

**AGREEMENT
FOR SALE OF REAL ESTATE**

This Agreement is entered into effective this ____ day of _____, 20____ ("Agreement Date"), by and between the **SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT**, a county sanitation district formed pursuant to and operating under the authority of the County Sanitation District Act, commencing at Health and Safety Code section 4700, "Regional San" or "Seller," and _____, a _____, ("Buyer"), with reference to the following facts:

RECITALS

A. Regional San is the owner of that certain real property located in the City of Sacramento, County of Sacramento, California commonly described as 0 Northrop Avenue, Sacramento, CA 95825 (APN 285-0160-035), more particularly described in Exhibit(s) "A" and "B", which is/are attached hereto and incorporated herein by reference ("Subject Property" or "Property").

B. On _____, the Board of Directors of Regional San ("Board") adopted Resolution No. _____, which declared the Subject Property as surplus to Regional San needs and authorized Regional San to sell the Subject Property.

C. Buyer affirms that they have conducted their Due Diligence Inspection of the Subject Property, including but not limited to a review of the Preliminary Title Report, prior to executing this Agreement for Sale of Real Estate ("Agreement") and accepts the Subject Property in its present "As Is" condition. Buyer further affirms that they will take possession of the Property subject to the Exceptions enumerated in the Preliminary Title Report per Escrow Holder's file number described herein below.

D. Regional San desires to sell and convey the Subject Property to the Buyer and the Buyer desires to purchase and acquire the Subject Property from Regional San on the terms set forth herein, and subject to the conditions herein contained.

AGREEMENT

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

1. INCORPORATION OF RECITALS.

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

2. DEMISE.

Seller hereby agrees to sell and Buyer hereby agrees to purchase the Subject Property for the Purchase Price, on the terms and subject to the conditions herein set forth.

3. PURCHASE PRICE; EARNEST MONEY DEPOSIT; BID PREMIUM.

The purchase price for the Subject Property shall be _____ AND NO/100 DOLLARS (\$_____.00) ("Purchase Price"), payable in immediately available funds prior to closing escrow. On or before Close of Escrow (hereinafter defined), 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 shall be defined as ten percent (10%) of the Purchase Price and is required upon the execution of the Agreement by Buyer. The Earnest Money Deposit will be applied towards the Purchase Price in accordance with Section 4.

Seller shall also be responsible to pay the costs required by the online auction provider ("Bid Premium"). The Bid Premium is currently defined as four percent (4%) of the Purchase Price and shall not apply towards 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 ("Escrow Holder") and such delivery shall constitute the opening of an escrow under Escrow Holder's file number _____ with respect to the sale of the Subject Property pursuant to this Agreement. Escrow Holder shall be concerned only with the provisions of this Paragraph

4. Said escrow shall be on the following terms and conditions:

- a. Payment of the Purchase Price. Prior to closing, Buyer shall cause the Purchase Price to be deposited in escrow.
- b. Title. Seller shall execute and deliver to Escrow Holder a Quitclaim Deed, in a form supplied by Regional San, conveying title to the Subject 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 Policy of Title Insurance showing title to the Subject Property vested in Buyer, at Buyers option and expense.

- c. Pro-rations. Escrow Holder is hereby instructed to segregate and pro-rate real estate taxes, assessments and similar charges and segregate and pro-rate bonded indebtedness as of the Close of Escrow. 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. Seller shall be responsible for applying for any refund due for assessments prepaid beyond the Close of Escrow.
- d. Costs. Except as otherwise specifically provided herein, the cost of any escrow fees, the charge for preparation of escrow documents, recording costs, if any, the CLTA Policy of Title Insurance as described above, and all other costs of escrow and closing are to be paid by Buyer. Any increased costs for an ALTA Policy of Title Insurance together with the cost of any associated survey shall be paid by Buyer. Any transfer tax payable shall be paid by Buyer.
- e. Close of Escrow. Upon the satisfaction or waiver of all conditions hereto, Seller and Buyer instruct Escrow Holder to close escrow (“Close of Escrow”) within five (5) working days of execution of this Agreement, or such earlier time as is mutually agreed in writing. Both Seller 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; Forfeiture of Earnest Money Deposit.
- In the event escrow does not close due to Buyer’s actions, Buyer shall forfeit the Earnest Money Deposit. Escrow Holder shall remit the Earnest Money Deposit directly to Regional San in the sum of \$_____ . Further, Buyer shall be responsible for all of Escrow Holder’s fees and costs associated with a failure to close escrow.
- g. Seller’s Conditions Precedent. The following shall be conditions precedent to the Seller’s obligation to convey the Subject Property at Close of Escrow.
- (1) Buyer’s compliance with each of Buyer’s agreements herein, and the accuracy in all material respects of each of Buyer’s representations and warranties as of the Close of Escrow.
 - (2) Execution of the Agreement by a duly authorized representative of REGIONAL SAN.
- h. Buyer’s Condition Precedent. The following shall be the condition precedent to the Buyer’s obligation to purchase the Subject Property at close of escrow:

- (1) Seller's compliance with each of Seller's agreements herein, and the accuracy in all material respects of each of Seller's representations and warranties as of the closing date.
 - (2) Approval of this Agreement and the terms hereof by Buyer and execution of the Agreement by a duly authorized representative of Buyer.
- i. Commission. There is no real estate, finder's, or other commission due or payable by reason of this transaction. Each party shall indemnify the other for any actions that may cause the other party to be liable for a real estate brokerage or sales commission arising from this transaction. Notwithstanding the above, Buyer shall be responsible for any fees charged by third parties, if applicable.
- j. 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 "C", 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.
- k. Bid Premium. Prior to closing, Buyer shall cause the \$_____ Bid Premium to be deposited in escrow.

5. BUYER'S DUE DILIGENCE INSPECTION.

Buyer acknowledges that it has conducted and completed its Due Diligence Inspection of the Subject Property and all factors relevant to its use, including, without limitation, the physical condition of the Subject Property, all matters relating to title, and all municipal and other legal requirements such as taxes, assessments, zoning, use permits, building codes, abandonment of easements, and disposition of wells. Buyer further acknowledges that it has substantial experience with real property and that Buyer is acquiring the Property solely in reliance on its own inspection and examination. Neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or implied, verbal or written, with respect to the Subject Property.

6. BUYER'S FINANCIAL CAPACITY.

Buyer, for itself and its principals, represents and warrants to Seller as of the date of this Agreement and as of the Close of Escrow that it has the financial capacity, the equity and the financing necessary to fulfill its obligations under this Agreement and acquire the Property. Buyer represents that any equity and funding commitments represented by Buyer to Seller are unencumbered and that Buyer has not represented to any other party that it will use such funds for any other purpose.

7. RISK OF LOSS.

Risk of loss shall transfer upon Close of Escrow.

8. PRESERVATION OF PROPERTY.

Seller agrees that the Subject Property herein described shall remain as it now is until Close of Escrow, and that Seller shall prevent and refrain from any use of the Subject Property for any purpose or in any manner that would adversely affect the value of the Subject Property.

9. POSSESSION.

Seller will deliver possession of the Subject Property to Buyer at the Close of Escrow.

10. INDEMNIFICATION.

Buyer shall defend, indemnify, and hold harmless Seller, its governing body, officers, directors, agents, employees, and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from Buyer's activities allowed by this Agreement, except and in proportion to the extent caused by the negligence or willful misconduct of Seller, its governing body, officers, directors, employees, agents, or volunteers. The provisions of this paragraph shall survive Close of Escrow.

11. AS-IS TRANSFER.

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

12. 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, or sent by electronic facsimile 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, (ii) if mailed, on the date of posting by the United States Post Office, or (iii) if given by electronic facsimile, when received by the other party.

Seller

Regional San
Attn: _____
10060 Goethe Road, Rm 2336
Sacramento, CA 95827
(916) _____ phone
(916) _____ fax

Buyer

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

13. MISCELLANEOUS.

- a. Partial Invalidity. If any term of 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 Signators. 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. 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 or cancellation of this Agreement.
- f. Additional Documents. Buyer agrees to execute such other documents and instruments as may be reasonably requested by Seller or Escrow Holder.
- g. Professional 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 or the parties hereto.
- j. Time of Essence. Seller 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 Buyer and Seller.
- l. Agreement Construction. 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. 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.

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IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year first above written.

SELLER

BUYER

Regional San

By _____

By _____

Prabhakar Somavarapu
District Engineer

Name, Title

Dated: _____

Under delegated authority by:

Resolution No.: _____

Dated: _____

REVIEWED AND APPROVED
BY DISTRICT COUNSEL:

Deon C. Merene
District Counsel

EXHIBIT "A"
RESULTANT PARCEL 1
LEGAL DESCRIPTION

All that real property situate in the County of Sacramento, State of California, being a portion of the lands of "County Sanitation District No. 1 of Sacramento County" as said lands are described as "Parcel A" in that certain Grant Deed recorded in Book 890920 of Official Records at Page 915, Sacramento County Records (S.C.R.); described as follows:

BEGINNING at the northeast corner of said "Parcel A", said point of beginning also being the northeast corner of "Parcel 2" as shown on that certain Record of Survey recorded in Book 46, of Surveys at Page 22, S.C.R, thence along the east line of said "Parcel 2" South $00^{\circ}18'49''$ East 371.57 feet to the northeasterly corner of the lands of "Sacramento Suburban Water District" as said lands are described in that certain "Grant Deed" recorded in Book 20040317 of Official Records at Page 2318, S.C.R; thence South $89^{\circ}41'11''$ West 230.00 feet to the northwesterly corner of said lands; thence along the westerly line of said lands South $00^{\circ}18'49''$ East 88.83 feet to a point thereon; thence leaving said westerly line North $89^{\circ}46'23''$ West 144.49 feet to a point on the northeasterly line of that certain 30 foot-wide sewer easement reserved in said Grant Deed recorded in Book 890920 of Official Records at Page 915, S.C.R., said point being the beginning of a non-tangent curve, concave northeasterly, having a radius of 177.50 feet, to which beginning a radial line bears South $21^{\circ}42'56''$ West; thence northwesterly along said northeasterly line and said curve through a central angle of $34^{\circ}20'13''$, an arc distance of 106.37 feet to a point of reverse curvature, concave southwesterly, having a radius of 222.50 feet, to which point a radial line bears North $56^{\circ}12'10''$ East; thence continuing along said northeasterly line along said curve, through a central angle of $04^{\circ}56'45''$, an arc distance of 19.21 feet to a point on the westerly line of said "Parcel 2"; thence along said westerly line the following four (4) courses:

- 1) North $01^{\circ}20'32''$ East 3.20 feet;
- 2) North $49^{\circ}40'21''$ West 154.24 to the beginning of a curve, concave northeasterly, having a radius of 100.00 feet;
- 3) northerly along said curve, through a central angle of $49^{\circ}22'44''$, an arc distance of 86.18 feet;
- 4) North $00^{\circ}17'43''$ West 62.70 feet;

thence leaving said westerly line North 74°24'41" East 96.08 feet; thence South 49°29'09" East 12.84 feet; thence North 39°49'15" East 73.10 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 56.15 feet, to which beginning a radial line bears North 78°59'15" West; thence northeasterly along said curve, through a central angle of 62°53'08", an arc distance of 61.63 feet; thence North 02°18'01" East 14.77 feet; thence North 40°41'21" East 44.59 feet; thence North 49°43'53" West 39.61 feet; thence North 06°55'16" East 40.16 feet to a point on the westerly line of said "Parcel 2"; thence along the westerly and northerly lines of said "Parcel 2" the following four (4) courses:

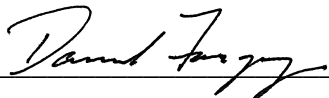
- 1) North 39°53'02" East 77.80 feet;
- 2) South 76°04'37" East 121.99 feet;
- 3) South 59°08'37" East 182.43 feet;
- 4) South 73°42'09" East 104.36 feet to the **POINT OF BEGINNING**.

Containing 255,681 square feet (5.870 acres), more or less.

The above-described real property is identified as "Resultant Parcel 1" on Exhibit 'B' attached hereto and made a part hereof.

The basis of bearings for this description is identical to that which is shown on said Record of Survey.

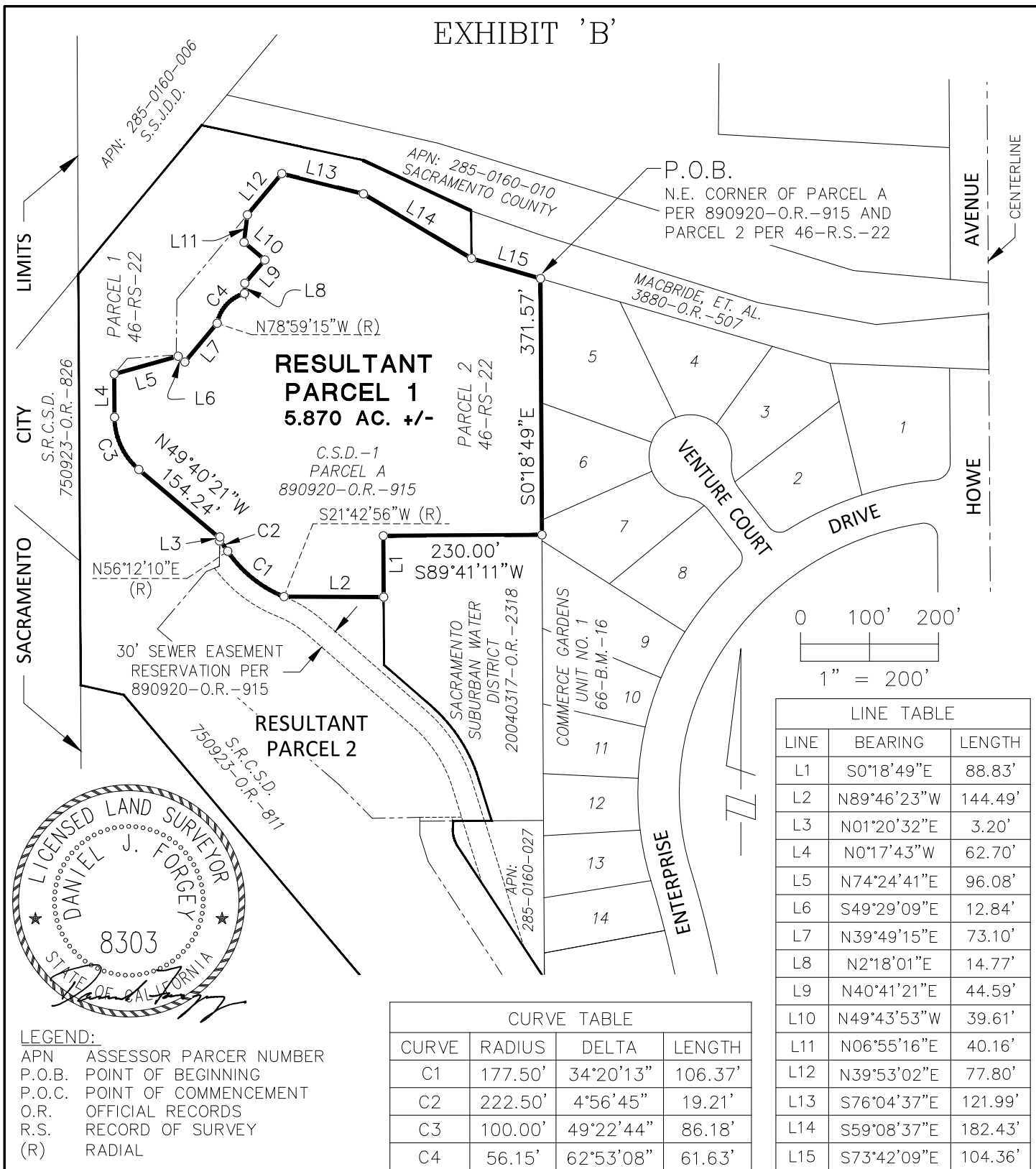
End of Description



Daniel J. Forgey, CA. LS No. 8303



EXHIBIT 'B'



LEGEND:
 APN ASSESSOR PARCER NUMBER
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 O.R. OFFICIAL RECORDS
 R.S. RECORD OF SURVEY
 (R) RADIAL

CURVE	RADIUS	DELTA	LENGTH
C1	177.50'	34°20'13"	106.37'
C2	222.50'	4°56'45"	19.21'
C3	100.00'	49°22'44"	86.18'
C4	56.15'	62°53'08"	61.63'

LINE	BEARING	LENGTH
L1	S0°18'49"E	88.83'
L2	N89°46'23"W	144.49'
L3	N01°20'32"E	3.20'
L4	N0°17'43"W	62.70'
L5	N74°24'41"E	96.08'
L6	S49°29'09"E	12.84'
L7	N39°49'15"E	73.10'
L8	N2°18'01"E	14.77'
L9	N40°41'21"E	44.59'
L10	N49°43'53"W	39.61'
L11	N06°55'16"E	40.16'
L12	N39°53'02"E	77.80'
L13	S76°04'37"E	121.99'
L14	S59°08'37"E	182.43'
L15	S73°42'09"E	104.36'

REGIONAL SAN RESULTANT PARCEL 1

COUNTY OF SACRAMENTO		STATE OF CALIFORNIA	
DATE: 11/14/2019	SCALE: 1" = 200'	<p>1075 Creekside Ridge Drive, Suite 200 Roseville, CA 95678 (916) 788-8122 (916) 788-0600 (FAX)</p>	
DRWN. BY: MJ	CHK. BY: DJF		SHEET 1 OF 1
Plotted: Nov/14/2019 2:49 PM By: Dforgey DWG: P:\65AC190100\SURVEY\LEGALS\T1-Arden LLA Phs2\V-Plat-LLA-Resultant Pcl 1.dwg			

Exhibit "C"

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.