



0170-142-07

Commonwealth Land Title Company
4100 Newport Place Dr., Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3140
Fax:

March 22, 2019

City of Redlands, a municipal corporation
P.O. Box 3005
35 Cajon Street Suite 222
Redlands, CA 92373

Escrow No.: 09182989-918-GKD
Property: Vacant Land (APN 0170-142-07), Redlands, CA

To assist us in the processing of your escrow transaction, we ask that you examine the following items as indicated. Please carefully read any documents before signing.

PLEASE COMPLETE, SIGN AND RETURN:

- Settlement Statement
- Disbursement Form
- Escrow Acceptance
- Loan Information
- Firpta
- Owner Declaration

Your prompt attention to these items will assist us in the completion of this transaction. Should you have any questions or need any further information, please feel free to contact the undersigned directly.

Sincerely,

A handwritten signature in cursive script that reads "Carly Beard".

Carly Beard For Grace Kim
Commercial Escrow Officer
Phone: (949) 724-3159-Direct
Phone: (949) 724-3141
Fax: (714) 459-7217
e-mail: carly.beard@cltic.com
e-mail: gukim@cltic.com

Enclosures

COMMONWEALTH LAND TITLE COMPANY

4100 Newport Place Dr., Suite 120, Newport Beach, CA 92660

Phone: (949) 724-3140

Sellers Settlement Statement

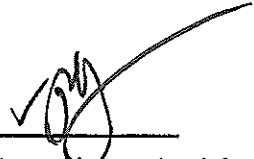
Estimated

Escrow Officer: Grace Kim	Escrow No: 09182989 - 918 GKD	Close Date:	Proration Date:	Date Prepared: 03/22/2019	Disbursement Date
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Seller(s): City of Redlands, a municipal corporation

Property: Vacant Land (APN 0170-142-07)
Redlands, CA

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration		11,200.00
Sub Totals	0.00	11,200.00
Proceeds Due Seller	11,200.00	
Totals	11,200.00	11,200.00



This statement is based on information available to the escrow holder as of the date this statement was prepared and the closing date shown above. Actual amounts may change and/or vary depending on updated information received and the final closing date.

COMMONWEALTH LAND TITLE COMPANY

4100 Newport Place Dr., Suite 120, Newport Beach, CA 92660

Phone: (949) 724-3140

Sellers Settlement Statement

Estimated

Escrow Officer: Grace Kim	Escrow No: 09182989 - 918 GKD	Close Date:	Proration Date:	Date Prepared: 03/22/2019	Disbursement Date:
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Seller(s):

City of Redlands, a municipal corporation

By:

Name: Paul W. Foster

Its. Mayor

This statement is based on information available to the escrow holder as of the date this statement was prepared and the closing date shown above. Actual amounts may change and/or vary depending on updated information received and the final closing date.



Commonwealth Land Title Company
4100 Newport Place Dr., Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3140
Fax:

PLEASE COMPLETE, SIGN AND RETURN

TO: **Commonwealth Land Title Company**

Re: Vacant Land (APN 0170-142-07), Redlands, CA

Escrow Number:

09182989-918-GKD

Disbursement Instructions for Proceeds/Refunds

You are authorized and instructed to disburse my proceeds or refund due me, as indicated below. Please make sure the information you provide is accurate, complete and legible.

☐ Hold for pick up by: _____
(Print name of individual)

☐ Mail check to: _____
(Escrow Agent is not responsible for timely delivery of U.S. mail)

☐ Overnight delivery to: _____
(A fee will be charged as set forth in the General Provisions of the Escrow Instructions)

☐ Deliver by courier to: _____
(Courier deliveries must be made to a business address. Expedited deliveries will be billed as charged)

☐ Transfer ☐ all proceeds or ☐ \$ _____ to _____

Attn: _____ Escrow No. _____ Phone No. _____

☒ Wire Transfer Funds: (All of the following information must be completed)

Receiving Bank Name: UNION BANK

Bank Address: 400 CALIFORNIA STREET, SAN FRANCISCO, CA 94101

Bank Phone: 800-798-6466 Contact Person at Bank: COMMERCIAL CUSTOMER

ABA Routing Number: 122000496 Account Number: SERVICE UNIT

Account Name (As it appears on account): CITY OF REDLANDS 2740026189

It is strongly advised you contact your financial institution when completing this information. The number that appears on checks or on deposit tickets is not always the correct routing number for wire transfers.

Provided the funds are wire transferred in accordance with these instructions, **Commonwealth Land Title Company** shall not be liable for any act or omission of any financial institution or any other person, nor shall **Commonwealth Land Title Company** have any liability for loss of funds or interest thereon. In no event will damages exceed interest at a rate equal to Federal Funds rate, adjusted daily, for the number of days that such funds are unavailable. The undersigned shall indemnify and hold harmless **Commonwealth Land Title Company**, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect information supplied. **Commonwealth Land Title Company** shall not be liable for any special, consequential, indirect or incidental damages, regardless of whether any claim is based on contract or tort whether the likelihood of such damage was known to **Commonwealth Land Title Company**.

