

**PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF REAL PROPERTY  
AND BILATERAL ESCROW INSTRUCTIONS**

THIS AGREEMENT (hereinafter "PSA"), entered into on \_\_\_\_\_, 2022, between the **CITY OF SANTA ANA**, a charter city and municipal corporation duly organized under the Constitution and laws of the State of California (hereinafter "City" or "Buyer"), and, Garnsey Corp., a Delaware Corporation ("Seller"), regardless of number or gender;

**THEREFORE**, for and in consideration of their mutual promises, covenants and agreements, and subject to the terms, conditions and provisions of this PSA, Seller agrees to sell to City, and City agrees to purchase from Seller, that certain real property (hereinafter "Said Real Property") legally described as follows:

**SEE EXHIBIT "A" – Legal Description**

ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF  
(Commonly known as 841 North Garnsey Street, Santa Ana, CA 92701)  
(APN: 005-142-03)

Said purchase and sale of Said Real Property shall be in accordance with and subject to all of the following terms, conditions, promises, covenants, agreements and provisions, to wit:

1. **Conveyance by Seller.** Seller agrees to convey said real property to City, by Grant Deed, at the office of Ticor Title, Johna L. Cannon - Title Officer, 1500 Quail Street, 3<sup>rd</sup> Floor, Newport Beach, California, johna@ticortitle.com, within sixty (60) days from and after the date on which the City has approved this Agreement.
2. **Title to be Conveyed.** Seller agrees that, except as may hereinafter be otherwise expressly provided, said real property shall be conveyed by Seller to City, as aforesaid, free and clear of any and all conditions, restrictions, reservations, exceptions, easements, assessments, profits, limitations, encumbrances (whether monetary or non-monetary, general or specific, including any and all leasehold interests), liens, clouds or defects in title except those exceptions shown in Paragraph 15 below. Seller hereby warrants that the title to said real property to be conveyed by Seller to City shall be free and clear as provided above. Seller further agrees that acceptance by City of any deed to said real property, with or without knowledge of any condition, restriction, reservation, exception, easement, assessment, profit, limitation, encumbrance (whether monetary or non-monetary, general or specific, and including any and all leasehold interests), lien, cloud or defect in title, shall not constitute a waiver by City of its right to the full and clear title hereinabove agreed to be conveyed by Seller to City, nor of any right which might accrue to City because of the failure of Seller to convey title as hereinabove provided.
3. **Title Insurance.** Seller agrees to deliver to City, concurrently with the conveyance of said real property to City, within the time and at the place hereinabove specified for said conveyance of said real property, a policy of title insurance to be issued by the above mentioned title company, with the City therein named as the insured, in the amount of \$765,000 (Seven Hundred Sixty Five Thousand Dollars) insuring the title of the City to said real property is free and clear of any and all conditions, restrictions, reservations, exceptions, easements, assessments, profits, limitations, encumbrances (whether monetary or non-monetary, general or specific, and including any and all leasehold interests), liens, clouds or defects in title, excepting such specific ones as city may hereinafter expressly agree to take subject to. Acceptance by City of any such policy of insurance, whether such insurance complies with the requirements of this paragraph or not, shall not constitute a waiver by City of its right to such insurance as is herein required of Seller, nor a waiver by the City of any rights of action for damages or any other rights which may accrue to City by reason of the failure of Seller to convey title or to provide title insurance as required in this Agreement.

**4. Escrow.** City agrees to open an escrow at the office of Golden Coast Escrow, 130 Centennial Way, #D, Tustin, California, (the Escrow Agent) within five (5) days from and after the date on which the City has approved this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Seller and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow. Escrow to close within thirty (30) days of the City's execution of this Agreement. If escrow is not in a condition to close by the Close of Escrow, and failure to close is due to unforeseen conditions of title or interest of third parties in the Property that cannot be resolved in Escrow, then buyer may, at its option, request cancellation of escrow and this Agreement and return of any funds it has deposited into escrow. Thereupon, all obligations and liabilities of the Parties under this Agreement shall cease and terminate. If no such request is made, Escrow shall be closed as soon as possible thereafter. Buyer shall be entitled to possession of the Property immediately upon close of Escrow.

The Escrow Agent hereby is empowered to act under this Agreement, and upon indicating its acceptance of this Section 4 and of the General Provisions described in **Exhibit "B"** attached hereto and incorporated herein by this reference, in writing, delivered to the City and to the Seller within five (5) days after delivery of this Agreement, shall carry out its duties as Escrow Agent hereunder.

City agrees to bear and Escrow Agent is hereby authorized to charge to the City the cost of any transfer taxes, recording fees, cost of title insurance, re-conveyance fees, document preparation fees, escrow fees and any other closing costs incidental to the conveying of said real property to City. Penalties for prepayment of bona fide obligations secured by any existing deed of trust or mortgage shall be waived pursuant to Civil Code Procedures Section 1265.240.

The liability to the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Section 4, Section 6, Section 8 and **Exhibit "B"** of the General Provisions of this Agreement.

**5. Property Taxes.** Such real property taxes, if any, on said real property for the fiscal year within which said real property is conveyed to City as are unpaid at the time of said conveyance shall be cleared and paid in accordance with the provisions of Section 4986 of the Revenue and Taxation Code of the State of California. Seller shall be eligible for a refund under Section 5096.7 of the Revenue and Taxation Code of the State of California for that portion of property taxes on said real property for said fiscal year which have been paid prior to the date the deed, as detailed in **Exhibit "C"** attached hereto and incorporated herein by this reference, conveying said real property to City is recorded which is allocable to that portion of the fiscal year which begins on the date the deed conveying said real property to City is recorded and made uncollectible if unpaid by reason of Section 5086 of the Revenue and Taxation Code of the State of California. To the extent that Seller has prepaid any taxes or assessments attributable to the Property; Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for that refund, if any, through or outside of Escrow.

All unpaid taxes on said real property for any and all years prior to the fiscal year within which said conveyance is made shall be paid by Seller before conveyance of said real property to City.

**6. Payment of Purchase Price.** City agrees to pay to Seller and Seller agrees to accept from City, as and for the full purchase price for said real property, fixtures & equipment (improvements pertaining to the realty), goodwill (if any), and severance damages, the total sum of **\$765,000 (Seven Hundred Sixty-Five Thousand Dollars)**. City agrees to deposit said purchase price, which are funds available from the American Rescue Plan Act as detailed in **Exhibit "D"**, in escrow with the Escrow Agent within THIRTY (30) days from and after the date on which the City has approved this Agreement, and the Escrow Agent is hereby authorized to pay the same to Seller upon and after:

- (a) Conveyance of said real property by Seller to City as hereinabove provided;
- (b) Acceptance by City of a Grant Deed conveying said real property to City;

- (c) Delivery to City of the policy of title insurance as hereinabove provided;
- (d) Recordation of the Deed conveying said real property to City.

**7. Possession.** Seller agrees to deliver to City, on the date the Deed conveying said real property to City is recorded, quiet and peaceful possession of said real property, which shall be made free by Seller of all personal property.

