

PURCHASE AGREEMENT

WITH ESCROW INSTRUCTIONS

BY AND BETWEEN

THE COUNTY OF TULARE

AND

THE WOODVILLE UNION SCHOOL DISTRICT

This PURCHASE AGREEMENT WITH ESCROW INSTRUCTIONS (hereinafter "**Agreement**") is made and effective _____, **2020** (the "Effective Date"), by and between the COUNTY OF TULARE (hereinafter the "**COUNTY**") and **THE WOODVILLE UNION SCHOOL DISTRICT** (hereinafter the "**DISTRICT**"). COUNTY and DISTRICT are each a "Party" and collectively are the "**Parties**" to this Agreement

RECITALS

This Agreement is made with reference to the following facts, understandings, and intentions of the Parties:

WHEREAS, COUNTY owns all of the legal and beneficial interests in the parcel of real property addressed as 16756 Avenue 168, Woodville, CA 93257 further identified as Assessor's Parcel Number (APN) 233-014-018, and commonly known as the Woodville Fire Station (the "**Property**"), as more particularly described in **Exhibit A**; and

WHEREAS, consistent with the COUNTY initiative to strategically develop vacant or underutilized County properties the Board of Supervisors (hereinafter the "Board") on October 22, 2019 determined the Property was surplus to the County's needs and declared its intent to sell the Property, and authorized the receipt of sealed bids no later than December 16, 2019 at 5:00 p.m.; and

WHEREAS, on November 19, 2019 the DISTRICT submitted a letter of interest to COUNTY and pursuant to Government Code §54223 COUNTY was required to enter into good faith negotiations with the DISTRICT for a period of 90 days; and

WHEREAS, on December 17, 2019 the Board declared sealed bids and called for oral bids, of which none were received; and

WHEREAS, COUNTY and DISTRICT have negotiated in good faith and now desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above-referenced facts, the mutual covenants of the Parties contained in this AGREEMENT and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purchase and Sale.

1.1. Agreement to Purchase and Sell. COUNTY agrees to sell to DISTRICT and DISTRICT agrees to purchase the Property from COUNTY for the Purchase Price and upon the terms and conditions hereinafter set forth in this Agreement.

2. Purchase Price and Terms of Payment.

2.1. Purchase Price. The Parties have agreed to a purchase price ("Purchase Price") of **FIVE THOUSAND DOLLARS (\$5,000)** for the Property.

2.2. Payment of Purchase Price. The Purchase Price shall be paid by DISTRICT as follows:

2.3. Initial Deposit. Within five (5) Business Days (defined below) after the Effective Date of this Agreement, DISTRICT shall deposit the amount of **ONE THOUSAND DOLLARS (\$1,000)** (the "**Initial Deposit**") with the Porterville, California office of First American Title Insurance Company, located at 484 N Prospect St. Suite C, Porterville, CA 93257, acting as escrow holder hereunder ("**Escrow Holder**"), in cash, by a confirmed wire transfer or other electronic transfer of immediately available funds. The Initial Deposit shall be refundable to DISTRICT until Five (5) business days before close of escrow ("**Closing Date**"). For purposes of this Agreement, the term "**Business Days**" means Mondays through Fridays and excludes Saturdays, Sundays, and public holidays.

2.4. Escrow Holder Custody and Disposition of Deposit. Escrow Holder shall place all the Deposit upon receipt in the Escrow Holder's trust account which is consistent with the timing requirements of this transaction and satisfactory to DISTRICT and COUNTY (the "**Escrow Account**"), pending disbursement in accordance with the terms of this Agreement.

