

**SALE/PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

(SELLER: Panh Vang – BUYER: the County of Fresno)

THIS SALE /PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made effective this 11th day of December, 2018 (the "Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("Buyer"), and Panh Vang ("Seller"). 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 sole owner of fee title to that certain real property located at 6870 E. Kings Canyon, County of Fresno, State of California, APN 313-280-40, which includes all improvements, (except those improvements described in Exhibit "C"), 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).

Exhibit C, attached and incorporated by reference, shows certain trees and rocks that Seller shall be allowed to remove and keep prior to the close of Escrow.

1.02 Deposit and Purchase Price. The purchase price shall be five hundred twenty five thousand dollars (\$525,000) for the Real Property in "as is" condition stated in section 2.03 herein ("Purchase Price"). Buyer shall deposit into Escrow with Escrow Holder (as defined in Section 6.01 herein) a good faith refundable deposit of fifty thousand dollars (\$50,000) ("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) at least three (3) business days 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 at all times 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 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 FEE 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: 8.8 (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) The exceptions to title of the Real Property in the Preliminary Report that Buyer accepts pursuant to the terms of such subsection 3.02(a).

3.02 Title Insurance.

- (a) A Preliminary Report of the title to the Real Property, dated June 27, 2018, at 7:30 AM, including all documents which are referenced therein as exceptions to title of the Real Property, has been issued.
 1. Without limiting Buyer's rights under this Section 3.02(a), Buyer does not accept the following exception to title of the Real Property: Seller must cause the full pay-off, release and termination of, and remove from the title of the Real Property, the Wells Fargo Bank, N.A., Deed of Trust, dated July 5, 2012, and, on July 10, 2012, recorded in the office of the Fresno County Recorder as document 2012-0095397-00, in the amount of \$221,900.00 (the "\$221,900.00 Wells Fargo Deed of Trust") (the \$221,900.00 Wells Fargo Deed of Trust may 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 Buyer). The \$221,900.00 Wells Fargo Deed of Trust may be paid out of the purchase price funds prior to the close of escrow, pursuant to Section 6.07. The \$221,900.00 Wells Fargo Deed of Trust is considered a title defect of the Real Property. If Seller fails to timely cure the title defect of the \$221,900.00 Wells Fargo Deed of Trust, as required herein, Buyer shall have the right to terminate the transaction without liability on the part of Buyer, and Buyer shall be fully refunded the Buyer's Deposit, except that both parties shall be responsible for escrow costs as otherwise provided in this Agreement in Section 6.08.
 2. Within ten (10) business days after the opening of Escrow;
 - 1) Buyer shall have thirty (30) business days after receipt of the Preliminary Report to notify Seller in writing of any other matters disclosed therein which are not acceptable to Buyer (Buyer's failure to timely so notify Seller being Buyer's acceptance of the defect of those other matters);
 - 2) Seller shall have twenty (20) business days from receipt of such

notice in which to cure any such title defects to which Buyer has objected; and 3) if Seller fails to timely cure such title defects, Buyer shall have ten (10) days to terminate the transaction without liability on the part of either party, and Buyer shall be fully refunded the Buyer's Deposit, except that both parties shall be responsible for escrow costs as otherwise provided in this Agreement in Section 6.08.

3. At the Closing Date and as a condition to Buyer's obligation to purchase the Real Property, Escrow Holder, in its capacity as a title insurance company, 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 Report (subject to Seller's cure of the \$221,900.00 Wells Fargo Deed of Trust title defect of the Real Property as provided herein, and any other 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 is the sole owner of fee title to the Real Property, and Seller has the full power, authority, and legal capacity to enter into this Agreement and to perform all covenants and obligations and make all representations and warranties herein contained, and to perform Seller's obligations under this Agreement, to sell 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. Seller shall immediately deliver to Buyer a copy of any and all affidavits executed by the Seller's grantor of the Property, and any other related documentation, required by the Escrow Holder, in its capacity as a title insurance company, to satisfy the Escrow Holder that title of the Real Property is vested in the Seller. If Seller fails to satisfy the Escrow Holder that title of the Real Property is vested in the Seller, Buyer shall have the right to terminate the transaction without liability on the part of Buyer, and Buyer shall be fully

refunded the Buyer's Deposit, except that both parties shall be responsible for escrow costs as otherwise provided in this Agreement in Section 6.08.

- (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, after having conducted a reasonable investigation, Seller has no 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, after having conducted a reasonable investigation, Seller has no 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 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. 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 anyone or any entity 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) Deed of Trust. As required by Section 3.02(a), herein, prior to the Closing Date, Seller must cure the title defect of the \$221,900.00 Wells Fargo Deed of Trust. There is no event of default under the \$221,900.00 Wells Fargo Deed of Trust, and that the outstanding balance due on the \$221,900.00 Wells Fargo Deed of Trust is \$16,547.40 as of the Effective Date of 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 been authorized by the Fresno County Board of Supervisors 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 knowledge of the Director of Internal Services/Chief Information Officer, after having conducted a reasonable investigation, the Director of Internal Services/Chief Information Officer has no current 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 knowledge of the Director of Internal Services/Chief Information Officer, after having conducted a reasonable investigation, the Director of Internal Services/Chief Information Officer has no current knowledge, that the execution and delivery of this Agreement violates or will violate any contract, agreement or instrument 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.

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 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 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 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 it hereunder, including without limitation, deposit into Escrow with Escrow Holder the Grant Deed, and timely curing the title defect of the \$221,900.00 Wells Fargo Deed of Trust.
- (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 as of the Closing Date as if affirmatively made at that time.
- (c) Escrow Holder shall issue the Title Policy as set forth in Section 3.02 herein in the condition set forth in Sections 3.01 and 3.02 above.
- (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 be fully refunded the 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 three (3) days prior to the Closing Date: (1) an executed and acknowledged original Grant Deed in the form attached hereto as Exhibit "B"; 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 Report and Final Title Report shall be paid by the Buyer.
- (b) The premium for the Title Policy shall be paid by the Buyer.
- (b) Any recording fees, transfer taxes, and document preparation fees shall be paid by the Buyer, except those recording fees, transfer taxes, and document preparation fees for which Buyer is exempt.
- (c) Escrow fees and any and all other costs necessary to achieve a successful closing of Escrow shall be paid by the Buyer.

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

6.05 Closing Date. Unless otherwise extended by the Parties in writing, the closing of Escrow shall be on (or before at Seller's election) January 31, 2020 (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 on the Closing Date:

- (a) Fully pay off from funds deposited by Buyer, the \$221,900.00 Wells Fargo Deed of Trust, and record such full reconveyance in the office of the Fresno County Recorder, and provide a conformed copy thereof to Buyer;
- (b) Pay from funds deposited by Buyer the balance of the Purchase Price less the funds necessary to fully pay off the \$221,900.00 Wells Fargo Deed of Trust, and Seller's share of Closing Costs, to the Seller;
- (c) Pay from funds deposited by Buyer, 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 Buyer, and provide a conformed copy thereof to Seller;
- (f) Deliver a copy of Buyer's and Seller's closing statements for the Escrow to the respective Parties, subject to Section 6.04 herein; and
- (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 written 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 100% 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 Buyer:	COUNTY OF FRESNO
	Internal Services Department (10 th street)
	333 W. Pontiac Way
	Clovis, California 93612
	Attn: Robert W. Bash, 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 Seller:	Panh Vang
	6870 E. Kings Canyon
	Fresno, California 93727

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.

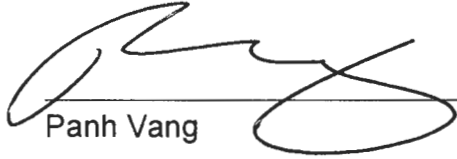
- 7.04 Entire Agreement. This Agreement, including all exhibits hereto, and all related documents referred to in this Agreement or in the related documents, and the rights and obligations of the Parties hereto, constitutes the entire agreement between Buyer and Seller with respect to the subject matter 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 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. 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.

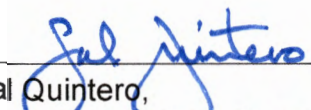
(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first hereinabove written.

SELLER:
Panh Vang


Panh Vang

BUYER:
COUNTY OF FRESNO


Sal Quintero,
Chairperson of the Board of Supervisors
of the County of Fresno

Date: December 11, 2018

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

By: 
Deputy

Fund 0001
Subclass 10000
Org 2540
Account 7345

SALE-PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

Exhibit "A"

Legal Description

For APN/Parcel ID(s): 313-280-40

Parcel B of Parcel Map No. 1144, In the COUNTY OF FRESNO, STATE OF CALIFORNIA, according to the map thereof in Book 5 Page 42 of Parcel Maps, Fresno County Records

EXCEPTING therefrom that portion deeded to the State of California, by Deed dated 09-08-1982 and Recorded 01-05-198 as Instrument No. 83-774, Official Records.

Exhibit 'B'
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:

APN 313-280-40

Parcel B of Parcel Map No. 1144, In the COUNTY OF FRESNO, STATE OF CALIFORNIA, according to the map thereof in Book 5 Page 42 of Parcel Maps, Fresno County Records

EXCEPTING therefrom that portion deeded to the State of California, by Deed dated 09-08-1982 and Recorded 01-05-198 as Instrument No. 83-774, Official Records.

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

Date: _____

Sal Quintero,
Chairperson of the Board of Supervisors
of the County of Fresno

Exhibit "C"
Items to be Removed by Seller
Prior to the Close of Escrow

Trees and Rocks to be removed by Seller at Seller's Expense displayed in the map below:

