



BUYER CONTINGENCY REMOVAL No. 1

(C.A.R. Form CR-B, Revised 6/24)

In accordance with the terms and conditions of the Purchase Agreement, OR  Request For Repair (C.A.R. Form RR),  Response And Reply To Request For Repair (C.A.R. Form RRRR),  Other \_\_\_\_\_

dated \_\_\_\_\_, ("Agreement"), on property known as 1875 San Pablo Dr, San Marcos, CA 92078 ("Property"), between \_\_\_\_\_ ("Buyer")

and Michelle Abrena for Jennifer Bransford-Koons, Public Guardian for Estate of Abel Valls ("Seller"). Buyer and Seller are referred to as the "Parties."

1. BUYER REMOVAL OF BUYER CONTINGENCIES: With respect to any contingency and cancellation right that Buyer removes, unless Otherwise Agreed in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations and review of reports and other applicable information and disclosures; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and, expense, if any, for Repairs, corrections, or for the inability to obtain financing. Waiver of statutory disclosures is prohibited by law.

2. Buyer removes ONLY the following individually checked Buyer contingencies: (Paragraph numbers refer to C.A.R. Form RPA. Applicable paragraph numbers may be different for different forms.)

- A.  Loan (Paragraph 3L(1) and 8A)
B.  Appraisal (Paragraph 3L(2) and 8B)
C. Investigation of Property (Paragraph 3L(3), 8C, and 12)
(1)  Entire Buyer's Investigation Contingency (Paragraph 12)
OR (2)  Only the part of the Investigation related to inspections concerning physical attributes of the Property (Paragraph 12B(1))
OR (3)  All Buyer Investigations other than the physical attributes (Paragraph 12B(2))
OR (4)  Entire Buyer's Investigation Contingency, EXCEPT:  Other: \_\_\_\_\_
D.  Insurance (paragraph 3L(4) and 8D)
E. Review of Seller Documents:
(1)  Review of All Seller Documents (Paragraph 3L(5), 8E, 9B(6), 10A, and 11)
OR (2)  Review of All Seller Documents, EXCEPT:
 Government Reports (Paragraph 10A);
 Statutory and other Disclosures (Paragraph 11);
 Other: \_\_\_\_\_
F.  Preliminary ("Title") Report (Paragraph 3L(6), 8F, and 13)
G.  Common Interest (HOA or OA) Disclosures (Paragraph 3L(7), 8G and 11L)
H.  Review of leased or liened items (Paragraph 3L(8), 8H, and 9B(6))
I. Sale of Buyer's Property (Paragraph 3L(9) and 8K)
 Entering into contract for Buyer's Property  Close of Escrow on Buyer's Property

J.  Other: \_\_\_\_\_
OR 3.  ALL Buyer contingencies are removed, EXCEPT:
 Loan Contingency (Paragraph 3L(1) and 8A);
 Appraisal Contingency (Paragraph 3L(2) and 8B);
 Insurance (Paragraph 3L(4) and 8D)
 Contingency for the Close of Buyer's Property (Paragraph 3L(9) and 8K);
 Condominium/Planned Development (HOA) Disclosures (Paragraph 3L(7), 8G and 11L);
 Other: \_\_\_\_\_

OR 4.  BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

5. Once all contingencies are removed, whether or not Buyer has satisfied themselves regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

NOTE: If this form is attached to a Request for Repairs (C.A.R. Form RR), Seller Response and Buyer Reply to Request for Repairs (C.A.R. Form RRRR), or another form or document such as an addendum (C.A.R. Form ADM) or Amendment to Existing Agreement (C.A.R. Form AEA) it is only valid if Buyer and Seller agree to the requests made on that form or document.

Buyer \_\_\_\_\_ Date \_\_\_\_\_
Buyer \_\_\_\_\_ Date \_\_\_\_\_

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