



First American Title

First American Title Company
4750 Willow Road, #100
Pleasanton, CA 94588
(925)738-4050
Fax - (866)648-7806

ESCROW INSTRUCTIONS

To: **First American Title Company, Escrow Holder**
Diane Burton, Escrow Officer

File No.: **0131-5012209 (DB)**

Date: **March 13, 2017**

Estimated Closing Date:

Purchase Price: **15,100.00**

Re: **East North Avenue, Sanger, CA ("Property")**
D.R. Horton CA3, Inc. ("Buyer")
Michael Ohashi 2008 Dynasty Trust ("Seller")

This escrow has been opened pursuant to that certain real estate purchase agreement entitled "**Right of Way Agreement**" dated as of **February 3, 2017** ("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.

Title Approval: Buyer has agreed to purchase a Policy of Title Insurance on behalf of the City of Sanger and the County of Fresno ("City and County") and 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.

The City and County approve the contemplated policy form and acknowledges that the 2006 ALTA Standard Owner's (w/ western regional exceptions) 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 City and County
3. Deed(s) of Trust not assumed by City and County
4. The following items which are specifically disapproved by City and County: None

City and County initial(s): None

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

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.

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 sewer laterals, 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.

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.

SELLER:

Michael Ohashi, Trustee of the Michael
Ohashi 2008 Dynasty Trust dated December
30, 2008



Michael Ohashi, Trustee


Forwarding
Address:

10641 Keats Ave. Clous, CA 93619

Phone:

BUYER:

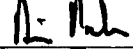
D.R. Horton CA3, Inc.,
a Delaware corporation

By: 
Printed Name: CLIFFORD RONK
Title: V.P. LAND DEVELOPMENT

Approved By:
City of Sanger

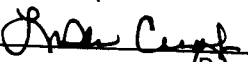
By: _____
Printed Name: _____
Title: _____

County of Fresno

By: 
Printed Name: Brian Pacheco
Title: Chairman, Board of Supervisors

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 
Deputy

Forwarding
Address: _____


Phone: _____

BUYER:

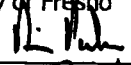
D.R. Horton CA3, Inc.,
a Delaware corporation

By: _____
Printed Name: _____
Title: _____

Approved By:
City of Sanger


By: 
Printed Name: TIM CHAPA
Title: CITY MANAGER

County of Fresno

By: 
Printed Name: Brian Pacheco
Title: Chairman, Board of Supervisors

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 
Deputy

Forwarding
Address: _____

Phone: _____

BUYER:

D.R. Horton CA3, Inc.,
a Delaware corporation

By: _____
Printed Name: _____
Title: _____

Approved By:
City of Sanger

By: _____
Printed Name: _____
Title: _____

County of Fresno

By: _____
Printed Name: _____
Title: _____

Forwarding
Address:

Phone:
