

## PURCHASE/SALE CONTRACT

This Purchase/Sale Contract (“**Contract**”) is made and entered into as of this 22nd day of June, 2021 by and between **Botfee LLC**, a California limited liability company (“**Seller**”) and **County of Fresno, California**, a political subdivision of the State of California (“**Purchaser**”).

### RECITALS:

**WHEREAS**, Seller desires to sell to Purchaser the following: (i) the real property commonly known as 333 W. Pontiac Way, Clovis, California 93612, consisting of approximately 4.788 acres of land, together with all rights and appurtenances pertaining thereto (“**Land**”), and any improvements thereon, including, without limitation, an approximately 39,293 square foot office building (the “**Building**”) located on the Land, and all fixtures and equipment attached thereto (collectively, the “**Building and Improvements**”), which are legally described on **Exhibit A** (and depicted as “Adjusted Parcel A” on **Exhibit C**) attached hereto, and made a part hereof (the Land, and the Building and Improvements shall sometimes be collectively referred to herein as the “**Real Property**”); and (ii) all of the personal property, if any, owned by Seller and located in or on the Real Property and used in connection with the operation and ownership of the Real Property. The Real Property and Personal Property shall sometimes be collectively referred to herein as the “**Property**”; and

**WHEREAS**, Seller desires to sell and Purchaser desires to purchase the Property on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the recitals, which are specifically by reference incorporated herein, and in further consideration of the mutual promises of the parties, the parties hereby agree as follows:

**1. Conveyance.** Purchaser agrees to purchase from Seller and Seller agrees to sell to Purchaser the Property, and to convey or cause to be conveyed to Purchaser the Real Property by recordable grant deed (the “**Deed**”) in the form attached as **Exhibit D** and incorporated by this reference, subject to: (a) any conditions of title described in Section 5, herein; (b) all matters (including, without limitation, any easements) that would be revealed by an accurate survey of the Real Property; (d) laws affecting the Property; and (e) any title matters and/or survey measurements to which Purchaser does not object as provided for in Section 5, and (f) any Permitted Exceptions (defined in Section 5 hereof). The Personal Property shall be transferred by Seller to Purchaser in its “as is” condition, without any warranties, except as otherwise provided in Section 11.

### **2. Purchase Price and Earnest Money.**

**A. Purchase Price.** The purchase price for the Property shall be Four Million Five Hundred Seventy-Five Thousand, and No/100 Dollars (\$4,575,000) (the “**Purchase Price**”). The purchase price for the Personal Property shall be included in the Purchase Price.

**B. Earnest Money.** Purchaser, within fifteen (15) business days from the Effective Date, shall pay the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as earnest money to be applied to the Purchase Price at Closing (hereinafter defined) (the “**Earnest Money**”). The Earnest Money shall be deposited with Sue Meyer (or other Chicago Title Company officer

mutually agreed to by Seller and Purchaser) at Chicago Title Company, 7330 N. Palm Ave., suite 101, Fresno, CA 93711 (“**Escrow Agent**”) in a standard joint order earnest money escrow, on terms mutually agreeable to Seller and Purchaser (“**Earnest Money Escrow**”), and shall be disbursed as set forth in this Contract. The Earnest Money shall be applied to the Purchase Price at Closing, refunded to Purchaser, or become nonrefundable and payable to Seller in accordance with the terms of this Contract. The cost of the aforesaid Earnest Money Escrow shall be shared equally by Seller and Purchaser. Purchaser may, at its option, direct the Escrow Agent to invest the Earnest Money in an interest-bearing account designated by Purchaser, provided that Purchaser shall pay any reasonable investment costs in connection therewith.

**C. Balance of Purchase Price.** Purchaser shall pay the balance of the Purchase Price, plus or minus prorations provided for in this Contract, at Closing, by wire transfer of funds pursuant to the instructions of Seller. At Closing, Escrow Agent shall apply the amount necessary from the Purchase Price deposited by Purchaser to the credit of the Seller in order for Seller to fully pay off all amounts owed under the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust (identified as exception document number 21 under the November 16, 2020 Title Report), and record such full reconveyance in the office of the Fresno County Recorder, and provide a conformed copy to Purchaser, provided however, if such amount is insufficient for Seller to fully pay off all such amounts owed under the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust, Seller shall pay any difference in funds necessary to fully pay off the remaining balance due under the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust. Notwithstanding anything to the contrary in this Contract, Purchaser shall not have any obligation whatsoever to pay any portion of the amounts owed under the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust.

### **3. Purchaser’s Due Diligence.**

**A. Due Diligence Period.** At all times prior to Closing, including times following the “**Due Diligence Period**” (which Due Diligence Period is defined to be the period that is thirty (30) days from and after the Effective Date, as the latter term is defined in Section 17(H) hereinbelow), Purchaser, its agents and representatives shall, upon reasonable notice to Seller, and at Purchaser’s sole cost and expense, be entitled to conduct all inspections, audits, assessments, tests and studies (including, without limitation, title examinations, structural, roof, and mechanical inspections, and non-invasive environmental assessments) (collectively, “**Inspections**”) of the Property as Purchaser shall deem necessary or appropriate (“**Purchaser’s Due Diligence**”). If, at any time during the Due Diligence Period, Purchaser determines, in its sole discretion, that the results of the Inspections do not meet Purchaser’s criteria for the purchase or operation of the Property in the manner contemplated by Purchaser, or if Purchaser otherwise determines within the Due Diligence Period, in its sole discretion, that the Property is unsatisfactory, Purchaser may terminate this Contract by written notice to Seller (“**Termination Notice**”), given not later than the last day of the Due Diligence Period (the “**Due Diligence Period Deadline**”), and, in such case, the Earnest Money shall be returned to Purchaser, and thereafter the parties hereto shall have no further rights or obligations hereunder, except for those rights and obligations which, by their terms, survive the termination hereof. If Purchaser does not deliver the Termination Notice prior to the Due Diligence Period Deadline, the Earnest Money shall become non-refundable and payable to Seller. Purchaser’s written request shall include a reasonably detailed explanation of what findings or conclusions reflected in Purchaser’s environmental reports or Purchaser’s investigations

reasonably led Purchaser to believe that further investigation is warranted and what scope of work Purchaser or its environmental consultant proposes to perform to address those concerns, and to that end, any written recommendation by an environmental consultant to conduct such further investigations shall be presumed to be a reasonably detailed explanation that warrants such further investigation. Further, notwithstanding anything contained herein to the contrary, Purchaser and its agents shall not perform any "Phase II" environmental assessment (or similar environmental assessment), drilling, boring or other penetrations to the Real Property without first submitting a written authorization request to Seller detailing such plans and the locations of such planned activities (the approval of which shall be in the reasonable discretion of Seller, the exercise of which discretion shall not be unreasonably withheld, conditioned or delayed). Seller or its agents shall have the right to be present to observe any Inspections performed on the Real Property. Purchaser shall provide Seller with copies of the Purchaser Inspection Reports/Results (as defined herein) within three (3) days of receipt by Purchaser. Additionally, Purchaser may obtain a Phase 1 environmental site assessment of the Real Property ("**Phase 1**") at Purchaser's sole cost and expense. If Purchaser obtains a Phase 1, Purchaser shall deliver a copy of the Phase 1 to Seller promptly upon completion. Upon termination of this Contract for any reason, as a condition to the return of the Deposit to Purchaser (if Purchaser is so entitled), Purchaser shall promptly return to Seller all documentation delivered by Seller to Purchaser and shall provide copies to Seller of all plans, reports, and studies obtained or developed by Purchaser with respect to the Property at no cost to Seller. The two immediately preceding sentences shall survive termination of this Contract. Notwithstanding anything to the contrary in this Section 3(A), Purchaser does not make any representation or warranty, expressed or implied, as to the truth, accuracy or completeness of the contents of such copies of the Purchaser Inspection Reports/Results and/or Phase 1 so provided to Seller.

