

SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

(SELLER: County of Fresno – BUYER: Fresno Unified School District)

THIS SALE /PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made effective this _____ day of _____, 2018 (the "Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("Seller"), and Fresno Unified School District ("Buyer"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly 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 southwest corner of Ventura and Tenth Streets, Fresno, CA, County of Fresno, State of California, APN's 470-054-04T, 470-054-09T, 470-054-10T, 470-054-11T, 470-054-12T, 470-054-13T, 470-054-14T, 470-054-16T, 470-124-07T, 470-124-09T, 470-021-01T, 470-133-01T, which includes improvements to that real property and all other personal property that Seller may have any interest in that is affixed thereto at the time of the Closing Date (as defined in Section 6.05 herein), all as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (collectively, the "Real Property").
- 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 at the Closing Date (as defined in Section 6.05 herein).

1.02 Deposit and Purchase Price. The purchase price shall be one million, two hundred thousand dollars (\$1,200,000) for the Real Property in "as is" condition ("Purchase Price") and Buyer shall deposit into Escrow with Escrow Holder (as defined in Section 6.01 herein) a good faith refundable deposit of one hundred thousand dollars (\$100,000) ("Buyer's Deposit"). Buyer's Deposit shall be applied toward the purchase price of the Real Property.

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 Agreement, Buyer shall deposit Buyer's Deposit into Escrow. Buyer shall deposit into Escrow with Escrow Holder (as defined in Section 6.01 herein) as soon as possible and prior to the Closing Date (as defined in Section 6.05 herein) immediately available cash funds equal to the difference between Buyer's Deposit and 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 up to the Closing Date, Buyer shall have the exclusive right to possess the Real Property on and after the Closing Date.

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 acknowledges that Buyer commenced its inspection of the Real Property prior to Buyer's execution of this Agreement. Buyer shall have until January 22, 2019 (ending date of the "Due Diligence Period") to perform and complete all remaining due diligence regarding the Real Property, which may include review of matters of title, inspection of the physical condition of the Real Property, obtaining an acceptable Phase 1 Environmental review, and conducting other such due diligence as Buyer determines appropriate. 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, hereinabove.

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 2.03: _____(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, and 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.
- (c) All other exceptions to title reflected on a Preliminary Title Report prepared by Escrow Holder (as defined in Section 6.01) pursuant to subsection 3.02(a) hereinbelow and which exceptions Buyer accepts pursuant to the terms of such subsection 3.02(a).

3.02 Title Insurance.

- (a) A Preliminary Title Report shall be issued within five (5) business days after the opening of Escrow; 2) Buyer shall have ten (10) business days after receipt of the Preliminary Title Report to notify Seller in writing of any matters disclosed therein which are not acceptable to Buyer (Buyer's failure to timely so notify Seller being Buyer's acceptance of the defect); 3) Seller shall have ten (10) business days from receipt of such notice in which to cure any title defects to which Buyer has objected; and 4) if Seller fails to timely cure the defects Buyer shall have five (5) days to terminate the transaction without liability on the part of either party, except that both parties shall be responsible for escrow costs as otherwise provided in this Agreement in Section 6.08 and Buyer shall forfeit Buyer's Deposit.
- (b) At the Closing Date and as a condition to Buyer's obligation to purchase the Real Property, Escrow Holder shall issue and deliver to Buyer, its standard coverage CLTA Owner's Policy of Title Insurance insuring title to the Real Property in Buyer in the condition set forth in the Preliminary Title Report (subject to any cure by Seller) and with liability in the amount of the Purchase Price (the "Title Policy").

ARTICLE IV

COVENANTS, WARRANTIES, AND REPRESENTATIONS

4.01 Covenants, Warranties and Representations of Seller. Subject to Section 2.03 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. As set forth hereinabove, Seller has made all findings necessary and convenient to convey the Real Property to Buyer,

and Seller has the full power and 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 governing board (i.e., Board of Supervisors) to enter into and bind Seller to the terms and conditions of this Agreement.

