

6050 Nevada Avenue #17, Woodland Hills, CA 91367

Probate Sale! All bids are due by Monday, 01/23/23. This Condo/ Co-Op unit features 3 bedrooms and 1 bathroom. This Co-Op unit must be owner occupied, no investors, no rentals. Open House Sunday, January 15th, 2023 and Sunday January 22nd, 2023 2:45- 4:15 PM. Buyers to be approved with Fountain Park Board of Directors prior close. This community is gated, with pool, Sport court small putting green, BBQ areas with tables and chairs. This Property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. This sale is subject to court confirmation and overbid. Timing of hearing is subject to the courts calendar approximately 2 months from the offer deadline date. Go to Bidkw.com and click on the property and click on viewing information for showing instructions. All offers must be submitted on the Seller's Offer to Purchase Contract with proof of funds emailed to Rhett at rwinchell@kennedywilson.com by the offer deadline date. YOU MUST INCLUDE THE PROPERTY ADDRESS, BUYER'S NAME AND OFFER PRICE IN THE SUBJECT LINE OF THE EMAIL. The Public Administrator reserves the right to accept, counter or reject all offers. Estate of Jeffrey Herman.



Rhett Winchell

President, Real Estate Sales & Marketing DRE # 00867471 |818.371.0000 rwinchell@kennedywilson.com

This package contains the Offer to Purchase Contract and detailed instructions for submitting an offer. Please follow these instructions carefully.

KENNEDY WILSON

Kennedy Wilson Real Estate Sales & Marketing | 151 S El Camino Drive, Beverly Hills, CA 90212 | DRE No 01906531



REAL PROPERTY TERMS OF SALE BY ORDER OF THE PUBLIC ADMINISTRATOR & GUARDIAN



- 1. This property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. Buyers are assuming any Notice of Violation or Substandard posted against the property prior to the sale and after. The Public Administrator/Guardian and the Auctioneer make no representations regarding the property offered for sale (i.e. square footage, zoning etc.). Bidders must rely on their own inspections and research prior to bidding. No termite clearance will be supplied for this sale.
- 2. The sale is **subject to the Public Administrator/ Guardian's approval, rejection, or counter and Probate Court Confirmation**. No pre-sale prior to the bid deadline. The court confirmation hearing will be scheduled based on the court calendar (Approximately 2 months) *Higher bids may be accepted by the court if they are made in court & they are in an amount equal to the accepted bid, plus (5%) five percent of that amount plus \$500. The court shall determine any further incremental successive overbidding amounts.*
- 3. <u>Each bidder must submit their bid on the sellers approved "Offer to Purchase" contract to Kennedy Wilson prior to the deadline</u> and the high bidder will be required to provide proof of funds and wire their 10% deposit to Kennedy Wilson within 48 hours of acceptance.

The Offer to Purchase contract will require completion of the purchase as follows.

