(4)	8D	<input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	Investigation of Property	17 (or _____) Days after Acceptance	
		Informational Access to Property	17 (or _____) Days after Acceptance	
		Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.		
L(6)	8F, 17A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(7)	8G, 16A	Preliminary ("Title") Report	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(8)	8H, 11D	Common Interest Disclosures required by Civil Code § 4525 or this Agreement		
L(9)	8I, 9B(2)	Review of leased or lien items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(10)	8L	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached		
M		Possession	Time for Performance	
M		Vacant Lot Delivery Property to be delivered subject to tenant rights, if any, except _____	Upon notice of recordation On COE Date	
N		Documents/Fees/Compliance	Time for Performance	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11D(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	35	Evidence of representative authority	3 Days after Acceptance	

VLPA REVISED 12/21 (PAGE 2 OF 16)

Buyer's Initials

*[Signature]*

Seller's Initials

*[Signature]*

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 2 OF 16)

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131 E. Cedar Ave.





O	Intentionally Left Blank			
P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____		
P(2)		Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	11E	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Provided by: _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)	15B(1)(D)	Environmental Survey	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Escrow Holder: <u>Orange Coast Title</u>
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees	
Q(5)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both _____	
Q(8)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(9)	11D(2)	OA fee for preparing disclosures	Seller	
Q(10)		OA certification fee	Buyer	
Q(11)		OA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(13)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(14)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
R	Additional Tenancy Documents <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate			
S	OTHER TERMS: _____ _____ _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)  
☐ Other \_\_\_\_\_

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- ☐ Addendum # \_\_\_\_\_ (C.A.R. Form ADM) ☐ Short Sale Addendum (C.A.R. Form SSA)  
☐ Back Up Offer Addendum (C.A.R. Form BUO) ☐ Court Confirmation Addendum (C.A.R. Form CCA)  
☐ Assumed Financing Addendum (C.A.R. Form AFA)  
☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)  
☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)  
☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- ☒ Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA)  
☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)  
☒ Wire Fraud Advisory (C.A.R. Form WFA) ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)  
 (Parties may also receive a privacy disclosure from their own Agent.)  
☐ Wildfire Disaster Advisory (C.A.R. Form WFDA) ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)  
☐ Trust Advisory (C.A.R. Form TA) ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)  
☐ REO Advisory (C.A.R. Form REO) ☐ Probate Advisory (C.A.R. Form PA)  
☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_



- 5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
- A. DEPOSIT:**
- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
  - (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
  - (3) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. ALL CASH OFFER:** If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.
- C. LOAN(S):**
- (1) **FIRST LOAN:** This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(1).
  - (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(2).
  - (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
  - (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
- D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- E. LIMITS ON CREDITS TO BUYER:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- 6. ADDITIONAL FINANCING TERMS:**
- A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.
- B. VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
- C. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 7. CLOSING AND POSSESSION:**
- A. OCCUPANCY:** Buyer intends to occupy the Property as indicated in paragraph 3E(3). Occupancy may impact available financing.
- B. CONDITION OF PROPERTY ON CLOSING:**
- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
  - (2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.
- C. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.**

**8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**

**A. LOAN(S):**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

**B. APPRAISAL:**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

**C. MANUFACTURED HOME PURCHASE:** If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

**D. CONSTRUCTION LOAN FINANCING:** If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

**E. INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

**F. REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Seller's documents required in **paragraph 17A**.

**G. TITLE:**

- (1) This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

**H. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11D** ("CI Disclosures").

**I. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(9)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(9)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

**J. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

**K. REMOVAL OF CONTINGENCY OR CANCELLATION:**

- (1) For any contingency specified in **paragraph 3L or 8**, Buyer shall, within the applicable period specified, **remove the contingency or cancel this Agreement.**
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L or 5 Days** after receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

**L. SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(10)**.

**9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

**A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(2), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

**C. ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, all items specified in paragraph 3P(2) are excluded from the sale.

**10. ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS AND CERTIFICATES:** Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; It does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).

**11. SELLER DISCLOSURES:**

**A. WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

**B. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

**C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

**D. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

- (1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.

**E. NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.



- F. ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
  - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
  - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
  - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
  - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
  - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
  - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
  - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
  - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
  - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
  - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
  - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
  - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
  - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
  - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
  - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- G. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.
- H. KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- I. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- J. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- 12. TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
  - B. INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
  - C. TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
  - D. SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:
    - (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
    - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
    - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
- 13. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B**: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.

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Date: **February 14, 2022**

- B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change  
(2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A. Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
- B. Buyer Investigations include, but are not limited to:
- (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
    - (A) A general inspection.
    - (B) An inspection for lead-based paint and other lead-based paint hazards.
    - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
    - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
    - (E) Any other specific inspections of the physical condition of the land and improvements.
  - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
  - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 11, 12, 13, 16A, and 17A**.
- C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
- E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
- F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**
- G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
- I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.
- J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

*[Signature]*

*[Signature]*





Property Address: **131 E. Cedar Ave., Coalinga, CA 93210**

Date: **February 14, 2022**

- K. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- L. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- M. PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
- N. NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- O. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- P. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
- Q. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
- R. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 16. TITLE AND VESTING:**
- A.** Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C.** Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D.** Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E.** If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F.** Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- G.** Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B, 11A, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 12A, 12B, 12C, 16A, 16D and 35.**
- B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
- (2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.



- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has 5 Days after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
- (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.
- C. SELLER RIGHT TO CANCEL:**
- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (iv) Deliver a letter as required by **paragraph 6B**; (v) In writing assume or accept leases or liens specified in **paragraph 8I**; (vi) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **36**; (viii) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 35**; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the cancellation of this Agreement and notification to Escrow.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.
- D. BUYER RIGHT TO CANCEL:**
- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.
- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 Days after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than 2 Days prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 Days after Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3).** Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.
- 18. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 21. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- C. BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 11A, 11D(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.**
- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or OA or OA management company or others any fee required by paragraphs 3, 8, 11, or elsewhere in this Agreement.**



- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
  - D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
  - E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
  - F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
  - G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.
- 26. ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOA).
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal on this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

*[Signature]*

*[Signature]* *[Signature]*





Property Address: **131 E. Cedar Ave., Coalinga, CA 93210**

Date: **February 14, 2022**

31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS AND INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
  - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
  - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
  - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
  - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
  - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
  - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
  - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
  - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
  - J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
  - K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
  - L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
  - O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
  - P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
33. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
34. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

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Buyer's Initials

*[Signature]*

Seller's Initials

*[Signature]* *[Signature]*



**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 13 OF 16)**

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com) 131 E. Cedar Ave.

Property Address: 131 E. Cedar Ave., Coalinga, CA 93210

Date: February 14, 2022

**35. LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** and **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**36. LIQUIDATED DAMAGES:**

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials [Signature] /

Seller's Initials [Signature]

**37. MEDIATION:**

- A.** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
- B. ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.

**38. ARBITRATION OF DISPUTES:**

- A.** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR ☐ \_\_\_\_\_ The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- D. AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials [Signature] /

Seller's Initials [Signature]





Property Address: 131 E. Cedar Ave., Coalinga, CA 93210

Date: February 14, 2022

### 39. OFFER

**A. EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

**B. ☒ ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: Marissa Trejo
- (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_

**C.** The VLP has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

**D. BUYER SIGNATURE(S):**

(Signature) By, Marissa Trejo Date: 02/14/2022

Printed name of BUYER: City of Coalinga

☒ Printed Name of Legally Authorized Signer: Marissa Trejo Title, if applicable, \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of BUYER: \_\_\_\_\_

☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

### 40. ACCEPTANCE

**A. ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

**Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.**

Seller shall return and include the entire agreement with any response.

