

OFFER SUBMISSION CHECKLIST

	ITEM	SOURCE	REQUIRED
<input type="checkbox"/>	Buyers must physically visit and view the property		X
<input type="checkbox"/>	Buyers & Agent must review Prelim & Disclosures	Available at ProbateLots.com	X
<input type="checkbox"/>	Proof of Funds - most recent <u>Bank Statement</u> with name of account holder and statement period	<u>Do not</u> submit online banking summaries or screenshots. Must be a statement that shows the name of the account holder and the period that the statement covers.	X
<input type="checkbox"/>	CAR Form VLPA revised 06/25	Buyer's agent to provide. <u>Deposit must be at least 100% of purchase price</u>	X
<input type="checkbox"/>	CAR Form PA-PA revised 07/24	Buyer's agent to provide	X
<input type="checkbox"/>	Buyer Contingency Removal <u>with box at Section 4 checked</u>	Buyer's agent to prepare. C.A.R. Form CR-B	X
<input type="checkbox"/>	Purchase Agreement Addendum No. 1	Form is attached	X
<input type="checkbox"/>	Court Hearing Attendance Addendum	Form is attached	X
<input type="checkbox"/>	Speculative Land Disclosure And Hold Harmless Agreement	Form is attached	X
<input type="checkbox"/>	Approval Of Preliminary Title Report And Title Insurance	Form is attached	X
<input type="checkbox"/>	Signed copy of Seller's Disclosure Document	Available at ProbateLots.com document is named "Disclosures..."	
<input type="checkbox"/>	Electronic signatures must be of the signing individual(s) and not the name of an entity.		X

Submit your Highest and Best offer up front. **We do not disclose how many offers have been received or the prices offered.** Email offer package to TrustedRA@gmail.com

PURCHASE AGREEMENT ADDENDUM NO. 1

**Addendum to: Vacant Land Purchase Agreement and Joint Escrow
Instructions (C.A.R. Form VLPA)**

Between: The signers hereto

Date: Dated on or before the date hereof

Property: Unimproved Lot, Cryer Dr. , Banning, CA 92220

Assessor's Parcel No: 545-087-002

1. Conflict Clause

In the event of any conflict between the terms of this Addendum and the Vacant Land Purchase Agreement (C.A.R. Form VLPA), the terms of this Addendum shall control.

2. Escrow Period

Close of escrow to occur 100 or sooner calendar days after Acceptance. After Seller removes all of Seller's contingencies stated in this addendum, Buyer shall have 7 calendar days to close escrow.

3. Initial Deposit

Buyer shall wire the full purchase price to the escrow holder as the initial deposit. The deposit must be received no later than the second (2nd) business day following Acceptance.

4. All Cash Purchase

Buyer shall pay the full purchase price in cash without obtaining financing. Buyer represents and warrants that sufficient funds are available and verifiable.

BUYER INITIALS _____

SELLER INITIALS _____

5. Buyer Contingencies

Buyer shall have no contingencies after Acceptance. Buyer shall concurrently execute a Contingency Removal (C.A.R. Form CR-B) confirming removal of all Buyer contingencies.

6. No Credits

Buyer shall receive no credits from Seller for any reason, except for any agreed-upon compensation to Buyer's Broker.

7. No Inspections or Reports

Seller shall not provide or pay for any reports, inspections, studies, tests, certifications, identification of property monuments, boundaries, or corners except for:

- Preliminary Title Report
- Standard CLTA Owner's Title Insurance Policy
- Natural Hazards and Tax Report

8. Closing Costs

Buyer shall pay all closing costs except the following, which Seller shall pay if agreed to in the Purchase Agreement:

- Defaulted property taxes from prior years
- Seller's prorated share of current year property taxes
- Standard CLTA Owner's Title Insurance Policy
- 50% of the base escrow fee
- County Documentary Transfer Tax
- Recording fees for Letters of Administration and Order Confirming Sale
- Natural Hazards Disclosure Report
- Real estate commissions per Listing Agreement and any agreed Buyer Broker compensation

BUYER INITIALS _____

SELLER INITIALS _____

9. Condition of Property at Closing

Property shall be delivered “as-is” in its condition at close of escrow. Seller shall not remove debris or personal property not included in the sale; such items shall become Buyer’s responsibility.

