

Alessio Faccin, et al. v. Pacific Century
Homes, Inc., et al.

Homeowner Documents

**Solis, Guadalupe
1145 Fairfield Way
Heber, CA 92249**

Guadalupe Solis
1145 Fairfield Way
Heber CA 92249

HOMEOWNER DOCUMENTS VERIFICATION

Alessio Faccin, et al. v. Pacific Century Homes, Inc., et al.

Case No.: ECU09044

Please mark ONLY ONE box:

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

I have conducted a reasonably diligent search to locate and provide all documents in my possession, custody and control and have produced those that I have located.

I have conducted a reasonably diligent search to locate and provide all documents in my possession, custody and control responsive to defendant's request, and **I DO NOT have any documents in my possession.**

Executed on October 15, 2017, at **Heber**, California.
(date)

1st Owner:

Guadalupe Solis
Name

Guadalupe Solis
Signature

2nd Owner (if any):

Name

Signature

3435741

PERMIT APPLICATION

I.C. PLANNING & DEVELOPMENT SERVICES DEPT
801 Main Street, El Centro, CA 92243 (760) 482-4236

- | | | | |
|--|-------------------------------------|--|--|
| <input checked="" type="checkbox"/> BUILDING | <input type="checkbox"/> DEMOLITION | <input type="checkbox"/> NEW RESIDENTIAL | <input type="checkbox"/> REMODEL RESIDENTIAL |
| <input type="checkbox"/> ELECTRICAL | <input type="checkbox"/> GRADING | <input type="checkbox"/> NEW COMMERCIAL | <input type="checkbox"/> REMODEL COMMERCIAL |
| <input type="checkbox"/> MECHANICAL | <input type="checkbox"/> POOL | <input type="checkbox"/> NEW INDUSTRIAL | <input type="checkbox"/> REMODEL INDUSTRIAL |
| <input type="checkbox"/> PLUMBING | <input type="checkbox"/> SIGN | | |

COMPLETE ALL NUMBERED SPACES! PLEASE TYPE OR PRINT! READ INSTRUCTIONS ON THE BACK!

1.	PROPERTY OWNERS NAME <i>Guadalupe Solis</i>	EMAIL ADDRESS	
2.	MAILING ADDRESS <i>1145 FAIRFIELD WAY</i>	ZIP CODE <i>92249</i>	PHONE NUMBER
3.	PROJECT SITE ADDRESS <i>11370000000000000000</i>	LOCATION <i>El Centro CA</i>	
4.	ASSESSOR'S PARCEL NO. <i>059604024 000</i>	LEGAL DESCRIPTION	
5.	DESCRIBE INTENDED USE <i>Residencia</i>		
6.	DESCRIBE (CLEARLY) THE PROPOSED WORK <i>Pa. 7.1.0 A</i>		
7.	ARCHITECT / ENGINEER	LICENSE NO.	EMAIL ADDRESS
8.	MAILING ADDRESS	ZIP CODE	PHONE NUMBER
9.	CONTRACTORS NAME <i>Ducinos</i>	LICENSE NO.	EMAIL ADDRESS
10.	MAILING ADDRESS	ZIP CODE	PHONE NUMBER

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of self-insurance for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number:

Policy Number: _____

Carrier: _____

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and Labor Code, I shall forthwith comply with these provision.

11. Date: 3-12-14 Applicant: Guadalupe Solis

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

VALUATION <i>4,000</i>

ZONE AREA <i>R-1</i>
OCCUPANCY GROUP
CONSTRUCTION TYPE

12. SIGNATURE OF OWNER
Guadalupe Solis

13. SIGNATURE OF CONTRACTOR
[Signature]

DATA	
ELECTRICAL APPROVAL	
GAS APPROVAL	
FINALED	EXPIRED
RECEIPT NO. <i>14005697</i>	<i>1400016</i>
DATE ISSUED <i>9/14/14</i>	

APPROVALS REQUIRED			
WORKERS' COMPENSATION	PUBLIC WORKS	DATE	
SCHOOL FEES	EHS	DATE	
ARCHITECT COMMITTEE	FIRE / OES	DATE	
REJECTED	RESUBMITTED	APCD / AG	DATE
SPECIAL LAND USE PERMIT	PLANNING	DATE	

SMI	<i>0.50</i>
BUILDING PERMIT	<i>279.73</i>
PLAN CHECK	<i>171.45</i>
ELECTRICAL PERMIT	
PLUMBING PERMIT	
MECHANICAL PERMIT	
GENERAL PLAN	<i>10.00</i>
ZONE REVIEW	<i>150.00</i>
LEGAL SERVICE	
ADMINISTRATIVE	<i>1.00</i>
FIRE MITIGATION	
ADDITIONAL	
SHERIFF MITIGATION	
OTHER	

PERMIT NUMBER
560273

RECEIVED BY: *[Signature]* DATE: *9/13/14*

APPROVED BY: *[Signature]* DATE:

FEE \$ *612.00*

PERMIT

READ

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Policy Number _____ Carrier _____

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date: _____ Applicant: _____

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

SIGN

NOTICE:

This is your official PERMIT that authorizes you to perform the work described on the other side.

Please review the other side and make sure all information is correct.

Please remember that you are only permitted to perform the work authorized by this permit. If you change, add-to and/or alter the scope of work you may need to obtain additional permits.

If you have any questions please call the Department or ask your Inspector.

NOTE: It is your responsibility to request all inspections. DO NOT cover or conceal any work until it is approved by the Inspector and the field card is signed!

NOTE: Failure to follow Permit requirements, failure to have work inspected, and/or providing false information may result in your permit being revoked.

NOTE: A permit revoked due to an NSF check, or violations of conditions in the permit will result in a double fee.

I/We agree that by accepting this permit I/We agreed to comply with all laws pertaining to this construction, including the contractors license law, the building ordinance, workers compensation insurance, and any other law that governs construction.

Thank You.

SIGNATURE OF OWNER / Date

SIGNATURE OF CONTRACTOR / Date

Jim Minnick

Building Official

Inspection requests may be also made via email.
The Inspection Request Form is located on our website:
www.ipcds.com.

How to Request an Inspection:

- CALL 482-4236. After the automated system answers, PRESS 4277 on your phone, this will route your inspection request automatically.
- State the following information after the sound-of-the-tone: (Speak slow and clear).
 - permit number _____
 - address of project _____
 - date of inspection _____
 - permit name _____
 - your telephone number _____
 - type of inspection req. _____

3. Only if a specific time is absolutely necessary, take the following steps:

- Leave your request on the answering system, and leave your phone #. _____
- On the day of the inspection, call the Planning & Development Services Department between 7:30-8:30 a.m., at 482-4236, and discuss your request with the Inspector.

NOTE: If you do not state your permit number, name and the address, no inspection will be done.

NOTE: Specific time inspection can not and will not be scheduled via the recording. You must talk to the Inspector between 7:30-8:30 a.m., on the day of the inspection!

S:\FORMS_LISTS\PERMIT DOC11.DOC

Permit #: 0000056023
 STRUCTURAL PERMIT

Job Address: 1145 FAIRFIELD WAY CNTY
 Parcel No: 054-604-024-001
 Location: HEBER 1145 FAIRFIELD WAY
 App Type: REMODEL RESIDENTIAL

Status: ISSUED
 Issued: 09/04/2014
 Expires: 03/03/2015

OWNER SOLIS, GUADALUPE 08/13/2014 Phone: [REDACTED]

1145 FAIRFIELD WAY
 HEBER
 92249

License:

APPLICANT SOLIS, GUADALUPE 08/13/2014 Phone: [REDACTED]

1145 FAIRFIELD WAY
 HEBER
 92249

License:

Description:

PATIO

Valuation:

Occupancy	Type	Factor	Sq Feet	Valuation
	Totals...			\$4,000.00*

PERMIT FEES

TYPE	AMOUNT	TYPE	AMOUNT
Building Inspection Fee:	\$279.73	Plan Check Fee:	\$171.45
S.M.I.Fee:	\$0.50		
General Plan:	\$10.00	Zoning Review:	\$150.00
Legal Service Fees:	\$0.00	Violation:	\$0.00
Other Inspections:	\$0.00		

Total Permit Fees: \$611.68

MITIGATION FEES

TYPE	FIRE		TYPE	SHERIFF	
	QUANTITY	AMOUNT		QUANTITY	AMOUNT
Residential			Residential		
SFR/MH:	0	\$0.00	SFR/MH:	0	\$0.00
Apartment Units:	0	\$0.00	Apartment Units:	0	\$0.00
Addl Sq Ft:	0	\$0.00			
Comm/Ind (Sq. Ft.)			Comm/Ind (Sq Ft.):	0	\$0.00
Light Hazard:	0	\$0.00	Shade Park (Sq Ft.):	0	\$0.00
Low/Mod Hazard:	0	\$0.00			
High Hazard:	0	\$0.00	Other Sheriff Fees:		\$0.00
Shade Park (Sq Ft.)			Sheriff Admin Fee:		\$0.00
Light Hazard:	0	\$0.00	Sheriff Violation:		\$0.00
Low/Mod Hazard:	0	\$0.00			
High Hazard:	0	\$0.00			
Other Fire Mitigation:		\$0.00			
Fire Admin Fee:		\$0.00			

Total Mitigation Fees: \$0.00

Total Calculated Fees:	\$611.68
Additional Fees:	\$0.00
Total Permit Fees:	\$612.68



Sales Agreement

(Air Conditioning Improvement Home/Office Contract)
Air Conditioning Guys, Inc.

Installed by Beceril Air Solutions, Inc.
2408 Marshall Rd, Imperial, CA 92251 US
(760) 352-2244 CA License # 87373

GUADALUPE SOLIS
1145 FAIRFIELD WAY
HEBER, CA 92249

No. A783

Wed Feb 17 2016 11:36:3
ADVISOR: Daniel Lizarrag
Email: daniel@bairusa.com

PAID MAR -- PAID

QTY	DESCRIPTION	TOTAL
1	HOME DEPOT PROFESSIONAL INSTALLATION AC SYSTEM PACK & SPLIT	\$ 599.00
1	PROMO HOME DEPOT ENDS FEB 28, 2016	\$ -1,000.00
2	EXTRA ADDITIONAL LABOR COST	\$ 170.00
1	UPFLOW SPLIT SYSTEM-GAS FURNACE 5 TON, DAIKIN, 16 SEER, 13 EER, AHRI 6528261	\$ 7,686.30
1	12 MONTH LABOR FROM INSTALLATION DATE /	\$ 1.00
1	6 YEAR DAIKIN PROMISE REPLACEMENT WARRANTY ONCE SEER 16 ABOVE	\$ 0.00
1	WARRANTY COMFORT PROMISE 12 YEARS COMPRESSOR/PARTS	\$ 0.00

Total Contract Price Equipment & Materials to be Provided: \$ 7,456.30

Down Payment: \$ _____ **Balance Due after Down Payment: _____**

Home Depot m Baker charola 24x36 para secundaria, y da mpe4 de 10inches.
This contract is entered into by Air Conditioning Guys, Inc. (Seller), Beceril Air Solutions, Inc (Installing Contractor) and Buyer listed above for installation of the Air Conditioning Equipment herein described for the above stated address. Entered into at our Branch location listed above. Not the home.
Start & Completion of Work: Split shall be scheduled within 3 days of signing this Sales Agreement. **Approx Start Date:** _____ **Completion Date:** _____

SPLIT SYSTEM GAS FURNACE 5 TONS 16 SEER /13EER BRAND: DAIKIN CONDENSOR
MODEL# DX16SA0601A * SERIE# 1601370086 FURNACE MODEL# D*80HE0805D*A* SERIE# 1309751514 INDOOR
UNIT MODEL#CA *F4961 *D6 *+TXV SERIE# 161384635 AHRI CERTIFIED REFERENCE # 6528261

SCOPE OF BASIC INSTALLATION DETAILS:

BASIC INSTALLATION INCLUDES:	INSTALACION BASICA:
<p>1. PACKAGES: Basic installation includes 2 (two) feet maximum duct connection insulated, 3 feet electrical whip connection. Breaker is included, 3 feet PVC pipe for drainage connection, Roof curb or metal base stands maximum 15 inches in height, Thermostat installation, Filter NOT including Filter Register, Crane service for maximum 2 stories high, start-up and testing for proper function. Max 3 feet of electrical whip from Condensing unit to Disconnect box. Does NOT include 220v line from main panel of the home or office to system.</p> <p>2. SPLIT SYSTEMS: All the above aforementioned, maximum 3 feet of copper line-set to make appropriate connections. OTHERWISE existing copper line-set will be used. Electrical connection from air handler or gas furnace to 110v outlet of max. 5 feet. Max 3 feet of electrical whip from Condensing unit to Disconnect box. Does NOT include 220v line from main panel of the home or office.</p> <p>3. MINI-SPLITS: Maximum 13 feet of copper line-set and power connection from air handler to condensing unit. Maximum 15 feet of PVC for proper drainage, Maximum 5 feet of electrical connection from condensing unit to power supply. Breaker NOT included. Install air handler and condensing unit on the ground. Base not included for outside wall applications for condensing units.</p> <p>4. Note on Extra Work & Change Orders: In case the installation requires more than included in Basic Installation, Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Beceril Air is not responsible for hole perforations, drywall repair, sealing of roofing or weatherproofing that may be required for installation ducts or ac, or additional electrical connections beyond what is stated here. Electrical, Drywall or Roofing Contractor may be needed. Initials: _____</p>	<p>1. PAQUETES: una instalacion Basica incluye maximo dos (2) pies de ducto de entronque aislado, tres (3) pies de conexion electrica que si incluye breaker, tres (3) pies de tuberia de pvc para condensacion, patas o soportes para el equipo de maximo quince (15) pulgadas de altura, instalacion de termostato, suministro de filtro de aire para el retorno sin incluir rejilla portafiltros, maniobras y servicio de grua para una altura maxima de dos (2) pisos, pruebas y puesta en marcha. Max 3 pies de conexion del "whip electrico" a caja disconnect. No incluye linea de 220v del panel electrico de la casa principal a unidad.</p> <p>2. SISTEMAS REMOTOS: Ademas de lo anterior incluye maximo tres (3) pies de tuberia y cableado para interconexion entre manejadora y condensadora. No incluye cambio de line-set nuevo. Max 3 pies de conexion del whip electrico a caja disconnect. No incluye linea de 220v del panel electrico de la casa principal a unidad.</p> <p>3. MINI-SPLITS: Incluye maximo trece (13) pies de tuberia de interconexion y cableado para manejadora, maximo quince (15) pies de tuberia de pvc para condensacion de manejadora, cinco (5) pies de conexion electrica de la condensadora al breaker sin incluir el Breaker, cobcacion y fijacion de condensadora y manejadoras.</p> <p>4. TRABAJO EXTRA: En caso de que la instalacion requiera mas de lo especificado anteriormente, el tecnico o instalador le hara una cotizacion por separado. No incluye permiso de construccion o certificados, son responsabilidad del cliente, al menos de que este cobrado arriba. Beceril no se hace responsable de perforaciones y/o resanes en muros y techos, drywall or pintura, impermeabilizaciones o de instalaciones electricas adicionales. Tampoco de danos por condensacion. Instalacion en pipas de Agua PVC existentes llevan resgo. Es posible que la instalacion requiera de los servicios de un Electricista, Drywallero, Pintor, Plomero o Roofero. Initials: _____</p>

