



CHICAGO TITLE COMPANY

SALE ESCROW INSTRUCTIONS

Chicago Title Agency, Inc., an AZ corporation
963 E. B Street, Office 5
San Luis, AZ 85349
Phone: (928)304-0594 Fax:

Date: July 16, 2020
Escrow No.: 2001417MU
Property: Vacant land
San Luis, AZ 85349

Border Ranches. LLC

herein "Seller"
whose address is 11593 S Fortuna Rd., Yuma, AZ 85367
Phone: (928)342-7300

The City of San Luis

herein "Buyer"
whose address is 1090 E Union St., San Luis, AZ 85349
Phone: (928)341-8520

- This Agreement is subject to the provisions of ARS §38-511

TITLE POLICY TO SHOW TITLE VESTED IN

The City of San Luis

Buyer(s) have deposited with escrow, receipt of which is hereby acknowledged an initial deposit in the amount of \$ 0.00

Prior to the close of escrow, Buyer will hand you the balance of down payment (plus \$484.00 closing costs, if applicable payable to Chicago Title Agency, Inc., an AZ corporation) the sum of \$ 719,044.00

Total Consideration \$ 718,560.00

I/We hereby employ Chicago Title Agency, Inc., an AZ corporation to act as Escrow Agent in connection with a sale by Seller to Buyer upon the following terms and conditions, which shall be complied with on or before **July 31, 2020**, or as soon thereafter as possible unless a demand for cancellation has been made on Escrow Agent as provided for in these escrow instructions.

The property being sold is located in Yuma County, Arizona, and is described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Seller represents Property address to be: Vacant land, San Luis, AZ 85349

Seller and Buyer Obligations are check (X)	SELLER	BUYER
Title Policy Insuring:		
Owner <input type="checkbox"/> Alta <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Extended	X	
Escrow Fee	X	X
Recording and Filing Service Fee	X	X
Sale Escrow Instructions Fee	X	X

Taxes, homeowner's association fees, rents, irrigation fees, and if assumed, insurance premiums, interest on assessments, interest on encumbrances and service contract shall be prorated as of **close of escrow**, unless otherwise specified herein.

The amount of any assessment, other than homeowner's association assessments, which is a lien as of the close of escrow, shall be prorated and assumed by Buyer. Any assessment that becomes a lien after close of escrow is the Buyer's responsibility.

PRORATIONS: Prorate as of Close of Escrow

- Taxes, homeowner's association fees, rents, and irrigation fees, as applicable.

GENERAL PROVISIONS

SELLER AND BUYER AGREE AS FOLLOWS:

- 1. DEPOSIT OF DOCUMENTS AND FUNDS.** Buyer and Seller agree to pay all costs incurred by Escrow Agent in handling the escrow and to deposit into escrow all documents and funds, and do all other things, necessary to complete the transaction that is the subject of the escrow and to enable Escrow Agent to record or deliver these documents. In addition, Buyer and Seller agree to immediately deposit with or refund to Escrow Agent all funds requested by Escrow Agent after close of escrow to pay any amounts that may be required by any taxing authority or any lender that holds or will hold, at close of escrow, a mortgage or deed of trust encumbering the property. All funds will be in the form of United States dollars. Escrow Agent is instructed to deposit all funds in a non-interest bearing general escrow account in one (1) or more financial institutions doing business in Arizona and whose deposits are federally-insured.

The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Holder's or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. 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 or its affiliates shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

