



SELLER VACANT LAND QUESTIONNAIRE (C.A.R. Form VLQ, 11/12)

- I. Seller makes the following disclosures with regard to the real property described as Pinon Hills Road, Assessor's Parcel No. 3099-191-05-0000, situated in Pinon Hills, San Bernardino County, California.
II. The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker have not verified information provided by Seller.
III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property.
IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property.
V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No."

BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF...
1. Surveys, markers, stakes, pins or maps showing the location of the Property...
2. Any unrecorded easement, encroachment or other dispute, maintenance or use agreement affecting access to, or the boundaries of, the Property...
3. Use of the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress, or other travel or drainage...
4. Leases, rental agreements, service contracts, licenses, permits or related agreements regarding use of the Property by others...
5. Use of any neighboring property by you...
6. The absence or limitation of legal or physical access to the Property...

Explanation: \_\_\_\_\_

GEOLOGIC CONDITIONS AND ENVIRONMENTAL HAZARDS: ARE YOU (SELLER) AWARE OF...
7. Fill (compacted or otherwise), soil instability, caves, mines, caverns, or slippage on the Property...
8. Radon, methane or other gases, contaminated soil or water, hazardous waste, or waste disposal sites on the Property...
9. Fuel, oil or chemical storage tanks above or underground...
10. Past or present treatment or eradication of pests or odors...

Explanation: \_\_\_\_\_

Buyer's Initials ( ) ( )

Seller's Initials ( SAS ) ( )

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



VLQ REVISED 11/12 (PAGE 1 OF 4)

SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 1 OF 4)

Property Address: Pinon Hills Road, Pinon Hills, CA 92371

Date: April 19, 2016

**GOVERNMENTAL:**

**ARE YOU (SELLER) AWARE OF...**

- 11. Agricultural use restrictions pursuant to the Williamson Act or other law . . . . .  Yes  No
- 12. Whether the Property is in or adjacent to an area with Right to Farm rights . . . . .  Yes  No
- 13. Presence of any endangered, threatened, "candidate" species, wetlands, historic artifacts or human remains on the Property . . . . .  Yes  No
- 14. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property . . . . .  Yes  No
- 15. Conditions or laws that may affect the ability to place and/or use a manufactured home on the Property . . . . .  Yes  No
- 16. Special taxes pursuant to the Mello -Roos Community Facilities Act, Improvement Bond Act of 1915 or other law . . . . .  Yes  No
- 17. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that apply to or could affect the Property . . . . .  Yes  No
- 18. Existence or pendency of any rent control, occupancy restrictions or retrofit requirements that apply to or could affect the Property . . . . .  Yes  No
- 19. Existing or contemplated building or use moratorium that apply to or could affect the Property . . . . .  Yes  No
- 20. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property . . . . .  Yes  No
- 21. Proposed construction, reconfiguration, or closure of nearby government facilities or amenities such as schools, parks, roadways and traffic signals . . . . .  Yes  No
- 22. Existing or proposed government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting, or (iii) that flammable materials be removed . . . . .  Yes  No

Explanation: #14 Joshua Trees

**WATER-RELATED ISSUES:**

**ARE YOU (SELLER) AWARE OF...**

- 23. Standing water, flooding, pumps, underground water, or water-related soil settling or slippage on or affecting the Property . . . . .  Yes  No
- 24. Rivers, streams, flood channels, underground springs, high water table, floods or tides on or affecting the Property . . . . .  Yes  No

Explanation: \_\_\_\_\_

**UTILITIES AND SERVICES:**

**ARE YOU (SELLER) AWARE OF...**

- 25. Whether any of the following utilities or services are available ON the Property . . . . .  Yes  No  
 If yes, check which ones:  wells  sewer  septic  sanitation  leach lines  water  gas  
 electric  telephone  cable  other \_\_\_\_\_  
 If no, are you aware of the distance such utilities or services are from the Property? . . . . .  Yes  No

Explanation: \_\_\_\_\_

**LANDSCAPING, AGRICULTURE, STRUCTURES OR OTHER IMPROVEMENTS:**

**ARE YOU (SELLER) AWARE OF...**

- 26. Diseases or infestations affecting trees, plants or vegetation on or near the Property . . . . .  Yes  No
- 27. Diseases, infestation or other reason affecting the production of any agricultural trees or crops on the Property . . . . .  Yes  No
- 28. Operational sprinklers or irrigation systems on the Property . . . . .  Yes  No  
 If yes, are they  automatic or  manually operated.
- 29. Any structures or improvements (such as pad, foundations, or shelter) . . . . .  Yes  No

Explanation: \_\_\_\_\_

**NEIGHBORHOOD:**

**ARE YOU (SELLER) AWARE OF...**

- 30. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, livestock, wildlife, insects or pests, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, or wildlife . . . . .  Yes  No

Explanation: \_\_\_\_\_

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( SAS ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property Address: Pinon Hills Road, Pinon Hills, CA 92371

Date: April 19, 2016

**COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS:**

**ARE YOU (SELLER) AWARE OF...**

- 31. Any Homeowner or Property Owner Association (OA) governing the Property, or any pending or proposed dues increases, special assessments, rules changes, insurance, availability issues or threatened or pending litigation by or against the OA affecting the Property .....  Yes  No

Explanation: \_\_\_\_\_

**TITLE, OWNERSHIP AND LEGAL CLAIMS:**

**ARE YOU (SELLER) AWARE OF...**

- 32. Any other person or entity on title other than Seller(s) signing this form .....  Yes  No
- 33. Leases, options or claims affecting or relating to title or use of the Property .....  Yes  No
- 34. Any other person or entity other than Seller(s) signing this form with a legal claim to oil, mineral, gas or water rights .....  Yes  No
- 35. Past, present, pending or threatened lawsuits, mediations, arbitrations, tax liens, abatement liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, OA or neighborhood .....  Yes  No

Explanation: \_\_\_\_\_

**DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**

**ARE YOU (SELLER) AWARE OF...**

- 36. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to correct damage .....  Yes  No

Explanation: \_\_\_\_\_

**OTHER:**

**ARE YOU (SELLER) AWARE OF...**

- 37. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to the condition of the Property or easements, encroachments, boundary disputes or environmental conditions affecting the Property .....  Yes  No  
(If yes, provide any such documents in your possession to Buyer)
- 38. Department of Real Estate Public Report, or subdivision map .....  Yes  No
- 39. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) .....  Yes  No
- 40. The release of an illegal controlled substance on or beneath the Property. ....  Yes  No
- 41. Whether the Property is located in or adjacent to an "industrial use" zone .....  Yes  No  
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- 42. Whether the Property is affected by a nuisance created by an "industrial use" zone .....  Yes  No
- 43. Whether the Property is located within 1 mile of a former federal or state ordnance location .....  Yes  No  
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
- 44. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision .....  Yes  No
- 45. Insurance claims affecting the Property within the past 5 years .....  Yes  No
- 46. Matters affecting title of the Property. ....  Yes  No
- 47. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer .....  Yes  No

Explanation: \_\_\_\_\_

VI.  (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( <sup>DS</sup> SAS ) ( \_\_\_\_\_ )

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**SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 3 OF 4)**

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PINON HILLS



Property Address: Pinon Hills Road, Pinon Hills, CA 92371

Date: April 19, 2016

Seller represents that Seller has provided the answers and, if any, explanations and comments on this Form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this Form is independent from any duty of disclosure that a real estate licensee may have in this transaction, and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Date \_\_\_\_\_ DocuSigned by: 4/20/2016 | 9:24 AM PT Date \_\_\_\_\_  
SELLER STEPHEN A SERNA SELLER \_\_\_\_\_  
By \_\_\_\_\_ By \_\_\_\_\_  
Print name Stephen A. Serna Print name \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Vacant Land Questionnaire form.

Date \_\_\_\_\_ Date \_\_\_\_\_  
BUYER \_\_\_\_\_ BUYER \_\_\_\_\_  
By \_\_\_\_\_ By \_\_\_\_\_  
Print name \_\_\_\_\_ Print name \_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

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**MARKET CONDITIONS ADVISORY**  
(C.A.R. Form MCA, Revised 11/11)

**1. MARKET CONDITIONS:** Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

**2. BUYER CONSIDERATIONS:**

**A. OFFERING PRICE:** AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

**B. NON-CONTINGENT OFFERS:** Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

(1) **LOAN CONTINGENCY:** If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

(2) **APPRAISAL CONTINGENCY:** If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( SAS ) ( \_\_\_\_\_ )

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MCA REVISED 11/11 (PAGE 1 OF 2)

MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)

Property Address: Pinon Hills Road, Pinon Hills, CA 92371

Date: April 19, 2016

3. **INSPECTION CONTINGENCY:** If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

**C. BROKER RECOMMENDATIONS.** Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

**D. MULTIPLE OFFERS:** At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

**3. SELLER CONSIDERATIONS:**

As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer	_____	Date	_____
Buyer	_____	Date	_____
Seller	DocuSigned by: <b>STEPHEN A SERNA</b>	Date	4/20/2016   9:24 AM PT
Seller	Stephen A Serna	Date	_____

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MEGAN'S LAW DATA BASE DISCLOSURE
Regarding Registered Sex Offenders
(C.A.R. Form DBD, Revised 11/08)

The following terms and conditions are hereby incorporated in and made a part of the: [ ] Residential Purchase Agreement, Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [X] other Vacant Land Purchase

dated \_\_\_\_\_, on property property known as: Pinon Hills Road, Pinon Hills, CA 92371 in which \_\_\_\_\_ is referred to as Buyer/Tenant and Stephen A. Serna is referred to as Seller/Landlord.

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov.

(Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord DocuSigned by: STEPHEN A SERNA Date 4/20/2016 | 9:24 AM P Stephen A Serna #464F2...

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**ADDENDUM TO PURCHASE CONTRACT**

This is an Addendum to the Deposit Receipt attached hereto and made a part hereof, dated \_\_\_\_\_ between \_\_\_\_\_

Herein referred to as BUYER, and Stephen A. Serna

herein referred to as SELLER, concerning the sale of the real property described

as: Pinon Hills Road Pinon Hills, CA 92372

Assessor's Parcel Number(s) 3099-191-05-0000

**THIS SALE IS SUBJECT TO AND CONTINGENT UPON THE FOLLOWING:**

1. The SELLER and the SELLER's agent, make no representation as to the suitability of the real property for any particular purpose, access to property, utilities availability or drainage on the real property.
2. BUYER approval of the Preliminary Title Report includes approval of all items stated therein, all covenants, conditions and restrictions (if any), easements for ingress or egress, availability of utilities and/or the existence of drainage across or through the real property referenced above.
3. The SELLER and their agents make no representation of the exact boundaries, acreage or square footage of the real property (and/or dwelling) and encourage the BUYER to immediately obtain a survey by a licensed surveyor & appraiser. BUYER agrees and represents, within \_\_\_\_\_ days of the acceptance of the purchase offer and/or counter offer, that they shall determine by their own independent examination the exact boundaries of said property and the exact acreage.
4. BUYER represents and warrants that, within \_\_\_\_\_ days of acceptance of purchase offer and/or counter offer, they will make an independent investigation to secure confirmation from appropriate authority that said property is zoned appropriately for BUYER's intended use, and that the General Plan Designation is also compatible.
5. BUYER represents and warrants, that they will verify with local agencies concerning any flood control, soil conditions, the availability and cost of electricity, telephone, water, propane/natural gas, fire flow requirements and the suitability of the subject real property for the intended use of the property, particularly if said use is for the placing or setting of a mobile home (if applicable).
6. Approval of the Preliminary Title Report or disapproval shall occur within **5 days** from BUYER's receipt of Preliminary Title Report. However, if no written approval or disapproval shall have occurred by the fifth (5<sup>th</sup>) day, then such approval shall deemed to have occurred.
7. The real property is being sold "AS-IS"

**Buyer acknowledges that Buyer has read, understood, and received a copy of this agreement.**

DocuSigned by:  
**SELLER** STEPHEN A SERNA Stephen A. Serna  
**Dated:** EE23A60D29464F2... 4/20/2016 | 9:24 AM PT

**BUYER:** \_\_\_\_\_  
**Dated:** \_\_\_\_\_

**SELLER:** \_\_\_\_\_  
**Dated** \_\_\_\_\_

**BUYER:** \_\_\_\_\_  
**Dated** \_\_\_\_\_

**BROKER:** The McNamara Group, Inc  
**AGENT** [Signature]  
**Dated:** 4/19/16

**BROKER:** \_\_\_\_\_  
**AGENT:** \_\_\_\_\_  
**Dated:** \_\_\_\_\_



