

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

140A



FORM APPROVED COUNTY COUNSEL 2/1/16
BY: GREGORY P. PRIAMOS DATE

FROM: Don Kent, Treasurer-Tax Collector

SUBMITTAL DATE:

FEB 0 1 2016

SUBJECT: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 160. Last assessed to: Luz Maria Larios, a married woman as her sole and separate property. District 3 [\$33,177]. Fund 65595 Excess Proceeds from Tax Sale.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the claim from Suzanne R. O'Hara for payment of excess proceeds resulting from the Tax Collector's public auction sale associated with parcel 569390015-6;

(continued on page two)

BACKGROUND:

Summary

In accordance with Section 3691 et seq. of the California Revenue and Taxation Code, and with prior approval of the Board of Supervisors, The Tax Collector conducted the August 20, 2013 public auction sale. The deed conveying title to the purchasers at the auction was recorded October 2, 2013. Further, as required by Section 4676 of the California Revenue and Taxation Code, notice of the right to claim excess proceeds was given on October 30, 2013 to parties of interest as defined in Section 4675 of said code. Parties of interest have been determined by an examination of lot book reports as well as Assessor's and Recorder's records, and various research methods were used to obtain current mailing addresses for these parties of interest.

(continued on page two)



Don Kent
Treasurer-Tax Collector

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 33,177	\$ 0	\$ 33,177	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Fund 65595 Excess Proceeds from Tax Sale				Budget Adjustment: N/A	
				For Fiscal Year: 15/16	

C.E.O. RECOMMENDATION:

APPROVE

BY: 

Samuel Wong

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 3

Agenda Number:

9-20

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Recommendation for Distribution of Excess Proceeds for Tax Sale No. 197, Item 160. Last assessed to: Luz Maria Larios, a married woman as her sole and separate property. District 3 [\$33,177]. Fund 65595 Excess Proceeds from Tax Sale.

DATE: FEB 01 2016

PAGE: Page 2 of 2

RECOMMENDED MOTION:

2. Deny the claim from Global Discoveries, Ltd., assignee for Luz Maria Larios, last assessee;
3. Authorize and direct the Auditor-Controller to issue a warrant to Suzanne R. O'Hara in the amount of \$33,177.83, no sooner than ninety days from the date of this order, unless an appeal has been filed in Superior Court, pursuant to the California Revenue and Taxation Code Section 4675.

BACKGROUND:

Summary (continued)

The Treasurer-Tax Collector has received two claims for excess proceeds:

1. Claim from Suzanne R. O'Hara based on a Short Form Deed of Trust and Assignment of Rents- Due on Sale recorded April 27, 2006 as Instrument No. 2006-0303821.
2. Claim from Global Discoveries, Ltd., assignee for Luz Maria Larios based on an Assignment of Right to Collect Excess Proceeds dated September 26, 2014 and a Grant Deed recorded April 27, 2006 as Instrument No. 2006-0303819.

Pursuant to Section 4675 of the California Revenue and Taxation Code, it is the recommendation of this office that Suzanne R. O'Hara be awarded excess proceeds in the amount of \$33,177.83. Since the amount claimed by Suzanne R. O'Hara exceeds the amount of excess proceeds available, there are no funds available for consideration for the claim from Global Discoveries, Ltd., assignee for Luz Maria Larios. Supporting documentation has been provided. The Tax Collector requests approval of the above recommended motion. Notice of this recommendation was sent to the claimants by certified mail.

Impact on Citizens and Businesses

Excess proceeds are being released to a lien holder of the property.

ATTACHMENTS (if needed, in this order):

Copies of the Excess Proceeds Claim forms and supporting documentation are attached.

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX-DEFAULTED PROPERTY
(SEE REVERSE SIDE FOR FURTHER INSTRUCTIONS)

To: Don Kent, Treasurer-Tax Collector

Re: Claim for Excess Proceeds

TC 197 Item 160 Assessment No.: 569390015-6

Assessee: LARIOS, LUZ MARIA

Situs: 44213 RIDGE RD HEMET 92544

Date Sold: August 20, 2013

Date Deed to Purchaser Recorded: October 2, 2013

Final Date to Submit Claim: October 2, 2014

RECEIVED
2014 SEP 25 PM 12: 21
RIVERSIDE COUNTY
TREAS-TAX COLLECTOR*

I/We, pursuant to Revenue and Taxation Code Section 4675, hereby claim excess proceeds in the amount of \$ 78,068.70 from the sale of the above mentioned real property. I/We were the lienholder(s), property owner(s) [check in one box] at the time of the sale of the property as is evidenced by Riverside County Recorder's Document No. 2006-0303821 recorded on 8/5/1996. A copy of this document is attached here to. I/We are the rightful claimants by virtue of the attached assignment of interest. I/We have listed below and attached hereto each item of documentation supporting the claim submitted.

NOTE: YOUR CLAIM WILL NOT BE CONSIDERED UNLESS THE DOCUMENTATION IS ATTACHED.

Original amount of sale = \$ 101,250.00. Stopped receiving
payments in 2008/09. Amount still owed at
time payments stopped was \$ 78,068.70 -
Amount of principle paid was \$ 23,181.30.

If the property is held in Joint Tenancy, the taxsale process has severed this Joint Tenancy, and all Joint Tenants will have to sign the claim unless the claimant submits proof that he or she is entitled to the full amount of the claim, the claimant may only receive his or her respective portion of the claim.

I/We affirm under penalty of perjury that the foregoing is true and correct.

Executed this 17 day of July, 2014 at Riverside, CA
County, State

Suzanne P. O'Hara
Signature of Claimant

Suzanne P. O'Hara
Print Name

13772 University St
Street Address

Westminster CA 92683
City, State, Zip

(714) 893-2721
Phone Number

I am fully aware the possible funds are well below the 78,068.70 but that was what was owed at time payments stopped so I just put that number.

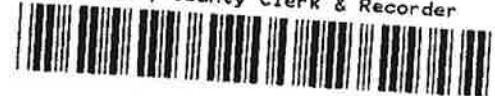
RECORDING REQUESTED BY:
First American Title Company

ORDER NO.: 0625-2218892
ESCROW NO.: 25041772-LJ

AND WHEN RECORDED MAIL TO:
Suzanne R. O'Hara
James E. Wilson, III
13772 University Street
Westminster, CA 92683

DOC # 2006-0303821
04/27/2006 08:00A Fee:25.00
Page 1 of 4

Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



A.P.N. 569-390-015-6

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
✓	2		4		1				
									9
A	R	L			COPY	LONG	REFUND	NCHG	EXAM

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS - DUE ON SALE

This DEED OF TRUST, made March 14, 2006, between Luz Maria Larios, a married woman as her sole and separate property herein called Trustor, whose address is 28805 Mountain Ave, Romoland, Ca 92585 and New Century Title Company, herein called TRUSTEE, and Suzanne R. O'Hara a widow and to an undivided 80% interest and James E. Wilson, III, an unmarried man as to an undivided 20% interest as tenants in common herein called BENEFICIARY,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Riverside, State of California, described as:

Parcel 21 of Parcel Map No. 21310 as per map recorded in Book 157 of Parcel Maps, pages 12 through 20 inclusive records of said County

and commonly known as: ~44213 Ridgewood Road, Hemet, CA 92544

DUE ON SALE: In the event Trustor(s) or their successor(s) sell, convey, alienate or transfer, in any manner, voluntarily or involuntarily, in whole or in part, the property described in the Deed of Trust, the whole amount of the then unpaid principal sum and interest thereon shall become immediately due and payable, at the option of the beneficiary.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: (1) Performance of each agreement of Trustor incorporated by reference or contained herein. (2) Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the **PRINCIPAL SUM OF \$ 101,250.00** executed by Trustor in favor of beneficiary or order. (3) Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it so secured.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3788	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4788	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			

Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties are printed on the reverse side hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by laws.

The Trustor, requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

Dated: March 14, 2006

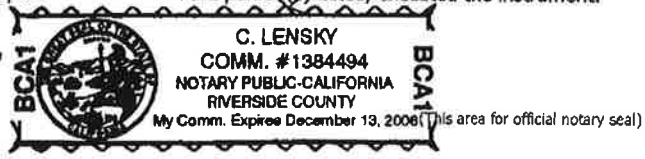
Luz Maria Larios
Luz Maria Larios

STATE OF California
COUNTY OF Riverside
ON March 22, 2006 BEFORE me

C. Lensky notary public
(here insert name and title of the officer)

personally appeared Luz Maria Larios
~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature *C. Lensky*



DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious Deed of Trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as set forth at length therein.

To protect the Security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do, without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such monies received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving onto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

REQUEST FOR FULL RECONVEYANCE
To be used only when note has been paid.

A reconveyance will be issued upon presentation to **New Century Title Company** of this request properly signed and accompanied by the reconveyance fee, the Deed of Trust, the original Note or Notes secured by said Deed of Trust, and any receipt or document evidencing any other indebtedness secured thereby.

TO: New Century Title Company, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now hold by you under the same.

Dated: _____

MAIL RECONVEYANCE TO:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee at New Century Title Company, 11975 El Camino Real, Suite 101, San Diego, California 92130, for cancellation before reconveyance will be made.

Property P. file

Property and Ownership Information

Ridge wood DR.