**B. Delivery of Documents and Information.** To the extent such items are in Seller's possession or control, Seller shall deliver to Purchaser the following documentation, if any, on or before the date which is seven (7) business days from the Effective Date: (i) any existing environmental, engineering and/or soil assessments, audits and reports, including their respective cover letters, related to the Real Property; (ii) any existing surveys of the Real Property; (iii) any existing title commitments or title policies for the Real Property; (iv) utility bills applicable to the last two (2) years; (v) all Building and Improvements plans/specifications, including any as-built drawings thereof; and (vi) real estate tax and assessment bills applicable to the last two (2) years, and (vi) a copy of any order, directive, demand, or notice relating to the Real Property, within the last five (5) years, of any governmental authorities or public agencies having regulatory or oversight jurisdiction over the Real Property, and Seller's corrective action or other response to such governmental authorities or public agencies with respect to such order, directive, demand, or notice (collectively, the "**Property Information**"). By delivering the Property Information to Purchaser, Seller has not made, and does not make, any representation or warranty, expressed or implied, as to the truth, accuracy or completeness of the contents of the Property Information so delivered but such lack of representation or warranty does not relieve Seller of the obligations to deliver all Property Information to Purchaser pursuant to this Section 3(B). Purchaser shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Inspections and Property Information. If, prior to the Closing, Seller discovers the existence of any Property Information that has not been delivered to Purchaser, which Seller could not have reasonably discovered prior to the Due Diligence Period Deadline, Seller shall not be in default if Seller promptly delivers the same to Purchaser.

**C. Purchaser's Indemnity and Insurance.** Purchaser shall restore the Property to its pre-existing condition after any entry on the Property as provided for herein, and Purchaser shall indemnify, defend, and hold harmless Seller and Seller Parties (as defined herein) from and against any and all liability, loss, claims, costs and fees (including, without limitation, attorneys' fees), demands or damages arising out of Purchaser's or its employees', agents', contractors', or designated representatives' entry upon the Real Property and any damage caused to the Property as a result of any Inspections and such indemnification shall survive the termination of this Contract or Closing, as the case may be.

Purchaser shall obtain and keep in force at all times during Purchaser's Due Diligence or otherwise that Purchaser or its agents enter the Real Property pursuant to the terms of this Contract for Inspections or otherwise, at least the following types and amounts of insurance with insurance companies rated "A" or better and financial size not less than X by A. M. Best Company:

- (i) Workers' Compensation with Statutory limits;
- (ii) Employers' Liability Insurance with a limit of \$500,000 each accident and disease;  
and
- (iii) Commercial General Liability Insurance with a combined single limit of not less than Five Million and/no Dollars (\$5,000,000) for injury to or death of any one person or for any number of persons in one occurrence, and including property damage liability, insuring Purchaser and Seller including but not limited to coverage for contractual liability and broad form property damage liability.

All such insurance will insure Purchaser's indemnity obligations set forth in this Contract. Such insurance will be primary to and non-contributing with any insurance which may be carried by Seller. All insurance required in this Section, and all renewals of it shall be insured by reputable insurance companies authorized to transact business in the State of California. All such policies shall name Seller as an additional insured and shall provide at least thirty (30) days' prior written notice to Seller of any cancellation, or material change or alteration of such policies.

Purchaser shall, at least two (2) business days prior to the first entry upon the Real Property pursuant to this Contract, provide Seller with certificates of insurance in compliance with the provisions hereof for any person or entity entering upon the Real Property. The certificate of insurance must be signed by an authorized representative of Purchaser's insurance company and show that the insurance coverages and limits of liability itemized above are being provided by Purchaser's insurance company, showing the effective and expiration dates, policy numbers and insurer, naming Seller as an additional insured on all policies except Workers' Compensation, acknowledging the Contractual Liability Insurance for this Contract and waiving the right of subrogation against Seller under General Liability and Workers' Compensation Insurance. Purchaser shall keep the Real Property free and clear of all mechanics' and materialman's liens or other liens arising out of Purchaser's Inspections or other related activities during the Due Diligence Period.

#### 4. Closing.

**A.** Subject to Section 4.B, hereof, the closing of the transaction set forth in this Contract (the “**Closing**”) shall occur the earlier of (i) thirty (30) days from the Due Diligence Period Deadline, or (ii) June 30, 2021 (whichever occurs last, “Closing Date Deadline,” and the date the Closing actually occurs, the “Closing Date”), or as otherwise mutually agreed by the parties. The Closing shall occur on or before the Closing Date Deadline and shall be consummated through the Title Company (as defined in Section 5(A), hereof) and based upon such other terms and conditions mutually agreed to by the parties (“**Closing Escrow**”). The cost of the Closing Escrow (including costs for the ALTA Title Policy) shall be divided equally between Seller and Purchaser; provided however, Purchaser shall be solely responsible for all costs to record the Deed, all costs to obtain any title policy endorsements and binders, and the increased premium for an ALTA Extended Coverage Policy. Purchaser shall deposit with the Title Company such additional amount necessary to cover Purchaser’s share of the Closing Costs. Except as otherwise expressly provided in this Contract, if the Closing does not occur by the Closing Date Deadline without fault of either Party, then either Party may terminate this Contract at any time by providing written notice to the other Party, or mutually agree in writing to extend the Closing Date Deadline.

**B.** Notwithstanding anything to the contrary in this Contract, if there is a closure or suspension of operation of the Title Company, the office of the Title Agent, any financial institution, or any governmental agency necessary for the consummation of the transactions in this Contract, due to the COVID-19 pandemic, the Closing Date shall be extended until such time as is reasonable necessary, after the date the Title Company, the office of the Title Agent, any such financial institution, or any such governmental agency resumes operations in a manner that allows the consummation of the transactions in this Contract.

**C.** Procedure for Closing. Escrow Agent shall close the Escrow by doing all of the following on the Closing Date:

- a. Apply the amount necessary from the Purchase Price deposited by Purchaser to the credit of the Seller in order for Seller to fully pay off all amounts owed under the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust (identified as exception document number 21 under the November 16, 2020 Title Report), provided however, if such amount is insufficient for Seller to fully pay off all such amounts owed under the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust, Seller shall pay any difference in funds necessary to fully pay off the remaining balance due under the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust. Escrow Agent shall record such full reconveyance in the office of the Fresno County Recorder, and provide a conformed copy thereof to Purchaser;
- b. Pay from funds deposited by Purchaser the balance of the Purchase Price less the funds necessary for Seller to fully pay off the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust, and Seller’s share of Closing Costs, to the Seller, provided however, if such amount is insufficient for Seller to fully pay off the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust and/or Seller’s share of Closing Costs, Seller shall pay any difference in funds necessary to fully pay off the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust and/or Seller’s share of Closing Costs;

- c. Pay from funds deposited by Purchaser, the Closing Costs to Escrow Holder;
- d. Date the Grant Deed as of the Closing Date;
- e. Record the Grant Deed in the Official records of Fresno County, and return the recorded Grant Deed to Purchaser, and provide a conformed copy thereof to Seller;
- f. Deliver a copy of Purchaser's and Seller's closing statements for the Escrow to the respective Parties; and
- g. Deliver to Purchaser the original and two (2) copies of the ALTA Title Policy (as defined in Section 5 hereof) in the form set forth in subsection 5(a) hereof, at the closing.

## 5. Title and Survey.

**A.** After the Effective Date, Seller shall use best efforts to cause the Title Company to furnish to Purchaser (with a copy to Seller) (i) a title commitment for a standard form ALTA 2006 owner's title insurance policy issued by the Chicago Title Company (the "Title Company") for Real Property in the amount of the Purchase Price (the "**Title Commitment**"), and (ii) copies of all underlying title documents referenced in Schedule B (including all exceptions) to the Title Commitment. Purchaser's obligation to close the transaction contemplated by this Contract is conditioned on the Title Company issuing an owner's ALTA policy of title insurance for the Real Property ("**ALTA Title Policy**") in the face amount of the Purchase Price, showing title to the Real Property vested solely in Purchaser subject only to the Condition of Title (defined in this Section 5) with extended coverage over all general and standard exceptions subject only to the Permitted Exceptions (defined in this Section 5). Seller shall be liable for the payment of the Title Company's premium of the ALTA Title Policy. Purchaser shall be liable for the payment of all costs in connection with any endorsements to the ALTA Title Policy.

Purchaser's obligation to close the transaction contemplated by this Contract shall be conditioned on receipt of an ALTA Survey of the Real Property prepared in accordance with the 2020 minimum detail requirements of the American Land Title Association (the "**Survey**"), which such Survey shall be certified to Seller, Purchaser, Purchaser's lender, if any, the Title Company, and such other parties reasonably designated by Purchaser on or before the Closing Date.

**B.** As a condition for Purchaser to close the transaction contemplated by this Contract, the condition of the title to the Real Property, at Closing, shall only be the condition of title as reflected in that certain Preliminary Report for the Real Property, dated as of November 16, 2020 at 7:30 A.M. ("Title Report"), including the Amended and Restated Declaration of Reciprocal Easements, Covenants and Restrictions (Commercial Campus off Peach Ave., Clovis) dated June \_\_\_\_, 2021 and recorded June \_\_\_\_, 2021 in the official records of Fresno County as Document No. 2021-\_\_\_\_\_ ("Declaration") and all of the documents identified therein as Exceptions 1 through 24, except for the documents identified therein as Exceptions 21 through 23 ("Excluded Exceptions"), which Seller shall remove from the Condition of Title at Closing, pursuant to Section 4(C) herein, together with any agreements, documents, or other matters on title that have been approved or consented to by Purchaser prior to the Closing ("Condition of Title"). The Excluded Exceptions are identified in the Title Report as follows:

1. A deed of trust to secure an indebtedness in the amount shown below,  
Amount: \$3,600,000.00  
Dated: July 12, 2016  
Trustor/Grantor BotFee LLC, a California Limited Liability Company  
Trustee: United Security Bank  
Beneficiary: United Security Bank  
Loan No.: 81409201  
Recording Date: June 18, 2016  
Recording No: 2016-0091973-00, of Official Records
  
2. An assignment of all moneys due, or to become due as rental or otherwise from said Land, to secure payment of an indebtedness, shown below and upon the terms and conditions therein Amount: \$3,600,000.00  
Assigned to: United Security Bank  
Assigned By: BotFee LLC, a California Limited Liability Company  
Recording Date: June 18, 2016  
Recording No: 2016-0091974-00, of Official Records
  
3. A financing statement as follows:  
Debtor: BotFee LLC  
Secured Party: United Security Bank  
Recording Date: June 18, 2016  
Recording No: 2016-0091975-00, of Official Records

The Declaration and all of the documents identified in the Title Report as Exceptions 1 through 24, except for the Excluded Exceptions, together with any agreements, documents, or other matters on title that have been approved or consented to in writing by Purchaser prior to the Closing, shall collectively be the "Permitted Exceptions." From and after the issuance or effective date of the Title Report, Seller shall not modify, alter, or amend, and shall use commercially reasonable efforts to prohibit any person or entity from modifying, altering, or amending, the Condition of Title with respect to the Real Property without the express written consent of Purchaser, which consent may be withheld or conditioned in Purchaser's sole and absolute discretion.

Without limiting Purchaser's rights under this Section 5(B), Purchaser does not accept the following exceptions to title of the Property: At Closing, Seller must cause the full pay-off, release and termination of, and remove from the title of the Real Property, the United Security Bank, Deed of Trust, dated July 12, 2016, and, on July 18, 2016, recorded in the office of the Fresno County Recorder as document 2016-0091973-00, in the principal amount of \$3,600,000.00 (the "\$3,600,000.00 (principal amount) United Security Bank Deed of Trust"), the Assignment of Rents in the amount of \$3,600,000.00 dated June 18, 2016 recorded in the office of the Fresno County Recorder as document 2016-0091974-00 on June 18, 2016 (the "Assignment of Rents"), and the financing statement recorded on June 18, 2016 as document 2016-0091975-00 (the "Financing Statement"). To that end, the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust shall be fully paid off, released, and terminated by way of full reconveyance thereof to the borrower thereunder, and recordation thereof in the office of the Fresno County Recorder, all of which shall be the responsibility of the Seller, and performed to the satisfaction of the Purchaser. The \$3,600,000.00 (principal amount) United Security Bank Deed of Trust shall be paid out from the amount necessary from the Purchase Price deposited by Purchaser, which amount shall be credited

by the Escrow Agent to Seller, prior to the Closing, pursuant to Section 2(C), herein. The \$3,600,000.00 (principal amount) United Security Bank Deed of Trust, the Assignment of Rents, and the Financing Statement are considered title defects of the Real Property. If Seller fails to timely cure the title defect of the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust, as required herein, Purchaser shall have all remedies listed in Section 9(B), herein, including, but not limited to, the right to terminate the transaction without liability on the part of Purchaser, in which event the Purchaser shall be fully refunded the Earnest Money, except that both parties shall be responsible for escrow costs as otherwise provided in this Contract in Section 4, herein.

**C.** If as of the Closing, it is determined that the ALTA Title Policy to be issued as provided for in this Contract cannot be issued due to any survey measurements of the Real Property and/or exceptions other than the Permitted Exceptions, including, but not limited to, title defects related to eminent domain, (collectively, the “**New/Uncured Title Defects**”), then Seller, at its sole cost, shall promptly cure and/or remove such New/Uncured Title Defects to the reasonable satisfaction of Purchaser, and if the time that it reasonably takes for Seller to cure and/or remove such New/Uncured Title Defects is beyond the Closing Date, the parties shall meet and confer and mutually determine a reasonable extended Closing Date. If the ALTA Title Policy may not be issued due to New/Uncured Title Defects, and the New/Uncured Title Defects cannot be reasonably cured, Section 5(D), herein, may apply, at the option of Purchaser.

**D.** In the event of any termination of this Contract as provided for in this Section 5, Purchaser and Seller shall immediately direct the Escrow Agent to have the Earnest Money on deposit returned to Purchaser, and thereafter the parties hereto shall have no further rights or obligations hereunder, except for those rights and obligations which, by their terms, survive the termination hereof.

**6. No Broker.** Each of the parties hereto warrants and represents to and for the benefit of the other that it has not caused liability for payment of a broker's commission or finder's fee to be incurred with respect to any of the transactions which are the subject of this Contract, and both Purchaser and Seller agree to indemnify and hold harmless the other from and against any liability for that Party's incurrence of such commission or fee, if any.

**7. Prorations.** Seller shall pay any general real estate taxes affecting the Property which are due and payable on or prior to the Closing Date. General real estate taxes which are not then due and payable shall be paid by Seller as of the Closing Date based upon the most recent ascertainable tax bill issued in connection therewith and shall be final.

**8. Transfer Taxes.** Seller shall pay the amount of any transfer or transaction taxes imposed on the transfer of title, and shall furnish completed transfer declarations as required by law.

**9. Default.**

**A.** Time is of the essence of this Contract.

**B.** If Purchaser defaults under this Contract (including intentionally failing to close despite having the obligation to do so), the Earnest Money shall be forfeited to Seller, and Seller shall be entitled to, as its sole and exclusive remedies the Earnest Money, in which event, the parties hereto shall have no further rights or obligations hereunder. If Seller defaults under this Contract,



Purchaser shall be entitled, as its sole and exclusive remedies, to either (i) terminate this Contract and receive return of the Earnest Money, in which event, the parties hereto shall have no further rights or obligations hereunder, except for those rights and obligations which, by their terms, survive the termination hereof, or (ii) pursue an action for specific performance of this Contract (provided however, in the event that the Purchaser elects to pursue specific performance, as a condition to such action, Purchaser shall deposit with the Escrow Agent an amount sufficient to consummate the transaction contemplated herein). The liability of Seller for any violation or breach of any representation or warranty under this Contract shall terminate 12 months after the Closing.

**10. Notices.** The persons and their addresses having authority to give and receive notices under this Contract include the following:

to Seller: Clayton Medina  
Chief Financial Officer/Manager  
Botfee LLC  
2780 N. Miami Ave. Suite 101  
Fresno, CA 93727  
Phone: (559) 346-1400  
Email: Clayton@cooklandcompany.com

to Purchaser: Director of Internal Services/Chief Information Officer  
County of Fresno  
333 W. Pontiac Way  
Clovis, California 93612  
Fax: (559) 600-5927  
Phone: (559) 600-6200  
Email: rbash@co.fresno.ca.us

All notices between the Purchaser and Seller provided for or permitted under this Contract must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three (3) Purchaser business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one (1) Purchaser business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of Purchaser business hours, then such delivery shall be deemed to be effective at the next beginning of a Purchaser business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Contract, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

## 11. As-Is Condition.

**A.** Purchaser acknowledges that the Property is being sold in “AS IS-WHERE IS, WITH ALL FAULTS” condition, and Seller makes no representation or warranty of any kind, express or implied, with respect to the Property, including, without limitation, with respect to (A) to the design, construction, location, size, character, physical condition or state of repair of the Property or any portion thereof (including, without limitation, the condition of the roof); (B) to the topography, drainage or condition of the surface and subsurface soils of or on the Land; (C) to the presence or absence of hazardous waste or hazardous substances on or from the Real Property, except to the extent of any environmental conditions giving rise to an environmental claim or cause of action affecting the Real Property, that are determined to have been caused directly by the Seller, or are contrary to Section 11(C) hereof; (D) to the merchantability, habitability or fitness for any particular purpose of the Property; (E) to the past or future taxes or assessments of the Property, income therefrom or expenses thereof; (F) to the compliance thereof with any applicable governmental requirement, except as otherwise stated in Section 3(b) and Section 11(D) hereof, or any other representation or warranty of any kind or nature, except as otherwise stated in Sections 11(C) through 11(F) hereof. By execution hereof, Purchaser represents and warrants to Seller that Purchaser is an experienced, sophisticated Purchaser of commercial real estate, with knowledge and experience sufficient to enable it to evaluate the merits and risks of the sale, and that it is represented by knowledgeable and experienced legal counsel of its own choosing, and agrees that neither Seller, nor its agents or representatives, has made, and that Purchaser has not relied upon, any representation or warranty of any kind which is not herein expressly set forth or provided for, in connection with the sale of the Property or Purchaser’s actual purchase thereof pursuant hereto, Purchaser having elected to rely instead entirely upon its inspection of the Property and Purchaser’s Due Diligence pursuant to the terms of this Contract. Purchaser shall, upon Closing, release and discharge Seller (including its officers, directors, members, shareholders, managers, employees, successors and assigns (collectively, “**Seller Parties**”)) from/for any and all claims, suits, causes of action, penalties, costs, expenses, damages or any other losses, liabilities or claims (collectively, “**Claims and Expenses**”) of any kind or nature arising out of or related to the environmental condition of the Property, including, without limitation, Claims and Expenses arising out of or associated with the presence of any hazardous materials or substances on, under or about the Property. This release by Purchaser extends also to any claim, proceeding or action commenced against Purchaser by any third-party or governmental entity.

**B.** Notwithstanding anything to the contrary in this Contract, including, but not limited to, the foregoing provisions of this Section 11, the provisions of this Section 11 will not apply and will be of no force or effect for any of Purchaser’s claims or causes or action that Purchaser may have against (1) Seller, or its successors or assigns, arising out of or relating to the Seller’s fraud or willful misconduct, or active negligence in failing to deliver all of the Property Information to Purchaser pursuant to Section 3(B) hereof, or (2) any claims or causes of action that Purchaser may have against any third parties.

**C.** To Seller’s knowledge, and except as Seller has otherwise disclosed to Purchaser in the Property Information, Seller has not received written notice of, and does not otherwise have knowledge of (1) any material violation of Environmental Laws concerning the Real Property, or (2) the presence or release of Hazardous Materials on or from the Real Property that would give rise to any obligation to report, monitor or remediate or which would reasonably be likely to pose a material threat to the environment or person or property.

- i.** “Environmental Laws” shall mean any and all presently existing federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of any federal, state or local governmental agency, court, board, bureau or other authority having jurisdiction with respect to or relating to the environment, to any Hazardous Materials or to any activity involving Hazardous Materials and shall include, without limitation, the laws referenced in the definition of “Hazardous Materials,” and all amendments thereto in effect as of the Closing Date.
  - ii.** “Hazardous Materials” means any substance, material, or waste, which is or becomes regulated by any local governmental authority, the State, or the United States Government under any Environmental Laws (provided however, as stated herein, “Hazardous Materials” includes all asbestos, including all asbestos containing materials, whether or not regulated by any regulatory, oversight, or enforcement agency, officer, or authority), with respect to hazardous or toxic substances, waste, or materials, or industrial hygiene, including, without limitation, any material or substance, which is: (i) defined as a ‘hazardous waste,’ ‘extremely hazardous waste,’ or ‘restricted hazardous waste’ under Section 25115, 25117, or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code; (ii) defined as ‘hazardous waste’ or an ‘underground storage tank’ in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901 et seq.); (iii) defined as a ‘hazardous substance’ under Section 25316 of the California Health and Safety Code; (iv) defined as a ‘hazardous material,’ ‘hazardous substance,’ or ‘hazardous waste’ under Section 25501 of the California Health and Safety Code; (v) defined as a ‘hazardous substance’ under Section 25281 of the California Health and Safety Code; (vi) petroleum; (vii) all asbestos, including all asbestos containing materials, whether or not regulated by any regulatory, oversight, or enforcement agency, officer, or authority; (viii) polychlorinated biphenyls; (ix) listed under Article 9 or defined as ‘hazardous’ or ‘extremely hazardous’ under Article 11 of Title 22, California Administrative Code; (x) designated as ‘hazardous substances’ pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a ‘hazardous waste’ pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.; or (xi) defined as ‘hazardous substances’ pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601, et seq.).
- D.** To Seller’s knowledge, and except as Seller has otherwise disclosed to Purchaser in the Property Information, Seller has not received or given any written notice of any violation with respect to the Real Property of applicable federal, state or local law or regulation, except to the extent such violation has been cured.
- E.** To Seller’s knowledge, and except as Seller has otherwise disclosed to Purchaser in the Property Information, Seller has not received any written notice that the Property is in violation of any easement, covenant, condition, restriction or similar provision in any instrument or record or other unrecorded agreement affecting the Real Property.