- A. 45 day escrow shall be opened after the court hearing, by the seller at a company of seller's choice. If the 45 day escrow period has elapsed, and
 - a. the Escrow Holder is in possession of the Order Confirming Sale, and the Buyer is not in a position to close escrow, the Buyer will be charged an additional \$200 per day. Hold Open fee until the close of escrow. Should the buyer default on this sale, the procedures and remedies set forth in Probate Code Section 10350 shall apply, and
 - b. the buyer may lose his/her deposit and be subject to additional damages.
- B. Bidder's deposit will be applied to the purchase price. Balance of the purchase price to be All CASH. THE BUYER MAY OBTAIN A LOAN, HOWEVER THERE ARE NO FINANCING CONTINGENCIES.
- C. Seller will furnish a title policy through a title company of seller s choice in escrowat seller s expense.
- D. Taxes, rents, fire insurance and interest on encumbrances, if any will be prorated to close of escrow. There will be no monetary encumbrances against the property at the close of escrow.
- E. Escrowfees will be shared one half by seller, one half by buyer, each to pay own fees.
- F. Buyer to pay for and secure a (9A) Residential Property Report and a (NHD) Natural Hazard Disclosure Statement in escrow.
- G. Sale will be subject to the rights of tenants-in-possession, if any. The property will not be vacant at the close of escrow, if the property is occupied
- 4. A Real Estate Agent or Broker who (a) registers a client with the Kennedy Wilson by completing the "Broker Cooperation Agreement" will receive 50% of the total commission awarded by the Court to the Seller's broker (the total is normally 4% of the purchase price). THERE WILL BE NO EXCEPTIONS TO ANY OF THE ABOVE PROCEDURES. In the event his/ her client becomes the successful bidder, the commission will be paid at the close of escrow, in accordance with California Probate Code 10165 (C-3). A real estate licensee who buys as a principal will not be entitled to share in the commission if he or she is buying as a principal or intends to share the commission with the principal, in accordance with California Probate Code 10160.5
- 5. Bidders acknowledge they are not an employee of the Los Angeles County Treasure Tax Collector's Office, the Los Angeles County Mental Health Services Department, or of the auction company.
- **6.** All descriptions and information is derived from sources reliable, but no guarantee is expressed or implied. The Public Administrator reserves the right to postpone the sale from time to time in accordance with California Probate Code 10305. Announcements made prior to the sale will take precedence.
- 7. Everyone must follow LA City CDC guidelines. A PEAD form must be signed by all parties prior to entering the property.
- 8. Bidkw.com and the Multiple Listing Service (MLS) will be updated with the accepted "high bid" amount and minimum overbid amount 5 days following the deadline.

GENERAL INFORMATION

If escrow does not close within the 45 days, or within an extension of time granted by the seller, in accordance with California Probate Code 10350 requires the seller to ask the probate court to vacate the sale. If the court orders the sale vacated, the law requires the deposit to be held by the seller until the property has been sold again and escrow has closed. If the total amount of the final sales price, plus the amount of expenses and fees allowed by the court for vacating the first sale, is less than sales price of the vacated sale, the difference is paid from the deposit. If the difference is greater than the deposit, a lawsuit to collect the amount is usually filed. The relevant portion of Probate Code Section 10350 says: If after the confirmation, the purchaser neglects or refuses to comply with the terms of the sale, the court may vacate the order of confirmation and order a resale of the property. If the amount realized on such resale does not cover the bid and the expenses of the previous sale, the defaulting purchaser at such previous sale is liable to the estate for the deficiency.



RHETT WINCHELL Please submit all questions to rwinchell@kennedywilson.com 310.887.6225 | WWW.BIDKW.COM

Residential Specialist

Please check our website for the Auction Results & Court Confirmation Dates and Plat Maps for each property.

