

RED File No: SALE C-_____
OWNER: County of Sacramento (DGS)
APNs: 215-0140-014 & 016
Project: Linda Creek Park Surplus Sale

SALES AND PURCHASE AGREEMENT

This Sales and Purchase Agreement, (hereinafter referred to as "**Agreement**"), dated for convenience as of the ____ day of _____, 20____, (hereinafter referred to as "**Agreement Date**"), is made by and between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California (hereinafter referred to as "**COUNTY**"), and _____ (hereinafter referred to as "**BUYER**"), in consideration of the mutual covenants and agreements herein contained, and is subject to the conditions set forth below, and is made with reference to the following facts:

RECITALS

- A. COUNTY is the owner of fee title to that certain real property located at south of E Street between Dry Creek Road and 16th Street, Rio Linda, California 95692, also known as Assessor's Parcel Numbers (APNs) 215-0140-014 and 215-0140-016, consisting of approximately 4.86 acres of land, together with all improvements, fixtures and personal property thereon, and all rights, hereditaments, easements, appurtenances thereto belonging or otherwise appertaining, all of which is more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**, which are attached hereto and incorporated herein by reference (hereinafter referred to as the "**Property**"); and
- B. On September 24, 2019, the Board of Supervisors (hereinafter referred to as the "**Board**") adopted Resolution No. 2019-0648, declaring the Property as surplus to COUNTY needs, authorizing the Director of the Department of General Services (hereinafter referred to as the "**Director**") of the COUNTY to offer the Property for sale and accept sealed bids, and setting a time and place for the public sealed bid opening; and
- C. As a result of the Coronavirus (COVID-19) public health emergency and to comply with the emergency order for public distancing, the public sealed bid opening, previously scheduled for March 25, 2020, was postponed; and
- D. On July 28, 2020, a memorandum filed with the Board updated Resolution No. 2019-0648 changing the venue and date of the sale of the Property, and accordingly, the Property was advertised for sale on an online public auction website; and
- E. On _____, BUYER was the highest bidder, meeting or exceeding the minimum price set by the COUNTY; and

F. BUYER desires to purchase from COUNTY and COUNTY desires to sell to BUYER the Property, pursuant to the provisions of this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereto agree as follows:

1. INCORPORATION OF RECITALS.

The foregoing recitals are true and correct and are hereby incorporated by reference.

2. PURCHASE AND SALE.

COUNTY hereby agrees to sell and convey, and BUYER hereby agrees to purchase through escrow, for the purchase price and upon the terms and conditions herein stated, the Property described above.

3. PURCHASE PRICE AND EARNEST MONEY DEPOSIT.

The purchase price for the Property shall be _____ AND NO/100 DOLLARS (\$____,_____.00) (hereinafter referred to as the "**Purchase Price**"), payable in immediately available funds prior to Close of Escrow (hereinafter defined). On or before Close of Escrow, BUYER shall deposit with Escrow Holder (hereinafter defined), the Purchase Price plus Escrow Holder's estimate of BUYER's share of closing costs as described herein below.

The **Earnest Money Deposit** in the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000) that has already been deposited with Escrow Holder, accompanied by the executed Agreement to Escrow Instructions for Earnest Money Deposit between the parties, and shall apply toward the Purchase Price.

4. ESCROW INSTRUCTIONS.

A fully executed copy of this Agreement shall be deposited with Fidelity National Title Company at 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628 (hereinafter referred to as the "**Escrow Holder**") and such delivery shall constitute the opening of an escrow under Escrow Holder's file number 01000382-010-PA-CDT with respect to the sale of the Property pursuant to this Agreement. Escrow Holder shall be concerned only with the provisions of Paragraphs 3 and 4. Said escrow shall be on the following terms and conditions:

- a. Payment of the Purchase Price. Escrow Holder is instructed to apply the already deposited Earnest Money Deposit from BUYER in the amount of \$15,000 towards the Purchase Price. Prior to closing, BUYER shall cause the remainder of the Purchase Price to be deposited in escrow.