☒ **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

☐ **Back-Up Offer Addendum** (C.A.R. Form BUO)

**B. ☐ Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: \_\_\_\_\_
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_

**C.** The VLP has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

**D. SELLER SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: 2-24-22

Printed name of SELLER: Jerome P. Trevino

☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, \_\_\_\_\_

(Signature) By, \_\_\_\_\_ Date: 2-24-22

Printed name of SELLER: Miranda M. Trevino

☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable, 1

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

**OFFER NOT ACCEPTED:** \_\_\_\_\_ / \_\_\_\_\_ No Counter Offer is being made. This offer was not accepted by Seller \_\_\_\_\_ (date)  
Seller's Initials



Property Address: 131 E. Cedar Ave., Coalinga, CA 93210

Date: February 14, 2022

**REAL ESTATE BROKERS SECTION:**

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

**A. Buyer's Brokerage Firm Mid State Realty**

By Tawnya Stevens Tawnya Stevens Lic. # 01202124 Date 02/15/2022  
 By 2/15/2022 10:08:07 AM PST Lic. # \_\_\_\_\_ Date \_\_\_\_\_

- ☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.  
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

**Designated Electronic Delivery Address(es):**

Email \_\_\_\_\_ Text # \_\_\_\_\_

Alternate: \_\_\_\_\_

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**B. Seller's Brokerage Firm London Properties, Ltd.**

By Juan Carlos Mora Juan Carlos Mora Lic. # 01496414 Date \_\_\_\_\_  
 By \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_

- ☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.  
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

**Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):**

Email \_\_\_\_\_ Text # \_\_\_\_\_

Alternate: \_\_\_\_\_

☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ \_\_\_\_\_), Counter Offer numbers \_\_\_\_\_ and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 19 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by \_\_\_\_\_ that the date of Acceptance of the Agreement is \_\_\_\_\_

Escrow Holder Orange Coast Title Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

**PRESENTATION OF OFFER:**

1/14/22 Seller's Brokerage Firm presented this offer to Seller on 2/17/22 (date).  
 Broker or Designee Initials

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Buyer's Initials

JS

Seller's Initials

F.P.P. M.M.T.



**VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 16 OF 16)**



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

**Multiple Buyers:** Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

**Multiple Sellers:** Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

**Dual Agency:** If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

**Offers not necessarily confidential:** Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

**Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.**

Seller	<u>Jane P. Tavares</u>	Date	<u>2-24-22</u>
Seller	<u>Myralee M. Francisco</u>	Date	<u>2-24-22</u>
Buyer	<u>Marissa Trejo</u>	City of Coalinga	Date <u>02/14/2022</u>
Buyer	<u>2/14/2022 3:59:13 PM PST</u>		
Buyer's Brokerage Firm	<u>Mid State Realty</u>	DRE Lic # <u>01523375</u>	Date <u>02/15/2022</u>
By	<u>Tawnya Stevens</u>	DRE Lic # <u>01202124</u>	Date <u>02/15/2022</u>
Seller's Brokerage Firm	<u>London Properties, Ltd.</u>	DRE Lic # <u>00463722</u>	Date <u>2/24/22</u>
By	<u>Juan Carlos Mora</u>	DRE Lic # <u>01496414</u>	Date <u>2/24/22</u>

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PRBS REVISED 12/21 (PAGE 1 OF 1)

### POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Mid State Realty, 395 E. Elm Ave Suite A Coalinga CA 93210  
Tawnya Stevens

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: (559)935-5123

Fax: (559)935-5122

[www.ltwolf.com](http://www.ltwolf.com)

131 E. Cedar Ave.



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: 131 E. Cedar Ave., Coalinga, CA 93210

("Property").

**A. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

**B. BUYER RIGHTS AND DUTIES:** You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

**C. SELLER RIGHTS AND DUTIES:** Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

**D. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:**

- 1. FINANCE:** Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
- 2. CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
- 3. UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
- 4. ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials ( MS ) ( )

Seller's Initials ( IPY ) ( MLLJ )

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**BVLIA 11/13 (PAGE 1 OF 2)**

**BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 1 OF 2)**

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[www.lwolf.com](http://www.lwolf.com)

131 E. Cedar Ave.





Property Address: **131 E. Cedar Ave., Coalinga, CA 93210**

Date: **February 14, 2022**

5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER *J. Paul P. Trevino*

Date 2-24-22

SELLER *Mercedes M. Trevino*

Date 2-24-22

BUYER *Marissa Trejo*  
Authentisign  
 2/14/2022 3:59:26 PM PST

Date 02/14/2022

BUYER \_\_\_\_\_

Date \_\_\_\_\_

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**LONDON  
PROPERTIES****DISCLOSURE RESPONSIBILITY ADDENDUM**

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT - READ IT CAREFULLY.

This Disclosure Responsibility Addendum (the "Addendum") shall be considered a part of that certain California Residential Purchase Agreement and Joint Escrow Instructions (the "Contract") Deposit dated 02/14/2022 referencing real property commonly known as 131 E Cedar Ave, Coalinga, (the "Property") wherein City of Coalinga appears as Buyer and Israel Trevino, Mercedes Trevino appears as Seller, together with any counter offers or other written amendments thereto, all of which shall collectively be referred to herein as the "Contract". "Broker," as used herein, shall be London Properties, Ltd., its agents, officers and directors, together with any names to which said corporation may subsequently be changed, and any and all fictitious business names (dba's) under which it may engage in business, and upon assignment, any property licensed Broker to which this contract may subsequently be assigned by London Properties Ltd. or its agents, together with any other licensed real estate Brokers who have become a signatory to this agreement. Buyer, Seller and Broker, collectively shall be referred to herein as the "Parties".

1. **BUYER'S CHECKLIST:** The following paragraphs are intended to serve as a "checklist" for Buyer in performing Buyer due diligence investigations of the Property. In order to protect Buyer's and ensure that the Property and ancillary conditions fully meet Buyers expectations, Broker hereby strongly suggests that Buyer, within the inspection contingency time set forth in the Purchase Contract thoroughly and independently investigate any and all of the items which may be of interest or concern, including but not limited to, those below.

Note important reminders: Buyer and Seller acknowledge and agree that Broker herein: (i) has not and shall not decide what price buyer should pay or seller should accept for the property; (ii) has made no representations or warranties regarding the condition of the property or it's suitability for Buyer's intended purpose(s); (iii) does not guarantee the performance, adequacy, or completeness of inspections, disclosures, reports, service, products or repairs provided by or representations made by Buyer, Seller or any third parties; (iv) shall not be responsible for verifying square footage of the property or improvements, acreage, water or utility, quantity, quality or availability, any representations of information provided by third parties which may be contained in investigation records, multiple listing service listings, disclosures, reports, crop production records, operating expense records, advertisements, flyers, or other promotional material; (v) shall not be responsible for identifying the location or existence of boundary lines, easements, encumbrances, taxes, bonds, judgments, liens, or other items, including, but not limited to those of record affecting title to the property; (vi) shall not have any obligation to investigate or conduct an inspection of any condition or matter within any common areas or off the site of the property, or disclose any information about such condition or matter unless actually known to Broker; (vii) shall not be responsible for inspecting public records, permits, zoning, building codes or building permits, or matters concerning the use of the property; (viii) shall not be responsible for identifying or disclosing defects on the property unless such defects are observable by a reasonable visual inspection of reasonably accessible areas of the property or are actually known to Broker; (ix) is not qualified to and shall not be responsible for reviewing, investigating, or interpreting any legal document, deed, title report, title policy or third party contract, or any item therein; (x) shall not be responsible for providing legal or tax advice regarding any aspect of this transaction; (xi) shall not be responsible for providing any advice or information that exceeds the knowledge, education, and experience required to perform real estate licensed activity; (xii) shall not be responsible for the identification or disclosure of any protected species, lead paint, mold, asbestos, tanks, lead, contamination, radon, fuels, oils, methane, chemicals, or hazardous waste, trash, wetlands, fill or environmental issues of any kind located on the property, except where the existence of such is actually known to Broker; (xiii) shall not be responsible for identifying or discussing the existence of non-existence of water conserving plumbing fixtures; (xiv) Buyer and Seller are hereby advised and are strongly encouraged to review all of the above matters with appropriate title officers, escrow officers, tax professionals, property inspectors, independent legal counsel and other appropriate knowledgeable professionals.

**NO WARRANTIES.** Broker does not warrant or represent: the correct location or proper setbacks of existing fences, improvements, hedges, walls or other barriers or markers, any of which may or may not be located within or along the property line; the condition of the land, soil stability, improvements or geology; the condition, adequacy or performance of HVAC, plumbing, electrical, pools, wells, septic, roofing or any other systems or components of the Property or improvements; the size, age; the conformance of the Property to any homeowner's association's rules and requirements; local land use ordinances; the boundaries of the Property; the absence or existence of environmental storage containers, or other environmental hazards including, but not limited to, garbage, electromagnetic fields, other substances, materials, products or hazardous waste of any kind; flooding, slippage, settling, movement or adequate drainage of the Property or improvements; the existence or absence of required permits, inspections, certifications or other governmental limitations, restrictions, requirements, approvals or Property's conformance with same; the existence or absence of any negative local or neighborhood conditions including, but not limited to, industrial uses, noise, schools, crime statistics, felons, registered sex offenders, the availability, adequacy, quantity, cost or speed of any utility or service including, but not limited to, phone, gas, electric, water, waste, disposal, sewer, wireless internet, other telecommunication or technology services or other services of any kind; safety of the neighborhood area or the Property improvements including, but not limited to, locks, alarms, barriers, fences, pool area enclosures or other components of any kind. Broker has no knowledge of and makes no warranty or representation regarding the quality, quantity, potability, or reliability of any water supply or Buyer's ability to occupy or use the Property for Buyer's intended purpose. Repairs or additions may have been made to subject Property without the required governmental permits. Buyer and Seller hereby acknowledge that Broker has made no independent investigation (other than as required by law) of the Property or any of the items set forth herein.

2. **INFORMATION PROVIDED:** Any and all information previously or subsequently provided verbally, in writing or otherwise and any information which Broker

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 Seller's Initials: IMT Buyer's Initials: IMT

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 August 2016

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London Properties Ltd, 6442 N Maroa Ave Fresno CA 93704

Phone: (559) 905-5040

Fax: 559-436-0938

131 E Cedar Ave,

Juan Mora

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Date	_____

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may provide to Buyer which was obtained from Seller, submitted to or obtained from any Multiple Listing Services, other Brokers, advertisements, professional inspector or other third parties may or may not be accurate. While Broker does not doubt its accuracy, and believes such information was obtained from reliable sources, Broker has not verified it and makes no guarantee, warranty or representation that it is truthful, accurate, or complete. It shall be Buyer's sole responsibility to confirm independently its accuracy and completeness. Any projected income or expenses, opinions, assumptions, or estimates used are for illustrative purposes only and do not represent the current or future performance of the Property. If the value of this transaction, to the Buyer, depends on economic information on tax consequences, they should be evaluated by Buyer's tax, financial and legal advisors prior to entering into any contract. Buyer and Seller hereby acknowledge receipt of a "Property Transaction Booklet" published by California Association of Realtors®. Buyer and Seller agree that any new reports or other disclosure documents received by Buyer from the Seller or Broker after receipt of the TDS are automatically deemed an amendment to the TDS. Buyer is hereby advised to conduct a careful, independent investigation of the Property and past revenues, income and expenses and any information (including accuracy and completeness hereof) provided by Broker, Seller or any third party. Absent such verification, Buyer's reliance on any such information shall be at Buyer's sole risk. Buyer hereby acknowledges that previous changes in property value or the past income and expense history of the subject Property are no guarantee of future performance. Both are subject to unpredictable variables such as weather, management, operational skill, market factors, and general economic conditions. Broker does not assume and hereby expressly disclaims any responsibility for the future operating and investment results of subject Property or reduction in the properties future value. Buyer and Seller hereby releases and agrees to indemnify and hold harmless Broker from any and all cost, loss, damage, claim, action, judgment, award, expense or liability of any kind, including, but not limited to, attorney's fees that originate from or are in any way attributable to any of the above information, or buyer's ability to use or occupy the property.

3. **ATTORNEY'S FEES:** Buyer, Seller, Broker and all parties hereby agree that in any action, proceeding, or arbitration of any kind arising from the Contract or otherwise related to this transaction, including, but not limited to, those for misrepresentation, breach of agency, negligence, fraud, breach of contract, or the failure of the "Parties", including Broker, to perform, the prevailing party, provided they have fully complied with any obligations for mediation that may be otherwise set forth in the contract, including Broker, shall be entitled to reasonable attorney's fees and costs as the court may allow. In the event of any arbitration, including but not limited to those in which Broker may participate, the arbitrator shall render all awards in accordance with substantive California law and shall not have the power to commit errors of law or legal reasoning. Any and all awards may be vacated as corrected on appeal to a court of competent jurisdiction for any such error. It is hereby agreed that any and all arbitration awards and decisions shall, to the maximum extent allowed by law, be subject to judicial review, interpretation, confirmation, amendment, or reversal by applicable California Courts.
4. **GOVERNING LAW, JURISDICTION, AND VENUE STATUTE OF LIMITATIONS:** The Contract shall be governed by and construed in accordance with the laws of the State of California, and any lawsuit based upon any cause of action arising between the parties whether under the Contract, or otherwise, shall be brought in a court of record in Fresno County, California, or a court of the United States of America located in Fresno County, California, and the parties consent to the jurisdiction of these courts in any legal proceeding, and waive any objection which they may have to venue of any legal proceeding in these courts, including any claim that the legal proceeding has been brought in an inconvenient forum. **LIMITATION OF CLAIMS:** The Parties hereby agree that, unless otherwise specifically prohibited by California law, any and all claims, demands, actions, arbitration's or proceedings of any kind against any of the other Parties for any loss, damage, liability, cost or expense of any kind arising from or related to the Property or, including, but not limited to, Broker duties, obligations, representations, performance or lack thereof with respect to the Property, and any claims based on negligence or actual or constructive fraud, must be made or commenced, if at all, within one (1) year from the earlier to occur of (i) closing of escrow of the Property, or (ii) termination of any agreement involving Broker to list, sell, or purchase the Property. Buyer and Seller hereby acknowledge and agree that this provision establishes a shorter limitation period than those periods provided by California statute, and that this one (1) year period shall be deemed fair, sufficient and not a violation of any principal of public policy.
5. **ENTIRE AGREEMENT:** All understandings between the parties are incorporated in the Contract. Its terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The Contract may not be extended, amended, modified, altered or changed, except in writing signed by Buyer, Seller and Broker. In the event that any provision of the Contract is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. The Contract and any supplement, addendum or modification, including any copy, whether by copier, facsimile, or other electronic means, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
6. **PRINCIPAL RESPONSIBILITIES:** Broker shall have no obligation to ensure the performance of any duties or obligations of either Buyer or Seller to each other. Broker shall have no responsibility or liability whatsoever to verify Buyer's qualifications, loan status, the placement of any funds or deposit into escrow in a timely manner, or, absent actual knowledge, to monitor or inform either Buyer or Seller of the failure of any principal to perform any contractual duty or obligation. Broker shall have no responsibility whatsoever for the performance, lack of performance or monitoring the performance of any duty, action or obligation of either Buyer or Seller.
7. **REPORTS:** Buyer hereby acknowledges that Broker shall not be responsible or liable for any verbal or written representation, or information provided