2.5. Application of Deposit. The Deposit shall be credited and applied as follows: (a) if the Closing Date occurs, the Deposit shall be applied to the payment of the Purchase Price pursuant to Section 2.7 below; OR (b) if the Close of Escrow fails to occur as a result of a default by DISTRICT, the Deposit shall be disbursed by Escrow Holder to COUNTY, without the necessity of any further instructions, consent or approval of DISTRICT or any third party, and COUNTY shall have the

right to the Deposit as the liquidated damages pursuant to Section 7.1 below; OR (c) if the Close of Escrow fails to occur for any reason other than a default by DISTRICT, the Deposit shall be returned to DISTRICT and this Agreement shall terminate, except for the indemnification portions of this Agreement.

2.6. Closing Funds. No later than 10:00 a.m. (Pacific Time) on the Closing Date, DISTRICT shall deposit or cause to be deposited with Escrow Holder, in cash or by a confirmed wire transfer of immediately available funds, the sum of (a) an amount equal to the Purchase Price minus the Deposit (the "**Purchase Price Balance**"), plus (b) any amounts in addition to both of the Deposits and the Purchase Price Balance as are necessary to pay DISTRICT's share of closing costs, proration's and charges payable pursuant to this Agreement.

2.7. Taxes, Fees & Cost. The Parties agree that any taxes, fees or cost incurred in connection with this transaction shall be paid as follows:

2.7.1. The DISTRICT is exempt from certain charges such as recording fees and documentary transfer taxes pursuant to Section 27383 of the Government Code;

2.7.2. To the extent not otherwise completed, the Escrow Holder shall comply with the provisions of California Revenue and Taxation Code sections 5081, et seq. regarding cancellation of taxes on exempt property. In no event shall taxes be collected, or collectible, from DISTRICT. All other utilities, special assessments (if any) and any other matters typically prorated in the area where the Property is located shall be prorated between COUNTY and DISTRICT as of the Closing Date. All proration's shall be based on the last available bill and COUNTY and DISTRICT each acknowledge and agree that there will be no readjustment or re-proration of utilities and/or assessments after Closing.

2.7.3. DISTRICT and COUNTY shall share (50/50) the cost of all closing charges of the Escrow Holder and the Title Company (as defined below), excluding, however, any title insurance premiums or costs, which costs shall be paid in accordance with Section 5.4 below;

2.7.4. COUNTY shall pay for all recording costs;

2.7.5. DISTRICT and COUNTY shall pay their own attorney's, consultant's fees and expenses incurred with respect to this transaction. DISTRICT and COUNTY represent that neither party is represented by a realtor or broker, and no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with this Agreement, except as provided herein.

2.7.6. Insurance premiums (if any) for property, liability, or fire insurance on the Property shall not be prorated. All such existing insurance policies (if any) shall be canceled

at time of Closing and DISTRICT acknowledges and agrees that COUNTY cannot endorse any such existing insurance policies to DISTRICT; and

2.7.7. All costs and expenses incident to this transaction and the closing thereof, and not specifically described above, shall be paid by the Party incurring the same.

3. Development of Property.

3.1. The Project. DISTRICT shall develop the Property as a library, community learning center or educational building (the "Project").

3.2. Permits. DISTRICT shall initiate and diligently pursue, at DISTRICT's expense, its application for any required permits from the County of Tulare for the Project.

3.3. Development Expenses. The Parties acknowledge that any expenses incurred as a result of the requirements of this Section 3 shall, as between the Parties, be the sole obligation of the DISTRICT as identified herein, even if the proposed disposition does not close Escrow for any reason whatsoever.

3.4. Right of First Refusal. DISTRICT grants to COUNTY a right of first refusal ("ROFR") to reacquire the Property, at the appraised value at the time of reacquisition, in the event that the DISTRICT decides to sell the Property or any excess portions of the Property.

3.5. Rescission. The obligations of this section 3 are part of DISTRICT's consideration for the purchase of the Property, shall survive the Close of Escrow and completion of the Project, continue in perpetuity, the violation of which will entitle COUNTY to rescind the sale of the Property hereunder in accordance with California Civil Code section 1688 et seq.

