

PURCHASE AND SALE AGREEMENT

(County of Fresno – John M. Valentino, Fresno, California)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made effective this _____ day of _____, 2022 (the "Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("Seller"), and John M. Valentino ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties," and singularly by their individual names, or as a "Party."

RECITALS:

This Agreement is made and entered into with respect to the following facts and circumstances:

- A. Seller is the owner of that certain real property located at the street address of 200 North H Street, Fresno, CA 93721, County of Fresno, State of California, of which approximately 1,787 square feet of the real property with improvements ("Real Property") shall be sold to Buyer, as more particularly described in Exhibit "A," attached and incorporated by this reference.
- B. Buyer desires to purchase the Real Property from Seller, and Seller desires to sell the real Property to Buyer, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, and for other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE THE REAL PROPERTY

- 1.01 The Real Property. Subject to all of the terms, covenants, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell the Real Property to Buyer, and Buyer agrees to buy the Real Property from Seller, within thirty (30) days after the sale of Real Property is approved by Seller.
- 1.02 Purchase Price. The purchase price shall be seven thousand, one hundred forty-eight dollars (\$7,148.00) for the Real Property in "as is" condition.

- 1.03 Payment of the Purchase Price. The Purchase Price for the Real Property shall be paid by Buyer to Seller as follows:

Upon execution of this Purchase and Sale Agreement, Buyer shall pay to the County of Fresno seven thousand, one hundred forty-eight dollars (\$7,148.00) for the Real Property, in immediately available cash funds equal to the Purchase Price.

ARTICLE II

POSSESSION, PHYSICAL INSPECTION, AND CONDITION OF THE REAL PROPERTY

- 2.01 Possession. Subject to Buyer paying the Purchase Price, and otherwise complying with the terms and conditions of this Agreement to which Buyer is required to comply, Buyer shall have the exclusive right to possess the Real Property.
- 2.02 Inspection of the Real Property. Buyer, and Buyer's agents, employees, and representatives (collectively "Buyer's Agents"), may investigate, inspect, and conduct such tests upon the Real Property, and each portion thereof, as Buyer deems necessary or advisable ("Buyer's Inspection"), provided however, such testing shall not in any way cause any damage or destruction or diminution of value to the Real Property, or any portion thereof. Buyer and Buyer's Agents shall complete Buyer's Inspection prior to the date for paying the Purchase Price, as provided in Section 1.03, herein.
- 2.03 **"As-Is" Purchase. SUBJECT ONLY TO THOSE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 4.01 HEREIN, BUYER SHALL TAKE TITLE TO THE REAL PROPERTY, IN ITS PRESENT PHYSICAL CONDITION AND ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, DEFECTS AND DEFICIENCIES, WHETHER KNOWN OR UNKNOWN, IT BEING UNDERSTOOD THAT SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER TO BUYER AS TO THE PHYSICAL CONDITION, INCLUDING WITHOUT LIMITATION, THE STRUCTURAL SOUNDNESS THEREOF, HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE REAL PROPERTY, OR ANY PORTION THEREOF, FOR ANY PARTICULAR USE OR PURPOSE BY BUYER, WHETHER OR NOT SUCH PROPOSED USE OR PURPOSE HAS BEEN COMMUNICATED TO SELLER OR IS DESIRED BY SELLER, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE PRESENCE, ABSENCE OR PROXIMITY ON, UNDER, IN, OR NEAR**

THE REAL PROPERTY OF ANY HAZARDOUS, TOXIC, CARCINOGENIC OR OTHERWISE HARMFUL SUBSTANCES, OR SEISMIC FAULTS OR FLOOD HAZARDS, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO WHETHER OR NOT SUCH PROPERTY COMPLIES OR DOES NOT COMPLY WITH ANY LAWS, REGULATIONS, ORDINANCES, RELATED TO THE CONDITION, USES OR OCCUPANCY THEREOF. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE OF ANY KIND OR NATURE CAUSED TO THE REAL PROPERTY, DIRECTLY OR INDIRECTLY, WHETHER OR NOT SUCH LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE WAS DISCOVERED BEFORE OR AFTER THE CLOSING DATE.

BUYER ACKNOWLEDGES THAT BUYER HAS SPECIFICALLY READ AND UNDERSTOOD, AND AGREES TO ALL OF THE PROVISIONS OF THIS SECTION 2.02: _____(BUYER'S INITIALS).