Consumer Notification: You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.
Finance Charge: Amounts due and unpaid 30 days after signing this sales agreement will be subject to a finance charge thereafter of 8% daily, or the maximum rate allowed by law, whichever is less.
Workers Compensation Insurance: Beceril Air Solutions, Inc. carries Workers Compensation Insurance for all its employees.
Commercial General Liability Insurance (CGL): This Contractor carries CGL insurance written by _____. You may call to check the contractor's insurance coverage.
Arbitration Clause: Customer understands and agrees to a binding Arbitration Agreement, and hereby gives up their right to trial by jury of any claim against Seller and its affiliates. 45% restocking fee applies for cancellations after 3 day Right to Cancel and only within 30 days of Installation. ALL SALES ARE FINAL. Initials: _____

Warranty / Garantia

SEER Rating	Package Units	13	14	15	Split Systems	14	15	Mini Split
Compressor		5 Yrs	10 Yrs	10 Yrs		10 Yrs	10 Yrs	3 Yrs*
Parts		5 Yrs	10 Yrs	10 Yrs		10 Yrs	10 Yrs	1 Yrs
Labor		1 Yrs	1 Yrs	1 Yrs		1 Yrs	2 Yrs	1 Yrs

All Thermostats have 90 day Warranty. *5 Years if Beceril Air performs Annual Service

Initials: _____

Date: _____

Beceril Air Solutions, Inc.

Property Owner

Daniel Lizarraga

GUADALUPE SOLIS PL000111



This combination qualifies for a Federal Energy Efficiency Tax Credit when placed in service between Feb 17, 2009 and Dec 31, 2016.

Certificate of Product Ratings

AHRI Certified Reference Number: 6528261 Date: 4/5/2016

Product: Year-Round Air-Conditioner, Remote Air-Cooled Condensing Unit

Outdoor Unit Model Number: DX16SA0601A*

Indoor Unit Model Number: CA*F4961*6D*+TXV

Furnace Model Number: D*80HE0805D*A*

Manufacturer: DAIKIN MANUFACTURING COMPANY, L.P.

Trade/Brand name: DAIKIN

Region: All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note: Central air conditioners manufactured prior to January 1, 2015, are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016, central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

Series name: DX16SA

Manufacturer responsible for the rating of this system combination is DAIKIN MANUFACTURING COMPANY, L.P.

Rated as follows in accordance with AHRI Standard 210/240-2008 for Unitary Air-Conditioning and Air-Source Heat Pump Equipment and subject to verification of rating accuracy by AHRI-sponsored, independent, third party testing:

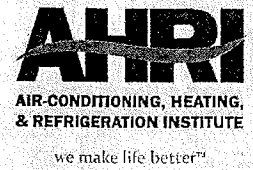
Cooling Capacity (Btuh):	53000
EER Rating (Cooling):	13.00
SEER Rating (Cooling):	16.00
IEER Rating (Cooling):	

* Ratings followed by an asterisk (*) indicate a voluntary rerate of previously published data, unless accompanied with a WAS, which indicates an involuntary rerate.

DISCLAIMER
AHRI does not endorse the product(s) listed on this Certificate and makes no representations, warranties or guarantees as to, and assumes no responsibility for, the product(s) listed on this Certificate. AHRI expressly disclaims all liability for damages of any kind arising out of the use or performance of the product(s), or the unauthorized alteration of data listed on this Certificate. Certified ratings are valid only for models and configurations listed in the directory at www.ahridirectory.org.

TERMS AND CONDITIONS
This Certificate and its contents are proprietary products of AHRI. This Certificate shall only be used for individual, personal and confidential reference purposes. The contents of this Certificate may not, in whole or in part, be reproduced; copied; disseminated; entered into a computer database; or otherwise utilized, in any form or manner or by any means, except for the user's individual, personal and confidential reference.

CERTIFICATE VERIFICATION
The information for the model cited on this certificate can be verified at www.ahridirectory.org, click on "Verify Certificate" link and enter the AHRI Certified Reference Number and the date on which the certificate was issued, which is listed above, and the Certificate No., which is listed at bottom right.



©2014 Air-Conditioning, Heating, and Refrigeration Institute

CERTIFICATE NO.: 131043507181525263

04/01/16
se
TV

CLIENT COPY'S FILE



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2016 Energy Rewards Residential Rebates

PART 1: APPLICATION AND INSTALLATION INFORMATION

Products must be purchased and installed in 2016 in order to qualify for a rebate. Rebates are not guaranteed and are available on a first-come, first-served basis. The program may be modified without prior notice. Please read the Terms and Conditions on page 3.

A. Account and Customer Information (Account Holder)

IID Contract Account Number 50616728		Residence Type (choose one): <input checked="" type="checkbox"/> House <input type="checkbox"/> Apartment <input type="checkbox"/> Mobile Home		
Name (as it appears on IID bill) WADAUPE SOLIS				
Product Installation Address 1145 FAIRFIELD WAY		City HEBER	State CA	Zip 92249
Payment Mailing Address (if different than above) (SAME)		City	State	Zip
Phone Number	E-mail Address			

B. Program Evaluation

How did you hear about this program? (Choose one)

Bill Insert IID Website Family/Friends Newspaper Radio Other: _____

Why did you install the efficiency measure for this program? (Choose one)

To lower energy consumption Remodel Rebate Dollars Other: _____

C. Payment Release Authorization - If applicable

Please complete this section only if the payee is different than the IID Account Holder. If Payee is a business, please complete a W-9 form and submit along with application. If this section is filled out, the rebate will be issued to the person/business listed below and not the customer.

Payee Name		Payee Type: <input type="checkbox"/> Landlord <input type="checkbox"/> Authorized Representative <input type="checkbox"/> Contractor		
Payee Mailing Address		City	State	Zip
Payee Phone Number	E-mail Address			

D. Customer, Payee and Contractor Agreement

By submitting this application, I (Applicant) agree to the Terms and Conditions of the Energy Rewards Program. I certify that the information I have provided is true and correct. I further certify that the item(s) and/or equipment for which I am requesting a rebate meet(s) the requirements listed on the rebate forms. I am aware of restrictions, codes, ordinances, rules and regulations of which I am in compliance and have obtained the permits necessary with my state/county/city government, property owner, and/or homeowner association. I will provide, if requested, an IID representative reasonable access to my residence to verify the installation of item(s) I have purchased before a rebate is paid. I understand that a rebate will not be paid if I refuse a verification inspection. Also, if there is a Payee listed above in Section C, I am authorizing the payment to be issued to the Payee listed. I understand that my release of payment to the Payee does not exempt me from the requirements outlined on pages two and three of this document.

Signature (IID Account Holder) <i>Wadaupe Solis</i>	Name (Print) WADAUPE SOLIS	Date 2-17-16
Signature (Payee) - If applicable	Name (Print)	Date

Contractor's signature is only required for projects where customer worked with a contractor for the installation of the product(s).
I (Contractor) certify I am a licensed contractor and have followed the applicable permitting requirements, as appropriate, for the product and/or installation work identified on this application and that the information I have provided is true and correct. I further certify that the item(s) and/or equipment for which the customer is requesting a rebate meet the program requirements and are installed and fully operational.

Signature (Contractor) <i>[Signature]</i>	Name (Print) DANIEL UZARRAGA	Date 04/01/2016
--	--	---------------------------

APPLICATION PART B: PRODUCT AND REBATE AMOUNT CONT.

I. Radiant Barrier \$0.30 per sq. ft. (Heat Rejection of 95% ≤ required) Rebate Amount

Manufacturer:	Installation Date:	\$
Total square feet:	Percentage of radiant heat rejection:	

J. Attic Insulation \$0.30 per sq. ft. (See page 4 for qualifications) Rebate Amount

Manufacturer:	Installation Date:	\$
Total square feet:	Inches (depth) of existing insulation:	
Type of existing insulation (Choose one): <input type="checkbox"/> Fiberglass Batt <input type="checkbox"/> Fiberglass Loose <input type="checkbox"/> Rockwool <input type="checkbox"/> Cellulose <input type="checkbox"/> Vermiculite <input type="checkbox"/> Perlite		

K. Ductless Mini Split System \$200 per unit (18 SEER ≤ required) Rebate Amount

Manufacturer:	Installation Date:	\$
Model #:	Serial #:	
SEER:	IMPORTANT: Unit must be AHRI certified and installed by a contractor on IID's current Participating Contractor's List available at www.iid.com/participatingcontractors .	
AHRI Cert #:		

L. Heating Ventilation and Air Conditioning (HVAC) System \$125 - \$200 per ton Rebate Amount

Tier 1 - \$125 per ton Split Unit - 15 SEER, 12.5 EER (8.5 HSPF for heat pump) Package Unit - 14 SEER, 12 EER (8 HSPF for heat pump)	IMPORTANT: Unit must be AHRI certified and installed by a contractor on IID's current Participating Contractor's List available at www.iid.com/participatingcontractors , unless self-installed.
Tier 2 - \$200 per ton Split Unit - 16 SEER, 13 EER (8.5 HSPF for heat pump)	
Manufacturer Name: DAIKIN	Installation Date: 02/26/2016
Condenser Model #: DY16SA0601A*	Condenser Serial #: 1601370086
Evaporative Coil Model #: CA*F4961*60*+TXV	Evaporative Coil Serial #: 1601384635
Total tons: 5 TONS	AHRI Cert #: 6528261
Was the existing unit operable? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

1000⁰¹

\$1000⁰¹

Total Rebate

Each rebate is capped at 50% of the total purchase price or total service cost.

All forms must be submitted within 90 days from the purchase date or by January 6, 2017, whichever comes first.
 Forms can be submitted to:
 Mailing Address - IID Rebate Processing Center, P.O. Box 937, Imperial, CA 92251
 E-mail - energyrewards@iid.com Fax - 1-760-482-3359



Sales Agreement

(Air Conditioning Improvement Home/Office Contract)
Air Conditioning Guys, Inc.

Installed by Becerril Air Solutions, Inc.
2408 Marshall Rd, Imperial, CA 92251 US
(760) 352-2244, CA License # 87376

GUADALUPE SOLIS
1145 FAIRFIELD WAY
HEBER, CA 92249

No. A783

Wed Feb 17 2016 11:36:3

ADVISOR: Daniel Lizarraga

Email: daniel@bairusa.com

PAID MAR -- PAID

QTY	DESCRIPTION	TOTAL
1	HOME DEPOT PROFESSIONAL INSTALLATION AC SYSTEM PACK & SPLIT	\$ 599.00
1	PROMO HOME DEPOT ENDS FEB 28, 2016	\$ 1,000.00
2	EXTRA ADDITIONAL LABOR COST	\$ 170.00
1	LIFEFLOW, SPLIT SYSTEM-GAS FURNACE 5 TON, DAIKIN, 16 SEER, 13 EER, AHRI 6528261	\$ 7,686.00
1	12 MONTH LABOR FROM INSTALLATION DATE /	\$ 1.00
1	6 YEAR DAIKIN PROMISE REPLACEMENT WARRANTY ONCE SEER 16 ABOVE	\$ 0.00
1	WARRANTY COMFORT PROMISE 12 YEARS COMPRESSOR/PARTS	\$ 0.00
Total Contract Price Equipment & Materials to be Provided:		\$ 7,456.00

Down Payment: \$ _____ Balance Due after Down Payment: _____

Home Depot m Baker charola 24x36 para secundaria y da mpe4 de 10 inches.
This contract is entered into by Air Conditioning Guys, Inc. (Seller), Becerril Air Solutions, Inc (Installing Contractor) and Buyer listed above for installation of the Air Conditioning Equipment herein described for the above stated address. Entered into at our Branch location listed above. Not the home.

