

First American Title Company One Ridgegate Drive, Suite 225 Temecula, CA 92590 (951)296-2948 Fax - (866)771-0958

February 06, 2020 File No: RTE-6134410 (df)

Syed Azam and Farzana Quereshi

Re: 791 Orchard Avenue, Coachella, CA 92236

Dear Valued Customer:

Thank you for selecting **First American Title Company** to process your escrow. We look forward to working with you towards a successful closing. The file number for your transaction is referenced above. Your escrow officer is **Debbie Fritz** and can be reached at **(951)296-2948**. The fax number is **(866)771-0958**. Please do not hesitate to call at any time during your transaction. For status regarding your loan in process, please contact your Mortgage Broker or Lender.

## **ENCLOSED** are the following for your records:

- Escrow Action Items (these are items that may require your attention prior to close of escrow)
- Wiring Instructions please provide to your bank when arranging a wire transfer of funds
- Privacy Policy Notice
- General Provisions for First American Title Company
- Escrow Instructions
- Preliminary Report or Commitment for Title Insurance

## COMPLETE IN FULL, SIGN AND RETURN the enclosed items:

- Vesting Instruction and Amendment
- Buyer Information Request (if not previously given to Escrow Holder)
- General Provisions
- Offer for Homeowner's Insurance from First American Property & Casualty Insurance Company and Affiliated Business Disclosure
- Notice of Opportunity to Earn Interest (COMPLETE AND RETURN IS OPTIONAL)
- Escrow Instructions

Should you have any questions or need further assistance, please contact the undersigned. We appreciate the opportunity to serve you.

Sincerely,

Debbie Fritz Escrow Officer dfritz@firstam.com

df/nr



First American Title Company
One Ridgegate Drive, Suite 225, Temecula, CA 92590
Phone - (951)296-2941
Fax - (866)771-0958

File: RTE-6134410

Syed Azam and Farzana Quereshi

## Cyber Fraud Warning to Buyers

Cyber-crimes involving email breaches and wire fraud are present in the real estate industry.

## \*\* Our Wire Instructions Do Not Change. \*\*

First American Trust, FSB is the bank First American Title Company uses to receive domestic wires\*. If you receive wiring instructions to send funds to a bank other than First American Trust, FSB, you should consider it suspect and call our office at an independently verified phone number. Do not inquire with the sender.

\*Contact your escrow officer if sending funds from outside of the United States.

Please see: Protect Your Money from Wire Fraud Schemes When Buying a Home:

https://www.youtube.com/watch?v=ek4TwC9owwY issued by the American Land Title Association

## Thank You For Choosing First American Title

## YOUR COPIES



YOU ARE ALWAYS FIRST WITH US!!!

## File No.:**RTE-6134410 (df )**

## **ESCROW ACTION ITEMS - BUYER**

Escrow Officer: Debbie Fritz
File No.:RTE-6134410 (df)

Re: 791 Orchard Avenue, Coachella, CA 92236 ("Property")

<u>Vesting:</u> In preparation for closing, escrow will need to know how you want to take title to the Property. A copy of "Common Ways to Take Title to California Residential Real Property" is included with vesting instructions in this package. You may want to discuss vesting options with your financial, tax or legal advisor.

New Lender: If you are obtaining a new loan, please provide us with your lender's contact information as soon as possible. We will also need the loan officer's name and telephone number. Completing the enclosed **Buyer Information Request** form will assist in this process. If you change lenders for any reason during the transaction, please notify us immediately. If you have questions regarding your loan, please call your loan officer directly.

Closing Disclosure: If your new loan is subject to TILA-RESPA Integrated Mortgage Disclosure ("TRID") rules (effective 10/3/15), your lender (or we, on behalf of your lender) will provide you with a Closing Disclosure at least three business days before closing. Business days include all calendar days except Sunday and certain Federal holidays. Closing will, in most instances, be the date you sign the loan documents. In order to give us and your lender time to collaborate and prepare the Closing Disclosure please provide us will all information regarding the transaction you have as early as possible. The lender may require all information to be received 10-12 days prior to closing in order to allow them time to prepare and deliver the Closing Disclosure to you. Additionally, try to avoid making any changes to the transaction after the transaction information has been provided as any change will require the preparation of a new Closing Disclosure. In limited circumstances a change will result in a new 3 day review period arising.

**Preliminary Report or Commitment:** will issue a Preliminary Report or a Commitment, which will indicate the basis on which the Company is prepared to issue a Policy of Title Insurance. The report may include exceptions for liens, easements or other encumbrances for which no coverage will be provided, unless these matters are resolved to the Company's satisfaction. If requested by your real estate agent, you will receive a copy of the report in the mail; otherwise, your agent will receive the report and should review it with you. If you have any questions regarding the report, please call your escrow officer.

