

TRANSFER AGREEMENT

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

THIS TRANSFER 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 ("Transferor"), and John M. Valentino ("Transferee"). Transferor and Transferee 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. Transferor has been informed that it is the owner of that certain real property approximately located at the street address of 200 North H Street, Fresno, CA 93721, County of Fresno, State of California, of which approximately 1,462 square feet of the real property with improvements ("Real Property") shall be transferred to Transferee, as more particularly described in Exhibit "A," attached and incorporated by this reference.
- B. Transferee desires to receive the Real Property from Transferor, and Transferor desires to transfer any interest it may have in the Real Property to Transferee, 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, Transferor and Transferee hereby agree as follows:

ARTICLE I

AGREEMENT TO TRANSFER 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, Transferor agrees to transfer the Real Property to Transferee, and Transferee agrees to receive the Real Property from Transferor, within thirty (30) days after the transfer of Real Property is approved by Transferor.
- 1.02 Purchase Price. The transfer price shall be zero dollars (\$0.00) for the Real Property in "as is" condition. The consideration for Transferor

entering into this Agreement for transfer of the Real Property will be that upon transfer of the Real Property, Transferee will assume all liability and maintenance costs for the Real Property, and Transferor will no longer be liable for maintenance, insurance, and other costs associated with the Real Property.

ARTICLE II

POSSESSION, PHYSICAL INSPECTION, AND CONDITION OF THE REAL PROPERTY

- 2.01 Possession. Subject to Transferee complying with the terms and conditions of this Agreement to which Transferee is required to comply, Transferee shall have the exclusive right to possess the Real Property.
- 2.02 Inspection of the Real Property. Transferee, and Transferee's agents, employees, and representatives (collectively "Transferee's Agents"), may investigate, inspect, and conduct such tests upon the Real Property, and each portion thereof, as Transferee deems necessary or advisable ("Transferee'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. Transferee and Transferee's Agents shall complete Transferee's Inspection prior to the date for executing this Agreement.
- 2.03 **"As-Is" Purchase. SUBJECT ONLY TO THOSE REPRESENTATIONS AND WARRANTIES OF TRANSFEROR EXPRESSLY SET FORTH IN SECTION 4.01 HEREIN, TRANSFEEE 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 TRANSFEROR IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER TO TRANSFEEE 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 TRANSFEEE, WHETHER OR NOT SUCH PROPOSED USE OR PURPOSE HAS BEEN COMMUNICATED TO TRANSFEROR OR IS DESIRED BY TRANSFEROR, NOR IS TRANSFEROR 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**

TRANSFEROR 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. TRANSFEROR 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.

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

ARTICLE III

CONDITION OF TITLE TO THE REAL PROPERTY; INDEMNIFICATION

- 3.01 **Condition of Title to the Real Property.** Transferor shall quitclaim to the Transferee any interests 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.
- 3.02 **Indemnification of Transferor:** Transferor has been informed that Transferor likely holds title to the Real Property. However, Transferee understands and agrees that Transferor makes no covenants, representations, or warranties regarding the quality of Transferor's title to the Real Property.

Further, Transferee expressly agrees to indemnify, save, hold harmless, and at Transferor's request, defend Transferor, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to Transferor in connection with any defects in the title of the Real Property, any hazardous materials in or on the Real Property under this Agreement, and any other defects arising from the Real Property, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,

firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Transferor, its officers, agents, or employees under this Agreement. _____(TRANSFEEE'S INITIALS).

- 3.03 The provisions of this Article III shall survive the termination of this Agreement.

ARTICLE IV

COVENANTS, WARRANTIES, AND REPRESENTATIONS

- 4.01 Covenants, Warranties and Representations of Transferor. Subject to Section 2.02 herein, Transferor hereby makes the following covenants, representations and warranties, and acknowledges that Transferee's execution of this Agreement has been made, and Transferee's acquisition of the Real Property will be made, in material reliance by Transferee on these covenants, representations and warranties.
- (a) Authority. Transferor 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 Transferor has been duly authorized by Transferor's Board of Supervisors to enter into and bind Transferor to the terms and conditions of this Agreement.
 - (b) No Violation. To the best of Transferor's knowledge, neither this Agreement, nor anything provided to be done hereunder, violates or will violate any contract, agreement, or instrument to which Transferor is a party or bound.
 - (c) Quitclaim Deed. Upon Transferee's payment to Transferor of the of the Purchase Price in accordance with Section 1.03 herein, Transferor shall deliver to Transferee a fully executed Quitclaim Deed conveying the Real Property to Transferee.
 - (d) Performance. Transferor shall timely perform and comply with all of Transferor's covenants and agreements contained herein, and shall satisfy all conditions contained herein, that Transferor is required to perform, comply with, or satisfy under this Agreement.
- 4.02 Covenants, Warranties and Representations of Transferee. Transferee hereby makes the following covenants, representations and warranties, and acknowledges that Transferor's execution of this Agreement has been made, and Transferor's transfer of the Real Property will be made, in

material reliance by Transferor on these covenants, representations and warranties:

- (a) Authority. Transferee has the full power, authority, and legal capacity to enter into and to perform Transferee'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 Transferee's knowledge, Transferee has no actual, current knowledge of any actions, suits, claims, legal proceedings pending or threatened in writing against Transferee involving the transfer of the Real Property from Transferor, at law or in equity, before any court or governmental agency.
- (c) No Prospective Violations. To the best of Transferee's knowledge, Transferee 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 Transferee is a party or bound.
- (d) Encumbrances. Transferee 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 Transferor of the Real Property.
- (e) Transfer Costs. Transferee shall be responsible for all costs to transfer the Real Property to the Transferee.
- (f) Quitclaim Deed. Transferee shall record the Quitclaim Deed with the County of Fresno Assessor-Recorder within thirty (30) days after transfer of the Real Property is approved by the Fresno County Board of Supervisors.
- (g) Performance. Transferee shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that Transferee is required to perform, comply with, or satisfy under this Agreement.

(k) **ARTICLE V**

CONDITIONS PRECEDENT

5.01 Conditions Precedent to Transferor's Obligation to Perform. Transferor'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) Transferee shall have timely and fully performed each of the acts to be performed by Transferee prior to their respective deadlines provided in subsections 1.03 herein.
- (b) Each of Transferee'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 Transferor, any, or all of which may be waived in writing by Transferor in Transferor's sole discretion.

5.02 Conditions Precedent to Transferee's Obligations to Perform. Transferee'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) Transferor shall have timely and fully performed every act to be performed by Transferor, including without limitation, delivery of the Quitclaim Deed to Transferee.
- (b) Each of the representations and warranties of Transferor 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 Transferee, any or all of which may be waived in writing by Transferee in Transferee'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 Transferor's Board of Supervisors approves the transfer of the Real Property, provided however, if the closing should be on a Saturday, Sunday, or Transferor's holiday, then the closing shall be the Transferor's next business day immediately following (the "Closing Date").

ARTICLE VII

GENERAL TERMS

7.01 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 Transferee and Transferor 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 Transferor: 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 Transferee: John M. Valentino
541 E. Terrace Avenue
Fresno, CA 93704

All notices between Transferor and Transferee 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 Transferor 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 Transferor 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 Transferor business hours, then such delivery shall be deemed to be effective at the next beginning of a Transferor 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 Transferee and Transferor 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 Transferee (or anyone claiming by or through Transferee) 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.

TRANSFEROR:

TRANSFeree:

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

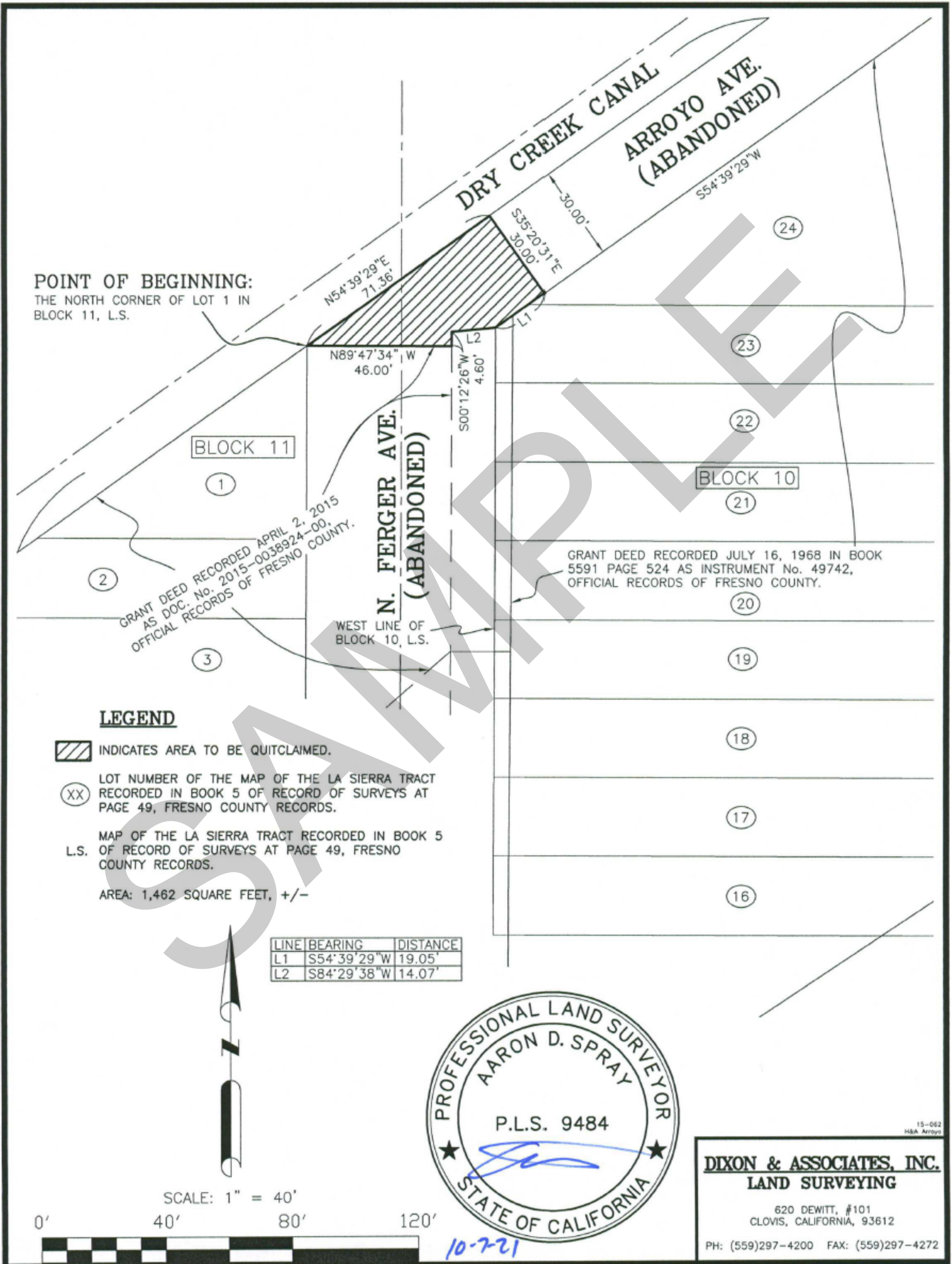
By _____
Deputy

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" - Abandoned City Property
Transfer Agreement



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.