- a. No later than fourteen (14) days after the close of escrow, Seller shall have removed all merchandise, inventory, equipment, personal property, and/or removable trade fixtures from the Property. Any merchandise, inventory, equipment, personal property, and/or removable trade fixtures at the Property as of fourteen (14) days after the close of escrow shall be deemed abandoned by Seller on that date.

**8. Rental and Occupancy By Tenants.** Seller acknowledges the presence of multiple tenants at the property. Seller agrees to execute a complete, current and correct statement of rentals (Seller Estoppel) on a form furnished to Seller by City and deliver same to City within fifteen (15) days hereof with copies of any written leases or rental agreements attached. All rents will be prorated as of the close of escrow on the basis of a 30-day month/360-day year consistent with that statement, subject to approval of City. Seller hereby agrees not to rent any units on the premises which are vacant as of the date that this agreement is executed by seller, or which may be vacated by present occupants prior to close of escrow. Seller agrees that any and all Tenant Security Deposits pertaining to the subject property collected by or in the possession of Seller prior to the close of escrow shall be transferred to and become the property of City during escrow.

Seller hereby warrants that the rental statement referred to shall include the terms of all rental agreements, tenancies, and leases (written, unwritten, recorded, or unrecorded) and Seller agrees to hold City harmless from all liability from any such leases or agreements.

Tenants on the property at the time this Agreement is approved shall be eligible for relocation advisory and financial assistance to the extent required by state and/or federal law.

**9. Waivers.** The waiver by City of any breach of any covenant or agreement herein contained on the part of the Seller shall not be deemed or held to be a waiver of any subsequent or other breach of said covenant or agreement nor a waiver of any breach of any other covenants or agreements contained herein.

**10. Heirs, Assigns, Successors-in-Interest.** This PSA, and all the terms, covenants and conditions hereof, shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective Parties hereto.

**11. Time is of the Essence.** In all matters and things hereunder to be done and in all payments hereunder to be made, time is and shall be of the essence.

**12. Just Compensation.** Seller acknowledges and agrees that said purchase price is just compensation at fair market value for said real property and includes payment for fixtures & equipment (improvements pertaining to the realty), goodwill (if any), and severance damages.

**13. Acknowledgment of Full Benefits and Release.**

- A. By execution of this Agreement, Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property by Buyer, and Seller hereby expressly and unconditionally waives any claim for compensation for injury to the remainder ("severance damages"); precondemnation damages; claims for inverse condemnation; loss of goodwill and/or lost profits; loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to the realty; damage to or loss of machinery, fixtures, inventory, equipment and/or personal property; any right to repurchase, leaseback from Seller, or receive any financial gain from, the sale of any portion of the Property, or challenge Buyer's adoption of a resolution of necessity, pursuant to Code of Civil Procedure sections 1245.245; any right to receive any notices pursuant to Code of Civil Procedure section 1245.245; any right to enforce any other obligation placed upon Seller pursuant to Code of Civil Procedure sections 1245.245, 1263.025 and 1263.615; any other rights conferred upon Defendants pursuant to Code of Civil Procedure sections 1245.245 and 1263.615 and 1263.025; and attorney's fees and costs. It being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property by Buyer. This release shall survive the Close of Escrow.
- B. This Agreement arose out of Buyer's efforts to acquire the Property through its municipal authority. Seller, on behalf of himself, his heirs, executors, administrators, successors and assigns, hereby fully releases Buyer, its successors, agents, representatives (including attorneys), and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained by Seller, or may be sustained by Seller, as a result of Buyer's efforts to acquire the Property or to construct the works of improvement thereon, or any preliminary steps thereto. This Agreement does not, and shall not be construed to, require Seller to indemnify Buyer for damages which may arise as a result of Buyer's efforts to construct improvements on the Property.

This acknowledgment and release shall survive the Close of Escrow.

**14. Notices.** The mailing address of the City of Santa Ana is 20 Civic Center Plaza, M-25, P.O. Box 1988, in the City of Santa Ana 92701, County of Orange, State of California. The mailing address of the Seller is P.O. Box 1536, Tustin, CA 92781-1536.

**15. Exceptions.** City agrees to accept title to said real property subject to the following: NONE.

**16. Entire Agreement.** It is mutually agreed that the Parties hereto have herein set forth the whole of their Agreement. Performance of this PSA by City shall lay at rest, each, every, and all issue(s) that were raised or could have been raised in connection with the acquisition of Said Real Property by City.

**17. Hazardous Waste.** Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous



material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. Section 9601 et seq. .

**18. Compliance With Environmental Laws.** To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

**19. Indemnity.** Seller agrees to indemnify, defend and hold the City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment).

**20. Contingency.** It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the City herein. The execution of these documents and the delivery of same to Escrow Agent constitute said acceptance and approval.

**21. Modification and Amendment.** This PSA may not be modified or amended except in writing signed by the Seller and City.

**22. Partial Invalidity.** Any provision of this PSA that is unenforceable or invalid or the conclusion of which would adversely affect the validity, legality, or enforcement of this PSA shall have no effect, but all the remaining provisions of this PSA shall remain in full force.

**23. Captions.** Captions and headings in this PSA, including the title of this PSA, are for convenience only and are not to be considered in construing this PSA.

**24. Governing Law.** This PSA shall be governed by and construed in accordance with the laws of the State of California.

**25. No Reliance By One Party On The Other.** Each party has received independent legal advice from its attorneys with respect to the advisability of executing this PSA and the meaning of the provisions hereof. The provisions of this PSA shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question.

**26. No Third Party Beneficiary.** This PSA is intended to benefit only the Parties hereto and no other person or entity has or shall acquire any rights hereunder.

**27. Duty To Cooperate Further.** Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents (in form and substance reasonably acceptable to the party to be charged) and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this PSA, without cost.

**28. Applicability of Agreement To Assignees.** This PSA shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties to this PSA.

**29. Authority to Execute Agreement.** Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this PSA, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

**30. Incorporation of Exhibits.** All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this PSA.

IN WITNESS WHEREOF, the Parties hereto have executed this PSA on the date and year first written above.

[signature blocks appear on next page]

**SELLER:**

  
sheila soledad alvarez Nov 29, 2022 10:16 PST

\_\_\_\_\_  
Sheila Soledad Alvarez  
President, Garnsey Corp  
DRE No. 01843338

Date: Nov 29, 2022, 2022

\_\_\_\_\_  
Date: \_\_\_\_\_, 2022

**City/Buyer:**  
**City of Santa Ana**

\_\_\_\_\_  
Kristine Ridge  
City Manager


Date: \_\_\_\_\_, 2022

**Attest:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_, 2022

**Approved as to Form:**

  
\_\_\_\_\_  
John M. Funk  
Chief Assistant City Attorney

Date: November 28, \_\_\_\_\_, 2022

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Mike Garcia  
Executive Director  
Community Development Agency

Date: \_\_\_\_\_, 2022

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

**Legal Description of 841 North Garnsey, Santa Ana, CA 92701**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 31 OF THE WAKEHAM TRACT, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 3 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM A STRIP OF LAND 2 FEET WIDE OFF THE WEST SIDE OF SAID LOT AS CONVEYED TO THE CITY OF SANTA ANA, BY DEED RECORDED IN BOOK 206, PAGE 392 OF DEEDS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

