

**ADDENDUM TO PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

The following terms and conditions are hereby incorporated in and made a part of the California Residential Purchase Agreement and Joint Escrow Instructions (the "Agreement"), dated _____, 2021, on the property known as 5597 Acoma Trail, Yucca Valley, California 92284 and the adjacent lot located at APN: 0596-291-01-0000 (the "Real Property") in which _____, is the Buyer (the "Buyer"). Lee A. Gutierrez and Ronald J. Gutierrez, II, as Trustees of the GUTIERREZ FAMILY TRUST dated October 2, 1995, as amended and restated on November 15, 2011 (the "Trust") is identified as the Seller (the "Seller").

1. The Buyer is informed that the owner of the Real Property is the Trust. The Real Property is being sold by Lee A. Gutierrez and Ronald J. Gutierrez, II, in their capacity as Trustees of the Trust. The Trustees, unlike other residential property sellers, do not currently and have not previously resided in the Real Property, and therefore may not be familiar with the condition of the Real Property.

2. The Seller is selling the Real Property in an "AS IS" condition without any warranties whatsoever, whether expressed or implied, and regardless of any warranty or disclosure requirements of local law. Therefore, the Seller encourages and recommends that the Buyer obtain the services of a professional inspector, architect, contractor, engineer and/or other experts, so that the Buyer will be made fully aware of any defects whether obvious or not.

3. The Buyer acknowledges and agrees as follows:

3.1. That the recommended inspections by Buyer will take place within ten (10) calendar days of executing the Agreement, unless a shorter time period is provided in Paragraph 14(B)(1) of the Agreement.

3.2. That the Seller will not incur any expenses for such property inspection nor for any repairs or work recommended by such inspection or inspectors, unless specifically agreed to by Seller in the Agreement. Buyer will be responsible for any damage caused by the inspections as further provided in Paragraph 12(D) of the Agreement.

3.3. Buyer shall have the right to terminate Buyer's offer to purchase by delivering to Seller or Seller's authorized agent a signed written notice of termination specifying those unacceptable conditions concerning the Real Property disclosed by Buyer's inspections within ten (10) days, unless a shorter time period is provided in the Agreement.

4. Buyer further agrees:

4.1. That in the event Buyer does not timely deliver to Seller a written notice of termination, Buyer has examined and inspected the Real Property, together with all of its Components, (defined as including but not limited to electrical, plumbing, heating/cooling systems, appliances, fixtures, foundations, fences, improvements, structures and grading) and accepts the Real Property and it's components in their present "AS IS" condition.

4.2. That Seller, the Trust, and the Trustee, make no warranties, expressed or implied, of or about the Real Property or its Components.

4.3. That Seller, the Trust, and the Trustee, do not warrant that Real Property, its components, or any additions or alterations, conform to local building codes.

4.4. That Buyer acknowledges and assumes the responsibility to correct any existing building code violations and to respond to any proceedings based on such violations;

4.5. That Buyer assumes responsibility for vandalism or any other casualty occurring after occupancy of the Real Property by Buyer or close of escrow, whichever first occurs.

4.6. That Seller, the Trust, and the Trustee, make no warranty that Buyer's intended use of the Real Property will be in conformity with existing or recorded conditions, covenants and restrictions, easements and zoning.

4.7. That Seller, the Trust, and the Trustee, make no warranty that any structures and fixtures, including fences, are within the lot lines of the Real Property.

4.8. That Seller, the Trust, and the Trustee, make no warranty as to the square footage or dimensions of the Real Property or as to the gross amount of land contained.

4.9. Buyer hereby waives, discharges and releases the Seller, the Trust; any other sub-trusts(s) created thereunder; Lee A. Gutierrez and Ronald J. Gutierrez, II, individually and as Trustees, and their agents, beneficiaries and representatives, for any liability, claim, action, cause of action, cost or expense, known or unknown, that now exists or in the future may arise out of or in connection with the foregoing, including but not limited to the physical and environmental condition of the Real Property and its Components.

5. Buyer expressly waives any of their rights granted under California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BUYER:

SELLER:

GUTIERREZ FAMILY TRUST

Name: _____

By: _____
Lee A. Gutierrez, Trustee

By: _____
Ronald J. Gutierrez, II, Trustee