**DEPARTMENT OF DEVELOPMENTAL SERVICES ESCROW INSTRUCTIONS**

[DATE]

To: [Escrow Officer Name]

[Escrow Company]

[Escrow Company Address]

[Email; Phone – Escrow Company]

Subject: Escrow Number: \_\_\_\_\_\_\_\_\_\_

Project Number: \_\_\_\_\_\_\_\_\_\_

Property: Property Address

APN: \_\_\_\_\_\_\_\_\_\_

Dear Mr./Ms. [Escrow Officer Last Name]:

THESE ESCROW INSTRUCTIONS dated as of [Month, Day, Year], are made by the Department of Developmental Services, a public agency of the State of California (“***Department***”) to be read in conjunction with [Name of Regional Center], a California nonprofit public benefit corporation dba (“***Regional Center***”) escrow instructions (“***Regional Center Escrow Instructions***”), to you, [Name of Escrow Company], located at [Address of Escrow Company], the consent of which appears at the end hereof.

References in these escrow instructions to recorded documents refer to documents recorded in the Official Records of [Name of County in which property is located] County, California (the "***Official Records***").

Through this escrow (“***Escrow***”) [Name of HDO], a California nonprofit [public benefit] corporation (“***Buyer***”) is in escrow to purchase the real property commonly known as [Full Address of Property] (the “***Property***”). The Regional Center shall provide the sum of [DDS Approved Acquisition Loan Amount spelled out] and no/Dollars, ($\_\_\_\_\_\_\_\_) (“***Disbursement***”) to Escrow for Buyer as part of the Property’s purchase price, subject to the conditions described below. Buyer intends to obtain additional purchase money financing in the amount of [Senior Lender Loan Amount Spelled Out] and no/Dollars ($\_\_\_\_\_\_\_\_\_\_), from [Name of Senior Lender] (the “***Senior Lender***”) secured by a deed of trust (the “***Senior Lender Deed of Trust***”). Buyer is scheduled to close Escrow and purchase the Property on or before [Month, Day, Year] (the “***Escrow Closing Date***”).

1. **DELIVERIES TO ESCROW OFFICER**

Enclosed with these Escrow Instructions from the Department are originals of the following documents, any of which may be executed in counterparts. **Please attach the Buyer and Regional Center signature pages and notary acknowledgements, as applicable and executed in counterpart, to this original document provided to you by the Department:**

1. CPP/CRDP Restrictive Covenant between Buyer, Regional Center and the Department, signed by the Department with notary acknowledgement.
2. [CPP/CRDP Profit Participation Agreement between Buyer and the Department, signed by the Department with notary acknowledgement (delete if using promissory note). [DDS Promissory Note executed by Buyer in favor of the Department (delete if using PPA)] Please attach the Buyer signature page and notary acknowledgement, executed in counterpart, to this original document provided to you by the Department;
3. DDS Requests for Notice of Default and/or Sale, signed with notary acknowledgment from the Department.
   1. If multiple DDS RFND list here
4. We are also enclosing the Department’s comments on the \_\_\_\_\_\_\_\_\_ Title Company Preliminary Title Report (Order No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_). Based on such comments, please cause the title company to prepare a pro forma policy and send it to the Department for approval. Please ensure the endorsements noted in the “Title Insurance” Section below are added to the pro forma.
5. **ESCROW INSTRUCTIONS**

These documents are to be recorded in the Official Records **in the following order**, without intervening documents:

1. Grant Deed
2. Senior Lender Deed of Trust
3. CPP/CRDP Restrictive Covenant
4. CPP/CRDP Deed of Trust
5. [CPP/CRDP Profit Participation Agreement – Delete if using promissory note]
6. DDS Requests for Notice of Default
7. Regional Center Requests for Notice of Default

***You are further instructed*** *to insert the recording date and other recording information of the Senior Lender Deed of Trust on the Requests for Notice before recording them, and you are permitted to record the Requests for Notice up to three days after the closing. Please do not use “concurrently herewith.”*

1. **APPLICATION OF THE DISBURSEMENT**

Regional Center shall deliver the Disbursement to you via wire transfer no later than the last business day before the Escrow Closing Date.