- (b) No Violation. 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 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 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 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. 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 Closing Date.
- (g) 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.
- (h) Underground Cable. Underground cable on Real Property as shown on Exhibit "B."

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 been authorized by the Board of Education to enter into this Agreement. 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. The person(s) executing this Agreement shall bind Buyer to the terms and conditions of this Agreement.
- (b) Litigation. To the best of the Deputy Superintendent/CFO's knowledge, after having conducted a reasonable investigation, the Deputy Superintendent/CFO has no actual knowledge of any actions, suits, claims, legal proceedings pending or threatened in writing against Buyer involving the purchase of this Real Property from Seller, at law or in equity, before any court or governmental agency.
- (c) No Prospective Violations. To the best of the Deputy Superintendent/CFO's knowledge, after having conducted a reasonable investigation, the Deputy Superintendent/CFO has no 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.
- (f) Performance. Buyer shall timely perform and comply with all covenants and agreements, and to satisfy all conditions, that Buyer is required to perform, comply with or satisfy under this Agreement.
- (g) 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; and
- 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 has timely and fully performed each of the acts to be performed by it hereunder, including without limitation depositing the Purchase Price, and the Closing Costs (as defined in Section 6.04 herein) into Escrow with Escrow Holder (as both of the latter terms are defined in Section 6.01) prior to their respective deadlines provided in subsection 1.03 herein.
- (b) Each of Buyer's representations and warranties set forth in Section 4.02 herein are 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 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 has timely and fully performed every act to be performed by it hereunder, including without limitation, deposit into Escrow with Escrow Holder the Grant Deed.

- (b) Each of the representations and warranties of Seller contained in Section 4.01 herein are true at the time of executing this Agreement, and as of the Closing Date as if affirmatively made at that time.
- (c) Escrow Holder issues the Title Policy as set forth in Section 3.02 herein in the condition set forth in Sections 3.01 and 3.02 hereinabove.
- (d) Buyer's inspections and investigations of the Real Property reveal no conditions that, in the Buyer's sole and absolute discretion, render the Real Property unsuitable for the Buyer's intended use.

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 be at an end, provided however, Seller and Buyer shall be obligated to pay the Closing Costs, subject to Section 6.04 herein and Buyer shall forfeit Buyer's Deposit. Seller or Buyer may elect, at any time or times prior to the Closing Date, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02 above, as applicable. In any event, the Parties' consent as provided in this Section 5.03 up to the Closing Date shall waive any remaining unfulfilled conditions up to the Closing Date, provided however, such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement.

ARTICLE VI

ESCROW

6.01 Establishment of Escrow. Upon the execution of this Agreement, the Parties shall promptly open an escrow (the "Escrow") with Fidelity National Title Company, 7475 N. Palm Ave, Suite 107, Fresno, CA 93711, (559) 431-8050 or such other title company mutually agreeable to the Parties if such title company is not available or is replaced (the "Escrow Holder") to provide for Seller's conveyance of the Real Property to Buyer as provided herein. Prior to the Closing Date, a duplicate of this fully-executed Agreement shall be deposited with Escrow Holder and shall constitute escrow instructions to Escrow Holder concerning this transaction.

6.02 Deposits into Escrow. The Parties shall make the following deposits into Escrow with Escrow Holder:

(a) Seller's Deposits. Seller shall deposit into Escrow with Escrow Holder prior to the Closing Date: (1) an executed and acknowledged original Grant Deed in the form attached hereto as Exhibit "C"; and (2) Seller's share of the Closing Costs (as that term is defined in section 6.04 herein).

(b) Buyer's Deposits. Buyer shall deposit the following into Escrow with Escrow Holder, prior to their respective deadlines provided herein:

i. A Preliminary Change in Ownership Report; and

ii. Buyer's share of the Closing Costs (as that term is defined in Section 6.04 herein), at the same time that Buyer is required to deposit all outstanding funds for the Purchase Price into Escrow with Escrow Holder, pursuant to Section 1.03 hereinabove.

(c) Title Report (Buyer's Deposit). Buyer shall cause the Escrow Holder to deposit the Final Title Report, dated as of the Closing Date, into Escrow, according to the requirements of, Sections 3.01 and 3.02 hereinabove, including Buyer's approval of such Final Title Report.

6.03 Title Insurance. At the Closing Date, Escrow Holder shall issue, effective as of that date, the Title Policy as set forth in Section 3.02 herein.

6.04 Costs and Expenses. Notwithstanding the fact that Seller selected the Escrow Holder, the Parties agree that any and all of the Closing costs (collectively, the "Closing Costs") shall be borne by Seller and Buyer as follows:

(a) The cost of the Preliminary and Final Title Report shall be paid by Seller, 50% and by Buyer, 50%.

(b) The premium for the Title Policy shall be paid by Seller, 50% and by Buyer, 50%.

(b) Recording fees, transfer taxes, and document preparation fees shall be paid by Seller, 50% and by Buyer, 50%.

- (c) Escrow fees and any and all other costs necessary to achieve a successful closing of Escrow shall be paid by Seller, 50% and by Buyer, 50%.

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

- 6.05 Closing Date. The close of escrow shall be thirty (30) days after the completion of Buyer's Inspection, or thirty (30) days after the end of the Due Diligence Period, whichever is earlier. Unless otherwise shortened or extended by the Parties in writing, the closing of Escrow shall be on February 22, 2019 (the "Closing Date").
- 6.06 Conditions Precedent to the Close of Escrow. The close of Escrow is hereby expressly conditioned on the satisfaction or waiver in writing by the Party whose performance is conditional thereon, of each of the conditions precedent contained in Article V herein.
- 6.07 Procedure for Closing of Escrow. Escrow Holder shall close the Escrow by doing all of the following:
 - (a) Pay from funds deposited by Buyer, the balance of the Purchase Price less Seller's share of Closing Costs to the Seller;
 - (b) Pay from funds deposited by Buyer, the Closing Costs to Escrow Holder;
 - (c) Date the Grant Deed as of the Closing Date;
 - (d) Record the Grant Deed in the Official records of Fresno County, and return the recorded Grant Deed to Buyer, and provide a conformed copy thereof to Seller;
 - (e) Deliver a copy of Buyer's and Seller's closing statements for the Escrow to the respective Parties, subject to Section 6.04 herein;
 - (f) Deliver to Buyer the original and two (2) copies of the Title Policy in the form set forth in subsection 3.02(b) herein, at the closing.
- 6.08 Inability to Close Escrow. In the event that Escrow Holder is unable to close the Escrow and the Closing Date is not otherwise extended by the Parties' mutual agreement, this Escrow shall terminate. Escrow Holder shall return to each Party any money or documents deposited by the Parties and terminate the Escrow; provided however, that any cancellation charges imposed by Escrow Holder shall be paid by the defaulting Party, or if neither Party is in default, then paid 50% by Seller and 50% by Buyer.

ARTICLE VII

MISCELLANEOUS

- 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, paralegals' and other professionals' 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.** All notices under this Agreement shall be in writing, and be either personally served, sent by (i) United States Postal Service, with postage prepaid, or (ii) a nationally recognized overnight courier service, and addressed to the respective as Parties as follows:

To Seller:	COUNTY OF FRESNO
	Internal Services Department (10 th street)
	333 W. Pontiac Way
	Clovis, California 93612
	Director of Internal Services/
	Chief Information Officer
	Telephone (559) 600-5800

With a Copy to:	County Counsel's Office
	COUNTY OF FRESNO
	2220 Tulare Street, Suite 500
	Fresno, California 93721
	Telephone (559) 600-3479

To Buyer:	Fresno Unified School District
	2309 Tulare St.

	Fresno, California 93721
	Deputy Superintendent / CFO
	Telephone (559) 457-6225

or to such person or at such other place as either Party may from time to time designate by written notice to the other Party.

Notice given in the foregoing manner shall be deemed sufficiently given for all purposes hereunder on the date such notice was (i) personally delivered, deposited and postmarked with the United States Postal Service, or (ii) sent by a nationally recognized overnight courier service, and such Party shall otherwise comply with this Section 7.03 concerning the giving of notice in such manner, provided further that, in any event, notices of changes of address or termination of this Agreement shall not be effective until actual receipt.

