



CALIFORNIA ASSOCIATION OF REALTORS®

PROBATE LISTING AGREEMENT Under Authority of the Probate Code (C.A.R. Form PL, Revised 11/13)

1. EXCLUSIVE RIGHT TO SELL: Victoria Lynn Kubeck (Seller), the court-appointed representative of the [X] estate, [] conservatorship or [] guardianship identified by Superior Court case name as James Richard Westernberger, James R. Westenberger

Case# SCCV PB-15-1004 hereby employs and grants California Outdoor Properties ("Broker") the exclusive and irrevocable right, commencing on (date) October 16, 2015 and expiring at 11:59 P.M. on (date) April 16, 2016 ("Listing Period") (not to exceed 90 days), to sell or exchange the real property in the City of Fort Jones, County of Siskiyou, California, described as follows: 8904 Tyler Gulch Fort Jones, Ca 96032 ("Property").

2. COURT CONFIRMATION of any sale [] is required (limited authority), [X] may not be required (full authority).

3. TERMS OF SALE:

A. LIST PRICE: The listing price shall be Two Hundred Sixty-Five Thousand (\$ 265,000.00).

B. PERSONAL PROPERTY: The following items of personal property are included in the above price:

C. ADDITIONAL TERMS:

4. MULTIPLE LISTING SERVICE:

A. (1) Information about this listing [X] will, [] will not, be provided to a multiple listing service ("MLS") of Broker's selection.

(2) Broker is a participant/subscriber to Siskiyou Multiple Listing Service (MLS) and possibly others. Unless otherwise instructed in writing the Property will be listed with the MLS(s) specified above. That MLS is (or if checked [] is not) the primary MLS for the geographic area of the Property. All terms of the transaction, including sales price and financing, if applicable, (i) will be provided to the MLS in which the property is listed for publication, dissemination and use by persons and entities on terms approved by the MLS and (ii) may be provided to the MLS even if the Property is not listed with the MLS.

Seller's Initials ([X]) ([])

Reviewed by _____ Date _____



Property Address: 8904 Tyler Gulch, Fort Jones, Ca 96032Date: October 15, 2015**BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS**

WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: **(a)** real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; **(b)** Information about Seller's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; **(c)** real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials (JK) (_____)Broker's Initials (RS) (_____)

- B.** MLS rules generally provide that residential real property and vacant lot listings be submitted to the MLS within 2 days or some other period of time after all necessary signatures have been obtained on the listing agreement. Broker will not have to submit this listing to the MLS if, within that time, Broker submits to the MLS a form signed by Seller (C.A.R. Form SELM or the local equivalent form).
- C.** MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary. Seller acknowledges that for any of the below opt-out instructions to be effective, Seller must make them on a separate instruction to Broker signed by Seller (C.A.R. Form SELI or the local equivalent form). Specific information that can be excluded from the Internet as permitted by (or in accordance with) the MLS is as follows:
- (1) Property Availability:** Seller can instruct Broker to have the MLS not display the Property on the Internet.
- (2) Property Address:** Seller can instruct Broker to have the MLS not display the Property address on the Internet. Seller understands that the above opt-outs would mean consumers searching for listings on the Internet may not see the Property or Property's address in response to their search.
- (3) Feature Opt-Outs:** Seller can instruct Broker to advise the MLS that Seller does not want visitors to MLS Participant or Subscriber Websites or Electronic Displays that display the Property listing to have the features below. Seller understands **(i)** that these opt-outs apply only to Websites or Electronic Displays of MLS Participants and Subscribers who are real estate broker and agent members of the MLS; **(ii)** that other Internet sites may or may not have the features set forth herein; and **(iii)** that neither Broker nor the MLS may have the ability to control or block such features on other Internet sites.
- (a) Comment And Reviews:** The ability to write comments or reviews about the Property on those sites; or the ability to link to another site containing such comments or reviews if the link is in immediate conjunction with the Property.
- (b) Automated Estimate Of Value:** The ability to link to another site containing such automated estimate of value if the link is in immediate conjunction with the Property.

Seller's Initials (JK) (_____)

Reviewed by _____ Date _____

PL REVISED 11/13 (PAGE 2 OF 4)

PROBATE LISTING AGREEMENT (PL PAGE 2 OF 4)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

8904 Tyler Gulch



Property Address: 8904 Tyler Gulch, Fort Jones, Ca 96032

Date: October 15, 2015

5. **TITLE:** Seller warrants that title to the Property is as follows: _____

6. COMPENSATION TO BROKER:

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker. (Local court rules may establish maximum permissible amounts.)

A. Seller agrees to pay to Broker from the proceeds of the sale, as compensation for services, irrespective of agency relationships, and subject to California Probate Code, or an amount determined by the court, either 6.000 percent of the sales price, OR \$ _____, AND _____ if during the Listing period, or any extension, Broker, cooperating broker, Seller, or any other person, produces a ready, willing, and able buyer(s) whose offer to purchase the Property on any price and terms is accepted by Seller, provided the Buyer completes the transaction or is prevented from doing so by Seller. (Broker is entitled to compensation whether any escrow resulting from such offer closes during or after the expiration of the Listing Period, or any extension.)

B. Seller has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.

(1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in 6A, either 2.500 percent of the purchase price, or \$ _____ or as allowed or determined by the court.

(2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy or as allowed or determined by the court.

C. Seller warrants that Seller has no obligation to pay compensation to any other Broker regarding the transfer of the Property except: _____

If the Property is sold to anyone listed above during the time Seller is obligated to compensate another broker: (a) Broker is not entitled to compensation under this Agreement; and (b) Broker is not obligated to represent Seller with respect to such transaction.