Start & Completion of Work: Work shall be scheduled within 3 days of signing this Sales Agreement. Approx Start Date: _____ Completion Date: _____

SPLIT SYSTEM GAS FURNACE 5 TONS 16 SEER /13EER BRAND: DAIKIN CONDENSOR
MODEL# DX16SA0601A * SERIE# 1601370086 FURNACE MODEL# D*80HE0805D*A* SERIE# 1309751514 INDOOR
UNIT MODEL#CA*F4961*D6*+TXV SERIE# 161384635 AHRI CERTIFIED REFERENCE # 6528261

SCOPE OF BASIC INSTALLATION DETAILS:

BASIC INSTALLATION INCLUDES:	INSTALACION BASICA:
<p>1. PACKAGES: Basic installation includes 2 (two) feet maximum duct connection insulated, 3 feet electrical whip connection. Breaker is included, 3 feet PVC pipe for drainage connection, Roof curb or metal base stands maximum 15 inches in height, Thermostat installation; Filter NOT including Filter Register; Crane service for maximum 2 stories high, start-up and testing for proper function. Max 3 feet of electrical whip from Condensing unit to Disconnect box. Does NOT include 220v line from main panel of the home or office to system.</p> <p>2. SPLIT SYSTEMS: All the above aforementioned, maximum 3 feet of copper line-set to make appropriate connections. OTHERWISE existing copper line-set will be used. Electrical connection from air handler or gas furnace to 110v outlet of max. 5 feet. Max 3 feet of electrical whip from Condensing unit to Disconnect box. Does NOT include 220v line from main panel of the home or office.</p> <p>3. MINI-SPLITS: Maximum 13 feet of copper line-set and power connection from air handler to condensing unit. Maximum 15 feet of PVC for proper drainage. Maximum 5 feet of electrical connection from condensing unit to power supply. Breaker NOT included. Install air handler and condensing unit on the ground. Base not included for outside wall applications for condensing units.</p> <p>4. Note on Extra Work & Change Orders: In case the installation requires more than included in Basic Installation, Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Becerril Air is not responsible for hole perforations, drywall repair, sealing of roofing or weatherproofing that may be required for installation ducts or ac. or additional electrical connections beyond what is stated here. Electrical, Drywall or Roofing Contractor may be needed. Initials: _____</p>	<p>1. PAQUETES: una instalacion Basica incluye maximo dos (2) pies de ducto de entronque aislado, tres (3) pies de conexion electrica que SI incluye breaker, tres (3) pies de tuberia de pvc para condensacion, patas o soportes para el equipo de maximo quince (15) pulgadas de altura, instalacion de termostato, suministro de filtro de aire para el retorno sin incluir rejilla portafiltros, maniobras y servicio de grua para una altura maxima de dos (2) pisos, pruebas y puesta en marcha. Max 3 pies de conexion del 'whip electrico' a caja disconnect. No incluye linea de 220v del panel electrico de la casa principal a unidad.</p> <p>2. SISTEMAS REMOTOS: Ademas de lo anterior incluye maximo tres (3) pies de tuberia y cableado para interconexion entre manejadora y condensadora. No incluye cambio de line-set nuevo. Max 3 pies de conexion del whip electrico a caja disconnect. No incluye linea de 220v del panel electrico de la casa principal a unidad.</p> <p>3. MINI-SPLITS: Incluye maximo trece (13) pies de tuberia de interconexion y cableado para manejadora, maximo quince (15) pies de tuberia de pvc para condensacion de manejadora, cinco (5) pies de conexion electrica de la condensadora al breaker sin incluir el Breaker, colocacion y fijacion de condensadora y manejadoras.</p> <p>4. TRABAJO EXTRA: En caso de que la instalacion requiera mas de lo especificado anteriormente, el tecnico o instalador le hara una cotizacion por separado. No incluye permiso de construccion o certificados, son responsabilidad del cliente, al menos de que este cobrado arriba. Becerril no se hace responsable de perforaciones y/o resanes en muros y techos, drywall or pintura, impermeabilizaciones o de instalaciones electricas adicionales. Tampoco de danos por condensacion. Instalacion en pipas de Agua PVC existentes llevan riesgo. Es posible que la instalacion requiera de los servicios de un Electricista, Drywallero, Pintor, Plomero o Roofero. Inicials: _____</p>

Consumer Notification: You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Finance Charge: Amounts due and unpaid 30 days after signing this sales agreement will be subject to a finance charge thereafter of 8% daily, or the maximum rate allowed by law, whichever is less.

Workers Compensation Insurance: Becerril Air Solutions, Inc. carries Workers Compensation Insurance for all its employees.

Commercial General Liability Insurance (CGL): This Contractor carries CGL insurance written by You may call to check the contractor's insurance coverage.

Arbitration Clause: Customer understands and agrees to a binding Arbitration Agreement, and hereby gives up their right to trial by jury of any claim against Seller and its affiliates. 45% restocking fee applies for cancellations after 3 day Right to Cancel and only within 30 days of Installation. ALL SALES ARE FINAL. Initials: _____

Warranty / Garantia

SEER Rating	Package Units	13	14	15	Split Systems	14	15	Mini Split
Compressor		5 Yrs	10 Yrs	10 Yrs		10 Yrs	10 Yrs	3 Yrs*
Parts		5 Yrs	10 Yrs	10 Yrs		10 Yrs	10 Yrs	1 Yrs
Labor		1 Yrs	1 Yrs	1 Yrs		1 Yrs	2 Yrs	1 Yrs
All Thermostats have 90 day Warranty.								*5 Years if Becerril Air performs Annual Service

Initials: _____ Date: _____

Becerril Air Solutions, Inc.

Property Owner

Daniel Lizarraga

GUADALUPE SOLIS

PL000115



This combination qualifies for a Federal Energy Efficiency Tax Credit when placed in service between Feb 17, 2009 and Dec 31, 2016.

Certificate of Product Ratings

AHRI Certified Reference Number: 6528261

Date: 4/5/2016

Product: Year-Round Air-Conditioner, Remote Air-Cooled Condensing Unit

Outdoor Unit Model Number: DX16SA0601A*

Indoor Unit Model Number: CA*F4961*6D*+TXV

Furnace Model Number: D*80HE0805D*A*

Manufacturer: DAIKIN MANUFACTURING COMPANY, L.P.

Trade/Brand name: DAIKIN

Region: All (AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, ID, IL, IA, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WI, WY, U.S. Territories)

Region Note: Central air conditioners manufactured prior to January 1, 2015, are eligible to be installed in all regions until June 30, 2016. Beginning July 1, 2016, central air conditioners can only be installed in region(s) for which they meet the regional efficiency requirement.

Series name: DX16SA

Manufacturer responsible for the rating of this system combination is DAIKIN MANUFACTURING COMPANY, L.P.

Rated as follows in accordance with AHRI Standard 210/240-2008 for Unitary Air-Conditioning and Air-Source Heat Pump Equipment and subject to verification of rating accuracy by AHRI-sponsored, independent, third party testing.

Cooling Capacity (Btuh)	53000
EER Rating (Cooling):	13.00
SEER Rating (Cooling):	16.00
IEER Rating (Cooling):	

Ratings followed by an asterisk () indicate a voluntary rerate of previously published data, unless accompanied with a WAS, which indicates an involuntary rerate.

DISCLAIMER

AHRI does not endorse the product(s) listed on this Certificate and makes no representations, warranties or guarantees as to, and assumes no responsibility for, the product(s) listed on this Certificate. AHRI expressly disclaims all liability for damages of any kind arising out of the use or performance of the product(s), or the unauthorized alteration of data listed on this Certificate. Certified ratings are valid only for models and configurations listed in the directory at www.ahrirectory.org.

TERMS AND CONDITIONS

This Certificate and its contents are proprietary products of AHRI. This Certificate shall only be used for individual, personal and confidential reference purposes. The contents of this Certificate may not, in whole or in part, be reproduced; copied; disseminated; entered into a computer database; or otherwise utilized, in any form or manner or by any means, except for the user's individual, personal and confidential reference.

CERTIFICATE VERIFICATION

The information for the model cited on this certificate can be verified at www.ahrirectory.org, click on "Verify Certificate" link and enter the AHRI Certified Reference Number and the date on which the certificate was issued, which is listed above, and the Certificate No., which is listed at bottom right.

©2014 Air-Conditioning, Heating, and Refrigeration Institute



we make life better™

CERTIFICATE NO.:

131043507181525263



Sales Agreement

(Air Conditioning Improvement Home/Office Contract)
Air Conditioning Guys, Inc.

Installed by Becerril Air Solutions, Inc.
2408 Marshall Rd. Imperial, CA 92251 USA
(760) 352-2244 CA License # 873780

GUADALUPE SOLIS
1145 FAIRFIELD WAY HEBER, CA 92249

No. A7831
Wed Feb 17 2016 11:36:35
ADVISOR: Daniel Lizarraga
Email: daniel@airusa.com

QTY	DESCRIPTION	TOTAL
1	HOME DEPOT PROFESSIONAL INSTALLATION AC SYSTEM PACK & SPLIT	\$ 599.00
1	PROMO HOME DEPOT ENDS FEB 28, 2016	\$ -1,000.00
2	EXTRA ADDITIONAL LABOR COST	\$ 170.00
1	UPFLOW SPLIT SYSTEM-GAS FURNACE 5 TON, DAIKIN, 16 SEER, 13 EER, AHRI 6528261	\$ 7,086.39
1	12 MONTH LABOR FROM INSTALLATION DATE / 12 MESES DE GARANTIA MANO DE OBRA EN REPARACIONES MECANICAS SOLAMENTE FECHA DE COMPRA. NO INCLUYE SERVICIOS	\$ 1.00
1	6 YEAR DAIKIN PROMISE REPLACEMENT WARRANTY ONCE SEER 16 ABOVE	\$ 0.00
1	WARRANTY COMFORT PROMISE 12 YEARS COMPRESSOR/PARTS	\$ 0.00
Total Contract Price Equipment & Materials to be Provided:		\$7,456.39
Balance Due after Down Payment:		

Down Payment: \$
Home Depot in Baker charla 24336 para secundarias, y da mp4 de 10rches.
This contract is entered into by Air Conditioning Guys, Inc. (Seller), Becerril Air Solutions, Inc. (Installing Contractor) and Buyer listed above for installation of the Air Conditioning Equipment herein described for the above stated address. Entered into at our Branch location listed above. No 1st Home.
Start & Completion of Work: Work shall be scheduled within 3 days of signing this Sales Agreement. Approx Start Date: Completion Date:

SCOPE OF BASIC INSTALLATION DETAILS:

BASIC INSTALLATION INCLUDES:	INSTALACION BASICA:
<p>1. PACKAGES: Basic installation includes 2 (two) feet maximum duct connection insulated, 5 feet electrical whip connection. Breaker is included, 3 feet PVC pipe for drainage connection, Roof curb or metal base stands maximum 15 inches in height, Thermostat installation, Filter NOT including Filter Register, Cues service for maximum 2 stories high, Hdr/rop and testing for proper function. Max 3 feet of electrical whip from Condensing unit to Disconnect box. Does NOT include 220v line from main panel of the home or office to system.</p> <p>2. SPLIT SYSTEMS: All the above aforementioned, maximum 5 feet of copper line-set to make appropriate connections, OTHERWISE existing copper line-set will be used. Electrical connection from air handler or gas furnace to 110v outlet of max. 5 feet. Max 5 feet of electrical whip from Condensing unit to Disconnect box. Does NOT include 220v line from main panel of the home or office.</p> <p>3. MINI-SPLITS: Maximum 15 feet of copper line-set and power connection from air handler to condensing unit. Maximum 15 feet of PVC for proper drainage. Maximum 5 feet of electrical connection from condensing unit to power supply. Breaker NOT included. Install air handler and condensing unit on the ground. Base not included for outside wall applications for condensing units.</p> <p>4. Note on Extra Work & Change Orders: In case the installation requires more than included in Basic Installation, Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Becerril Air is not responsible for hole perforations, drywall repair, sealing of roofing or weatherproofing that may be required for installation ducts or ac, or additional electrical connections beyond what is stated here. Electrical, Drywall or Roofing Contractor may be needed. Initials: _____</p> <p>5. Building Permits and Tests: are responsibility of homeowner, unless quoted here. But equipment purchase must be paid in full prior to scheduling any inspections. Correction may be needed by building inspector. Inspections may take longer time to complete and are at the discretion of governing body and/or scheduling of technicians we are not in control of that. Initials: _____</p> <p>6. MAINTENANCE: No FREE Annual Service or Maintenance is included unless Purchased and listed above in Description. IID Rebates are subject to funding and availability. Contact IID or SDGE for any rebates offered to its ratepayers. Initials: _____</p>	<p>1. PAQUETES: Una instalación Básica incluye máximo dos (2) pies de ducto de extruccion aislado, tres (3) pies de conexión eléctrica que SI incluye breaker, tres (3) pies de tubería de pvc para condensación, patas o soportes para el equipo de máximo quince (15) pulgadas de altura, instalación de termostato, suministro de filtro de aire para el retorno sin incluir rejilla portafiltros, manibros y servicio de gas para una altura máxima de dos (2) pisos, pruebas y puesta en marcha. Max 3 pies de conexión del "whip eléctrico" a caja disyuntor. No incluye línea de 220v del panel eléctrico de la casa principal a unidad.</p> <p>2. SISTEMAS REMOTOS: Además de lo anterior incluye máximo tres (3) pies de tubería y cableado para interconexión entre manejadora y condensadora. No incluye cambio de línea-set nuevo. Max 3 pies de conexión del whip eléctrico a caja disyuntor. No incluye línea de 220v del panel eléctrico de la casa principal a unidad.</p> <p>3. MINI-SPLITS: Incluye máximo trece (13) pies de tubería de interconexión y cableado para manejadora, máximo quince (15) pies de tubería de gas para condensación de manejadora, cinco (5) pies de conexión eléctrica de la condensadora al breaker sin incluir el breaker, colocación y fijación de condensadora y manejadora.</p> <p>4. TRABAJO EXTRA: En caso de que la instalación requiera más de lo especificado anteriormente, el tecnico o instalador le hará una cotización por separado. No incluye permiso de construcción o certificados, son responsabilidad del cliente, además de que este cobrado arriba. Becerril no se hace responsable de perforaciones y/o rasantes en muros y techos, drywall or pintura, impermeabilizaciones o de instalaciones eléctricas adicionales. Tampoco de daños por condensación. Instalación en pipas de Agua PVC existentes Usar riesgo. Es posible que la instalación requiera de los servicios de un Electricista, Drywallero, Pintor, Plomero o Roofero. Initials: _____</p> <p>5. Permisos y Pruebas: Si no están cotizados, son responsabilidad de cliente. Debe estar completamente pagado trabajo instalación antes de pedir inspecciones. No nos hacemos responsables de tiempo de inspección porque es Oficinas de gobierno y pueden tardar. Initials: _____</p> <p>6. Servicios No incluye NINGUN servicio de mantenimiento o limpieza anual gratis. Reembolsos de IID son limitados y siempre y cuando haya fondos disponibles. No somos responsables de disponibilidad. Contacte a IID o SDGE para mas información sobre reembolsos. Initials: _____</p>

Consumer Notification: You are entitled to a complete filling in copy of this agreement, signed by both you and the contractor, before any work may be started.
Finance Charge: Amounts due and unpaid 30 days after signing this sales agreement will be subject to a finance charge thereafter of 8% daily, or the maximum rate allowed by law, whichever is less.
Workers Compensation Insurance: Becerril Air Solutions, Inc. carries Workers Compensation Insurance for all its employees.
Commercial General Liability Insurance (CGL): This Contractor carries CGL insurance written by You may call to check the contractor's insurance coverage.
Arbitration Clause: 7. Customer understands and agrees to a binding Arbitration Agreement, and hereby gives up their right to trial by jury of any claim against Seller and its affiliates. 45% restocking fee applies for cancellations after 3 day Right to Cancel and only within 30 days of Installation. ALL SALES ARE FINAL. Initials: _____

Warranty / Garantia

SEER Rating	Package Units	13	14	15	Split Systems	14	15	Mini Split
Compressor		5 Yrs	10 Yrs	10 Yrs		10 Yrs	10 Yrs	5 Yrs*
Parts		5 Yrs	10 Yrs	10 Yrs		10 Yrs	10 Yrs	1 Yrs
Labor		1 Yrs	1 Yrs	1 Yrs		1 Yrs	2 Yrs	1 Yrs

All Thermostats have 90 day Warranty.
*5 Years if Becerril Air performs Annual Service

SERVICE & REPAIR CONTRACT WAIVER OF RIGHT TO CANCEL.
I have initiated a contract with emergency repairs or service for the immediate protection of persons or real property with the above named contractor. Waiting three days to have repairs or services would place an undue, unwanted burden upon me. I hereby state that the following emergency situation exists requiring immediate attention. Pursuant to Section 1689.13 of the California Civil Code I ask and hereby waive all rights to cancel this transaction within 3 business days. I understand that regardless of whether work has started or not after I waive all right to cancel this transaction, I may not subsequently exercise this waived right.

Becerril Air Solutions, Inc. _____
 Daniel Lizarraga
 Comfort Advisor
 Signature & CA Lic# 873780

 Property Owner
 Name _____
 Date _____

Acceptance Signature of Items 4.5.6 & 7 above as having installed and read completely. & Dated _____

This Contract constitutes the entire agreement between Air Conditioning Guys, Inc. and Becerril Air Solutions, Inc. and Buyer(s). Becerril Air is hereby authorized to proceed and I do to order as outlined above. Becerril Air will hold title to any equipment or material furnished until FINAL and COMPLETE payment is made. Becerril Air retains the right to remove same and be held harmless for any damages resulting from removal thereof. Upon signing this document, this proposal becomes a legal enforceable contract. I waive any and all rights to request credit and charge backs from my credit card company and merchant services supeding any prior agreements signed before this date. I understand every thing written here and have been given a complete explanation. NO Refunds can be made on HVAC equipment as they become attached to your building structure. Home. Air Conditioning Guys, Inc. is hereby held harmless and indemnified beyond the acceptance of Sale as it is only the retail sale party. Customer acknowledges and forever relieves Air Conditioning Guys, Inc. from any liability. Entiendo todo lo que esta escrito en este documento y se me ha explicado en mi idioma.

CALIFORNIA 20 DAY PRELIMINARY NOTICE TO OWNER: Section 1193 (c) California Code of Procedures requires us to notify you "that if bills are not paid in full for labor, services, equipment or materials as described herein we have the right to place a mechanic's lien on said property". YOU ARE HEREBY NOTIFIED that the undersigned has furnished or will furnish labor, services, equipment or materials as described above. It is hereby acknowledged that there are no other agreements either verbal or implied regarding work to be done or payments terms. No one is authorized to enter into any agreements unless properly documented and signed by President of Becerril Air. **MECHANIC'S LIEN WARNING:** Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. If a court finds the lien is valid, you could be forced to pay twice or have a court officer tell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** For other ways to prevent liens, visit CSLB's website at www.cslb.us.ca.gov or call CSLB at 1-800-321-CSLB (2752). Remember, if you do nothing, you risk having a lien placed on your property. You may face the forced sale of your property to pay what you owe.

We are a socially and eco friendly responsible company. We only use recycled paper and products.
Schedule your Annual Service & Maintenance at: www.becerrilair.com Like us on facebook.com/BecerrilAirConditioning for a free gift.



Terms & Conditions

- Definitions
- Definiciones

343 574

IMPERIAL COUNTY PLANNING AND BUILDING DEPARTMENT

- INSTALLATION PERMIT
- GRADING PERMIT
- DEMOLITION PERMIT

- CONSTRUCTION PERMIT
- ELECTRICAL PERMIT
- MECHANICAL PERMIT
- PLUMBING PERMIT

PERMIT
 56023
 914 , 20 14

ISSUE TO _____ SOLIS, GUADALUPE

NAME OF OWNER _____ SAME

ADDRESS OF OWNER _____ 1145 FAIRFIELD WAY _____ HEBER

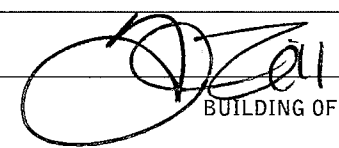
BUILDING ADDRESS _____ SAME

ASSESSORS PARCEL NUMBER _____ 054-604-024-001

THIS PERMIT AUTHORIZES _____ PATIO

INTENDED TO BE USED AS _____ C RRES

VALUATION \$ 4,000⁰⁰ ISSUED BY _____


 BUILDING OFFICIAL

J. MINNICK

NOTICE: THIS PERMIT SHALL EXPIRE IF THE WORK IS NOT COMMENCED WITHIN 180 DAYS OF ISSUANCE OR IF WORK IS ABANDONED OR SUSPENDED FOR A PERIOD OF 180 DAYS.

RECEIPT

ORIGINAL COPY

RECEIPT NUMBER: R1400616

APD #: 0000056023
SITE ADDRESS: 1145 FAIRFIELD WAY CNTY
PARCEL: 054-604-024-001

TYPE: STRUCTURAL PERMIT

TRANSACTION DATE: 09/04/2014	TOTAL PAYMENT:	212.68
	TOTAL PAID FROM TRUST:	.00
	TOTAL PAID FROM CURRENCY:	212.68

TRANSACTION LIST:

Type	Method	Description	Amount
Payment	Cash		212.68
		TOTAL:	212.68

ACCOUNT ITEM LIST:

Description	Account Code	Current Pmts
BUILDING PERMITS	1035001-413000	201.18
CBSC STATE (SB 1473)	7395000-301000	.90
CSBC COUNTY (SB 1473)	1035001-413000	.10
GENERAL PLAN TRUST	7086000-301000	10.00
S.M.I. FEES	7210000-301000	.50
	TOTAL:	212.68

RECEIPT ISSUED BY: THANNIAS
ENTERED DATE: 09/04/2014

INITIALS: TS
TIME: 11:05 AM

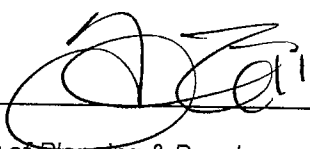
This is your original copy of the **receipt** for funds received by the Imperial County Planning and Development Services Department for the above identified **PERMIT**.

Please make sure this receipt is accurate and reflects the payment amount and the permit information referenced.

If you request cancellation of your permit and/or a refund, please understand that we can only refund a maximum of 70% of the total minus all costs already incurred to date.

If you have questions please direct them to this office at (760) 482-4236.

Thank you for your cooperation!


James Minnick
Interim Director of Planning & Development Services

CC: Auditor/Controller
Permit File

RECEIPT

ORIGINAL COPY

RECEIPT NUMBER: R1400569

APD #: 0000056023
SITE ADDRESS: 1145 FAIRFIELD WAY CNTY
PARCEL: 054-604-024-001

TYPE: STRUCTURAL PERMIT

TRANSACTION DATE: 08/13/2014	TOTAL PAYMENT:	400.00
	TOTAL PAID FROM TRUST:	.00
	TOTAL PAID FROM CURRENCY:	400.00

TRANSACTION LIST:

Type	Method	Description	Amount
Payment	Cash		400.00
		TOTAL:	400.00

ACCOUNT ITEM LIST:

Description	Account Code	Current Pmts
BUILDING PERMITS	1035001-413000	78.55
PLAN CHECK FEES	7222000-301000	171.45
ZONING FEES	1041001-414000	150.00
	TOTAL:	400.00

RECEIPT ISSUED BY: THANNIAS
ENTERED DATE: 08/13/2014

INITIALS: TS
TIME: 01:30 PM

This is your original copy of the receipt for funds received by the Imperial County Planning and Development Services Department for the above identified **PERMIT**.

Please make sure this receipt is accurate and reflects the payment amount and the permit information referenced.

If you request cancellation of your permit and/or a refund, please understand that we can only refund a maximum of 70% of the total minus all costs already incurred to date.

If you have questions please direct them to this office at (760) 482-4236.

Thank you for your cooperation!


James Minnick
Interim Director of Planning & Development Services

CC: Auditor/Controller
Permit File



CHICAGO TITLE
COMPANY

1413 Main Street
El Centro, CA 92243
Phone: (760)352-2011 / Fax: (760)353-1307

Guadalupe Solis
1145 Fairfield Way
Heber, CA 92249

Date: January 29, 2014
Order No.: 7101318065-CM
Borrower(s): Guadalupe Solis
Seller(s): Federal Home Loan Mortgage
Corporation

Enclosed is your Title Policy or Guarantee in connection with the above referenced transaction.
Please call us immediately if you have any questions or concerns.

Sincerely,

Clarissa Marrs

Clarissa Marrs
Title Manager
marrsc@ctt.com

tr


ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Policy Number:



OWNER'S INFORMATION SHEET

Your Title Insurance Policy is a legal contract between You and Us.

It applies only to a one-to-four family residence and only if each insured named in Schedule A is a Natural Person. If the Land described in Schedule A of the Policy is not an improved residential lot on which there is located a one-to-four family residence, or if each insured named in Schedule A is not a Natural Person, contact Us immediately.

The Policy insures You against actual loss resulting from certain Covered Risks. These Covered Risks are listed on the Policy. The Policy is limited by:

- Provisions of Schedule A
- Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- Exclusions
- Conditions

You should keep the Policy even if You transfer Your Title to the Land. It may protect against claims made against You by someone else after You transfer Your Title.

IF YOU WANT TO MAKE A CLAIM, SEE SECTION 3 UNDER CONDITIONS.

The premium for this Policy is paid once. No additional premium is owed for the Policy.

This sheet is not Your insurance Policy. It is only a brief outline of some of the important Policy features. The Policy explains in detail Your rights and obligations and Our rights and obligations. Since the Policy - and not this sheet - is the legal document,

YOU SHOULD READ THE POLICY VERY CAREFULLY.

If You have any questions about Your Policy, contact:
Chicago Title Company, 1413 Main Street, El Centro, CA 92243

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ALTA Homeowner's Policy of Title Insurance (02/03/2010)



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SCHEDULE A

Policy Number, Premium, Date and Time and Amount

Deductible Amounts and Maximum Dollar Limits of Liability

Street Address of the Land

- 1. Name of Insured
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As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing at the address shown in Section 3 of the Conditions.

OWNER'S COVERAGE STATEMENT

This Policy insures You against actual loss, including any costs, attorneys' fees and expenses provided under this Policy. The loss must result from one or more of the Covered Risks set forth below. This Policy covers only Land that is an improved residential lot on which there is located a one-to-four family residence and only when each insured named in Schedule A is a Natural Person.

Your insurance is effective on the Policy Date. This Policy covers Your actual loss from any risk described under Covered Risks if the event creating the risk exists on the Policy Date or, to the extent expressly stated in Covered Risks, after the Policy Date.

Your insurance is limited by all of the following:

- The Policy Amount
- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A
- The Exceptions in Schedule B
- Our Duty To Defend Against Legal Actions
- The Exclusions
- The Conditions

COVERED RISKS

The Covered Risks are:

1. Someone else owns an interest in Your Title.
2. Someone else has rights affecting Your Title because of leases, contracts, or options.
3. Someone else claims to have rights affecting Your Title because of forgery or impersonation.
4. Someone else has an easement on the Land.
5. Someone else has a right to limit Your use of the Land.
6. Your Title is defective. Some of these defects are:
 - a. Someone else's failure to have authorized a transfer or conveyance of your Title.
 - b. Someone else's failure to create a valid document by electronic means.
 - c. A document upon which Your Title is based is invalid because it was not properly signed, sealed, acknowledged, delivered or recorded.
 - d. A document upon which Your Title is based was signed using a falsified, expired, or otherwise invalid power of attorney.
 - e. A document upon which Your Title is based was not properly filed, recorded, or indexed in the Public Records.
 - f. A defective judicial or administrative proceeding.
7. Any of Covered Risks 1 through 6 occurring after the Policy Date.
8. Someone else has a lien on Your Title, including a:
 - a. lien of real estate taxes or assessments imposed on Your Title by a governmental authority that are due or payable, but unpaid;
 - b. Mortgage;
 - c. judgment, state or federal tax lien;
 - d. charge by a homeowner's or condominium association; or
 - e. lien, occurring before or after the Policy Date, for labor and material furnished before the Policy Date.
9. Someone else has an encumbrance on Your Title.

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10. Someone else claims to have rights affecting Your Title because of fraud, duress, incompetency or incapacity.
11. You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right.
12. You are forced to correct or remove an existing violation of any covenant, condition or restriction affecting the Land, even if the covenant, condition or restriction is excepted in Schedule B. However, You are not covered for any violation that relates to:
 - a. any obligation to perform maintenance or repair on the Land; or
 - b. environmental protection of any kind, including hazardous or toxic conditions or substancesunless there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists. Our liability for this Covered Risk is limited to the extent of the violation stated in that notice.
13. Your Title is lost or taken because of a violation of any covenant, condition or restriction, which occurred before You acquired Your Title, even if the covenant, condition or restriction is excepted in Schedule B.
14. The violation or enforcement of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; or
 - f. environmental protection,if there is a notice recorded in the Public Records, describing any part of the Land, claiming a violation exists or declaring the intention to enforce the law or regulation. Our liability for this Covered Risk is limited to the extent of the violation or enforcement stated in that notice.
15. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 14 if there is a notice recorded in the Public Records, describing any part of the Land, of the enforcement action or intention to bring an enforcement action. Our liability for this Covered Risk is limited to the extent of the enforcement action stated in that notice.
16. Because of an existing violation of a subdivision law or regulation affecting the Land:
 - a. You are unable to obtain a building permit;
 - b. You are required to correct or remove the violation; or
 - c. someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
17. You lose Your Title to any part of the Land because of the right to take the Land by condemning it, if:
 - a. there is a notice of the exercise of the right recorded in the Public Records and the notice describes any part of the Land; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
18. You are forced to remove or remedy Your existing structures, or any part of them - other than boundary walls or fences - because any portion was built without obtaining a building permit from the proper government office. The amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
19. You are forced to remove or remedy Your existing structures, or any part of them, because they violate an existing zoning law or zoning regulation. If You are required to remedy any portion of Your existing structures, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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20. You cannot use the Land because use as a single-family residence violates an existing zoning law or zoning regulation.
21. You are forced to remove Your existing structures because they encroach onto Your neighbor's land. If the encroaching structures are boundary walls or fences, the amount of Your insurance for this Covered Risk is subject to Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
22. Someone else has a legal right to, and does, refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it because Your neighbor's existing structures encroach onto the Land.
23. You are forced to remove Your existing structures which encroach onto an easement or over a building set-back line, even if the easement or building set-back line is excepted in Schedule B.
24. Your existing structures are damaged because of the exercise of a right to maintain or use any easement affecting the Land, even if the easement is excepted in Schedule B.
25. Your existing improvements (or a replacement or modification made to them after the Policy Date), including lawns, shrubbery or trees, are damaged because of the future exercise of a right to use the surface of the Land for the extraction or development of minerals, water or any other substance, even if those rights are excepted or reserved from the description of the Land or excepted in Schedule B.
26. Someone else tries to enforce a discriminatory covenant, condition or restriction that they claim affects Your Title which is based upon race, color, religion, sex, handicap, familial status, or national origin.
27. A taxing authority assesses supplemental real estate taxes not previously assessed against the Land for any period before the Policy Date because of construction or a change of ownership or use that occurred before the Policy Date.
28. Your neighbor builds any structures after the Policy Date - other than boundary walls or fences - which encroach onto the Land.
29. Your Title is unmarketable, which allows someone else to refuse to perform a contract to purchase the Land, lease it or make a Mortgage loan on it.
30. Someone else owns an interest in Your Title because a court order invalidates a prior transfer of the title under federal bankruptcy, state insolvency, or similar creditors' rights laws.
31. The residence with the address shown in Schedule A is not located on the Land at the Policy Date.
32. The map, if any, attached to this Policy does not show the correct location of the Land according to the Public Records.

OUR DUTY TO DEFEND AGAINST LEGAL ACTIONS

We will defend Your Title in any legal action only as to that part of the action which is based on a Covered Risk and which is not excepted or excluded from coverage in this Policy. We will pay the costs, attorneys' fees, and expenses We incur in that defense.

We will not pay for any part of the legal action which is not based on a Covered Risk or which is excepted or excluded from coverage in this Policy.

We can end Our duty to defend Your Title under Section 4 of the Conditions.

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THIS POLICY IS NOT COMPLETE WITHOUT SCHEDULES A AND B.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Company
1413 Main Street
El Centro, CA 92243

Chicago Title Insurance Company

By:



President

Attest:



Secretary

Countersigned By:



Authorized Officer or Agent



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SCHEDULE A

Date of Policy	Policy Amount	Premium
December 31, 2013 at 02:58PM	\$150,000.00	\$761.00

Our name and address is: Clarissa Marrs
Chicago Title Company
1413 Main Street
El Centro, CA 92243

Deductible Amounts and Maximum Dollar Limits of Liability
For Covered Risk 16, 18, 19 and 21:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$ 5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$ 2,500.00 (whichever is less)	\$ 5,000.00

Street Address Of The Land: 1145 Fairfield Way, Heber, CA 92249

1. Name of Insured:

Guadalupe Solis

2. Your interest in the Land covered by this Policy is:

Fee

3. The Land referred to in this Policy is described as:

For APN/Parcel ID(s): 054-604-024-000

Lot 102, of Heber Meadows Unit No. 2, in an unincorporated area of the County of Imperial, State of California, as per Map recorded in Book 23, Page 67 through 70, of Final Maps, on file in the office of the County Recorder of Imperial County.

Excepting therefrom until March 1, 1993 as a mineral interest and not as a Royalty Interest, one hundred

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SCHEDULE A

(continued)

percent (100%) of all oil, gas and other hydrocarbon, geothermal resources as defined in Section 6903 of the California public resources code and all other minerals, whether similar to those herein specified or not, within or that may be produced froms aid real property below a depth of five hundred and to produce, inject, store and remove from or through such well or works, oil, gas and other substances of whatever nature, including the right to perform any and all operations deemed by the Irvine Company necessary or convenient for the exercise of such mineral rights; then to the then-owner of the real property granted hereinabove to Ben Abatti, Margaret L. Abatti, Tony Abatti and Ninfa Abatti, one-half of such mineral interest excepting and reserving unto grantor until March 1, 2003 the remaining one-half of such mineral interest; then to the then-owner of the real property hereinabove granted to Ben Abatti, Margaret L. Abatti, Tony Abatti and Ninfa Abatti, all the remaining one-half of such mineral interest, as reserved by the Irvine Company, a Michigan Corporation in Deed recorded July 29, 1983 as instrument No. 102 in Book 1505, Page 1312 of Official Records.

END OF SCHEDULE A

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**SCHEDULE B
EXCEPTIONS**

In addition to the Exclusions, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 066-002
Tax ID No.: 054-604-024-000
Fiscal Year: 2013-2014
1st Installment: \$1,428.70 Paid
2nd Installment: \$1,428.70 Not Paid
Exemption: \$0.00
Land: \$20,000.00
Improvements: \$110,000.00
Personal Property: \$0.00

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.
4. A NOTICE OF SPECIAL TAX LIEN PURSUANT TO SECTIONS 3114.5 (MELLO ROOS) OF THE STREETS AND HIGHWAY CODE AND SECTION 53328.3 OF THE GOVERNMENT CODE IMPOSING A CONTINUING LIEN.

EXECUTED BY: CLERK OF THE BOARD OF TRUSTEES OF THE HEBER ELEMENTARY SCHOOL DISTRICT SITTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE HEBER ELEMENTARY SCHOOL DISTRICT (HEBER MEADOWS)
AMOUNT: NO AMOUNT IS SHOWN IN SAID NOTICE
RECORDED: SEPTEMBER 20, 2005 AS FILE NO. 2005-038015, OFFICIAL RECORDS

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS

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**SCHEDULE B
EXCEPTIONS**

(continued)

- 5. AN UNRECORDED GEOTHERMAL LEASE WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN.

LESSOR: THE IRVINE COMPANY
 LESSEE: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION
 DISCLOSED BY: GEOTHERMAL LEASE AND AGREEMENT
 RECORDED: JUNE 11, 1971 IN BOOK 1310, PAGE 1107, OFFICIAL RECORDS

AN AGREEMENT TO AMEND OR MODIFY CERTAIN PROVISIONS OF SAID LEASE, AS SET FORTH IN THE DOCUMENT EXECUTED BY:

LESSOR: THE IRVINE COMPANY
 LESSEE: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION
 RECORDED: JULY 26, 1979 IN BOOK 1437, PAGE 1035 OF OFFICIAL RECORDS

THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

AN AGREEMENT TO AMEND OR MODIFY CERTAIN PROVISIONS OF SAID LEASE, AS SET FORTH IN THE DOCUMENT IN THE DOCUMENT EXECUTED BY:

AS LESSOR: BEN AND MARGARET ABATTI, TRUSTEE
 AS LESSEE: HEBER FIELD COMPANY, A CALIFORNIA GENERAL PARTNERSHIP
 RECORDED: FEBRUARY 10, 2006 AS FILE NO. 2006-07957, OFFICIAL RECORDS

AN AGREEMENT TO AMEND OF MODIFY CERTAIN PROVISIONS OF SAID LEASE, AS SET FORTH IN THE DOCUMENT EXECUTED BY:

AS LESSOR: BEN ABATTI
 AS LESSEE: HEBER FIELD COMPANY, A CALIFORNIA GENERAL PARTNERSHIP
 RECORDED: FEBRUARY 10, 2006 AS FILE NO. 2006-07958, OFFICIAL RECORDS

- 6. A DOCUMENT ENTITLED "IMPACT MITIGATION AGREEMENT RELATED TO PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE HEBER ELEMENTARY SCHOOL DISTRICT (HEBER MEADOWS)", DATED AUGUST 1, 2005 EXECUTED BY HEBER ELEMENTARY SCHOOL DISTRICT, CENTRAL UNION HIGH SCHOOL DISTRICT, HEBER MEADOWS I, LLC, AND HEBER 142, LLC, SUBJECT TO ALL THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED, RECORDED OCTOBER 13, 2005 AS FILE NO. 2005-041139, OFFICIAL RECORDS.

REFERENCE IS MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

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**SCHEDULE B
EXCEPTIONS**
(continued)

7. Matters contained in that certain document

Entitled: IMPROVEMENT AGREEMENT-TRACT MAP NO. 956 (HEBER MEADOWS I, LLC)"
Dated: August 16, 2005
Executed by: COUNTY OF IMPERIAL AND HEBER MEADOWS I, LLC, SUBJECT TO ALL THE TERMS,
PROVISIONS AND CONDITIONS THEREIN CONTAINED
Recording Date: August 25, 2005
Recording No.: 2005-033967, OFFICIAL RECORDS

Reference is hereby made to said document for full particulars.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said tract/plat;

Purpose: PUBLIC UTILITY EASEMENT
Affects: AS SHOWN ON SAID MAP

9. ANY FACTS AN ACCURATE SURVEY WOULD DISCLOSE AS TO THE LOCATION OF THE EXTERIOR BOUNDARIES OF SAID LAND OR AS TO THE LOCATION OF CANALS, LATERALS, WASTE AND DRAIN DITCHES THEREON IN USE BY IMPERIAL IRRIGATION DISTRICT AS PART OF ITS IRRIGATION SYSTEM.

10. EASEMENTS AND RIGHTS OF WAY FOR PUBLIC OR PRIVATE ROADS OR HIGHWAYS ALONG THE BOUNDARIES OF SAID LAND AS THE SAME NOW EXIST AND ARE IN USE.

11. Any water rights or claims or title to water in or under the Land, whether or not shown by the public records.

12. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$120,000.00
Dated: December 20, 2013
Trustor/Grantor: Guadalupe Solis, an unmarried woman
Trustee: T. D. Service Company, a corporation
Beneficiary: Sun Community Federal Credit Union
Loan No.: 5213180-171
Recording Date: December 31, 2013
Recording No: 2013-028944, Official Records

13. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$15,000.00
Dated: December 19, 2013
Trustor/Grantor: Guadalupe Solis, an unmarried woman
Trustee: T.D. Service Company, a corporation
Beneficiary: Sun Community Federal Credit Union, a Federal Credit Union
Loan No.: 5213180-172
Recording Date: December 31, 2013
Recording No: 2013-028945, Official Records

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**SCHEDULE B
EXCEPTIONS**
(continued)

END OF SCHEDULE B

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EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

CONDITIONS**1. DEFINITIONS**

- a. Easement - the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity - A legal entity or Trust established by a Natural Person for estate planning.
- c. Known - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land - the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage - a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person - a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title - the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust - a living trust established by a Natural Person for estate planning.
- k. We/Our/Us - Blank Title Insurance Company.
- l. You/Your - the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of a Trust or any Estate Planning Entity to whom You transfer Your Title after the Policy Date;
 - (4) the beneficiaries of Your Trust upon Your death; or
 - (5) anyone who receives Your Title by a transfer effective on Your death as authorized by law.

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(continued)

- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

a. Prompt Notice Of Your Claim

- (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
- (2) Send Your notice to **Chicago Title Insurance Company**, P.O. Box 45023, Jacksonville, FL 32232-5023, Attn: Claims Department. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.
- (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

b. Proof Of Your Loss

- (1) We may require You to give Us a written statement signed by You describing Your loss which includes:
 - (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
- (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
- (3) We may require You to answer questions about Your claim under oath.
- (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:
- (1) Pay the claim;
 - (2) Negotiate a settlement;
 - (3) Bring or defend a legal action related to the claim;
 - (4) Pay You the amount required by this Policy;
 - (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
 - (8) Take other appropriate action.
- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.
- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.
- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.
- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.
- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.
- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
- (1) Your actual loss;

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(continued)

- (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
- (3) the Policy Amount then in force.

and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.

- b. If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured:
 - (1) the Policy Amount then in force will be increased by Ten percent (10%) of the Policy Amount shown in Schedule A, and
 - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c. (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
 - (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
 - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (i) the cause of the claim is removed; or
 - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
 - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.
- d. All payments We make under this Policy reduce the Policy Amount then in force except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
- e. If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
 - (1) We have the right to pay any amount due You under this Policy to the owner of the Mortgage, and any amount paid shall be treated as a payment to You under this Policy, including under Section 4.a. of these Conditions;
 - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force; and
 - (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.
- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
 - (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
 - (2) to You for Your loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.
- d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. INCREASED POLICY AMOUNT

The Policy Amount then in force will increase by Ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to One Hundred Fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

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(continued)

11. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.
- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

12. CHOICE OF LAW

The law of the state where the Land is located shall apply to this policy.

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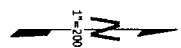
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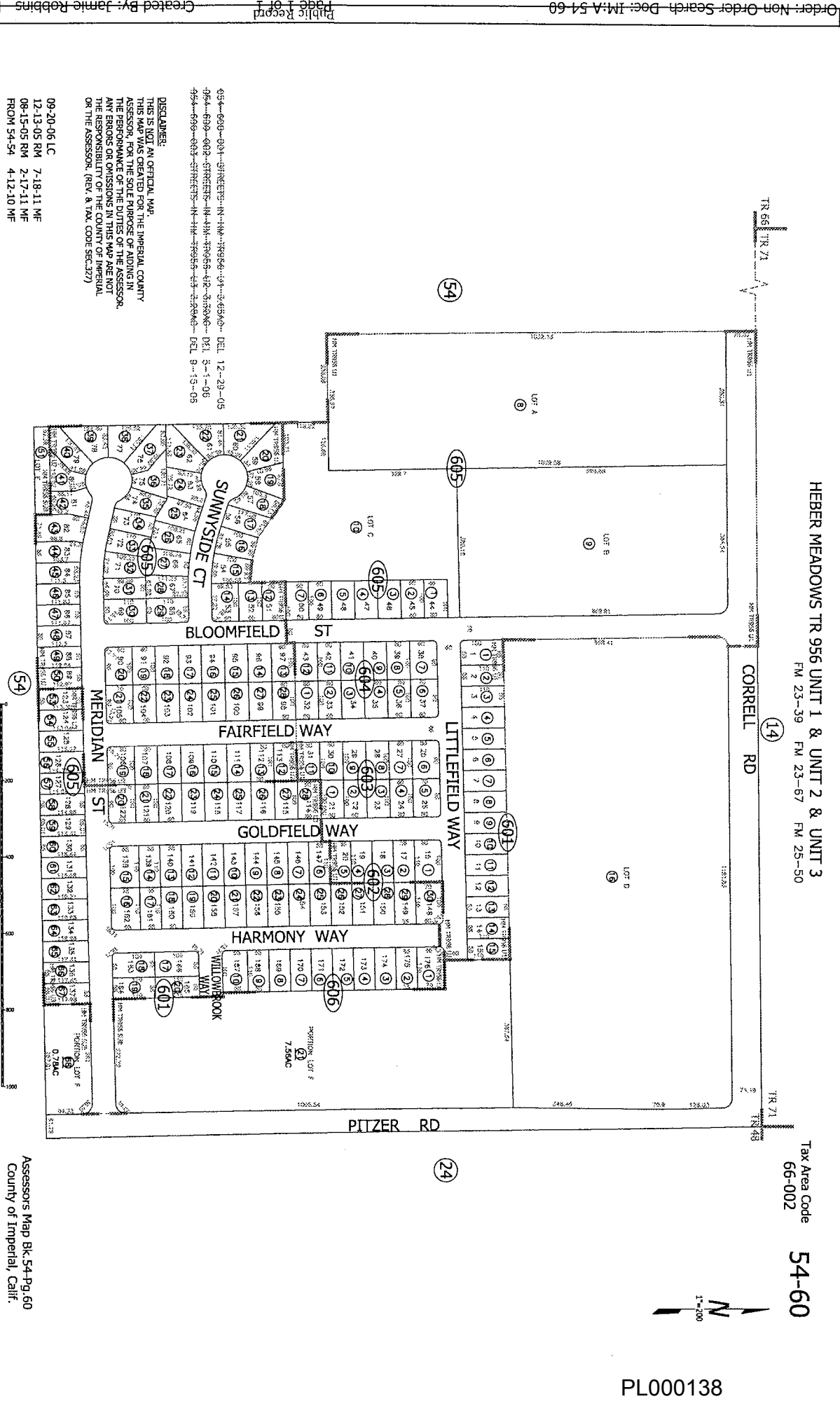
HEBER MEADOWS TR 956 UNIT 1 & UNIT 2 & UNIT 3
 FM 23-39 FM 23-67 FM 25-50

Tax Area Code
 66-002

54-60



PL000138



DISCLAIMER:
 THIS IS NOT AN OFFICIAL MAP OF THE IMPERIAL COUNTY ASSESSOR FOR THE SOLE PURPOSE OF AIDING IN THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR. ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL OR THE ASSESSOR. (REV. & TAX CODE SEC.327)

09-20-06 LC 7-18-11 MF
 12-13-05 RM 2-17-11 MF
 08-15-05 RM 4-12-10 MF
 RROM 54-54

CHUCK STOREY
COUNTY CLERK/RECORDER

CT Chicago Title

RECORDING REQUESTED BY:

Chicago Title Company
Order No.: 7101318065

Doc#: **2013028943**



* \$ R 0 0 0 0 0 8 0 5 7 1 \$ *

Titles:	1	Pages:	3
Fees			20.00
Taxes			165.00
Other			0.00
PAID			185.00

When Recorded Mail Document To:

Guadalupe Solis
1145 Fairfield Way
Heber, CA 92249

APN/Parcel ID(s): 054-604-024-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

- This transfer is exempt from the documentary transfer tax.
- The documentary transfer tax is \$165.00** and is computed on:
 - the full value of the interest or property conveyed.
 - the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in an Unincorporated area of **Imperial County**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Federal Home Loan Mortgage Corporation,

hereby GRANT(S) to Guadalupe Solis, an unmarried woman,

the following described real property in the County of Imperial, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 054-604-024-000

Dated: November 22, 2013

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Federal Home Loan Mortgage Corporation
By: McCarthy & Holthus LLP
as its Attorney-in-fact

BY: Tamara Quintana
Tamara Quintana

State of California

County of San Diego

On November 22, 2013 before me, Rebecca Barnes a notary public in and for said state, personally appeared Tamara Quintana

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.

Rebecca Barnes
Signature

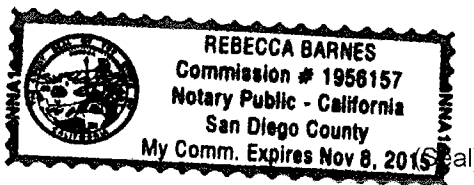


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 054-604-024-000

Lot 102, of Heber Meadows Unit No. 2, in an unincorporated area of the County of Imperial, State of California, as per Map recorded in Book 23, Page 67 through 70, of Final Maps, on file in the office of the County Recorder of Imperial County.

Excepting therefrom until March 1, 1993 as a mineral interest and not as a Royalty Interest, one hundred percent (100%) of all oil, gas and other hydrocarbon, geothermal resources as defined in Section 6903 of the California public resources code and all other minerals, whether similar to those herein specified or not, within or that may be produced froms aid real property below a depth of five hundred and to produce, inject, store and remove from or through such well or works, oil, gas and other substances of whatever nature, including the right to perform any and all operations deemed by the Irvine Company necessary or convenient for the exercise of such mineral rights; then to the then-owner of the real property granted hereinabove to Ben Abatti, Margaret L. Abatti, Tony Abatti and Ninfa Abatti, one-half of such mineral interest excepting and reserving unto grantor until March 1, 2003 the remaining one-half of such mineral interest; then to the then-owner of the real property hereinabove granted to Ben Abatti, Margaret L. Abatti, Tony Abatti and Ninfa Abatti, all the remaining one-half of such mineral interest, as reserved by the Irvine Company, a Michigan Corporation in Deed recorded July 29, 1983 as instrument No. 102 in Book 1505, Page 1312 of Official Records.

RSCOVER6

T.D. Service Company

LR Department

4000 W Metropolitan Dr Ste 400

Orange, CA 92868

(800) 890-4096



07/26/17

GUADALUPE SOLIS

1145 FAIRFIELD WAY

HEBER, CA 92249

Customer#/Numero De Cliente:

Service#/Numero De Servicio: **4676171RL1**

Loan No./Numero De Prestamo: **5213180-172**

Dear Sir/Madam:

Enclosed please find a recorded Release of Mortgage/Full Reconveyance document that has been filed with the County Recorder's Office.

When your lender releases your mortgage loan through a refinance, sale of property, or otherwise, your lender or servicer is required to notify the county recorder, where the property is located, that the referenced loan is now released.

The enclosed document is for your records. No additional action needs to be taken.

If you have any questions regarding this letter, please contact our customer service department at (800) 890-4096.

Sincerely,

Customer Service

T.D. Service Company

For Sun Community Federal Credit Union

Estimado Señor/Señora:

Adjunto le estamos enviando una copia del documento de ejecución de Traspaso Hipotecario, el cual ha sido registrado con la oficina del Registrador del Condado correspondiente.

Cuando la cuenta de una propiedad es cerrada a través de una transacción de refinanciamiento, compra venta, etc., es obligatorio notificar al correspondiente Registrador del Condado acerca de esta transacción.

El documento adjunto a esta carta es para uso de sus propios archivos, y no requiere ninguna intervención de parte suya.

Si tiene alguna pregunta con respecto a esta carta o documento adjunto, por favor contáctese con nuestro Departamento de Servicio al Cliente al teléfono (800) 890-4096.

Atentamente,

Servicio al Cliente

Para Sun Community Federal Credit Union

PL000142



**CALIFORNIA
RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

For Use With Single Family Residential Property — Attached or Detached
(C.A.R. Form RPA-CA, Revised 4/10)

Date October 30, 2013

1. OFFER:

- A. THIS IS AN OFFER FROM GUADALUPE SOLIS ("Buyer").
 B. THE REAL PROPERTY TO BE ACQUIRED is described as 1145 Fairfield Way, Heber, CA. 92249, Assessor's Parcel No. _____, situated in Heber, County of IMPERIAL, California, ("Property").
 C. THE PURCHASE PRICE offered is One Hundred Sixty-Four Thousand, Five Hundred (Dollars \$ 164,500.00).
 D. CLOSE OF ESCROW shall occur on DECEMBER 20, 2013 (date) (or _____ Days After Acceptance).

2. AGENCY:

- A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
 B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
 C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
 Listing Agent Prince & Associates (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller.
 Selling Agent THE FLOWERS REALTY, INC. (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 2,000.00
 (1) Buyer shall deliver deposit directly to Escrow Holder by personal check, electronic funds transfer, Other _____ within 3 business days after acceptance (or Other _____);
 OR (2) (If checked) Buyer has given the deposit by personal check (or CHASHIER CHECK) to the agent submitting the offer (or to _____), made payable to CHICAGO TITLE. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or into Broker's trust account) within 3 business days after Acceptance (or Other _____).
 B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ _____ within _____ Days After Acceptance, or _____. If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is deposited.
 C. LOAN(S):
 (1) FIRST LOAN: in the amount of \$ 156,275.00
 This loan will be conventional financing or, if checked, FHA, VA, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), Other CONV.. This loan shall be at a fixed rate not to exceed 5.000 % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
 (2) SECOND LOAN: in the amount of \$ _____. This loan will be conventional financing or, if checked, Seller (C.A.R. Form SFA), assumed financing (C.A.R. Form PAA), Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
 (3) FHAVA: For any FHA or VA loan specified above, Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or repair. Seller has no obligation to pay for repairs or satisfy lender requirements unless otherwise agreed in writing.
 D. ADDITIONAL FINANCING TERMS: _____
 E. BALANCE OF PURCHASE PRICE OR DOWN PAYMENT: in the amount of \$ 6,225.00 to be deposited with Escrow Holder within sufficient time to close escrow.
 F. PURCHASE PRICE (TOTAL): \$ 164,500.00

Buyer's Initials (GS) (_____)

Seller's Initials (_____) (_____)

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RPA-CA REVISED 4/10 (PAGE 1 OF 8)

Reviewed by _____ Date _____

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 8)

Agent: Luz Maria Garcia Phone: (760)357-7111 Fax: (760)357-1314 Prepared using zipForm® software
 Broker: The Flowers Realty, Inc. 138 E. Cole Rd. Suite 7 Calexico, CA 92231

PL000144

1145 Fairfield Way
Property Address: Heber, CA. 92249

Date: October 30, 2013

29. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by LUZ MARIA GARCIA, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, AM PM, on November 12, 2013 (date)).
Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships.
Date 10/30/2013

BUYER Heber Solis
GUADALUPE SOLIS
(Print name)

BUYER _____
(Print name)

(Address) _____
 Additional Signature Addendum attached (C.A.R. Form ASA).

30. 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 HomeSteps Addendum #1 TO CONTRACT OF SALE.
Date _____

SELLER _____
(Print name)

SELLER _____
(Print name)

(Address) _____
 Additional Signature Addendum attached (C.A.R. Form ASA).

CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) 10/30/13 at 1:25 PM 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 2.
- C. If specified in paragraph 3A(2), Agent who submitted the 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, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) THE FLOWERS REALTY, INC.
By LUZ MARIA GARCIA DRE Lic. # 01153419 Date 10/30/2013
Address 138 E. COBE BLVD. SUITE 7 City CALEXICO State CA Zip 92231
Telephone (760)357-7111 Fax (760)357-1314 E-mail theflowers2000@yahoo.com

Real Estate Broker (Listing Firm) Prince & Associates
By Robert P Prince DRE Lic. # 00525394 Date 11-5-13
Address 1503 N. Imperial Ave #101 City Heber State ca Zip 92249
Telephone (760)337-4022 Fax (760)482-1260 E-mail Robert@PrinceRealtors.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____, counter offer numbered _____, Seller's Statement of Information and Other _____, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions if any.
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 # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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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REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by
Broker or Designee RP Date 11/5/13



REVISION DATE 4/10

* Put in Buyer's Address + Phone and Sign or INITIAL at Arrow PL000145

MA GUADALUPE SOLIS

90-7529
3222

DATE 10-24-13

PAY TO THE
ORDER OF

The Flowers Realty

\$ 2,000.00

Two Thousand

DOLLARS



Security Features
marked
Circle on Back



Sun Community
FEDERAL CREDIT UNION

1068 Broadway, El Centro, CA 92243

MEMO

For deposit

Guadalupe Solis

MP

Received by: Joanna zepeda

10/24/2013

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



SUN COMMUNITY

CASHIER'S CHECK

93-541
920

FEDERAL CREDIT UNION

PO Box 4210
El Centro, CA 92244-4210

11-07-13 DATE



NO.

AMOUNT
*****2,000.00



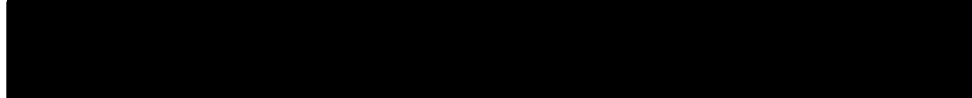
TWO THOUSAND AND .00 DOLLARS

Pay to the
Order of

CHICAGO TITLE

[Handwritten Signature]
VOID AFTER ONE YEAR
[Handwritten Signature]
AUTHORIZED SIGNATURE

PAYABLE THROUGH
FIRST INTERSTATE BANK
BILLINGS, MT



94142 / M 99881-T

Statutory Natural Hazard Disclosure Statement and Acknowledgment of Receipt



Address: 1145 FAIRFIELD WAY, HEBER, IMPERIAL COUNTY, CA 92249 ("Property"). APN: 054-604-024-000

The Transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective Transferees may rely on this information in deciding whether and on what terms to purchase the Property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the Property.

The following are representations made by the Transferor and his or her agent(s) based on their knowledge and maps drawn by the State. This information is a disclosure and is not intended to be part of any contract between the Transferee and the Transferor. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency

Yes _____ No X Do not know and information not available from local jurisdiction _____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code

Yes _____ No X Do not know and information not available from local jurisdiction _____

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of the Property is subject to the maintenance requirements of Section 51182 of the Government Code

Yes _____ No X

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code

Yes _____ No X

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes _____ No X

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code

Yes (Landslide Zone) _____ Yes (Liquefaction Zone) _____

No _____ Map not yet released by state X

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Seller _____ Date _____
(Transferor)

Signature of Seller _____ Date _____
(Transferor)

Signature of Agent _____ Date 11-5-13

Signature of Agent _____ Date 11/5/13

Check only one of the following

Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the Transferor(s) and agent(s)

Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither Transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and Report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. Date 09/26/2013 Rept. No. 1407731

Transferee represents that he or she has read and understands this document. I (We) also have read and understand the additional disclosures and notices herein:

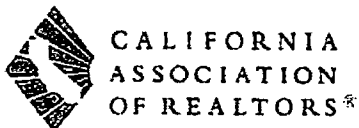
- A. Additional State-required Disclosures - Refer to Report: (1) COMMERCIAL/INDUSTRIAL USE ZONE (2) FORMER MILITARY ORDANCE SITE (3) AIRPORT INFLUENCE AREA, (4) RIGHT TO FARM NOTICE, (5) NOTICE OF MINING OPERATIONS, (6) SEX OFFENDER DATABASE (Megan's Law) (7) GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINE DATABASE, (8) SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT DISTRICT JURISDICTION (in S.F. Bay Counties only), (9) CALIFORNIA ENERGY COMMISSION ZONE REQUIREMENTS
- B. Additional City and County General Plan Hazard Disclosures as applicable - Refer to Report: Ayrans, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure, Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Sea Level, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami
- C. General Advisories - Refer to Report: Methamphetamine Contamination, Mold, Radon, Endangered Species, Abandoned Mines, Oil & Gas Wells, Tsunami Maps
- D. Additional Reports - Enclosed if ordered Refer to Report: (1) PROPERTY TAX REPORT (includes State-required NOTICES OF MELLO-ROOS & 1915 BOND ACT ASSESSMENTS and NOTICE OF SUPPLEMENTAL PROPERTY TAX BILL), (2) ENVIRONMENTAL HAZARD REPORT (3) INSURANCE CLAIMS HISTORY REPORT (CLUE Home Sellers Disclosure Report)
- E. Government Guides in Combined Booklet with report Refer to Booklet: (1) ENVIRONMENTAL HAZARDS "A Guide for Homeowners, Buyers, Landlords and Tenants", (2) EARTHQUAKE SAFETY "The Homeowner's Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM", (3) LEAD-BASED PAINT "Protect Your Family From Lead in Your Home", (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME, (5) "WHAT IS YOUR HOME ENERGY RATING?" Government Guides are also available on the Company's "Electronic Bookshelf" at <http://www.fmadiscovery.com>

NOTES: (1) This product includes the Natural Hazard Disclosure Report. Additional reports are included only if ordered. (2) Any Addenda are local disclosures and advisories (where applicable) which FANHO provides as an accommodation at the request of the local real estate board and SIGNATURES MAY BE REQUIRED. (3) The representations in this Natural Hazard Disclosure Statement do not constitute all of the Transferor's or Agent's disclosure obligations in this transaction.

Signature of Buyer: [Signature] Date 10-31-12 Signature of Buyer: _____ Date _____
(Transferee) (Transferor)

Agent Sign @ Arrow

PL000148



**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**
(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 11/12)

(If checked) This form is being provided in connection with a transaction for a leaseholder interest in a dwelling exceeding one year as per Civil Code section 2079.13(j) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. **USE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer Seller Landlord Tenant Guadalupe Solis Date 10/30/2013
GUADALUPE SOLIS

Buyer Seller Landlord Tenant _____ Date _____

Agent THE FLOWERS REALTY, INC. DRE Lic. # 01878439
Real Estate Broker (Firm)

By Luz Maria Garcia DRE Lic. # 01153419 Date 10/30/2013
(Salesperson or Broker-Associate) LUZ MARIA GARCIA

Agency Disclosure Compliance (Civil Code §2079.14):			
<ul style="list-style-type: none"> • When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant. • When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here: 			
Seller/Landlord	Date	Seller/Landlord	Date

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AD REVISED 11/12 (PAGE 1 OF 2)

Reviewed by RP Date 11/6/13



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Agent: Luz Maria Garcia Phone: (760)357-7111 Fax: (760)357-1314 Prepared using zipForm® software
 Broker: The Flowers Realty, Inc. 138 E. Cole Rd. Suite 7 Calexico, CA 92231

Agent Sign & return



**AGREEMENT OF PURCHASER
(Primary or Secondary Residence of Owner Occupant)**

In addition to the representations in section 21 of Addendum #1 of the Contract of Sale dated 10-30, 2013, between the Federal Home Loan Mortgage Corporation (Seller, sometimes described as Freddie Mac or HomeSteps) and Purchaser and any and all other contractual documents, for the property located at 1145 Fair Field, Heber
CA 97249 ("Property"), I certify, agree, represent and acknowledge that:

1. All of the information provided in this Agreement of Purchaser and any supporting documents requested by Seller and provided to Seller by me are true and accurate.
2. I understand that Seller will rely upon the information provided by me in determining whether to complete the sale of the Property to me.
3. I will occupy the Property as either (a) my primary residence as soon as possible, but no later than 60 days after the date of Closing or (b) a second home. Second home means a property which is occupied by me during part of the year and kept available for my exclusive use and enjoyment at all times, and is not subject to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires me to either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.
4. I will not re-sell, convey or otherwise grant any interest in the Property or rent the Property in whole or in part to a third party within one year after the date of Closing of the sale under the Contract of Sale.
5. In the event that I sell the Property or rent the Property in whole or in part to another party within one year after the date of Closing, I agree to pay Seller as liquidated damages the greater of either \$10,000 or (a) any gains that accrue to me as the result of said transaction, represented as the positive difference between the total sales price listed in the above-referenced Contract of Sale and the sales price at which the Property is resold or (b) the total rent(s) to be paid or paid by the tenant of the Property over the course of the tenancy as shown in the lease agreement I agree to provide Seller any documents related to these amounts, including but not limited to, the sales contract or lease agreement, upon request. I also understand that, notwithstanding the preceding, Seller may elect to receive the lesser of these figures, but if and only if Seller determines, *in its sole discretion*, that I executed this agreement in good faith.
6. I agree and understand that if Seller determines that I made any misrepresentations in the Contract of Sale, Addendum #1, this Agreement of Purchaser or otherwise, Seller may refuse to enter into any future transactions with me for the purchase, sale or financing of real property and may place my name on Seller's Exclusionary List in order to accomplish this purpose.
7. I agree and understand that any misstatement or misrepresentation in this Agreement of Purchaser will constitute a breach by me of the Contract of Sale, and will permit Seller the right to cancel the Contract of Sale and to exercise any remedies available under the Contract of Sale and applicable law or equity.

GS



Commission Disbursement Authorization

FHLMC Loan #
376882422
Closing Attorney/Escrow Name
SANDY MENDOZA
Property Address
1145 FAIRFIELD, HEBER, CA, 92249
Buyers Name
Guadalupe Solis

Asset ID #
1077788

Sales Price \$ 164500.00 **Approved Commission** 5.00 % or \$ 8225.00

INSTRUCTIONS TO PAY COMMISSION

Listing Broker Amount \$ 4112.50 % 2.50

Listing Broker Bonus (if applicable): \$
Company Name: PRINCE & ASSOC REALTORS INC
Address: 1503 N IMPERIAL AVE #101
City/State: EL CENTRO / CA 92243
Listing Broker Name: ROBERT PAUL PRINCE

Selling Broker Amount \$ 4112.50 % 2.50

Selling Broker Bonus (if applicable): \$
Company Name: The Flowers Realty Inc
Address: 138 E COLE Rd #7
City/State: CALEXICO CA 92231
Selling Broker Name: Luz Maria Garcia

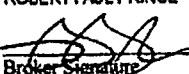
TOTAL COMMISSION (excluding incentives and/or bonuses) Amount \$8225.00

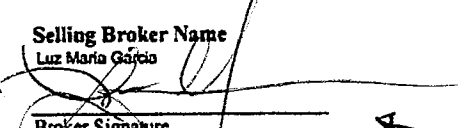
THIS COMMISSION INSTRUCTION IS IRREVOCABLE ON THE PART OF THE UNDERSIGNED.

Federal Home Loan Mortgage Corporation

Seller : _____ **Date :** _____

The above named Brokers hereby approve the above commission and/or referral fee and demand is hereby made for the same at the close of escrow.

Listing Broker Name
ROBERT PAUL PRINCE

Broker Signature
License No: 00956884

Selling Broker Name
Luz Maria Garcia

Broker Signature
License No: 01878439

AGP04005452 Lic #



Asset #:	1077788
Property Address:	1145 FAIRFIELD HEBER, CA 92249

PROPERTY CONDITION ADDENDUM AND RELEASE

This Property Condition Addendum and Release ("Addendum") is made a part of the contract of purchase and sale ("Contract") dated 10-30-, 2013, between Federal Home Loan Mortgage Corporation ("Seller") and
 Guadalupe Solis

("Buyer") for the property located at:
 1145 FAIRFIELD, HEBER, CA, 92249

("Property"), and to the extent that any provision of this Addendum conflicts in whole or in part with any provision of the Contract, the provisions of this Addendum shall control.

Buyer acknowledges that Seller, or Seller's agents, contractors or representatives, have provided Buyer the following reports or other documents ("Reports") containing information regarding the condition of the Property:

INITIALS	INSPECTION TYPE	REPORT REQUESTED DATE	DATE COMMUNICATED TO BUYER
→	Termite	9/20/13	10/30/13
→	Other noted above is NHD EnviroCheck Tax	9/20/13	10/30/13
→	Other	9/20/13	10/30/13

BCC
 PL000153

Buyer acknowledges that Seller is hereby notifying Buyer of the following steps Seller or Seller's agents, contractors or representatives have taken to remediate the contaminated drywall (if applicable):

INITIALS	DESCRIPTION OF REMEDIATION	DATE OF REMEDIATION
	NOT APPLICABLE	

Buyer acknowledges and agrees that the Reports and the disclosures provided herein have been provided for informational purposes to permit Buyer to take such further action as Buyer deems appropriate with respect to inspecting or investigating the condition of the Property. Buyer acknowledges and agrees that Seller, and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; (iii) the qualifications or competence of the persons making the Reports; or (iv) to the extent that Seller took any steps to remediate the condition, sufficiency of the attempted remediation to correct the condition(s).

Mold: If this box is checked and/or one or more of the Reports noted herein identify mold as a potential condition, Seller discloses and Buyer acknowledges that one or more of the Reports may indicate that one or more species of mold or microscopic fungi may be, or may have been, present within the dwelling or other structures or improvements located at the Property. Buyer understands and agrees that mold or microscopic fungi may pose health risks to all persons, and that children, elderly persons, and persons with immune system deficiencies, allergies or respiratory problems, may be particularly susceptible to exposure to mold and microscopic fungi.

Contaminated Drywall: If this box is checked, and/or one or more of the Reports noted herein identify contaminated drywall as a potential condition, Seller discloses and Buyer acknowledges that contaminated drywall may be, or may have been, present within the dwelling or other structures or improvements located at the Property. Buyer understands and agrees that (a) contaminated drywall (aka problem drywall) has been identified by the U.S. Consumer Product Safety Commission (CPSC) to cause potential long term corrosion effects on select gas components, fire sprinkler heads, smoke alarms, and other components, as noted from time to time by the CPSC; and (b) contaminated drywall has been alleged to pose potential health risks to all persons.

Buyer acknowledges that the Property is being purchased in its "AS IS" condition, and that Buyer has taken into account the potential condition(s) disclosed herein and the contents of the Reports in agreeing to the purchase price for the Property, and the other terms and conditions of the transaction.

In the event Buyer was provided with this Addendum or one or more of the Reports after the final execution date of the Addendum #1 To Contract of Sale (Single-Family Real Estate Disposition) ("Addendum #1"), then Buyer shall be entitled to a further inspection and cancellation period as described in paragraph 9 of Addendum #1. Buyer shall have an additional period of ten (10) calendar days from the date of this Addendum to make the inspection, and shall have an additional period of twelve (12) calendar days from the date of this Addendum to cancel the Contract, and for that limited purpose the terms of paragraph 9 of Addendum #1 are incorporated herein by reference as if fully set forth in writing except as amended to conform to the intent of this Addendum. The further inspection and cancellation period shall apply with respect only to the subject matter of the condition specified in this Addendum or the Reports, as applicable, provided to Buyer after the final execution of Addendum #1.

Buyer acknowledges and agrees that the information contained in this Addendum or the Reports shall not be considered in any way to constitute representations by Seller of the condition of the Property or whether the Property is in compliance with any applicable federal, state or local government laws or regulations. Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees and contractors, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property or Seller's, Seller's agent's, representative's, employee's or contractor's attempted remediation of the condition(s).

SELLER:

BUYER:

FEDERAL HOME LOAN
MORTGAGE CORPORATION

By: _____

By: *[Handwritten Signature]* ↙

Title: _____

By: _____

Date: _____

Date: 11-7-13 ↙

By checking this box, Buyer represents that he/she/they is/are an informed Buyer and have been notified that the Property may contain contaminated drywall. Buyer further represents that he/she/they have the capacity to remediate the contaminated drywall condition.



**HOMESTEPS™ ADDENDUM #1 TO CONTRACT OF SALE
(California Single-Family Real Estate Disposition)**

This Addendum is to be made a part of the agreement ("Contract of Sale") dated 10-30- 2013, between Federal Home Loan Mortgage Corporation ("Seller", sometimes described as "Freddie Mac" or "HomeSteps") and Guadalupe Solis ("Purchaser"), for the property located at: 1145 FAIRFIELD, HEBER, CA, 92249 (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, OR ANY OTHER ADDENDA, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. CONDITIONS OF SALE. Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the re-purchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, Seller may notify Purchaser that the Contract of Sale is canceled, the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES OR INGRESS/EGRESS RIGHTS), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

→ GS (Purchaser's Initials) **IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.**

IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. TITLE. The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The agent responsible for settling the

Seller's Initials _____

→ Buyer's Initials GS _____

transaction, disbursing funds and closing escrow ("Closing Agent") is responsible for providing or obtaining the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

3. **UNWRITTEN STATEMENTS.** Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.

4. **TIME IS OF THE ESSENCE: CLOSING.** IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO. Settlement/closing shall be held in the offices of a Closing Agent selected by Purchaser, in accordance with the provisions of paragraph 17 herein, unless otherwise required by applicable law. Closing shall occur on or before December 20, 2013, or within seven (7) calendar days of Purchaser's loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. Purchaser shall deliver the deposit in certified funds to the real estate broker listing the property for sale pursuant to a separate agreement with Seller ("Broker"). The deposit shall be held by Closing Agent in escrow in a non-interest bearing account. At closing, Purchaser must pay any amounts due by certified, bank, or cashier's checks made payable to the Closing Agent. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated. Upon such termination Seller, without further communication with Purchaser and in Seller's sole discretion, will have the right to instruct the Closing Agent to cancel the settlement and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller a per diem of \$ 50.00 per calendar day through and including the new closing date specified in the written extension. *G-S*

5. **PRORATIONS.** Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, fuel/heating oil (if applicable), real estate taxes and assessments, common area charges, co-operative fees, maintenance fees, and rents, if any. Rental payments will be prorated outside and after closing, and will not be reflected on the settlement statement. Prorated rental payments are to be returned to the tenant from whom they were received, once requested, and not returned to Purchaser. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.

6. **OCCUPANCY STATUS.** In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller does not warrant that the Property will be vacant by the date of closing and shall not be responsible for any eviction expenses incurred by Purchaser before or after closing. Seller does not warrant that the current tenant, if any, will continue to occupy the Property after closing or enter into a new lease agreement with Purchaser. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing.

7. **DELIVERY OF POSSESSION.** Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then

Seller's Initials _____

Buyer's Initials *Q S* _____

HomeSteps Addendum #1 to Contract of Sale (CA)
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Purchaser shall be in default of the Contract of Sale and Seller may terminate the Contract of Sale and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

8. CONDITION OF PROPERTY.

- a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY. Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the date of closing. PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to whether the Property is connected to or served by a public sewer, a water supply or legal ingress/egress access. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer, water supply or legal ingress/egress access, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.
- b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are expert in the detection or remediation of mold, mildew, fungus, high-sulfur content building materials, such as drywall, illegal or industrial chemicals and substances and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property in Section 9 of this Addendum, to inspect the Property for mold, mildew, fungus, high-sulfur content building materials, illegal or industrial chemicals and substances and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings; corrosion or deterioration of air handling equipment, electrical wiring, and other metal components; and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among other things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents shall be liable for any claims or losses that Purchaser, Purchaser's family members, Purchaser's successors and/or assigns, or persons occupying the Property as guests, tenants or licensees of Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus, high-sulfur content building materials or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.
- c. Purchaser understands and agrees that the Property may contain local or state building code violations as well as violations of condominium association, homeowners association or other community association rules, restrictions, covenants and bylaws that may or may not have resulted in fines or

Seller's Initials _____

Buyer's Initials CAF _____

HomeSteps Addendum #1 to Contract of Sale (CA)

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assessments. Seller disclaims knowledge or liability for any such violations, fines or assessments and Purchaser agrees to accept the Property with all such violations, fines or assessments except to the extent that such violations, fines or assessments would conflict with Seller's obligations regarding title under paragraph 2.

9. **INSPECTIONS AND DUE DILIGENCE RIGHT; CONTRACT CANCELLATION RIGHTS.** Seller authorizes Purchaser, at Purchaser's expense, CS (Purchaser's Initials) to make a complete inspection of the Property and conduct all desired, non-destructive tests, surveys, appraisals, investigations, examinations and inspections of the Property and title to the Property as Purchaser deems appropriate within ten (10) calendar days from the final execution date (Seller's acceptance date) of the Contract of Sale. Purchaser may obtain an appraisal or survey of the Property, order a search of title documents, homeowner's or condominium association records and other governmental and non-governmental records related to the Property, and conduct due diligence as to the insurability of the Property and types and amounts of insurance required or desired for the Property (e.g., flood, hazard, title, etc.). Purchaser should obtain all inspections and conduct all due diligence necessary to fully inform Purchaser if the Property is in a physical and legal condition materially different than when Purchaser made the offer to purchase the Property by executing the Contract of Sale.

CS (Purchaser's Initials) Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals with respect to the physical and legal status of the Property, to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. Purchaser shall provide Seller with reasonable notice of any inspections. In the event the inspection reveals material deficiencies that were not known to Purchaser at the time the Purchaser signed the Contract of Sale, Purchaser may cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser. To cancel in such event, Purchaser must, within twelve (12) calendar days from the final execution date of the Contract of Sale, provide Seller with written notice of cancellation. PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. **COMPLIANCE CERTIFICATES.** Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. **TERMITES/WOOD DESTROYING INSECTS.** Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.

a. Seller shall not repair or treat any such damage caused by termites or wood destroying insects.

b. Seller agrees to limited repairs and/or treatment of damage caused by termites or other wood destroying insects. THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED \$ 0.00 If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

12. **REPAIRS.** Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed \$ 0.00. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the deposit paid by Purchaser. PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.

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13. **INDEMNIFICATION.** Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing.

14. **FINANCING.** The type of financing shall be as follows (check paragraph a, b, or c below as applicable):

a. () Purchaser shall apply for HomeSteps Financing from a participating lender in the form of a first mortgage secured by the Property in the amount of \$ 156,715 which amortizes over a period of 30 years at the prevailing interest rate at time of loan application. Under this financing, Purchaser will not be required to obtain mortgage insurance so long as the sale closes on or before the date specified in Section 4 of this Addendum. HomeSteps Financing may not be available in all markets, so please check with your agent and your lender regarding availability before making this selection.

b. () Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of \$ 156,275. Purchaser agrees to accept a prevailing rate of interest at the time of closing. Also check one of the following as applicable:

() Conventional, () FHA, () VA,

() Other _____

c. () Purchaser shall pay ALL CASH at closing, with no financing involved in this transaction.

15. **APPLICATION FOR FINANCING.** If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. **NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE.** Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. **CLOSING COSTS/CONCESSIONS/ESCROW AGENT.**

a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.

b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any FHA/VA non-allowable), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed \$ 0.00. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non-allowable, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey, and appraisal. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any

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event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.

c. The parties agree to the following with respect to the selection of a Closing Agent and title insurance agent:

1. Seller hereby notifies Purchaser that Purchaser has the right to make an independent selection of the Closing Agent and title insurance agent used in connection with the sale of the Property.
2. If Purchaser agrees to use the Closing Agent recommended by Seller, then Seller agrees to pay for an owner's policy of title insurance from a title insurance agent of Seller's choosing. Seller will not be obligated to pay any portion of the cost of an owner's policy of title insurance if the Purchaser does not select the Closing Agent recommended by Seller.
3. Purchaser acknowledges that Purchaser is not required by Seller to purchase either an owner's or lender's policy of title insurance. However, the lender, if any, from which Purchaser obtains a mortgage, may impose a requirement to purchase a lender's policy of title insurance upon Purchaser. Purchaser agrees it will contact its lender, if any, for more information if Purchaser has any questions regarding the obligation to purchase a lender's policy of title insurance.
4. Purchaser acknowledges the notice and information provided in this section 17,c,3 and makes the following selection (Purchaser must choose one):

Selection of a Closing Agent not recommended by Seller. Purchaser selects the following company to act as Closing Agent:
 → G-5 CHICAGO TITLE CO, EL CENTRO. The Purchaser will be responsible for payment of the owner's policy of title insurance, if any.

Selection of a company recommended by Seller. Purchaser selects the following company, which has been recommended by Seller, to be the Closing Agent in connection with Purchaser's purchase of the Property:
 _____ The Seller will pay for the owner's policy of title insurance. Purchaser shall be responsible to purchase and pay for a lender's policy of title insurance if Purchaser so chooses or is required to purchase one.

18. TRANSFER TAXES/TAX STAMPS. Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C 1452(e)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. DEFAULT/REMEDIES. In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event that Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one

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thousand dollars (\$1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. ASSIGNMENT. Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of the Contract of Sale.

21. PURCHASER'S REPRESENTATIONS.

Purchaser represents that:

- a. Purchaser intends does not intend to occupy the Property as Purchaser's primary residence.
- b. Purchaser is is not related by blood or marriage to the previous owner of the Property.
- c. Purchaser is is not currently a HomeSteps Supplier, which includes employees, (as defined in "HomeSteps' Supplier Code of Conduct") approved to perform paid services for HomeSteps or a family member of a HomeSteps Supplier .
- d. **FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES.** Purchaser or a member of Purchaser's immediate household is is not an employee of Freddie Mac. (An immediate household member means a member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)
- e. If Purchaser is a HomeSteps Supplier, or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance (including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities. Purchaser further represents that Purchaser has disclosed to HomeSteps that it is a Supplier and/or family member of a HomeSteps Supplier, and obtained written consent, which may or may not be provided in HomeSteps' sole discretion, to purchase the Property.

PURCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT OF SALE.

22. ACCEPTANCE OF DEED/MERGER. The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the deed and shall be a bar against any action by the Purchaser against the Seller for any claim based upon the Contract of Sale.

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23. REAL ESTATE COMMISSION. The real estate commission shall be paid to the Broker pursuant to the terms of a separate agreement between Broker and Seller as follows (check either paragraph a or b below):

a. The real estate commission due the Broker, subject to any existing referral agreement, shall be 5.00 % of the contract sale price. OR

b. The real estate commission due the Broker, subject to any existing referral agreement, shall be the minimum flat fee of \$_____.

The Closing Agent is authorized and directed to pay Broker's fee, subject to any existing referral agreement, from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. HOMEOWNERS ASSOCIATION ASSESSMENTS. Seller shall not be responsible for any homeowners' or condominium association assessments that accrued prior to the date Seller acquired the Property.

25. NOTICES. Any notices required to be given hereunder shall be deemed delivered when actually received when delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular business hours (Monday through Friday from 9:00 am to 5:00 p.m. recipient's local time). Fax transmissions and e-mail received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's Broker. All notices to Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's Broker.

26. KEYS. Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and its suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. ATTORNEY REVIEW. Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding the Contract of Sale and all addenda, including this Addendum. Accordingly, the Parties agree that the terms of the Contract of Sale and this Addendum are not to be construed against any party because that party drafted the document or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Contract of Sale or this Addendum.

28. SEVERABILITY. The invalidity or unenforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.

29. ALTERNATIVE DISPUTE RESOLUTION. In the event that the Contract of Sale to which this Addendum is made a part contains a form of alternative dispute resolution other than through resort to legal action, if that form of alternative dispute resolution seeks to impose a binding method of resolution or settlement then Purchaser and Seller agree that such alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. LEGAL FEES. In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.

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31. ADDITIONAL CONDITIONS.

Home Warranty incentive is approved, not to exceed \$500. No credits will be given for any unused amount.

32. ESCROW INSTRUCTIONS. This Addendum contains the escrow instructions of Purchaser and Seller to Escrow Holder. Notwithstanding Section 28.A of the Contract of Sale, this Addendum constitutes the general escrow instructions. No further general escrow instructions shall be required.

- a. Purchaser shall deliver to Escrow Holder any instruments and/or funds required from Purchaser to enable Escrow Holder to complete close of escrow. The deposit shall be delivered to Escrow Holder. The increased deposit, if any, shall be delivered to Escrow Holder upon the date specified in the Contract of Sale. The down payment and any other funds necessary to close shall be delivered to Escrow Holder prior to close of escrow. Seller shall deliver to Escrow Holder any instruments and/or funds required from Seller to enable to Escrow Holder to close.
- b. Purchaser and Seller agree to the reasonable and customary charges by Escrow Holder for expenses, such as messenger and delivery charges.
- c. Escrow Holder is authorized to furnish copies of this agreement and any other documents to the parties' broker, agent, attorney or lender.
- d. All funds received by Escrow Holder shall be deposited with other escrow funds in a general escrow trust account or accounts of Escrow Holder, with any state or national bank or federally insured savings and loan, and may be transferred to any other such general escrow trust account or accounts. All disbursements shall be made by check or wire of Escrow Holder. Escrow Holder shall not be responsible for any delay in closing if funds received by escrow are not available for immediate withdrawal. Purchaser and Seller acknowledge that funds deposited into escrow are held in a non-interest bearing escrow trust account.
- e. Escrow Holder does not guarantee the sufficiency, validity or enforceability of any documents. Escrow Holder has no duty to verify the signatures of any party or third party. Escrow Holder duties shall be limited to the safekeeping of the money and documents received by Escrow Holder, and for the disposition of the same in accordance with this agreement. Escrow Holder shall not be liable for any claims, demands, losses

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or damages made, claimed or suffered by Purchaser or Seller arising from acts conducted in accordance with this agreement.

- f. If Purchaser or Seller elects to wire funds to escrow, Purchaser or Seller must contact Escrow Holder regarding wiring information and instructions. The parties authorize Escrow Holder to release funds to the designated title insurance company, for payment of demands and costs, or clearance of funds to pay same, prior to the recordation of the documents, if necessary or required to effect the closing.
- g. If there is no written communication by Purchaser or Seller to Escrow Holder within the three-month period after the date set for close of escrow or written extension thereof, Escrow Holder's obligations shall terminate at Escrow Holder's option and all documents, monies or other items held by Escrow Holder shall be returned to the respective parties depositing same, less fees and charges as herein provided.
- h. Upon receipt of any conflicting or unilateral instructions, Escrow Holder will no longer be obligated to take any further action in connection with escrow until further concurring instructions are received from the parties. Escrow Holder is authorized to hold all money and documents in this escrow and take no further action until otherwise directed, either by the parties' mutual written instructions or by final order of a court of competent jurisdiction. Escrow Holder may return lender's papers and/or funds upon lender's demand. (Funds deposited in trust accounts or in escrow are not released automatically in the event of a dispute. Escrow Holder reserves the right to release funds only upon the written agreement of the parties or final, binding judicial decision.)
- i. In the event of the failure of Purchaser or Seller to pay fees or expenses due from Purchaser or Seller to Escrow Holder, Purchaser or Seller, respectively, agree to pay a reasonable fee for Escrow Holder's attorney services which may be required to collect such fees or expenses.
- j. Purchaser and Seller agree that Escrow Holder is not authorized to give legal or tax advice. If Purchaser or Seller desire legal advice, Purchaser or Seller should consult an attorney.
- k. Any funds abandoned or remaining unclaimed, after good faith efforts have been made by the Escrow Holder to return same to the party entitled thereto, shall be irrevocably assessed a reasonable "hold open" custodian fee each month. Purchaser and Seller agree that escrow holder may close the escrow file when all funds on deposit have been disbursed.
- l. In the event of cancellation of this agreement, the fees and charges due Escrow Holder, including expenditures incurred or authorized, shall be paid by the respective responsible party unless otherwise specifically agreed to or determined by a court of competent jurisdiction. Escrow Holder is irrevocably authorized to assess a cancellation fee and to return documents and monies to the respective parties depositing same or for whose benefit an unconditional deposit was made, and to void executed instruments.
- m. The parties agree that Escrow Holder has the absolute right at Escrow Holder's election to file an action in interpleader in a court of competent jurisdiction requiring the Purchaser and Seller to answer and litigate their claims and rights among themselves, and Escrow Holder is authorized to deposit with the clerk of the court all documents and funds held in escrow. In the event such action is filed, the Purchaser and Seller jointly and severally agree to pay Escrow Holder's costs, expenses, reasonable attorney's fees which Escrow

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Holder is required to expend or incur in such interpleader action, the amount and proportion for payment, to be fixed and judgment to be rendered by the court. Upon the filing of such action, Escrow Holder shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this agreement. If either Purchaser or Seller cause an action to be brought against Escrow Holder, then such party shall indemnify Escrow Holder for reasonable fees and costs in the event the action is unsuccessful against Escrow Holder.

- n. Holder is authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this agreement, without liability and without further notice to parties after close of escrow or cancellation in accordance with Escrow Holder's usual and customary practice or as required by law.
- o. Purchaser and Seller acknowledge that Escrow Holder has not agreed to arbitration for resolution of any dispute between the Escrow Holder and the parties.

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL

SELLER:

FEDERAL HOME LOAN MORTGAGE CORPORATION

BY: _____

TITLE: _____

DATE: _____

PURCHASER(S)

BY: Guadalupe Solis ↙

TITLE: Guadalupe Solis' buyer's

DATE: 11-7-13 ↙

Seller's Initials _____

Buyer's Initials GS _____