

OFFER TO PURCHASE REAL PROPERTY

PUBLIC ADMINISTRATOR
COUNTY OF MARIN

Date

TO MARIN COUNTY PUBLIC ADMINISTRATOR, as Administrator of the ESTATE of,

_____, deceased

IN ACCORDANCE WITH THE NOTICE OF SALE THEREIN, the undersigned hereby bids the sum of

(\$ _____) DOLLARS cash for the real property described as follows:

Address of Property

THE UNDERSIGNED DEPOSITS HERewith ten percent (10%) of the amount of this bid (fifty dollars minimum on each bid) to guarantee that the undersigned will complete the sale if said sale of the property to the undersigned is confirmed by the Court, and in that event the deposit will be applied to the purchase price. Purchaser(s) is/are aware his/her/their deposit may be subject to provisions of Probate Code sections 10350, et seq., in the event sale is not completed in accordance with the Court's Order.

IT IS UNDERSTOOD THAT there is no responsibility upon the MARIN COUNTY PUBLIC ADMINISTRATOR, as administrator of said estate, in connection with this offer, except that if he/she accepts this offer as the highest and/or best bid received, he/she will present it to the Court for confirmation and, in the event that the sale of the property is not confirmed by the Court, said administrator is to return the deposit made by the undersigned.

RENTS, TAXES, EXPENSES OF OPERATION and maintenance, and interest on encumbrances shall be prorated to the recording of the conveyance. Escrow charges, examination of title, recording of conveyance, transfer taxes and any title insurance shall be at the expense of the undersigned. Prospective bidders are referred to the Public Administrator's NOTICE OF INTENTION TO SELL REAL PROPERTY AT PRIVATE SALE for additional particulars, if any.

IF THE COURT IS TO BE REQUESTED to allow a commission to the licensed real estate broker set forth below:

_____ Name	_____ Signature
_____ Address	_____ Real Estate License Number

The real property heretofore described is sold by the MARIN COUNTY PUBLIC ADMINISTRATOR, as Administrator of said Estate, in an "as is" condition unless otherwise provided for herein. Said Administrator, his/her deputies, agents and/or representatives have no personal knowledge regarding the condition of said real property, and Bidder and/or Bidders agree to hold harmless said Administrator from existing defects of any nature or kind with regard to said real property.

IT IS FURTHER UNDERSTOOD that Seller makes no representation or warranty whatsoever as to the physical condition of property. Buyer acknowledges that it:

- (a) has entered into this Agreement upon the basis of its own investigation of the physical condition of the property, including sub-surface conditions (including but not limited to the presence of toxic wastes and/or environmental hazards);
- (b) is acquiring the property in an "as is" condition on the closing date and assumes the risk that adverse physical conditions may not have been revealed by its investigation; and
- (c) has not relied upon statements of Seller, or Seller's employees or agents, concerning the physical condition of the property.

THIS BID IS SUBJECT TO RIGHTS OF EXISTING TENANT UNDER ANY RENT EVICTION REGULATIONS OF THE CITY, COUNTY, STATE OR FEDERAL GOVERNMENTS.

THE DEED WILL READ EXACTLY AS THE BID IS SIGNED.

_____ Bidder	_____ Bidder
_____ Address	_____ Telephone Number

NOTE: TITLE TO BE HELD AS FOLLOWS: _____

NOTICE: THE BIDDER AND/OR BIDDERS, THEIR AGENTS OR REPRESENTATIVES SHOULD BE PRESENT AT THE TIME SET FOR THE HEARING ON THE RETURN OF SALE OF REAL PROPERTY AND CONFIRMATION THEREOF.

FOR PUBLIC ADMINISTRATOR USE ONLY			
BID ACCEPTED _____	REJECTED _____	BY _____	DATE _____
DEP. STATUS _____	RETURNED TO _____	DEP. AMT _____	DATE _____

ADDENDUM OFFER TO PURCHASE REAL PROPERTY

PUBLIC ADMINISTRATOR
COUNTY OF MARIN

ACCEPTANCE BY REAL ESTATE BROKERS: The undersigned, real estate brokers, duly licensed by the State of California, having secured the Buyer, hereby accept the foregoing undertaking of the MARIN COUNTY PUBLIC ADMINISTRATOR, as administrator of the above named estate, to pay to the undersigned, from the proceeds of the sale, whatever sum may be allowed by the Superior Court of California, County of Marin. Broker or brokers or any of their agents **are/are not** (*circle one*) purchasing this property directly or indirectly. If purchasing this property directly or indirectly, brokers or their agents will not receive a commission. By their signatures hereunder, listing broker and cooperating broker agree that should this bid be overbid at the court confirmation hearing, cooperating broker shall not be entitled to any compensation for procuring this bid.

COOPERATING BROKER

By _____
Cooperating Agent's Signature

Address

Office Phone

Home Phone

City State Zip

Date

LISTING BROKER

By _____
Listing Agent's Signature

Address

Office Phone

Home Phone

City State Zip

Date