4. Title

4.1. Title Objections. DISTRICT shall have until **fifteen (15) days before the Closing Date ("Title Notice Deadline")** to either approve in writing of the exceptions to title and other matters contained in title documents or to deliver written notice to COUNTY and Escrow Holder (the "**Title Objection Notice**") specifying any title objections or other matters in the Title Documents to which DISTRICT objects or conditionally approves (collectively, "**Title Objections**"). DISTRICT's failure to timely deliver a Title Objection Notice shall be deemed to be DISTRICT's unconditional approval of the condition of title and all matters of title set forth in the Title Documents. COUNTY shall have five (5) Business Days after receipt of the Title Objection Letter, but not later than ten (10) Business Days prior to the Due Diligence Deadline, to elect, in COUNTY's sole discretion, by written notice to DISTRICT and Escrow Holder (the "**Title Response Notice**") to either (a) attempt to remove or cure some or all of the Title Objections (or to satisfy the conditions of DISTRICT's approval thereof) prior to the Closing Date (in each case, a "**Cure**"),

or (b) advise DISTRICT that COUNTY is unable or unwilling to attempt to Cure any or all of the Title Objections. The Escrow Period and Closing Date shall be extended proportionately to the amount of time required for COUNTY to Cure. COUNTY may Cure any Title Objection by causing the Title Company to endorse or insure over such Title Objection in a manner reasonably acceptable to DISTRICT. If COUNTY fails to timely deliver to DISTRICT the Title Response Notice, it shall be conclusively deemed that COUNTY has informed DISTRICT that COUNTY is unable or unwilling to attempt to cure any of the Title Objections. If COUNTY advises DISTRICT in COUNTY's Title Response Notice (or is deemed to have advised DISTRICT) that COUNTY is unable or unwilling to attempt to Cure any or all of the Title Objections, then DISTRICT shall have until five (5) days before the Closing Date (as extended, if applicable) to either terminate this Agreement or to waive such Title Objections pursuant to an Approval Notice delivered to COUNTY and Escrow Holder in accordance with Section 4.3 below. Notwithstanding anything to the contrary contained in this Agreement, DISTRICT's delivery of an Approval Notice to COUNTY pursuant to Section 4.5 below shall be deemed to be DISTRICT's election to waive all Title Objections with respect to the Title Documents and DISTRICT's approval of the Title Documents and all title exceptions and other matters disclosed thereby (other than those Title Objections which COUNTY has expressly elected to Cure).

4.1.1. COUNTY's Cure of Title Objections. COUNTY's election pursuant to any Title Response Notice to attempt to Cure any Title Objection shall be at COUNTY's sole option and discretion; it being understood COUNTY has no obligation to Cure any Title Objections other than as expressly provided in Section 4.1.2 below as to COUNTY Monetary Liens. If COUNTY does not elect to attempt to Cure any Title Objection, or if DISTRICT fails to reasonably approve COUNTY's election to Cure any Title Objection by COUNTY's causing the Title Company to endorse or insure over such Title Objection or if COUNTY elects to attempt to Cure any Title Objection but COUNTY is thereafter unable to Cure such Title Objection by the Closing Date (defined below), or any extension thereof, then in each instance DISTRICT's sole recourse shall be to either: (a) terminate this Agreement, in which event (i) the Deposits (to the extent made by DISTRICT) shall be promptly returned to DISTRICT, and (ii) except for the Surviving Obligations, neither COUNTY or DISTRICT shall have any further liability or obligation to the other under this Agreement, or (b) proceed to the Close of Escrow under this Agreement and take title to the Property subject to such Title Objections which have not been Cured without any reduction in the Purchase Price, in which case such Title Objections which have not been Cured shall become "**Permitted Title Exceptions.**"

4.1.2. COUNTY Monetary Liens. Notwithstanding anything to the contrary set forth above in this Section 4.1.1, COUNTY shall remove all COUNTY Monetary Liens as title exceptions from the Title Company on or before the Close of Escrow; provided, however, any COUNTY Monetary Liens may be contested by COUNTY so long as COUNTY causes such COUNTY Monetary Liens to be removed as exceptions to coverage in the Title Policy (defined below) by providing the Title Company with an indemnity or other security. As used herein, "**COUNTY Monetary Liens**" means any deed of trust or mortgage which secures payment of a loan obtained

by COUNTY, and “**Title Policy**” means an owner’s policy of title insurance to be issued by the Title Company at the Close of Escrow in the amount of the Purchase Price in accordance with section 6.4 below.