OFFER TO PURCHASE REAL PROPERTY

			тот	AL DE	POSIT \$
Hall of Records 320 W. Temple Street – 9 th Floor			Data		lanuam, 25 2022
Los Angeles, California 90012			Date	e: <u>J</u>	January 25, 2023
To the County of Los Angeles Estate of JEFFREY GREG HERM					as Administrator of the herein, the undersigned
hereby bids the sum of					Dollars and NO/100s
(\$) Cash for the	ne real prope	rty described as follow	s, to wit:		
PLEASE	SEE LEGA	L DESCRIPTION ON A	ATTACHED EXHIB	IT	
I(we) understand this offer creates not as Administrator } of said estate (horeceived, he will present it to the Court, said Administrator shall return	ereinafter Se ourt for confi	eller), except that if he rmation. In the event	e accepts this offer the sale of the pro	r as the	e highest and best bid
I(we) understand a forty five-day es In the event that the 45 day escrow pale", and the Buyer is not in a post Open" fee until the close of escrow. close of this escrow for up to twenty related documentation necessary to Holder's or Buyer's receipt of a copy	period has el sition to clos The escrow one (21) Da close this t	apsed, and the Escrow e escrow, the Buyer w period to be 45-days or ys as may be needed ransaction; OR escrow	 Holder is in posse vill be charged an the parties hereto in order to accomr shall close withir 	ession o additior agree t nodate	of the "Order Confirming hal \$200 per day "Hold to extend the scheduled receipt of any/all Court
(Applies only If Checked) Checked) NOTE: This is a "Short Sale", subject to Lender's approval. If checked, I(we) acknowledge this sale may require up to six (6) months to confirm in court, subject to overbidding. I further certify by initialing to the right that I have received a copy of the CAR Purchase Agreement Addendum. Buyers' Initials:					
I further deposit herewith the greater minimum, to guarantee that I will conthat event, the deposit will be applied me at closing. Per Probate Code § purchase or to close escrow. I all refusal to close. If the Court confirm	mplete this p d to the purc 10350, I un so understa	urchase if the sale of nase price and any clo derstand my deposit nd I may be liable fo	the property to me sing costs, and the may be forfeited r additional dama	is conf differe if I fail ges ca	firmed by the Court. In nce, if any, refunded to or refuse to fund this used by my failure or
The Seller agrees to secure a Policy of Title Insurance at no cost to the Buyer. Each party will pay one half of the escrow charges. Sales will be subject to the rights of tenants-in-possession. Taxes, rents, fire insurance, and interest on encumbrances shall be pro-rated to close of escrow. No termite clearance will be provided by the Seller.					
If the Court is requested to fix a comm	mission to be	allowed a licensed rea	l estate broker, the	followi	ng will be given:
		KENNEDY-WILSON RIVE, BEVERLY HILLS 387-6400 License No			
I, nor anyone in my family is employ Health, County Counsel or Kennedy-		os Angeles County Tre	easurer and Tax Co	ollector	, Department of Mental
<u>THE</u>	DEED WILL	READ EXACTLY AS E	BID IS SIGNED - P	RINT C	LEARLY
NOTE: Show marital status in Vesting instructions. If married, show whether property is to be the separate property	Bidder Signatures:				
of one spouse, or if it is to be deeded to both. If both, show whether they take as "joint tenants" or "tenants in common". If bidder is married, both	Vesting:				
husband and wife should sign.	Bidder's				
SEE EXHIBIT "A"	Address:				
	Bidder's Telephone:				
	Bidder's				

E-Mail Address: Estate of JEFFREY GREG HERMAN aka JEFFREY HERMAN, JEFF HERMAN, Deceased Probate No. 22STPB10131

Estate Account No. 0050814-D

Inventory# R001

ATTACHMENT LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Los Angeles, in the County of Los Angeles, State of California, and is described as follows:

Unit 6050-17, Nevada Avenue, as shown on that certain plan entitled "Fountain Park Cooperative" to that certain memorandum of lease recorded on December 16, 2003, as Instrument No. 2003-3787156, of official records, being situated on the following described real property:

Lot 1 of Tract No. 23627, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 806 Pages 28 to 30 of maps, in the Office of the County Recorder of said county.

Except therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet from the surface of said property, but with no right of surface entry as provided in Deed recorded October 16, 1962, as Instrument No. 2579 in Book D-1790, Page 93 and in June 11, 1965, as Instrument No. 914 in Book D-2936, Page 840 of official records.

Assessor's Parcel No.:2146-025-001

Commonly known as: 6050 Nevada Avenue #17, Woodland Hills, California. Said real property is sold "as is, where is, with no warranty expressed or implied. Buyer is assuming any "Notice of Violations or Substandard" posted against the property prior to the sale and after. Buyer accepts the responsibility of retrofitting the above mentioned property and understands that buyer will be required to retrofit the property and file required certificates of compliance including but not limited to seismic gas shutoff valve, ultra low flow toilet, water heater strapping, carbon monoxide detector, and smoke detector. No termite clearance."



CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS

(Civil Code Section 2079.17)

The following real estate relationships are hereby confirmed, as of the dates set forth below, in connection with the transaction involving the real property located at:

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CALIFORNIA CIVIL CODE 207913 TO 2079.24 ON THE FOLLOWING PAGES 2 & 3.

The Property			
Name of Listing Agent			
Is the Agent of (Check one)	The seller/landlord exclusively	y or both the buyer/tena	ant and seller/landlord
Names of Selling/Tenant if not the same as Listing Agent Is the Agent of (check one)	The huver/tenent evaluation	or	or □ both the
	☐ The buyer/tenant exclusively	exclusively	buyer/tenant and seller/landlord
I/WE ACKNOWLEDGE RECO	IPT OF THE FOREGOING AND HER	EBY CONFIRM THE SAME.	
Signature	Print Name	Date	
\times Tenant/Buyer ☐ Landlord	Seller		
Signature	Print Name	Date	
Agent: Kennedy Wilson Auc	ion Group DRE #01830032		
Salespeerson or Broker-Assoc Signature	ate Salesperson or Broke Print Name	er – Associate Date	
DRE No:			



Auction Group

COMMISSION AGREEMENT

I AM A LICENSED REAL	L ESTATE AGENT AND HAVE THE EXCLUSIVE RIGHT TO REPRESENT , FOR THE SALE OF THE PROPERTY LOCATED AT
	, FOR THE SALE OF THE FROTERT I EOCATED AT
VQVCN" EQO O KUUQP " CEQP HKT O GF " VQ"O ["EN GUETQY "KU"ECP EGNGF" RGT O KVVGF "D["ECNKHQ EQP HKT O CVKQP" *QXGT UGNNGT IGUVC VG" KP " VJ U CTG" KP " VJ G"EQO O KURT KP EKRCNO' CU"RGT O KVDTQMGT" WP FGT"C" EQP QT" GZ RGP UGU" KP "EQP DTQMGT." FKTGEVN["QT"	CI TGG"VQ"VI G"EQO O NUNQP "CI TGGO GP V"CU'HQNNQY U*VI G"UGNNGT"Y KNN"RC["VQ"O G"QP G"J CNH'QH"VI G" RRTQXGF "D["VI G"EQWIV" *VI G" VQVCN" KU' PQTO CNN["6' "QH" VI G" RWTEJ CUG" RTÆGÆ KH" VI G" UCNG" KU' KGP V."VI G"EQO O KUUNQP "KU"VQ"DG"RCÆ "VI TQW J "GUETQY "CV"VI G"ENQUG"QH"GUETQY ØI QY GXGT."KH"VI KU' QT"F QGU'P QV"TŒGKXG"EQWIV"EQP HKTO CVKQP ."VI KU"CI TGGO GP V"KU"P WNN"CP F "XQÆ ØCF F KVKQP CNN[."CU" TP KC"RTQDC VG"EQF G"UŒ VKQP "32:87 *E *5 +"KH"O ["ENKGP V"KI"P QV"VI G"UWEEGUUHWN"DÆ F GT "C V"VI G"EQWIV" DÆ "KP "EQWIV+."K"CI TGG" VI CV"KY KNN"P QV"TŒGKXG"CP ["EQO O KUUNQP "HTQO "MGP P GF ["Y KNUQP "QT" VI G" VI VTCP UCE VKQP Ø C" TGCN" GUVC VG" NÆGP UGG" Y I Q" DW[U" CU" C" RTÆ EKRCN" Y KNN"P QV" DG" GP VKVNGF " VQ" UKQP "KH" I G" QT" UI G" KU" DW[KP I "CU" C" RTÆ EKRCN" QT" KP VGP F U" VQ" UI CTG" VI G" EQO O KUUNQP "Y KJI "VI G" VGF "D["ECNKHQTP KC" RTQDC VG" EQF G" UGE VKQP "32382ØØ VI G" GUVC VG" KU" P QV" NKCDNG" VQ" CP "CI GP V" QT" VTCE V" HQT" VI G" UCNG" QH" RTQRGT V["QT" HQT" CP [" HGG." EQO O KUUNQP ." QT" QVI GT" EQO RGP UC VKQP " PGEVKQP "Y KJI "UCNG"QH"VI G"RTQRGT V["KP "GKJI GT"QH"VI G"HQNNQY KP I "ECUGU-*C+"Y I GTG"VI G"CI GP V"QT" "KP F KTGE VN[."KU"VI G"RWTE I CUGT "QH"VI G"RTQRGT V[0*D+"Y I GTG"VI G"CI GP V"QT" DTQMGT"TGRTGUGP VKP I " QO "VI G"UCNG"KUEQP HKTO GF "I CUCP ["KP VGTGUV"KP "VI GRWTE I CUGTO"
REAL ESTATE COMPAN	VY:
AGENT'S NAME	
LICENSE#	
ADDRESS/CITY/ST/ZIP:	
TELEPHONE:	
E-MAIL:	
AGENCY DISCLOSURI	E & CONFIRMATION:
B. Listing Agen Seller. Sellin of (check one	ach acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships." The following agency are hereby confirmed for this transaction: t KENNEDY WILSON is the agent of (check one): The Seller exclusively; or both the Buyer and agency agent: (Print Firm Name) (if not the same as the Listing Agent) is the agent be): The Buyer exclusively; or both the Buyer and Seller. The Parties each acknowledge receipt of a presentation of More than One Buyer or Seller – Disclosure and Consent."
	SIGNATURE BUYER
	SIGNATURE COOPERATING BROKER/REAL ESTATE AGENT
	KENNEDY WILSON AUCTION GROUP
	DATE

OFFER TO PURCHASE REAL PROPERTY Instructions For Completing The Forms

If you are making an offer on a Probate property offered by Kennedy Wilson on behalf of the Los Angeles County Public Administrators office, use these instructions to correctly complete the OFFER TO PURCHASE REAL PROPERTY forms. NOTE: FAILURE TO FOLLOW THESE INSTRUCTIONS PRECISELY MAY RESULT IN NON-RECOGNITION OF YOUR BID.

WHEN SUBMITTING AN OFFER:

A. Use the forms attached to the brochure for the property you are making an offer on.

Your Bid Amount

- B. The brochure and forms are available at https://Bidkw.com. Go to Bidkw.com and click on the property that you wish to purchase. The brochure and offer forms are available for download on each property's page.
- C. Print out all pages.

Examples:

- D. CHECKLIST (check off the steps as completed):
- ☐ Step #1 Complete the **OFFER TO PURCHASE REAL PROPERTY** form using blue or black ink or typed text. (The 'Space #' below corresponds to the number on the attached sample form.)
 - □ Space #1: In the upper right-hand corner fill in the Total Deposit amount which is 10% of the bid amount.

FILL IN THIS AMOUNT in Total Deposit

		\$400,000	\$40,000			
		\$525,000	\$52,500			
		\$750,000	\$75,000			
	Space #2: Write out the	ne bid amount. Example: fo	r a bid of \$400,000 write " FOUR HUNDRED THOUSAND "			
	Space #3: Write out the	ne bid amount in numbers.	Example: For a bid of \$400,000 write " <u>400,000</u> "			
	Space #4: All parties taking title must sign the form. Signatures obtained via DocuSign are accepted.					
	Space #5: Write in the vesting. If unsure, please consult with your attorney or CPA.					
	Space #6: Write in the purchaser's mailing address.					
	Space #7: Write in the	e purchaser's phone numbe	r.			
	Space #8: Write in the	e purchaser's email address.				
	EXHIBIT "A" IS FOR IN	TERNAL USE ONLY. Do not s	submit an Exhibit "A" with the offer. Prior to the confirmation			
	hearing the Administr	ator will prepare the Petitic	on along with an Exhibit "A" and file with the Court.			
	Step #2 – Complete a	nd sign all additional forms	such as any disclosures, confirmation of real estate agency			
	relationships, commis	sion agreements, etc. Signa	tures obtained via DocuSign are accepted.			
☐ Step #3 — Obtain a copy of the purchaser's proof of funds (i.e., bank statement reflecting sufficient funds to pay the						
bid amount; note: you may black out the account number).						
Step	☐ Step #4 – Scan all completed forms and the purchaser's proof of funds into one Adobe PDF file.					

HOW TO SEND YOUR BID TO KENNEDY WILSON:

- 1. All bids must be sent via email directly from the bidder or the bidder's agent.
- 2. The subject line of the email must include the PROPERTY ADDRESS, BUYER'S NAME AND OFFER PRICE.
- 3. All emails must be sent to rwinchell@kennedywilson.com on or before the offer deadline.
- 4. All bids must be in PDF format as an attachment to the email.
- 5. The following bids **WILL NOT** be recognized:
 - Emails containing hyperlinks (including documents delivered to Kennedy Wilson via the DocuSign platform).
 - Offers not presented on the **OFFER TO PURCHASE REAL PROPERTY** found in the brochure.
 - Offers submitted **AFTER THE BID DEADLINE**.

