



Board Agenda Item 9

DATE: December 4, 2018

TO: Board of Supervisors

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

SUBJECT: County Purchase of Land at W. Dan Ronquillo Dr. and S. West Ave.

RECOMMENDED ACTION(S):

1. **Approve the purchase by the County of the real property located at 310 South West Avenue, Fresno, CA 93706 (APN 458-060-72, which was recorded prior as APN 458-060-25T and 458-060-26T) and which is approximately 2.67 acres of vacant industrial real property (“Property”), from Seller, Gurinder S. Sira, for the purchase price of \$425,000, plus \$6,000 estimated closing costs.**
2. **Approve and authorize the Chairman to execute a Sale and Purchase Agreement and Escrow Instructions (“Purchase Agreement”) for the County’s purchase of the Property.**
3. **Authorize staff to undertake additional due diligence investigations, if needed, including any further environmental studies and appraisals of the Property, as deemed necessary or appropriate by staff, in connection with the County’s purchase of the Property.**
4. **Authorize and direct the Director of Internal Service/Chief Information Officer (Director of ISD/CIO), or his designee, to take any and all actions he deems necessary or appropriate, and in the best interest of the County, all of which shall be consistent with the Purchase Agreement, and the foregoing Board approvals and actions, to:**
 - a. **Open, carry out, and close escrow for the County’s purchase of the Property from Seller, deliver the County’s \$100,000 deposit, deliver the County’s acceptance of Seller’s Grant Deed at closing, and obtain title insurance in favor of the County for the Property in the amount of the purchase price of the Property;**
 - b. **Review, approve, execute and/or deliver any agreements (not including the Purchase agreement), documents, certificates, notices, and instruments, and any amendments to any of the foregoing (all of which shall be subject to prior review and approval thereof as to legal form by County Counsel, and, if applicable, as to accounting form by the County Auditor-Controller/Treasurer-Tax Collector), and take any other actions to initiate, carry out, and finalize the County’s purchase of the Property from the Seller; and**
 - c. **Perform any other obligations, or exercise any other rights, of County under the Purchase Agreement, or such other agreements, or documents, certificates, notices, or instruments, to finalize the County’s purchase of the Property.**
5. **Direct staff to initiate and pursue environmental review and the County land use entitlement process for the Property as the preferred site for a new regional permanent Environmental Compliance Center and conference and educational center, or other potential use by the**

County, promptly following the close of the sale of the Property, all pursuant to the California Environmental Quality Act (CEQA).

Approval of the Recommended Actions will authorize the County's acquisition of the Property at 310 South West Avenue, Fresno, CA 93706 for the sum of \$425,000. The Department of Public Works and Planning (the Department) adopted budget for 2018-19 includes an allocation of funds for the costs associated with the purchase of the Property, as preliminarily outlined below. The proposed purchase price of the Property (\$425,000) and the County's share of closing costs (estimated at \$6,000) would be financed with Solid Waste Surcharge Trust Fund monies. The Department has identified a potential use for the Property, which is to create new regional permanent Environmental Compliance Center and conference and educational center. The preliminary outline for such potential County use would be an approximately 20,000 square foot facility that would provide a safe and convenient means for Fresno County residents and small quantity business generators to dispose of household hazardous waste items not allowed for regular disposal, as well as a conference and educational center. If the County purchases the Property, any such potential use of the Property would be subject to the full environmental review under CEQA and the County's land use approval process.

ALTERNATIVE ACTION(S):

Your Board may decline approving the recommended actions in this item and direct the Department and the Internal Services Department (ISD) to continue to pursue other real property purchase opportunities. Non-approval of the recommended actions, however, would result in a lost opportunity to acquire an industrial property that may satisfy County needs.

FISCAL IMPACT:

There are no Net County Costs associated with the recommended actions. Both the proposed purchase price of the Property (\$425,000) and the County's share of closing costs (estimated at \$6,000) would be fully funded by the Solid Waste Surcharge Trust Fund, Fund 0701, Subclass 15001, Org 9015, Account 8150, Program 91440.

As discussed below, the Department of Public Works and Planning (Department) has included in its adopted budget for 2018-19 amounts for the purchase of the Property (\$425,000) and the County's share of closing costs (estimated at \$6,000) for potential improvements for the Property as a site for a new regional permanent Environmental Compliance Center and conference and educational center. Staff will return to your Board at a later time to request specific appropriations for necessary work once the scope of the project is identified and better estimated, if needed.