**Title Insurance:** If your new loan is subject to TRID rules, your lender will require a policy of title insurance to insure their loan. This policy does not insure you as the owner. An owner's policy of title insurance is available to insure your title. Because an owner's policy of title is not required by the lender as a condition of your loan, Federal Regulations require the lender to disclose on its Loan Estimate and Closing Disclosure that owner's title insurance is optional if it is paid for by you. Additionally, because the loan policy is required, Federal Regulations require the lender to disclose the full premium for the loan policy even if the loan policy can be obtained at a discount if issued simultaneously with an owner's policy. To offset the disclosure of a higher premium for the loan policy, a lower premium is disclosed for the owner's policy in states where a simultaneous issue discount is available. As a consequence, the disclosed premiums will not match the actual premiums that will be charged although the total premium for both the loan policy and the owner's policy will be the same. If the seller will be paying all or a portion of the title insurance premiums, an adjustment will need to be made on the Closing Disclosure so you and the seller pay the actual premiums instead of the disclosed premiums.

<u>Homeowner's Insurance:</u> Your lender may require you to provide evidence of homeowner's insurance prior to close of escrow. Please discuss the purchase with your insurance agent and provide us with their contact information by completing the **Buyer Information Request** form. Payment of the premium and impounds, if any, will be included in your closing amount and paid through escrow.

<u>Credit Cards and Bills</u>: If your lender requires you to pay off any credit cards and/or bills through escrow, we will require copies of your most recent statements. Please contact your escrow officer prior to your signing appointment to take care of this requirement.

CLOSING FUNDS: If funds are required from you to close escrow, your escrow officer will provide you with an amount when available. The preferred form of funds is a wire transfer. BEWARE OF CYBER CRIME!

File No.: RTE-6134410 (df)

Confirm First American wire instructions at a known phone number with your escrow officer before sending a wire transfer. Cashier's checks are legally acceptable, but may cause a delay due to our need to validate the authenticity of the check. ACH credits will not be accepted for closing funds.

Please Note: Contact your Escrow Officer if your transaction involves the use of "Gift" or "Third Party" Funds.

**Signing Appointment:** After escrow receives your loan documents, you will be contacted to schedule your signing appointment. The appointment should take approximately 30 minutes to one hour.

**Identification:** Please bring to your signing appointment one current form of identification issued by a federal or state government with your picture, signature and physical description (for example, driver's license, military ID, passport). **Your picture ID should reflect your name as it appears on your loan documents.** If you do not bring a picture ID to the appointment, we will not be able to notarize documents and proceed with closing.

**Recording and Possession:** After you have signed all closing documents and deposited good funds to close, if any, recordation and disbursement may occur within 1 to 4 business days, depending on the type of transaction. Possession of the Property and delivery of keys are **not** handled by escrow. These matters should be handled by your real estate agent, or between you and the seller.

Online Resources: Visit firstam.tv for information about title insurance and settlement services.



First American Title Company One Ridgegate Drive, Suite 225 Temecula, CA 92590 (951)296-2948

File No.: RTE-6134410 (df )

## INCOMING WIRE INSTRUCTIONS

Beware of cyber-crime! If you receive an e-mail or any other communication that appears to be generated from a First American Title Company employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust.

## \*\* Our Wire Instructions Do Not Change. \*\*

Funds from other than buyer or seller: Other than funds from a designated lender, real estate agent or broker, or the attorney of record, we will only accept incoming wires that are from the buyer or seller on a transaction. Other third-party deposits not accompanied by appropriate instructions will be returned to the remitter.

IMPORTANT! DO NOT SEND AN ACH TRANSFER FOR CLOSING: An ACH transfer is not immediately available funds and requires additional time for clearance. If you are unsure if you are sending the funds via Wire Transfer or ACH, contact your bank for Wiring Instructions prior to transmitting the funds. Contact our office at (951)296-2941 prior to sending funds by ACH transfer. Acceptance of ACH transfers are subject to state law.

Funds from a non-U.S. Bank: If your funds are being wired from a non-U.S. bank, additional charges may apply. When wires are returned to a bank outside the United States, First American Title Company shall not be responsible or liable for any loss or expense incurred as a result of currency exchange rates, delays in availability of funds, or delays due to the U.S. bank or foreign bank requiring additional information. First American Title Company shall have no liability or responsibility after properly initiating the wire return. Failure to deposit funds as specified herein may delay the recordation and closing of this escrow transaction. First American Title Company will not accept any responsibility or liability for any delays and/or penalties imposed due to non-receipt of good funds as described herein, including but not limited to wire transfer delays caused by either the transmitting or receiving bank.

IMPORTANT: Notify our office at (951)296-2941 when you have transmitted your wire.

PAYABLE TO:

First American Title Company

BANK:

First American Trust, FSB

ACCOUNT NO.: ROUTING NUMBER

3013540000

SWIFT Code:

122241255

FATUUS66

BANK ADDRESS

5 First American Way, Santa Ana, CA 92707 (Do not use to mail checks.

This address is for Wire Transfers only)

PLEASE REFERENCE THE FOLLOWING:

PROPERTY:

791 Orchard Avenue, Coachella, CA 92236

FILE NUMBER:

RTE-6134410

WIRES MAY BE RETURNED IF THE FILE NUMBER AND PROPERTY REFERENCE ARE NOT INCLUDED



## **Privacy Notice**

Effective: January 1, 2020

**Notice Last Updated:** January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <a href="https://www.firstam.com/privacy-policy/index.html">https://www.firstam.com/privacy-policy/index.html</a>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both personal and non-personal information about and from you. Personal information is non-public information that can be used to directly or indirectly identify or contact you. Non-personal information is any other type of information.

How Do We Collect Your Information? We collect your personal and non-personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

**How Do We Share Your Personal Information?** We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your personal information is important to us. That is why we take commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

**International Jurisdictions**: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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Form 10-PRIVACY19 (1-10-20)	Page 1 of 3	Privacy Notice (2019 First American Financial Corporation)



## **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know**. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to <u>dataprivacy@firstam.com</u>.

**Right of Deletion**. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to <a href="mailto:dataprivacy@firstam.com">dataprivacy@firstam.com</a>.

**Verification Process**. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

**Right of Non-Discrimination**. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

<u>Collection Notice</u>. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Sources	Categories of sources from which we've collected <b>personal information</b> include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected <b>personal information</b> include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity

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## First American Title"

# Categories of Third Parties Shared

The categories of third parties with whom we've shared **personal information** include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of personal information of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

## Escrow General Provisions-REVISED FEBRUARY 23, 2017

Use of Escrow Holder's services after receipt of these provisions constitutes acceptance of the terms. Please read for general information about the escrow process.

#### 1. SPECIAL DISCLOSURES:

#### A. DEPOSIT OF FUNDS & DISBURSEMENTS

Unless directed in writing to establish a separate, interest-bearing account together with all necessary taxpayer reporting information, all funds shall be deposited in general escrow accounts in a federally insured financial institution including those affiliated with Escrow Holder ("depositories"). All disbursements shall be made by Escrow Holder's check or by wire transfer unless otherwise instructed in writing. The Good Funds Law (California Insurance Code 12413.1) mandates that Escrow Holder may not disburse funds until the funds are, in fact, available in Escrow Holder's account. Wire transfers are immediately disbursable upon confirmation of receipt. Funds deposited by a cashier's or certified check are generally available on the next banking day following deposit. Funds deposited by a personal check and other types of instruments may not be available until confirmation from Escrow Holder's bank which can vary from 2 to 10 days.

### B. DISCLOSURE OF POSSIBLE BENEFITS TO ESCROW HOLDER

As a result of Escrow Holder maintaining its escrow accounts with the depositories, Escrow Holder may receive certain financial benefits such as bank services, accommodations, loans, credits or other business transactions from the depositories which shall accrue to the sole benefit of Escrow Holder and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of any such benefits.

## C. ADDITIONAL FEES FOR THIRD PARTY SERVICES

Escrow Holder may incur additional costs for services performed by third parties. The fees charged by Escrow Holder for such services including, but not limited to, wire transfers, overnight deliveries, messenger or other third party services may include a mark up over the direct cost to Escrow Holder of such services.

## D. METHOD TO DELIVER PAYOFF TO LENDERS/LIENHOLDERS

To minimize the amount of interest due on any existing loan or lien, Escrow Holder will deliver the payoff funds to the lender/lienholder as soon as Escrow Holder is able after confirmation of recordation/close of escrow and as demanded by the lender/lienholder using (a) personal delivery, (b) wire transfer, or (c) overnight delivery service, unless otherwise directed in writing by the affected party. Certain payments such as home equity line of credit payoffs ("HELOCS") may require additional time to process.

## 2. "CLOSE OF ESCROW"/PRORATIONS & ADJUSTMENTS

The term "close of escrow" means the date on which documents are recorded. All prorations and/or adjustments shall be made to the close of escrow based on the number of actual days, unless otherwise instructed in writing.

## 3. CONTINGENCY PERIODS (Applies only when property being transferred)

Escrow Holder shall not be responsible for monitoring contingency time periods between the parties. The parties shall execute such documents as may be requested by Escrow Holder to confirm the status of any such periods.

#### 4. REPORTS

- **A.** Preliminary Report -Escrow Holder has neither responsibility nor liability for any title search that may be performed in connection with the issuance of a preliminary report.
- **B.** Other Reports-As an accommodation, Escrow Holder may agree to transmit orders for inspection, termite, disclosure and other reports if requested, in writing or orally, by the parties or their agents. Escrow Holder shall deliver copies of any such reports as directed. Escrow Holder is not responsible for reviewing such reports or advising the parties of the content of same.

### 5. INFORMATION FROM AFFILIATED COMPANIES

Escrow Holder may provide the parties' information to and from its affiliates in connection with the offering of products and services from these affiliates.

## 6. RECORDATION OF DOCUMENTS

Escrow Holder is authorized to record documents delivered through escrow which are necessary or proper for the issuance of the requested title insurance policy(ies). Buyer will provide a completed Preliminary Change of Ownership Report form ("PCOR"). If Buyer fails to provide the PCOR, Escrow Holder shall close escrow and charge Buyer any additional fee incurred for recording the documents without the PCOR. Escrow Holder is released from any liability in connection with same.

File No.: RTE-6134410 (df )

## 7. PERSONAL PROPERTY TAXES

No examination, UCC search, insurance as to personal property and/or the payment of personal property taxes is required unless otherwise instructed in writing.

#### 8. REAL PROPERTY TAXES

Real property taxes are prorated based on the most current available tax statement from the tax collector's office. Supplemental taxes may be assessed as a result of a change in ownership or completion of construction. Adjustments due either party based on the actual new tax bill issued after close of escrow or a supplemental tax bill will be made by the parties outside of escrow and Escrow Holder is released of any liability in connection with such adjustments. The first installment of California real property taxes is due November 1st (delinquent December 10th) and the second installment is due February 1st (delinquent April 10th). If a tax bill is not received from the County at least 30 days prior to the due date, buyer should contact the County Tax Collector's office and request one. Escrow Holder is not responsible for same.

## 9. CANCELLATION OF ESCROW (Applies only when property being transferred)

Any party desiring to cancel this escrow shall deliver written notice of cancellation to Escrow Holder. Within a reasonable time after receipt of such notice, Escrow Holder shall send by regular mail to the address on the escrow instructions, one copy of said notice to the other party(ies). Unless written objection to cancellation is delivered to Escrow Holder by a party within 10 days after date of mailing, Escrow Holder is authorized, at its option, to comply with the notice and terminate the escrow. If a written objection is received by Escrow Holder, Escrow Holder is authorized, at its option, to hold all funds and documents in escrow (subject to the Funds Held in Escrow fee) and to take no other action until otherwise directed by either the parties' mutual written instructions or a final order of a court of competent jurisdiction. If no action is taken on this escrow within 6 months after the closing date specified in the escrow instructions, Escrow Holder's obligations shall, at its option, terminate. Upon termination of this escrow, the parties shall pay all fees, charges and reimbursements due to Escrow Holder and all documents and remaining funds held in escrow shall be returned to the parties depositing same.

## 10. CONFLICTING INSTRUCTIONS & RELATED 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 in Escrow fee) 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 attorney's fees and costs) except to the extent that such liabilities, damages and costs were caused by the negligence or willful misconduct of Escrow Holder.

#### 11. USURY

Escrow Holder is not to be concerned with usury as to any loans or encumbrances in this escrow and is hereby released of any responsibility and/or liability therefore.

## 12. AMENDMENTS TO ESCROW INSTRUCTIONS (Applies only when property being transferred)

Any amendment to the escrow instructions must be in writing, executed by all parties and accepted by Escrow Holder. Escrow Holder may, at its sole option, elect to accept and act upon oral instructions from the parties. If requested by Escrow Holder the parties agree to confirm said instructions in writing as soon as practicable. The escrow instructions as amended shall constitute the entire escrow agreement between the Escrow Holder and the parties hereto with respect to the subject matter of the escrow.

File No.: RTE-6134410 (df )

### 13. FIRE, HAZARD OR LIABILITY INSURANCE POLICIES

In all matters relating to fire, hazard or liability insurance, Escrow Holder may assume that each policy is in force and that the necessary premium has been paid. Escrow Holder is not responsible for obtaining fire, hazard or liability insurance, unless Escrow Holder has received specific written instructions to obtain such insurance prior to close of escrow from the parties or their respective lenders.

## 14. COPIES OF DOCUMENTS; ELECTRONIC SIGNATURES; AUTHORIZATION TO RELEASE

Escrow Holder is authorized to rely upon copies of documents, which include facsimile, electronic, NCR, or photocopies as if they were an originally executed document. Escrow Holder may agree to accept electronically signed documents from a platform or program approved by Escrow Holder. If requested by Escrow Holder, the originals of such documents and/or original signatures shall be delivered to Escrow Holder. Escrow Holder may withhold documents and/or funds due to the party until such originals are delivered. Documents to be recorded MUST contain original signatures. Escrow Holder may furnish copies of any and all documents to the lender(s), real estate broker(s), attorney(s) and/or accountant(s) involved in this transaction upon their request. Delivery of documents by escrow to a real estate broker or agent who is so designated in the purchase agreement shall be deemed delivery to the principal.

## 15. EXECUTION IN COUNTERPART

The escrow instructions and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute the same instruction.

## 16. TAX REPORTING, WITHHOLDING & DISCLOSURE (Applies only when property being transferred)

The parties are advised to seek independent advice concerning the tax consequences of this transaction, including but not limited to, their withholding, reporting and disclosure obligations. Escrow Holder does not provide tax or legal advice and the parties agree to hold Escrow Holder harmless from any loss or damage that the parties may incur as a result of their failure to comply with federal and/or state tax laws. WITHHOLDING OBLIGATIONS ARE THE EXCLUSIVE OBLIGATIONS OF THE PARTIES. ESCROW HOLDER IS NOT RESPONSIBLE TO PERFORM THESE OBLIGATIONS UNLESS ESCROW HOLDER AGREES IN WRITING.

## A. TAXPAYER IDENTIFICATION NUMBER REPORTING

Federal law requires Escrow Holder to report seller's social security number or tax identification number (both numbers are hereafter referred to as the "TIN"), forwarding address, and the gross sales price to the Internal Revenue Service ("IRS"). To comply with the USA PATRIOT Act, certain taxpayer identification information (including, but not limited to, the TIN) may be required by Escrow Holder from certain persons or entities involved (directly or indirectly) in the transaction prior to closing.

Escrow cannot be closed nor any documents recorded until the information is provided and certified as to its accuracy to Escrow Holder. The parties agree to promptly obtain and provide such information as requested by Escrow Holder.

## **B. STATE WITHHOLDING & REPORTING**

In accordance with Section 18662 of the Revenue and Taxation Code (R&TC), a buyer may be required to withhold an amount equal to 3 1/3% (.0333) of the sale price, or an optional gain on sale withholding amount certified by the seller in the case of a disposition of California real property interest by either:

- 1. A seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the sellers.
- 2. A corporate seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

File No.: RTE-6134410 (df )

File No.: RTE-6134410 (df)

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following applies:

- 1. The sale price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000).
- 2. The seller executes a written certificate under the penalty of perjury certifying that the seller is a corporation with a permanent place of business in California.
- 3. The seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate under the penalty of perjury of any of the following:
- **a.** The California real property being conveyed is the seller's or decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code (IRC)).
- **b.** The last use of the property being conveyed was by the transferor as the transferor's principal residence (within the meaning of IRC Section 121).
- c. The California real property being conveyed is, or will be, exchanged for property of like kind (within the meaning of IRC Section 1031), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under IRC Section 1031.
- **d.** The California real property has been compulsorily or involuntarily converted (within the meaning of IRC Section 1033) and the seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under IRC Section 1033.
- e. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

Contact FTB: For additional information regarding California withholding or for the Alternative Withholding, contact the Franchise Tax Board at (toll free) 888-792-4900), by e-mail WSCS.GEN@ftb.ca.gov; or visit their website at www.ftb.ca.gov.

## C. FEDERAL WITHHOLDING & REPORTING

Certain federal reporting and withholding requirements exist for real estate transactions where the seller (transferor) is a non-resident alien, a non-domestic corporation, partnership, or limited liability company; or a domestic corporation, partnership or limited liability company controlled by non-residents; or non-resident corporations, partnerships or limited liability companies.

### D. TAXPAYER IDENTIFICATION DISCLOSURE

Federal and state laws require that certain forms include a party's TIN and that such forms or copies of the forms be provided to the other party and to the applicable governmental authorities. Parties to a real estate transaction involving seller-provided financing are required to furnish, disclose, and include the other party's TIN in their tax returns. Escrow Holder is authorized to release a party's TINs and copies of statutory forms to the other party and to the applicable governmental authorities in the foregoing circumstances. The parties agree to hold Escrow Holder harmless against any fees, costs, or judgments incurred and/or awarded because of the release of their TIN as authorized herein.



First American Title Company One Ridgegate Drive, Suite 225 Temecula, CA 92590 (951)296-2948 Fax - (866)771-0958

## **ESCROW INSTRUCTIONS**

To: First American Title Company, Escrow Holder Debbie Fritz, Escrow Officer

File No.: RTE-6134410 (df)
Date: February 06, 2020

Estimated Closing Date: March 12, 2020

Purchase Price: 318,000.00

Re: 791 Orchard Avenue, Coachella, CA 92236
("Property")
Syed Azam and Farzana Quereshi ("Buyer")
The Prince Family Trust ("Seller")

This escrow has been opened pursuant to that certain real estate purchase agreement entitled "Commercial Property Purchase Agreement and Joint Escrow Instructions" dated as of January 13, 2020 ("Purchase Agreement") by and between the above Buyer and Seller (collectively the "Parties") on the Property described above and as further legally described in the Preliminary Report issued in connection with this escrow. The terms and conditions of the Purchase Agreement which constitute instructions to Escrow Holder are incorporated herein by reference.

First American Title Company will act as Escrow Holder for the Parties pursuant to the Purchase Agreement subject to the following term and conditions.

**General Provisions:** Escrow Holder's duties and responsibilities in this escrow are subject to the General Provisions. To the extent that the Purchase Agreement is inconsistent with the General Provisions, the terms of the General Provisions shall control as to Escrow Holder's rights, duties and responsibilities.

### Clarification of Purchase Agreement Terms:

Sales Price: The sales price of the Real Property is \$318,000.00.

Acceptance Date: The acceptance date of the Agreement has been determined to be January 27, 2020.

Opening Date: The opening of escrow date is January 27, 2020.

Contingency/Title Review Period: Buyer's contingency/title review period shall expire on February 17,

2020.

Close of Escrow: The estimated settlement date is March 21, 2020.

**Title Approval:** Buyer acknowledges receipt of a copy of the Preliminary Report issued in connection with this escrow for the above-referenced property and containing the legal description of the property which is the subject of this escrow.

Buyer approves the contemplated policy form and acknowledges that the Policy of Title Insurance shall be subject to all exceptions shown on the Preliminary Report except:

- 1. Delinquent general and special taxes, assessments and/or bonds
- 2. Voluntary and/or involuntary liens created by Seller or prior owner not assumed by Buyer
- 3. Deed(s) of Trust not assumed by Buyer

## (Buyer: please list above the numbers of the specific exceptions on the preliminary report which are disapproved and initial.)

The policy shall also be subject to any deeds of trust and or other voluntary liens executed by Buyer as part of this escrow and general and special taxes and assessments which as of the date of close of escrow are a lien not yet due and payable.

Buyer further acknowledges that First American Title Company has not examined the public records for any involuntary liens that may be of record against the undersigned Buyer(s).

Buyer understands that, should there be any involuntary liens recorded against the Buyer at the time Buyer acquires title, these involuntary liens will become liens on the title to the property.

**Estimated Settlement Statement:** Upon Close of Escrow, Escrow Holder is instructed to disburse in accordance with the executed "Estimated Settlement Statement" without further instruction from the parties hereto.

Release of funds to Seller prior to close of escrow: Upon receipt of these instructions signed by Buyer and expiration of the Buyer's contingency/title review period, Escrow Holder is hereby authorized and instructed to release to Seller the sum of \$10,000.00. Buyer is aware that there shall be no further authorization required from Buyer prior to this release of funds. All parties understand that no documents have been recorded and title to subject property will not have been conveyed to Buyer at the time of this release. First American Title Company is hereby relieved of any and all liability and/or responsibility in connection with the payment of funds to Seller prior to closing. Once released, and in the event this escrow is not consummated for any reason whatsoever, Escrow Holder shall in no way participate in any attempt to recover the funds so paid to Seller prior to closing. At the close of escrow, the sum of \$10,000.00 is to be charged to Seller's account and credited to Buyer's account toward the purchase price herein.

**Local Transfer Forms:** Buyer and Seller acknowledge that local ordinances may require the completion and submittal of certain certificates or applications, or physical modifications such as to sewer laterals and to sidewalks, in connection with the transfer of ownership of the subject property, referred to herein as "Local Transfer Obligations." Buyer and Seller further acknowledge and agree that the completion or submittal of these Local Transfer Obligations shall be handled outside of escrow and are not the responsibility of Escrow Holder. Specifically, Escrow Holder is not responsible for: 1) identifying or advising regarding any such requirements, 2) furnishing, completing or submitting forms, or 3) paying or disbursing any funds in connection therewith. Buyer and Seller authorize and instruct Escrow Holder to close this escrow without inquiry or concern regarding the status of any Local Transfer Obligations.

In the event Escrow Holder agrees to receive any forms for forwarding to other parties or governmental agencies, Escrow Holder will be performing such actions as an accommodation only, and shall have no responsibility for the sufficiency or completeness of the documents, nor any responsibility for follow up or correction of any deficiencies. If Escrow Holder has transmitted any type of filing fee on behalf of the parties by its check and the check remains un-negotiated and becomes stale-dated or is returned to Escrow Holder by the agency, the parties instruct Escrow Holder to void its check and disburse the funds to the Buyer. Any related forms that are returned to Escrow Holder shall also be forwarded to the Buyer.

**Satisfaction of Executory Terms:** Pursuant to the Purchase Agreement, the consummation of the escrow is subject to satisfaction of certain executory terms and provisions which are not the responsibility of Escrow Holder. The Parties shall be solely responsible for determining such satisfaction and the Buyer and Seller execution of the Estimated Closing Statement, deposit of Grant Deed and funds for closing with Escrow Holder shall be deemed that such executory terms have been fully satisfied or are otherwise waived (as to Escrow Holder's duties) and Escrow Holder's receipt of the above described documents shall constitute a direction to Escrow Holder to close the Escrow. This provision is for the benefit of Escrow Holder only and not to be deemed a waiver or release of contractual obligations between the principals hereto.

SELLER:

**Funds Held Fee:** In the event that funds remain in escrow for any reason more than 90 days after the close of escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e. quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

**Document/Funds Delivery:** After close of escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Holder.

## Jack Prince and Avis Prince, Trustees of The Prince Family Trust Jack Prince, Trustee Avis Prince, Trustee Forwarding Address: Phone: **BUYER:** Syed Azam Farzana Quereshi Forwarding 35400 BOB HOPE DR SUITE 209. Address: Rancho Mirage CA 98270. 760 - 567 - 4367. Phone:

# IMPORTANT INFORMATION ABOUT THE COMPLETION OF THIS FORM PENALTIES ASSESSED BY THE TAX COLLECTOR FOR NON-COMPLETION HAVE INCREASED

CA Senate Bill 507 signed into Law and effective in 2012 amends Sections of the Revenue and Taxation Code relating to taxation, increasing the penalties imposed for failure to file a change of ownership report.

Because of the potential for significantly higher penalties, it is very important that you:

- 1) Complete the Preliminary Change of Ownership Report ("PCOR") with all information;
- 2) Ensure that the mailing address for the grantee is complete and accurate to ensure that the Assessor can contact you with any inquiries.

The Title Company/Escrow Officer cannot help you complete this document because of liability reasons.

If you are unable to complete the PCOR or it is rejected for filing, the County will charge an additional \$20 fee and the Assessor will mail notification to you requesting completion of the PCOR. If you don't complete and return the PCOR at that time, a penalty can be assessed and added to your tax bill.

#### PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject

property, in accordance with section 480.3 of the Revenue and Taxation

conve	-	Change of Ownership Report must be filed with each ee County Recorder's office for the county where cated.				
ASSESS 778-05	OR'S PARCEL	NUMBER				
SELLER	TRANSFERO					
BUYER/	TRANSFEREE					
	S DAYTIME T	ELEPHONE NUMBER 567-4367				
BUYER'S	S EMATI ADD					
		R PHYSICAL LOCATION OF REAL PROPERTY	<del></del>			<del></del>
		ue, Coachella, CA 92236		<del></del>	<del></del>	<del></del>
	ES NO	of occupancy or intended occupancy.		МО	DAY	YEAR
	· <del>-</del> · · · · · · · · · · · · · · · · · · ·	who was compensated at 100% by the Department of Veterans	Affairs?			<u> </u>
MAIL PR	- <del>-</del>	(INFORMATION TO (NAME)				
MATI PR		(INFORMATION TO (ADDRESS)	CITY	<del></del>	CTATE	7770 0005
		OB HOPE DR SWIE 209	RANCHOM	IRAGE	STATE	ZIP CODE
		FER INFORMATION Please complete all stateme	ents.			
	NO   A. B.   C.	This transfer is the result of a cotenant's death. Date of death  This transaction is to replace a principal residence by a person 55 year Within the same county?  YES NO  This transaction is to replace a principal residence by a person who is section 69.5. Within the same county?  YES NO  This transaction is only a correction of the name(s) of the person(s marriage). If YES, please explain:  The recorded document creates, terminates, or reconveys a lender's in This transaction is recorded only as a requirement for financing purpos (e.g., cosigner). If YES, please explain:	se, death of a spouse, of with the California Secretary grandparent(s) and grants of age or older.  severely disabled as definitions the property.  ses or to create, terminal	tary of State indchild(ren ined by Rev property (e) te, or recon	e (addition and Ta	exation Code e change upon
	<u></u> ј Ј. К.	<ul> <li>J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.</li> <li>K. This is a transfer of property:</li> </ul>				
		1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of				
		the transferor, and/or the transferor's spouse registered domestic partner.  2. to/from an irrevocable trust for the benefit of the				
	L.	creator/grantor/trustor and/or grantor's/trustor's spouse.  This property is subject to a lease with a remaining lease term of 35 years.  This is a transfer between parties in which properties a interest of the	ears or more including w	ritten optio	ns.	•
	<u> </u>	This is a transfer between parties in which proportional interests of the being transferred remain exactly the same after the transfer.				ery parcel
	N.   ∗∩	This is a transfer subject to subsidized low-income housing requirement.  This transfer is to the first purchaser of a new building containing an ac-		_	strictions.	
	*O. This transfer is to the first purchaser of a new building containing an active solar energy system.					
	* Piea	Other. This transfer is to see refer to the instructions for Part 1.	·			
	Pie	ase provide any other information that will help the Assesso	r understand the na	iture of th	e transfe	r.