7. **BROKER'S AND SELLER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement and is authorized to advertise and market the Property in any medium selected by Broker. Seller agrees to consider offers presented by Broker, and to act in good faith toward accomplishing the sale of the Property. Seller further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller, whether contained in any document, omitted there from, or otherwise, or from any material facts which Seller knows but fails to disclose.

8. **AGENCY RELATIONSHIPS:** Broker shall act as the agent for Seller in any resulting transaction except as specified in 6C. Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both Seller and buyer, exchange party, or one or more additional parties ("Buyer"). Broker shall, as soon as practicable, disclose to Seller any election to act as a dual agent representing both Seller and Buyer. If a Buyer is procured directly by Broker or an associate licensee in Broker's firm, Seller hereby consents to Broker acting as a dual agent for Seller and such Buyer. In the event of an exchange, Seller hereby consents to Broker collecting compensation from additional parties for services rendered, provided there is disclosure to all parties of such agency and compensation. Seller understands that Broker may have or obtain listings on other properties, and that potential buyers may consider, make offers on, or purchase through Broker, property the same as or similar to Seller's Property. Seller consents to Broker's representation of sellers and buyers of other properties before, during and after the expiration of this Agreement.

9. **DEPOSIT:** Broker is authorized to accept and hold on Seller's behalf a deposit to be applied toward the sales price.

10. **LOCKBOX:** A keysafe/lockbox is designed to hold a key to the Property to permit access to the Property by Broker, cooperating brokers, MLS participants, their authorized licensees and representatives, authorized inspectors, and accompanied prospective buyers. Broker, cooperating brokers, MLS and Association/Boards of REALTORS® are not insurers against injury, theft, loss, vandalism or damage attributed to the use of a keysafe/lockbox. Seller does (or if checked does not) authorize Broker to install a keysafe/lockbox. If Seller does not occupy the Property, Seller shall be responsible for obtaining occupant(s)' written permission for use of a keysafe/lockbox. (C.A.R. Form KLA).

Seller's Initials (RS) (_____)

Reviewed by _____ Date _____



Property Address: 8904 Tyler Gulch, Fort Jones, Ca 96032

Date: October 15, 2015

- 11. **SIGN:** (If checked:) Seller authorizes Broker to install a FOR SALE/SOLD sign on the Property.
- 12. **EQUAL HOUSING OPPORTUNITY:** The Property is offered in compliance with federal, state, and local anti-discrimination laws.
- 13. **ADDITIONAL TERMS:** Probate Advisory (C.A.R. Form PAL)

14. **ENTIRE AGREEMENT:** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in counterparts.

Seller warrants that Seller has the authority to execute this agreement.
Seller acknowledges that Seller has read and understands this Agreement, and has received a copy.

Date ^{DocuSigned by:} _____ at, California _____ 10/16/2015
 By *Victoria Lynn Kubeck* **Victoria Lynn Kubeck Vi**
B46BE0A32CF04E6...
 Court-Appointed Representative(s) of James Richard Westenberger

Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ Email graphvics@aol.com

Date _____ at, California _____
 By _____
 Court-Appointed Representative(s) of _____

Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) ^{DA2007E8E547158} California Outdoor Properties Cal BRE Lic. # 01838294
 By (Agent) *Kathy Hayden* 10/16/2015 Cal BRE Lic. # 01081339 Date _____
DocuSigned By: Kathy Hayden
Kathy Hayden

Address 1914 Fort Jones Road City Yreka State Ca. Zip 96097
 Telephone (530)643-1336 Fax _____ Email RanchRE@yahoo.com

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CALIFORNIA ASSOCIATION OF REALTORS®

PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES (C.A.R. Form PAL, Revised 4/11)

8904 Tyler Gulch

The sale of the Property described as (address) Fort Jones, Ca 96032, pursuant to the attached Probate Listing Agreement (C.A.R. Form PL) is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

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

REQUIREMENTS:

- 1. Disclosures: Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
2. Hazard Zones: Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
3. Water Heaters: The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
4. Lead-based Paint: The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
5. Carbon Monoxide Devices: The sale is not exempt from the State requirements that on or before July 1, 2011, for all existing single family dwelling units, and on or before January 1, 2013, for all other existing dwelling units, the owner must install a carbon monoxide device approved and listed by the State Fire Marshall in the dwelling unit if the dwelling unit has a fossil fuel burning heater or appliance, fireplace, or an attached garage.
6. Data Base Disclosure: The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
7. Tax Withholding: The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. Federal: For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. State: If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.

Broker's Initials () ()

Seller's Initials () ()

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Reviewed by Date



PAL REVISED 4/11 (PAGE 1 OF 2)

PROBATE ADVISORY FOR PROBATE, CONSERVATORSHIP AND GUARDIANSHIP PROPERTIES (PAL PAGE 1 OF 2)

Calif Outdoor Properties, 1914A Ft Jones Rd Yreka, CA 96097 Katherine Hayden

Phone: 530.598.5336

Fax: 530-937-6273

8904 Tyler Gulch

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Property Address: 8904 Tyler Gulch, Fort Jones, Ca 96032 Date: _____

8. Brokers:

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

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

OTHER CONSIDERATIONS:

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

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

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

4. Court Confirmation/Independent Authority:

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

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

Seller  10/16/2015 Date _____
DocuSigned by: Victoria Lynn Kubeck
1794950A72CF4166


Seller _____ Date _____

Real Estate Broker California Outdoor Properties

By  10/16/2015 Date _____
DocuSigned by: Kathy Hayden
DA2007E8EE47468...

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