Owner: Ohara Suzanne R

80%

Site Address: 44213 Ridge Rd

Owner: Wilson James E

20%

Hemet, Ca 92544

Vesting:

Mailing Address: 13772 University St
Westminster, CA 92683

Property Characteristics

Year Built:

Total Rooms:

Sq Feet:

Use Descrip: Vacant Land (NEC)

Bedrooms:

Zoning:

Bathrooms:

Full: Partial:

Number of Units:

Parking:

Pool:

Lot Sq Ft: 858,567 Acreage: 19.71

View:

Lot Size: 15.00 to 19.99 acres

Cooling:

Heating: *44213 Ridge wood Rd*

Water:

Construction: *HEMET, CA 92544*

Roof Cover:

Exterior:

Fireplace:

Property Statistics

Parcel Number: 569-390-015

Census Tract: 444.02

Map Code: 685-H2

Legal Descr: 19.71 ACRES NET IN PAR 21 PM
157/012 PM 21310

Tax Information

Tax Rate Area: 71109

Land Value: \$73,093

Improve Value:

Total Value: \$73,093

Exemption:

Tax Amount: \$757

Improve %:

Requested by

**BOB SCHILLING
PARK PLACE**

by

JILL/DONNA/SEAN

**First American Title Company
43385 Business Park Dr. 3200
Temecula, CA 92590**

Sale and Loan Data

Recorded Date: 8/5/1996

Doc#: 293069

Sold Price:

\$/SqFt:

Doc Type: Grant Deed

1st TD Amt:

Loan Type:

Last Doc NOS:

FIRST AMERICAN TITLE

June 07, 2004 09:58:50 am PST
RIVERSIDE COUNTY 2003-04 TAX ROLL

Report Origination ID: 03-RO3-3468

Customer Service Request

APN 569-390-015-6
TRA 071-109 - COUNTY OF RIVERSIDE
Legal 19.71 ACRES NET IN PAR 21 PM 157/012 PM 21310
Situs 44213 RIDGE RD
Mall 13772 UNIVERSITY ST WESTMINSTER CA 92683
Acq. Date : Doc No. 09/1995 : 0301558
Assessed Owners OHARA SUZANNE R
WILSON JAMES E

PAYMENTS AS OF 05/28/2004

*Tax Record Shows
Ridge Rd but it
is actually
Ridge wood on the maps*

Assessed	Values	Taxes	1st Half	2nd Half
Land	74,554	Status	** PAID **	** PAID **
		Payment Date	10/21/2003	10/21/2003
		Total Tax		785.20
		Tax Install	392.60	392.60
		Penalty	39.26	59.26
		Balance Due	.00	.00
Net	74,554	Total Taxes Due		.00

Additional Property Information					
TAX CODE	USE CODE	VESTING	PUI CODE	ACREAGE	TAX RATE
000	YR	FI	Y04	19.00	1.05321 %

Reference Notices

• BILL: 000253178

End Of Report

NO COR FILED 301558

RECEIVED FOR RECORD
AT 8:00 O'CLOCK

SEP 13 1995

Recorder & Clerk of
Riverside County, California

Recorder
Page 4

RECORDING REQUESTED BY:
STEWART TITLE

When Recorded Mail To:
Suzanne R. O'Hara
13772 University Street
Westminster, CA 92683

Escrow No. 123B4
Title Order No. 122183-14

IRA 071109
569-390-015-6
569-400-015-4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Le
SE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) Tax Parcel No.
DOCUMENTARY TRANSFER TAX IS \$ 0 CITY TAX \$ 0.00

(X) computed on full value of property conveyed, or
I) computed on full value less value of liens or encumbrances remaining at time of sale,
OR transfer is exempt from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
JAMES E. WILSON, III, AN UNMARRIED MAN
hereby GRANTS to
SUZANNE R. O'HARA, A WIDOW, AS TO 80% INTEREST; AND JAMES E. WILSON, III, AN UNMARRIED MAN, AS
TO 20% INTEREST.
the following described real property in the unincorporated area of the
County of Riverside State of California
PARCELS 21 AND 3B OF PARCEL MAP 21310, AS SHOWN BY MAP ON FILE IN BOOK 157, PAGES 12 THROUGH
20, INCLUSIVE, RECORDS OF SAID COUNTY.

DATED: September 5, 1995

STATE OF CALIFORNIA
COUNTY OF Riverside

ON September 6, 1995
Laura E. Thomas

before me,
personally appeared

[Signature]
JAMES E. WILSON, III

James E. Wilson, III

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
I have subscribed to the within instrument and acknowledged
to me that ~~he/she/they~~ executed the same in ~~his/her/their~~
authorized capacity(ies), and that by ~~his/her/their~~ signature(s)
on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Signature *[Signature]*

(This space for official notary seal)

MAIL TAX STATEMENTS TO: JAMES E. WILSON, III, P. O. BOX 5068, LAGUNA BEACH, CA 92656

RECORDING REQUESTED BY:

Gateway Title Company

ORDER NO.:

ESCROW NO.: 25041772-LJ

AND WHEN RECORDED MAIL TO:

Luz Maria Larios

1641 Eaton Ave

Hemet, CA 92543

A.P.N. 569-390-015-6

(SPACE ABOVE THIS LINE IS FOR RECORDER'S USE)

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) that documentary transfer tax is \$148.50

computed on full value of property conveyed, or

computed on full value less liens or encumbrances remaining at time of sale

City of Hemet

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Suzanne R O'Hara, a widow as to an undivided 80% interest, and James E. Wilson III, an unmarried man

hereby GRANT(S) to Luz Maria Larios, a married woman as her sole and separate property

the following described real property in the City of Hemet, County of Riverside, State of California:

Parcel 21 of Parcel Map No. 21310 as per map recorded in Book 157 of Parcel Maps, pages 12 through 20 inclusive records of said County

"This deed is being executed in counterpart, an recorded as one document."

DATED: September 16, 2004

New Century Title Company



Please sign and acknowledge this instrument before a notary public.

Your name MUST be signed EXACTLY as it is typewritten on this document.

Thank You.

Notary to complete

Name: _____

Address: _____

Phone: _____

Suzanne R O'Hara

James E. Wilson, III

(This area for official notary seal)

INTS AS DIRECTED ABOVE



New Century Title Company
 27290 MADISON AVENUE, SUITE 300
 EMECULA, CA 92590

Phone: (951) 296-6050 Fax: (951) 296-6055

File Number: 25041772-LJ

Property Address: 44213 Ridgewood Road Hemet, CA 92541

Officer: Linda Jones

Open Date: 09/15/2004

Closing Date: 04/27/2006

Seller - Suzanne R O'Hara
 Seller - James E. Wilson III

SELLER CLOSING STATEMENT

SAVE FOR INCOME TAX PURPOSES

9.9%
Out 700,000
80%
50,000

DESCRIPTION	CHARGES	CREDITS
Contract Sales Price		135,000.00
Contract Sales Price		
Prorations		
County Taxes 04/27/2006 to 07/01/2006		144.00
Amounts Paid Buyer/Reductions Due Seller		
1st trust deed to Sellers	101,250.00	
Commissions		
Commission-Sellers Agent - Park Place Realty, GMAC	6,750.00	
Commission-Buyers Agent - Park Place Realty, GMAC	6,750.00	
Escrow Charges		
Escrow Fee - NEW CENTURY TITLE COMPANY	411.25	
Document Preparation Fee - NEW CENTURY TITLE COMPANY	200.00	
Miscellaneous Escrow Fee - New Century Title Company	90.00	
<i>Subtotal:</i>	<i>701.25</i>	
Title Charges		
Owner's Policy of Title Insurance - First American Title Company	787.00	
County Transfer Tax - First American Title Company	148.50	
<i>Subtotal:</i>	<i>935.50</i>	
Additional Settlements		
Property Disclosure - Looking Glass Information Services, LLC	114.00	
Property Tax/2nd Install. 2005-06 - Riverside County Tax Collector	406.19	
Property Tax - Riverside County Tax Collector	913.82	
Boundry Survey & Restaking - Ian Wilson Land Surveying	1,333.00	
Balance due on contract - Environ Associates	3,350.00	
Collection set up - Management Services	100.00	
Real Estate Withholding/O'Hara - Franchise Tax Board	3,599.64	
Real Estate Withholding/Wilson - Franchise Tax Board	899.91	
Sale Proceeds - Suzanne O'Hara	8,324.11	
Balance Due Escrow		283.22
Totals	135,427.22	135,427.22

SAVE FOR INCOME TAX PURPOSES

SETTLEMENT STATEMENT

Seller's
05/03/2006 01:32:08 PM

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OMB No. 2502-0265

B. Type of Loan: Sale Escrow
File Number: 25041772
Loan Number:
Mortgage Insurance Case No.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Luz Maria Larios
ADDRESS OF BORROWER: 28805 Mountain Ave Romoland, CA 92585

E. NAME OF SELLER: Suzanne R O'Hara
ADDRESS OF SELLER: 13772 University Street Westminster, CA 92683

F. NAME OF LENDER:
ADDRESS OF LENDER:

G. PROPERTY LOCATION: 44213 Ridgewood Road Hemet, CA 92544

H. SETTLEMENT AGENT: New Century Title Company
PLACE OF SETTLEMENT: 27290 Madison Avenue, Suite 300 Tamacula, CA 92590

I. SETTLEMENT DATE: 04/27/2006

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
	400	GROSS AMOUNT DUE TO SELLER	
	401	Contract Sales Price	135,000.00
	402	Personal Property	
	403	Deposit of Earnest Money by Seller	
	404		
	405		
		Adjustments for items paid by seller in advance	
	406	County Taxes 04/27/2006 to 07/01/2006	144.00
	407	County taxes	
	408	Assessments	
	409		
	410		
	411		
	412		
	413		
	414		
	415		
	420	Gross Amount Due To Seller	136,144.00
	500	REDUCTIONS IN AMOUNT DUE TO SELLER:	
	501	Excess deposit	
	502	Settlement charges (1400)	34,177.22
	503	Existing loans subject to	
	504	Payoff Principal	
	505		
	506	1st trust deed to Sellers	101,250.00
	507		
	508		
	509	Loan by Seller	
		Adjustments for items unpaid by seller	
	510	City/town taxes	
	511	County taxes	
	512	Assessments	
	513		
	514		
	515		
	516	Paid outside of Escrow	
	517		
	518		
	519	Paid Outside Escrow	
	520	Total Reduction Amount Due	136,427.22
	600	CASH AT SETTLEMENT TO/FROM SELLER	