- 2. DISBURSEMENT AND RECORDING.** Buyer and Seller instruct Escrow Agent to pay from funds deposited into escrow all amounts necessary to procure documents and all other charges or obligations necessary to consummate this transaction, in accordance with these instructions and the Settlement Statement. Escrow Agent is authorized to act upon any statement furnished to Escrow Agent by a lien holder or its agent, without liability or responsibility for the accuracy of the statement. When these instructions have been complied with and the insurer is willing to issue the requested title insurance policy and when Escrow Agent's fees and charges have been paid, Buyer and Seller instruct Escrow Agent to file, deliver, or record all documents. Disbursement of funds may be in the form of Escrow Agent's check.
- 3. CLEARANCE OF FUNDS BY ESCROW AGENT.** Escrow Agent is not liable for any loss or impairment of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of such financial institution. Notwithstanding any provisions of applicable law, and in Escrow Agent's sole discretion, Escrow Agent is not obligated to disburse any funds represented by check or draft until Escrow Agent is advised by the financial institution in which the check or draft is deposited that such check or draft has been honored.
- 4. PRORATIONS AND ADJUSTMENTS.** Prorations will be calculated on the basis of a thirty (30) day month. All items to be prorated have been submitted to escrow and Buyer and Seller agree to hold Escrow Agent harmless as to any items or information not submitted to escrow for proration calculation. Real estate taxes are prorated on the basis of the current year if the taxes for the current year are available on the business day preceding the close of escrow through the real estate tax reporting service used by Escrow Agent or if the parties have delivered to Escrow Agent on or before the business day preceding the close of escrow a copy of the current tax bill issued by the county Treasurer. Escrow Agent is not liable or responsible for making an adjustment in the escrow settlement if the taxing authority, after the close of escrow, determines that additional taxes are due.
- 5. INDEMNITY.** Buyer and Seller will pay all costs, damages, attorneys' fees, costs, expenses and liabilities that Escrow Agent may incur or sustain in connection with these instructions, the escrow or any court action or dispute resolution procedure arising from these instructions or the escrow, including without limitation any legal action to enforce collection of its fees, costs or charges, unless caused by the bad faith, willful misconduct or gross negligence of Escrow Agent.
- 6. AFFIDAVIT OF REAL PROPERTY VALUE.** Escrow Agent is instructed to execute and file on behalf of Buyer and Seller the affidavit required by Arizona Revised Statutes Section 11-1133, using the sales price as the total consideration if at the time of filing the affidavit has not been executed by the parties.
- 7. ESCROW AGENT'S LIEN.** Buyer and Seller grant Escrow Agent a lien on all property and funds deposited into escrow. Buyer and Seller hereby authorize Escrow Agent to reimburse itself for its fees, charges and all damages or expenses it may incur in connection with the escrow and the performance of Escrow Agent's duties, including without limitations costs, damages and attorneys' fees.
- 8. INSURANCE OTHER THAN TITLE.** Escrow Agent has no responsibility to procure, renew, or otherwise keep in force any flood insurance or other policies of insurance. If instructed, Escrow Agent is authorized to execute on behalf of Buyer or Seller form assignments of, or to order changes to, any insurance other than title insurance and to forward policies to the insurer's agent with a request that the insurer consent to a transfer, attach a loss payable clause or other endorsement or make any other additions or corrections that may be required and that the insurer's agent return the policies to the parties entitled to them. Buyer and Seller are responsible to pay premiums; maintain insurance in full force and effect; renew, transfer, assign or properly endorse policies of insurance; cancel or terminate policies; and determine that the types and amounts of insurance coverage are appropriate or sufficient. Escrow Agent may rely on the insurance information furnished by Buyer or Seller or their agents, and is not liable for any inaccuracy of such information and is not obligated to inquire into the accuracy or sufficiency of such information.
- 9. CONFLICTING DEMANDS.** In the event of any conflicting demands concerning these instructions or this escrow they authorize Escrow Agent, at its election, to hold any money and documents deposited hereunder until it receives mutual instructions from all parties or until a court of competent jurisdiction has finally determined the rights of all parties. In the alternative, Escrow Agent may, at its discretion at any time, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction to determine its rights and the rights of the parties to this escrow.
- 10. RESIGNATION.** Escrow Agent may resign upon written notice to Buyer and Seller. If Escrow Agent resigns, all funds, less Escrow Agent's charges, and all documents held by Escrow Agent will be returned to the party that deposited them into escrow and Escrow Agent will have no liability under these instructions.

GENERAL PROVISIONS

(continued)

