

**Agreement**  
**Escrow Instructions for Earnest Money Deposit**

**ESCROW INSTRUCTIONS TO:**

*Fidelity National Title Company  
8525 Madison Avenue, Suite 110  
Fair Oaks, CA 95628*

*Date: \_\_\_\_\_ Escrow No: 01000382-010-PA-CDT Preliminary Report Date: July 20, 2016, Amended:  
May 10, 2019, Amendment No. 1*

*Project: Linda Creek Park Surplus Sale*

*Parcel No: APN 215-0140-014 & 016. Property Address: E Street, Rio Linda, CA; between Dry Creek Road & 16<sup>th</sup> Street*

*Owner: County of Sacramento, a political subdivision of the State of California*

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**YOU ARE HANDED HEREWITH:**

- 1. Earnest Money Deposit: \$15,000*
  - 2. Proposed Sales and Purchase Agreement (signed by Buyer only)*
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**INSTRUCTIONS FROM THE PARTIES:**

Fidelity National Title Company ("Escrow Holder") is instructed to open escrow and deposit the Earnest Money Deposit from BUYER. The Earnest Money Deposit shall be applied towards the Purchase Price upon full execution of the attached Sales and Purchase Agreement and subsequent Close of Escrow.

In the event the County of Sacramento Board of Supervisors is unwilling to authorize the execution of the Sales and Purchase Agreement, Escrow Holder shall release and remit directly to BUYER the Earnest Money Deposit. SELLER shall be responsible for all Escrow Holder's fees and costs incurred associated with this transaction.

**LIQUIDATED DAMAGES.** BUYER acknowledges and agrees that failure by BUYER to complete the transaction and close escrow will cause the SELLER to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to determine. Such costs include but are not limited to: continued property holding costs, re-marketing of the property for sale, administrative and accounting expenses, and legal fees. **In the event BUYER refuses to close escrow or fails to close escrow within 45 days of execution by the SELLER of that certain Sales and Purchase Agreement between BUYER and SELLER, then BUYER acknowledges harm to SELLER and shall remit to SELLER as liquidated damages an amount equal to the Earnest Money Deposit.** The parties agree that this amount represents a fair and reasonable estimate of the costs the SELLER will incur by reason of non-compliance by BUYER.

***All disbursements are to be made by check of: Fidelity National Title Company***

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**SELLER:**

County of Sacramento

Date: \_\_\_\_\_

By: \_\_\_\_\_

Jeffrey A. Gasaway, Director

Department of General Services

Resolution No.: \_\_\_\_\_

Dated: \_\_\_\_\_

Address: County of Sacramento

Real Estate Division

Attn: Asset Management Section

3711 Branch Center Road

Sacramento, CA 95827

**BUYER:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_

Paul Avila, Escrow Officer

Fidelity National Title Company

8525 Madison Avenue, Suite 110

Fair Oaks, CA 95628

Phone: (916) 876-6200  
Fax: (916) 876-6391

Phone: (916) 646-6057  
Fax: (916) 244-2697