SELLER:		
501	Excess deposit	
502	Settlement charges (1400)	34,177.22
503	Existing loans subject to	
504	Payoff Principal	
505		
506	1st trust deed to Sellers	101,250.00
507		
508		
509	Loan by Seller	
Adjustments for items unpaid by seller		
510	City/town taxes	
511	County taxes	
512	Assessments	
513		
514		
515		
516	Paid outside of Escrow	
517		
518		
519	Paid Outside Escrow	
520	Total Reduction Amount Due	135,427.22
600	CASH AT SETTLEMENT TO/FROM SELLER	
601	Gross Amount Due to Seller (420)	135,144.00
602	Reduction in Amount Seller (520)	135,427.22
603	Cash FROM Seller	283.22

* REFER TO ATTACHED DETAILED STATEMENT

Settlement Agent: _____

Date: _____

File Number 25041772

(Seller's)

L. SETTLEMENT CHARGES

		PAID FROM
700	TOTAL SALES/BROKER'S COMMISSION based on price \$135,000.00	
	Division of Commission (line 700) as follows:	SELLER'S
701	\$6,750.00 to Park Place Realty, GMAC	FUNDS AT
702	\$6,750.00 to Park Place Realty, GMAC	SETTLEMENT
703	Commission Paid at Settlement	13,500.00
800	ITEMS PAYABLE IN CONNECTION WITH LOAN	
801	Loan Origination fee	
802	Loan Discount	
803	Appraisal fee	
804	Credit report	
805	Processing Fee	
806	Underwriting Fee	
807	Flood Certification Fee	
808	Tax Service Contract	
809	Document Fee	
810	Admin. Fee	
811	Wire Fee	
900	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE	
901	Interest in Advance	
902	Mortgage Insurance Premium for	
903	Fire Insurance Premium	
904	Flood Insurance Premium for	
1000	RESERVES DEPOSITED WITH LENDER	
1001	Hazard insurance Impounds	
1002	County Property Taxes	
1003	Mortgage Insurance	
1004	City Property Taxes	
1005	Annual assessments	
1006		
1100	ESCROW/SETTLEMENT CHARGES	
1101	Escrow Fee to NEW CENTURY TITLE COMPANY	411.25
1102	Loan Tie-in Fee	
1103	Courier/Overnight Fee	
1104	Document Preparation Fee to NEW CENTURY TITLE COMPANY	200.00
1105	Wire Fee	
1106	Hold for Final Audit	
1107	Subordination Agreement Processing	
1108	TITLE AND ESCROW SETTLEMENT CHARGES	
1109	Owner's Policy of Title Insurance to First American Title Company	737.00
1110	Lender's Policy of Title Insurance to First American Title Company	
1128	Miscellaneous Escrow Fee to New Century Title Company	90.00
1200	GOVERNMENT RECORDING & TRANSFER CHARGES	
1201	Recording Subordination Agreement(s)	
1202	County Transfer Tax to First American Title Company	146.50
1203	City Transfer Tax	
1204	Recording Grant Deed(s) to First American Title Company	
1205	Recording Miscellaneous Deed(s) to First American Title Company	
1206	Recording Deed(s) of Trust to First American Title Company	

1300 ADDITIONAL SETTLEMENT CHARGES		
1301	Property Disclosure to Looking Glass Information Services, LLC	114.00
1302	Property Tax/2nd install. 2005-06 to Riverside County Tax Collector	406.19
1303	Property Tax to Riverside County Tax Collector	213.02
1304	Boundry Survey & Restaking to Ian Wilson Land Surveying	1,333.00
1305	Balance due on contract to Environ Associates	3,350.00
1306	Collection set up to Management Services	100.00
1307	Real Estate Withholding/O'Hara to Franchise Tax Board	3,599.64
1308	Real Estate Withholding/Wilson to Franchise Tax Board	899.91
1309	Sale Proceeds to Suzanne O'Hara	6,324.11
1400	TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)	34,177.22

* REFER TO ATTACHED DETAILED STATEMENT

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature Agent
 Addressee
X L. Doyle

B. Received by (Printed Name) *L. Doyle* C. Date of Delivery *8/24/15*

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

1. Article Addressed to:

**Suzanne R. O'Hara
 13772 University St.
 Westminster, CA 92683**

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7003 2260 0004 1558 7479

August 21, 2015

Suzanne R. O'Hara
 13772 University St.
 Westminster, CA 92683

Re: APN: 569390015-6
 TC 197 Item 160
 Date of Sale: August 21

EP 197-160

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-154

To Whom It May Concern:

This office is in receipt of your claim for excess proceeds from the above-mentioned tax sale. The documentation you have provided is insufficient to establish your claim.

Please submit the necessary proof to establish your right to claim the excess proceeds. The document(s) listed below may assist the Tax Collector in making the determination.

___ Notarized Affidavit for Collection of Personal Property under California Probate Code 13100

___ Notarized Statement of different/mispelled

___ Notarized Statement Giving Authorization to claim on behalf of

___ Certified Death Certificate for

___ Copy of Birth Certificates for

___ Copy of Marriage Certificate for

X **Original Note/Payment Book**

X **Updated Statement of Monies Owed (as of date of tax sale)**

___ Articles of Organization

___ Court Order Appointing Administrator

___ Deed (Quitclaim/Grant etc...)

___ Other -

Please send in all documents within 30 days (**September 21, 2015**). If you should have any questions, please contact me at the number listed below.

Sincerely,

Jennifer Pazicni
 Tax Sale Operations Unit
 (951) 955-3336
 (951) 955-3990 Fax
jpazicni@co.riverside.ca.us

1. OFFER:

- A. THIS IS AN OFFER FROM LUZ MARIA LARIOS ("Buyer").
- B. THE REAL PROPERTY TO BE ACQUIRED is described as 19.71 Nt Ac vent land. 44213 Ridgewood R Hemet, CA 92544 Parcel 21, Assessor's Parcel No(s) 369-390-015, situated in _____ County of _____, California, ("Property").
- C. THE PURCHASE PRICE offered is One hundred thirty five thousand and no/100 ***** Dollars \$ 135,000.00

2. FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2D or 2L is checked below; or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$ 1,500.00 to the agent submitting the offer (or to New Century Title Escrow by Personal Check (or _____), made payable to _____, which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance (or 10 days after acceptance), with Escrow Holder, (or into Broker's trust account).
- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance, or _____
- C. FIRST LOAN IN THE AMOUNT OF \$ 101,250.00
 NEW First Deed of Trust in favor of lender, seller;

OR ASSUMPTION of Existing First Deed of Trust; encumbering the Property, securing a note payable at maximum interest of _____ % fixed rate, or _____ % initial adjustable rate with a maximum interest rate of _____ %, balance due in _____ years, amortized over _____ years (OR, if checked, payable in interest-only installments). Payments due monthly, quarterly, semi-annually, annually. Buyer shall pay loan fees/points not to exceed _____

- D. ALL CASH OFFER (If checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or _____) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction.
- E. ADDITIONAL FINANCING TERMS: Seller funded financing to be at 8% .. \$ w/20 yr amortization with a monthly pymt of \$846.92. Loan will be all due and payable at end of 5 yrs from effective date and a balloon pymt of \$88,593.75

F. BALANCE OF PURCHASE PRICE: (not including costs of obtaining loans and other closing costs) in the amount of \$ 22,250.00 to be deposited with Escrow Holder within sufficient time to close escrow.

G. PURCHASE PRICE (TOTAL): \$ 135,000.00

- H. LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage 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 above.
- I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2H) shall, within 7 (or _____) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.
- J. LOAN CONTINGENCY REMOVAL: (i) Within 17 (or _____) Days After Acceptance Buyer shall, as specified in paragraph 18, remove the loan contingency or cancel this Agreement; OR (ii) if checked, loan contingency shall remain in effect until the designated loans are funded.
- K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon the Property appraising at no less than the specified purchase price. Buyer shall, as specified in paragraph 18, remove the appraisal contingency or cancel this Agreement when the loan contingency is removed (OR, if checked, within 17 (or _____) Days After Acceptance).
- L. NO LOAN CONTINGENCY (If checked): Obtaining any loan in paragraphs 2C, 2E or elsewhere in this Agreement is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

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VLPA REVISED 10/02 (PAGE 1 OF 9) Print Date BDC May 03

Buyer's Initials (LM)
Seller's Initials (____)(____)

Reviewed by _____ Date _____



Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or _____) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

N. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 18, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 18B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. 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.

3. POSSESSION AND KEYS: Possession and occupancy shall be delivered to Buyer at 5 AM/PM, on the date of Close Of Escrow; on _____; or no later than _____ Days After Close Of Escrow. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks.

4. ALLOCATION OF COSTS (If checked): Unless otherwise specified here, this paragraph only determines who is to pay for the report, inspection, test or service mentioned. If not specified here or elsewhere in this Agreement, the determination of who is to pay for any work recommended or identified by any such report, inspection, test or service is by the method specified in paragraph 18.

A. INSPECTIONS AND REPORTS:

- (1) Buyer Seller shall pay to have existing septic or private sewage disposal system, if any, inspected N/A there is no existing septic or sewer system on property
- (2) Buyer Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal Seller to provide existing percolation test already on file w/County of Riverside
- (3) Buyer Seller shall pay to have existing wells, if any, tested for water potability and productivity N/A There is no existing well on property
- (4) Buyer Seller shall pay to have Property corners identified Seller has already had survey done and corners marked
- (5) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by Looking Glass Information Services
- (6) Buyer Seller shall pay for the following inspection or report _____
- (7) Buyer Seller shall pay for the following inspection or report _____

B. ESCROW AND TITLE:

- (1) Buyer Seller shall pay escrow fee Buyer and seller to pay their own escrow fees. Escrow Holder shall be New Century Title Escrow
- (2) Buyer Seller shall pay for owner's title insurance policy specified in paragraph 14 _____
Owner's title policy to be issued by First American Title
(Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or transfer fee _____
- (2) Buyer Seller shall pay City transfer tax or transfer fee not applicable - not in city
- (3) Buyer Seller shall pay HOA transfer fees Not applicable - There is no homeowners ass'n
- (4) Buyer Seller shall pay HOA document preparation fees not applicable
- (5) Buyer Seller shall pay for _____
- (6) Buyer Seller shall pay for _____

5. STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:

A. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 18, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (ii) 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.