ARTICLE III

CONDITION OF TITLE TO THE REAL PROPERTY

- 3.01 Condition of Title to the Real Property. Seller shall convey to the Buyer fee title to the Real Property, subject to (i) the terms and conditions of this Agreement, and (ii) the following exceptions (the "Permitted Exceptions"):
- (a) The easements and right-of-way for public roads, public utilities, underground pipelines that are of record or apparent.
 - (b) The lien for property taxes, assessments, fees, and charges that are assessed but not yet delinquent.

ARTICLE IV

COVENANTS, WARRANTIES, AND REPRESENTATIONS

- 4.01 Covenants, Warranties and Representations of Seller. Subject to Section 2.02 herein, Seller hereby makes the following covenants, representations and warranties, and acknowledges that Buyer's execution of this Agreement has been made, and Buyer's acquisition of the Real Property will be made, in material reliance by Buyer on these covenants, representations and warranties.
- (a) Authority. Seller has the authority to enter into this Agreement, and to perform all covenants and obligations, and make all

representations and warranties herein contained. The person executing this Agreement on behalf of Seller has been duly authorized by Seller's Board of Supervisors to enter into and bind Seller to the terms and conditions of this Agreement.

- (b) No Violation. To the best of Seller's knowledge, neither this Agreement, nor anything provided to be done hereunder, violates or will violate any contract, agreement, or instrument to which Seller is a party or bound.
- (c) Governmental Violations. To the best of Seller's knowledge, Seller has no actual, current knowledge of any written notice of pending and unresolved violations of County, State, or Federal building, zoning, fire, or health codes or ordinances, or other governmental regulation, filed or issued in writing against Seller concerning the Real Property.
- (d) Eminent Domain. To the best of Seller's knowledge, Seller has no actual, current knowledge of any pending or threatened proceedings in eminent domain or otherwise that would affect the Real Property.
- (e) Litigation. To the best of Seller's knowledge, Seller has no actual, current knowledge of any actions, suits, claims, legal proceedings, pending or threatened in writing against Seller, involving the sale of the Real Property to Buyer, at law or in equity, before any court or governmental agency.
- (f) Encumbrances. Except for the Permitted Exceptions, listed in Section 3.01, herein, Seller has not permitted any liens, encumbrances, or easements to be placed on the Real Property, or any portion thereof, and Seller has not entered into any agreement with any third parties regarding the sale, lease, management, repair, improvement, or any other matter affecting the Real Property that would be binding on Buyer or the Real Property after the Effective Date.
- (g) Grant Deed. Upon Buyer's payment to Seller of the of the Purchase Price in accordance with Section 1.03 herein, Seller shall deliver to Buyer a fully executed Grant Deed conveying the Real Property to Buyer.
- (h) Performance. Seller shall timely perform and comply with all of Seller's covenants and agreements contained herein, and shall satisfy all conditions contained herein, that Seller is required to perform, comply with, or satisfy under this Agreement.

4.02 Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations and warranties, and acknowledges that Seller's execution of this Agreement has been made, and Seller's sale of the Real Property will be made, in material reliance by Seller on these covenants, representations and warranties:

- (a) Authority. Buyer has the full power, authority, and legal capacity to enter into and to perform Buyer's obligations under this Agreement, to purchase the Real Property as provided herein, without the need for obtaining the consent or approval of any other person, court or governmental agency, body, or subdivision
- (b) Litigation. To the best of Buyer's knowledge, Buyer has no actual, current knowledge of any actions, suits, claims, legal proceedings pending or threatened in writing against Buyer involving the purchase of the Real Property from Seller, at law or in equity, before any court or governmental agency.
- (c) No Prospective Violations. To the best of Buyer's knowledge, Buyer has no current, actual knowledge, that the execution and delivery of this Agreement, or the consummation of the transactions contemplated by this Agreement, violates, or will violate, any contract, agreement or instrument, or loans or financing agreements, of or for the Real Property to which Buyer is a party or bound.
- (d) Encumbrances. Buyer has not entered into any agreement regarding the sale, lease, management, repair, improvement, or any other matter affecting the Real Property that would be binding on Seller of the Real Property.
- (e) Transfer Costs. Buyer shall be responsible for all costs to transfer the Real Property to the Buyer.
- (f) Grant Deed. Buyer shall record the Grant Deed with the County of Fresno Assessor-Recorder within thirty (30) days after sale of the Real Property is approved by the Fresno County Board of Supervisors.
- (g) Buyer shall remove the trees and cyclone fence as shown on Exhibit "B" within thirty (30) days of the Closing Date.
- (h) Buyer shall replace the cyclone fence along the curb, as shown on Exhibit "C," within thirty (30) days after cyclone fence is removed.

- (i) Landscape Codes. Buyer shall comply with all applicable City of Fresno landscape codes in removing and replacing all trees, fencing, and landscaping.
- (j) Performance. Buyer shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that Buyer is required to perform, comply with, or satisfy under this Agreement.
- (k) Buyer's Financing. Buyer is obtaining its own financing to acquire the Real Property, not involving Seller, and Seller shall not be obligated in any manner whatsoever to undertake, nor has Seller undertaken, nor will Seller undertake any action, approval, or review in connection with such financing, including, by way of example, but not limited to, the following:
 - i. Due diligence investigation of any facts relating to the line of credit;
 - ii. Providing any information or assurances to any banks, financial institutions or lenders;
 - iii. Reviewing or approving any documents or other information provided to any banks, financial institutions or lenders;
 - iv. Reviewing or approving Buyer's creditworthiness; or
 - v. Extending any credit, or making any guaranties, in connection with the line of credit.

ARTICLE V

CONDITIONS PRECEDENT

5.01 Conditions Precedent to Seller's Obligation to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- (a) Buyer shall have timely and fully performed each of the acts to be performed by Buyer prior to their respective deadlines provided in subsections 1.03 herein.
- (b) Each of Buyer's representations and warranties set forth in Section 4.02 herein shall be true at the time of executing this Agreement, and at the time of Closing Date (as defined in Section 6.01, herein) as if affirmatively made at that time.

The foregoing conditions are solely for the benefit of Seller, any, or all of which may be waived in writing by Seller in Seller's sole discretion.

5.02 Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is expressly conditioned on the satisfaction of each and every one of the following conditions precedent:

- (a) Seller shall have timely and fully performed every act to be performed by Seller, including without limitation, delivery of the Grant Deed to Buyer.
- (b) Each of the representations and warranties of Seller contained in Section 4.01, herein, shall be true at the time of executing this Agreement, and at the time of Closing Date, as if affirmatively made at that time.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived in writing by Buyer in Buyer's sole discretion.

5.03 Failure or Waiver of Conditions Precedent. In the event that any of the conditions set forth above in Sections 5.01 and 5.02 herein are not fulfilled or waived in writing by the applicable Party on or before the Closing Date, this Agreement shall terminate, and all rights and obligations hereunder of each Party shall terminate.

ARTICLE VI

CLOSING

6.01 Each Party shall bear its own legal and accounting fees and costs.

6.02 Closing Date. Unless otherwise extended by the Parties in writing, the closing date shall be no later than thirty (30) days after the Seller's Board of Supervisors approves the sale of the Real Property, provided however, if the closing should be on a Saturday, Sunday or Seller's holiday, then the closing shall be the Seller's next business day immediately following (the "Closing Date").

ARTICLE VII

GENERAL TERMS

7.01 Survival and Indemnity. Notwithstanding the Closing, delivery of instruments, conveyances of the Real Property, and payment of consideration therefor, the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each such Party pursuant to this Agreement, shall survive the Closing, and each Party agrees to indemnify, defend, and hold the other

harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, costs, and expenses (including, without limitation, attorney's fees and costs) arising out of or in connection with a breach by the indemnifying Party of any such representation, warranty, covenant, or agreement.

7.02 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 Agreement, and both Buyer 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.

7.03 Notices. The persons and their addresses having authority to give and receive notices under this Agreement include the following:

To Seller: COUNTY OF FRESNO
Internal Services Department
333 W. Pontiac Way
Clovis, California 93612
Attn: Robert W. Bash, Director of
Internal Services/Chief Information Officer
Telephone: (559) 600-6200

To Buyer: John M. Valentino
541 E. Terrace Avenue
Fresno, CA 93704

All notices between Seller and Buyer provided for or permitted under this Agreement 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 Seller 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 Seller 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 Seller business hours, then such delivery shall be deemed to be effective at the next beginning of a Seller business day), provided that the sender maintains a machine record of the completed transmission. For all

claims arising out of or related to this Agreement, 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).

