

Project/Parcel No: E01PD-38-036
Project Name: Prado Dam

ACQUISITION CONTRACT

THIS CONTRACT is made _____, 20__, by and between PETER KANAVOS AND STAMATIA KANAVOS, CO-TRUSTEES OF THE KANAVOS FAMILY TRUST DATED MARCH 6, 2006, hereinafter referred to as “**GRANTOR**,” and ORANGE COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as “**DISTRICT**,” without regard to number or gender.

A GRANT DEED (the “**Deed**”) dated April 11, 2013, covering real property designated on DISTRICT records as Parcel No. 38-036, hereinafter referred to as the Parcel or the “**PROPERTY**,” has been executed and delivered to Catherine Lapid, Real Property Agent for DISTRICT’s OC Public Works, Real Estate Services. The PROPERTY is described and shown in a copy of the Deed, which is attached hereto as Attachment 1.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. TOTAL AGREEMENT (1.3 S)

The parties have herein set forth the whole of their agreement and no obligations other than those set forth herein, unless amended in writing, will be recognized. Performance of this CONTRACT by DISTRICT shall constitute the entire consideration for the Deed delivered to DISTRICT and shall relieve DISTRICT of any further obligations or claims on this account. This CONTRACT supersedes all prior and contemporaneous oral and written agreements and discussions between the parties with respect to the subject matter of this CONTRACT.

2. PAYMENT (2.2.1 N)

The total just compensation price to be paid by DISTRICT for the PROPERTY shall be the sum of SEVEN HUNDRED SIXTY-FIVE THOUSAND Dollars (\$765,000) (the “**Purchase Price**”). DISTRICT shall pay the Purchase Price to the order of GRANTOR through the Escrow Holder (as defined below), less any amounts authorized to be paid to others under this CONTRACT as set forth below.

3. ESCROW (N)

A. Opening Escrow. Upon execution of this CONTRACT by all parties, DISTRICT shall open an escrow (the “**Escrow**”) with Lawyers Title (the “**Escrow Holder**”) for the purposes of consummating the purchase and sale of the PROPERTY. Upon opening the Escrow, DISTRICT shall deposit the executed CONTRACT and Deed with the Escrow Holder. However, GRANTOR agrees that the County of Orange (“**COUNTY**”), OC Public Works Director, or designee (the “**Director**”) may unilaterally open the Escrow at such escrow company other than noted herein (also the “**Escrow Holder**”), as may be necessary to carry out the terms of this CONTRACT.

B. Escrow Instructions. This executed CONTRACT shall constitute the Escrow instructions to the Escrow Holder, together with the General Provisions attached hereto as Attachment 2. The Director is designated to unilaterally commence and coordinate the Escrow with the Escrow Holder. Any required amendments or supplements to the Escrow instructions which become necessary to carry out the terms of this CONTRACT must be executed by the Director. The parties agree to execute such additional instructions as may be required by the Escrow Holder or otherwise in order to complete this transaction; provided however, that such instructions shall not conflict with any provisions of this CONTRACT. If there is any inconsistency between such additional instructions and this CONTRACT, this CONTRACT shall control unless the parties expressly agree in writing otherwise.

C. Close of Escrow. The Escrow shall close no later than the date that is six months after the CONTRACT is delivered to the Escrow Holder (the “**Closing Date**,” “**Close of Escrow**,” and/or the “**Closing**”). The Escrow period can be extended by mutual agreement of the parties. The Escrow Holder shall be notified in writing by GRANTOR and the Director if an extension is in effect. The terms “Closing Date,” “Close of Escrow,” and/or the “Closing” are used herein to mean the date necessary instruments of conveyance are recorded in the Office of the County Recorder in which the PROPERTY is located.

D. Closing, Recording, and Disbursements. On or before the Closing Date, and when all of the conditions precedent to the Close of Escrow set for in Section 7 of this CONTRACT have been satisfied or waived in writing, the Escrow Holder shall take the following actions:

- (1) Recording. The Escrow Holder shall cause the Deed to be recorded in the Office of the County Recorder in which the PROPERTY is located.
- (2) Disbursement of Funds. The Escrow Holder shall disburse to GRANTOR the Purchase Price, less any amounts to be paid to others, if any, under this CONTRACT.
- (3) Title Policy. The Escrow Holder shall deliver to DISTRICT the commitment of the title company selected by DISTRICT to issue the title policy, if DISTRICT selected to obtain a title policy.
- (4) Delivery of Documents to DISTRICT. The Escrow Holder shall deliver to DISTRICT conformed copies of the Deed and any other documents (or copies thereof) deposited by GRANTOR with the Escrow Holder pursuant to this CONTRACT. Originals of the Deed shall be returned to DISTRICT after recordation.
- (5) Delivery of Documents to GRANTOR. The Escrow Holder shall deliver to GRANTOR conformed copies of the Deed and any documents (or copies thereof) deposited by DISTRICT with the Escrow Holder pursuant to this CONTRACT.

4. PAYMENT OF FEES (N)

DISTRICT shall pay escrow, recording, and trust deed clearance fees incurred in this transaction and the premium charged for title insurance, if such insurance is desired by DISTRICT. For purposes of this transaction, trust deed clearance fees are defined as forwarding fees, trustee’s fees, and reconveyance fees.

5. MONEY LIENS AND/OR TRUST DEED PAYMENTS (3.1 S)

A. It is mutually agreed that DISTRICT is authorized to pay from the Purchase Price, in order of priority as provided by law, such sums as may be demanded by judgment creditors and/or beneficiaries under judgments, money liens, and/or deeds of trust, including, but not limited to, those listed below:

- (1) Deed of Trust recorded December 30, 2005 as Doc. No. 2005-0990734 of Official Records; and
- (2) Assignment of Deed of Trust recorded May 6, 2010 as Doc. No. 2010-0180274 of Official Records.

B. Such sums authorized to be paid from the Purchase Price shall not be in excess of the unpaid principal together with:

- (1) Any accrued interest;
- (2) Penalties;
- (3) Attorney's fees and court costs.