10. Seller Disclosures

Seller shall not complete a Seller Vacant Land Questionnaire. Any disclosure provided shall be deemed complete regardless of unanswered sections. Seller shall provide only:

- Exempt Seller Disclosure
- Market Conditions Advisory
- Square Footage and Lot Size Advisory
- Statewide Buyer and Seller Advisory
- Natural Hazards Disclosure Statement (unsigned by Seller)

11. Buyer Responsibility

Buyer acknowledges that Seller and Seller’s agents make no representations or warranties. Buyer accepts full responsibility for independently verifying all property-related information, including but not limited to:

- Seller disclosures and reports
- Marketing materials
- MLS data
- Broker website or any other website
- Location data and maps

12. No Assignment

Buyer may not assign this Agreement without Seller’s prior written consent, which may be withheld at Seller’s sole discretion. This applies to assignments to any person or entity, including assignments to Buyer’s own trust or any wholly owned entity of Buyer. Unauthorized assignments shall be void.

BUYER INITIALS _____

SELLER INITIALS _____

13. Seller Contingencies

The following contingencies are for Seller's sole benefit:

- Escrow holder receives Buyer's deposit within two (2) business days of Acceptance
- Seller obtains a court Order Confirming Sale of Real Property
- Seller obtains a Probate Referee Reappraisal, and sale price is at least 90% of the reappraisal value
- Seller complies with all applicable California Probate Code provisions
- Title insurer requirements are satisfied
- Seller approves all charges on the Estimated Seller's Settlement Statement
- Escrow can close without Seller depositing any Seller funds

Acknowledgment and Agreement

Buyer acknowledges that they have read and understood this Addendum, and have had the opportunity to seek independent legal counsel prior to signing.

Buyer Signature: _____ Date: _____

Buyer Printed Name: _____

Buyer Signature: _____ Date: _____

Buyer Printed Name: _____

Seller Signature: _____ Date: _____

Riverside County Public Administrator
Successor Administrator of the Estate of Frank Hernandez
By: Natasha L. Rangel, Assistant Public Administrator



Court Hearing Attendance Addendum

Addendum to: Vacant Land Purchase Agreement and Joint Escrow Instructions (C.A.R. Form VLPA)

Between: The signers hereto

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Property: Unimproved Lot, Cryer Dr. , Banning, CA 92220

Assessor's Parcel No: 545-087-002

This sale is contingent upon the Seller obtaining an **Order Confirming Sale of Real Property** from the Superior Court. **Buyer and their agent** agree to attend the court hearing at which the sale will be confirmed.

The hearing date is anticipated to be approximately 60 to 90 days after the date of Acceptance. The Buyer and Buyer's agent will receive advance notice of the hearing's **date, time, and location**. The hearing is expected to take place in the **morning** and may last up to **three (3) hours**. Attendance should be planned accordingly.

The hearing is anticipated to be held at the following location (subject to change):
4050 Main St., Riverside, CA 92501

By signing below, the Buyer(s) acknowledge and agree to attend the court confirmation hearing. Failure by either the Buyer, their agent, or both to attend the court hearing, or any action taken by the Buyer or their agent that interferes with or undermines the court's confirmation of the sale, shall constitute a **default** under this Addendum and the Purchase Agreement. In such an event, the Seller shall be entitled to pursue **damages** resulting from the Buyer's default.

Buyer and Buyer's agent acknowledge that the provisions outlined in this Addendum are integral to the Seller's decision to proceed with the sale to the Buyer. Absent these provisions, the Seller would not be willing to enter into a contract to sell the property to the Buyer.

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Agent Printed Name _____

Agent Signature _____ Date Signed _____

Seller Signature _____ Date Signed _____

Riverside County Public Administrator,
Successor Administrator of the Estate of Frank Hernandez
By: Natasha L. Rangel, Assistant Public Administrator

Addendum to Purchase Agreement

Speculative Land Disclosure and Hold Harmless Agreement

Addendum to: Vacant Land Purchase Agreement and Joint Escrow Instructions (C.A.R. Form VLPA)

Between: The signers hereto

Date: Dated on or before the date hereof

Property: Unimproved Lot, Cryer Dr. , Banning, CA 92220

Assessor's Parcel No: 545-087-002

1. As-Is Condition

The Buyer acknowledges and agrees that the subject property is being sold in its present, "AS-IS" condition, with all faults, known and unknown, visible and latent. The Buyer further understands that the property is an unimproved lot with speculative value and may be subject to development restrictions, environmental limitations, protected zoning constraints, lack of access to utilities, or other conditions that may affect its usability or future value.