- 11. CANCELLATION.** Except as otherwise provided in these instructions, any party who wishes to cancel these instructions because of any material breach by another party, and who is not in material breach except as occasioned by a material breach by the other party, may cancel these instructions by delivering written notice of cancellation to both the breaching party and to the Escrow Agent stating the nature of the breach. Cancellation will become effective immediately upon delivery of the written notice of cancellation to both the breaching party and the Escrow Agent. In the event of a dispute between Seller and Buyer regarding earnest money deposited in escrow, Seller and Buyer authorize Escrow Agent to release the earnest money pursuant to the terms and conditions of these instructions. Seller and Buyer specifically authorize Escrow Agent to act in its sole and absolute discretion in the release of earnest money. Seller and Buyer agree to hold harmless and indemnify Escrow Agent against any claim, action or lawsuit of any kind, and from any loss, judgment, or expense, including costs and attorneys' fees, arising from or relating in any way to the release of earnest money. Notwithstanding any other provision in these instructions, Escrow Agent may at its election and in its sole discretion in the event of any conflicting demands made upon it concerning these instructions or this escrow, hold any money and documents deposited in escrow until it receives mutual instructions by all parties or until a civil action has been concluded in a court of competent jurisdiction determining the rights of the parties. In the alternative, Escrow Agent may at any time at its discretion commence a civil action to interplead any conflicting demands to a court of competent jurisdiction and will be entitled to deduct its costs and attorneys' fees from funds deposited in connection this interpleader action.
- 12. FAILURE OF PARTIES TO ACT.** If Escrow Agent is presented with conflicting demands as to any funds or documents on deposit when the escrow is canceled by either of the parties and the parties cannot agree as to their disposition and no legal action to resolve the conflict has been commenced within one (1) year from the date Escrow Agent notified the parties of the conflicting demands, Escrow Agent will return without further notice the funds and the documents to the party who deposited them, after deducting all charges, and Escrow Agent will have no further duty or liability in connection with the funds, the documents or the escrow. If the parties have taken no action within six (6) months after the date set to close escrow, as extended from time to time in writing, Escrow Agent may as its discretion terminate the escrow and return all documents and funds to the parties who deposited them or for whose benefit or credit they were deposited.
- 13. REAL ESTATE COMMISSIONS.** Upon cancellation of these instructions, if commissions are claimed to be due from Seller or Buyer to any licensed Real Estate Broker, and if the Broker has deposited in escrow a written commission agreement or commission authorization executed by a party to this escrow, Escrow Agent is authorized to disburse funds in accordance with the agreement or authorization. The party obligated to pay the commission will not acquiesce in or agree to any mutual cancellation of these instructions without the written approval of the Real Estate Broker.
- 14. NOTICE, DEMAND OR DECLARATION.** If for any reason a Notice, Demand or Declaration of any kind is to be given by either party to the other party, said Notice, Demand or Declaration shall be in writing, signed by the party giving the Notice or making the Demand or Declaration, directed to the other party and shall be filed with Escrow Agent. Escrow Agent shall within a reasonable time after receipt of said Notice, Demand or Declaration, or within the time otherwise specified herein, send it to the party to whom it is directed by enclosing a copy of said instrument in an envelope addressed to said party at the last address which said party shall have filed with Escrow Agent, or if no address has been so filed, to said party in care of General Delivery at the city in which the office of Escrow Agent is located as shown on the first page of these instructions and depositing said envelope with proper postage affixed thereto in the United States mail. The mailing of any such instrument by Escrow Agent in the manner herein provided shall constitute notice of the contents of such instrument to the party to whom the instrument is directed as of the date of such mailing and no further notice thereof shall be required.
- 15. ACTS OUTSIDE OF ESCROW.** Whenever provision is made herein for the payment of any sum, the delivery of any instrument or the performance of any act "outside of escrow", Escrow Agent shall not be responsible therefor, shall not be concerned therewith and is specifically relieved of any obligation relative thereto.
- 16. APPROVALS.** Buyer and Seller instruct Escrow Agent to record and disburse upon receipt of all signatures and funds in escrow. Buyer and Seller have reviewed and approved the Settlement Statement dated on or about close of escrow. To the best of their knowledge and belief, it is a true and accurate statement of all authorized receipts and disbursements made on their account or by them in connection with this escrow. Buyer has received and reviewed the Commitment for Title Insurance and Buyer acknowledges Buyer's approval and acceptance of all matters set forth therein.
- If this escrow sale transaction and the contract states that the escrow fee and/or recording fee(s) and/or recording service fee shall be allocated in the usual or customary manner, Buyer and Seller acknowledge that said charges shall be paid one-half (1/2) by Buyer and one-half (1/2) by Seller. If the contract does not state how escrow fee and/or recording fee(s) and/or recording service fee shall be paid, then Buyer and Seller acknowledge that said charges shall be paid one-half (1/2) by Buyer and one-half (1/2) by Seller. In either case, the party requesting or benefiting from additional services including but not limited to overnight delivery, courier services, wiring charges, email document fees, payoff tracking fees, signing fees, etc. shall pay for such services if and as incurred. In circumstances where the buyer is obtaining a new VA loan, the seller shall pay the entire escrow fee.
- 17. COPIES TO REAL ESTATE AGENTS OR LENDERS.** Escrow Agent is authorized to furnish copies of any documents or papers to the parties' designated real estate agents or lenders. The parties designate their real estate agents as their duly-authorized agents for the purpose of accepting on their behalf documents or notices intended for delivery to the parties.
- 18. CONSTRUCTION AND INTERPRETATION.** These instructions and any written amendments or supplements thereto shall constitute the complete escrow instructions, notwithstanding the provisions of any purchase contract or other agreement, oral or written, between the parties. Any amendments and supplements to these instructions must be in writing and signed by all parties. To be effective the amendment must be delivered to and accepted by Escrow Agent. Escrow Agent is authorized to rely upon duly-executed instructions or notices that have been received by facsimile transmission. Time is of the essence of these instructions. The language of these instructions shall be interpreted according to its fair meaning and not strictly for or against either party or Escrow Agent. Words used in the masculine, feminine or neuter gender shall apply to either gender or the neuter, as appropriate. All singular and plural words shall be interpreted to refer to the number consistent with the circumstances. If any provision of these instructions is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