- F. Except for this Contract and the Lease Agreement previously entered into between the Parties with respect to the Real Property (the "Lease Agreement"), Seller has not entered into any contracts, or granted any options, rights of first offer, rights of first refusal or similar rights (in each case, whether oral or written) for the sale, assignment or transfer of all or any portion of the Property.
- G. For purposes of this Contract, whenever the phrase "to Seller's knowledge" is used, it shall be deemed to refer to facts within the actual knowledge of any one or more of the following persons: Clayton Medina, Jerry Cook, Todd Cook, and no others, as of the date that the parties enter into this Contract through and including the Closing Date, without duty of inquiry. The Parties expressly acknowledge and agree that none of the foregoing three individuals shall have any personal liability under this Contract.

**12. Casualty and Condemnation.** In the event that between the Effective Date and Closing all or a material and substantial portion of the Property is damaged or destroyed by fire or other casualty or any condemnation or eminent domain proceedings are initiated which might result in a taking of any part of the Property, Purchaser may elect to:

**A.** Terminate this Contract, and receive return of the Earnest Money, in which event, the parties hereto shall have no further rights or obligations hereunder, except for those rights and obligations which, by their terms, survive the termination hereof; or

**B.** Consummate the transaction contemplated hereby, in which event, all insurance proceeds, if any, payable to Seller as a result of such damage or destruction shall be assigned and paid to Purchaser at Closing in an amount not to exceed the Purchase Price and, in the event of a condemnation or eminent domain proceeding, Seller shall assign to Purchaser at Closing all Seller's right, title and interest in and to any award arising out of such proceeding in an amount not to exceed the Purchase Price.

**C.** Purchaser shall notify Seller of its election within ten (10) days after receipt of notice from Seller of such damage or destruction or notice from Seller of the initiation of any condemnation or eminent domain proceeding. Closing shall be adjusted to allow for such election. If Purchaser fails to notify Seller of its election within said ten (10) day period, this Contract shall be in full force and effect and the parties shall close as provided herein as if the Purchaser elected the option in Section 12-B above.

**D.** In the event that between the Effective Date and Closing a **non-material and unsubstantial** portion of the Property is damaged or destroyed by fire or other casualty, Purchaser shall nonetheless be obligated to consummate the transaction contemplated hereunder, provided, however, Seller shall give a credit to Purchaser in the amount of such damage as reasonably adjusted by the applicable insurance company. If the damage amount is equal to or less than five percent (5%) of the Purchase Price, then such damage shall be considered "non-material and unsubstantial".

**13. Possession.** Seller shall deliver possession of the Property to Purchaser on the Closing Date in substantially the same condition as of the Effective Date except (i) for ordinary wear and tear; (ii) for conditions caused by Purchaser; and (iii) items of personal property not included as part of the transaction contemplated herein.

#### **14. Representations and Warranties.**

**A. Seller's Representations and Warranties.** Seller represents and warrants to Purchaser that, to the best of Seller's knowledge, as of the Effective Date of this Contract and as of the close of Escrow: (1) Seller has the right, power and capacity and is duly authorized and empowered to enter into, execute, deliver and perform this Contract, (2) the execution, delivery and performance by the Seller of this Contract shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of or breach of any provision contained in the Seller's Articles of Incorporation, By-Laws, Partnership Agreement, or Operating Agreement, as applicable, or contained in any agreement, instrument or document to which the Seller is now or hereafter until Closing a party or by which its or may become bound, (3) Seller is not involved in or aware of any pending or threatened litigation which could affect the Property, and that there are no proceedings pending or threatened against Seller before any court or administrative agency relating to the Property which may adversely affect the Property now or in the future, or which may adversely affect Seller's ability to fulfill all of its obligations under this Contract and related documents, and (4) no filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed with regard to Seller, or is expected to be filed with regard to Seller within any period of time that would adversely affect the transactions contemplated under this Contract. Seller shall immediately notify Purchaser of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, known to Seller which might affect the Property or any interest of Purchaser.

1. In accordance with Section 1445 of the Internal Revenue Code, Seller hereby represents, warrants, and certifies to Purchaser, under penalty of perjury, that Seller is not now, and at the Closing will not be, a "foreign person" (that is, a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and regulations promulgated thereunder), and that Purchaser need not withhold tax at the Closing as a result of Seller's transfer of the Property to Purchaser under this Contract. At least 30 days prior to the Closing Date, Seller shall deliver to the Purchaser, and with a copy thereof simultaneously delivered to Escrow Agent, the Seller's signed Nonforeign Affidavit, which complies with Section 1445 of the Internal Revenue Code.
2. As required by Section 5(B)(1), herein, prior to the Closing Date, Seller must cure the title defect of the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust. There is no event of default under the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust, and that the outstanding balance due on the \$3,600,000.00 (principal amount) United Security Bank Deed of Trust is \$\_\_\_\_\_ as of the Effective Date of this Contract.

#### **B. Purchaser's Representations and Warranties.**

Purchaser represents and warrants to Seller that (1) Purchaser has the right, power, and capacity, and is duly authorized and empowered to enter into, execute, deliver and perform this Contract, (2) the execution, delivery and performance by the Purchaser of this Contract shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law

or breach of any provision contained in any agreement, instrument or document to which the Purchaser is now or hereafter until Closing a party or by which its or may become bound, (3) that there are no proceedings pending or threatened against Purchaser before any court or administrative agency which may adversely affect Purchaser's ability to fulfill all of its obligations under this Contract and related documents, and (4) no filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed with regard to Purchaser or is expected to be filed with regard to Purchaser within any period of time that would adversely affect the transactions contemplated under this Contract.

**15. Seller's Closing Deliveries.** At Closing, Seller shall deliver or cause to be delivered to Purchaser the following, as required by this Contract:

**A.** the Deed in recordable form to be filed with the Fresno County Recorder for its recording in the official records of such office, and the Bill of Sale;

**B.** Such transfer tax forms as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Property;

**C.** an executed copy of the closing statement conforming to the proration and other relevant provisions of this Contract (the "**Closing Statement**");

**D.** such transfer tax forms as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Property;

**E.** Seller's signed Nonforeign Affidavit;

**F.** such other documents and instruments as may reasonably be required by the Title Company and that may be reasonably necessary or appropriate to consummate this transaction and to otherwise effect the agreements of the parties pursuant to this Contract; and

**G.** the Alta Title Policy, irrevocably committed to be issued by the Title Company at Closing upon the Seller's payment of the Title Company's premium, as described in Section 5(A), herein.

**16. Purchaser's Closing Deliveries.** At Closing, Purchaser shall deliver or cause to be delivered to Seller the following, as required by this Contract:

**A.** the Purchase Price, minus the Earnest Money amount, plus or minus prorations, in immediately available funds, plus any additional amounts to cover Purchaser's share of the Closing Costs;

**B.** an executed copy of the Closing Statement;

**C.** such transfer tax forms as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of the Property; and

**D.** such other documents and instruments as may reasonably be required by Seller or the Title Company that may reasonably be necessary or appropriate to consummate this transaction and to otherwise effect the agreements of the parties pursuant to this Contract.