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Seller's Initials: PLI 11/11/11Buyer's Initials: 1

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August 2016

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Date \_\_\_\_\_





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by any inspectors, contractors, or other third party. Neither the Seller nor Broker have or shall independently verify the information contained in such report, including but not limited to, information provided in any pest inspection report, home inspection report or Natural Hazard Disc (NHD) Report. Buyer hereby releases Seller and Broker from any and all liability, cost, obligation, loss or expense Buyer may subsequently incur as a result of any errors, omissions or inaccuracies in such report or form, which were not personally known to Seller and Broker.

8. **TOWER DISTRICT DISCLOSURE:** If the Property is located within the city of Fresno, south of Shields Avenue, north of Divisadero Street, east of Fruit Avenue, and west of Blackstone Avenue, Buyer hereby acknowledges that the Property is located within the boundaries of The Tower District, as designated by the City of Fresno Specific Plan. The City of Fresno has certain special restrictions and requirements for the issuance of building permits and other developments upon the properties within this District and Buyer is hereby encouraged to contact the City of Fresno Planning and Public Works Departments and investigate the effects of any and all special City requirements and regulations prior to proceeding with the purchase of the Property. The closing of this escrow evidences Buyer's approval of the above and Buyer hereby releases Broker from any and all liability or responsibility thereof.

(See [www.londonproperties.com/tower.html](http://www.londonproperties.com/tower.html) or search [www.fresno.gov](http://www.fresno.gov))

9. **UNDERGROUND TANK DISCLOSURE:** Buyer hereby acknowledges that: 1) The Property may contain an underground storage tank; 2) Absence actual knowledge of the existence of any such tank, Broker shall not be responsible to identify or disclose to Buyer the existence of same. In any event, it is hereby understood and agreed that Broker and agents are unaware if any tank has leaked or may currently be leaking or has other defects and/or conditions which may affect the Property's value or create liability for the Property owners; 3) It is Broker's understanding that California and/or Federal law may, among other liabilities, hold previous, current and/or subsequent owners liable for the cost of removing any contaminants that may appear as a result of such tank. Therefore, Buyer is encouraged to employ appropriate professionals to inspect, evaluate and report the status, ramifications and condition of said tank prior to close of escrow; and 4) California law now requires most underground storage tanks and piping installed prior to 1984 to be upgraded or replaced. For information, you may be able to contact California UST's Program, Division of Clean Water, P.O. Box 944212, Sacramento, CA. 94244-2120, (800) 999-8844; or other applicable Governmental agencies.
10. **REQUIRED USE:** In the event the Seller of subject Property is now, or was previously a party to any listing, marketing agreement or any other authorization to sell agreement, all hereinafter "Listing", with London Properties, Seller hereby acknowledges that one of the terms and conditions of said Listing requires the execution of this "Disclosure Responsibility Addendum" by any eventual buyer of the Property. Seller is hereby advised to contractually require any and every such buyer's execution hereof, both in and prior to acceptance of any offer, counter offer or other sales agreement. Where Seller fails to make such a requirement of Buyer as a condition precedent to the sale of the subject Property, Seller hereby acknowledges that they will incur an obligation to indemnify and hold harmless Broker from any future claims, demands, costs, loss, liabilities, judgments, awards, etc. all as provided in said prior "Listing". This Disclosure Responsibility Addendum shall be operative and binding between the "Parties" whether or not executed by London Properties Ltd.
11. **MOBILE HOME:** In the event there does exist on the subject Property any mobile home, which is not attached to a permanent foundation and/or is not being taxed by applicable County assessor as Real Property, then title to same may not be transferred by deed. In the event title to such mobile home is of importance to Buyer, they are hereby advised to perfect transfer of title and registration via California Department of Housing Community Development (HCD), prior to or concurrent with close of escrow. Failure to obtain clear title and registration to said mobile home may allow third party owners to remove same after close of escrow. Broker has made no representation or warranty that such mobile home has any value, is included in the purchase of the subject Real Property, or will be legally transferred to Buyer. Buyer hereby releases Broker from any and all liability, loss, cost or expense of any kind regarding failure to perfect an adequate transfer of title.
12. **ASSIGNMENT PERMISSION:** Broker hereby reserves the right to assign all of its duties and obligations in this transaction. All parties to this contract hereby acknowledge, consent and agree that all rights and interests herein together with any rights, obligations, interests or duties in any contract, transaction, sale and/or escrow referenced in or associated with this contract (including but not limited to commissions resulting therefrom), may be unilaterally assigned and delegated by Broker to any other licensed California Real Estate Broker, all without further consent or approval of the undersigned or any other party.
13. **SELLER FINANCING:** Where this purchase includes financing carried back or provided by the seller, Buyer is hereby advised that they are entitled to receive, prior to closing, a "Seller Financing Disclosure Statement". Buyer and Seller are hereby advised to carefully review the terms, conditions, and information set forth therein. In the event the subject property contains four or less residential units, and the Seller herein has agreed to extend any credit or carry financing for the Buyer, Seller is hereby advised to seek legal counsel to investigate any requirement they may have to comply with any applicable Truth in Lending Act and to provide applicable "TILA" disclosures. It is hereby agreed that Broker herein shall have no obligation or duties of

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Date \_\_\_\_\_

<b>LONDON</b> <b>PROPERTIES</b>	<b>DISCLOSURE RESPONSIBILITY ADDENDUM</b> <b>THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT - READ IT CAREFULLY.</b>
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any kind to investigate Seller's duties, nor to provide or prepare any "TILA Disclosures."

14. **PERMITS/ESTIMATES:** In the event the Property, or the use thereof, is encumbered by or enjoys the benefit of or use of any easement, common utility agreement, water agreement, drainage easement, U.S. Forest Service (or other governmental) use permit or any other appurtenant right, Buyer hereby agrees and warrants that they shall, prior to close of escrow, review such matters with legal counsel. Buyer hereby acknowledges that Broker has made no warranty or representation regarding any of the above referenced items, the Property, or Buyer's ability to extend or transfer any leases, permits or otherwise continue enjoying the use or benefit of the Property (including permits, easements, etc.) or Buyer's ability to remove any such encumbrances. Closing of this escrow shall be deemed Buyer's irrevocable acceptance and approval of the above referenced items.
  