ASSESSOR'S PARCEL NUMBER: 005-142-03



**EXHIBIT “B” (Golden Coast Escrow)**

**GENERAL ESCROW PROVISIONS**

**Golden Coast Escrow, Inc.**

Licensed By The California Department of Financial Protection & Innovation  
Lic.#96DBO-127309

**130 Centennial Way #D**

**Tustin, CA 92780**

**Phone:(714) 884-3282**

**Fax:(714) 384-7581**

*lucy@goldencoastescrow.net*

Date: 11/17/2022

Escrow No.: 4437-LG

Escrow Officer: Lucia Guzman

**THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS – READ IT CAREFULLY!**

Licensed By The California Department of Financial Protection & Innovation, Lic.#96DBO-127309

**ALL CASH - SUPPLEMENTAL ESCROW INSTRUCTIONS & GENERAL PROVISIONS**

Buyer has handed Escrow Holder an initial deposit in the amount of 0.00  
Prior to the close of escrow, Buyer will deposit an additional amount of 765,000.00

**TOTAL CONSIDERATION** \$ **765,000.00**

Buyers will further hand you the balance of the down payment in the sum of \$ **765,000.00** and any necessary costs and charges in the form of wired funds prior to the close of escrow.

Prior to the expiration of the time specified in this paragraph, Buyer(s) and/or Seller(s) will hand you, or cause to be handed to you, all funds and/or documents, required from Buyer(s) and/or Seller(s) to enable you to comply with these instructions, all of which you are authorized to use and/or deliver on 11/17/2022, provided that our title insurer, , has advised you that they are in a position to issue an Owner's Policy of Title Insurance in the issuing title company's usual form (as specified in paragraph 13.E of the California Residential Purchase Agreement and Joint Escrow Instructions), with a liability of not less than the total consideration of \$ **765,000.00**, and insuring title to Real Property described as:

All that certain real property situated in the County of , State of California, described as follows:

**See Attached, Exhibit 'A', made a part hereof**

**SELLER/TRANSFEROR STATE THAT PROPERTY ADDRESS IS:**  
**841 N Garnsey St, Santa Ana, CA 92701**

**Showing title vested in:**

**SUBJECT TO:**

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 (commencing with Section 75) of the California Revenue and Taxation Code, all bonds and assessments levied or assessed subsequent to the date of close of escrow. (a Supplemental Tax Bill will be issued and BUYER accepts full responsibility for all additional taxes due by reason of reassessment) ANY TAX BILLS ISSUED AFTER THE CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER OUTSIDE OF THIS ESCROW.
3. Covenants, conditions, restrictions, reservations, rights, rights of way, easements and the exception or reservation of water, oil, gas, minerals, carbons, hydrocarbons or kindred substances on or under said land, now of record, if any, or in the Deed to file.

**ADDITIONAL INSTRUCTIONS**

**REAL ESTATE PURCHASE CONTRACT:**

Escrow Holder has received and acknowledged the California Association of Realtors "California Residential Purchase Agreement and Joint Escrow Instructions" dated 11/17/2022 and shall act in accordance with Paragraph #29 "JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER".

Seller(s) Initials SA 

Buyer(s) Initials \_\_\_\_\_



Date: 11/17/2022

RE: Escrow No. 4437-LG

**Paragraph #6. Other Terms,** as shown in said Purchase Contract, shall not be of any concern nor liability to escrow holder, with the exception of the following:

In addition to the original Purchase Contract, escrow holder has received Seller Counter Offer #^ and Buyer Counter Offer # ^ . Escrow Holder shall only be concerned with the following items, which are items not covered by Paragraph 20:

**Regarding 14.G. EFFECT OF CANCELLATION ON DEPOSITS.** Regardless of the language in this section, Buyer and Seller herein acknowledge that Escrow Holder will require mutual signed instructions for any release of funds and for escrow or contract cancellation.

Please Initial Seller(s) Initials SA \ Buyer(s) Initials \_\_\_\_\_ \

The following items are shown in these instructions for clarification purposes, due to the fact that the original contract deposited into escrow contained blanks within the instructions to escrow holder:

**Costs and Charges:** Buyer(s) hereby agree(s) to pay the following fees and charges through escrow: Buyer's Escrow Fee, Recording Fees, Notary Fees, Lender's Policy of Title Insurance, Federal Express/Delivery Fees if any, and all additional fees/charges as set forth in the Estimated Escrow Statement to be executed. Seller(s) hereby agree(s) to pay the following fees and charges through escrow: Recording Fees, Notary Fees, Owner's Policy of Title Insurance, Seller's Escrow Fee, Document Preparation, County Transfer Tax, Federal Express, Delivery Fees, if any, Beneficiary Statement(s) and/or Demand(s) together with any amounts necessary to place title in condition called for, Commissions and any/all additional fees/charges as set forth in the Estimated Escrow Statement to be executed. Golden Coast Escrow, Inc. may be required to advance funds into this escrow, in order to expedite the processing of this transaction. All funds advanced shall be reimbursed to Golden Coast Escrow, Inc. at the closing of this escrow or upon the cancellation of this escrow, from the appropriate party(ies).

**Fire Insurance:** Buyer herein will deposit with Escrow Holder, prior to the close of escrow, a new hazard insurance policy, acceptable to New Lender. Escrow Holder is instructed to charge Buyer and pay premium as billed at close of escrow, unless, prior to close of escrow, a paid receipt for same is provided to Escrow Holder.

**Property Disclosure Report:** Seller shall provide for benefit of the Buyer a "Natural Hazard Disclosure Report: Escrow holder is authorized and instructed to pay the bill for from Sellers proceeds at the close of escrow. Please note Golden Coast Escrow, Inc., does not order these reports, please forward the Natural Hazard report and invoice to your escrow officer as soon as possible. **ESCROW HOLDER HAS NO RESPONSIBILITY TO PROVIDE, SAID REPORT AND IS HEREBY RELIEVED OF ANY AND ALL LIABILITY IN REFERENCE TO REPORT'S FINDINGS AND RECOMMENDATIONS.**

**Preliminary Title Report Approval:** This escrow is subject to the Buyer's approval of the preliminary report issued by the title company in this transaction. Buyer will be provided with a separate prelim approval letter by the escrow holder and prelim shall be deemed approved and this condition shall be satisfied.

**Preliminary Change of Ownership Report:** Buyers will hand you before close of escrow a completed "Preliminary Change of Ownership" Report which you are instructed to file accompanied with the County Recorder; or, in the absence or rejection thereof you will pay from the buyer's funds an additional \$20.00 to the County Recorder if required. Golden Coast Escrow, Inc. cannot guarantee the acceptance by the County Assessor's office of the PCOR provided at the close of escrow. The undersigned buyer, or transferee, hereby acknowledges that they may send a duplicate Preliminary Change of Ownership report following the close of this escrow. Buyer's/Transferee's failure to comply with the Assessor's request to complete information and return the form, may cause penalties or fines to be imposed. The undersigned hereby does and shall, indemnify and hold Golden Coast Escrow, Inc. harmless from and against all penalties, fines, costs, damages, losses, attorney fees, claims and liability of any nature whatsoever, which may arise in connection therewith.

**Cancellation of Escrow:** AS A CONDITION OF ESCROW HOLDER ACCEPTING THE ESCROW AGENCY CREATED BY THE AGREEMENT AND THE SUPPLEMENTAL ESCROW INSTRUCTIONS, BUYER AND SELLER ACKNOWLEDGE THEY UNDERSTAND AND CONSENT THAT REGARDLESS OF THE CONSUMMATION OF THIS TRANSACTION, ESCROW HOLDER'S MINIMUM CLERICAL FEE FOR THE PREPARATION OF THESE SUPPLEMENTAL INSTRUCTIONS AND ANY ADDITIONAL DOCUMENTS HERETO SHALL BE NOT LESS THAN \$200.00. ALL PARTIES FURTHER UNDERSTAND THAT ADDITIONAL FEES MAY ALSO BE CHARGED AS A RESULT OF THE CANCELLATION OF ESCROW.

Seller(s) Initials SA

Buyer(s) Initials \_\_\_\_\_



**Owners Policy:** In order for escrow to comply with new Closing Disclosure regulations, escrow holder is instructed to debit account of buyer for the Owners policy of title insurance through this transaction. Escrow Holder is then instructed to credit the buyer and debit seller for the Owners policy of title insurance at the close of escrow.

**HOA:** Seller shall deposit to Escrow Holder any fees required prior to order of documents for Homeowner's Association.

## **GENERAL PROVISIONS**

### **IMPORTANT – PLEASE READ CAREFULLY**

#### **1. Execution & Delivery of Escrow Instructions**

These instructions may be executed in counterparts and said counterparts together will constitute one and the same instrument. In the event that the parties hereto utilize facsimile or electronically transmitted instructions to Escrow Holder, said parties hereby instruct Escrow Holder to rely upon such instructions as if they were originals. Any amendments and supplements to these instructions must be in writing and shall only be effective when executed and delivered to Escrow Holder. Escrow Holder shall not be concerned with nor have any obligations with respect to items designated as memoranda in these instructions or with any other agreement or contract between the parties to this escrow.

#### **2. Deposit of Funds**

- (i) All funds received in this escrow will be deposited with other escrow funds in one or more non-interest-bearing escrow accounts of Escrow Holder in a financial institution selected by Escrow Holder. Escrow Holder shall not be responsible and shall have no liability for any delay in closing this escrow if the funds deposited in this escrow are not available for immediate withdrawal as a matter of right following deposit in such financial institution.
- (ii) You have the opportunity to earn interest on the funds you deposit with us through a deposit account arrangement that Escrow Holder has established with one of its financial institutions. The interest rate for these accounts varies between financial institutions, fluctuates periodically based on market conditions and other factors, and may change prior to or during the time your funds are on deposit. You will not have an opportunity to earn interest on any funds deposited by a lender.
- (iii) If you elect to earn interest through this special account arrangement, Escrow Holder will charge you an additional fee of \$50.00 for the establishment and maintenance of the account. This fee compensates Escrow Holder for the costs associated with opening and managing the interest-bearing account, preparing correspondence documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn. If you are interested in having your funds deposited in an interest-bearing account, please contact your escrow officer.
- (iv) If you do not elect to have your funds deposited in an interest-bearing account, your funds (together with any funds deposited by a lender) will be held in Escrow Holder's general escrow trust account. The general escrow trust account is restricted and protected against claims by third parties or creditors of Escrow Holder. Escrow Holder and/or its parent company may receive certain direct and indirect financial benefits from the financial institution as a result of maintaining the general escrow trust account. These benefits may include, without limitation, credits allowed by such financial institution on loans to Escrow Holder and/or its parent company and earnings on investments made with the proceeds of such loans, as well as accounting, reporting and other services and products of such financial institution. Escrow Holder shall have no obligation to account to the parties to this escrow in any manner for the value of, or to pay to any party, any benefit received by Escrow Holder and/or its parent company. Any such benefits shall be deemed additional compensation of Escrow Holder for its services in connection with this escrow. Some or all of these benefits may be deemed interest due you under California Insurance Code Section 12413.5. As indicated above, you may elect to have your funds placed in a separate, interest-bearing account and receive the benefits therefrom, but you will be required to pay Escrow Holder an additional fee for this service. Alternatively, you may leave your funds in the general escrow trust account and thereby authorize Escrow Holder to keep the benefits it and/or its parent company receives from the financial institution. In either event, you understand and agree that Escrow Holder and/or its parent company may receive and retain for their sole benefit any and all benefits derived from the general escrow trust account prior to the deposit of your funds in an interest-bearing account and following the withdrawal of your funds from such interest-bearing account (normally two business days prior to the close of escrow).
- (v) All parties depositing funds in connection with this escrow are hereby notified that the funds so deposited are insured only to the limit provided by the Federal Deposit Insurance Corporation.
- (vi) Funds deposited by a lender are ordinarily deposited to escrow one or two days prior to closing. You should be aware that your lender may begin charging interest on your loan from the date loan funds are deposited into Escrow Holder's escrow trust account.

#### **3. Good Funds Law – California Insurance Code §12413.1**

All parties are aware and understand that California Insurance Code §12413.1 mandates that funds deposited into an escrow must be collected and available for withdrawal PRIOR TO DISBURSEMENT. The determination of the availability of funds is set forth as follows:

- (i) CASH AND ELECTRONIC TRANSFERS ("wired funds") are available for SAME DAY disbursement.
- (ii) CASHIER'S CHECKS AND CERTIFIED CHECKS are available for disbursement THE NEXT BUSINESS DAY;

In order to avoid unnecessary delays of two to seven days, or more, please use wire transfers, cashier's checks or

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certified checks whenever possible.

4. **Prorations:** All adjustments and prorations called for in this escrow shall be made on the basis of a thirty (30) day month, unless otherwise instructed in writing.
5. **Oral instructions:** You are authorized to accept oral instructions from the parties' real estate broker(s), real estate agent(s), Lender(s) or Lender's agent(s) concerning the preparation of escrow instructions, amendments or supplements. However, you are not to act upon any instruction so delivered until you have received the same in writing signed by all parties to this escrow.
6. **Loan Terms:** Golden Coast Escrow, Inc. is not to be responsible in any way whatsoever nor to be concerned with the terms of any new loan or the content of any loan documents obtained by any party in connection with this escrow except to order such loan documents into the escrow file, transmit the loan documents to Buyer for execution and transmit the executed loan documents to Lender. The parties understand and agree that you are not involved nor concerned with the approval and/or processing of any loan or the contents and effect of loan documents prepared by a Lender.
7. **Facsimile/Electronic Signature Certification:** The Residential Purchase Contract and Joint Escrow Instructions along with any supplements, addendums or counter offers made a part thereof (Agreement), and bearing Electronic Signature(s) is a true, and complete copy of the Agreement entered into for the purchase of real property described herein and escrow holder is hereby authorized and instructed to rely upon said Electronic Signatures based upon the following certification.
  - (i) The undersigned consented to the use of electronic records and signature in the creation and execution of the Agreement and subsequent addenda to the agreement. If applicable.
  - (ii) The undersigned did sign the Agreement using an electronic signature.
  - (iii) The undersigned was given the opportunity to keep a copy of the signed Agreement at the time the agreement was signed.
  - (iv) The Electronic Signatures comply with the standards and requirement of the federal Electronic Signatures in Global and National commerce Act (E-Sign) and, if applicable, the Uniform Electronic Transaction Act (UETA) adopted by the state in which the Electronic Signature is initiated and the Agreement is fully enforceable and legally binding in accordance with their terms.
  - (v) The undersigned is signing this certification to indemnify and hold harmless the escrow holder from any past, present, or future loss that may occur from relying upon and accepting the Agreement with the electronic signatures affixed thereto.
8. Escrow Holder is hereby authorized and instructed that, in the event any party utilizes email or "facsimile" transmitted signed documents or instructions to Escrow Holder, Escrow Holder is to rely on the same for all escrow instruction purposes and the closing of escrow as if they are original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. THESE ESCROW INSTRUCTIONS CANNOT BE SIGNED ELECTRONICALLY, NOR ANY AMENDMENTS REFERRING TO RELEASING OF FUNDS AND/OR BUYER OR SELLER CREDIT OR DEBIT ACCOUNTS.
9. **Instructions not to Supersede:** These escrow instructions are executed for the sole purpose of enabling the Escrow Holder to complete this transaction, and are not intended to amend, modify, supersede or in any way change that certain agreement entered into by the parties hereto and dated prior to these escrow instructions. Golden Coast Escrow, Inc., its officers and/or employees shall not be concerned with said agreement or any matters as contained therein and is responsible only for such matters as are specifically set out above in the instruction.
10. **Special Recording; Late Confirmation of Recording**  
Seller's proceeds may not be available, and encumbrances may not be paid off, until the first business day following the day of recording if 1) documents recorded at close of escrow are recorded later in the day than 8:00 a.m. (which is called a "special recording") or if 2) the County Recorder does not provide confirmation of recording within sufficient time to allow same-day disbursement of funds by wire or check.
11. **IRS 1099 REPORTING:** As a condition of Escrow Holder's agreement to process this transaction, certain information must be provided by the Seller(s)/Transferor(s) to Escrow Holder before the date of closing. Under the Tax Reform Act, Internal Revenue Service Code Section 6045(e), Escrow Holder will report the gross proceeds of an ownership interest in reportable real estate to the Internal Revenue Service ("IRS"). The Seller/Transferor is required by law to furnish a correct Taxpayer Identification Number ("TIN") or Social Security Number to Escrow Holder. The Seller/Transferor is aware that the failure to do so may subject the Seller/Transferor to civil or criminal penalties. Each Seller/Transferor must provide a permanent address to which the Escrow Holder can mail the IRS Form 1099-S following the close of escrow.
12. **Disbursement of Funds:** Any funds disbursed during or on the close of escrow will be issued jointly to the parties designated as payees unless you are instructed otherwise in writing by all designated payees. The funds representing loan and/or sale proceeds will be disbursed jointly to all persons who were the record owners of the real property that is the subject of the escrow. All disbursements of funds and/or delivery of other documents or instruments concerning this escrow will be mailed to the Entitled parties by regular first class mail, postage prepaid, at their respective addresses shown on file. However, at your discretion, you may send funds and/or other instruments or documents by certified or registered mail, federal express, messenger or facsimile machine, in which case the party for whom the delivery was

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made agrees to pay the costs. The provisions of this paragraph include, but are not limited to, requests for demand statements, requests for beneficiary Statements, requests for homeowners' association statements or any other requests as you may deem necessary for the timely closing of this escrow. You are to instruct the county recorder to mail recorded documents to the entitled parties at their respective addresses. You are to instruct the title company to mail the title policy(s) to the Lender(s) or Buyer(s) as appropriate.

- 13. No Disclosures warranties:** The parties acknowledge that depending on the type (Commercial or Residential) and location (City) of real property involved in this escrow, there may be disclosure(s) as well as civil ordinance requirement(s) that would affect the transfer of the real property. Escrow Holder urges both parties to seek appropriate counsel from an attorney or licensed real estate broker to ascertain what disclosures, certificates and/or civil ordinances, if any, need to be complied with prior to the close of escrow, and outside of the escrow between the parties. The parties' signature upon these instructions shall be deemed evidence to the Escrow Holder that the parties have obtained independent counsel, are aware of any disclosures/civil ordinance requirements and will comply with same outside of this escrow. Unless otherwise instructed in writing Escrow Holder has no responsibility or liability in connection with any such disclosures or requirements;
- 14. Payment of Cost(S) Incurred Prior to close of Escrow:** Buyer and Seller are aware Golden Coast Escrow, Inc. may incur certain expenses during the course of processing this escrow, which must be paid prior to the close of escrow. Such costs may include but are not limited to, credit report and appraisal fees, demand request fees, homeowner's association document fees, courier fees, overnight mail service and city building reports, if applicable. Escrow Holder is authorized and instructed to release funds for payment of such costs, prior to the close of escrow, from funds deposited into escrow by Buyer. Both Buyer and Seller acknowledge and accept that said funds are not refundable, whether this escrow closes or cancels. However, at close of escrow, Escrow Holder is authorized and instructed to charge the appropriate party for costs incurred, and is released from any and all liability in connection with complying with this instruction.
- 15. Responsibilities:** The parties agree that you have the responsibilities of an escrow holder only and there are no other legal relationships established in the terms and conditions of the escrow instructions. In connection with this escrow: (1) you shall have no duty or responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property; (2) you shall have no responsibility or duty to disclose any benefit, including, but not limited to financial gain, realized by any person, firm or corporation involving any of the subject real property or personal property; and (3) you shall have no responsibility or duty to disclose any profit realized by any person, firm or corporation including, but not limited to, any real estate broker, real estate sales agent and/or a party to any other escrow, in connection therewith, although such other transaction may be handled by you in this escrow or in another escrow transaction. If, however, you are instructed in writing by any party, Lender or other entitled person to disclose any sale, resale, loan exchange or other transaction involving any of the subject real property or personal property or any profit realized by any person, firm or corporation to any party to this escrow, you shall do so without incurring any liability to any party. You shall not be liable for any of your acts or omission done in good faith nor for any claims, demands, losses or damages made or suffered by any party to this escrow, excepting such as may arise through or be caused by you willful neglect or gross misconduct.
- 16. Disclosure Reports:** Escrow Holder is not to be concerned with disclosures made by the parties to each other. In the event Escrow Holder receives any disclosure reports requiring signatures or approval by a party, Escrow Holder's only responsibility will be to forward the report to the appropriate party.
- 17. Golden Coast Escrow, Inc. shall not be responsible for the following:** (1) the sufficiency or correctness as to form, manner of execution or validity of any documents deposited in this escrow; (2) the identity, authority, or right of any person executing the same, either as to documents of record or those handled in this escrow; or (3) the failure of any party to comply with any of the provisions of any agreement, contract or other instrument filed or deposited in this escrow or referred to in these escrow instructions. Your duties shall be limited to the safekeeping of money and documents received by you, as escrow holder, and for the disposition in compliance with the written instructions accepted by you in this escrow. You shall not be required to take any action regarding the collection, maturity, or apparent outlaw of any obligations deposited with you unless otherwise instructed in writing. You shall not be liable for any of your acts or omissions done in good faith, nor for any claims, demands, losses or damages made, claimed or suffered by any party to this escrow, excepting such as may arise.
- 18. FIRPTA-Withholding:** FIRPTA-WITHHOLDING, The sale of a U.S. real property interest by a foreign person is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. Persons purchasing U.S. real property interests from foreign persons, certain purchasers' holders, and settlement officers are required to withhold 10 % of the amount realized. Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The Buyer shall remain the withholding holder notwithstanding any act by the Escrow Holder. The Buyer must find out if Seller is a foreign person. If Seller is a foreign person and Buyer fails to withhold, the Buyer may be held liable for the tax. Seller and Buyer agree to execute and deliver to Escrow Holder any instrument, affidavit and statement or to perform any act reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder. Seller herein certifies under penalty of perjury, that the information provided on said form is true, correct and complete. Buyer and Seller hereby agree to hold Escrow Holder harmless and indemnify Escrow Holder regarding compliance with this instruction.
- 19. Cal FIRPTA State Tax Withholding:** Notifications to Buyer and Seller Regarding California Tax Withholding on the Sale