B. DATA BASE DISCLOSURE: NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

Buyer's Initials (S.A.) _____

Seller's Initials _____

Reviewed by _____ Date _____



- (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 or 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.
- B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 18, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C. **TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 18, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' 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.
- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 18, 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.
7. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:**
- A. **SELLER HAS: 7 (or _____) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.
- B. If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has **3 (or _____) Days** After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; and (vi) the following if Seller has actual knowledge: (a) any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and (b) possible lack of compliance with HOA requirements (collectively, "CI Disclosures"). Seller shall itemize and deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement, as specified in paragraph 18.
8. **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 of which Buyer is otherwise unaware, Seller shall promptly provide 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 disclosed in reports ordered and paid for by Buyer.**
9. **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 18: (i) rent or lease any 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.
- B. At least **7 (or _____) Days** prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.
10. **CONDITIONS AFFECTING PROPERTY:**
- A. Unless otherwise agreed: (i) the Property is sold (a) in its **PRESENT physical condition as of the date of Acceptance** and (b) **subject to Buyer Investigation rights**; and (ii) the Property is to be maintained in substantially the same condition as on the date of Acceptance.
- B. (If checked) All debris and personal property not included in the sale shall be removed by Close Of Escrow.
- C. **SELLER SHALL, within the time specified in paragraph 18, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.**
- D. **NOTE TO BUYER: You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
- E. **NOTE TO SELLER: Buyer has the right to inspect the Property and, as specified in paragraph 18, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that you make Repairs or take other action.**

Buyer's Initials () ()
 Seller's Initials () ()

Reviewed by _____ Date _____



(4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE:

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property is a contingency of this Agreement, as specified in this paragraph and paragraph 18. Within the time specified in paragraph 18, Buyer shall have the right, at Buyer's expense, unless otherwise agreed, to conduct inspections, investigations, tests, surveys, and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified below. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector, or government employee, unless required by Law.
- B. Buyer shall complete Buyer Investigations and, as specified in paragraph 18, remove the contingency or cancel this Agreement. Buyer shall give Seller, at no cost, complete Copies of all Buyer Investigation reports obtained by Buyer. Seller shall make Property available for all Buyer Investigations. If the following have already been connected and available, Seller shall have water, gas, electricity, and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

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 THIS PARAGRAPH 12, UNLESS OTHERWISE AGREED IN WRITING.

- C. **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.)
- D. **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.)
- E. **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.
- F. **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.
- G. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- H. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- I. **PROPERTY DAMAGE:** Major damage to the Property or 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.
- J. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area 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 Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- K. **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.
- L. **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.
- M. **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 a landlord to terminate a tenancy.
- N. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

Buyer's Initials _____
Seller's Initials _____

Reviewed by _____ Date _____



14. TITLE AND VESTING:

- A.** Within the time specified in paragraph 18, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18.
- 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: **(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.
- C.** Within the time specified in paragraph 18, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D.** At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E.** 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 pay any increase in cost.

15. SALE OF BUYER'S PROPERTY:

- A.** This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.**

16. MANUFACTURED HOME PURCHASE (If checked): The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement, **(OR, if checked, this contingency shall remain in effect until the Close Of Escrow of the Property).**

17. CONSTRUCTION LOAN FINANCING (If checked): The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement **(or, if Checked, this contingency shall remain in effect until Close Of Escrow of the Property).**

18. 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 must be in writing (C.A.R. Form RRCR).

A. SELLER HAS: 7 (or _____) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 2N, 4, 5A, 6, 7A, 10C and 14.

B. (1) BUYER HAS: 17 (or _____) Days After Acceptance, unless otherwise agreed, in writing, to complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property).

(2) Within the time specified in 18B(1), Buyer may 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.

(3) By the end of the time specified in 18B(1) (or 2J for loan contingency; 2K for appraisal contingency; 16 for manufactured home purchase; and 17 for constructive home financing), Buyer shall remove, in writing, the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 18A, then Buyer has **5 (or _____) Days** after receipt of any such items, or the time specified in 18B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: **(i)** government-mandated inspections or reports required as a condition of closing; **(ii)** Common Interest Disclosures pursuant to paragraph 7B; **(iii)** a subsequent or amended disclosure pursuant to paragraph 8; and **(iv)** Proposed Changes pursuant to paragraph 9.

C. CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel: Buyer Contingencies: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow in time may be a breach of this Agreement.

(2) Continuation of Contingency: Even after the expiration of the time specified in 18B(1), Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 18C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 18C(1).

(3) Seller right to Cancel: Buyer Contract Obligations: Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: **(i)** if Buyer fails to deposit funds as required by 2A or 2B; **(ii)** if the funds deposited pursuant to 2A or 2B are not good when deposited; **(iii)** if Buyer fails to provide a letter as required by 2H; **(iv)** if Buyer fails to provide verification as required by 2D or 2I or supporting documentation pursuant to 2M; or **(v)** if Seller reasonably disapproves of the verification provided by 2D or 2I or the credit report or supporting documentation pursuant to 2M. **Seller is not required to give Buyer a Notice to Perform regarding Close Of Escrow.**

(4) Notice To Buyer To Perform: The Notice to Buyer to Perform (C.A.R. Form NBP) shall **(i)** be in writing; **(ii)** be signed by Seller; and **(iii)** give Buyer at least **24 (or _____) hours** (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than **2 Days** Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an 18C(3) obligation.

Buyer's Initials (S. J. ...)
 Seller's Initials _____

Reviewed by _____ Date _____



escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award.**

19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 10A; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement.
20. **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) Broker(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) Broker(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, if any, located on or potentially affecting the Property.
21. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

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Buyer's Initials <i>LSA</i>	Seller's Initials <i>/</i>
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22. **DISPUTE RESOLUTION:**

- A. **MEDIATION:** Buyer and Seller 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. Paragraphs 22B(2) and (3) below apply whether or not the Arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or 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. **ARBITRATION OF DISPUTES:** (1) Buyer and Seller 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, including and subject to paragraphs 22B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) 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; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. 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, shall not constitute a waiver of the mediation and arbitration provisions.
- (3) **BROKERS:** Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, consistent with 22A and B, provided either or both Brokers shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

"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."

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Buyer's Initials <i>LSA</i>	Seller's Initials <i>/</i>
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→ Buyer's Initials *LSA*
Seller's Initials _____

Reviewed by _____ Date _____



assessments that are now a lien but not yet due. The Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

- 24. **WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS and AB).
- 25. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 26. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 27. **ATTORNEY FEES:** 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 22A.
- 28. **SELECTION OF SERVICE PROVIDERS:** If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own choosing.
- 29. **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. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 30. **OTHER TERMS AND CONDITIONS,** including attached supplements: _____

Purchase Agreement Addendum (C.A.R. Form PAA paragraph numbers: _____)

It is understood that one of the sellers is a California licensed Real Estate agent.

Buyer understands that an environmental restraint exists on the property and that sellers are in process of having an archeologist inspect and remove by inspection to verify there are no indian artifacts etc.

31. DEFINITIONS: As used in this Agreement:

- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and that acceptance is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement" means the terms and conditions of this accepted Vacant Land Purchase Agreement and any accepted counter offers and addenda.
- C. "C.A.R. Form" means the specific form referenced, or another comparable form agreed to by the parties.
- D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded. If the scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days, unless otherwise required by Law.
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "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 one to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. "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.
- K. "Notice to Buyer to Perform" means a document (C.A.R. Form NBP), which shall be in writing and signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in paragraph 18C(4)) to remove a contingency or perform as applicable.
- L. "Repairs" means any repairs, alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- N. Singular and Plural terms each include the other, when appropriate.

Buyer's Initials () ()
Seller's Initials () ()

Reviewed by _____ Date _____



Other Sellers with competing properties of interest to this Buyer.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent PARK PLACE REALTY GMAC (Print Firm Name)
is the agent of (check one): the Seller exclusively; or both the Buyer and Seller.
Selling Agent PARK PLACE REALTY, GMAC (Print Firm Name)
(if not same as Listing Agent) is the agent of (check one): the Buyer exclusively; the Seller exclusively;
or both the Buyer and Seller.

Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

33. 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: 1, 2, 4, 14, 15B, 16, 17, 18E, 23, 24, 29, 30, 31, 33, 35, 38A, 39 and paragraph D of the section titled Real Estate Brokers on page 9. If a Copy of the separate compensation agreement(s) provided for in paragraph 35 or 38A, or paragraph D of the section titled Real Estate Brokers on page 9 is deposited with Escrow Holder by Broker, 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 the 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. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. 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 will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). 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.

C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraphs 35, 38A and paragraph D of the section titled Real Estate Brokers on page 9. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 35 and 38A, respectively, 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. Escrow Holder shall immediately notify Brokers (i) if Buyer's initial or any additional deposit 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.

D. 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 2 business days after mutual execution of the amendment.

34. SCOPE OF BROKER DUTY: Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Broker(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) 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.

35. BROKER COMPENSATION FROM BUYER: If applicable, upon Close Of Escrow, Buyer agrees to pay compensation to Broker as specified in a separate written agreement between Buyer and Broker.

36. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by all parties. 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. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above 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.

Buyer's Initials (S.M.S.) () ()
Seller's Initials () ()

Reviewed by _____ Date _____



by _____
Name Printed Luz Maria Larios
Title Buyer
Address 1641 Eaton Ave, Hemet, CA

by _____
Name Printed _____
Title _____
Address _____

38. BROKER COMPENSATION FROM SELLER:

- A. Upon Close Of Escrow, Seller agrees to pay compensation to Broker as specified in a separate written agreement between Seller and Broker.
B. If escrow does not close, compensation is payable as specified in that separate written agreement.

39. 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, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.