BOE-502-A (P2) REV. 13 (06-17)

## PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

B. Type of transfer:		
Purchase Foredosure Gift Trade or excha	ange Merger, stock, or partnership acquisition (Fo	m BOE-100-B)
Contract of sale. Date of contract:	Inheritance. Date of de	eath:
	a lease Termination of a lease. Date lease began	1:
Original term in years (including written	options): Remaining term in years (including	written options):
Other. Please explain:	·	
C. Only a partial interest in the property was transferred.	NO If YES, indicate the percentage transfe	erred: <u>%</u>
PART 3. PURCHASE PRICE AND TERMS OF SALE	Check and complete as applicable.	A control of some and a control of the control of t
A. Total purchase price		\$ 318,000.00
B. Cash down payment or value of trade or exchange excluding dosing	costs	Amount \$
C. First deed of trust @ % interest for years. Monthl		
FHA (Discount Points)	140A	Amount \$
Bank/Savings & Loan/Credit Union Loan carried by selle	er	
Balloon payment \$ Due date:		
D. Second deed of trust @% interest foryears. Monthly	payment \$	Amount \$
Fixed rate Variable rate Bank/Savings & Loan/Cred Balloon payment \$ Due date:	dit Union Loan carried by seller	
E. Was an Improvement Bond or other public financing assumed by the		dina halanco è
F. Amount, if any, of real estate commission fees paid by the buyer whi		ding balance \$
		<b>&gt;</b>
G. The property was purchased: Through real estate broker. Broke	er name: <b>HomeSmart</b> Phone number <b>Professionals</b>	: (    )
Direct from seller From a family member-Relationship		
	<del>)</del>	
Other. Please explain:		
H. Please explain any special terms, seller concessions, broker/agent for balance) that would assist the Assessor in the valuation of your property.		., buyer assumed the existing loan
PART 4: PROPERTY INFORMATION	Check and complete as applicable.	
PARI 4: PROPERIT MITORMALLON	Great and complete as applicables	
A. Type of property transferred		
		anufactured home
A. Type of property transferred  Single-family residence  Multiple-family residence. Number of units:	Co-op/Own-your-own	lanufactured home nimproved lot
A. Type of property transferred  Single-family residence	Co-op/Own-your-own Condominium	
A. Type of property transferred  Single-family residence  Multiple-family residence. Number of units:  Other. Description: (i.e., timber, mineral, water rights, etc.)	Co-op/Own-your-own Condominium Timeshare	nimproved lot ommercial/Industrial
A. Type of property transferred  Single-family residence  Multiple-family residence. Number of units:  Other. Description: (i.e., timber, mineral, water rights, etc.)  B. YES NO Personal/business property, or incentives, prov	Co-op/Own-your-own Condominium Timeshare  vided by seller to buyer are included in the purchase p	nimproved lot ommercial/Industrial orice. Examples of personal property
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The Assessor's office may contact you for additional information regarding this transaction.

#### ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

**NOTICE:** The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may** be responsible for the current or upcoming property taxes even if you do not receive the tax bill.

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is <u>very important</u>. If there is a question or a problem, the Assessor needs to be able to contact you.

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.

#### PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

**C,D,E, F:** If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. NOTE: If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

**G:** Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

- H: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.
  - "Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.
- I: A "cosigner" is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.
- M: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the interest held in each and every parcel being transferred remains exactly the same.
- N: Check YES only if property is subject to subsidized low-income housing requirements with governmentally imposed restrictions; property may qualify for a restricted valuation method (i.e., may result in lower taxes).
- O: If you checked YES, you may qualify for a new construction property tax exclusion. A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.

#### **PART 2: OTHER TRANSFER INFORMATION**

- **A:** The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.
- **B:** Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.
- **C.** If this transfer was the result of an inhertiance following the death of the property owner, please complete a Change in Ownership Statement, Death of Real Property Owner, form BOE-502-D, if not already filed with the Assessor's office.

#### PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

- A. Enter the total purchase price, not including closing costs or mortgage insurance.
  - "Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.
- B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.
  - "Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.
- C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.
  - A "balloon payment" is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.
- D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.
- E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.
  - An "improvement bond or other public financing" is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.
- F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.
- **G.** If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).
- **H.** Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

#### **PART 4: PROPERTY INFORMATION**

- A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.
- **B.** Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are dub memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.
- **C.** Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.
- **D.** Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.
- E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.