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

- 7.04 Entire Agreement. This Agreement, including all exhibits hereto, and all related documents referred to in this Agreement or in the related documents, and the rights and obligations of the Parties hereto, 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 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. 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. 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) prior to the Closing date 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 day and year first written above.

BUYER:

FRESNO UNIFIED SCHOOL DISTRICT

Ruthie F. Quinto
Deputy Superintendent / CFO

Date: _____

SELLER:

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

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

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg, County Counsel

By: _____
Deputy

APPROVED AS TO ACCOUNTING FORM:
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer Tax Collector

By: _____
Deputy

FOR ACCOUNTING USE ONLY:

Fund 0001
Subclass 10000
Org 0415
Account 5911

SALE-PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

Exhibit "A"

Legal Description

For APN/Parcel ID(s): 470-054-04T, 470-054-14T, 470-054-16T, 470-054-09T, 470-054-10T, 470-054-11T, 470-054-12T, 470-054-13T, 470-124-09T, 470-021-01T, 470-124-07T and 470-133-01T

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

PARCEL 1: APN 470-054-04T

All of Lot 14 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING that portion thereof included within the following boundaries:

Beginning at a point on the North line of Lot 13 of said Ventura Heights, distant thereon 85 feet East of the Northwest corner of said lot; thence South parallel with the West line of said lot a distance of 120 feet, thence East parallel with the North line of Lots 13 and 14 of said Ventura Heights, a distance of 40 feet, thence North parallel with the West line of said Lot 13, a distance of 120 feet to the North line of said Lot 14; thence West a distance of 40 feet to the point of beginning.

ALSO EXCEPTING that portion thereof included with the following boundaries:

Beginning at a point being the Southwest corner of Lot 13, running thence East along the South line of said Lots 13 and 14 a distance of 125 feet; thence at right angles Northerly in Lot 14 a distance of 45 feet, thence at right angles Westerly across Lots 14 and 13 to the West line of said Lot 13, a distance of 125 feet, thence at right angles Southerly along the Westerly line of said Lot 13, a distance of 45 feet to the place of commencement.

ALSO EXCEPT that portion of said Lot 14, described as follows:

Beginning at the Southeast corner of Lot 14; thence North on the line of said Lot 14, 15 feet to the corner of said Lot 14; thence West on the line of Lot 14, 50 feet; thence South 15 feet; thence e 50 feet to the point of beginning.

PARCEL 2: APN 470-054-09T

The North 93.34 feet of the South 140 feet of Lot 12 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

EXHIBIT "A" Legal Description (continued)

PARCEL 3: APN 470-054-10T

The South 46.66 feet of Lot 12 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 4: APN 470-054-11T

The North 45 feet of Lot 11 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 5: APN 470-054-12T

The North 60 feet of the South 120 feet of Lot 11 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 6: APN 470-054-13T

Title No.: FFOM-TO16000467-LM

CLTA Preliminary Report Form - Modified (11.17.06) Printed: 04.25.16 @ 10:44 AM byWK
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TO16000467

The South 60 feet of Lot 11 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 7: A PORTION OF APN 470-054-14T

Lots 5 and 6 in Block 4 of Lincoln Hill Addition, according to the Map thereof recorded February 16, 1888 in Book 1, page 71 of Plats, in the office of the County Recorder of said County, and more particularly described as that portion of the Northwest Quarter of the Northeast Quarter of Section 11, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, beginning on the South line of Ventura Avenue at the most Northeasterly corner of Lot 14 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys; thence East on said South line of Ventura Avenue 50 feet to the East line of said Northwest Quarter of the Northeast Quarter; thence South on said East line 150 feet to the corner of said Lot 14; thence West on the line of said Lot 14, 50 feet; thence North on the line of said Lot 14, 150 feet to the point of beginning .

PARCEL 8: A PORTION OF APN 470-054-14T

A portion of Lot 14 of Ventura Heights, described as follows:

Beginning at the Southeast corner of Lot 14; thence North on the line of said Lot 14, 15 feet to the corner of said Lot 14; thence West on the line of Lot 14, 50 feet; thence South 15 feet; thence East 50 feet to the point of beginning.

EXHIBIT "A" Legal Description (continued)

PARCEL 9: APN 470-054-16T

The East 112.70 feet of the North 25 feet of Lot 12 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 10: 470-021-01T

The West half of the West half of the Northeast Quarter of the Northeast Quarter of Section 11, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the United States Government Survey and also the carpets and window-shades in the dwelling house standing on said premises.

PARCEL 11: APN 470-124-07T

The South 85 feet of Lot 8 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 12: APN 470-124-09T

The North 65 feet of Lot 10 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 13: APN 470-133-01T

All of Block 1 of Ventura Heights No. 2, according to the Map thereof recorded in Book 3, page 49 of Record of Surveys, in the office of the County Recorder of Fresno County.

EXCEPTING THEREFROM the South 63 feet thereof.

Exhibit 'B'

Purchase Sale Agreement

Fiber Cable Path

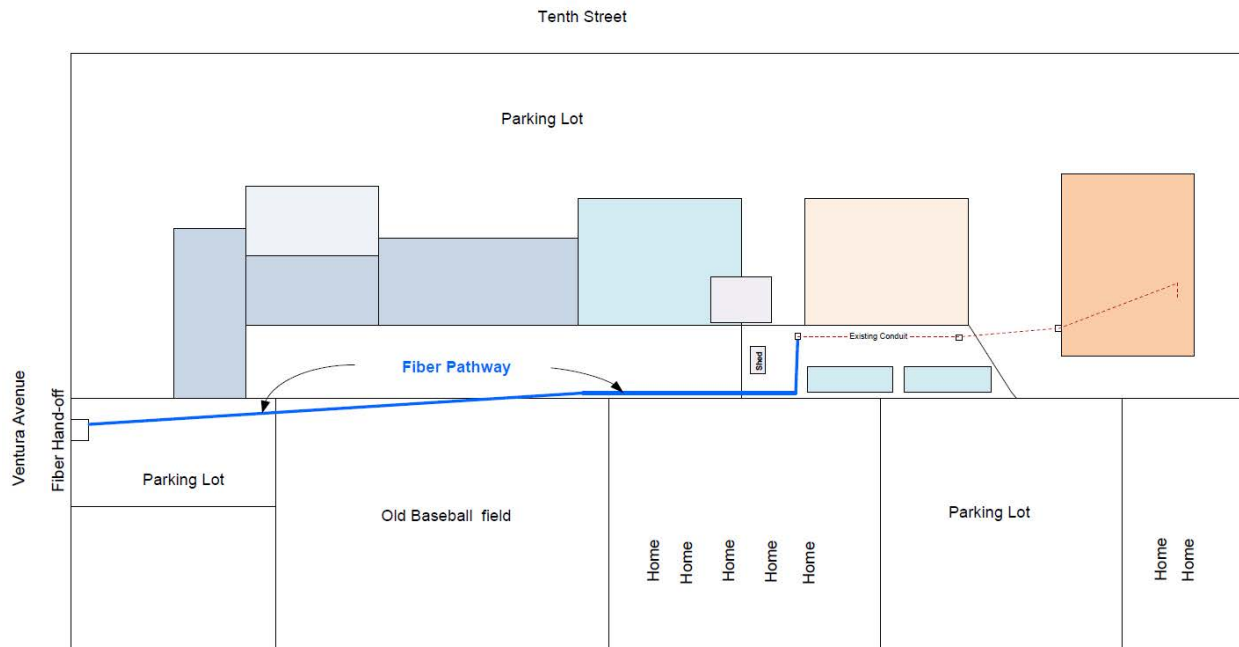


Exhibit 'C'
Purchase Sale Agreement
Grant Deed

When Recorded Mail To:

Buyer Name

Address

GRANT DEED
(FEE SIMPLE)

For value received,

The COUNTY OF FRESNO, a political subdivision of the State of California, hereby grant(s) to _____, all that real property, including the improvements thereon, in an "as is" condition, in the County of Fresno, State of California, described as follows:

PARCEL 1: APN 470-054-04T

All of Lot 14 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING that portion thereof included within the following boundaries:

Beginning at a point on the North line of Lot 13 of said Ventura Heights, distant thereon 85 feet East of the Northwest corner of said lot; thence South parallel with the West line of said lot a distance of 120 feet, thence East parallel with the North line of Lots 13 and 14 of said Ventura Heights, a distance of 40 feet, thence North parallel with the West line of said Lot 13, a distance of 120 feet to the North line of said Lot 14; thence West a distance of 40 feet to the point of beginning.

ALSO EXCEPTING that portion thereof included with the following boundaries:

Beginning at a point being the Southwest corner of Lot 13, running thence East along the South line of said Lots 13 and 14 a distance of 125 feet; thence at right angles Northerly in Lot 14 a

distance of 45 feet, thence at right angles Westerly across Lots 14 and 13 to the West line of said Lot 13, a distance of 125 feet, thence at right angles Southerly along the Westerly line of said Lot 13, a distance of 45 feet to the place of commencement.

ALSO EXCEPT that portion of said Lot 14, described as follows:

Beginning at the Southeast corner of Lot 14; thence North on the line of said Lot 14, 15 feet to the corner of said Lot 14; thence West on the line of Lot 14, 50 feet; thence South 15 feet; thence e 50 feet to the point of beginning.

PARCEL 2: APN 470-054-09T

The North 93.34 feet of the South 140 feet of Lot 12 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 3: APN 470-054-10T

The South 46.66 feet of Lot 12 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 4: APN 470-054-11T

The North 45 feet of Lot 11 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 5: APN 470-054-12T

The North 60 feet of the South 120 feet of Lot 11 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 6: APN 470-054-13T

Title No.: FFOM-TO16000467-LM

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TO16000467

The South 60 feet of Lot 11 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 7: A PORTION OF APN 470-054-14T

Lots 5 and 6 in Block 4 of Lincoln Hill Addition, according to the Map thereof recorded February 16, 1888 in Book 1, page 71 of Plats, in the office of the County Recorder of said County, and more particularly described as that portion of the Northwest Quarter of the Northeast Quarter of Section 11, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, beginning on the South line of Ventura Avenue at the most Northeasterly corner of Lot 14 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys;

thence East on said South line of Ventura Avenue 50 feet to the East line of said Northwest Quarter of the Northeast Quarter; thence South on said East line 150 feet to the corner of said Lot 14; thence West on the line of said Lot 14, 50 feet; thence North on the line of said Lot 14, 150 feet to the point of beginning .

PARCEL 8: A PORTION OF APN 470-054-14T

A portion of Lot 14 of Ventura Heights, described as follows:

Beginning at the Southeast corner of Lot 14; thence North on the line of said Lot 14, 15 feet to the corner of said Lot 14; thence West on the line of Lot 14, 50 feet; thence South 15 feet; thence East 50 feet to the point of beginning.

PARCEL 9: APN 470-054-16T

The East 112.70 feet of the North 25 feet of Lot 12 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 10: 470-021-01T

The West half of the West half of the Northeast Quarter of the Northeast Quarter of Section 11, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the United States Government Survey and also the carpets and window-shades in the dwelling house standing on said premises.

PARCEL 11: APN 470-124-07T

The South 85 feet of Lot 8 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 12: APN 470-124-09T

The North 65 feet of Lot 10 of Ventura Heights, according to the map thereof recorded January 4, 1905 in Book 3, page 3 of Record of Surveys, in the office of the County Recorder of said County.

PARCEL 13: APN 470-133-01T

All of Block 1 of Ventura Heights No. 2, according to the Map thereof recorded in Book 3, page 49 of Record of Surveys, in the office of the County Recorder of Fresno County.

EXCEPTING THEREFROM the South 63 feet thereof.

COUNTY OF FRESNO, a Political
Subdivision of the State of California

Date: _____

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