15. **SELECTION OF SERVICE PROVIDERS:** Where Broker, at the request of either Buyer or Seller, directly engages or employs on the behalf of either Buyer or Seller or recommends the service of any contractor, inspector, report provider, title company, lender, home warranty company, vendor, insurance agent, pest control company or supplier of any goods or services of any kind, hereinafter "Provider", or where Buyer or Seller directly engages or employs any Provider subsequent to procuring the identity, recommendation, or referral of such Provider from Broker, then in either event it is hereby agreed as follows:
  - A. Broker has made and makes no representation, warranty, promise, or guarantee regarding the Provider's qualifications, license status, insurance coverage, financial solvency, reliability, or the quality of the Provider's work, performance, goods or services.
  - B. Broker hereby advises Buyer and Seller to employ, allow to be employed or engaged by Buyer, Seller or Broker, only such Providers as they have each independently verified to be qualified, appropriately licensed, insured and bonded to perform any work or inspection.
  - C. Buyer and Seller are free to select any Provider other than those that may have been engaged, recommended, provided, employed, or referred by Broker.
  - D. Buyer and Seller, as applicable, hereby release and agree to hold harmless Broker from any and all cost, damage, liability, loss, expense, claim, charge or action of any kind resulting from the engagement or employment of any Provider; their work, inspections, reports, goods or services, including any damage they may do, liabilities they may create, or any error or omission that they may make and including any costs or amounts they may bill or charge for their work, goods, or services.
  
16. **CONTINUING AGREEMENTS COST:** The Property may contain solar, alarm, or water treatment systems that may or may not be subject to third party leases, maintenance agreements or liens which require payments to third parties. In such event, other than as set forth in any Seller Transfer Disclosure Statement provided to Buyer, Broker has no further knowledge regarding such systems, agreements, contracts or obligations, and has not made and makes no representation or warranty that these obligations may or may not continue beyond close of escrow. Where they do continue, Buyer may, by acquiring title, be obligated for additional cost or expenses. If this is of importance to Buyer, they are hereby advised by Broker to make further inquiries and investigations during their due diligence and/or investigation period.
  
17. **CONTAMINATED WATER ADVISORY:** The City of Fresno (the "City") has reported that homes in Northeast Fresno, including, but not limited to those within zip code areas 93720 and 93730, have been found to contain discolored water and in some cases, high levels of lead contamination. The City believes lead may originate from the installation of galvanized pipes lined with zinc. Such pipes may be corroding and releasing lead into plumbing systems. Broker hereby disclaims any further knowledge of this issue, the specific location of which properties may or may not be affected, or the eventual solution to these issues. It is Broker's understanding that the City of Fresno has stated the city water supply to the home meters continue to meet all Federal and State drinking water standards and is "clean, safe, and reliable". Where the property is located in this geographical area, and contamination issues are of concern to Buyer they are encouraged to perform water tests during applicable due diligence periods set forth in the Contract and/or to contact the City of Fresno Public Utilities Department for more information.  
  
 Governmental agencies have found that some water wells in the City of Fresno contain excessive levels of "TCP", a chemical solvent introduced to underground water as a result of previous pesticide and/or industrial uses. Private wells in some County areas have also indicated high levels of this contaminate. TCP has been added by the State of California to a list of chemicals known to cause cancer. In the event this or other water quality issues are of concern, Buyer is hereby advised to contact all applicable water district or government agencies for further information. In the case of private wells or water systems, Buyer is advised to have water from such wells specifically tested for this substance and other contaminants.
  
18. **MONTE VERDI SUBDIVISION WASTE DISPOSAL:** Properties located within the Monte Verdi subdivision #4351 in the County of Fresno water service area ("CSA 44D") have been known to experience serious issues with the applicable water treatment facility ("WTF") and water wells. In 2013, property owners within CSA 44D approved a request for an approximate 2.8 million dollar loan, the proceeds of which would be used to make improvements to WTF. A special tax assessment of approximately "\$22,669" was to be levied on each property within the CSA 44D boundaries. Each property owner within CSA 44D has a responsibility to make annual loan payments of approximately \$1,100 to repay this loan. Recent information provided by the County of Fresno indicated the final bids for the necessary improvements are now estimated to be from \$3.2 to \$4.6 million. Final improvement cost may require additional special assessments. Broker has no knowledge as to how or when this issue will be resolved. Broker has been advised that: 1) waste from the "WTF" is currently being removed by trucking; 2) at least one of the water wells within the subdivision is either shut down or is need of repair; 3) property owners within the Monte Verdi area and CSA 44D have experienced some shortage of potable water; 4) the Monte Verdi Home Owners Association ("MVHOA") is considering the establishment of a Community Service District. In the interim, Buyers of homes within "CSA 44D" or the Monte Verdi subdivision are advised to contact the County of Fresno Special Districts Administration or the MVHOA for further information.

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**LONDON  
PROPERTIES****DISCLOSURE RESPONSIBILITY ADDENDUM**

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19. **SHORT SALE TAX OBLIGATION:** Where the property is being sold in a situation where any lender accepts a payoff amount less than the then outstanding balance of any note or mortgage such lender may hold ("Short Sale"), Seller is hereby advised: a) such relief of indebtedness may be a taxable event for which the Seller may incur an obligation to pay State and/or Federal income tax; b) Seller should seek independent counsel regarding tax and other potential liabilities prior to executing any listing agreement and/or prior to accepting any offer to sell; c) holders of Junior Mortgages have been known to approve Short Sales by accepting partial payments in escrow of amounts less than the full outstanding balance due as consideration for the release of their encumbrance and then, subsequent to close of escrow, pursuing the seller personally for any remaining amounts not paid in full through escrow; d) Release of a Trust Deed (to allow a short sale closing) is not the same as relief of liability. Sellers may wish to secure a written full release of all future liability from all lenders, prior to participating in any "Short Sale"; e) Broker has made no representations or warranties regarding forgiveness of debt, the tax consequences of such forgiveness, potential continuing liability for debt amounts, or other ramifications of participating in a Short Sale; f) Participating in a Short Sale may also result in negative reporting to one or more credit agencies. Such negative comments will appear on future credit reports and may substantially lower Seller's credit scores.

20. **WIRE FRAUD:** Buyer and Seller acknowledge that during the course of real estate transactions, criminals may take advantage of unguarded communication, weak passwords or other security measures to set up legitimate appearing wiring instructions, the use of which could result in transferring funds to the criminals account. These instructions frequently contain legitimate appearing telephone numbers, the use of which may serve to confirm fraudulent wiring/transfer instructions. Buyer and Seller hereby release Broker from any and all potential claims and any liability, costs or loss of any kind, either party may experience because of wire fraud or money transfers involved in any transaction.

Accordingly, Buyers and Sellers who make any wire transfer of funds, they are advised to:

1. Be alert to the potential for wire funds transfer scams or fraud attempts.
2. Obtain the phone number of the Escrow Officer at the beginning of the transaction.
3. Do not ever wire funds prior to calling your Escrow Officer to confirm wire instructions. Only use a phone number you were provided previously. Do not use any different phone number included in the emailed wire transfer instructions.
4. Orally confirm the wire transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
5. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer.
6. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

21. **WATER REGULATIONS AND AVAILABILITY:** Due to severe drought conditions, water has been restricted by many California counties, municipalities and/or water authorities. The California State Water Resourced Control Board may have also instituted, or may in the future institute, mandatory water restrictions. Water restrictions may impact the Property in a number of ways including limiting water usage and/or increasing water costs.