Date: ✓ 3/29/19

PLEASE COMPLETE, SIGN AND RETURN

SELLER:

City of Redlands, a municipal corporation

By: [Signature]

Name: **Paul W. Foster**

Its: **Mayor**



CITY OF REDLANDS

Wire Transfer and ACH Instructions

Beneficiary	City of Redlands
Address	35 Cajon St., Ste 15B Redlands, Ca. 92373
Receiving Bank	Union Bank 400 California Street San Francisco, CA 94101
Account #	2740026189
ABA #	122000496
Contact	Commercial Customer Service Unit (800) 798-6466

ESCROW ACCEPTANCE LETTER

Date: February 20, 2019
Escrow Number: 09182989-918-GKD
Escrow Officer: Grace Kim
Property Address: Vacant Land (APN 0170-142-07), Redlands, CA

This letter shall serve as notification of the opening of escrow with **Commonwealth Land Title Company**, under the above referenced escrow number for property known as: Vacant Land, Redlands, CA APN (0170-142-07). The opening date is **February 14, 2019**, said date being the date escrow holder received a fully executed copy of the Agreement of Purchase and Sale and Joint Escrow Instructions ("Agreement") dated January 24, 2019 by and between ("Seller") and ("Buyer").

Commonwealth Land Title Company as escrow holder, accepts said Agreement as the complete agreement between the parties and agrees to act in accordance with the terms, conditions and provisions as required and as applicable to the closing of this escrow. The parties agree to hand escrow holder all necessary documents and funds to comply with all terms, conditions and provisions and as a condition of escrow holder's acceptance of the limited agency, agree to be bound by the attached General Provisions. Should there be a conflict in the terms of escrow holder's General Provisions and those of the Agreement, the General Provisions shall control as to the performance and duties of escrow holder. The terms and conditions of these provisions are deemed to be incorporated by reference.

A) The consideration for this transaction is **\$11,200.00**.

ADDITIONAL INSTRUCTIONS

1. **DATE CLARIFICATION:** For the purposes of this Escrow (and in accordance with the provisions of the Agreement), the Parties hereto acknowledge the following:
 - a. "Opening of Escrow" is **February 14, 2019**
 - b. "Agreement Date" is February 12, 2019
2. **LEGAL DESCRIPTION:** It is hereby acknowledged that the Legal Descriptions for the Deeds set forth in the Agreement are deemed approved pursuant to Seller's execution of the Deeds in favor of Buyer, and Buyer's execution of the Certificates of Acceptance of said Deeds.
3. **IMPORTANT NOTICE REGARDING DEPOSIT OF FUNDS FOR CLOSING:**
4. **Funds received by WIRE TRANSFER** are available for immediate disbursement at the close of escrow. Other forms of payment deposited may cause extended delays in closing. Escrow Holder will not be responsible for any such delays due to the type of deposits made. Therefore, we strongly urge any deposits made for closing funds to be in the form of a wire transfer. Please contact your escrow officer for our wiring instructions, or if you have any questions regarding this notice.
5. **CLOSE OF ESCROW:** For the purposes of closing this escrow, all parties acknowledge that "close of escrow" shall be the date on which the Deed conveying title (along with any financing documents) is recorded
6. **PRO-RATIONS:** Escrow Holder shall make no pro-rations in this escrow.

7. **MONETARY LIENS OR ENCUMBRANCES OF RECORD:** Prior to close of escrow, Escrow Holder is authorized and instructed to obtain beneficiary statements, demands and/or cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any monetary exception or on any matter of record required to place title in the condition called for, pursuant to the Agreement.
8. **TAX EXEMPT ENTITY:** All parties hereto acknowledge that the buyer is public entity and exempt from payment of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to close of escrow. In the event any real property taxes are due and unpaid at the close of escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the close of escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the close of escrow. At the close of escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. In the event this escrow closes between July 1 and November 1 and current tax information is not available from County Tax Collector, Escrow Holder is instructed to withhold 125% of the previous fiscal year's tax bill from Seller's proceeds. At such time that the tax information is available, Escrow Holder shall make a payment to County Tax Collector and return any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's taxes due, the Seller herein agrees to immediately deposit any shortage to escrow holder within 48 hours of notification. Any prorated refund that will be due the Seller will be refunded to the Seller by the County Tax Collector/Assessor outside of escrow and Escrow Holder shall have no liability and/or responsibility in connection therewith.
9. **GENERAL PROVISION ACKNOWLEDGEMENT:** By their signature(s) below, Buyer and Seller acknowledge and agree that the General Provisions are incorporated hereto and made a part hereof.
10. **DOCUMENT EXECUTION GUIDELINES:** Prior to the execution of recordable documents, please refer to our Documents Execution Guidelines attached hereto.

NOTICES: All notices for escrow holder should be forwarded to:

Commonwealth Land Title Company
Attn: Grace Kim
4100 Newport Place Dr., Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3140
Fax: (714) 459-7217
Email: gukim@cltic.com

Thank you for choosing Commonwealth Land Title Company. We appreciate your business and look forward to a successful closing. Please contact me with any questions or concerns.

Sincerely,
Commonwealth Land Title Company

Grace Kim
Grace Kim
Escrow Officer
Encl:

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

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

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

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

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

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

2. PRORATIONS AND ADJUSTMENTS

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

3. SUPPLEMENTAL TAXES

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

4. UTILITIES/POSSESSION

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

5. PREPARATION AND RECORDATION OF INSTRUMENTS

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

6. AUTHORIZATION TO FURNISH COPIES

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

7. RIGHT OF CANCELLATION

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

8. PERSONAL PROPERTY

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

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

9. RIGHT OF RESIGNATION

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

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

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

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

11. ACTION IN INTERPLEADER

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

12. TERMINATION OF AGENCY OBLIGATION

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

13. CONFLICTING INSTRUCTIONS

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

14. DELIVERY/RECEIPT

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

15. STATE/FEDERAL CODE NOTIFICATIONS

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

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

16. NON-RESIDENT ALIEN

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

17. ENCUMBRANCES

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

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

18. ENVIRONMENTAL ISSUES

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

19. USURY

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

20. DISCLOSURE

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

21. FACSIMILE/ELECTRONIC SIGNATURE

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

22. CLARIFICATION OF DUTIES

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

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

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

23. FUNDS HELD IN ESCROW

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

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

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

Commonwealth Land Title Company conducts escrow business under a Certificate of Authority No. 285 issued by the California Department of Insurance.

BUYER:

San Bernardino County Transportation Authority
(SBCTA)

By: _____
Name: _____
Its: _____

SELLER:

City of Redlands, a municipal corporation

By: 
Name: Paul W. Foster
Its. Mayor

Current Mailing Address: _____

Forwarding Mailing Address: _____

Home Phone Number: _____ Fax Number: _____

Cell Phone Number: _____ E-mail Address: _____



Commonwealth Land Title Company
4100 Newport Place Dr., Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3140
Fax:

Certification of Non-Foreign Status

Date: March 22, 2019
Escrow No.: 09182989-918-GKD

Section 1445 of the Internal Revenue Code requires a transferee (buyer) of a U.S. Real Property interest to withhold fifteen (15) percent of the gross sales price if the transferor (seller) is a foreign person or entity unless the transferee receives a certification of non-foreign status from the transferor (seller). The certification must be signed under penalties of perjury, stating the transferor is not a foreign person/entity and containing the transferor's name, address, and U.S. Taxpayer Identification Number.

Sellers who provide such a certification are exempt from withholding and the estimated tax cannot be collected from them unless the buyer or their agent have knowledge the certification is false.

Certification of Non-Foreign Status by Entity **PLEASE COMPLETE, SIGN AND RETURN**

The undersigned hereby certifies the following:

CITY OF REDLANDS

is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and Income Tax Regulations) or a disregarded entity as defined in §1.1445-2(b)(2)(iii).

The U.S. Employer Identification Number for this entity is

95-6000766

The office address is:

35 CAJON STREET, SUITE 222
REDLANDS, CA 92373

The transferor/seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare I have completed this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of seller.

City of Redlands, a municipal corporation

By: Paul W. Foster

Name: Paul W. Foster

Its: Mayor

Seller, Buyer and Escrow Agent to maintain a copy for five (5) years.



Commonwealth Land Title Company
4100 Newport Place Dr., Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3140
Fax:

Grace U. Kim, Commercial Escrow Officer
Phone: (949) 724-3141 • Fax: (714) 459-7217
e-mail: gukim@cltic.com

INFORMATION FORM
PLEASE COMPLETE, SIGN AND RETURN

March 22, 2019

ESCROW NO.: 09182989-918-GKD

RE: Vacant Land (APN 0170-142-07), Redlands, CA

In order to proceed with the above referenced escrow, we require the following information regarding your existing liens and Homeowners Association, if any. **FAILURE TO COMPLETE THIS FORM WILL DELAY YOUR CLOSING.** Thank You in advance for your cooperation and timely return of this form.