Notices given hereunder shall not be amendments or modifications to this Agreement.

- 7.04 Entire Agreement. This Agreement, including all exhibits, and all related documents referred to in this Agreement or in the related documents, and the rights and obligations of the Parties, constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof, and supersedes all other Agreement negotiations, proposals, commitments, oral statements, writings, advertisements, publications, and understandings of any nature whatsoever, unless expressly included in this Agreement.
- 7.05 Amendment. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing by duly authorized representatives of both Parties.
- 7.06 Successors. The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties.
- 7.07 Assignment. Notwithstanding the provisions of Section 7.06 herein, (i) neither Party may assign this Agreement, or transfer any of its rights or obligations under this Agreement, or delegate any of its obligations under this Agreement, without the prior express written consent of the other Party. Any such assignment or attempted assignment, transfer or attempted transfer, delegation or attempted delegation (in any such event whether voluntary or by operation of law) without such consent shall be null and void, and (ii) any conveyance or attempted conveyance of, grant of rights in or attempted grant of rights in, transfer of or attempted transfer of (in any such event (s) whether voluntary or by operation of law) the Real Property, or any portion thereof, or title thereto, or estate, ownership, or interest or right therein (by way of example, but not limited to, a security interest, lien, encumbrance or deed of trust) by Buyer (or anyone claiming by or through Buyer) without such consent shall be null and void.
- 7.08 Governing Law. This Agreement, including all exhibits hereto, and the rights and obligations of the Parties hereto, shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California. For purposes of venue, the performance of this Agreement shall be deemed to be in Fresno County, California. In the

event of any litigation between the Parties arising out of or related to this Agreement, venue for such litigation shall only be Fresno County, California.

- 7.09 Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions herein.
- 7.10 Counterparts. This Agreement may be executed by the Parties in different counterparts, all of which together shall constitute one agreement, even though all Parties may not have signed the same document.
- 7.11 Time. Time is of the essence of this Agreement.
- 7.12 No Third-Party Beneficiaries. Notwithstanding anything stated to the contrary herein, there shall not be any intended third-party beneficiaries of this Agreement.
- 7.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless it would be unreasonable to do so in light of the object of this Agreement as a whole.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SELLER:

BUYER:

COUNTY OF FRESNO, a political subdivision
of the State of California

JOHN M. VALENTINO

By _____
Robert W. Bash, Director of Internal
Services/Chief Information Officer

By _____

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, COUNTY
COUNSEL

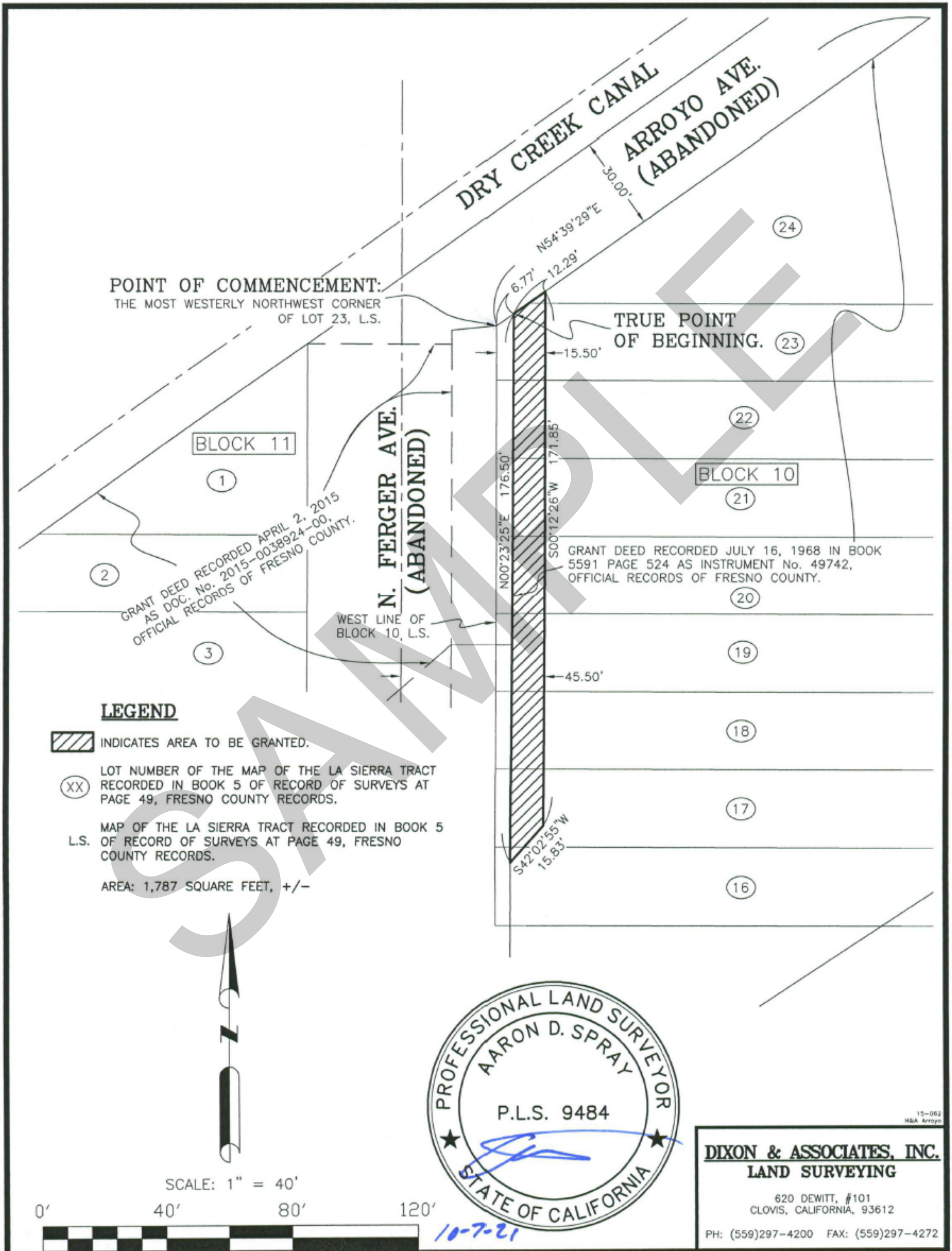
By _____
Deputy

APPROVED AS TO ACCOUNTING FORM:
OSCAR J. GARCIA, C.P.A.
AUDITOR-CONTROLLER/TRASURER-
TAX COLLECTION.

By _____

Fund: 0001
Subclass: 10000
Org: 0415
Account: 5911

Exhibit "A" - County Property
Purchase/Sale Agreement




POINT OF COMMENCEMENT:
THE MOST WESTERLY NORTHWEST CORNER
OF LOT 23, L.S.

**TRUE POINT
OF BEGINNING.** (23)

GRANT DEED RECORDED APRIL 2, 2015
AS DOC. No. 2015-0038924-00,
OFFICIAL RECORDS OF FRESNO COUNTY.

GRANT DEED RECORDED JULY 16, 1968 IN BOOK
5591 PAGE 524 AS INSTRUMENT No. 49742,
OFFICIAL RECORDS OF FRESNO COUNTY.

LEGEND

-  INDICATES AREA TO BE GRANTED.
- (XX) LOT NUMBER OF THE MAP OF THE LA SIERRA TRACT RECORDED IN BOOK 5 OF RECORD OF SURVEYS AT PAGE 49, FRESNO COUNTY RECORDS.
- MAP OF THE LA SIERRA TRACT RECORDED IN BOOK 5 L.S. OF RECORD OF SURVEYS AT PAGE 49, FRESNO COUNTY RECORDS.
- AREA: 1,787 SQUARE FEET, +/-



SCALE: 1" = 40'



10-7-21

DIXON & ASSOCIATES, INC.
LAND SURVEYING

620 DEWITT, #101
CLOVIS, CALIFORNIA, 93612

PH: (559)297-4200 FAX: (559)297-4272

15-062
H&A Arroyo

Exhibit "B"
Sale/Purchase
Agreement

FRESNO COUNTY
P/L

EXISTING ALLEY
LOOKING NORTH

SAMPLE



Exhibit "C"
Sale/Purchase
Agreement

Location of New Fence

FRESNO COUNTY JAIL KITCHEN SITE
LOOKING NORTH