You shall apply the Disbursement to Buyer’s account and for its benefit WHEN AND ONLY WHEN:

1. You have in your possession the fully executed Agreement to Provide Notice and Cure Rights from the Senior Lender;
2. [You have in your possession the fully executed Promissory Note from the Buyer; (Delete if using a PPA)]
3. You have confirmed with the Department that it has received insurance certificates, and all other items required by the Department;
4. You are able to concurrently record, in the order listed in Section II, the CPP/CRDP Restrictive Covenant, the CPP/CRDP Deed of Trust, the [CPP/CRDP Profit Participation Agreement] (delete if using CPP/CRDP Promissory Note), the DDS Request for Notice of Default and/or Sale and the Regional Center Notice of Default and/or Sale, immediately after you record the Grant Deed and the Senior Deed of Trust as instructed above and you also agree to record the DDS Request for Notice of Default and/or Sale, and the Regional Center’s Request for Notice of Default and/or Sale with all the information filled in at closing or within three days thereafter; and
5. You are able to issue the Departments Lender’s Title Policy with the endorsements noted in the Paragraph below.

**You are not authorized to apply the Disbursement until after you have recorded all the documents required in the section above in the Official Records. Authorization to deviate from this paragraph requires an express written communication from the Department.**

1. **TITLE INSURANCE**

You are instructed to obtain an ALTA Lender’s Policy of title insurance for the benefit of the Department of Developmental Services, in the sum of $\_\_\_\_\_\_\_\_\_\_\_\_ (which is the same amount as shown on the CPP/CRDP Profit Participation Agreement or CPP/CRDP Promissory Notice in favor of DDS, showing fee title vested in the Buyer, naming the “Department of Developmental Services, a public agency of the State of California” as insured, with the following endorsements: 9-06 (CLTA 100.2-06), 8.1 (CLTA 110.9) and 22.1-06 (CLTA 116.02-06) (the “***DDS Lender’s Title Policy***”). The Department’s Lender’s Title Policy must conform to a Proforma Title Policy that has been approved by the Department.

**V. AUTHORIZATION OF CLOSING AND DELAY OF CLOSING**

You shall close this Escrow when all conditions of these Escrow Instructions and conditions of the other parties have been met, and you have signed and returned these Escrow Instructions from the Department.

If you cannot close this Escrow on or before the Escrow Closing Date, you shall nevertheless close this Escrow when all conditions have been met, unless after the Escrow Closing Date and prior to the close of this Escrow, you receive Regional Center’s written demand for the return of the Disbursement. If such demand is made upon you, you shall return the Disbursement to the Regional Center along with all the signed and unrecorded CPP/CRDP documents in your possession.

1. **ESCROW AND TITLE FEES**

Buyer shall be responsible for paying escrow-related fees to (i) record the documents delivered by the Regional Center, (ii) deliver the documents described below and (iii) issue the Department’s Lender’s Title Policy.

The CPP/CRDP Restrictive Covenant, CPP/CRDP Deed of Trust, CPP/CRDP Profit Participation Agreement and DDS Request for Notice are not subject to recording fees pursuant to Government Code Sections 27383 and 27388.1(a)(2)(D). **There should be no charge to record these documents.**

1. **POST CLOSING DELIVERY OF DOCUMENTS**

Immediately following recordation of the documents identified in these Escrow Instructions, you shall deliver the following documents to the Department at the addresses shown below:

1. Copy of the recorded Grant Deed;
2. Copy of the recorded Senior Lender’s Deed of Trust;
3. Copy of the recorded CPP/CRDP Restrictive Covenant;
4. Copy of the recorded CPP/CRDP Deed of Trust;
5. Copy of the recorded CPP/CRDP Profit Participation Agreement] [provide original executed promissory note] (if not using Profit Participation Agreement);
6. Copy of the recorded DDS and Regional Center’s Request for Notice of Default and/or Sale (as applicable);
7. Final Closing Statement;
8. Any and all recorded or unrecorded documents related to this transaction; and
9. DDS Lender’s Title Policy as required above.

**Deliver to:**

Department of Developmental Services

Office of Community Development

1215 O Street, MS 7-20

Sacramento, CA 95814

Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sincerely,

**DEPARTMENT OF DEVELOPMENTAL SERVICES**, a

public agency of the State of California

By:

Name:

Title:

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*Consent of Escrow officer on the next page.*

**CONSENT OF ESCROW OFFICER**

Escrow Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned Escrow Officer hereby accepts and agrees to be bound by the foregoing Escrow Instructions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title Company

Dated:

By:

Name:

Title: