

## **PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT (hereinafter called the "Contract") is entered into by and between Max Net Homes, Inc. a company and/or assignee, with an address 5018 Sepulveda Blvd, Torrance, CA 90505 and Telephone (415) 596-2729 (hereinafter called the "Buyer"); and

SELLER: Ronald H. Carpenter & Lola Carpenter

Mailing Address: 17136 Anne Freda Street, Canyon Country, CA 91387

Phone: 661-219-3756

Email: rcarpenter@socal.rr.com (hereinafter called the "Seller", whether one or more).

**1. PROPERTY:** Seller hereby agrees to sell and Buyer hereby agrees to buy the real property described below as 19017 Drycliff Street, Santa Clarita, CA 91351 (the "Property").

**2. PURCHASE PRICE:** The total purchase price to be paid by the Buyer will be \$450,000.00

**3. DEPOSIT:** Escrow Company of Buyer's choice shall hold the Buyer's Earnest Money Deposit for consideration in the amount of \$10,000, due after the inspection period. The deposit will be part of the cash paid to the seller when title transfers. The deposit will be returned to the Buyer if the Seller cannot provide a clear title.

**4. CLOSING:** Closing will take place on or about 30 days after acceptance of this agreement. Escrow, title and/or closing agent shall be selected by the Buyer. Seller agrees to convey clear title by a general warranty deed, free of any liens, judgments or any other encumbrances. Taxes will be prorated at closing. If the process of clearing title requires more than thirty (30) days, the Closing Date shall be automatically extended as necessary to allow sufficient time for title to be cleared.

At closing, the Buyer shall pay for all costs associated with transferring title.

At closing, the Seller shall pay for no costs associated with transferring title.

**5. EXECUTION IN COUNTERPARTS:** This agreement may be executed in counterparts and by facsimile signatures. This agreement shall become effective as of the date of the last signature and will be considered binding.

**6. INSPECTION:** This agreement is subject to the final inspection and approval of the property by the Buyer and/or their inspection, contractor or partners in writing on or before 5 days after the acceptance of this Agreement.

Buyer's Initials PW / SM

Seller's Initials RHC / LC

**7. ACCESS & POSSESSION:** Buyer does not intend to occupy the property as a primary residence. Possession and all pertinent keys to the property shall be delivered to the buyer on the date of closing and tenant(s) shall not remain in possession thereafter unless agreed upon by all parties.

**8. AGENCY:** Seller acknowledges that the Seller has not been represented by the Buyer, or by any representative of the Buyer, including Patricia Watts, with respect to the purchase and sale of the property as contemplated by this contract. Seller agrees and understands that the buyer and buyer's representatives, including Patricia Watts, are not acting as the Seller's agent in this transaction and have been acting solely for the Buyer's own benefit. Seller agrees and understands that Patricia Watts may be a licensed real estate salesperson (and has a financial interest in the transaction other than the receipt of compensation for real estate services). Seller agrees to hold Buyer free from any and all liability regarding this property and transaction arising from any claim of agency. Seller acknowledges that the Buyer is not acting as a lender in this transaction.

**9. LEGAL:** Seller has made or shall make any and all disclosures regarding the property as required by law. This contract shall be governed by and construed and enforced under the laws of the State of California, whose courts shall have jurisdiction over any legal proceedings or actions arising out of this Contract. The parties to this agreement have both been given the opportunity to obtain separate legal counsel. In the event that a legal action is brought to enforce the terms of this agreement, the prevailing party shall be entitled to collect its costs of court, including reasonable attorney's fees.

**10. RISK OF LOSS:** If the Subject property is damaged prior to transfer of title, Buyer has the option of accepting any insurance proceeds with title to the property in "as-is" condition or of cancelling this contract and accepting the return of the deposit.

**11. ASSIGNMENT:** The agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns. Buyer may assign Buyer's rights and responsibilities under this Agreement with or without the consent of Seller.

**12. PROHIBITION:** This agreement establishes a prohibition against Seller or Buyer transfer, conveyance or encumbrance to the property

Buyer's Initials PW / SM

Seller's Initials RHC / LC

**13. SEVERABILITY:** If any provisions of this agreement are held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, and this agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this agreement, and the remaining provisions of this agreement shall remain in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance from this agreement, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

**14. EQUITABLE RELIEF:** Seller acknowledges that a breach of this Agreement by Seller would cause irreparable harm to Buyer and therefore, Seller agrees and consents to Buyer filing in a court of contempt jurisdiction any and all legal and equitable remedies available under the law, including but not limited to an action for specific performance, and that no bond or other security shall be required of buyer in obtaining such equitable relief, and seller hereby consents to the issuance of such equitable relief and to the ordering of specific performance. Buyer acknowledges that a breach of this Agreement by Buyer would cause irreparable harm to Seller and therefore, Buyer agrees and consents to Seller filing in a court of contempt jurisdiction any and all legal and equitable remedies available under the law, including, but not limited to, an action for specific performance, and that no bond or other security shall be required of Seller in obtaining such equitable relief, and Buyer hereby consents to the issuance of such equitable relief and to the ordering of specific performance.

**15. NO ORAL REPRESENTATIONS OR MODIFICATIONS:** Buyer wishes to avoid any misunderstandings concerning Buyer's purchase of the Property. The Buyer and Seller have agreed that this Contract is the only agreement for the purchase and sale of the Property herein and shall constitute a binding contract between them. Buyer agrees to buy and Seller agrees to sell solely in accordance with this Contract. The Buyer and Seller agree and warrant that there are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties that are not also in this Contract.

**16. AS-IS SALE:** Buyer acknowledges and agrees that the Property is being purchased in its present, 'AS-IS' condition, with all faults, and that Seller shall have no obligation to make any repairs, replacements, or improvements to the Property as a condition of this sale.

Buyer's Initials PW / SM

Seller's Initials RHC / LC

**AGREED AND ACCEPTED:**

SELLER(S):

Ronald H Carpenter



09/16/2025

Print Name

Signature

Date

Lola M Carpenter



09/16/2025

Print Name

Signature

Date

BUYER:

PATRICIA WATTS



09/12/2025

Print Name

Signature

Date



09/16/2025