## **17. Miscellaneous.**

**A. Entire Agreement; Waiver.** This Contract constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, discussions, representations and statements, and all prior written agreements, understandings, letters of intent, representations and statements are merged into this Contract. Neither this Contract nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. The waiver of any particular condition precedent shall not constitute the waiver of any other.

**B. Assignment.** Any assignment of this Contract by Purchaser shall require the consent of Seller, which consent shall not be unreasonably withheld. Notwithstanding anything contained in the Contract to the contrary, no assignment by Purchaser shall relieve Purchaser of its obligations under this Contract.

**C.** Any assignment of this Contract by Seller shall require the consent of Purchaser, which consent shall not be unreasonably withheld. Notwithstanding anything contained in the Contract to the contrary, no assignment by Seller shall relieve Seller of its obligations under this Contract.

**D. Successors.** This Contract and any and all covenants, agreements, representations, and warranties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, nominees, and assigns, as applicable. The preambles are incorporated herein by reference.

**E. Counterparts.** For convenience, this Contract may be executed with facsimile (or PDF or similar) signatures and/or in any number of counterparts, each of which shall be deemed an original, and all such counterparts when taken together shall constitute but one and the same document which shall be sufficiently evidenced by such executed counterparts.

**F. Notice of Intent to Sell.** In the event Purchaser ever desires to enter into an agreement or arrangement pursuant to which the Property would be sold to any person or entity pursuant to Government Code section 25526, Purchaser shall first deliver written notice to Seller of Purchaser's intent to sell the Property, at least sixty (60) days prior to putting the Property up for public sale.

**G. Good Faith Efforts.** Seller represents and warrants that it does not need third party approval of any individual, or any entity that may be affiliated with or control Seller.

**H. Cooperation.** Seller and Purchaser shall cooperate with each other in directing the Escrow Agent to release the Earnest Money in accordance with this Contract.

**I. Effective Date.** The effective date of this Contract shall be the date upon which the last of Seller and Purchaser executes and deliver this Contract to the other party (the “**Effective Date**”).

**J. Construction; No Intended Third-Party Beneficiaries.** This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Contract. The headings of various sections in this Contract are for convenience only and are not to be utilized in construing the content or meaning of the substantive provisions hereof. Nothing in this Contract, express or implied, confers or is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies, and to that end, there are no intended third-party beneficiaries of this Contract.

**K. Validity.** In the event any term or provision of this Contract shall be held illegal and unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

**L. International Flag Pavilion Lighting.** Purchaser acknowledges that the existing International Flag Pavilion (“**Flag Pavilion**”) along the median in Pontiac Way to the South of the Building is powered by a electrical utility line and any ancillary equipment (“**Flag Pavilion Utility Line**”) connected to and tied into to the Real Property and Building. From and after the Closing, Purchaser agrees to: (i) pay all utility charges for the operation of the lights and lighting within the Flag Pavilion (with such lighting hours to be as historically and/or reasonably maintained by Seller); and (ii) perform any and all necessary maintenance of and/or repairs to and make any required replacements to the Flag Pavilion Utility Line (collectively, the “**Purchaser’s Flag Pavilion Utility Obligations**”). The Purchaser’s Flag Pavilion Utility Obligations shall be incorporated into and made a part of the **Cross-Drainage Easement** (as defined hereinbelow).

**M. Sprinkler System/Irrigation Controls Wiring Easement.** Purchaser acknowledges that certain irrigation control wiring (“**Sprinkler System/Irrigation Control Wiring**”) is located below, in or around the Real Property in the location as generally depicted on **Exhibit B**. Such Sprinkler System/Irrigation Control Wiring is part of the sprinkler system and irrigation lines servicing certain real property owned by Seller (or an affiliate of Seller) adjacent to the Real Property and identified as “Adjusted Parcel B” on **Exhibit C** attached hereto (“**Seller Adjacent Parcel**”).

**N. Governing Law/Venue.** Venue for any action arising out of or related to this Contract shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Contract shall be governed in all respects by the laws of the State of California.

**O. 1031 Exchange.** Purchaser acknowledges and agrees that the purchase and sale of the Property may be part of a tax-free exchange under Section 1031 of the Internal Revenue Code (the “Code”) for Seller. Purchaser hereby agrees to take all reasonable steps on or before the Closing Date to facilitate such exchange if requested by Seller, provided that (a) Purchaser shall not be required to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities, covenants and obligations of the Parties to each other under



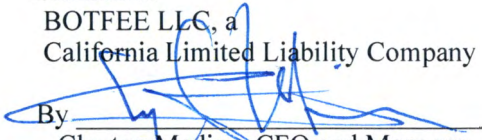
the Contract, (c) Purchaser will not incur any additional cost, expense or liability in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in the Contract will be extended as a result thereof unless by mutual written agreement of the parties or pursuant to the last sentence of this Section 17(O). Notwithstanding anything to the contrary contained in the foregoing, if Seller so elects to close the transfer of the Property as an exchange, then (i) Seller, at its sole option, may delegate its obligations to transfer some or all of the assets under the Contract, and may assign its rights to receive all or a portion of the Purchase Price from Purchaser, to a deferred exchange qualified intermediary (a "QI") or to an exchange accommodation titleholder ("EAT"), as the case may be; (ii) such delegation and assignment shall in no way reduce, modify or otherwise affect the obligations of Seller pursuant to the Contract; (iii) Seller shall remain fully liable for its obligations under the Contract as if such delegation and assignment shall not have taken place; (iv) QI or EAT, as the case may be, shall have no liability to Purchaser; and (v) the closing of the transfer of the Property to Purchaser shall be undertaken by direct deed, assignment and other appropriate conveyance from Seller (or, if applicable, from other affiliates of Seller whom Seller will cause to execute such deeds, assignments and other appropriate instruments of conveyance) to Purchaser or to EAT, as the case may be. Any provision in this Section 17(O) or elsewhere in this Contract notwithstanding, Seller shall have the right to extend the Closing Date for up to sixty (60) days in order to facilitate a tax free exchange pursuant to this Section 17(O) and to obtain all documentation in connection therewith.

*[SIGNATURE PAGE TO FOLLOW]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed on the day and year written above.

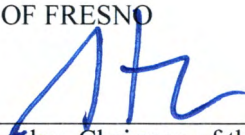
**SELLER:**

BOTFEE LLC, a  
California Limited Liability Company

By   
Clayton Medina, CFO and Manager


**PURCHASER:**

COUNTY OF FRESNO

By   
Steve Brandau, Chairman of the  
Board of Supervisors of the County  
of Fresno

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By   
Deputy

## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL A OF LOT LINE ADJUSTMENT PME2015-04, RECORDED MAY 26, 2015 AS INSTRUMENT NO. 2015-0064124 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

That portion of Parcel A of Grant Deed recorded March 28, 2003 as Document No. 2003-0070637, Official Records of Fresno County in the City of Clovis, County of Fresno, State of California, described as follows:

BEGINNING at the Northwest corner of said Parcel A; thence North 89°49'36" East, along the North line of said Parcel A, a distance of 762.64 feet; thence South 00°04'10" West, a distance of 267.50 feet; thence South 18°14'07" West, a distance of 68.50 feet to a point on the Southerly line of said Parcel A, said point being the beginning of a 1465.43 foot radius non-tangent curve, concave to the South, a radial to said beginning bears North 18°14'07" East; thence Westerly and Northerly along the Southerly and West lines of said Parcel A, the following courses: Westerly, along said curve, through a central angle of 18°24'32", an arc distance of 470.84 feet; thence tangent to said curve, South 89°49'35" West, a distance of 253.30 feet to the beginning of a 24.50 foot radius tangent curve, concave to the Northeast; thence Northwesterly, along said curve, through a central angle of 90°10'25", an arc distance of 38.56 feet; thence tangent to said curve, North 00°00'00" West, a distance of 232.93 feet to the POINT OF BEGINNING.

