



PROBATE AGREEMENT PURCHASE ADDENDUM

(C.A.R. Form PA-PA, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Other ("Agreement"), dated _____, on property known as 255 E Avenida Granada #412, Palm Springs, CA 92264 ("Property"), in which The Estate of Vincent Scott Calvarese is referred to as ("Seller") and _____ is referred to as ("Buyer").

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

1. TYPE OF PROBATE:

- A. The Property is part of a probate decedent's estate OR conservatorship, guardianship, receivership other _____.
- B. If property is being sold as part of a decedent's estate, **paragraph 3A** applies unless **3B** is checked.
- C. If the property is being sold through a conservatorship, guardianship, or receivership, then court confirmation is required, and the sale shall proceed under **paragraph 3B**.
- D. If the type of probate is incorrectly identified in **paragraph 1A**, Seller shall inform Buyer of the correct type of probate sale no later than the time for Seller Disclosures in the Agreement.

2. The Probate Advisory (C.A.R. form PA) is hereby incorporated.

3. COURT CONFIRMATION (Check the option below that applies):

A. Court Confirmation Undetermined at time of offer:

- (1) Seller shall Deliver written notice to Buyer, at time of Acceptance or within the time for Seller Delivery of Documents in the Time Period paragraph in the Agreement if court confirmation is or is not required
- (2) **If court confirmation is not initially required, notice of the terms of sale to beneficiaries/heirs is still necessary. If any beneficiary/heir objects, then court confirmation shall be required.** Seller shall promptly Deliver written notice to Buyer once Seller has notice of any objection by a beneficiary/heir.
- (3) If, after the offer is made, Seller notifies Buyer that court confirmation is required, or court confirmation becomes required as a result of an objection to terms of sale by a beneficiary/heir, then Buyer, within **3 Days** after Delivery of Seller's notice, may cancel the Agreement and shall be entitled to return of any deposit paid.
- (4) If court confirmation is or becomes required, and Buyer has not cancelled pursuant to **paragraph 3A(3)**, then the sale shall proceed under **paragraph 3B**. Obtaining a court confirmation hearing date within 60 (or _____) Days after Acceptance, is a contingency of the Agreement in favor of Buyer.

B. **Court Confirmation Required:** The sale is contingent upon court confirmation, which is a court hearing that allows for open, competitive bidding for the Property. The minimum overbid price shall be an amount equal to the accepted purchase price, plus five percent of that amount, plus \$500. The court shall determine any further incremental overbidding amounts. See **paragraph 4** for terms of court confirmation of the sale. Obtaining a court confirmation hearing date within 60 (or _____) Days after Acceptance, is a contingency of the Agreement in favor of Buyer.

4. **WHEN COURT CONFIRMATION IS REQUIRED:** Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least **15 (or _____) Days** prior to the court confirmation hearing date. **Broker strongly recommends that Buyer personally appear at the court confirmation hearing to protect Buyer's position in the event of overbidding.** California Probate Code may require a legal notice to be published in a local newspaper advertising the sale of the Property. If publication is required, Buyer understands that Seller is unable to accept Buyer's offer until after the expiration of the period set forth in the published notice. In such case, acceptance of this offer prior to publication is VOIDABLE. If the court approves the sale to Buyer, all deposit money held on behalf of Seller shall be applied toward the purchase price. If the sale is not confirmed to Buyer due to an overbid or other reason that is not a breach by Buyer, Buyer's deposit money, less applicable costs, shall be returned to Buyer. If the sale is confirmed by the court, an Order Confirming Sale to Buyer will be issued by the court. Buyer shall pay the balance of the purchase price, and escrow shall close, within **10 (or _____) Days** from receipt of such Order by Escrow Holder or Buyer. Seller shall not be obligated to sign escrow instructions or incur any escrow costs prior to court confirmation.

A. The purchase price offered must be at least 90 percent of the probate referee's appraised or re-appraised value of the Property, unless exempt. If the purchase price is less than 90 percent of the probate referee's appraised value, Buyer may increase the purchase price to the minimum amount required or may withdraw from this transaction and receive a refund of Buyer's deposit, less applicable costs.

IF BUYER DEFAULTS AFTER COURT CONFIRMATION, THE ORDER CONFIRMING SALE MAY BE VACATED. THIS MAY RESULT IN BUYER'S FORFEITURE OF THE FULL DEPOSIT, OR ANY AMOUNT THE COURT MAY DETERMINE TO SATISFY ANY DEFICIENCY OF SALE PRICE, COSTS, OR OTHER LOSSES BY THE SELLER.

B. Seller may remove the Property from the court calendar if Buyer has not removed all contingencies (or, only these contingencies checked below) at least **10 (or _____) Days** prior to the court confirmation hearing date. NOTE: Local probate court rules may require that all contingencies be removed before a petition for confirmation can be filed.

- Loan Contingency
- Appraisal Contingency
- Lead-Based Paint Hazard Disclosures
- Natural and Environmental Disclosures
- Condominium/Planned Unit Development Disclosures
- Buyer's Investigation of Property
- Review of Preliminary (Title) Report



5. **VESTING:** Buyer intends to take title as follows: _____.
 Seller will not petition the Court for confirmation until vesting has been designated. If vesting is not designated above, Buyer has **10 (or _____) Days** after Acceptance to designate in writing how title is to be taken. THE MANNER OF TAKING TITLE MAY HAVE SERIOUS LEGAL AND TAX CONSEQUENCES. BUYER IS ADVISED TO CONSULT WITH AN APPROPRIATE PROFESSIONAL.
6. **DISPUTE RESOLUTION:** Even if initialed in the body of the Agreement, the paragraphs for Liquidated Damages, Mediation, and Arbitration are deleted from the Agreement due to the probate court having jurisdiction over the resolution of disputes and the damages awarded. If the property is under Independent Administration of Estates Act (IAEA) and the Parties are attempting to modify the Agreement to include any of these provisions, the Parties are advised to seek the counsel of a qualified California probate attorney before adding any such provision.
7. **OTHER TERMS:** _____

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of, and agrees to the terms of this Probate Agreement Purchase Addendum.

Buyer _____ Date _____

Buyer _____ Date _____

Seller **X** _____ Date _____
The Estate of Vincent Scott Calvarese

Seller _____ Date _____

REAL ESTATE BROKERS: If court confirmation of the sale is required:

- A. COMMISSION IN EVENT OF AN OVERBID REPRESENTED BY ANOTHER BROKER:** The Buyer's Broker identified in the Agreement agrees to waive all commission rights in the event of a successful overbid in court by a different buyer represented by another Broker.
- B. COMMISSION IF OFFER CONFIRMED BY COURT:** Seller's broker and buyer's broker agree that each will be paid according to the terms of the compensation agreement that each has with their own principal, and as may be modified by the terms of the confirmed purchase agreement.
- C. THE COURT WILL DETERMINE THE COMMISSION AMOUNT:** Whether Buyer's offer is confirmed, overbid or Buyer submits a bid which is confirmed, the court approving the sale of the property will determine the compensation to be paid to Seller's Broker and Buyer's Broker. Commissions awarded vary from county to county. Commissions are payable by Seller only if the sale closes. Seller is not liable for a commission to any broker or associate licensee who is directly or indirectly a purchaser of the Property or has an interest in the purchaser.

By signing below Buyer's Broker and Seller's Broker acknowledge that each has read, understands, has received a copy of, and agrees to the terms of the Real Estate Broker section of this Probate Agreement Purchase Addendum.

Buyer's Brokerage Firm: _____
 By _____ Date _____

Seller's Brokerage Firm: *Luxury Homes by Keller Williams*
 By *Tim Sarlund* Date _____

© 2024, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY 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 made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, LLC. a subsidiary of the California Association of REALTORS®





PROBATE ADVISORY
For Probate, Conservatorship and Guardianship Properties
 (C.A.R. Form PA, Revised 12/21)

255 E Avenida Granada #412

The sale of the Property described as (address) **Palm Springs, CA 92264**, pursuant to the attached Probate Agreement Purchase Addendum (C.A.R. Form PAPA) or Probate Listing Addendum (C.A.R. Form PLA), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

1. **TDS, NHD, Mello-Roos:** Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
2. **Earthquake Guides:** Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
3. **Smoke Detectors:** The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

1. **Disclosures:** Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
2. **Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
3. **Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
4. **Lead-based Paint:** The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
5. **Carbon Monoxide Devices:** The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
6. **Megan's Law Data Base Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
7. **Notice Regarding Gas And Hazardous Liquid Transmission Pipelines:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agent does not have expertise in this area.)

Buyer's Initials _____ / _____ Seller's Initials **X** _____ / _____

© 2021, California Association of REALTORS® Inc.

PA REVISED 12/21 (PAGE 1 OF 2)



PROBATE ADVISORY (PA PAGE 1 OF 2)

8. Tax Withholding: The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. Federal: For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

9. Brokers:

A. Inspection: The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. form AVID.

B. Agency: The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

1. Local Law: Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.

2. Death: If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.

3. Stock Cooperatives: If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.

4. Court Jurisdiction and Authority:

A. Court Confirmation/Independent Authority:

The representative of a decedent's estate may receive authority to sell the Property under the Independent Administration of Estates Act (IAEA). In order to do so, the representative must first petition the Probate Court. The Petition may be made at the time the representative is approved or any other time. Notice of the Petition is given to heirs, devisees, executors and other interested persons, any of whom may object.

If IAEA authority is granted it may be full or limited. If only limited authority has been granted, the sale must be confirmed by the court. If full authority has been granted, the representative must first give a notice of the proposed sale to the devisees and heirs of the decedent and other interested parties. If no objection is received, the sale may proceed. If any noticed person objects, the sale may require court confirmation. Note: A representative with full authority has the option of proceeding to court for confirmation even if not required to do so under the Probate Code.

B. Liquidated Damages: Probate courts are not bound by independent agreements to liquidate damages and limit the applicability of a buyer's deposit if buyer defaults. Liquidated damage clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

C. Mediation: Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Mediation shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

D. Arbitration of Disputes: Probate courts have jurisdiction over the resolution of disputes arising out of the probate process. Arbitration clauses shall be excluded by the Parties' agreement (C.A.R. Form PA-PA).

Buyer _____ Date _____

Buyer _____ Date _____

Seller **X** _____ ***The Estate of Vincent Scott Calvarese*** Date _____

Seller _____ Date _____

© 2021, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY 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 made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. 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 and Distributed by:
REAL ESTATE BUSINESS SERVICES, LLC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