(If checked) **SUBJECT TO ATTACHED COUNTER OFFER, DATED** _____

Date _____
SELLER _____

Date _____
SELLER _____

By _____
Name Printed SUZANNE R. O'HARA
Title co-owner 30%

By _____
Name Printed JAMES E. WILSON III
Title Co-owner 20%

Address 13772 University St., Westminster

Address P.O. Box 5068 Laguna Beach, CA

(_____/_____) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ AM/PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 32.
C. If specified in paragraph 2A, Agent who submitted offer for Buyer acknowledges receipt of deposit.
D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) The amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the Property is offered for sale or a reciprocal MLS or PDS, or (if checked) (ii) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker.

Real Estate Broker (Selling Firm) PARK PLACE REALTY, GMAC

By _____ Date _____
Address 25190 Hancock Ave., Ste A City Murrieta State CA Zip 92562
Telephone (951) 677-5611 Fax (951) 698-8190 E-mail _____

Real Estate Broker (Listing Firm) PARK PLACE REALTY, GMAC

By _____ Date _____
Address 25190 Hancock Ave., Ste A City Murrieta State CA Zip 92562
Telephone (951) 677-5611 Fax (951) 698-8190 E-mail _____

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 33 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Published by the California Association of REALTORS®

Reviewed by _____ Date _____



Weinstock Accountancy Corporation

4040 PALOS VERDES DR. NORTH, STE. 109
ROLLING HILLS ESTATES, CA 90274

310-541-7000
(FAX) 310-541-5587

Patricia A. Weinstock, CPA

September 2, 2015

Ms. Sue O'Hara
13772 University Street
Westminster, CA 92683

Dear Sue:

I have researched the sale of the Ridgewood Road, Hemet property in 2006 to Luz Maria Larios. You had an 80% interest in the property and James E Wilson had a 20% interest. I enclose a copy of the closing escrow. The payments were reported thru Management Services in 2006 and 2007 and no further payments were received. I enclose copies of the 1099's received from Management Services for these two years. I have also enclosed a copy of your 2006 income tax return which reports the sale of the property on Schedule D and the interest income which is reported on Schedule B. I have not included the 2007 tax return but will prepare a copy if required.

If this property was recently sold at auction you should have received 80% of the proceeds.

Please keep me updated on this matter.

Best regards,



Patricia A Weinstock, CPA

September 3, 2015

Dear Ms Faziene,

I had no documentation on the property other than what was previously sent and info from my tax return.

The management company went out of business and Jim Wilson is deceased.

I asked my accountant to compile what she could to show proof of my right to claim.

Sincerely,

Suzanne O'Hara

7-11-15

Fax: 951 955-3990

For: Jennifer Pazziani - TSO
EP 197-160 Riverside County
APN-569390015-4 Treasurer

Still due and owed to Suzanne
O'Hara, myself, at the time of
the tax sale, August 20, 2013:
80% of \$78,000 owed or
\$62,400. (Principal)

Sincerely,
Suzanne O'Hara



Mrs Suzanne R O'Hara
13772 University St
Westminster, CA 92683-2768

714 893-2721

1/20/2009

Page 1

Loan Amortization Schedule
 Loan Amortized at 8%
 12/27/2007 Through 10/27/2008

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
Opening Balance as of 12/27/2007					78,223.85
12/27/2007	20	677.54	156.05	521.49	78,067.80
1/27/2008	21	677.54	157.09	520.45	77,910.71
2/27/2008	22	677.54	158.14	519.40	77,752.57
3/27/2008	23	677.54	159.19	518.35	77,593.38
4/27/2008	24	677.54	160.25	517.29	77,433.13
5/27/2008	25	677.54	161.32	516.22	77,271.81
6/27/2008	26	677.54	162.39	515.15	77,109.42
7/27/2008	27	677.54	163.48	514.06	76,945.94
8/27/2008	28	677.54	164.57	512.97	76,781.37
9/27/2008	29	677.54	165.66	511.88	76,615.71
10/27/2008	30	677.54	166.77	510.77	76,448.94
GRAND TOTAL		7,452.94	1,774.91	5,678.03	76,448.94

The last
 payment
 made.

CORRECTED (if checked)

PAYER'S name, street address, city, state, ZIP code, and telephone no. MANAGEMENT SERVICES P. O. BOX 357 LAKE ELDORADO CA 92531 951 674-3280		Payer's RTN (optional) 1 Interest income \$ 5,678.03 2 Early withdrawal penalty \$	OMB No. 1545-0112 2008 Form 1099-INT Interest Income
PAYER'S federal identification number RECIPIENT'S identification number RECIPIENT'S name Suzanne O'Hara Street address (including apt. no.) 13772 University Street City, state, and ZIP code Westchester CA 92683 Account number (see instructions) 1610	3 Interest on U.S. Savings Bonds and Treas. obligations \$ 4 Federal income tax withheld \$ 5 Investment expenses \$ 6 Foreign tax paid \$ 7 Foreign country or U.S. possession 8 Tax-exempt interest \$ 9 Specified private-activity bond interest \$	Copy B For Recipient This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	

Form 1099-INT (keep for your records) Department of the Treasury - Internal Revenue Service

Accrued Interest for Deed of Trust on 569390015-6

Original Loan Amount **\$101,250.00**
% Rate 8 per annum = **\$8,100.00** per year
Interest per day = **\$22.26**

Amount owing as of	10/27/2008			\$76,448.94	
Interest from	10/27/2008	to	10/27/2009	\$8,100.00	\$84,548.94
Interest from	10/27/2009	to	10/27/2010	\$8,100.00	\$92,648.94
Interest from	10/27/2010	to	10/27/2011	\$8,100.00	\$100,748.94
Interest from	10/27/2011	to	10/27/2012	\$8,100.00	\$108,848.94
Interest from	10/27/2012	to	08/20/2013 (328 Days)	\$7,301.28	\$116,150.22
			Total		\$116,150.22

CLAIM SUMMARY

Date: September 30, 2014
To: Riverside County Treasurer and Tax Collector
Assessors Parcel Number: 569390015-6
Last Assessee: LARIOS LUZ MARIA
Sale Date: 8/15/2013
TC: TC 197
Item Number: 160
Deadline: 10/2/2014

Dear Treasurer/Tax Collector:

1. Claimant(s): Global Discoveries, Ltd.

The following proof of claim(s) for excess proceeds and documents are attached:

1. Interspousal Transfer Deed granting 100% interest in the above referenced property to Luz Maria Larios, as Document Number: 2006-0303820, Recorded in Riverside County on 04/27/2006.
2. Supporting Documentation to reference Luz Maria Larios previously reporting to the 44213 Ridgewood Rd., Hemet, CA 92544; which is one and the same address as the above referenced property.
3. Declaration of One and the Same Person
4. Assignment of Rights To Collect Excess Proceeds signed by Luz Maria Larios
5. Claim form(s) signed by Global Discoveries
6. Photo ID for Assignor: Luz Maria Larios

Upon approval, claimant(s) request that the Treasurer and Tax Collector issue its warrant(s) as follows:

- One warrant in the amount of \$33,177.83 or 100% of the claimant's share of the excess proceeds made payable to Global Discoveries Ltd. and mailed to P.O. Box 1748, Modesto, CA 95353-1748.

Please address questions regarding the attached claim(s) to Jed Byerly, Managing Member, at (209) 593-3913, or e-mail to jed@gd-ltd.com.

The Client(s) and the staff of Global Discoveries, Ltd., thank you in advance for your timely review and approval of the attached claim(s).

Certified Tracking Number: 7014 0510 0001 4046 2250

ASSIGNMENT OF RIGHT TO COLLECT EXCESS PROCEEDS

To expedite processing of this claim, we would strongly suggest you use this form. For this form to be valid it must be completed in its entirety and documentation establishing the assignor as a "party of interest" must be provided at the time this document is filed with the Treasurer-Tax Collector. PLEASE SEE REVERSE SIDE OF THIS DOCUMENT FOR FURTHER INSTRUCTIONS.

As a party of interest (defined in Section 4675 of the California Revenue and Taxation Code), I, the undersigned, do hereby assign to Global Discoveries Ltd. my right to apply for and collect the excess proceeds which you are holding and to which I am entitled from the sale of assessment number 569390015-6, Tax Sale Number TC 197, Item 160 sold at public auction on 8/15/2013. I understand that the total of excess proceeds available for refund is \$ 33,177.83+/-, and that I AM GIVING UP MY RIGHT TO FILE A CLAIM FOR THEM. FOR VALUABLE CONSIDERATION RECEIVED I HAVE SOLD THIS RIGHT OF COLLECTION (assignment) TO THE ASSIGNEE. I certify under penalty of perjury that I have disclosed to the assignee all facts of which I am aware relating to the value of this right I am assigning.

[Signature] 9-26-14
(Signature of Party of Interest/Assignor) (Date)

Luz Maria Larios
(Name Printed)

Tax ID/SS# _____

651 Green Road
(Address)

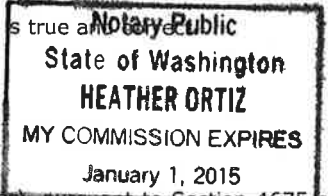
Pasco, WA 99301
(City/State/Zip)

09/26/2014
STATE OF CALIFORNIA)
COUNTY OF WASHINGTON) ss.
FRANKLIN)

(511) 314 6028
(Area Code/Telephone Number)

On September 26, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Luz Maria Larios Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

09/26/2014 WASHINGTON



WITNESS my hand and official seal.

[Signature]
(Signature of Notary)

(This area for official seal)

I, the undersigned, certify under penalty of perjury that I have disclosed to the party of interest (assignor), pursuant to Section 4675 of the California Revenue and Taxation Code, all facts of which I am aware relating to the value of the right he is assigning, that I have disclosed to him the full amount of excess proceeds available, and that I HAVE ADVISED HIM OF HIS RIGHT TO FILE A CLAIM ON HIS OWN WITHOUT ASSIGNING THAT RIGHT.

[Signature]
(Signature of Assignee)

Jed Byerly, Managing Member
(Name Printed)

Tax ID/SS# _____

Global Discoveries Ltd.
(Address)

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

P.O. Box 1748
Modesto, CA 95353-1748
(City/State/Zip)

Phone: M. Stivers me.

On 9/30/2014, before me, the undersigned, a Notary Public in and for said State, personally appeared ***Jed Byerly*** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Signature]
(Signature of Notary)

(This area for official seal)



RECORDING REQUESTED BY:
First American Title Company
ORDER NO.: 0625-2218892-26
ESCROW NO.: 25041772-LJ

DOC # 2006-0303819
04/27/2006 08:00A Fee: 13.00
Page 1 of 3 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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A	R	L			COPY	LONG	REFUND	NCHG	EXAM

A.P.N. 569-390-015-6

TRIA 006

GRANT DEED

T
KS 13

THE UNDERSIGNED GRANTOR(S) DECLARE(S) that documentary transfer tax is \$148.50
(X) computed on full value of property conveyed, or
() computed on full value less liens or encumbrances remaining at time of sale
(X) City of Hemet

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Suzanne R O'Hara, a widow as to an undivided 80% interest, and James E. Wilson III, an unmarried man

hereby GRANT(S) to Luz Maria Larios, a married woman as her sole and separate property

the following described real property in the City of Hemet, County of Riverside, State of California:

Parcel 21 of Parcel Map No. 21310 as per map recorded in Book 157 of Parcel Maps, pages 12 through 20 inclusive records of said County

"This deed is being executed in counterpart, an recorded as one document."

SIGNED IN COUNTERPART

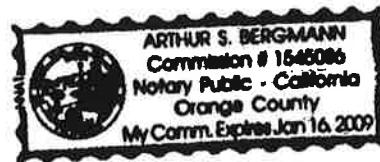
DATED: ~, September 16, 2004

STATE OF CALIFORNIA
COUNTY OF Orange
On March 21, 2006 before me
Arthur S. Bergmann, Notary Public
Personally appeared Suzanne R. O'Hara

Suzanne R O'Hara
Suzanne R O'Hara

James E. Wilson, III

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.



Signature [Signature]

(This area for official notary seal)

Grant Deed - Individual (290) 04-04

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Public Record

RECORDING REQUESTED BY:
Gateway Title Company
ORDER NO.:
ESCROW NO.: 25041772-LJ

AND WHEN RECORDED MAIL TO:
Luz Maria Larios.
28805 Mountain Ave
Romoland, CA 92585

A.P.N. 569-390-015-6

(SPACE ABOVE THIS LINE IS FOR RECORDER'S USE)

GRANT DEED X

THE UNDERSIGNED GRANTOR(S) DECLARE(S) that documentary transfer tax is
(X) computed on full value of property conveyed, or
() computed on full value less liens or encumbrances remaining at time of sale
(X) City of Hemet

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Suzanne R O'Hara, a widow as to an undivided 80% interest, and James E. Wilson III, an unmarried man

hereby GRANT(S) to Luz Maria Larios, a married woman as her sole and separate property

the following described real property in the City of Hemet, County of Riverside, State of California:

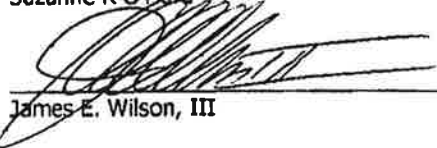
Parcel 21 of Parcel Map No. 21310 as per map recorded in Book 157 of Parcel Maps, pages 12 through 20 inclusive records of said County

"This deed is being executed in counterpart, an recorded as one document."

SIGNED IN COUNTERPART

DATED: ~September 16, 2004

STATE OF CALIFORNIA
COUNTY OF Riverside
On September 23, 2004 before me _____
Laura J. Earick
Personally appeared James E. Wilson, III

Suzanne R O'Hara

James E. Wilson, III

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature Laura J. Earick



(This area for official notary seal)

Grant Deed - Individual (290) 04-04

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Public Record



LARRY W. WARD
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Recorder
P.O. Box 751
Riverside, CA 92502-0751
(951) 486-7000
<http://riverside.asrelkrcc.com>

NOTARY CLARITY

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary: ARTHUR S. BERGMANN

Commission #: 1545086

Place of Execution: ORANGE

Date Commission Expires: JAN 16, 2009

APR 27 2006

Date: _____

Signature: *ASB*

RECORDING REQUESTED BY:
First American Title Company
ORDER NO.: 0625-2218892
ESCROW NO.: 25041772-LJ

DOC # 2006-0303820

04/27/2006 08:00A Fee: 7.00

Page 1 of 1

Recorded in Official Records
County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

AND WHEN RECORDED MAIL TO:
Mrs. Luz M. Larios
28805 Mountain Ave
Romoland, CA 92585



M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC
			1			✓			
A	R	L				COPY	LONG	REFUND	NCHG

A.P.N. 569-390-015-6

TRUADO

INTERSPOUSAL TRANSFER DEED
(Excluded from Reappraisal Under Proposition 13)

THE UNDERSIGNED GRANTOR(S) DECLARE(S)
Documentary Transfer Tax is \$ 0.00 THERE IS NO CONSIDERATION FOR THIS TRANSFER.

T
KS

This is an INTERSPOUSAL TRANSFER under Sec. 63 of the Revenue and Taxation Code. Grantee(s) has (have) checked the applicable exclusion:
 From joint tenancy to community property
 From joint tenancy to tenancy in common
 From one spouse to both spouses (see below)
 From one spouse to the other spouse (see below)
 To relinquish any community interest and to vest said property in the name of the grantee as his/her sole and separate property

GRANTOR(S):
Rigoberto Garcia, spouse of vestee herein;

hereby GRANT(S) to
Luz Maria Larios, a married man as his sole and separate property

the following described real property in the City of Hemet, County of Riverside, State of California:

Parcel 21 of Parcel Map No. 21310 as per map recorded in Book 157 of Parcel Maps, pages 12 through 20 inclusive records of said County

Dated: December 14, 2004

Rigoberto Garcia
Rigoberto Garcia

STATE OF CALIFORNIA
COUNTY OF Riverside

On April 4, 2006 before me, Rosa Alicia Hernandez, a notary public in and for said County and State, personally appeared Rigoberto Garcia

~~Personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Rosa Alicia Hernandez



1. OFFER:

- A. THIS IS AN OFFER FROM Luz Maria Larios ("Buyer").
- B. THE REAL PROPERTY TO BE ACQUIRED is described as 19.71 Nt Ac vent land, 44213 Ridgewood Rd Hemet, CA 92544 Parcel 21, Assessor's Parcel No(s) 369-390-015, situated in _____ County of _____, California, ("Property").
- C. THE PURCHASE PRICE offered is One hundred thirty five thousand and no/100 ***** Dollars \$ 135,000.00
- D. CLOSE OF ESCROW shall occur on _____ (date) (or 45 Days After Acceptance).

2. FINANCE TERMS: Obtaining the loans below is a contingency of this Agreement unless: (i) either 2D or 2L is checked below; or (ii) otherwise agreed in writing. Buyer shall act diligently and in good faith to obtain the designated loans. Obtaining deposit, down payment and closing costs is not a contingency. Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Buyer has given a deposit in the amount of \$ 1,500.00 to the agent submitting the offer (or to New Century Title Escrow by Personal Check (or _____), made payable to _____, which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance (or 10 days after acceptance), with Escrow Holder, (or into Broker's trust account).
- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of .. \$ _____ within _____ Days After Acceptance, or _____.
- C. FIRST LOAN IN THE AMOUNT OF \$ 101,250.00
 NEW First Deed of Trust in favor of lender, seller;

OR ASSUMPTION OF Existing First Deed of Trust; encumbering the Property, securing a note payable at maximum interest of _____ % fixed rate, or _____ % initial adjustable rate with a maximum interest rate of _____ %, balance due in _____ years, amortized over _____ years (OR, if checked, payable in interest-only installments). Payments due monthly, quarterly, semi-annually, annually. Buyer shall pay loan fees/points not to exceed _____.

D. ALL CASH OFFER (If checked): No loan is needed to purchase the Property. Buyer shall, within 7 (or _____) Days After Acceptance, provide Seller written verification of sufficient funds to close this transaction.

E. ADDITIONAL FINANCING TERMS: Seller funded financing to be at 8% w/20 yr amortization with a monthly pymt of \$846.92. Loan will be all due and payable at end of 5 yrs from effective date and a balloon pymt of \$88,593.75 .. \$ _____

F. BALANCE OF PURCHASE PRICE: (not including costs of obtaining loans and other closing costs) in the amount of ... \$ 23,250.00 to be deposited with Escrow Holder within sufficient time to close escrow.

G. PURCHASE PRICE (TOTAL): \$ 135,000.00

H. LOAN APPLICATIONS: Within 7 (or _____) Days After Acceptance, Buyer shall provide Seller a letter from lender or mortgage 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 above.

I. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to 2H) shall, within 7 (or _____) Days After Acceptance, provide Seller written verification of Buyer's down payment and closing costs.

J. LOAN CONTINGENCY REMOVAL: (i) Within 17 (or _____) Days After Acceptance Buyer shall, as specified in paragraph 18, remove the loan contingency or cancel this Agreement; OR (ii) (if checked), loan contingency shall remain in effect until the designated loans are funded.

K. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or, if checked, is NOT) contingent upon the Property appraising at no less than the specified purchase price. Buyer shall, as specified in paragraph 18, remove the appraisal contingency or cancel this Agreement when the loan contingency is removed (OR, if checked, within 17 (or _____) Days After Acceptance).

L. NO LOAN CONTINGENCY (If checked): Obtaining any loan in paragraphs 2C, 2E or elsewhere in this Agreement is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

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VLPA REVISED 10/02 (PAGE 1 OF 9) Print Date BDC May 03

Buyer's Initials (LM)
Seller's Initials (____)(____)

Reviewed by _____ Date _____



Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or _____) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

N. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 18, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 18B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. 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.

3. **POSSESSION AND KEYS:** Possession and occupancy shall be delivered to Buyer at 5 AM/PM, on the date of Close Of Escrow; on _____; or no later than _____ Days After Close Of Escrow. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks.