FIRST LOAN:

Name of Lender: N/A Phone # _____

Address _____

Loan Number: _____ Approximate unpaid balance \$ _____

(1) Payments due on the _____ day of each month (2) Date of your last payment: _____

(3) Loan is (circle one): Conventional VA FHA Equity Line Other: _____

(4) Is there an Impound Account? ☐ YES ☐ NO (5) Monthly Payment Amount \$ _____

SECOND LOAN:

Name of Lender: _____ Phone # _____

Address _____

Loan Number: _____ Approximate unpaid balance \$ _____

(1) Payments due on the _____ day of each month (2) Date of your last payment: _____

(3) Loan is (circle one): Conventional VA FHA Equity Line Other: _____

(4) Is there an Impound Account? ☐ YES ☐ NO (5) Monthly Payment Amount \$ _____

OTHER LIEN:

Name of Lender: _____ Phone # _____

Address _____

Loan Number: _____ Approximate unpaid balance \$ _____

(1) Payments due on the _____ day of each month (2) Date of your last payment: _____

(3) Loan is (circle one): Conventional VA FHA Equity Line Other: _____

(4) Is there an Impound Account? ☐ YES ☐ NO (5) Monthly Payment Amount \$ _____

HOMEOWNERS ASSOCIATION:

Name of Association _____ Management Co. Name: _____

Address _____

Account Number: _____ Phone #: _____

(1) Payments due on the _____ day of each month (2) Date of your last payment: _____

(3) Amount of the monthly dues: \$ _____ (4) Are there any special assessments? (explain) _____

If there is a secondary Homeowners Association, please provide us with their information as well:

Name of Association _____ Management Co. Name: _____

Address _____

Account Number: _____ Phone #: _____

(1) Payments due on the _____ day of each month (2) Date of your last payment: _____

(3) Amount of the monthly dues: \$ _____ (4) Are there any special assessments? (explain) _____

Escrow No.: 09182989 - 918 - GKD

WATER STOCKS:

If you have shares of Water Stock please complete the following:

Name of Water Company _____

Address _____

Phone: _____ Fax: _____

OIL AND MINERAL RIGHTS:

Name of Company _____

Phone # _____ Amount: \$ _____

IMPORTANT INFORMATION:

If any of your loans to be paid off through this escrow are **EQUITY CREDIT LINES**, please be advised of the following:

1. They will be paid off **in full** and a request for Reconveyance of the Deed of Trust will be submitted;
2. A "freeze" will occur on this account as of the date the demand for payment is written. Escrow Holder will immediately request this demand in order to properly process this transaction. The undersigned state and declare there will be no further draws or checks written which would increase or tap any remaining credit on this account during the course of this escrow. Should there be any draws on this credit line after the date of the opening of this escrow, which are not reflected in the demand for payoff used to close escrow, **the undersigned will be fully responsible for the repayment** of any amount which is due in order to completely pay this lien in full and obtain a Reconveyance.

The payment of **child or spousal support** may be considered a lien against your property. If you pay child or spousal support, please contact the escrow holder with pertinent information at your earliest convenience. Obtaining releases from the District Attorney or other attorney can be time consuming and may delay the closing of your escrow.

In the event that your existing mortgage is an FHA insured loan, you as Borrower must immediately send your lender a written notice of your intention to payoff the loan in order to eliminate an additional **30 days interest being charged by the lender at the close of escrow**. Said notice must be received by your lender a minimum of 30 days prior to the closing date of escrow. **This is YOUR responsibility.**

***** AUTHORIZATION FROM BORROWER TO ORDER PAYOFF STATEMENTS *****

The undersigned authorize Escrow Holder to order statement(s) on the liens as outlined above, or provided to Escrow Holder by the undersigned representatives in this transaction. Our signatures below shall constitute our consent and approval to our existing lenders to issue statements in accordance with the request of Escrow Holder.

We the undersigned, certify that the above information is true and correct to the best of our knowledge.

SELLER:

City of Redlands, a municipal corporation

By: 

Name: **Paul W. Foster**

Its. **Mayor**

✓ 3/29/19
Date

FORWARDING ADDRESS FOR SELLER AFTER THE CLOSE OF ESCROW:

✓ 35 CAJON STREET, Suite 222, REDLANDS, CA 92373

Street

City

Zip Code

OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at Vacant Land, Redlands, CA, (APN 0170-142-07-0-000) further described as follows: See Preliminary Report/Commitment No. 09203096 full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - ~~b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Commonwealth Land Title Company against any and all claims arising therefrom.~~
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.
5. The Land is currently in use as VACANT; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land: _____
6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. There are no material violations of any current, enforceable covenant affecting the Property and the Undersigned has received no written notice from any third party claiming that there is a present violation of any current, enforceable covenant affecting the Property.

This declaration is made with the intention that Commonwealth Land Title and Commonwealth Land Title Insurance Company ("Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorney's fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on 3-29-19 at REDLANDS, CA.

PLEASE COMPLETE, SIGN AND RETURN

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE OF OWNER'S DECLARATION FORM

Seller:

City of Redlands, a municipal corporation

By: 

Name: Paul W. Foster

Its. Mayor