6. TRANSFER DISCLOSURE (4.1 S)

GRANTOR has provided DISTRICT with an executed Real Estate Transfer Disclosure Statement concurrent with the execution of this CONTRACT by GRANTOR.

7. CONDITIONS PRECEDENT TO CLOSE OF ESCROW (N)

A. DISTRICT's obligation to purchase the PROPERTY, and the Close of Escrow, shall be subject to the satisfaction or written waiver by DISTRICT of each of the conditions precedent in this Section 7.

- (1) GRANTOR's Performance. GRANTOR is not in material default of any item, warranty, or condition of this CONTRACT.
- (2) GRANTOR Deliveries Made. GRANTOR has deposited with the Escrow Holder all documents required of GRANTOR under this CONTRACT.
- (3) Title. Title to the PROPERTY is in the following condition:
 - (a) Fee title to Parcel E01PD-38-036 of the PROPERTY is free and clear of all liens, encumbrances, assessments, easements, leases (recorded and unrecorded), and taxes, except:

(i) Any installment of general and special county and city taxes, if any, allocable to a period subsequent to the time title is vested in DISTRICT, and all taxes subsequent thereto.

(However, GRANTOR shall remain liable for payment of any taxes allocable to a period prior to the time title is vested in DISTRICT, and DISTRICT is authorized to pay on behalf of GRANTOR from the Purchase Price, any such taxes, whether or not delinquent, together with penalties and interest thereon, and delinquent or non-delinquent assessments or bonds, and any interest thereon allocable to such period of time. DISTRICT shall pay its prorata share of due or current taxes for the period of time commencing with the time title is vested in DISTRICT.)

(ii) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California added by Chapter 498, statutes of 1983, will be permitted to show in DISTRICT's title insurance policy. (However, GRANTOR shall remain liable for payment of such taxes as set forth in Section 7.A. (3)(a)(i) above.)

(iii) Water rights, claims or title to water, whether or not shown by public records, with the exception of water rights that may be owned by GRANTOR;

(iv) Easement in favor of the public over any existing roads lying within said land;

(v) Various agreements, conditions and reservations as to water and rights of way and easement contained in the deed from Chino Land and Water Company, to S.P. Selerson recorded January 9, 1922 in Book 736 page 181 of Deeds;

(vi) Fact that the ownership of said land does not include any rights of ingress or egress to or from the freeway adjacent to said land, said rights having been relinquished by deed to the State of California recorded: June 21, 1949 in Book 2420 page 407 of Official Records; and,

(vii) Any title exceptions not required to be cleared from the title to said PROPERTY by the Director.

B. Prior to Close of Escrow, GRANTOR is obligated to:

(1) Clean up and remove from the PROPERTY all Hazardous Materials (as defined below), if any;

(2) Comply with any and all regulatory requirements and/or orders that apply to activities and/or use of the PROPERTY by GRANTOR and/or GRANTOR's tenants, and obtain all required regulatory clearances, if any, reflecting such compliance, including without limitation all applicable requirements, clearances, and orders, if any, of the Santa Ana Regional Water Quality Control Board; and

(3) GRANTOR shall deliver the PROPERTY vacant to DISTRICT at Close of Escrow, and shall be responsible for delivering title to the PROPERTY free and clear of the Agreements specified in Section 9A below at Close of Escrow.

The Director shall notify the Escrow Holder when these conditions precedent have been satisfactorily completed or whether any of the above conditions are inapplicable and instruct the Escrow Holder to proceed with Close of Escrow.

8. FILING OF EMINENT DOMAIN ACTION IF ESCROW DOES NOT CLOSE

If, through no fault of DISTRICT, the Escrow does not close by the Closing Date because one or more of the Conditions Precedent to Close of Escrow specified above in Section 7 is not satisfied and/or achieved by the Closing Date, then: GRANTOR agrees and acknowledges that DISTRICT has complied with all provisions of the California Eminent Domain law in making an offer of just compensation to GRANTOR for purchase of the PROPERTY and otherwise; DISTRICT may seek, without notice to GRANTOR, the adoption of a Resolution of Necessity by DISTRICT's governing board, and, if such a Resolution is adopted, forthwith file an eminent domain lawsuit to acquire the PROPERTY from GRANTOR and to clear the PROPERTY of all encumbrances, liens, and interests other than those encumbrances, liens and interests which DISTRICT agrees to as described in Section 7.A., above; GRANTOR shall not challenge DISTRICT's right to take the PROPERTY through the exercise of DISTRICT's power of eminent domain; GRANTOR agrees that the Purchase Price for the PROPERTY agreed to hereinabove shall constitute the full amount of just compensation to be paid by DISTRICT for the PROPERTY through such eminent domain proceedings; and GRANTOR waives the right to challenge the Purchase Price and/or to seek any additional compensation, costs, attorney's fees or other relief in the eminent domain action. GRANTOR agrees to waive all claims and defenses to such an action and agrees that this CONTRACT shall constitute a stipulation which may be filed in such action as final and conclusive evidence of just compensation for the acquisition, including all of the items provided in Chapter 9, Title 7 of the Code of Civil Procedure commencing with Section 1263.010.

9. WARRANTIES (N)

GRANTOR warrants that:

- A. There are no unrecorded encumbrances, including but not limited to liens, leases, easements, or licenses, on all or any portion of the PROPERTY, except for an oral rental agreement/lease for operation of a nursery and oral residential agreements/leases for other tenants. Such rental agreements/leases shall be hereinafter referred to as "**Agreements.**" GRANTOR shall be responsible for delivering title to the PROPERTY free and clear of such Agreements at Close of Escrow.
- B. GRANTOR is entitled to the Purchase Price, and that in the event GRANTOR's tenants make claims against said proceeds, including but not limited to claims for any leasehold interests, said claims shall be settled between GRANTOR and its tenants.
- C. The execution and delivery of this CONTRACT by GRANTOR, and GRANTOR's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which GRANTOR is at present a party or by which GRANTOR is bound.

D. To GRANTOR's knowledge, no litigation, and no governmental, administrative, or regulatory act or proceeding regarding the environmental, health, and safety aspects of the PROPERTY is pending, proposed, or threatened.