4. **ALLOCATION OF COSTS (If checked):** Unless otherwise specified here, this paragraph only determines who is to pay for the report, inspection, test or service mentioned. If not specified here or elsewhere in this Agreement, the determination of who is to pay for any work recommended or identified by any such report, inspection, test or service is by the method specified in paragraph 18.

A. INSPECTIONS AND REPORTS:

- (1) Buyer Seller shall pay to have existing septic or private sewage disposal system, if any, inspected N/A there is no existing septic or sewer system on property
- (2) Buyer Seller shall pay for costs of testing to determine the suitability of soil for sewage disposal Seller to provide existing percolation test already on file w/County of Riverside
- (3) Buyer Seller shall pay to have existing wells, if any, tested for water potability and productivity N/A There is no existing well on property
- (4) Buyer Seller shall pay to have Property corners identified Seller has already had survey done and corners marked
- (5) Buyer Seller shall pay for a natural hazard zone disclosure report prepared by Looking Glass Information Services
- (6) Buyer Seller shall pay for the following inspection or report _____
- (7) Buyer Seller shall pay for the following inspection or report _____

B. ESCROW AND TITLE:

- (1) Buyer Seller shall pay escrow fee Buyer and seller to pay their own escrow fees. Escrow Holder shall be New Century Title Escrow
- (2) Buyer Seller shall pay for **owner's** title insurance policy specified in paragraph 14. Owner's title policy to be issued by First American Title. (Buyer shall pay for any title insurance policy insuring Buyer's Lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) Buyer Seller shall pay County transfer tax or transfer fee _____
- (2) Buyer Seller shall pay City transfer tax or transfer fee not applicable- not in city
- (3) Buyer Seller shall pay HOA transfer fees Not applicable- There is no homeowners ass'n
- (4) Buyer Seller shall pay HOA document preparation fees not applicable
- (5) Buyer Seller shall pay for _____
- (6) Buyer Seller shall pay for _____

5. STATUTORY DISCLOSURES AND CANCELLATION RIGHTS:

A. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in paragraph 18, deliver to Buyer if required by Law: (i) earthquake guides (and questionnaire) and environmental hazards booklet; (ii) 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.

B. **DATA BASE DISCLOSURE:** NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

Buyer's Initials (S)(S)
 Seller's Initials _____(_____)

Reviewed by _____ Date _____



(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 or 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.

B. **RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 18, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. **TENANT ESTOPPEL CERTIFICATES:** (If checked) Within the time specified in paragraph 18, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' 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.

D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 18, 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.

7. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT DISCLOSURES:**

A. **SELLER HAS:** 7 (or _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or located in a planned unit development or other common interest subdivision.

B. If the Property is a condominium, or located in a planned unit development or other common interest subdivision, Seller has 3 (or _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; (v) the names and contact information of all HOAs governing the Property; and (vi) the following if Seller has actual knowledge: (a) any material defects in the condition of common area (such as pools, tennis courts, walkways or other areas co-owned in undivided interest with other); and (b) possible lack of compliance with HOA requirements (collectively, "CI Disclosures"). Seller shall itemize and deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement, as specified in paragraph 18.

8. **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 of which Buyer is otherwise unaware, Seller shall promptly provide 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 disclosed in reports ordered and paid for by Buyer.**

9. **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 18: (i) rent or lease any 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.

B. At least 7 (or _____) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.

10. **CONDITIONS AFFECTING PROPERTY:**

A. Unless otherwise agreed: (i) the Property is sold (a) in its **PRESENT physical condition as of the date of Acceptance** and (b) **subject to Buyer Investigation rights**; and (ii) the Property is to be maintained in substantially the same condition as on the date of Acceptance.

B. (If checked) All debris and personal property not included in the sale shall be removed by Close Of Escrow.

C. **SELLER SHALL, within the time specified in paragraph 18, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS AFFECTING THE PROPERTY AND MAKE OTHER DISCLOSURES REQUIRED BY LAW.**

D. **NOTE TO BUYER:** You are strongly advised to conduct investigations of the entire Property in order to determine its present condition since Seller may not be aware of all defects affecting the Property or other factors that you consider important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

E. **NOTE TO SELLER:** Buyer has the right to inspect the Property and, as specified in paragraph 18, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that you make Repairs or take other action.

Buyer's Initials () ()

Seller's Initials () ()

Reviewed by _____ Date _____



(4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE:

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property is a contingency of this Agreement, as specified in this paragraph and paragraph 18. Within the time specified in paragraph 18, Buyer shall have the right, at Buyer's expense, unless otherwise agreed, to conduct inspections, investigations, tests, surveys, and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified below. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector, or government employee, unless required by Law.
- B. Buyer shall complete Buyer Investigations and, as specified in paragraph 18, remove the contingency or cancel this Agreement. Buyer shall give Seller, at no cost, complete Copies of all Buyer Investigation reports obtained by Buyer. Seller shall make Property available for all Buyer Investigations. If the following have already been connected and available, Seller shall have water, gas, electricity, and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
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 THIS PARAGRAPH 12, UNLESS OTHERWISE AGREED IN WRITING.
- C. **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.)
- D. **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.)
- E. **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.
- F. **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.
- G. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- H. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- I. **PROPERTY DAMAGE:** Major damage to the Property or 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.
- J. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area 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 Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- K. **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.
- L. **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.
- M. **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 a landlord to terminate a tenancy.
- N. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

Buyer's Initials _____
Seller's Initials _____

Reviewed by _____ Date _____



14. TITLE AND VESTING:

- A. Within the time specified in paragraph 18, Buyer shall be provided a current preliminary (title) report, which is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 18.
- 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: (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.
- C. Within the time specified in paragraph 18, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. 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 pay any increase in cost.

15. SALE OF BUYER'S PROPERTY:

- A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
- OR B. (If checked) The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.
- 16. **MANUFACTURED HOME PURCHASE** (If checked): The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement, (OR, if checked, this contingency shall remain in effect until the Close Of Escrow of the Property).
- 17. **CONSTRUCTION LOAN FINANCING** (If checked): The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will will not be used to finance the Property. Within the time specified in paragraph 18, Buyer shall remove this contingency or cancel this Agreement (or, if Checked, this contingency shall remain in effect until Close Of Escrow of the Property).
- 18. **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 must be in writing (C.A.R. Form RRCR).

A. **SELLER HAS: 7** (or _____) Days After Acceptance to deliver to Buyer all reports, disclosures and information for which Seller is responsible under paragraphs 2N, 4, 5A, 6, 7A, 10C and 14.

B. (1) **BUYER HAS: 17** (or _____) Days After Acceptance, unless otherwise agreed, in writing, to complete all Buyer Investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property (including lead-based paint and lead-based paint hazards as well as other information specified in paragraph 5 and insurability of Buyer and the Property).

(2) Within the time specified in 18B(1), Buyer may 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.

(3) By the end of the time specified in 18B(1) (or 2J for loan contingency; 2K for appraisal contingency; 16 for manufactured home purchase; and 17 for constructive home financing), Buyer shall remove, in writing, the applicable contingency (C.A.R. Form RRCR) or cancel this Agreement. However, if the following inspections, reports or disclosures are not made within the time specified in 18A, then Buyer has 5 (or _____) Days after receipt of any such items, or the time specified in 18B(1), whichever is later, to remove the applicable contingency or cancel this Agreement in writing: (i) government-mandated inspections or reports required as a condition of closing; (ii) Common Interest Disclosures pursuant to paragraph 7B; (iii) a subsequent or amended disclosure pursuant to paragraph 8; and (iv) Proposed Changes pursuant to paragraph 9.

C. **CONTINUATION OF CONTINGENCY OR CONTRACTUAL OBLIGATION; SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel: Buyer Contingencies:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit if, by the time specified in this Agreement, Buyer does not remove in writing the applicable contingency or cancel this Agreement. Once all contingencies have been removed, failure of either Buyer or Seller to close escrow in time may be a breach of this Agreement.

(2) **Continuation of Contingency:** Even after the expiration of the time specified in 18B(1), Buyer retains the right to make requests to Seller, remove in writing the applicable contingency or cancel this Agreement until Seller cancels pursuant to 18C(1). Once Seller receives Buyer's written removal of all contingencies, Seller may not cancel this Agreement pursuant to 18C(1).

(3) **Seller right to Cancel: Buyer Contract Obligations:** Seller, after first giving Buyer a Notice to Buyer to Perform (as specified below), may cancel this Agreement in writing and authorize return of Buyer's deposit for any of the following reasons: (i) if Buyer fails to deposit funds as required by 2A or 2B; (ii) if the funds deposited pursuant to 2A or 2B are not good when deposited; (iii) if Buyer fails to provide a letter as required by 2H; (iv) if Buyer fails to provide verification as required by 2D or 2I or supporting documentation pursuant to 2M; or (v) if Seller reasonably disapproves of the verification provided by 2D or 2I or the credit report or supporting documentation pursuant to 2M. **Seller is not required to give Buyer a Notice to Perform regarding Close Of Escrow.**

(4) **Notice To Buyer To Perform:** The Notice to Buyer to Perform (C.A.R. Form NBP) shall (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 24 (or _____) hours (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform may not be given any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an 18C(3) obligation.

Buyer's Initials (_____) (_____) *[Signature]*

Seller's Initials (_____) (_____) *[Signature]*

Reviewed by _____ Date _____



escrow and release deposits, less fees and costs, to the party entitled to the funds. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award.**

19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 10A; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement.

20. 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) Broker(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) Broker(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, if any, located on or potentially affecting the Property.

21. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award.

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Buyer's Initials <u>LSA</u>	Seller's Initials _____
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22. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller 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. Paragraphs 22B(2) and (3) below apply whether or not the Arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or 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. ARBITRATION OF DISPUTES: (1) Buyer and Seller 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, including and subject to paragraphs 22B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional Law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) 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; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. 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, shall not constitute a waiver of the mediation and arbitration provisions.

(3) **BROKERS:** Buyer and Seller agree to mediate and arbitrate disputes or claims involving either or both Brokers, consistent with 22A and B, provided either or both Brokers shall have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the Agreement.