RESERVING THEREFROM an easement for private utility purposes, described as follows:

COMMENCING at the Northwest corner of said Parcel A; thence North 89°49'36" East, along the North line of said Parcel A, a distance of 762.64 feet; thence South 00°04'10" West, a distance of 13.48 feet to the TRUE POINT OF BEGINNING; Thence South 00°04'10" West, a distance of 15.00 feet; thence South 88°39'50" West, a distance of 182.32 feet; thence South 21°03'10" East, a distance of 304.28 feet to a point on the Southerly line of said Parcel A, said point being the beginning of a 1465.43 foot radius non-tangent curve, concave to the South, a radial to said beginning bears North 16°08'17" East; thence Westerly, along the Southerly line of said Parcel A, along said curve, through a central angle of 00°43'57", an arc distance of 18.73 feet; thence non-tangent to said curve, North 21°03'10" West, a distance of 314.36 feet; thence North 88°39'50" East, a distance of 204.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH an easement for private irrigation purposes, described as follows:

COMMENCING at the Northwest corner of said Parcel A; thence North 89°49'36" East, along the North line of said Parcel A, a distance of 762.64 feet; thence South 00°04'10" West, a distance of 52.48 feet to the TRUE POINT OF BEGINNING; Thence North 89°46'50" East, a distance of 239.70 feet; thence South 00°08'10" West, a distance of 367.36 feet to a point on the South line of said Parcel A, said point being the beginning of a 769.46 foot radius non-tangent curve, concave to the North, a radial to said beginning bears South 16°06'02" West; thence Westerly, along the South line of said Parcel A, along said curve, through a central angle of 01°09'54", an arc distance of 15.65 feet; thence non-tangent to said curve, North 00°08'10" East, a distance of 347.81 feet; thence South 89°46'50" West, a distance of 224.68 feet; thence North 00°04'10" East, a distance of 15.00 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom all mineral deposits in, on and under the above described property as defined in Section 6407 of the Public Resources Code together with the right to prospect for, mine and remove such deposit, as conveyed to the State of California by deed recorded April 3, 1979 in Book 7254, Page 49 as Document No. 38447 of Official Records.

APN: The Real Property is a portion of APN 493-070-57S  
Common Address: 333 W. Pontiac Way, Clovis, California 93612

EXHIBIT B

SPRINKLER SYSTEM/IRRIGATION CONTROL WIRING AND CROSS-DRAINAGE EASEMENT AREA

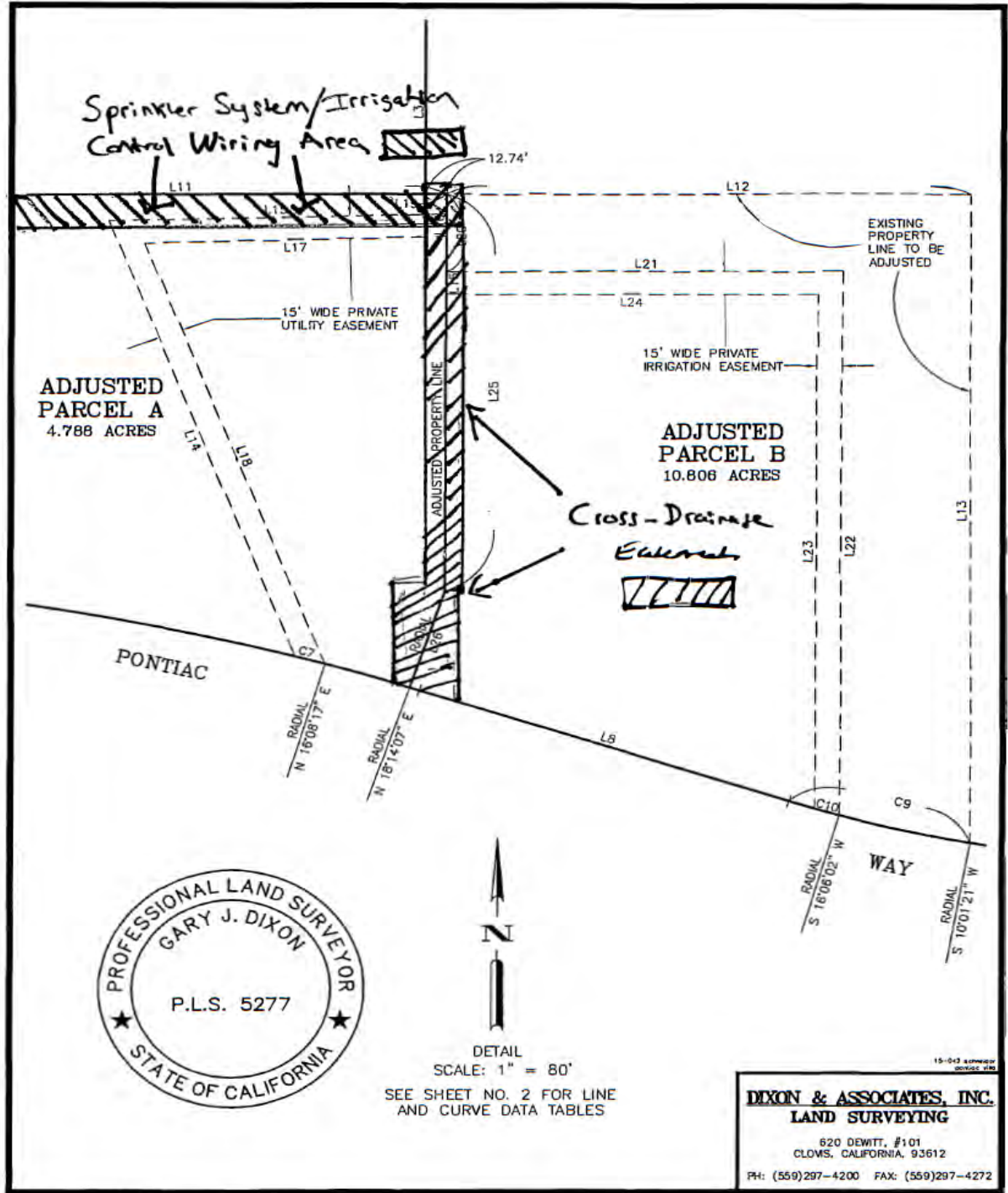
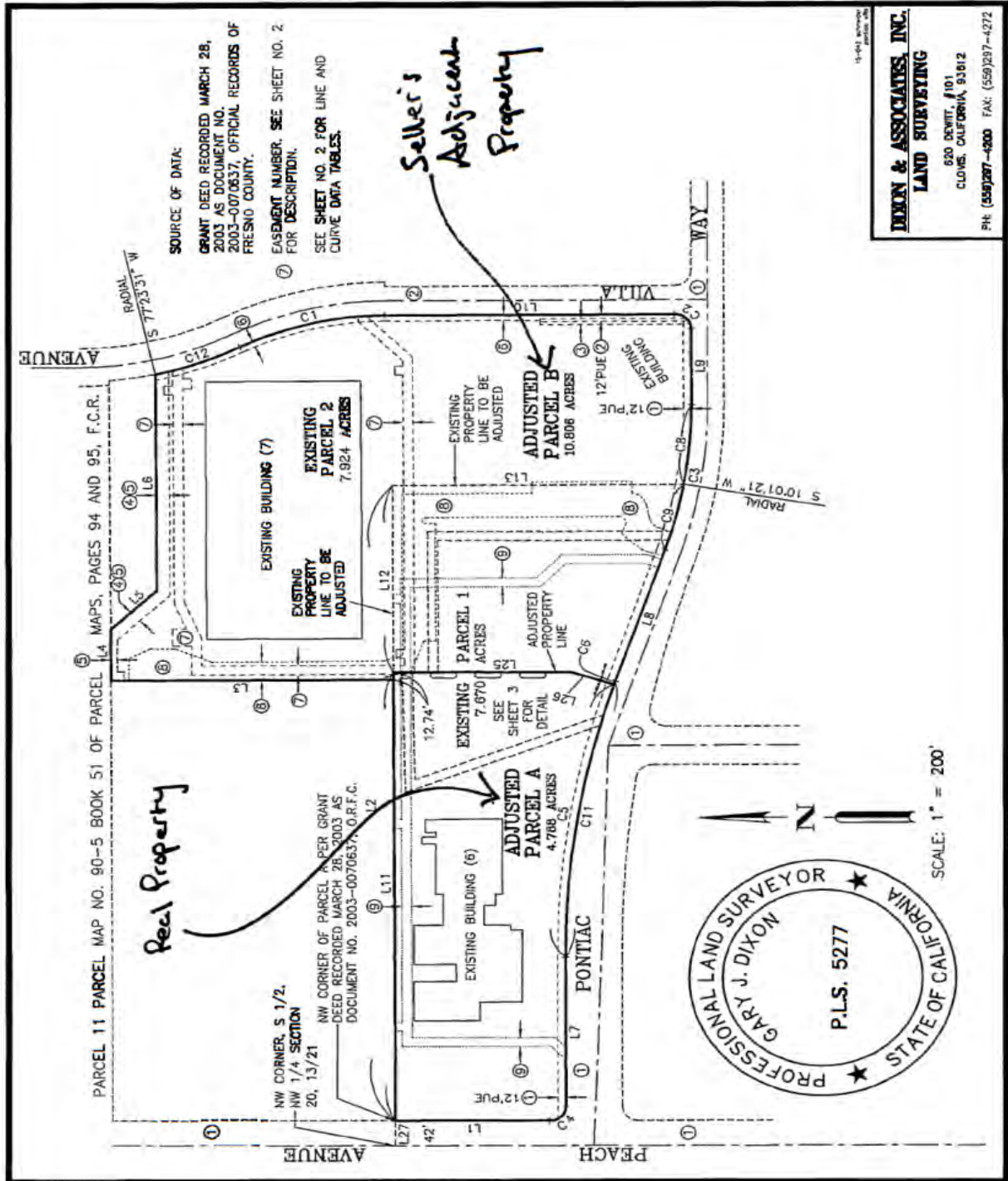


