



**ESCROW INSTRUCTIONS  
for Holding Earnest Money**

To: **First American Title Insurance Company**  
**Escrow Officer: Tami DeJournett-Albert**

Date: **April 10, 2023**  
File No.: **4106-4053855 (TD)**

Re: **Lot 2 Heartland Subdivision, Valley County, Idaho**

THE UNDERSIGNED, in consideration of the premises and the consent of First American Title Insurance Company (hereinafter referred to as First American), to act as holder of the escrow deposited herewith, (and as a neutral escrow depository pursuant to I.C. 54-2049) agree and represent as follows:

We have agreed to sell and to purchase the property described on the attached agreement for the consideration and under the terms as set forth thereon and have concurrently handed you the sum(s) of \$\_\_\_\_\_, as the initial deposit described on the attached Agreement and as your compensation for holding said deposit under the terms and conditions of these instructions.

You are hereby instructed to deposit said funds in one or more of your general escrow accounts with any bank doing business in the State of Idaho and they may be transferred to any other of your general escrow account or accounts.

You are hereby authorized and instructed to hold said deposit until close of escrow, or the happening of the following events, whichever first occurs:

1. Non-conflicting written instructions, from all parties, on the disposition of deposited funds.

It is expressly understood among the parties hereto that First American shall not be responsible or liable in any manner whatsoever for the sufficiency of any deposit in this escrow, nor as to the identity, authority or rights of any person executing the same; also that First American assumes no responsibility, nor is it to be held liable as to the condition of the title to any of the property affect hereby, nor as to any assignments, liens or encumbrances against said deposit or property; and that its duties hereunder shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of the First American's discretion in any particular manner, or for any other reasons, except gross negligence or willful misconduct with reference to the escrow.

In the event of any disagreement among the parties hereto resulting in adverse claims and demands being made by any of them, in connection herewith, upon First American, First American shall be entitled at its option to refuse to comply with said demands so long as such disagreement shall continue; and in so refusing First American may refuse to deliver any monies involved in or affected by this escrow and in so refusing, First American shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, First American shall be entitled to continue to so refrain to act until:

- a. the parties have reached an agreement resolving their differences and shall have notified First American in writing of such agreement, or
- b. the rights of the parties have been duly adjudicated by a court of competent jurisdiction.

In the event of any disagreement among the parties or demands or claims being made upon First American by the parties hereto or by any other party, First American shall have the right to employ counsel to advise it and/or

to represent it in any suit or action, including an action in interpleader brought affecting this escrow and the parties shall be jointly and severally liable to first American for any and all attorneys' fees, costs and disbursements incurred by First American in connection therewith, and upon demand shall forthwith pay the same. First American shall have a lien upon all monies held in connection herewith for any fees, costs, expenses or disbursements incurred.

If any party to this escrow elects to cancel these instructions because of the failure of any party to comply with any of the terms hereof within the time limits provided, said party so electing to cancel shall deliver to First American a written notice to the other party and First American demanding that said other party comply with the terms hereof within ten days from the receipt of said notice by First American that these instructions shall hereupon become cancelled. When the written notice is delivered to First American by the party so electing to cancel, First American shall within five days thereafter send a copy of said notice to the other party in the manner provide by law and the usual practices of First American.

In the event said other party shall fail within said ten day period to comply with all of the terms hereof, these instructions shall become cancelled and First American is authorized: (a) first, to pay to the party electing to cancel any earnest money deposited hereunder by said other party, after deducting any charges; (b) second, to pay to said other party, any other money deposited hereunder by said other party, after deducting any charges remaining unpaid; (c) third, to pay to the party electing to cancel, any money deposited by said party, after deducting any charges remaining unpaid; and (d) fourth, to return all documents deposited hereunder to the party who delivered same, except documents executed by more than one party, which shall be marked "cancelled" and retained in the file of first American.

The parties acknowledge that they have been specifically informed that First American is not licensed to practice law and no legal advice has been offered by First American or any of its employees and have been further informed that First American is acting only as Escrow Holder and that it is forbidden by law from offering any advice to any party respecting the merits of this escrow transaction or the nature of the instruments utilized, and that it has not done so. The parties acknowledge that they have not been referred by First American to any named attorney or attorneys or discouraged from seeking advice of any attorney, but have been requested to seek legal counsel of their own choosing at their own expense, if they have doubt concerning any aspect of this transaction.

The parties understand and acknowledge that First American Title Insurance Company is primarily in the business of insuring land titles. First American has not yet undertaken to provide title evidence in connection with the property that is the subject of these instructions (but recommends that it be ordered as soon as possible), therefore the parties agree that First American assumes no responsibility, nor is it to be held liable as to the condition of the title thereto.

Any amendments of and/or supplements to any instructions contained herein must be in writing and accepted by First American. If there is any conflict or inconsistency between the provisions of these instructions and the provisions of the attached Agreement these instructions shall prevail to the extent of any inconsistency. The parties intend that these instructions supersede and replace any provisions in the attached Agreement regarding which prevail in the event of conflict or inconsistency.

Notices or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned, or any of them, at their or his post office address, shall be deemed to have been given to them or him on the date of mailing.

McCall Donnelly School District

Buyer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

First American Title Insurance Company

By: \_\_\_\_\_