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of Real Property Certain Sellers are exempt from withholding. Each Party must seek independent tax advice from a professional. California Revenue and Taxation Code Section 18662 (as amended) requires prepayment of income tax by withholding 3-1/3% of the total sales price on real property for individuals and non-individual sellers of real property, whether resident or non-resident. Alternatively, a Seller may elect to withhold on the gain on the sale and based on the applicable withholding rates effective at the close of escrow. For more information, Buyers and Sellers should refer to Form 593-C and 593-E Booklet, Real Estate Withholding Certificate and Computation of Estimated Gain or Loss from the California Franchise Tax Board. Withholding is also required for real estate foreclosures and short sale transactions unless any exemptions certified on Form 593-C apply, or the sale qualifies under the automatic exclusions. For more information on real estate foreclosures and short sale transactions, refer to Publication 1016, Real Estate Withholding Guidelines by the California Franchise Tax Board. Any further questions regarding Withholding Requirements for Sale of California Real Estate may be answered by seeking independent professional tax advice or at [http://www.ftb.ca.gov/individuals/wsc/California\\_Real\\_Estate.shtml](http://www.ftb.ca.gov/individuals/wsc/California_Real_Estate.shtml). The parties acknowledge that Escrow Holder is under no duty to take action regarding withholding without further mutual written instructions of Buyer and Seller in form satisfactory to Escrow Holder, together with the completion of Franchise Tax Board forms. Section 18662 of California Revenue and Taxation Code (as amended) requires a BUYER of real property to withhold if the Seller's exemption is not met. If withholding is not made Buyer may become subject to a penalty in the amount equal to the greater of 10% of the amount required to be withheld or five hundred dollars (\$500.00). For additional information, contact: FRANCHISE TAX BOARD, WITHHOLD AT SOURCE UNIT, P.O. BOX 651, SACRAMENTO, CA 95812-0651, PHONE: (916) 845-4900 OR Toll Free AT (888) 792-4900. Seller and Buyer hereby agree to comply with Section 18662 of California Revenue and Taxation Code (as amended), and Seller shall cause to be deposited into escrow such forms that may be necessary for the parties hereto to be in compliance with said tax code, as expanded. The parties agree to hold Escrow Holder harmless and indemnify Escrow Holder for complying with any CAL-FIRPTA instruction or any third-party claims that may arise.

- 20. License Disclosure:** Licensed By The California Department of Financial Protection & Innovation, Lic.#96DBO-127309
- 21. Buyer and Seller due dates:** If the date by which Buyer's or Seller's performances are due shall be other than your regular business day, such performances shall be due on your next succeeding business day.
- 22. Personal Property Title Search:** Golden Coast Escrow, Inc. shall conduct no lien or title search of personal property regarding the sale or transfer of any personal property through this escrow. Should the party(ies) desire that you conduct a lien or title search of personal property, the party(ies) requesting the same shall deliver separate and specific written escrow instructions to you along with an agreement to pay your additional escrow fees.
- 23. Not to be concerned with usury of loan:** Golden Coast Escrow, Inc. shall not be responsible in any way whatsoever nor are you to be concerned with any question of usury in any loan or encumbrance, whether new or of record, which may arise during the processing of this escrow.
- 24. Provide Title:** Golden Coast Escrow, Inc. are instructed to provide title to the subject real property in the condition identified in the escrow instructions by the parties. Escrow holder is not responsible for the contents or accuracy of any beneficiary demands and/or beneficiary statements delivered to you by the existing lien holders. You are not required to submit any such beneficiary statement and/or beneficiary demand to the party(ies) for approval before the close of escrow unless expressly instructed to do so in writing. Should the party(ies) desire to pre-approve any such beneficiary statement and/or beneficiary demand, the party(ies) requesting the same shall deliver separate and specific written escrow instructions to you.
- 25. Loan terms or Loan Document content:** Golden Coast Escrow, Inc. are not to be responsible in any way whatsoever nor to be concerned with the terms of any new loan or the content of any loan documents obtained by any party in connection with this escrow except to order such loan documents into the escrow file, transmit the loan documents to Buyer for execution and transmit the executed loan documents to Lender. The parties understand and agree that you are not involved nor concerned with the approval and/or processing of any loan or the contents and effect of loan documents prepared by a Lender.
- 26. Third-Party Claims:** The parties expressly indemnify and hold you harmless against third-party claims for any fees, costs or expenses where you have acted in good faith, with reasonable care and prudence and/or in compliance with these escrow instructions.
- 27. Escrow Holder only:** The parties agree that Golden Coast Escrow, Inc. have the responsibilities of an escrow holder only and there are no other legal relationships established in the terms and conditions of the escrow instructions. In connection with this escrow: (1) you shall have no duty or responsibility of notifying any of the parties to this escrow of any sale, resale, loan, exchange or other transaction involving any of the subject real property or personal property; (2) you shall have no responsibility or duty to disclose any benefit, including, but not limited to financial gain, realized by any person, firm or corporation involving any of the subject real property or personal property; and (3) you shall have no responsibility or duty to disclose any profit realized by any person, firm or corporation including, but not limited to, any real estate broker, real estate sales agent and/or a party to any other escrow, in connection therewith, although such other transaction may be handled by you in this escrow or in another escrow transaction. If, however, you are instructed in writing by any party, Lender or other entitled person to disclose any sale, resale, loan exchange or other transaction involving any of the subject real property or personal property or any profit realized by any person, firm or corporation to any party to this

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escrow, you shall do so without incurring any liability to any party. You shall not be liable for any of your acts or omission done in good faith nor for any claims, demands, losses or damages made or suffered by any party to this escrow, excepting such as may arise through or be caused by you willful neglect or gross misconduct.