"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."

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Buyer's Initials <u>LSA</u>	Seller's Initials _____
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Buyer's Initials <u>LSA</u> (____)
Seller's Initials (____)(____)

Reviewed by _____ Date _____



assessments that are now a lien but not yet due. The Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (I) for periods after Close Of Escrow, by Buyer; and (II) for periods prior to Close Of Escrow, by Seller. TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

- 24. **WITHHOLDING TAXES:** Seller and Buyer agree to execute any instrument, affidavit, statement or instruction reasonably necessary to comply with federal (FIRPTA) and California withholding Law, if required (C.A.R. Forms AS and AB).
- 25. **MULTIPLE LISTING SERVICE/PROPERTY DATA SYSTEM:** If Broker is a participant of a Multiple Listing Service ("MLS") or Property Data System ("PDS"), Broker is authorized to report to the MLS or PDS a pending sale and, upon Close Of Escrow, the terms of this transaction to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS or PDS.
- 26. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 27. **ATTORNEY FEES:** 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 22A.
- 28. **SELECTION OF SERVICE PROVIDERS:** If Brokers refer Buyer or Seller to persons, vendors, or service or product providers ("Providers"), Brokers do not guarantee the performance of any Providers. Buyer and Seller may select ANY Providers of their own choosing.
- 29. **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. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 30. **OTHER TERMS AND CONDITIONS,** including attached supplements:

Purchase Agreement Addendum (C.A.R. Form PAA paragraph numbers: _____)

It is understood that one of the sellers is a California licensed Real Estate agent.

Buyer understands that an environmental restraint exists on the property and that sellers are in process of having an archeologist inspect and remove by inspection to verify there are no indian artifacts etc.

31. **DEFINITIONS:** As used in this Agreement:

- A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a party and that acceptance is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. **"Agreement"** means the terms and conditions of this accepted Vacant Land Purchase Agreement and any accepted counter offers and addenda.
- C. **"C.A.R. Form"** means the specific form referenced, or another comparable form agreed to by the parties.
- D. **"Close Of Escrow"** means the date the grant deed, or other evidence of transfer of title, is recorded. If the scheduled close of escrow falls on a Saturday, Sunday or legal holiday, then close of escrow shall be the next business day after the scheduled close of escrow date.
- E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
- F. **"Days"** means calendar days, unless otherwise required by Law.
- G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
- H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. **"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 one to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
- J. **"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.
- K. **"Notice to Buyer to Perform"** means a document (C.A.R. Form NBP), which shall be in writing and signed by Seller and shall give Buyer at least 24 hours (or as otherwise specified in paragraph 18C(4)) to remove a contingency or perform as applicable.
- L. **"Repairs"** means any repairs, alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- N. **Singular and Plural** terms each include the other, when appropriate.

Buyer's Initials (AS) (_____)
 Seller's Initials (_____) (_____)

Reviewed by _____ Date _____



offer sellers with competing properties of interest to this Buyer.

B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
Listing Agent PARK PLACE REALTY GMAC (Print Firm Name)
is the agent of (check one): the Seller exclusively; or both the Buyer and Seller.
Selling Agent PARK PLACE REALTY, GMAC (Print Firm Name)
(if not same as Listing Agent) is the agent of (check one): the Buyer exclusively; the Seller exclusively;
or both the Buyer and Seller.

Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

33. 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: 1, 2, 4, 14, 15B, 16, 17, 18E, 23, 24, 29, 30, 31, 33, 35, 38A, 39 and paragraph D of the section titled Real Estate Brokers on page 9. If a Copy of the separate compensation agreement(s) provided for in paragraph 35 or 38A, or paragraph D of the section titled Real Estate Brokers on page 9 is deposited with Escrow Holder by Broker, 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 the 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. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. 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 will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.

B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or _____). 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.

C. Brokers are a party to the Escrow for the sole purpose of compensation pursuant to paragraphs 35, 38A and paragraph D of the section titled Real Estate Brokers on page 9. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraphs 35 and 38A, respectively, 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. Escrow Holder shall immediately notify Brokers (i) if Buyer's initial or any additional deposit 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.

D. 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 2 business days after mutual execution of the amendment.

34. SCOPE OF BROKER DUTY: Buyer and Seller acknowledge and agree that: Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) shall not be responsible for identifying defects that are not known to Broker(s); (v) shall not be responsible for inspecting public records or permits concerning the title or use of the Property; (vi) shall not be responsible for identifying location of boundary lines or other items affecting title; (vii) shall not be responsible for verifying square footage, representations of others or information contained in inspection reports, MLS or PDS, advertisements, flyers or other promotional material, unless otherwise agreed in writing; (viii) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller in the course of this representation; and (ix) 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.

35. BROKER COMPENSATION FROM BUYER: If applicable, upon Close Of Escrow, Buyer agrees to pay compensation to Broker as specified in a separate written agreement between Buyer and Broker.

36. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initialed by all parties. 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. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above 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.

Buyer's Initials (S.M.) () ()
Seller's Initials () ()

Reviewed by _____ Date _____



by _____
Name Printed LUZ MARIA LARIOS
Title Buyer
Address 1641 EATON AVE, Hemet, CA

by _____
Name Printed _____
Title _____
Address _____

38. BROKER COMPENSATION FROM SELLER:

- A. Upon Close Of Escrow, Seller agrees to pay compensation to Broker as specified in a separate written agreement between Seller and Broker.
- B. If escrow does not close, compensation is payable as specified in that separate written agreement.

39. 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, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to deliver a Signed Copy to Buyer.

(If checked) **SUBJECT TO ATTACHED COUNTER OFFER, DATED** _____

Date _____
SELLER _____
By _____
Name Printed SUZANNE R. O'HARA
Title co-owner 30%
Address 13772 University St., Westminster, CA 92683

Date _____
SELLER _____
By _____
Name Printed JAMES E. WILSON III
Title Co-owner 20%
Address P.O. Box 5068 Laguna Beach, CA 92652

(____/____/____) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent (Initials) on (date) _____ at _____ AM/PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 32.
- C. If specified in paragraph 2A, Agent who submitted offer for Buyer acknowledges receipt of deposit.
- D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (**Selling Firm**) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) The amount specified in the MLS or PDS, provided Cooperating Broker is a Participant of the MLS or PDS in which the Property is offered for sale or a reciprocal MLS or PDS, or (if checked) (ii) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker.

Real Estate Broker (Selling Firm) PARK PLACE REALTY, GMAC
By _____ Date _____
Address 25190 Hancock Ave., Ste A City Murrieta State CA Zip 92562
Telephone (951) 677-5611 Fax (951) 698-8190 E-mail _____

Real Estate Broker (Listing Firm) PARK PLACE REALTY, GMAC
By _____ Date _____
Address 25190 Hancock Ave., Ste A City Murrieta State CA Zip 92562
Telephone (951) 677-5611 Fax (951) 698-8190 E-mail _____

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 33 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____
By _____ Date _____
Address _____
Phone/Fax/E-mail _____

Escrow Holder is licensed by the California Department of Corporations, Insurance, Real Estate. License # _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published by the California Association of REALTORS®

Reviewed by _____ Date _____



DECLARATION
OF ONE AND THE SAME PERSON(S)

I, Luz Maria Larios, do hereby declare:

1. I am over the age of 18 and a resident of Pasco, WA. The facts set forth herein are true of my own personal knowledge. If called to testify as a witness in a judicial proceeding, I could, and would, testify truthfully and competently thereto.
2. I am one and the same person as Luz Maria Larios listed on the Interspousal Transfer Deed, Recorded in Riverside County on 04/27/2006 as Document Number: 2006-0303820. Please note, the Interspousal Transfer Deed references me as a married man; this is a typographical error.
3. I am one and the same person as Luz Maria Barba Larios as listed on my Washington Driver License, License Number: _____, Expiration Date: 09/08/2015.
4. Larios is my legal last name and the last name of my father. Barba is my mother's maiden name.
5. I am one and the same person as Luz Maria Barba Larios, Luz Maria Larios, Luz M. Larios and Luz Larios.
6. I assigned the excess proceeds to Global Discoveries, Ltd., for Riverside County Assessors Parcel Number 569-390-015-6.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 30th day of Sep. 2014, at Pasco, WA

x *Luz Maria Larios*
Luz Maria Larios

State of WASHINGTON
County of FRANKLIN

JURAT

Subscribed and sworn to (or affirmed) before me on this

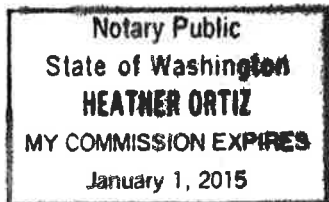
30th day of September, 2014, by
Date Month Year

Luz Maria Larios
Name of Signer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *Heather Ortiz*
Signature of Notary Public

HEATHER ORTIZ
MY COMMISSION EXPIRES 01/01/2015



(Place Notary Seal Above)

CLAIM FOR EXCESS PROCEEDS FROM THE SALE OF TAX DEFAULTED PROPERTY

To: Riverside County Treasurer and Tax Collector

Assessor's Parcel No: 569390015-6
Tax Sale Number: TC 197
Item Number: 160
Date of Sale: 8/15/2013

The undersigned claimant, Global Discoveries, Ltd., claims \$33,177.83+/- or 100% of the claimant's share of the actual amount of excess proceeds from the sale of the property referenced above.

Global Discoveries, Ltd., claims its status as a party of interest pursuant to Section 4675 of the California Revenue and Taxation Code based upon the attached documentation:

Please refer to Claim Summary and attached Documents

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 30th day of September 2014 at Modesto, California.

By: [Signature]
Jed Byerly, Managing Member
Global Discoveries Ltd. Tax ID #
P.O. Box 1748
Modesto, CA 95353-1748

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

State of California

County of Stanislaus

On 9/30/2014 before me, M. Stivers - Notary Public, personally appeared
(Date) (here insert name and title of the officer)

Jed Byerly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature] (seal)
Signature of Notary Public