GENERAL PROVISIONS

(continued)

- 19. PROFESSIONAL ADVICE.** Buyer and Seller acknowledge that Escrow Agent has not given and will not be requested or expected to give financial, tax, or legal advice; to give advice as to the type or form of any instrument to be used in connection with this escrow; to review any documents deposited into escrow to determine their legality or sufficiency; to explain the meaning or legal consequences of any document; to make any inquiry of any nature concerning the financial condition of any party or entity; to opine as to the value or condition of the real or personal property; to assist in negotiating or structuring of the transaction; to verify square footage; or to determine possessory rights. As a convenience for Buyer and Seller, Escrow Agent may make available certain standard forms of instruments that are commonly used in Arizona but does not, and will not, recommend or select a particular form and will not complete, fill in or alter any form unless specifically instructed to do so by the parties, their attorneys, representatives or agents, who will designate the specific information to be inserted on the form or other specific source of such information.
- 20. DEFINITIONS.** "Charges" refer to all expenses and obligations incurred by the Escrow Agent on behalf of the parties pursuant to these instructions, including all escrow fees and all fees in connection with the issuance of, or the cancellation of an order for, a title insurance policy or other evidence of title to real property. "Close of Escrow" is the date on which the documents vesting the Buyer's interest in accordance with these instructions are recorded. "Party" refers to Seller or Buyer.
- 21. BUSINESS DAY.** The day established herein for compliance with any requirement shall end at the close of the then regularly established public business hours of Escrow Agent for such day; provided, should Escrow Agent be closed during any of said business hours on said day, such requirement may be met during normal business hours on the next succeeding day on which Escrow Agent is open for business.
- 22. TITLE INSURANCE.** The title insurance provided for, unless otherwise specified herein or in the lender's instructions, shall be a standard coverage form of title insurance policy subject to those provisions of the title insurer's commitment for title insurance, preliminary title report or policy with a liability not less than the purchase price paid by the buyer or the amount of any loan, the title insurer to be that company customarily used by the office of the Escrow Agent shown on the front hereof. The parties understand that Escrow Agent is only the agent for the title insurer, that the title insurance contract is between the insured owner and the title insurer and that these escrow instructions do not alter, affect or amend that contract. The employment of Chicago Title Agency, Inc., an AZ corporation as Escrow Agent shall not affect any right of subrogation under the terms of any title insurance policy issued pursuant to these instructions.
- 23. NOTICE OF ABANDONED OR DORMANT FUNDS CUSTODIAL FEE.** This rate shall apply when funds are remaining in an escrow account, account servicing or trust account due to a payee's failure to negotiate a check provided as payment or fails to claim the funds belonging to them that remain in the account. There shall be a minimum charge of One Hundred Twenty And No/100 Dollars (\$120.00), which shall be considered earned when (a) funds remaining in an escrow have not been claimed for a period of one hundred eighty (180) days from the time the funds became available or (b) when a check remains un-cashed for a period of ninety (90) days after date of issuance. When the funds have remained in escrow for a period of more than twelve (12) months, then there shall be an additional fee of Ten And No/100 Dollars (\$10.00) per month or fraction thereof, which shall be considered earned at the end of each additional month. This fee shall also apply to charges that occurred in escrow, wherein a payee other than a principal to the escrow, failed to negotiate amounts tendered to them through the escrow or failed to claim funds belonging to them that remain in escrow. Fees as incurred shall be deducted from the amount held prior to disbursement and until such time as any remaining funds are escheated to the state pursuant to ARS Title 44, Chapter 3, Article 1. In the event the amount of the fee(s) incurred is/are more than the amount of funds held in escrow, then the amount of the funds remaining in the file shall be considered payment in full of the fees due.
- 24. EXCLUDED MATTERS.** Unless agreed to specifically in writing by Escrow Agent, Escrow Agent will not investigate and assumes no liability for unrecorded liens, including without limitation mechanics' liens; proposed improvement district liens or assessments; homeowner's association liens; personal property taxes or transfer of personal property; utility charges or deposits; boundary lines or location or condition of improvements; square footage; possessory rights, including without limitation delivery of possession; transfer of utilities; compliance with limitations on the use of property, including without limitation building or zoning ordinances or restrictions; taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property as of the closing of this escrow or which were not disclosed to Escrow Agent; reservations or exceptions in patents; transfers or filings of water rights or water rights applications; treatment or investigation of wood infestation; usury in any loan involved in the escrow; the availability of or charges for water, power, or waste collection; compliance with or violation of any environmental law; the legal or tax consequences of vesting; and the sufficiency or correctness as to form or manner of execution of any document deposited by the Buyer or Seller, their agents or any lender, or the identity, authority or right of any person executing documents.
- 25. CERTIFICATION.** Buyer and Seller have read and understand these instructions and all instruments bearing their signature or bestowing a benefit upon them, including without limitation any promissory note in their favor, and understand that their signatures signify their approval of the contents of these instructions and any such instruments. Buyer and Seller acknowledge that they have been advised of their right to seek independent advice before signing these instructions and any instruments and were given the opportunity to ask questions of the Escrow Officer about these instructions and the Settlement Statement. Buyer and Seller understand that Escrow Agent is relying upon this certification in closing the escrow, and agree that Escrow Agent will continue to act pursuant to these instructions until served with a written notice of cancellation of these instructions, signed by both Buyer and Seller.