If, after undertaking the land use and environmental process, the County cannot use the site for a new regional permanent Environmental Compliance Center and conference and educational center, the County would need to replace the funds spent from the Solid Waste Surcharge Trust Fund for purchase price and closing costs with other available County funds, and pursue other options, including an alternate use, for the Property.

DISCUSSION:

Background:

The County is the Lead Agency and manages the Household Hazardous Waste (HHW) Facility regionally for the Assembly Bill (AB) 939 Memorandum of Understanding (MOU) Committee. This includes the responsibility to manage and operate the HHW Facility using regional funding. The HHW Facility is funded through a surcharge fee on each ton of landfilled solid waste generated in Fresno County. These monies are saved in the Solid Waste Surcharge Trust Fund, Fund 0701, Subclass 15001, Org 9015, Account 8150,

Program 91440. A portion of these monies, \$425,000 and the County's share of closing costs (estimated at \$6,000), will be used to purchase the Property.

The County's current HHW Facility is located within the footprint of the American Avenue Disposal Site (AADS). AADS will need the use of that land for future landfill capacity in approximately three to four years. Because there is no additional land available within AADS, the HHW Facility will require relocation outside the boundaries of AADS. Therefore, the Department and the Internal Services Department (ISD) have been searching for a new site for the HHW Facility, which will better serve the residents and small businesses within the major population center of Fresno County.

The Recommended Purchase Agreement:

Your Board's approval of the recommended Purchase Agreement, including related recommended actions (1-4, above), will allow the County's acquisition of the vacant industrial 2.67-acre lot at 310 South West Avenue, Fresno, CA 93706. The preliminary outline of a new potential new County use of the Property may include:

- A regional permanent Environmental Compliance Center;
- Conference and education center;
- A portable, modular office for staff;
- Several above-ground waste material storage containers, with secondary containment systems;
- Underground liquid retention tank; and
- Prefabricated restroom(s).

The recommended Purchase Agreement is not contingent on any type of County use of the Property following the County's purchase.

Staff will return to your Board following environmental review to request project-specific appropriations once the scope and estimates for the projects are fully developed, if needed.

Environmental Review:

Staff have identified the Property as the preferred site for the foregoing type of use of the Property. The County's acquisition of the Property is required before environmental review may be conducted on this preferred site for such potential use or other potential use by the County. The Department estimates it will take up to two years to conduct environmental review, develop, permit, design and initiate operations for the proposed facility and use of the Property.

Generally, the City would have exclusive jurisdiction over zoning and land use approval within its territorial limits. However, cities and counties are mutually exempt from each other's zoning regulations relative to real property that one such entity may own within the territorial limits of the other. Assuming the County acquires the Property, the County would, pursuant to Section 865 of the Zoning Division of the County of Fresno, obtain exclusive jurisdiction over zoning and land use approval for any potential use the County may consider. Based on these jurisdictional limitations, the earliest feasible time for the County to commence review pursuant to the California Environmental Quality Act (CEQA) would be after the County's acquisition of the Property.

As soon as practicable following the close of sale on the Property, staff would, upon your Board's authorization in recommended action 5, above, proceed with the appropriate land use approval process and related environmental review pursuant to CEQA. This CEQA review shall consider any feasible mitigation measures and alternatives, including the "no project" alternative.

The proposed County purchase of the Property is exempt from CEQA review. CEQA Guidelines, sections 15050(c), (2)(3) and 15378 state where an action is not a "project" meaning the whole of an action which

has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment), that action is not subject to CEQA. The recommended actions do not result in a direct or indirect change in the environment because nothing in the recommended Purchase Agreement commits or binds the County to any specific use of the Property. Pursuant to CEQA Guidelines, section 15004(b)(2)(A), the County has designated the Property as a preferred site for the foregoing type of use and has conditioned any future use of the Property on compliance with CEQA. Therefore, for purposes of this item, the proposed County acquisition is not considered the approval of a project under CEQA and is exempt from CEQA review. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c)(2)(3); 15378(a).)

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with the Clerk - Sale and Purchase Agreement and Escrow Instructions

CAO ANALYST:

Yussel Zalapa

**SALE AND PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS SALE AND PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made effective this 4th day of December, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("Buyer"), and Gurinder S. Sira, a married man ("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 represents to Buyer that Seller is the sole owner of fee title of that certain real property located at the street addresses of 310 South West Avenue, Fresno, CA 93706, County of Fresno, State of California, (New APN 458-060-72, which was recorded prior as APN 458-060-25T and 458-060-26T), which includes approximately 115,000 square feet of vacant land (according to the Assessor's Roll), and according to an appraisal performed by Tiffany Mach, MAI, and any and all other improvements to such 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 on the Closing Date (as defined in Section 6.05 hereinbelow).

- 1.02 Purchase Price. The "Purchase Price" shall be Four Hundred and Twenty-Five Thousand and no/100 Dollars (\$425,000.00) for the Real Property in "AS-IS" condition under Section 2.03 hereinbelow.
- 1.03 Buyer's Deposit. The Buyer shall deposit into Escrow with Escrow Holder (as defined in Section 6.01 herein) a good faith refundable deposit of \$100,000.00 ("Buyer's Deposit"). The Buyer's Deposit shall be held in an interest bearing account for the benefit of the Buyer. It is the intent of the parties that the Buyer's Deposit, together with interest thereon, shall be applied to the purchase price of the Real Property at the close of Escrow (as defined in Section 6.01 hereinbelow). In the event Buyer terminates this Agreement for the purchase of the Real Property prior to the expiration of Buyer's Due Diligence Period (as defined in Section 2.02 hereinbelow), the entire Buyer's Deposit plus accrued interest shall be refunded to Buyer.
- 1.04 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 at least three (3) business days before the Closing Date (as defined in Section 6.05 hereinbelow), immediately available cash funds equal to the difference between Buyer's Deposit, including any interest on the Buyer's Deposit, and the Purchase Price, plus Buyer's share of closing costs pursuant to this Agreement.

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 which Buyer is required to comply with up to the Closing Date, Buyer shall have the exclusive right to own and 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") acknowledge that Buyer commenced its inspection of the Real Property prior to Buyer's execution of this Agreement. Buyer shall have until February 2, 2019 (the "Due Diligence Period") to perform and complete all remaining due diligence regarding the Real Property, including: review of matters of title, inspection of the physical condition of the Real Property, obtaining an acceptable appraisal of the property, obtaining an acceptable Phase I and Phase II Environmental Site Assessment, and performing any other

inspections, reviewing any agreements relating to the Real Property, obtaining all necessary approvals from the Board of Supervisors and conducting other such due diligence as Buyer determines appropriate. At any time during the Due Diligence Period, at Buyer's sole discretion, Buyer shall have the right to terminate this Agreement without cause and to cancel said Escrow with no further obligation or offset. Upon Buyer's termination of this Agreement and cancellation of Escrow, the Buyer's Deposit plus any accrued interest thereon, shall be immediately refunded to Buyer (less Buyer's share, herein, of any required fees to Escrow Holder).

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, THABITABILITY, 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 only 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 public record.
 - (b) The lien for property taxes, assessments, fees and charges that are assessed but not yet delinquent, provided that all such taxes, assessments, fees and charges accrued as of the Closing Date shall be apportioned to and borne by Seller.
 - (c) All other exceptions to title reflected on a Preliminary Title Report prepared by Escrow Holder, and delivered to Buyer, 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)
 - 1) Buyer obtained a Preliminary Title Report prior to Buyer's execution of this Agreement and Seller has provided Buyer with a copy of that certain Preliminary Report, as Order No. 45001287-450-SM-MW1, dated September 27, 2018, 7:30 AM, which is incorporated by this reference;
 - 2) Buyer shall have until December 21, 2018 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 such title defect);
 - 3) Seller shall have until January 5, 2019 to cure any title defects to which Buyer has objected or to otherwise confirm to Buyer that such title defects shall be removed prior to the Close of Escrow; and
 - 4) If Seller fails to timely cure the defects by January 5, 2019, this Agreement shall terminate without liability on the part of either party. In such event, both parties shall be responsible for their respective shares, herein, of escrow costs as otherwise provided in Section 6.04 and 6.08 of this Agreement and Buyer shall be entitled to a full refund of the Buyer's Deposit less Buyer's share of escrow costs.
 - (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 ALTA 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"). Buyer shall bear the cost of the ALTA policy premium over and above the cost of a standard CLTA Owner's policy, including the cost of an ALTA survey necessary to issue the ALTA Extended Owner's policy.

- (c) Buyer shall cause Escrow Holder to issue a Final Title Report, with only Permitted Exceptions approved by Buyer, dated as of the Closing Date.

ARTICLE IV

COVENANTS, WARRANTIES, AND REPRESENTATIONS

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

- (a) Authority. Seller holds sole fee title ownership in the Real Property is as his sole and separate real property. As to Seller, no authorization, approval, filing, consent, qualification, registration, or other order of the State of California or authority or agency thereof, or other state or federal governmental authority or agency, is required for the valid authorization, execution, delivery and performance of this Agreement. Further, Seller covenants, represents and warrants that he is duly authorized to execute this Agreement on behalf of Seller, and that Seller has obtained the voluntary consent of his spouse, Kuldeep Kaur Maan, with respect to Seller's sale of the Real Property to Buyer, and Seller shall evidence such consent on the Grant Deed.
- (b) No Violation. Neither this Agreement nor anything provided to be done hereunder violates or will violate any contract, agreement or instrument whatsoever, including without limitation any laws, regulations, or policies relating to any financing, grant or award agreement or instrument, to which Seller is a party, bound or obligated thereto.
- (c) Governmental Violations. To the best of Seller's knowledge, Seller has no actual, current knowledge of any written notice of any

pending, threatened or unresolved violations of County, State, or Federal building, zoning, fire, or health codes or ordinances, or any other governmental law, regulation, rule or policy affecting Seller and concerning the Real Property; provided however, that Buyer acknowledges there was a Phase I Environmental Study completed by Buyer on October 18, 2018.

- (d) Eminent Domain. To the best of Seller's knowledge, Seller has no actual, current knowledge of any pending or threatened proceedings in eminent domain or otherwise that would affect the Real Property.
- (e) Litigation. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, Seller has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened against Seller involving or affecting the sale of the Real Property to Buyer, at law or in equity, before any court, administrative forum or governmental agency.
- (f) Encumbrances. 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. However, Seller acknowledges that there are, as of the Effective Date, liens and encumbrances placed on the Real Property, or a portion thereof, which are described as Exceptions 1-7 on the Preliminary Title Report, dated September 27, 2018, 7:30 AM, which shall be cured or removed as of 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) Known Inaccurate Representations. If Buyer becomes aware that any of the representations contained in this Section 4.01 are not true and correct as of the Closing Date ("Known Inaccurate Representations"), then Buyer may, at its option, (i) waive such misrepresentations and close this transaction, or (ii) unless Seller cures such misrepresentation to Buyer's reasonable satisfaction prior to the scheduled Closing Date, terminate this Agreement by written notice thereof to Seller and to Escrow Holder in which event the Buyer's Deposit plus accumulated interest shall be returned to Buyer and the parties shall have no further right or obligation hereunder. Buyer hereby acknowledges and agrees that, upon the Closing of Escrow, any claim of Buyer relating to any Known

Inaccurate Representations shall be automatically waived in full by Buyer.

- (i) Person By Which Knowledge is Measured. For purposes of Section 4.01(a)-(h), where knowledge of the Seller is referenced, it shall mean the present knowledge of Gurinder S. Sira.

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 Buyer's knowledge, after having conducted a reasonably diligent investigation, Buyer has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened in writing against Buyer involving the purchase of the Real Property from Seller, at law or in equity, before any court, administrative forum or governmental agency.
- (c) No Prospective Violations. To the best of Buyer's knowledge, Buyer has no current, actual knowledge, that the execution and delivery of this Agreement violates or will violate any contract, agreement or instrument to which Buyer is a party or bound. The Buyer is not using any loan or financing to purchase the Real Property.
- (d) Performance. Buyer shall timely perform and comply with all covenants and agreements herein, and shall satisfy all conditions, that Buyer is required to perform, comply with or satisfy under this Agreement.
- (e) For purposes of Section 4.02(a)-(d), where knowledge of the Buyer is referenced, it shall mean the present knowledge of the Buyer's representative who executes this Agreement on behalf of the Buyer.

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 Buyer's share of the Closing Costs (as defined in Section 6.04 hereinbelow) into Escrow (as defined in Section 6.01 hereinbelow) with Escrow Holder prior to Buyer's respective deadlines provided in Section 1.04 and Section 6.02(b) 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 as of the 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, which includes the voluntary consent of Seller's spouse with respect to the Seller's sale of the Real Property to Buyer, as required by Section 4.01(a) hereinabove.
- (b) Each of the representations and warranties of Seller contained in Section 4.01 and in any provision 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(b) herein in the condition described in Sections 3.01 and 3.02 hereinabove.
- (d) Buyer did not terminate Escrow, in its sole discretion, prior to the expiration of the Due Diligence Period as provided in Section 2.02.

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 their respective shares, herein, of the Closing Costs in accordance with Section 6.08 hereinbelow. 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 ("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 (or Counterparts thereof) shall be deposited with Escrow Holder and shall constitute escrow instructions to Escrow Holder concerning this transaction. Escrow Holder shall notify the Buyer and Seller, in writing, of the date of "Opening of Escrow."

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 two business days prior to the Closing Date: (i) a Title Policy with only the Permitted Exceptions; (ii) an executed and acknowledged original Grant Deed in the form attached hereto as Exhibit "B"; (iii) as necessary, Seller's share of the Closing Costs (as that term is defined in section 6.04 herein); and (iv) the keys, alarm codes and/or other instruments to enable access and possession of the Real Property by Buyer.

- (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 the 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 this Agreement.

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. 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) Seller shall bear the base cost of the CLTA Preliminary Title Report.
- (b) Buyer shall pay the premium costs for an ALTA policy and any endorsements which Buyer elects, in its discretion.
- (c) Recording fees, transfer taxes, and document preparation fees shall be paid by Buyer (100%). 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.
- (d) Escrow fees and any and all other costs necessary to achieve a successful closing of Escrow, including the cost of the Final Title Report, shall be paid 50% by Seller and 50% by Buyer.
- (e) All property taxes, assessments, fees and charges accrued as of the Closing Date shall be prorated to the Closing Date and paid by Seller.

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

- 6.05 Closing Date. Unless otherwise mutually extended or shortened by the Parties in writing, the closing of Escrow shall be on February 14, 2019 (the "Closing Date").
- 6.06 Procedure for Closing of Escrow. Escrow Holder shall close the Escrow by doing all of the following on the Closing Date:
- (a) Fully pay from funds deposited by Buyer and Seller, the Closing Costs to Escrow Holder;
 - (b) After payment of the Closing Costs to Escrow Holder, pay the balance of funds deposited by Buyer to the Seller.
 - (c) Record the Grant Deed in the Official records of Fresno County, return the recorded Grant Deed to Buyer, and provide conformed copies of such recorded document thereof to Seller;
 - (d) 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 of Escrow.
- 6.07 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 of Escrow, 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 Date, 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 Brokers. It is acknowledged by both Seller and Buyer that Newmark Grubb, Pearson Commercial (“Broker”), represents the Seller as Seller’s agent in this transaction. A Seller’s agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller’s agent has the following affirmative obligations: (1) To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with Seller, (2) To the Buyer and Seller: a. Diligent exercise of reasonable skills and care in performance of the agent’s duties, b. A duty of honest and fair dealing and good faith, and c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above. The Parties acknowledge that other than Broker, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. Buyer and Seller each represent and warrant to the other that they have not had any dealings with any person, firm, broker, or finder in connection with the negotiation of this Agreement and/or consummation of the purchase and sale contemplated herein, other than Broker, and no broker or other person, firm or entity is/are entitled to any commission or finder’s fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than Broker by reason of any dealings or act of the indemnifying Party. Upon successful conclusion to this transaction, any sale commission due to Broker shall be paid solely by Seller through escrow upon Closing, as per Seller’s separate listing agreement with Broker. Buyer shall not be responsible for (a) paying any sales commission, or making any other payment, to Broker, or (b) making any payment to Seller with respect to the Broker.

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 Parties as follows:

To Buyer: COUNTY OF FRESNO
Internal Services Department
333 Pontiac Way
Clovis, CA 93612
Attn: Robert W. Bash, Director of
Internal Services/Chief Information Officer

Telephone: (559) 600-5800

To Seller: Gurinder S. Sira
5383 W. Oswego Avenue
Fresno, CA 93722
Telephone: (559) 679-7717
Gfflogisticsinc@gmail.com

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 7.04 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. 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 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.

- (a) 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.
- (b) 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) and any conveyance or attempted conveyance of, grant of rights in or attempted grant of rights in, transfer of or attempted transfer (in any such event (s) whether voluntary or by operation of law) of 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 Seller (or anyone claiming by or through Seller), 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 whatsoever.

7.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless it would be unreasonable to do so in light of the object of this Agreement as a whole.

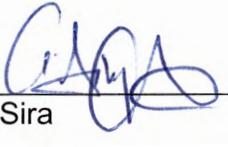
(Signature Page Follows)

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

SELLER:

BUYER

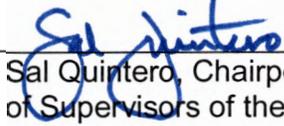
COUNTY:



Gurinder S. Sira

Date:

By:

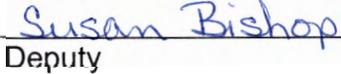


Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno

ATTEST:

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

By:


Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 1044
Account No.: 8300
Fund: 0035
Subclass: 10000

Exhibit A
Real Property Description

PARCEL
310 South West Avenue, Fresno, CA 93706



EXHIBIT A
LEGAL DESCRIPTION

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

PARCEL 1: APN 458-060-25T (OLD APN)

THAT PORTION OF LOT 2 IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS PER MAP OF, THE SUBDIVISION OF SAID SECTION RECORDED IN BOOK 2 OF PLATS AT PAGE 18, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT;

THENCE (1), ALONG THE SOUTH LINE OF SAID LOT NORTH 89° 57' 39" WEST, 33 FEET;

THENCE (2), NORTH 58° 50' 23" EAST, 38.61 FEET TO THE EAST LINE OF SAID LOT;

THENCE (3), ALONG SAID EAST LINE, SOUTH 0° 06' 28" WEST, 20 FEET TO THE POINT OF BEGINNING.

PARCEL 2: APN 458-060-26T (OLD APN)

THAT PORTION OF LOT 2 IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 2, PAGE 18 OF PLATS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT, 623.27 FEET TO THE NORTHEAST CORNER OF THE LAND CONVEYED TO THE CITY OF FRESNO, A MUNICIPAL CORPORATION BY DEED RECORDED IN BOOK 1906, PAGE 452 OF OFFICIAL RECORDS; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID CITY OF FRESNO LAND IN A DIRECT LINE TO A POINT ON THE SOUTH LINE OF SAID LOT, 224.6 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE EASTERLY ALONG SAID SOUTH LINE 224.6 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF LOT 2 IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT;

THENCE (1), ALONG THE SOUTH LINE OF SAID LOT, NORTH 89° 57' 39" WEST, 33.00 FEET;

THENCE (2), NORTH 58° 50' 23" EAST, 38.61 FEET TO THE EAST LINE OF SAID LOT;

THENCE (3), ALONG SAID EAST LINE, SOUTH 0° 06' 28" WEST, 20.00 FEET TO THE POINT OF BEGINNING, AS GRANTED TO THE STATE OF CALIFORNIA, BY DEED RECORDED AUGUST 6, 1973 IN BOOK 6197, PAGE 182, AND RE-RECORDED OCTOBER 9, 1973 IN BOOK 6221, PAGE 784 OF OFFICIAL RECORDS, DOCUMENT NO. 90342, FRESNO COUNTY RECORDS.

APN: **458-060-72 (old-458-060-26t & 25t)**

Exhibit B
Grant Deed

Recording Requested By:
When Recorded Mail To:
The County of Fresno
Internal Services Department
333 Pontiac Way
Clovis, CA 93612

Exempt from Recording Fees; Government
Code §§ 27383, 27388.1(a)(2)(D) (AB 110,
SB 2)

Grant Deed

(Fee Simple)

Gurinder S. Sira, a married man ("Grantor"), hereby grants, as his sole and separate real property, to the COUNTY OF FRESNO, a political subdivision of the State of California ("Grantee"), the real property in the City of Fresno, in the County of Fresno, State of California, described as follows:

Legal description attached as Exhibit 1 and incorporated by this reference.

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

GRANTOR:
Gurinder S. Sira, a married man

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

By: _____

Date: _____

CONSENT: I am the spouse of Grantor, Gurinder S. Sira, a married man, and I hereby give my voluntary consent to Grantor's sale of the herein described real property to Buyer.

By: _____

Name: Kuldeep Kaur Maan

Date: _____