2. Buyer's Due Diligence

The Buyer affirms that prior to signing their Purchase Agreement and this Addendum that they have conducted, or had the opportunity to conduct, all desired inspections, investigations, and due diligence regarding the property, including but not limited to:

- Soil and geological studies
- Title review and easement verification
- Utility availability
- Zoning and land use regulations, requirements, and fees
- Existence of protected species or plants
- Determining if property has access rights or is landlocked
- Exposure to environmental hazards - flood, fire, and earthquake zones
- Existence of toxic materials or substances on or below the property
- Encroachments by others on the property
- Parties currently occupying the property or using the property for ingress or egress
- Actual property location, boundary lines and property size
- Development feasibility with local agencies
- Independent verification of all marketing information including all information appearing in any Multiple Listing Service, website, marketing flyer, or on any property signage.

Buyer accepts full responsibility for evaluating the property's suitability for any intended use.

BUYER INITIALS _____

SELLER INITIALS _____

3. Hold Harmless and Indemnification

Buyer agrees to release, indemnify, defend, and hold harmless Seller, Seller's agents, and Broker(s) from any and all claims, liabilities, damages, losses, costs, or expenses (including attorney's fees) arising out of or related to:

- The condition of the property
- Buyer's intended use or development plans
- Any future disputes regarding the property's suitability, marketability, value, location, lot lines or boundaries, property access rights
- Any and all of the items mentioned in section 2 herein.

This clause shall survive the close of escrow and shall be binding upon Buyer and their successors, assigns, heirs, and legal representatives.

4. Limitation of Liability

Nothing in this Addendum shall be construed to waive claims arising from intentional fraud or willful misrepresentation, which are not protected under California law.

5. Acknowledgment

Buyer acknowledges that they have read and understood this Addendum, and have had the opportunity to seek independent legal counsel prior to signing.

Signatures

The Buyer affirms that they have conducted, or had the opportunity to conduct, all desired inspections, investigations, and due diligence regarding the property prior to signing below. Buyer affirms that they understand that they have no contingencies based on further investigations of any type after Acceptance.

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Seller Signature _____ Date Signed _____

Riverside County Public Administrator,
Successor Administrator of the Estate of Frank Hernandez
By: Natasha L. Rangel, Assistant Public Administrator

 **Addendum to Purchase Agreement**

Approval of Preliminary Title Report and Title Insurance

**Addendum to: Vacant Land Purchase Agreement and Joint Escrow
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Between: The signers hereto

Date: Dated on or before the date hereof

Property: Unimproved Lot, Cryer Dr. , Banning, CA 92220

Assessor’s Parcel No: 545-087-002

1. PRELIMINARY TITLE REPORT

Buyer acknowledges receipt of the Preliminary Title Report issued by:

Title Company: Stewart Title of California, Inc.

Report Date: July 25, 2025 **Report No.:** 2683073

2. PROPERTY TAXES

Seller shall be charged for the following at close of escrow.

- Defaulted property taxes from prior years
- Seller’s prorated share of current year property taxes

3. APPROVAL OF EXCEPTIONS TO COVERAGE

Except as stated at paragraph 2 above, Buyer approves and agrees to accept a title insurance policy that does not insure all other exceptions to coverage that have been disclosed in the above referenced Preliminary Title Report, including but not limited to:

- Easements
- Covenants, Conditions & Restrictions (CC&Rs)
- Liens or encumbrances
- Any other exceptions listed therein

3. APPROVAL OF VESTING AND LEGAL DESCRIPTION

Buyer approves the vesting and legal description shown in the above referenced Preliminary Title Report.

BUYER INITIALS _____

SELLER INITIALS _____

4. WAIVER OF OBJECTIONS

Buyer waives any objections to the items disclosed in the Preliminary Title Report and agrees to proceed with the transaction under the terms of the Purchase Agreement.

5. TITLE INSURANCE

Seller shall provide, at Seller's expense, a standard CLTA title insurance policy issued by the Title Company that prepared the above referenced Preliminary Title Report, insuring Buyer's ownership of the property in the amount of the purchase price. The policy shall be free of any exceptions not disclosed in the Preliminary Title Report. Buyer may elect to upgrade to an extended coverage policy at Buyer's own expense.

6. NO OTHER CHANGES

Except as modified by this Addendum, all other terms and conditions of the Purchase Agreement shall remain unchanged and in full force and effect.

Signatures

The Buyer affirms that they have reviewed, or had the opportunity to review, all matters disclosed in the above referenced Preliminary Title Report, prior to signing below. Buyer affirms that they understand that they have no contingencies for approval or disapproval of the matters disclosed in the above referenced Preliminary Title Report after Acceptance.

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Buyer Signature _____ Date Signed _____

Buyer Printed Name _____

Seller Signature _____ Date Signed _____

Riverside County Public Administrator,
Successor Administrator of the Estate of Frank Hernandez
By: Natasha L. Rangel, Assistant Public Administrator