GENERAL PROVISIONS

(continued)

- 26. 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. Chicago Title Agency, Inc., an AZ corporation 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. Chicago Title Agency, Inc., an AZ corporation 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. Chicago Title Agency, Inc., an AZ corporation 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. Chicago Title Agency, Inc., an AZ corporation 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. Chicago Title Agency, Inc., an AZ corporation 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 Chicago Title Agency, Inc., an AZ corporation 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.
- 27. 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 seventy-two (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 Chicago Title Agency, Inc., an AZ corporation as set forth herein.
- 28. JURISDICTION, VENUE, CHOICE OF LAW.** Any litigation or arbitration arising out of this escrow that involves Escrow Agent will be filed and maintained in the county in which the real property that is the subject of this escrow is located. The prevailing party or parties in any litigation or arbitration proceeding including Escrow Agent will be awarded, in addition to any other available remedy, all expenses, fees and costs, including expert witness fees, and all reasonable attorneys' fees incurred by the prevailing party or parties. The award of costs, fees, expenses, and attorneys' fees will be determined by the court or arbitrator, and not by a jury. Arizona law will govern all of the terms and provisions of these instructions and the escrow.
- 29. NOTICE.** Buyer and Seller agree that all notices delivered to any party or to Escrow Agent in accordance with the contract between Buyer and Seller will be delivered to all parties and to Escrow Agent to constitute effective notice under the contract.
- 30. INSPECTIONS, CONTINGENCIES, CONDITIONS, AND REPAIRS.** All inspections, contingencies, conditions, or repairs, if any, have been met, satisfied, waived, and paid for directly outside of escrow. Buyer and Seller agree to indemnify and hold Escrow Agent harmless from any liability whatsoever regarding inspections or repairs, or any payment or performance to be handled outside of escrow.
- 31. COMPLIANCE WITH LAW.** Seller represents and warrants to Escrow Agent that Seller has complied with all applicable federal, state, and local laws and regulations relating to the subdivision, lot split, or sale of real property and will pay all costs, damages, attorneys' fees, expenses and liabilities that Escrow Agent may incur or sustain in connection with any breach by Seller of this representation and warranty.
- 32. NOTICE OF CLOSING PROTECTION.** Pursuant to ARS §6-841.02, Buyers and Sellers of a residential dwelling are hereby notified that the title insurer shall offer on request a Closing Protection Letter that provides protection for the loss of escrow monies due to fraud or dishonesty of the escrow agent. For purposes of this notice, "residential dwelling" means an owner occupied structure or an investment property that is designed for residential use by four or fewer families.
- If you are involved in a real estate transaction in which one or more policies of title insurance will be issued, you are also entitled to a Closing Protection Letter. If a Loan Policy of title insurance insuring the title to the property you are buying is being issued to your mortgage lender and that lender has requested, a Closing Protection Letter, you automatically received the benefit of the Closing Protection Letter issued to the lender. If you are the Seller, the Closing Protection Letter issued to the purchaser's lender does not provide the benefit of its terms to you. If the transaction in which you are involved is a cash transaction and no lender is involved, no Closing Protection Letter is being issued unless you specifically request it.
- A Closing Protection Letter offers reimbursement for loss in connection with misappropriation of closing funds and noncompliance with written closing instructions. A Closing Protection Letter may be issued to protect you. The charge for this coverage is Twenty-Five And No/100 Dollars (\$25.00) per letter issued in connection with a real estate closing in which one or more of the Company's title insurance policies are being issued.
- You may obtain a Closing Protection Letter if you request it at this time.
- If you are uncertain as to whether you should obtain a Closing Protection Letter, you are urged to seek independent advice.
- 33. NOTICE OF PURCHASER DWELLING ACTION.** Pursuant to A.R.S. §12-1363(L), Escrow Agent hereby gives Buyer notice of the provisions of A.R.S. §12-1361, 12-1362 and 12-1363 regarding "Purchaser Dwelling Actions." Buyer is advised to consult with Buyer's own advisors regarding these statutes. Escrow agent makes no representations regarding the applicability or effect of these statutes. Copies of the Statutes are available at <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