Bidders are solely responsible for confirming the delivery and timely receipt of their properly completed offer. A bidder's failure to timely deliver its PROPERLY COMPLETED OFFER by the deadline will result in non-recognition of the offer.

NOTE: Kennedy Wilson receives multiple offers on each property. ONLY THE HIGHEST AND BEST BID WILL BE NOTIFIED WITHIN 24 TO 48 HOURS AFTER THE BID DEADLINE. If you do not receive notification that you are the highest and best bid...YOU ARE NOT THE HIGHEST AND BEST BID!

AFTER THE BID DEADLINE <u>DO NOT CALL KENNEDY WILSON</u> TO FIND OUT THE HIGHEST BID. THE HIGHEST BID WILL BE POSTED ON BIDKW.COM AND IN THE MLS AS SOON AS PRACTICAL.

OFFER TO PURCHASE REAL PROPERTY

TOTAL DEPOSIT \$ Hall of Records Auction Date: (FOR SELLER USE ONLY) 320 W. Temple Street - 9th Floor Los Angeles, California 90012 To the County of Los Angeles

Public Guardian, as Conservator ■ Public Administrator, as Administrator of the (FOR SELLER USE ONLY) and in accordance with the notice of sale therein, the undersigned Estate of hereby bids the sum of Dollars and NO/100s) Cash for the real property described as follows, to wit: PLEASE SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT I(we) understand this offer creates no obligation upon the { ☐ Public Guardian, as Conservato Public Administrator, as Administrator } of said estate (hereinafter Seller), except that if he accepts this he highest and best bid received, he will present it to the Court for confirmation. In the event the sale of not confirmed by the property Court, said Administrator shall return this deposit to me(us), the undersigned I(we) understand a forty five-day escrow shall be opened by t of Seller's choice. In the event that the 45 day escrow period has elapsed, possession of the "Order Confirming Sale", and the Buyer is not in a position to close e charged an additional \$2 per day "Hold atend the scheduled Open" fee until the close of escrow. The escrow period parties hereto agree to close of this escrow for up to twenty one receipt of any/all Court Ten (10) Days from Escrow related documentation necessary to close Holder's or Buyer's receipt of a cop (Applies NOTE: This is a 1(we) acknowledge this only If \square sale may require up to verbidding. I further certify by Buvers' Checked) se Agreement Addendum. initialing to the rig I further the purchase price, or Ten Thousand Dollars (\$10,000), minimum, to gua hase if the sale of the property to me is confirmed by the Court. In that event, the de osit will be applied to th rchase price and any closing costs, and the difference, if any, refunded to me at cloxing. Per Probate Code § 10350, I understand my deposit may be forfeited if I fail or refuse to fund this purchase or to close escrow. I also und stand I may be liable for additional damages caused by my failure or refusal to clase. If the Court confirms safe in another party who overbids me, I will receive my deposit back. The Seller agrees to secure a Policy of Title Insurance at no cost to the Buyer. Each party will pay one half of the escrow charges. Sales will be subject to the rights of tenants-in-possession. Taxes, rents, fire insurance, and interest on encumbrances shall be pro-rated to close of escrow. No termite clearance will be provided by the Seller. If the Court is requested to fix a commission to be allowed a licensed real estate broker, the following will be given: KENNEDY-WILSON 151 S. EL CAMINO DRIVE, BEVERLY HILLS, CALIFORNIA 90212 Telephone No.: 310-887-6400 License No.: CalBRE 01830032 I, nor anyone in my family is employed by the Los Angeles County Treasurer and Tax Collector, Department of Mental Health, County Counsel or Kennedy-Wilson, Inc. THE DEED WILL READ EXACTLY AS BID IS SIGNED - PRINT CLEARLY NOTE: Show marital status in Vesting Bidder instructions. If married, show whether Signatures: property is to be the separate property of one spouse, or if it is to be deeded Vestina: to both. If both, show whether they take as "joint tenants" or "tenants in common". If bidder is married, both husband and wife should sign. Ridder's Address: SEE EXHIBIT "A" NOTE: Exhibit "A" is for internal use Bidder's only. See attached instructions. Telephone: Bidder's

E-Mail

Address:

Form Rev. 10-09