- b. Title. COUNTY shall execute and deliver to Escrow Holder a Quitclaim Deed, in substantially the same form as set forth in **Exhibit "C"**, attached hereto and incorporated herein, conveying title to the Property to BUYER. When all of the conditions to closing herein contained have been either satisfied or waived by the parties and so confirmed in writing, and escrow is ready to close, Escrow Holder shall cause the Quitclaim Deed to be recorded. Escrow Holder shall also deliver to BUYER a CLTA Owner's Policy of Title Insurance, in an amount equal to the Purchase Price, showing title to the Property vested in BUYER, subject to those exceptions previously approved by BUYER.
- c. Pro-rations. Escrow Holder is hereby instructed to segregate and pro-rate real estate taxes, assessments and similar charges as of the Close of Escrow, as hereinafter defined. Segregation and pro-rations of real estate taxes, assessments and similar charges shall be done based upon the most currently available information at the Close of Escrow. COUNTY shall be responsible for applying for any refund due for assessments or property taxes prepaid beyond the Close of Escrow.
- d. Costs of Escrow and Fees. Except as otherwise specifically provided herein, the cost of any escrow fees, the charge for preparation of escrow documents, the CLTA Policy of Title Insurance as described above, and all other costs of escrow and closing are to be shared equally by BUYER and COUNTY. Any increased costs for an ALTA Policy of Title Insurance together with the cost of any associated survey shall be paid by BUYER. COUNTY is exempt from the payment of recording fees.
- e. Close of Escrow. Upon the satisfaction or waiver of all conditions hereto, COUNTY and BUYER instruct Escrow Holder to close escrow by recording the Quitclaim Deed in the Official Records of Sacramento County and disbursing the Purchase Price to COUNTY, less any amounts payable by COUNTY hereunder (hereinafter referred to as "**Close of Escrow**"), as soon as practicable once this Agreement has been executed by all parties. Both COUNTY and BUYER agree that time is of the essence in this matter and agree to take whatever steps are reasonably necessary to ensure that all conditions of this escrow are satisfied in a timely manner.
- f. Failure to Close Escrow. Notwithstanding the foregoing, if escrow does not close as herein provided, or any extension thereof in writing, this escrow shall terminate, Escrow Holder shall return all documents, things, and refundable monies deposited in escrow, to the respective parties, less Escrow Holder's fees and costs. Escrow Holder shall remit directly to COUNTY the non-refundable Earnest Money Deposit, unless escrow does not close as a result of the COUNTY's material default hereunder, in which case, the Earnest Money Deposit shall be returned to BUYER. The parties shall release each other from any claims arising under the terms of this Agreement, except those terms expressly stated to survive such termination.

LIQUIDATED DAMAGES. BUYER acknowledges and agrees that failure by BUYER

to complete the transaction and close escrow will cause the COUNTY 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 the property for sale, administrative and accounting expenses, and legal fees. **In the event BUYER fails to close escrow within 45 days of execution of this Agreement by the COUNTY, then BUYER shall remit to COUNTY 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 COUNTY will incur by reason of non-compliance by BUYER.

g. Conditions Precedent. The Close of Escrow is expressly conditioned upon the occurrence of the following events:

(1) To BUYER's Obligation. The following shall be conditions precedent to BUYER's obligation to purchase the Property:

- i. Escrow Holder is ready to issue, as of the Close of Escrow, the title policy required by Paragraph 4.b. hereof.
- ii. COUNTY's compliance with each of its agreements herein, and the accuracy in all material respects of each of its representations and warranties as of the Close of Escrow.

(2) To COUNTY's Obligation. The following shall be conditions precedent to the COUNTY's obligation to sell the Property:

- i. BUYER's compliance with each of its agreements herein, and the accuracy in all material respects of each of its representations and warranties as of the Close of Escrow.
- ii. Approval of this Agreement and terms hereof by the COUNTY's Board of Supervisors and execution of the Agreement by a duly authorized representative of COUNTY.

h. Commission. In the event BUYER is represented by a licensed real estate broker, BUYER shall be responsible for any real estate, finders or other commission due or payable by reason of this transaction. Each party shall indemnify the other for any actions which may cause the other party to be liable for a real estate brokerage or sales commission arising here from.

i. Standard Escrow Instructions. For those escrow matters not specifically addressed herein, Escrow Holder's standard escrow instructions entitled "**General Provisions**", a copy of which is attached hereto as **Exhibit "D"**, shall be applicable. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of

this Agreement shall control.

5. CERTIFICATE OF COMPLIANCE.

Intentionally omitted.

6. RISK OF LOSS.

Risk of loss shall transfer upon Close of Escrow.

7. PRESERVATION OF PROPERTY.

COUNTY agrees that the Property herein described shall remain as it now is until Close of Escrow, and that COUNTY will prevent and refrain from any use of the Property for any purpose or in any manner which would adversely affect the value of the Property. Except as otherwise provided, COUNTY shall not transfer, lease or encumber any interest in the Property prior to the Close of Escrow.

8. AS-IS SALE.

BUYER acknowledges that, except as expressly contained in this Agreement, neither COUNTY nor anyone acting for or on behalf of the COUNTY has made any representation, warranty or promise to BUYER concerning the physical aspects or condition of the Property; the feasibility or desirability of the Property for any particular use; the conditions of soils, sub-soils, groundwater and surface waters; or the presence or absence of any other physical aspect of the Property; and that in entering into the Agreement, BUYER has not relied on any representation, statement or warranty of COUNTY or anyone acting for or on behalf of COUNTY, other than as may be expressly contained in this Agreement, and that all matters concerning the Property shall be independently verified by BUYER and that BUYER shall purchase the Property on BUYER's own examination thereof; and that if BUYER elects to acquire the Property, is purchasing the Property in its "as is" condition and its "as is" state of repair as of the Close of Escrow.

9. RIGHT OF ENTRY FOR BUYER.

Should the BUYER need access to the Property during the escrow period, a Waiver and Release or Permit-To-Enter between the parties will be required. Said Waiver and Release or Permit-To-Enter shall be in a form supplied by the COUNTY.

10. POSSESSION.

COUNTY will deliver possession of the Property to BUYER at the Close of Escrow.

11. NOTICE.

All notices or other communications required or permitted hereunder shall be in writing, and

shall be personally delivered or sent by registered or certified mail, postage prepaid, return requested, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, or (ii) if mailed, on the date of posting by the United States Post Office.

TO COUNTY: County of Sacramento
Real Estate Division
Attn: Asset Management Section
3711 Branch Center Road
Sacramento, CA 95827
Telephone: (916) 876-6200
Email: colbertm@saccounty.net

TO BUYER: Name
Address
City, State, Zip Code
Telephone: ()
Email:

TO ESCROW HOLDER: Fidelity National Title Company
8525 Madison Avenue, Suite 110
Sacramento, CA 95628
Telephone: (916) 646-6018
Fax: (916) 646-6043
Email: pavila@fnf.com

Notice of change of address shall be given by written notice in the manner described in this Paragraph.

12. MISCELLANEOUS.

- a. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or is found to be prohibited by law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable or prohibited, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- b. **Waivers.** No waiver of any breach of any covenant or provision hereof shall be deemed a waiver of any preceding or succeeding breach hereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of delay.

- c. **Entire Agreement.** This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understanding with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.
- d. **Authority of Signatories.** Each party to this Agreement warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Agreement and all related documents.
- e. **Authority of Director.** The Director of the Department of General Services shall administer this Agreement on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director, or any duly authorized officer or employee of the COUNTY acting on behalf of the Director, shall be vested with all rights, powers, and duties of COUNTY hereunder. With respect to matters hereunder subject to the approval, satisfaction, or discretion of COUNTY or the Director, the decision of the Director in such matters shall be final.
- f. **Survival of Representations.** Notwithstanding any provisions of this Agreement, the covenants, representations, warranties, hold harmless and indemnification obligations made by each party herein shall survive (1) the Close of Escrow and shall not merge into the Quitclaim Deed and the recordation thereof, and (2) the termination and/or cancellation of this Agreement.
- g. **Attorneys' Fees.** Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party shall be responsible for its own attorney's fees and costs.
- h. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
- i. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.
- j. **Time of Essence.** COUNTY and BUYER hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform.

- k. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of principal and agent, a partnership, joint venture or any other association between COUNTY and BUYER.
- l. **Construction of Agreement.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.
- m. **Duplicate Counterparts.** This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have executed the Agreement the day and year first above written as follows:

COUNTY:

BUYER:

County of Sacramento, a political
subdivision of the State of California

_____,

Date: _____

Date: _____

By: _____
Jeffrey A. Gasaway, Director
Department of General Services
Resolution No.: 20__-_____
Dated: _____

By: _____
Name: _____
Title: _____

**REVIEWED AND APPROVED
BY COUNTY COUNSEL:**

By: _____
Deon C. Merene
Deputy County Counsel

EXHIBIT "A" to Agreement Legal Description

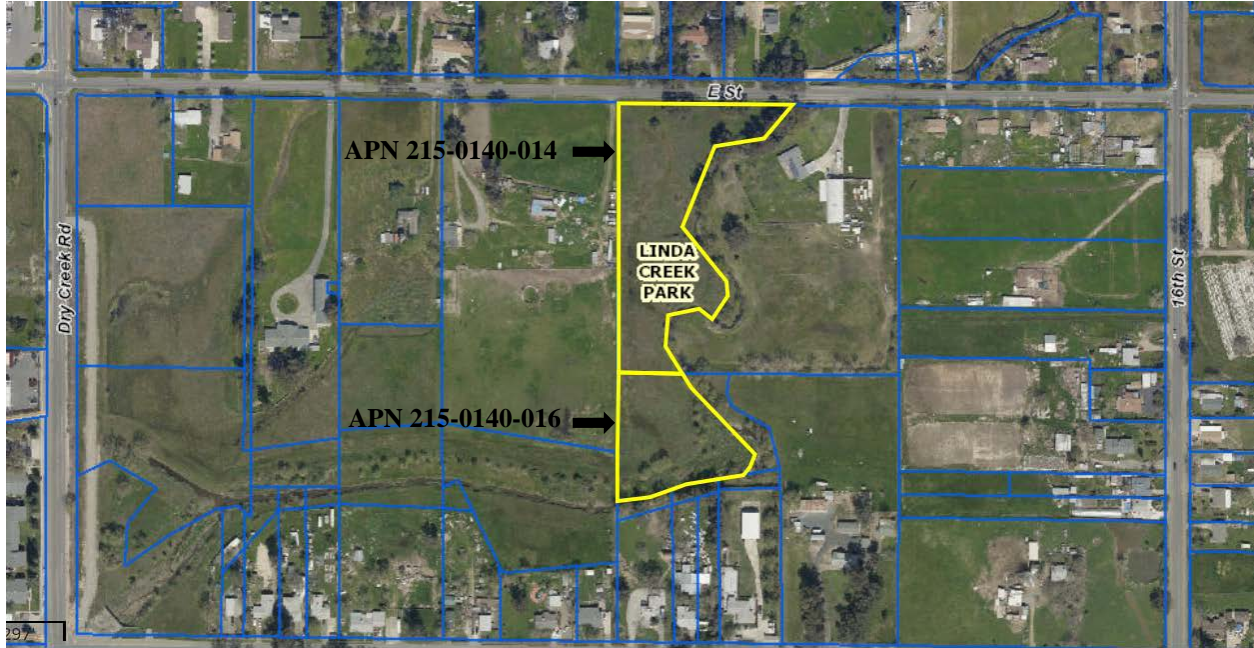
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 35A and 46A of Amended Map of Vineland, according to the Official Plat thereof, filed in the Office of the Recorder of Sacramento County on August 6, 1919 in Book 15 of Maps, Map No. 46.

APN: **215-0140-014, 215-0140-016**

EXHIBIT "B" to Agreement Aerial Photo

(For reference purposes only)



**EXHIBIT "C" to Agreement
Quitclaim Deed
Page 1 of 3**

**WHEN RECORDED RETURN TO AND
SEND TAX/ASSESSMENT BILLS TO:**

Name
Address
City, State, Zip code

No Fee Document - Per Government Code 27383



APN: 215-0140-014 & 016
Project Name & Dept: Linda Creek Park Surplus Sale (DGS) **THIS SPACE FOR RECORDER'S USE ONLY**

QUITCLAIM DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is \$ _____

- Computed on the full value of property conveyed, or
 Computed on full value less liens and encumbrances assumed.

City of _____ Unincorporated Area

The **COUNTY OF SACRAMENTO**, a political subdivision of the State of California, does hereby remise, release and forever quitclaim to _____, _____ all that real property situated in the Unincorporated Area of the County of Sacramento, State of California, bounded and described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof;

Reserving therefrom any and all roadway and public utility easements.

Dated this _____ day of _____, 20____

County of Sacramento, as political subdivision of the State of California

Jeffrey A. Gasaway, Interim Director
Department of General Services
Resolution No.: _____
Dated: _____

SALE LOG NO. _____

EXHIBIT "C" to Agreement Quitclaim Deed Page 2 of 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, notary public,
date name of notary officer

personally appeared _____,
name(s) of signor(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

-----OPTIONAL SECTION-----

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
 CORPORATE OFFICER(S)

Title(s)

- PARTNER(S) LIMITED
 GENERAL

- ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
NUMBER OF PAGES _____ DATE _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

**EXHIBIT "C" to Agreement
Quitclaim Deed
Page 3 of 3**

**EXHIBIT A
LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lots 35A and 46A of Amended Map of Vineland, according to the Official Plat thereof, filed in the Office of the Recorder of Sacramento County on August 6, 1919 in Book 15 of Maps, Map No. 46.

APN: **215-0140-014, 215-0140-016**

EXHIBIT "D" to Agreement



Fidelity National Title Company

8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628
916 646-6018 • FAX 916 646-6043

General Provisions

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow trust account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Escrow Instructions - Interest Bearing Account", which has been provided to you. If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of **California**. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of **Fidelity National Title Company**. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this or a previous escrow transaction. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. TAX BILLS OR REFUNDS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due **Fidelity National Title Company**, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be 72 hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of **Fidelity National Title Company** as set forth herein.

15. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

16. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person must withhold a statutory percentage of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. **Fidelity National Title Company** will not determine nor aid in the determination of whether the FIRPTA withholding provisions are applicable to the subject transaction, nor act as a Qualified Substitute under state or federal law, nor furnish tax advice to any party to the transaction. **Fidelity National Title Company** will not determine nor aid in the determination of whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the IRS as they relate to FIRPTA, nor responsible for collecting and holding of any documentation from the buyer or seller on the buyer's behalf for the purpose of supporting a claim of an exception or exemption. **Fidelity National Title Company** is not an agent for the buyer for the purposes of receiving and analyzing any evidence or documentation that the seller in the subject transaction is a U.S. citizen or resident alien. **Fidelity National Title Company** is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the buyer. **Fidelity National Title Company** is not responsible for the completion of any IRS documents or related forms related to the referenced statute. The buyer is advised: they must independently make a determination of whether the contemplated transaction is subject to the withholding requirement; bear full responsibility for compliance with the withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction; and they are responsible for the completion of any and all forms, including but not limited to applicable IRS documentation, and the mailing of those forms. The Buyer is advised any forms, documents, or information received from **Fidelity National Title Company** is not tax or legal advice and should not be construed as such nor treated as a complete representation of FIRPTA requirements. Buyer should seek outside counsel from a qualified individual to determine any and all implications of the referenced statute.

17. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

18. ENVIRONMENTAL ISSUES

Fidelity National Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. **Fidelity National Title Company** is released of any responsibility and/or liability in connection therewith.

19. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

20. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

21. FACSIMILE/ELECTRONIC SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes electronic or "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law.

22. CLARIFICATION OF DUTIES

Fidelity National Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

23. FUNDS HELD IN ESCROW

When the company has funds remaining in escrow over 90 days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of \$25.00 that is to be charged against the funds held by the Company.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Fidelity National Title Company conducts escrow business under a Certificate of Authority No. 305 issued by the California Department of Insurance.