RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") made on TBD /2024,

("Effective Date") between:	
Town of Los Gatos ("Buyer") with a mailing address of:	
110 E Main Street, Town of Los Gatos, State of California who agrees to bu	ıy
AND	
("Seller") with a mailing address of:	
653 Blossom Hill Road, Town of Los Gatos, State of California, who agrees convey real and personal property as described below. Buyer and Seller, ea "Party" and collectively. the "Parties."	
1. Legal Description. That certain real property located at 653 Blosson Los Gatos, CA 95032, as more particularly described on Exhibit A, a Agreement, together with all improvements, fixtures, appurtenances, and rights belonging or relating thereto (the "Property"). The Property Market Rate ("BMR") single family residence.	ttached to this easements,
Street Address: 653 Blossom Hill Road, Los Gatos, CA 95032 Tax Parcel Information or Assessor's Parcel No: 529-65-002 Other Description: See Preliminary Title Report	
2. Personal Property . In addition to the real property described in Section shall include no personal property.	n 1, the Seller
3. Purchase Price and Terms. The Buyer agrees to purchase the Property \$476,154.00 (Four Hundred and Seventy-Six Thousand One Hundred and Dollars) as follows: (check one)	
oxtimes - All Cash Offer. No loan or financing of any kind is required in order to Property.	purchase the
 □ - Bank Financing. The Buyer's ability to purchase the Property is conting Buyer's ability to obtain financing under the following conditions: (check one □ - Conventional Loan □ - Other: BEGIN Down Payment Assistance Loan 	•
	ATTACHMENT 3
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Buyer's Initials _____ Seller's Initials _____

4. Earnest Money . After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$0.00 as consideration by N/A at 5:00 □ AM ☒ PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted ☒ is □ is not required to be placed in a separate trust or escrow account in accordance with State law.
5. Sale of Another Property . Buyer's performance under this Agreement shall not be contingent upon selling another property.
6. Closing Costs . The costs attributed to the Closing of the Property shall be the responsibility the Buyer and the Seller as assigned per custom in Santa Clara County and as indicated in the attached net sheet. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.
7. Funds at Closing . Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.
8. Close of Escrow . This transaction shall be closed on TBD at 5:00 □ AM ☒ PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller. "Close of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title is recorded
Buyer's Initials / Seller's Initials /
9. Prorations of Property Taxes and Other Items : Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: for periods after Close of Escrow, by Buyer; and for periods prior to Close of Escrow, by Seller
Buyer's Initials / Seller's Initials /
Buyer's Initials/ Seller's Initials/

- **10. Mineral Rights**. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.
- **11. Title**. Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have 10 business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 20 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

12. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. The Property is sold "AS-IS" in its PRESENT physical condition as of the date of Acceptance and subject to Buyer's Investigation rights; the Property, including pool, spa, landscaping, and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and all debris and personal property not included in the sale shall be removed by Close of Escrow, vacant, and in "broom clean" condition

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until **TBD** at 5:00 \square AM \boxtimes PM or Sooner. If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller. In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option. In the event that Seller does not correct any deferred maintenance disclosed pursuant to the Bid for Repairs prior to TBD,

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the Purchase Price shall be reduce pursuant to the Bid for Repairs.	ced by the cost to repair such deferred maintenance
Buyer's Initials/	Seller's Initials/
recording, the Buyer shall accept or otherwise. Seller shall not be be relating in any way to the Propert specifically set forth in this Agree	scept as otherwise stated in this Agreement, after the Property AS IS, WHERE IS, with all defects, latent bound to any representation or warranty of any kind ty or its condition, quality or quantity, except as ement or any property disclosure, which contains y, and which is based upon the best of the Seller's
Buyer's Initials/	Seller's Initials/
	nce under this Agreement shall not be contingent upon ng equal to or greater than the agreed upon Purchase
necessary documents, in good fai	to the Closing, the Parties agree to authorize all ith, in order to record the transaction under the conditions apany, lender, or any other public or private entity.
Agreement, absent of default, any	s Agreement is terminated, as provided in this y Earnest Money shall be returned to the Buyer, in-full, rties being relieved of their obligations as set forth herein.
offense for sex offenders required and Notification Act (SORNA), to required. State convicted sex offe sex offender knowingly fails to rec	of Title 18, United States Code, makes it a federal to register pursuant to the Sex Offender Registration knowingly fail to register or update a registration as enders may also be prosecuted under this statute if the gister or update a registration as required, and engages or enters, leaves, or resides on an Indian reservation.
prison. Furthermore, if a sex offer commits a violent federal crime, h	rly register may face fines and up to ten (10) years in or nder knowingly fails to update or register as required and ne or she may face up to thirty (30) years in prison under more information online by visiting
	. All understandings between the Parties are incorporated ntended by the Parties as a final, complete, and exclusive

Seller's Initials _____/

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expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

- **19. Buyer's Default**. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section IV. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.
- **20. Seller's Default**. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.
- **21. Earnest Money Dispute**. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section 4.
- **22. Dispute Resolution**. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.
 - a.) Mediation. If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
 - b.) **Exclusions**. The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.
- **23. Governing Law.** This Agreement shall be interpreted in accordance with the laws in the State of CA.

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- **24. Terms and Conditions of Offer**. This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
- **25. Binding Effect**. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.
- **26. Severability**. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
- **27. Acceptance**. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

- **28. Licensed Real Estate Agent(s).** Buyer or Seller each represent that neither party has hired their services of licensed real estate agent(s) to perform representation on their behalf. And no real estate agent shall be entitled to payment for their services.
- 29. Disclosures. It is acknowledged by the Parties that: (check one)
 □ There are no attached addendums or disclosures to this Agreement.
 □ The following addendums or disclosures are attached to this Agreement:
 □ Lead-Based Paint Disclosure Form
 □ California Megan's Law
 ☑ Natural and Environmental Hazard Disclosures (NHD)
 □ California Transfer Disclosure Statement

30. Additional Terms and Conditions

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31. Entire Agreement. This Agreement together disclosures shall supersede any and all other preither oral or in writing, between the parties with shall constitute the sole and only agreements be said Property. All prior negotiations and agreement the Property hereof are merged into this Agreement acknowledges that no representations, inducement otherwise, have been made by any party or by a which are not embodied in this Agreement and the promise that is not contained in this Agreement force or effect.	ior understandings and agreements, respect to the subject matter hereof and etween the parties with respect to the ents between the parties with respect to nent. Each party to this Agreement ents, promises, or agreements, orally or anyone acting on behalf of any party, that any agreement, statement or
[Signatures on Fol	lowing Page]
32. Signature	
Date:	Seller's Signature
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Seller's Initials _____/ ____

Buyer's Initials _____/ ____

Date:	
	Seller's Signature
	Print Name
Date:	Buyer's Signature
	Print Name
Date:	Buyer's Signature
	Print Name

EXHIBIT A

LEGAL DESCRIPTION

Real property in the Town of Los Gatos, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

LOT 2 OF TRACT NO. 10129, FILED FOR RECORD ON DECEMBER 14, 2012 IN BOOK 858 OF MAPS AT PAGE 1-6, INCLUSIVE, IN THE SANTA CLARA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT INTEREST CONVEYED TO DRH ENERGY, INC., A COLORADO CORPORATION BY DOCUMENT RECORDED SEPTEMBER 10, 2013 AS INSTRUMENT NO. 22381783 OF OFFICIAL RECORDS, SAID INTEREST IS FURTHER DESCRIBED AS FOLLOWS:

A. ANY AND ALL (I) OIL RIGHTS, (II) MINERAL RIGHTS, (III) NATURAL GAS RIGHTS, (IV) RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, (V) GEOTHERMAL HEAT RIGHTS OR GEOTHERMAL SUBSTANCES THAT MAY BE PRODUCED FROM THE PROPERTY, (VI) WATER RIGHTS AND CLAIMS OR RIGHTS TO WATER AND (VII) ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES") LOCATED IN OR UNDER THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LOS GATOS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN (THE "PROPERTY"), TO THE EXTENT SUCH SUBSURFACE RESOURCES HAVE NOT BEEN PREVIOUSLY RESERVED; AND