GENERAL PROVISIONS

(continued)

34. NOTICE OF RIGHT TO EARN INTEREST. Pursuant to ARS §6-834(D), notice is hereby given of the right to earn interest on escrowed funds. An interest bearing account may be opened on your behalf, as follows:

1. You must ask your Escrow Agent to set-up and interest bearing account on your behalf.
2. You agree to pay the escrow service charge in the amount of Fifty And No/100 Dollars (\$50.00) for establishing such an account.
3. To establish an interest bearing account, ask for an "Interest Bearing Account Authorization". You may also be asked to complete an IRS Form W9 and/or provide your U.S. Taxpayer Identification Number as may be required by the depository to establish such an account. Any forms requested must be completed and returned to your Escrow Agent before such an account can be opened with the depository.
4. You may contact your Escrow Agent at Chicago Title Agency, Inc., an AZ corporation, 963 E. B Street, Office 5, San Luis, AZ 85349, (928)304-0594, fax .

As an example, the estimated amount of interest you may earn on a deposit of One Thousand And No/100 Dollars (\$1,000.00) for a thirty (30) day period at an estimated savings account interest rate of Two Percent (2%) per annum is One And 67/100 Dollar (\$1.67). Interest earned is dependant upon the amount of the deposit, the time of deposit and prevailing interest rate at the time.

35. NOTICE OF UNINSURED MONIES. Pursuant to A.R.S. §6-841.03. Notice is hereby given that the monies deposited into an escrow account are not insured against loss from fraud or theft by the State of Arizona or the United States government. However, escrowed funds are deposited with depositories that are insured by the Federal Deposit Insurance Corporation (FDIC).

END OF INSTRUCTIONS

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BUYER(S):

The City of San Luis

BY: _____
Glenn Gimbut

Date

SELLER(S):

Border Ranches. LLC

BY: _____

Date

EXHIBIT "A"
Legal Description

A portion of the Northeast quarter of the Northwest quarter of Section 15, Township 11 South, Range 24 West, Gila and Salt River Base and Meridian, Yuma County, Arizona more particularly described as follows:

BEGINNING at the intersection of Avenue E½ and Co. 24th Street, being also this point the North quarter corner of said Section 15, said point also being the **TRUE POINT OF BEGINNING**;

Thence S00°03'04"E a distance of 687.50', to a point;

Thence S89°59'23"W a distance of 164.73' to the beginning of a curve to the right having a radial bearing of N00°08'46"W;

Thence along said curve to the right of radius 200.00', through a central angle of 17°08'49" and arc distance of 59.85 feet to the end of the curve having a radial bearing of S17°00'04"W to the beginning of a curve to the left having a radial bearing of S17°00'04"W;

Thence along said curve to the left of radius 200.00', through a central angle of 17°08'49" and arc distance of 59.85 feet to the end of the curve having a radial bearing of N00°08'46"W to a point;

Thence S89°59'23"W a distance of 1009.42' to a point;

Thence N00°01'13" E a distance of 670.00' a point;

Thence N89°59'23" E a distance of 1291.28' to the **TRUE POINT OF BEGINNING**;

Except the North 50.00', the East 40.00' and the Northeast 80' X 80' sight visibility triangle right-of-way thereof.