- 28. (6) Month period:** Escrow holder agency shall terminate six (6) months following the date last set for close of escrow and shall be subject to earlier termination by receipt by you of mutually executed cancellation instructions. If this escrow was not closed or canceled within the described six (6) month period, you shall have no further obligations as escrow holder except to disburse funds and documents pursuant to written escrow instructions and to interplead or otherwise dispose of funds and documents in accordance with a validly issued and validly served order from a court of competent jurisdiction. If the conditions of this escrow have not been complied with at the expiration date in these escrow instructions, you are instructed to complete the conditions at the earliest possible date, unless Buyer or Seller have made written demand upon you for the return of the funds and/or instruments deposited by Buyer or Seller and/or for cancellation of this escrow. Should demands be made upon you, you may withhold and stop all further proceedings in this escrow without liability for interest on funds held or for damages until mutual cancellation instructions signed by all parties shall have been deposited with you. The parties, jointly and severally, agree that, if this escrow cancels or is otherwise terminated and not closed, the parties shall pay for any costs and expenses which you have incurred or have become obligated for under these escrow instructions, including but not limited to, attorneys' fees and reasonable escrow fees for the services rendered by you, the parties agree that such costs and expenses shall be paid and deposited in escrow before any cancellation or other termination of this escrow is effective. The parties agree that said charges for expenses costs and fees may be unilaterally or bilaterally apportioned between Buyer and Seller in a manner which, in your sole discretion, you consider equitable, in an amount not less than \$250.00 and not greater than the amount of the entire escrow fee, to be determined by you, and that your decision will be binding and conclusive upon the parties. Upon receipt of mutual cancellation instructions or a final order or judgment of a court of competent jurisdiction with accompanying writs of execution, levies or garnishments, you are instructed to disburse the escrow funds and instruments in accordance with such cancellation instructions, order or judgment and accompanying writ and this escrow shall, without further notice, be considered terminated and canceled.
- 29. Parties shall cooperate:** The parties shall cooperate with you in carrying out the escrow instructions they deposit with you and completing this escrow. The parties shall deposit into escrow, upon request, any additional funds instruments, documents, instructions, authorizations, or other items that are reasonably necessary to enable you to comply with demands made on you by third parties, to secure policies of title insurance, or to otherwise carry out the terms of their instructions and close this escrow. If conflicting demands or notices are made or served upon you, or any controversy arises between the parties or with any third person arising out of or relating to this escrow, you shall have the absolute right to withhold and stop all further proceedings in, and in performance of, this escrow until you receive written notification satisfactory to you of the settlement of the controversy by written agreement of the parties, or by the final order or judgment of a court of competent jurisdiction. All of the parties to this escrow, jointly and severally, promise to pay promptly on demand, as well as to indemnify you and to hold you harmless from and against all administrative governmental investigation, audit and legal fees, litigation and interpleader costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of every kind (collectively "costs") which in good faith you may incur or suffer in connection with or arising out of this escrow, whether said costs arise during the performance of or subsequent to this escrow, directly or indirectly, and whether at trial or on appeal. You are given a lien upon all the rights, titles and interests of the parties and all escrow papers and other property and monies deposited into this escrow to protect your rights and to indemnify and reimburse you. If the parties do not pay any fees costs or expenses due you under the escrow instructions or do not pay for costs and attorneys' fees incurred in any litigation or interpleader, on demand, they each agree to pay a reasonable fee for any attorney services which may be required to collect such fees or expenses, whether attorneys' fees are incurred before trial, at trial or on appeal.
- 30. All Notices, Demands and Instructions must be in Writing:** No notice, demand, instruction, amendment, supplement or modification to these escrow instructions shall be of any effect in this escrow until delivered in writing to you and mutually executed by all parties. AS SET FORTH ABOVE, YOU HAVE NO DUTY TO AND SHALL NOT VERIFY THE SIGNATURES OF ANY PARTIES OR NON-PARTIES UNLESS FURTHER WRITTEN ESCROW INSTRUCTIONS TO DO SO ARE RECEIVED AND THE ADDITIONAL ESCROW FEES ARE DEPOSITED. Any purported oral instruction, amendment, supplement, modification, notice or demand deposited with you by the parties or either of them shall be ineffective and invalid. You are to be concerned only with the directives expressly set forth in the escrow instructions, supplements and amendments thereto and are not to be concerned with nor liable for items designated as memorandum items in the escrow instructions.
- 31. Authorized delivery of Escrow Instructions:** Golden Coast Escrow, Inc. is authorized to deliver copies of all escrow instructions, supplements and amendments, estimated and final closing statements preliminary title reports, and notices of cancellation, if any, to the real estate broker(s), real estate sales agent(s), Lender(s), Lenders agent(s) and/or attorneys(s) for the parties, upon the parties' oral or written request. You shall not incur any liability to the parties for delivery of the copies.
- 32. Cooperation by both parties:** The parties shall cooperate with you in carrying out the escrow instructions they deposit with you and completing this escrow. The parties shall deposit into escrow, upon request, any additional funds, instruments, documents, instructions, authorizations, or other items that are reasonably necessary to enable you to comply with demands made on you by third parties, to secure policies of title insurance, or to otherwise carry out the

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terms of their instructions and close this escrow. All parties agree to provide you with a completed "Statement of Information" 7 days, after receipt of said form, as required by the Title Company providing the Title Insurance policies for this transaction.

- 33. Conflicting Instructions and Disputes:** If Escrow Holder becomes aware of any conflicting demands or claims concerning this escrow, Escrow Holder shall have the right to discontinue all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction. Escrow Holder has the right at its option to file an action in interpleader requiring the parties to litigate their claims/rights. If such an action is filed, the parties jointly and severally agree (a) to pay Escrow Holder's cancellation charges, costs (including the funds held fees) and reasonable attorneys' fees, and (b) that Escrow Holder is fully released and discharged from all further obligations under the escrow. If an action is brought involving this escrow and/or Escrow Holder, the party(ies) involved in the action agree to indemnify and hold the Escrow Holder harmless against liabilities, damages and costs incurred by Escrow Holder (including reasonable attorneys' fees and costs) except to the extent that such liabilities, damages and costs were caused by the gross negligence or willful misconduct of Escrow Holder.
- 34. Gender:** In these escrow instructions, wherever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural.
- 35. Not to give financial advice:** The parties acknowledge and understand that Golden Coast Escrow, Inc., as escrow holder, are not authorized to practice the law nor do you give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of these escrow instructions. The parties acknowledge that no representations are made by you about the legal sufficiency, legal consequences, financial effects or tax consequences of the within escrow transaction.
- 36. Disposal of documents:** Golden Coast Escrow, Inc. are authorized to destroy or otherwise dispose of any and all documents, papers, escrow instructions, correspondence and records or other material constituting or pertaining to this escrow at any time after five (5) years from the date of: (1) the close of escrow; (2) the date of cancellation; or (3) the date of the last activity, without liability and without further notice to the parties. If for any reason, any one party to the transaction request copies of said file in storage from Escrow Holder, there will be a minimum charge of \$50.00 required to be deposited prior to the release of requested documentation.
- 37. Need for Independent Legal, Financial and Tax Advice:** The parties acknowledge and understand that you, as Escrow Holder, are not authorized to practice law nor does an escrow holder give financial or tax advice. The parties are advised to seek legal, financial and tax advice concerning the effect of these escrow instructions, and the terms and conditions of the purchase and sale transaction. The parties acknowledge that no representations are made by Escrow Holder about the legal sufficiency, legal consequences, financial effects or tax consequences of the within transaction.
- 38. Loan Payoffs**  
When a mortgage, deed of trust or tax lien is to be paid off through escrow, Escrow Holder is authorized to pay the payoff demand received from the creditor. Seller/borrower understands that a loan payoff may include a prepayment penalty and other charges.
- 39. PRIVACY STATEMENT**  
Effective Date: July 1, 2013

Golden Coast Escrow, Inc. respects the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains Golden Coast Escrow, Inc.'s privacy practices, including how we used the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. Golden Coast Escrow, Inc. may share information as described herein.


#### PERSONAL INFORMATION COLLECTED

We may collect personal information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transaction with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

#### DISCLOSURE OF PERSONAL INFORMATION

We may provide your personal information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

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- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

#### **Disclosure to Affiliated Companies:**

We are permitted by law to share your name, address and facts about your transaction with other companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

#### **Disclosure to Nonaffiliated Third Parties:**

We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

#### **CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION**

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

#### **ACCESS TO PERSONAL INFORMATION / REQUESTS FOR CORRECTION, AMENDMENT, OR DELETION OF PERSONAL INFORMATION**

As required by applicable law, Escrow Holder will afford you the right to access your personal information, under certain circumstances to find out to who your personal information has been disclosed, and request correction or deletion of your personal information. However, Golden Coast Escrow, Inc.'s current policy is to maintain customers' Personal Information for no less than your state's required retention requirements for the purpose of handling future coverage claims. For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Golden Coast Escrow, Inc.  
130 Centennial Way #D  
Tustin, CA 92780


#### **CHANGES TO THIS PRIVACY STATEMENT**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed. We, jointly and severally, acknowledge receipt of a complete copy of the within escrow instructions and by our signatures set forth below, acknowledge that we have read and understand and agree to the same in their entirety.

BY SIGNING BELOW, EACH PARTY SIGNING THE FOREGOING TERMS CONDITIONS, PROVISIONS AND INSTRUCTIONS TOGETHER WITH THE GENERAL PROVISIONS SET OUT HEREIN THESE INSTRUCTIONS HAS READ AND APPROVES, ACCEPTS AND AGREES TO BE BOUND. THE UNDERSIGNED BUYER (S) AND SELLER (S) ACKNOWLEDGES RECEIPT OF A COPY OF THESE INSTRUCTIONS.

**Seller(s)**

**Buyer(s)**

  
sheila.alvarez (Nov 29, 2022 10:16 PST)  
Garnsey Corp

City Of Santa Ana, a Charter City And Municipal, Corp

Seller(s) Initials 

Buyer(s) Initials \_\_\_\_\_

**EXHIBIT "C"****GRANT DEED**

When recorded, please mail this instrument and tax statements to:

**Clerk of the Council  
City of Santa Ana  
20 Civic Center Plaza, M-30  
Santa Ana, California 92701**

Free recording requested by  
THE CITY OF SANTA ANA PER  
GOVERNMENT CODE SECTION 6103.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CANCEL TAXES <b>X</b>	APPROVED AS TO FORM BY ATTY.	APPROVED BY DIRECTOR	DESCRIPTION WRITTEN BY	DESCRIPTION CHECKED-O.K.	A. P. N. <b>005-142-03</b>	R/W MAP NUMBER	PROJECT NUMBER
841 North Garnsey Street, Santa Ana, CA 92701							DEED NUMBER

**GRANT DEED**

**FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**

**Garnsey Corp, a Delaware Corporation**

Do Hereby Grant to the CITY OF SANTA ANA, a charter city and municipal corporation duly organized under the Constitution and laws of the State of California, for public purposes, all that real property in the City of Santa Ana, Orange County, State of California, located at 841 North Garnsey Street, Santa Ana, CA 92701, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF;

Dated : Nov 29, 2022

By:  sheila alvarez (Nov 29, 2022 10:16 PST)

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

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

## **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA,  
AND IS DESCRIBED AS FOLLOWS:

LOT 31 OF THE WAKEHAM TRACT, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF  
CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 8, PAGE 3 OF MISCELLANEOUS MAPS, IN  
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM A STRIP OF LAND 2 FEET WIDE OFF THE WEST SIDE OF SAID LOT AS  
CONVEYED TO THE CITY OF SANTA ANA, BY DEED RECORDED IN BOOK 206, PAGE 392 OF DEEDS,  
RECORDS OF ORANGE COUNTY, CALIFORNIA.

ASSESSOR'S PARCEL NUMBER: 005-142-03



ACKNOWLEDGEMENT

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 CALIFORNIA )

COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

(Seal)

## EXHIBIT “D”

### AMERICAN RESCUE PLAN ACT FINDINGS

The Purchase Price includes the use of American Rescue Plan Act funds that pursuant to 31 C.F.R. Section 35.6(b)(3)(ii)(A)(11) should be for “A program, service, capital expenditure, or other assistance that is provided to a disproportionately impacted household, population, or community” that meets the following purpose(s):

(iii) Investments in communities to promote improved health outcomes and public safety **such as parks**, recreation facilities, and programs that increase access to healthy foods.

The proposed park/open space for which this parcel is being acquired has total capital expenditures of greater than or equal to \$1 Million, but less than \$10 million has the following written justifications:

The proposed park/open space was detailed as Project 22-1342: Addition of Park/Open Space – Site Acquisitions, Expenditure Category: 2.22, Strong Healthy Communities: Neighborhood Features that Promote Health and Safety in The City of Santa Ana 2022 Recovery Plan Performance Report.

The project goal is to purchase additional open space for the 10th/Flower Properties for the development of a park with Outcome Measures to create additional open space that promotes health and safety.

Project 22-1342 is in Qualified Census Tract 750.02 and was identified as providing Services to Disproportionately Impacted Communities (EC 3) to allow the addition of a park/open space area that will consist of an expansion of green space and allow for healthy activities for our community members to participate in; and would improve the health and wellbeing of residents through exercise and activity.








# PSA 841 N Garnsey - revised 11-28-22

Final Audit Report

2022-11-29

Created:	2022-11-29
By:	Perla Zuniga (pzuniga@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE7mwchqYPIGGZNgq7_QUdZ8IMuaW1g9x

## "PSA 841 N Garnsey - revised 11-28-22" History

-  Document created by Perla Zuniga (pzuniga@santa-ana.org)  
2022-11-29 - 5:55:26 PM GMT- IP address: 98.153.69.210
-  Document emailed to sheila alvarez (sheila@nationonere.com) for signature  
2022-11-29 - 6:04:33 PM GMT
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2022-11-29 - 6:07:48 PM GMT- IP address: 104.28.85.123
-  Document e-signed by sheila alvarez (sheila@nationonere.com)  
Signature Date: 2022-11-29 - 6:16:25 PM GMT - Time Source: server- IP address: 172.89.32.236
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