B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING WITHOUT LIMITATION THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE, FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES THROUGH OR IN THE SURFACE OF THE PROPERTY OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE PROPERTY.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT, IN COMMON WITH OTHER OWNERS, FOR ACCESS, INGRESS AND EGRESS, OVER, IN, TO, AND THROUGH THE ASSOCATION PROPERTY AS DESCRIBED IN THE DECLARATION AND/OR SUPPLEMENTARY DECLARATION(S) RECORDED PURSUANT TO THE DECLARATION, SUBJECT TO THE LIMITATIONS SET FORTH THEREIN, WHICH EASEMENT IS APPURTENANT TO THE LOT DESCRIBED IN PARCEL ONE ABOVE AND IS GRANTED SUBJECT TO:

- A. EACH EASEMENT AND ALL OTHER RESERVATIONS SET FORTH IN THE DECLARATION;
- B. THE EASEMENT AND OTHER RIGHTS RESERVED IN THE DECLARATION IN FAVOR OF GRANTOR FOR MARKETING AND DEVELOPMENT, INCLUDING WITHOUT LIMITATION GRANTOR'S RIGHT OF ACCESS, INGRESS AND EGRESS FOR VISITORS TO THE SALES OFFICE AND MARKETING UNITS AND THE RIGHT TO MAINTAIN SIGNS OR OTHER MARKETING MATERIALS WITHIN THE ASSOCIATION PROPERTY.
- C. GRANTOR'S EASEMENT FOR INGRESS AND EGRESS, IN, ON OVER, THROUGH AND ACROSS THE ASSOCIATION PROPERTY TO PERMIT GRANTOR TO INSTALL IMPROVEMENTS THEREON; AND
- D. GRANTOR'S RIGHT TO PREVENT ACCESS OVER PORTIONS OF THE ASSOCIATION PROPERTY BY

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PLACING A CONSTRUCTION FENCE OR OTHER BARRIER THEREON PRIOR TO COMPLETION OF CONSTRUCTION OF ALL IMPROVEMENTS WITHIN THE PROJECT, PROVIDED THAT GRANTEE HAS AT LEAST ONE ROUTE OF ACCESS BETWEEN THE LOT DESCRIBED IN PARCEL ONE ABOVE AND A PUBLIC STREET.

PARCEL THREE:

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS AND UTILITY PURPOSES AS DESCRIBED AND SUBJECT TO THE LIMITATIONS SET FORTH IN THE CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF ACCESS EASEMENTS RIGHTS RECORDED SEPTEMBER 6, 2013 AS DOCUMENT NO. 22376130 AND RE-RECORDED OCTOBER 11, 2013 AS DOCUMENT NO. 22412867, IN THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, AND ANY AMENDMENTS THERETO ("ACCESS DECLARATION")

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND MOTOR VEHICLE, INGRESS AND EGRESS OVER AND ACROSS THE "DRIVEWAY AREAS" WITHIN LOTS A AND B OF TRACT NO. 10129, FILED FOR RECORD ON DECEMBER 14, 2012 IN BOOK 858, AT PAGES 1 THROUGH 6, INCLUSIVE, IN THE SANTA CLARA COUNTY RECORDS, AS DESCRIBED IN AND SUBJECT TO THE PROVISIONS OF THAT CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR EASEMENT AGREEMENT RECORDED MAY 1, 2013 AS INSTRUMENT NO. 22200479, IN THE OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, AND ANY AMENDMENTS THERETO ("SHARED USE DECLARATION"). ("DRIVEWAY AREAS" IS DEFINED IN THE SHARED USE DECLARATION.)

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR CONNECTION TO AND USE OF THE "STORM DRAIN IMPROVEMENTS" WITHIN THE PORTION OF LOT A OF TRACT NO. 10129 FILED FOR RECORD ON DECEMBER 14, 2012 IN BOOK 858, AT PAGES 1 THROUGH 6, INCLUSIVE, IN THE SANTA CLARA COUNTY RECORDS, DEFINED IN THE SHARED USE DECLARATION AS THE "STORM DRAIN EASEMENT AREA" AS DESCRIBED IN AND SUBJECT TO THE PROVISIONS OF THE SHARED USE DECLARATION AS THE "STORM DRAIN EASEMENT AREA", AS DESCRIBED IN AND SUBJECT TO THE PROVISIONS OF THE SHARED USE DECLARATION. ("STORM DRAIN IMPROVEMENTS" IS DEFINED IN THE SHARED USE DECLARATION.)

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY PEDESTRIANS AND FOR THE PASSIVE USE FOR RECREATIONAL PURPOSES OVER AND ACROSS THE PORTION OF LOT 26 OF TRACT NO. 10129, FILED FOR RECORD ON DECEMBER 14, 2012, IN BOOK 858, AT PAGES 1 THROUGH 6, INCLUSIVE, IN THE SANTA CLARA COUNTY RECORDS, DESCRIBED ON EXHIBIT "D" TO THE SHARED USE DECLARATION, AS DESCRIBED IN AND SUBJECT TO THE PROVISIONS OF THE SHARED USE DECLARATION.

PARCEL SEVEN:

A NON-EXCLUSIVE EASEMENT OVER, UNDER AND THROUGH LOTS 1 THROUGH 9 OF TRACT NO. 10129, FILED FOR RECORD ON DECEMBER 14, 2012, IN BOOK 858, AT PAGES 1 THROUGH 6, INCLUSIVE, IN THE SANTA CLARA COUNTY RECORDS, EXCLUDING THE LOT CONVEYED HEREBY FOR DRAINAGE THROUGH CROSS-LOT DRAINAGE FACILITIES DESCRIBED IN, AND SUBJECT TO THE PROVISIONS OF THE SUPPLEMENTARY DECLARATION.

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Net Sheet

American Land Title Association

ALTA Settlement Statement – Buyer Adopted 05-01-2015

File No.: 4410-7160358

Printed: 12/10/2024, 6:32 PM

Officer/Escrow Officer: Erica Limones/ng

Settlement Location:

260 Tres Pinos Road, Ste A1, Hollister, CA

95023

First American Title Company

260 Tres Pinos Road, Ste A1 • Hollister, CA 95023
Phone: (831)637-8410 Fax: (866)715-1690
Estimated Settlement Statement



Property Address: 653 Blossom Hill Road, Los Gatos, CA 95032

Buyer: TBD Seller:

Lender:

Settlement Date: 01/31/2025

Disbursement Date:

	Buyer	r	
Description	Debit	Credit	
Financial			
Sale Price	476,154.00		
Prorations/Adjustments			
Est. Association Dues 01/31/25 to 02/01/25 @\$400.00/mo	13.33		
County Taxes 01/31/25 to 07/01/25 @\$3,303.79/semi	2,771.51		
Title Charges & Escrow / Settlement Charges			
Binder Resale - Eagle to First American Title Company	170.00		
Recording Services to First American Title Company	23.00		
Government Recording and Transfer Charges			
Record Deed to Santa Clara County Clerk - Recorder	36.00		
Miscellaneous			
Homeowner's Insurance Premium to Estimated Fire Insurance	2,500.00		
Subtotals	481,667.84	0.00	
Due From Buyer		481,667.84	
Totals	481,667.84	481,667.84	

Escrow related fees including separate fees for overnight mail- courier or notary services that are not included as part of First American's filed escrow fee may include a markup over the direct cost to First American for such services.

Our wire instructions do not change. Our banking institution is First American Trust. If you receive an email or other communication that appears to be from us or another party involved in your transaction instructing you to wire funds to a bank other than First American Trust, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

Escrow Officer: Erica Limones