E. GRANTOR will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber, or otherwise affect its interests in the PROPERTY without the prior written consent of DISTRICT, which DISTRICT may grant or withhold at its sole discretion.

10. INDEMNIFICATION (N)

GRANTOR agrees to indemnify, hold DISTRICT, COUNTY, and their respective elected officials, officers, agents, employees, and independent contractors harmless, defend with counsel approved by DISTRICT/ COUNTY, and reimburse DISTRICT/COUNTY for any and all claims, judgments, actions, suits, proceedings, losses, costs, damages, liabilities, deficiencies, fines, penalties, punitive damages, or expenses, including attorney fees, of DISTRICT's/COUNTY's losses and expenses, including reasonable attorney fees, resulting from, arising out of, or based on any breach of GRANTOR's warranties in Section 9 above.

Furthermore, GRANTOR shall indemnify, hold DISTRICT, COUNTY, and their respective elected officials, officers, agents, employees, and independent contractors harmless, defend with counsel approved in writing by DISTRICT/COUNTY, and reimburse DISTRICT/COUNTY for any and all claims, judgments, actions, suits, proceedings, losses, costs, damages, liabilities, deficiencies, fines, penalties, punitive damages, or expenses (including without limitation, diminution in value of the PROPERTY, all sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) resulting from and/or related to: (1) Hazardous Materials (as defined below) present on the PROPERTY at Close of Escrow which were generated by operations or activities of GRANTOR and/or GRANTOR's tenants and which were undiscovered by DISTRICT through its testing on the PROPERTY or through disclosure by GRANTOR; and (2) failure of GRANTOR and/or GRANTOR's tenants to comply with any regulatory requirements and/or orders that apply to activities on and/or use of the PROPERTY by GRANTOR and/or GRANTOR's tenants. This indemnification includes, without limitation, costs incurred by DISTRICT/COUNTY in connection with cleanup, remediation, removal, or restoration work required by any federal, state, or governmental entity because of Hazardous Materials and/or any other regulated materials upon, within, and/or under the real property interests transferred pursuant to this CONTRACT.

11. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE (S)

By execution of this CONTRACT, GRANTOR, on behalf of itself, and its heirs, executors, administrators, successors and assigns, hereby acknowledges that this CONTRACT provides full payment for the acquisition of the PROPERTY by DISTRICT, and GRANTOR hereby expressly and unconditionally waives any claim for damages, fixtures and equipment, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits other than as already expressly provided for in this CONTRACT, with the exception of relocation assistance benefits, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the PROPERTY by DISTRICT.

GRANTOR hereby acknowledges that it either has consulted with legal counsel, or had an opportunity to consult with legal counsel, regarding the provisions of California Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his/or her settlement with the debtor.”

GRANTOR acknowledges that it may have sustained damage, loss, costs, or expenses which are presently unknown and unsuspected, and such damage, loss, costs, or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, GRANTOR hereby acknowledges that this CONTRACT has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which it may have under California Civil Code Section 1542, or under any statute or common law or equitable principle of similar effect.

This acknowledgment and release shall survive Close of Escrow.

12. REMEDIES (S)

If GRANTOR defaults under this CONTRACT, then DISTRICT may, at DISTRICT’s option, terminate the escrow or initiate an action for specific performance of this CONTRACT, in addition to pursuing any other rights or remedies that DISTRICT may have at law or in equity.

13. MISCELLANEOUS ITEMS ACQUIRED AS REALTY (9.7 S)

It is understood and agreed by and between the parties hereto that the Purchase Price includes, but is not limited to, payment for a single-family residence of approximately 638 square feet, greenhouse, shed, metal building, water well, and well pump equipment on the PROPERTY which are considered to be part of the realty and are being acquired by DISTRICT in this transaction.

14. RENTAL AGREEMENT AND/OR LEASE (10.2 N)

GRANTOR’s PROPERTY is occupied by tenants under the terms of a written/oral Agreement(s). GRANTOR has provided DISTRICT with a copy of any written Agreement(s) and a written summary of the terms of any oral Agreement(s) concurrent with the execution of this CONTRACT by GRANTOR.

15. RENTAL UNITS TO REMAIN VACANT (9.14 N)

In the event the facility or any of the rental units on the PROPERTY are vacated prior to Close of Escrow, it is understood and agreed by and between the parties hereto that the undersigned GRANTOR, in consideration of payment of the Purchase Price, shall not rent or otherwise allow to be occupied the facility and/or any of the vacated rental units on the PROPERTY.

16. RESPONSIBILITY FOR REAL PROPERTY (9.10 N)

It is understood that DISTRICT assumes no liability of ownership until title vests in DISTRICT. Should improvements suffer any damage or loss from whatever cause prior to delivery of possession to

DISTRICT, DISTRICT may recover from GRANTOR the value of such damage or loss which DISTRICT is authorized to offset against the Purchase Price, or DISTRICT may, at its option, cancel this CONTRACT.

17. GRANTOR'S RIGHT TO REMOVE PERSONAL PROPERTY (9.11 N)

It is understood and agreed by and among the parties hereto that payment of the Purchase Price does not include the purchase of any personal property, except as provided in Section 13 above. It shall be the responsibility of GRANTOR to determine the ownership of any personal property located on the PROPERTY and arrange for the removal thereof. DISTRICT assumes no liability for the enforcement of any agreement between GRANTOR and any third parties pertaining to any matter of personal property disposition.

Should GRANTOR fail to remove any items of personal property upon vacation of the PROPERTY, the right to remove said items shall terminate and said items shall be considered as abandoned by GRANTOR, and DISTRICT may dispose of such items as it sees fit without any liability to GRANTOR.

18. PROPERTY INSPECTIONS (S)

DISTRICT shall have the right during the escrow term and at DISTRICT's expense to conduct tests, surveys, studies, inspections, and investigations (collectively, "**Inspections**") of the PROPERTY. GRANTOR hereby grants a right of entry to DISTRICT, its contractors, and employees for all such Inspections of the PROPERTY upon 24-hour advance notice. DISTRICT agrees to keep the PROPERTY free and clear of any liens, indemnify, and hold GRANTOR harmless from all liability, claims, demands, damages, or costs, and repair all damages to the PROPERTY arising from such Inspections.