It is strongly recommended that Buyer, within the contingency/investigation period provided in the purchase contract, thoroughly investigate all water issues which may be of concern to Buyer. Such investigation should include, but not be limited to: a) inquiring whether the Seller is aware of any water restrictions, has experienced any well or other water source shortages, or has received any notices regarding water issues; b) requesting information and available data from governmental or private water providers including applicable City, County and State agencies, private water districts or home owners associations; c) publicly searching whether there are any water limitations within any investigation time periods provided for in the contract; d) performing on-site investigations and testing to determine availability, quality, quantity and potability of any private well or other water source. Buyer acknowledges that if the local authorities, agencies, or suppliers have not yet instituted water limitations or restrictions, they could do so in the future.

Buyer acknowledges that Broker: 1) has not and does not represent or warrant any information regarding and hereby disclaims any knowledge of water rights, future water usage, availability, restrictions, or limitations on quality or quantity of water available to the Property; 2) shall not have an obligation to research or investigate any water issues, availability or restrictions relating to the Property.

22. **DISCLOSURE ISSUES AFFECTING WONDER VALLEY:** Where the Property is located within or near Wonder Valley area, Buyer is advised that the Wonder Valley Ranch Resort and Conference Center (Ranch Resort) operates both as a Conference Center and a children's summer camp.

1. The Ranch Resort facilities are not available for use by neighbors except through special programs which may be offered.
2. The Ranch Resort caters to many Weddings and there may be loud music in the evenings.
3. The Ranch Resort runs a children's summer camp on-site which may create traffic and/or noise.
4. The Ranch Resort maintains a stable located on Mustang Rd., which may cause flies in that area.

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5. The Ranch Resort operates a permitted rifle range accessed off of Mustang Rd.
6. According to information provided by nearby properties, including the properties within Wonder Valley, properties may include open riding trails. Per the Wonder Valley Property Owners Association, these trails may not be fenced or obstructed. Where any person or animal is struck by a vehicle in open range or riding trail, the HOA has stated it shall be the driver's responsibility.
7. Many of the parcels within Wonder Valley, especially near the creek, may fall within flood zones.

Buyer hereby releases Broker from any and all potential claims, liabilities, including any cost, loss, or expense of any kind they may experience because of the above.

- 23) Buyer and Seller hereby acknowledge and agree that beginning January 1, 2017: a) Seller, under California law, has an obligation to disclose to Buyer whether or not all plumbing fixtures do, or do not, qualify as Water Conserving Fixtures (WCF); b) Broker is not qualified to make, has not made, and shall not make, any such determination or disclosure. Buyer is advised to secure such disclosure from Seller and/or to investigate and confirm the status of all plumbing fixtures during Buyer's period of due diligence; c) Buyer and Seller hereby release Broker from any and all responsibility and/or liability to identify the existence or non-existence of any WCF.

Buyer and Seller hereby acknowledge having read and received a copy of this Disclosure Responsibility Addendum. THIS DISCLOSURE RESPONSIBILITY ADDENDUM SUPERSEDES AND AMENDS ANY AND ALL OTHER INFORMATION BUYER HAS OR MAY RECEIVE FROM BROKER EITHER ORALLY OR IN WRITING, INCLUDING BUT NOT LIMITED TO ANY ADVERTISEMENTS, FLYERS, MLS SERVICE, OR OTHER REPRESENTATIONS. AGREEMENT BINDING ON SIGNATURES: In the event this agreement is not executed by both Buyer and Seller, or for any other reason does not become part of the final contract between the parties, then it is hereby agreed that it shall nevertheless be a binding agreement as between Broker and any and all parties who do become signatories hereof. THE UNDERSIGNED HAVE READ, UNDERSTAND, AND AGREE TO THE CONTENTS HEREOF.

London Properties, Ltd. Cal BRE #00463722

02/23/2022

A) BUYER

AuthentisIGN

Marissa Trejo

BUYER

DATE

10-17-21

A) SELLER

2/23/2022 10:09:27 AM PST

Israel Trevino

SELLER

Mercedes Trevino

Mercedes Trevino

DATE

10-17-21

- C) COOPERATING BROKER: Not required only applicable to Brokers who wish to be a part of this Agreement.

By Cooperating Broker

Date

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Buyer's Initials:

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**LONDON**  
PROPERTIES**COMMERCIAL, FARM AND LAND PURCHASE ADDENDUM****REGARDING SUBJECT PROPERTY (the "Property"): 131 E Cedar Ave, Coalinga,****Buyer:** City of Coalinga

("Buyer")

**Seller:** Israel Trevino, Mercedes Trevino

("Seller")

**Purchase Agreement dated** 02/14/2022**(the "Purchase Agreement")**

Broker as used herein shall be and mean London Properties, Ltd., including any and all Fictitious Business Names under which it may now or subsequently engage in business, its officers, directors, shareholders, and agents ("Broker"). This Addendum is made by Buyer for the benefit of both Broker and Seller and by Seller for the benefit of Broker.

**A.) Information:** Any and all information previously and subsequently provided verbally or in writing by Broker or Seller regarding the Property has been obtained from sources believed to be reliable. While Broker has no information or knowledge to contradict the accuracy thereof, except as otherwise disclosed in writing, Broker has not verified and makes no guarantee, warranty or representation as to its completeness, accuracy or truthfulness. Buyer is hereby advised to verify any and all information provided by Broker or Seller. Absent such investigation and/or verification, Buyer's reliance on any such information, assumptions, representation illustrations, or the condition of the Property shall be at Buyer's sole risk.

**BUYER UNDERSTANDS THAT ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT OR ARE DIFFICULT TO LOCATE AND DISCOVER AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER HEREBY DISCLAIMS ANY KNOWLEDGE AS TO THE CONDITION OF THE PROPERTY, DOES NOT GUARANTEE OR WARRANT THE CONDITION OF THE PROPERTY, AND IN NO WAY ASSUMES RESPONSIBILITY FOR, SUCH CONDITION OR FOR ANY INVESTIGATIONS THEREOF.**

Buyer acknowledges that Buyer is purchasing the Property solely in reliance on Buyer's own investigation, and that except as expressly set forth in writing, no representations or warranties of any kind whatsoever, express or implied, have been made by Broker.

**B.) Performance of Property:** Buyer hereby acknowledges that the past income or expense of the Property is no guarantee of future performance. Future performance of the Property is subject to unpredictable and variables such as deferred maintenance, management, capabilities, operational skills, market factors, and general economic conditions. **Broker does not represent or warrant, and hereby expressly disclaims any responsibility for the future operating income and expense and investment results of the Property.** Any projections, opinions, assumptions, brochures, maps, production records, well reports, crop reports, estimates or records of any kind used or provided by Broker or Seller are for illustrative purposes only and do not represent the current or future performance of the Property. In the course of Buyer conducting a due diligence inspection of the Property and its operational and investment potential, the prospective Buyer is strongly advised to consult with attorneys, financial advisors, Local, State, and Federal Governmental Agencies, tax professionals, and other expert consultants as may be necessary to accurately project the future performance of the Property and its suitability for Buyers intended use.

**C.) Codes, Permits, and Hazardous Materials:** Both Broker and Seller hereby expressly disclaim any knowledge of and do not warrant or represent the conformance of the Property to any Local, State, or Federal building codes, zoning, and/or use ordinances, or whether improvements were constructed with proper permits. Broker has no knowledge of and makes no warranty or representation regarding Buyer's ability to occupy or use the Property for Buyer's intended purpose. Buyer is advised to investigate the Property with applicable local, State and Federal governmental agencies, hydrologists, geologists, meteorologists, surveyors, architects, contractors, property inspectors and other expert consultants as Buyer deems necessary to verify the condition of the Property, its conformance with all applicable laws and regulations, the existence or non-existence of any required permits, zoning, other restrictions or conditions regarding allowable uses on the Property and whether or not the Property is suitable for Buyer's intended use.