EXHIBIT C

DEPICTION OF THE REAL PROPERTY



# Exhibit D

**RECORDING REQUESTED BY:**

Chicago Title Company

**MAIL TAX STATEMENT AND WHEN  
RECORDED MAIL DOCUMENT TO:**

The County of Fresno  
Internal Services Department  
333 Pontiac Way  
Clovis, CA 93612

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## Grant Deed

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **\$0 EXEMPT** pursuant to R&T Code 11922; CITY TRANSFER TAX **\$0**; SURVEY MONUMENT FEE **\$0**

- [  ] computed on the consideration of full value of property conveyed, OR  
[  ] computed on the consideration of full value less value of liens and/or encumbrances remaining at time of sale,  
[  ] unincorporated area; [  ] City of **Fresno**, and

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

**Botfee LLC, a California Limited Liability Company**, hereby GRANTS to the **County of Fresno, a political subdivision of the State of California**, all that real property, including the improvements thereon, in the City of Clovis, County of **Fresno**, State of **California**, described as follows:

APN: 493-070-82S

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL A OF LOT LINE ADJUSTMENT PME2015-04, RECORDED MAY 26, 2015 AS INSTRUMENT NO. 2015-0064124 OF OFFICIAL RECORDS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PORTION OF PARCEL A OF GRANT DEED RECORDED MARCH 28, 2003 AS DOCUMENT NO. 2003- 0070637, OFFICIAL RECORDS OF FRESNO COUNTY IN THE CITY OF CLOVIS, COUNTY OF FRESNO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE NORTH 89°49'36" EAST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 762.64 FEET; THENCE SOUTH 00°04'10" WEST, A DISTANCE OF 267.50 FEET; THENCE SOUTH 18°14'07" WEST, A DISTANCE OF 68.50 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL A, SAID POINT BEING THE BEGINNING OF A 1465.43 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTH, A RADIAL TO SAID BEGINNING BEARS NORTH 18°14'07" EAST; THENCE WESTERLY AND NORTHERLY ALONG THE SOUTHERLY AND WEST LINES OF SAID PARCEL A, THE FOLLOWING COURSES: WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°24'32", AN ARC DISTANCE OF 470.84 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 89°49'35" WEST, A DISTANCE OF 253.30 FEET TO THE BEGINNING OF A 24.50 FOOT RADIUS TANGENT CURVE, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY, ALONG SAID CURVE,

THROUGH A CENTRAL ANGLE OF 90°10'25", AN ARC DISTANCE OF 38.56 FEET; THENCE TANGENT TO SAID CURVE, NORTH 00°00'00" WEST, A DISTANCE OF 232.93 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR PRIVATE IRRIGATION PURPOSES, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE NORTH 89°49'36" EAST, ALONG THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 762.64 FEET; THENCE SOUTH 00°04'10" WEST, A DISTANCE OF 52.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°46'50" EAST, A DISTANCE OF 239.70 FEET; THENCE SOUTH 00°08'10" WEST, A DISTANCE OF 367.36 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL A, SAID POINT BEING THE BEGINNING OF A 769.46 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE NORTH, A RADIAL TO SAID BEGINNING BEARS SOUTH 16°06'02" WEST; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID PARCEL A, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°09'54", AN ARC DISTANCE OF 15.65 FEET; THENCE NON-TANGENT TO SAID CURVE, NORTH 00°08'10" EAST, A DISTANCE OF 347.81 FEET; THENCE SOUTH 89°46'50" WEST, A DISTANCE OF 224.68 FEET; THENCE NORTH EAST, A DISTANCE OF 15.00 FEET TO THE TRUE POINT OF BEGINNING. EXCEPTING THEREFROM ALL MINERAL DEPOSITS IN, ON AND UNDER THE ABOVE DESCRIBED PROPERTY AS DEFINED IN SECTION 6407 OF THE PUBLIC RESOURCES CODE TOGETHER WITH THE RIGHT TO PROSPECT FOR, MINE AND REMOVE SUCH DEPOSIT, AS CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED APRIL 3, 1979 IN BOOK 7254, PAGE 49 AS DOCUMENT NO. 38447 OF OFFICIAL RECORDS.

**GRANTOR:**

**Botfee LLC**

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

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

Real Property:  
333 W. Pontiac Way  
Clovis, CA 93612

APN: 493-070-82S

CERTIFICATE OF ACCEPTANCE OF GRANT  
OF INTEREST IN REAL PROPERTY

THIS IS TO CERTIFY that the interest in real property conveyed by this Grant Deed, dated \_\_\_\_\_, by **BotFee LLC**, a California Limited Liability Company, to the **COUNTY OF FRESNO**, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of Fresno, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

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County of Fresno  
Internal Services Department  
Robert W. Bash, Director of Internal Services/  
Chief Information Officer