19. GRANTOR LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (N)

Nothing in this CONTRACT is intended nor shall anything in this CONTRACT be construed to transfer to DISTRICT or its successors or assigns or to relieve GRANTOR or its successors or assigns or predecessors in title of any responsibility or liability GRANTOR, or its successors or assigns or predecessors in title now has, has had or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials [as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation or other provision of the law (collectively "**Hazardous Materials**")] and any responsibility to comply with any regulatory requirements and/or orders of any federal, state, or local agencies or governmental entities.

Notwithstanding the foregoing, DISTRICT shall be and remain liable for any Hazardous Materials which become located because of DISTRICT's operations upon, within, or under the real property interests transferred pursuant to this CONTRACT.

20. CONSENT TO DISMISSAL OF CONDEMNATION (6.2 S)

If DISTRICT files an action in eminent domain to pursue the acquisition of the PROPERTY and escrow subsequently closes, GRANTOR hereby agrees and consents to the dismissal of the eminent domain action, and waives any and all claim to money, including interest, that may be deposited in the Superior Court in such an action.

21. MISCELLANEOUS (S)

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

GRANTOR: Peter Kanavos and Stamatia Kanavos
6655 Silent Harbor Drive
Huntington Beach, CA 92648

DISTRICT: Orange County Flood Control District
OC Public Works/Real Estate Services
P. O. Box 4048
Santa Ana, CA 92702

Any notice or other document sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other document in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this CONTRACT, nor any interest herein, shall be assignable by any party without prior written consent of the other parties.

D. Governing Law. The parties hereto agree that this CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in San Bernardino County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

E. Inurement. Subject to the restrictions against assignment as herein contained, this CONTRACT shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this CONTRACT or the breach thereof, each party shall be responsible for their own attorneys' fees and costs.

G. Counterparts. This CONTRACT may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

H. Survival of Covenants and Conditions. All covenants and conditions set forth in this CONTRACT shall survive Close of Escrow.

22. ATTACHMENTS (19.1 S)

This CONTRACT includes the following, which are attached hereto and made a part hereof:

- A. ATTACHMENT 1 – Grant Deed and Map
- B. ATTACHMENT 2 – General Provisions (Escrow)

IN WITNESS WHEREOF, the parties have executed this CONTRACT the day and year first above written.

GRANTOR

KANAVOS FAMILY TRUST,
dated March 6, 2006

By: *Peter Kanavos*
Peter Kanavos, Co-Trustee

By: *Stamatia Kanavos*
Stamatia Kanavos, Co-Trustee

Approved as to Form
Office of the County Counsel
Orange County, California

By: *[Signature]*
~~Deputy~~ Senior Assistant

Date: 2/28/13

DISTRICT

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: _____
Chairman of the Board of Supervisors
Orange County, CA

Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
G.C. Sec. 25103, Reso 79-1535

ATTEST:

Susan Novak
Clerk of the Board of Supervisors,
Orange County Flood Control District,
Orange County, California

RECORD AT REQUEST OF,
AND WHEN RECORDED MAIL TO:

County of Orange
OC Public Works
Real Estate Services
300 North Flower Street, 6th Floor
Santa Ana, California 92703

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
(Same as above)

This is to certify that this document is exempt from recording fees per Govt. Code Sec. 27383 and is exempt from Document Transfer Tax per Rev. & Taxation Code Section 11922.

By: _____
OC PUBLIC WORKS/REAL ESTATE SERVICES

A. P. NO.: 1056-381-01

- Unincorporated Area
- Incorporated, City of Chino

This deed is in satisfaction of the Eminent Domain Action Case No. _____ as evidenced by the Lis Pendens recorded as Instrument No. _____

Project/Parcel No: E01PD-38-036
Project Name: Prado Dam Project

GRANT DEED

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

PETER KANAVOS AND STAMATIA KANAVOS,
CO-TRUSTEES OF THE KANAVOS FAMILY TRUST DATED MARCH 6, 2006
hereinafter referred to as "**GRANTOR**",

do(es) hereby GRANT to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "**DISTRICT**", the fee interest, including but not limited to water well(s), well pump equipment and all water rights, in the real property situated in the County of San Bernardino, State of California, described as:

(See Exhibits A and B for legal description and map,
attached hereto and by reference made a part hereof.)

Nothing in this Deed is intended nor shall anything in this Deed be construed to transfer to DISTRICT or its successors or assigns or to relieve GRANTOR or its successors or assigns or predecessors in title of any responsibility or liability GRANTOR or its successors or assigns or predecessors in title now has, has had or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation or other provision of the law). Furthermore, DISTRICT may exercise its rights under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from GRANTOR or any others who are ultimately determined by a court of competent jurisdiction and/or a Federal, state or local regulatory or administrative governmental agency or body having jurisdiction, to have responsibility for said hazardous toxic substances or materials upon, within, or under the real property interests transferred pursuant to this Deed. Notwithstanding the foregoing, DISTRICT shall be and remain liable for any hazardous or toxic substances or materials which become located, because of DISTRICT's operations, upon, within, or under the real property interests transferred pursuant to this Deed.

GRANTOR

KANAVOS FAMILY TRUST,
dated March 6, 2006

Dated 4-11-2013

By: *Peter Kanavos*
Peter Kanavos, Co-Trustee

Dated 4-11-2013

By: *Stamatia Kanavos*
Stamatia Kanavos, Co-Trustee

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Orange

On April 11, 2013, before me *Catherine Lapid, a notary public*
(Here insert name and title of officer)

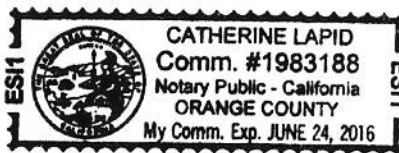
personally appeared *Peter Kanavos*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Catherine Lapid*



Document: Grant Deed
Grantor/Grantee: KANAVOS/OCFCD

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Orange

On April 11, 2013, before me Catherine Lapid, a notary public
(Here insert name and title of officer)