Buyer acknowledges that various materials utilized in the use of the Property or the construction of improvements on the Property may contain materials that are or may in the future be determined to be hazardous and require special treatment, handling and/or removal from the Property. For example, some electrical transformers and other electrical components can contain polychlorinated biphenyls ("PCBs"), and asbestos has in the past been used in a wide variety of building components such as fire-proofing, heating and cooling equipment, air duct insulation, acoustical tiles, spray-on acoustical materials, linoleum, floor tiles, plaster and underground tanks. The Property and improvements thereon may or may not contain such PCBs, asbestos or other materials such as metals, minerals, chemicals, hydrocarbons, biological or radioactive materials and other substances which are, or in the future may be determined to be, hazardous materials, toxic wastes or undesirable substances. Such items also may be in above- and below-ground containers on the Property or may not be accessible or noticeable. If the Property has been used for agricultural purposes, various chemicals used for the control of weeds and insects may have been used on the Property. **Broker has no expertise or ability with respect to the detection or identification of such substances, hazardous materials or toxic wastes and hereby expressly disclaims any and all knowledge regarding such detection, identification or existence of same.** Buyer is hereby advised to obtain independent professional inspections and assessments of the Property to determine whether or not there are any current hazardous materials, substances, or toxic waste materials or residues present. Except as may be specifically set forth in writing in the Purchase Agreement or subsequent addenda, **Broker has no knowledge of and has not made any representations, either expressed or implied, regarding the existence or non-existence of toxic waste, hazardous materials, storage tanks of any kind, fuel tanks, radon, lead paint, asbestos, hazardous waste, methane, fuels, mold, fungus, electromagnetic fields, disposal sites, contaminants, undesirable substances, or conditions of any kind on, under, or otherwise affecting the Property.**

**D.) Property Size and Boundaries:** All Maps provided by Seller or Broker are for general location purposes only. They are not to scale and may not accurately depict the Property. Broker has no accurate knowledge of and has made no warranty or representation regarding the location or existence, if any, of the Property's lot corners, or the size, acreage or dimensions, boundaries, contours of the Property, or potential drainage and flooding of the Property. Broker has only represented the general location of the Property,

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PAGE 1 OF 4

which has been obtained from public records. Buyer is strongly advised to contact a licensed surveyor or engineer to determine the exact boundaries of the Property and to seek independent counsel as to the effect of any easements or other encroachments which may or may not benefit or burden the Property. Features such as fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true boundaries of the Property. The Property boundaries may be accurately verified only by survey. **Broker hereby expressly disclaims any knowledge of the Property's boundaries, size, or acreage. Broker shall not be liable or responsible for any subsequent change, modification, adjustment, or reduction in the size, acreage, boundary, or configuration of the Property either before or after close of escrow.**

**E.) Water Issues:** Buyer is hereby notified that any rights the Property or current owner may have to receive Local, State, or Federal surface water, together with any rights to pump heretofore unmanaged or unregulated ground water may be subject to major changes subsequent to close of escrow. Such changes could affect the amount of water available, the eligibility of Buyer or the Property to obtain such water, or the cost at which it may be able to obtain such water, if any. **Broker has made no representation or warranty and expressly disclaims any knowledge as to the existence or non-existence of any water rights or the class or priority thereof, if any, nor of the future performance of any water district or supplier including any annual or other assessments associated therewith, the quality, potability, or quantity of any water source on, beneath, in any way associated with or otherwise available to the Property, and Buyer hereby acknowledges that they have not relied, and shall not rely on any statement or oral expression made by Broker regarding any such water issues. The Buyer is advised to independently investigate every matter regarding water and water law as it affects the Property during any applicable contingency or due diligence period.**

**Critically Overdrafted Water Basins:** The Sustainable Groundwater Management Act ("SGMA") directs the California Department of Water Resources (DWR) to identify groundwater basins and sub-basins in conditions of critical overdraft. In the future, basins designated as high or medium priority and critically overdrafted or other high and medium priority basins shall be managed under a groundwater sustainability plan or coordinated groundwater sustainability plans within time lines established by the State of California. A list of applicable basin areas and properties subject to management and regulation may be confirmed by contacting the California Department of Water Resources. Such regulation may, in some cases, prohibit the access of, removal or pumping of water. Broker has made and makes no representation or warranty as to the inclusion or non-inclusion of the Property in any specific groundwater basin or the future availability or quantity of water available for pumping, irrigation or other use on the Property. Potential buyers are strongly encouraged to investigate and confirm such issues with all applicable governmental agencies.

**F.) Required Modifications and Improvements:** The Property may not conform to and extensive modifications or improvements to the Property may be required in order to conform with the requirements of the Americans with Disabilities Act ("ADA"). State and local laws also may mandate physical property modifications or improvements. Broker has not provided information or advised as to what, if any, modifications or improvements may or may not be required. Buyer is hereby advised to consult qualified design professionals of their choice for information regarding these matters. Buyer hereby acknowledges that Broker has made no representation, warranty, statement or oral or communication regarding the Property's ability to comply with requirements of either any governmental agency or the ADA.

**G.) Due Diligence:** Buyer shall, within any applicable due diligence or contingency period set forth in the Purchase Agreement, completely and thoroughly inspect the Property and all conditions and entitlements referenced herein. In the event the value of this transaction depends on tax, financial, legal or other factors, they should be independently evaluated by Buyer's tax, financial and legal advisors prior to close of escrow. Buyer's closing of this transaction **shall constitute Buyer's representation and warranty that Buyer has completely and thoroughly inspected the Property, has completed all water, soil, environmental, hazardous waste, and other testing and investigations as Buyer in Buyer's sole discretion deems necessary or advisable, has investigated all conditions, services, entitlements or restrictions to the Property, including any on or off the Property, and based on such inspection and testing, is satisfied with and accepts the Property in its current condition, together with all conditions, services, entitlements, and restrictions, without recourse of any kind to Seller or Broker.**

**H.) Selection Of Service Providers:** Where services are to be performed on or referencing the Property prior to close of this transaction, and where Broker has referred to Buyer or Seller, any contractor, inspector, report provider, title company, lender, professional vendor, insurance agent, or supplier of any goods or services of any kind, ("Provider"), it is hereby agreed that: **Broker has made no representation, warranty, or guarantee regarding, and expressly disclaims any knowledge of: 1) the qualifications, license status, financial solvency, reliability, or performance of the Provider; 2) the quality of the Providers' service, work, or the quality of goods, services, inspections or reports provided by Provider; 3) the existence of appropriate insurance coverage of the Provider.**

Broker hereby advises Buyer and Seller to employ, engage, or allow to be employed or engaged, only such Provider as they have verified to be qualified, licensed, insured, and, when appropriate, bonded to perform the work in question.