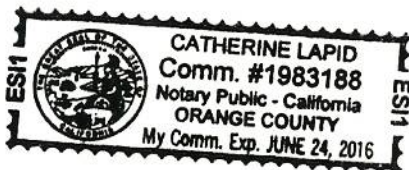
personally appeared Stamatia Kanavos

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Catherine Lapid



Document: Grant Deed
Grantor/Grantee: KANAVOS/OCFCD

EXHIBIT A

LEGAL DESCRIPTION

Facility No.: E01PD

Parcel No.: 38-036

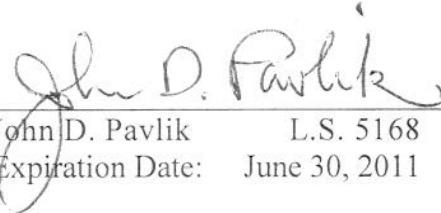
San Bernardino County
APN 1056-381-01

Those portions of Lots 33, 40, 41, and the unnamed street lying between Lots 33 and 40, located in Section 31, Township 2 South, Range 7 West, San Bernardino Base and Meridian, in the City of Chino, County of San Bernardino, State of California, according to map showing subdivision of Rancho Santa Ana Del Chino, as per plat recorded in Book 6 of Maps, Page 15, in the office of the County Recorder of said County, described in Amended and Corrected Order Confirming Sale of Real Property recorded December 7, 1953 in Book 3289, Page 56 of Official Records of said County Recorder.

EXCEPT those portions of said Lot 33 and the unnamed street lying between Lots 33 and 40, described in Grant Deeds recorded June 22, 2004, in Document No. 2004-0439430 and Document No. 2004-0439431 of said Official Records.

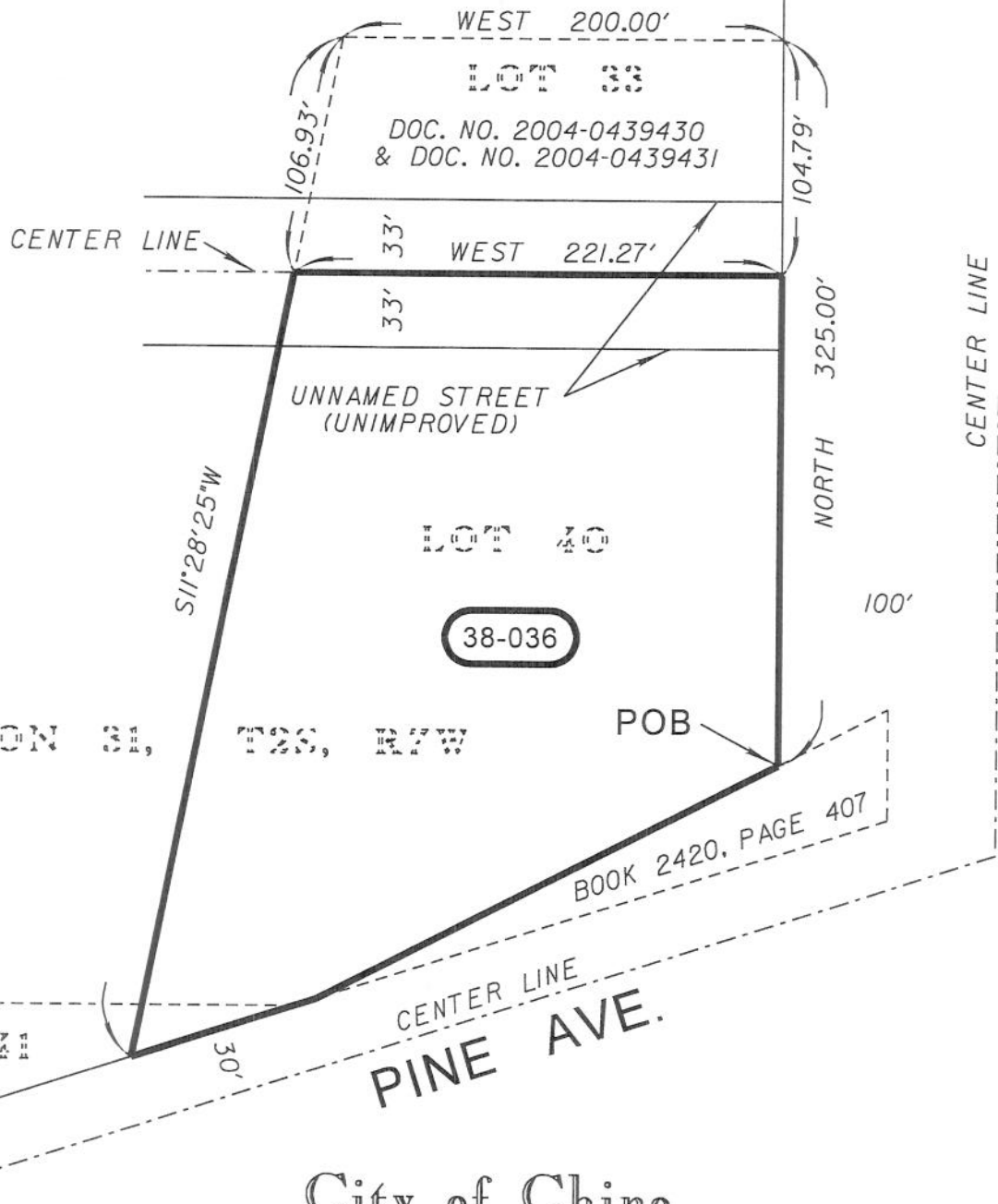
See EXHIBIT B attached and by reference made a part.

APPROVED

 Date: 9/14/10
John D. Pavlik L.S. 5168
Expiration Date: June 30, 2011



RANCHO SANTA ANA
DEL CHINO
BOOK 6, PAGE 15



CENTER LINE
EUCLID AVE.

SECTION 34,

T2S, R7W

POB

BOOK 2420, PAGE 407

LOT 41

CENTER LINE
PINE AVE.

City of Chino
County of San Bernardino



COUNTY OF ORANGE
OC PUBLIC WORKS
RIGHT - OF - WAY ENGINEERING

ID # 2003 - 027
SCALE : 1" = 80'

EXHIBIT B

PROJECT : PARCEL NO. E01PD-38-036

ATTACHMENT 1

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, is hereby accepted by order of the Board of Supervisors of the County of Orange, California, acting as the governing board of the ORANGE COUNTY FLOOD CONTROL DISTRICT, and the ORANGE COUNTY FLOOD CONTROL DISTRICT consents to recordation thereof by its duly authorized officer.

ORANGE COUNTY FLOOD CONTROL DISTRICT

Dated: _____

By: _____


Chairman of the Board of Supervisors
Orange County, CA

**Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
G.C. Sec. 25103, Reso 79-1535**

ATTEST:

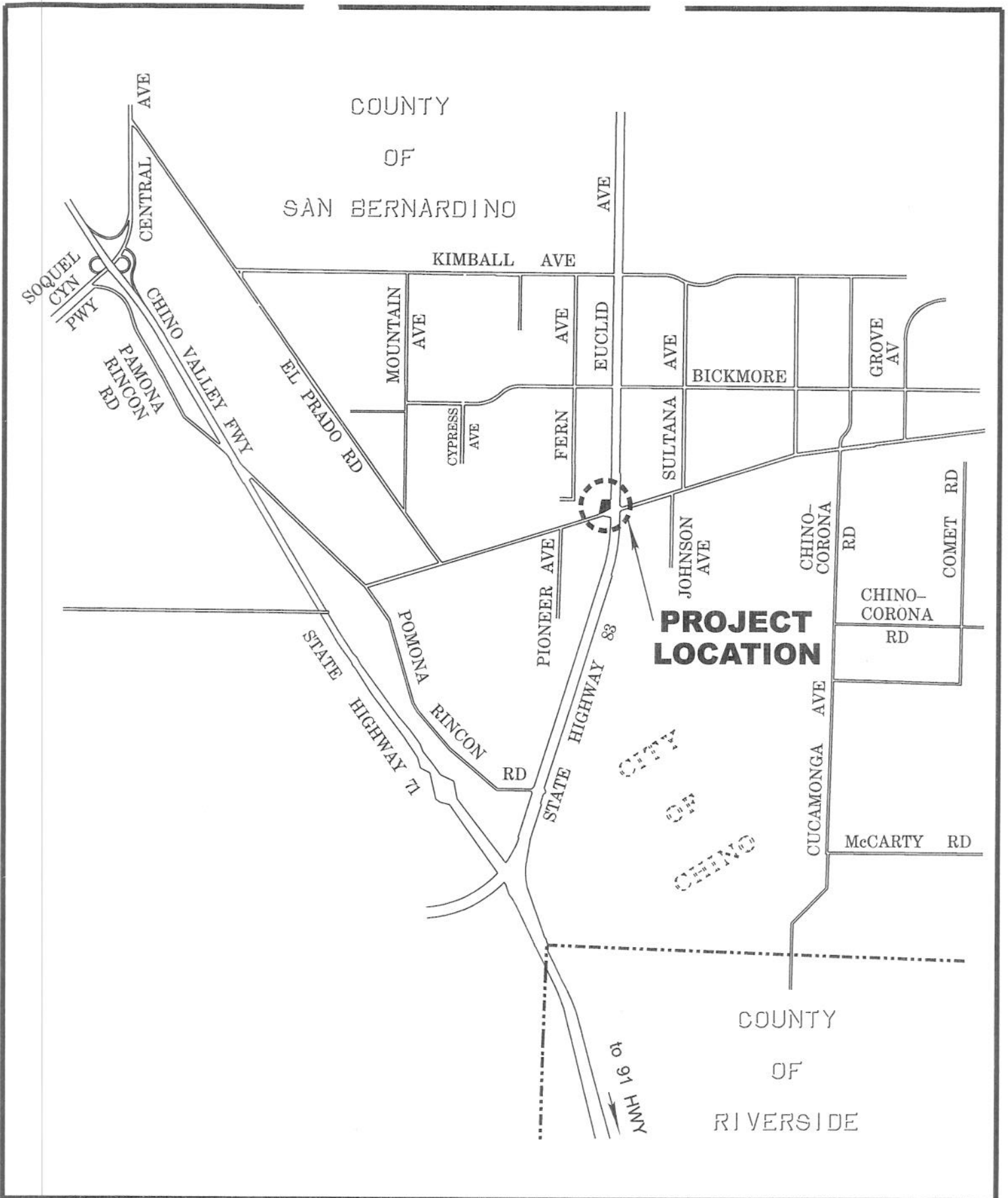
Susan Novak
Clerk of the Board of Supervisors
Orange County Flood Control District,
Orange County, California

Approved as to Form
Office of the County Counsel
Orange County, California

By: 
~~Deputy~~ Senior Assistant

Date: 2/28/13

Document: Grant Deed
Grantor/Grantee: KANAVOS/OCFCD



COUNTY OF ORANGE
 OC PUBLIC WORKS
 RIGHT - OF - WAY ENGINEERING

PROJECT : Parcel No. E01PD-38-036

ID # 2003-027

SCALE : 1" = 3000'

LOCATION MAP

LANDAMERICA LAWYER'S TITLE

GENERAL PROVISIONS

IMPORTANT – PLEASE READ CAREFULLY

1. Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313)

We collect nonpublic personal information about you from information you provide on forms and documents and from other people such as your lender, real estate agent, attorney, Title Company, etc. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

2. Execution and delivery of Escrow Instructions

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

3. Deposit of Funds

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

4. Good Funds Law – California Insurance Code §12413.1

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

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

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

5. License of Escrow Holder

Escrow Holder is licensed by the California Department of Insurance to act as an underwritten title company, or if Escrow Holder's name includes the word "insurance", Escrow Holder has a Certificate of Authority issued by the California Department of Insurance to transact the business of title insurance.

6. Prorations

All adjustments and prorations called for in this escrow shall be made on the basis of a thirty (30) day month, unless otherwise instructed in writing.

7. Sufficiency, Validity, Authority, etc. of Documents

Escrow Holder shall not be responsible or have any liability with respect to the sufficiency or correctness as to form, manner of execution, or validity of any document 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 and disbursement of funds deposited in this escrow and the proper safekeeping and delivery of such documents received by Escrow Holder, in accordance with the written instructions given to Escrow Holder in this escrow in which all parties have concurred.

8. Conveyance and Vesting

Escrow Holder may be instructed to draw a Grant Deed, using any standard form, conveying title from Seller to Buyer, with Buyer's legal vesting. Buyer acknowledges that Escrow Holder cannot give advice as to vesting, and understands that the vesting designated may have significant legal and tax consequences. Buyer is advised to seek the advice of Buyer's own attorney and accountant with regard to vesting. Buyer shall furnish Escrow Holder with Buyer's vesting prior to the date of preparation of Buyer's loan documents or close of escrow (if Buyer is not obtaining financing). Escrow Holder is hereby authorized and instructed to complete and/or correct Buyer's vesting on the Grant Deed, even if it has already been executed and notarized. If Buyer is married and taking title alone, (1) Buyer shall furnish Escrow Holder with the name of Buyer's spouse, (2) Escrow Holder is authorized and instructed to prepare an Interspousal Transfer or Quitclaim Deed for Buyer's spouse's signature and (3) Escrow Holder is to record same at close of escrow, charging Buyer's account for the preparation and recording fees associated with this deed.

9. Copies of Escrow Instructions

Escrow Holder is authorized to furnish copies of these instructions, any supplements and/or amendments thereto, notices of cancellation and closing statements to any real estate brokers or agents representing any party to this escrow and to any lender whose loan will be paid through this escrow or will be used to fund this escrow.

10. Cancellation

In the event this escrow is canceled, the parties hereto agree to pay Escrow Holder its cancellation fee for work performed, and to pay all expenses incurred by Escrow Holder. If a demand to cancel this escrow is submitted to Escrow Holder or if there is no written communication from the parties for a period of six months, Escrow Holder shall notify the parties of its intention to cancel this escrow and return all documents and funds (less cancellation fees and costs) to the party depositing the same. If no written objection to such notice is given to Escrow Holder within fifteen (15) days of mailing such notice, Escrow Holder shall cancel this escrow and return all funds and/or documents then held by Escrow Holder to the party depositing the same.

11. Disputes

No notice, demand or change of instruction shall be of any effect in this escrow unless given in writing by all parties affected thereby. In the event a demand for funds and/or documents deposited with Escrow Holder in connection with this escrow is made and which is not concurred in by all parties hereto, Escrow Holder, notwithstanding which party made such demand, may elect to do any of the following:

- a. Take no further action with this escrow and continue to hold such funds and/or documents until receipt of mutual concurring instructions from all parties to this escrow as to the disposition of such funds and/or documents;
- b. Commence an action in interpleader and obtain an order from the court ordering Escrow Holder to deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow; or
- c. In the event that any party commences an action against any other party with respect to this escrow, deposit such funds and/or documents with the court, in which case Escrow Holder shall have no further liability or obligations with respect to this escrow.

In the event Escrow Holder interpleads any funds and/or documents with any court pursuant to either subparagraphs (ii) or (iii) above, Escrow Holder shall be entitled to reimbursement of its reasonable attorney's fees and expenses of litigation in connection with such action.

12. Arbitration

In the event of a claim or controversy between Escrow Holder and any party hereto involving an amount greater than \$5,000.00 and arising out of this escrow, either Escrow Holder or such other party may demand arbitration pursuant to the Rules of the American Arbitration Association. The decision of the arbitrator shall be binding on all parties and judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof.

13. No Duty to Notify as to Other Transactions

Escrow Holder shall have no duty or responsibility to notify any party to this escrow of any sale, resale, loan, exchange or other transaction involving the property which is the subject of this escrow or any profit realized by any person or entity in connection therewith, notwithstanding that Escrow Holder may act as escrow holder for such transaction(s) in this or another escrow(s).

14. Failure to Close Timely

If the conditions for closing this escrow have not occurred at the time set forth herein for closing, Escrow Holder is nevertheless to continue to act hereunder and to close this escrow as soon thereafter as such conditions (except as to time) shall have been met, unless any party shall have made a written demand on Escrow Holder for cancellation of this escrow and/or for the return of any funds and/or documents deposited by such party.

15. Delivery of Documents and Funds

Escrow Holder will send documents to the parties in an appropriate manner, such as regular mail, facsimile or email, unless otherwise instructed. Delivery by Escrow Holder of documents to a party's real estate agent or broker shall constitute delivery to that party. Funds may be delivered by regular mail, overnight mail or wire, at the discretion of Escrow Holder, unless otherwise instructed by the party to whom the funds are delivered.

16. Retention of Records

After the closing or cancellation of this escrow, Escrow Holder shall retain the escrow file(s) pertaining to this escrow for a minimum of one year, after which the Escrow Holder is authorized to destroy or otherwise dispose of such file(s) without notice or liability to the parties hereto.

17. California Withholding

In accordance with Section 18662 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to 3-1/3 percent of the sales price in the case of a disposition of a California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the seller, OR
2. A corporate seller that has no permanent place of business in California.

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 (\$500.00).

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:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
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, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, of any of the following:
 - A. That the California real property being conveyed is the seller's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - B. That the California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purpose under Section 1031 of the Internal Revenue Code.
 - C. That the California real property has been compulsorily or involuntarily converted (within the meaning of Section 1031 of the Internal Revenue Code) and that 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 Section 1033 of the Internal Revenue Code.
 - D. That the California real property transaction will result in a loss for California income tax purposes.

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

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis for corporations and other entities.

Buyer understands that in no event will Escrow Holder undertake to advise Buyer and/or Buyer's representative on the possible application of the above code sections to this specific transaction. Unless expressly instructed by Seller and Buyer herein, Buyer understands that Escrow Holder will NOT assist in obtaining a waiver from withholding from the Franchise Tax Board.