**I.) Additional Disclaimers: OTHER THAN AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT OR ADDENDA THERETO, BROKER HAS MADE NO REPRESENTATION OR WARRANTY REGARDING, EXPRESSLY DISCLAIMS ANY KNOWLEDGE OF, AND DOES NOT GUARANTEE ANY OF THE FOLLOWING:**

- (1) The performance, or lack of performance, of either Buyer or Seller of their respective obligations as set forth in the Purchase Agreement or other agreements, contracts or escrow.
- (2) The accuracy, completeness or ability of the Purchase Agreement or escrow instructions to meet Buyer's or Seller's intended objectives.
- (3) The market value of the Property.
- (4) The proper transfer of title to, or the condition of, any personal property included in the transaction, if any.
- (5) The soil conditions of the Property, including without limitation, surface texture, permeability, compaction, stability, subsidence, slippage, sliding, grading, fill, depth of soil to bedrock, slope, erosion characteristics, shrink-swell characteristics, nutrient and pH characteristics, drainage, quality of soil, the location of the Property in a flood zone, or the existence, if any, of landfills.
- (6) The ability of Buyer to obtain any subdivision, annexations, zoning, or other governmental entitlements or Buyers ability to use the Property for the Buyer's intended purpose.
- (7) The existence or non-existence of any bond, assessment, or other taxes, liens or encumbrances on the Property.

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- (8) Past, present, or proposed laws, ordinances, referendums, environmental, state, or federal restrictions, including, but not limited to, any wildlife or wetlands restrictions or reservations, initiatives, votes, applications, permits or zoning affecting the current use or future development of the Property.
- (9) The availability or location of public utilities and other services to the Property, including but not limited to, sewage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable television or internet service, and drainage.
- (10) The geologic/seismic conditions or natural hazards located on, under, or near the Property. Whether or not the Property is located within a Flood Hazard Area, Flood Inundation Areas, Fire Hazard Severity Zones, Wildland Areas (Section 4125 of State Public Resource Code), State Responsibility Fire Areas, Earthquake Fault Zones, Seismic Hazard Zones, Flood Way or other Hazardous Zones. Seller shall make a written disclosure to Buyer and Broker of the existence of any of the following of which the Seller has actual knowledge of any district, boundary or property condition designated by any governmental agency as one requiring either a disclosure to prospective purchaser or imposing any special condition, restriction, tax, fee, assessment, mandatory insurance or other requirement necessary to allow construction on or the full use or development of the Property.
- (11) Seller's failure to disclose any material fact or defect, whether Seller did or did not have knowledge of same.
- (12) The condition of title of the Property, including without limitation the presence or absence of easements (benefiting or burdening the Property), or the presence of any liens or other monetary encumbrances affecting the Property.
- (13) The inclusion of the Property in, or subsection of the Property to, any specific tax district, assessment area, special tax bond or tax deferral status, including, but not limited to, status within the California "Williamson Act". **In the event the Property is subject to reduced taxes because of inclusion in the "Williamson Act", Buyer acknowledges that they may not be able to secure building permits for further improvements or construction. Buyer acknowledges that any change of use or further improvement of the property may result in their incurring substantial tax penalties and/or assessments.**
- (14) The usability of the Property, or the inclusion or non-inclusion of the Property in any wetlands, wildlife, or other restrictive land-use categories.
- (15) \_\_\_\_\_

**J.) Release:** Buyer and Seller do hereby forever release, remise, relinquish, waive and discharge any and all claims, causes of action, legal proceedings, demands, actual damages, punitive damages, losses, costs, remedies, liabilities, interest, set offs, attorney's fees and expense of whatever kind and nature, in law or equity, known or unknown, that any of them has ever had, now has or hereafter can or may have, acquire or possess against Broker, (i) arising out of or in any way connected directly with the information, agreements, statements, conditions, disclaimers, disclosures, and all other matters set forth in paragraphs A through I herein, and (ii) arising out of the engagement or employment of any Provider(s), the work, inspections, reports, goods or services provided by any such Providers, including any damage such Providers may cause to the Property or the personal property of Buyer or Seller, any liabilities such Providers may incur on behalf of Buyer or Seller, or any error or omission that such Providers may make, and also including any costs or amounts such Provider may bill or charge for their work, goods, or services.

It is the intent of Buyer and Seller to acquire and grant the broadest possible release of all claims against Broker, whether known or unknown. Therefore, the undersigned hereby expressly waive the provisions and benefits of section 1542 of the California Civil Code which provides as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the Debtor/Payor."**

Buyer and Seller hereby respectively agree to assume the risk of any and all unknown, unanticipated or misunderstood defenses, claims, causes of action, contracts, liabilities, indebtedness or obligations which are hereby released in favor of Broker and both release and waive all rights and benefits that they might otherwise have had under the aforementioned Section 1542 of the California Civil Code with regard to the release of such unknown, unanticipated or misunderstood claims, causes of action, liabilities, indebtedness and obligations.

Neither Buyer nor Seller, nor any of their officers, directors, shareholders, employees or agents, shall institute or prosecute (or except to the extent required by law, in any way aid or assist in or cooperate with the institution or prosecution of) any action, suit, hearing or other proceeding of any kind, nature or character at law or in equity against Broker or any of its officers, directors, members, employees or agents in order to collect, enforce, declare, assert, establish or otherwise raise, in any defense, claim, cause of action, contract, obligation, undertaking, liability, or indebtedness which is within the scope of the release contained in this Paragraph J, or which arises out of any defense, contract, claim, cause of action, liability, indebtedness which is released hereunder. This Addendum shall constitute a complete defense to any claim, defense, cause of action, contract, liability, indebtedness or obligation released hereunder. Nothing in this Addendum shall be construed (or shall be admissible in any legal action or proceeding as) any admission of Broker or any of its partners, employees or agents that any defense, indebtedness, obligation, liability, claim or cause of action exists which is within the scope of those released within this Paragraph J. The foregoing release shall survive the Close of Escrow and the transfer of title to Buyer.

**K.) Survival Agreement and Signatures:** The, agreements, obligations, representations, releases, requirements, and covenants of Buyer and Seller herein, shall, for the benefit of Broker, survive the Close of Escrow. In the event this agreement is not executed by both Buyer and Seller, or for any other reason does not become part of the final contract between the parties, then it is hereby agreed that it shall nevertheless be a binding agreement as between Broker and any and all parties who do become signatories hereto. The undersigned have read, understand, and agree to the contents hereof.

Seller Initials JP MT Buyers Initials MT \_\_\_\_\_

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**L.) Representations and Advice:** The undersigned parties hereby acknowledge and warrant that they have read and understand the provisions hereof and further acknowledge that they have not received or relied upon any information, representation or warranties, statements or verbal representations by Broker which are not set forth in writing in the Purchase Agreement. Buyer and Seller each hereby acknowledge and agree that they have not received or relied upon any legal advice tax advice or opinions provided by Broker, including, without limitation, the legal sufficiency completeness or effect or obligations set forth of the Purchase Agreement or any subsequent addendums thereto.

By their signature hereto, Buyer and Seller hereby agree that in addition to release granted herein, any and all other claims or causes of action against Broker arising out of or as a result of the Purchase Contract or any Addendum thereof, or based on any breach of fiduciary obligations or duties of Broker, including but not limited to claims based on negligence or actual or constructive fraud, may not be commenced except within two (2) years after the cause of action shall have accrued. Buyer and Seller hereby acknowledge and agree that this provision establishes a shorter limitation period than those periods provided by California statute, and that this 2 year period shall be deemed fair, sufficient and not a violation of any principal of public policy.

"Seller"

"Buyer"

02/23/2022

Date

*Israel P Trevino*

Seller

Israel Trevino

*Mercedes Trevino*

Seller

Mercedes Trevino

Date

AuthentiSIGN

*Marissa Trejo*

Buyer

2/23/2022 10:09:12 AM PST

Buyer

"Broker"

London Properties, Ltd, a California  
Corporation (BRE#00463722)

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Seller Initials

*ITP MMT*

Buyers Initials

*MT*

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