Should Buyer and Seller herein direct Escrow Holder to undertake any activities pursuant to the withholding provisions under California law, Buyer and Seller agree to cooperate fully in providing necessary information to Escrow Holder. Buyer and Seller agree to indemnify and hold Escrow Holder harmless in the event of noncompliance resulting from information supplied by either Buyer and/or Seller. For additional

information concerning the withholding provisions under the code sections referenced above, please contact the Franchise Tax Board-Withholding-at-Source Unit at (916)845-4900, P.O. Box 651, Sacramento, CA. 95812-0651.

18. Foreign Investment in Real Property Act (FIRPTA)

Buyer is hereby notified that FIRPTA withholding (Internal Revenue Code Section 1445) may be applicable to certain sales of United States real estate by non-resident aliens. Unless instructed otherwise by the parties to this escrow, Escrow Holder is released from any liability, obligation or responsibility with respect to compliance with said Code Section, including, but not limited to (a) withholding of funds, (b) advising the parties as to the requirements of said sections, (c) determining whether transferor (Seller) is a foreign person or entity and/or (d) obtaining a non-foreign affidavit.

19. Preliminary Change of Ownership

Prior to the close of escrow, Buyer may hand Escrow Holder a fully completed and executed "Preliminary Change of Ownership Report" (PCOR) pursuant to the requirements of California Revenue and Taxation Code Section 480.3. Buyer may elect not to complete and execute said form prior to the close of escrow. Should Buyer choose not to execute the PCOR or should the County Recorder's office reject the PCOR for any reason, Buyer is aware that a \$20.00 charge will be assessed by the County Recorder's office and Escrow Holder will charge the account of Buyer accordingly. In the event the PCOR has not been filed at the time the documents record OR the County Tax Assessor's office determines that the form has not been properly completed, Buyer will be responsible for obtaining and completing a new PCOR and any additional documents that may be required by the Assessor's office. Failure to file a proper PCOR will result in additional penalties in accordance with Section 480 of the California Revenue and Taxation Code. Escrow Holder's sole duty shall be the delivery of the PCOR to the County Recorder at the time of recordation of transfer documents, if it is provided to Escrow Holder. Escrow Holder assumes no liability or responsibility regarding the proper completion of the PCOR.

20. Supplemental Taxes

Buyer is advised that the County Tax Assessor will revalue property that changes ownership or contains new construction, which may result in a supplemental assessment. The supplemental taxes will be assessed from the date of the change in ownership or completion of construction.

21. Fire/Hazard Insurance

Buyer shall obtain Fire/Hazard Insurance Coverage, if applicable, on the subject property prior to the close of escrow, as per requirements of the new lender. If Buyer has not paid policy premium prior to close of escrow, Escrow Holder is authorized and instructed to debit Buyer's account with the cost of the annual premium and pay such premium to the insurance agent/or company, at the close of escrow, from funds deposited by Buyer. Escrow Holder is instructed to request that the insurance company deliver the original policy and copies, as required, to all necessary parties. In the event the property is covered by a blanket insurance policy, Buyer shall provide Escrow Holder with a Certificate of Insurance. FAILURE TO PROVIDE FIRE/HAZARD INSURANCE WILL DELAY THE CLOSE OF ESCROW. Escrow Holder has no obligation to obtain fire or other insurance in the absence of a written instruction to do so.

22. Fees and Charges; Messenger Fees

Escrow, title and recording charges and other costs are to be charged to the principals' accounts in accordance with customary practices in this County, unless Escrow Holder is instructed to do otherwise in writing. The charges which the Company will make for sending documents and/or checks via next day messenger services (i.e. Federal Express, UPS, DHL, Airborne, Express Mail, etc.) are \$15.00 per letter, standard overnight service, and \$25.00 for larger size packages and/or priority delivery services, both of which charges includes a reasonable mark-up to cover the Company's expenses, overhead and profit for arranging the service. Special messenger fees will be charged at the actual cost of the messenger service, plus a reasonable mark-up to cover the Company's expenses, overhead and profit for arranging the service. There will be no additional charge for pick-up or delivery of packages via the Company's regularly scheduled messenger runs.

23. Fees Paid in Advance

Escrow Holder is hereby instructed to use Buyer's funds deposited into escrow to pay any fees required prior to close of escrow to entities such as, but not limited to, homeowner's association management companies for ordering documents, lender's charge for a payoff statement and city's charge for city reports. In the event escrow is canceled and Buyer is entitled to a refund of deposited funds, the amount of any fees advanced shall be deducted from the funds returned to Buyer. Seller hereby agrees to immediately deposit into escrow the amount of fees advanced for which Seller is responsible, and Escrow Holder will immediately disperse the amount of such deposit to Buyer. Buyer hereby agrees to immediately return to Escrow Holder any documentation provided to Buyer that is associated with fees advanced by Escrow Holder. Buyer shall not be reimbursed for any fees associated with documents provided to Buyer which are not returned to Escrow Holder. Escrow Holder shall not be liable to Buyer for fees deducted from Buyer's deposit in the event Seller fails to deposit the amount of such fees into escrow.

24. Special Recording; Late Confirmation of Recording

Seller's proceeds may not be available, and encumbrances may not be paid off, until the first business day following the day of recording if (1) documents recorded at close of escrow are recorded later in the day than 8:00 a.m. (which is called a "special recording") or if (2) the County Recorder does not provide confirmation of recording within sufficient time to allow same-day disbursement of funds by wire or check.

25. IRS Form 1099 Requirements

If requested by Escrow Holder, Seller will furnish Escrow Holder with sufficient information to file Form 1099, if required, with the Internal Revenue Service for the sale of the real property which is the subject of this escrow.

26. Disclosure Reports

Escrow Holder is not to be concerned with disclosures made by the parties to each other. In the event Escrow Holder receives any disclosure reports requiring signatures or approval by a party, Escrow Holder's only responsibility will be to forward the report to the appropriate party.

27. Loan Payoffs

When a mortgage, deed of trust or tax lien is to be paid off through escrow, Escrow Holder is authorized to pay the payoff demand received from the creditor. Seller/borrower understands that a loan payoff may include a prepayment penalty and other charges.

28. Furnishing of Closing Statement

Escrow Holder is hereby authorized and instructed to furnish Buyer with a copy of Seller's Closing Statement at close of escrow.