4.2. Physical Inspections.

4.2.1. Inspections, Tests and Studies. After DISTRICT has provided to COUNTY a certificate of insurance(s) evidencing procurement of a commercial general liability insurance policy acceptable to COUNTY and covering the activities of DISTRICT and DISTRICT’s agents, consultants, representatives and/or contractors, then COUNTY shall permit DISTRICT and DISTRICT’s authorized agents, consultants, representatives and contractors to enter upon the Property during reasonable business hours to make and conduct such reasonable non-invasive environmental evaluations and other non-invasive inspections, investigations, tests and studies of the physical condition of the Property, including a “Phase I” environmental assessment or routine building inspection, as DISTRICT may elect to make or obtain prior to the Closing Date. Any evaluations, inspections, investigations, tests or studies made or conducted by or on behalf of DISTRICT or any of DISTRICT’s agents, consultants, representatives or contractors with respect to the Property and any entries by DISTRICT or DISTRICT’s agents, consultants, representatives or contractors in, on or about the Property are referred to herein collectively as the “**DISTRICT’s Property Investigations**”. Notwithstanding anything to the contrary contained in this Agreement, DISTRICT shall not be permitted to undertake any invasive, intrusive or destructive investigation, testing or study of the Property, including any “Phase II” environmental assessment or audit or any testing or sampling of the soil, surface water, groundwater, air or mold, without in each instance first providing written notice to COUNTY describing the proposed test, which shall then have five (5) business days to object in writing to the proposed test.

4.2.2. Approval or Disapproval of Inspections, Tests and Studies. DISTRICT shall have until the Closing Date to approve in DISTRICT’s sole and absolute discretion the results of any DISTRICT’s Property Investigations as DISTRICT deems appropriate to have made or performed by delivering an Approval Notice to COUNTY and Escrow Holder. DISTRICT’s failure to deliver an Approval Notice to COUNTY and Escrow Holder prior to the Due Diligence Deadline shall be deemed to be DISTRICT’s disapproval of the DISTRICT’s Property Inspections and this Due Diligence Condition set forth in this Section 4.3.2 shall be deemed to have failed, and DISTRICT shall be deemed to have elected to terminate this Agreement pursuant to Section 4.3 below.

4.3. Disapproval or Approval of Property; Agreement Termination Notice. If, for any reason or no reason whatsoever, any of DISTRICT’s findings after any Physical Inspections are unsatisfactory in DISTRICT’s sole and absolute discretion or DISTRICT is not satisfied with any aspect of the Property, including the title issues, or the condition and suitability of the Property for DISTRICT’s contemplated ownership and use thereof, then DISTRICT may, at DISTRICT’s sole option, elect to terminate this Agreement by delivering a written notice of termination (“**Termination Notice**”) to COUNTY and Escrow Holder five (5) days prior to the Closing Date. If

DISTRICT delivers such a Termination Notice to COUNTY and Escrow Holder, then (i) this Agreement shall automatically terminate, (ii) Escrow Holder shall return the Deposits to DISTRICT without the necessity of any escrow cancellation or other instructions, consent or approval of COUNTY or any third party, and (iii) neither DISTRICT nor COUNTY shall have any further rights or obligations under this Agreement, except for the Surviving Obligations.

4.4. Investigations, Obligations and Indemnity.

4.4.1. Inspection Obligations. DISTRICT agrees that when entering the Property and conducting any investigations, inspections, tests and studies of the Property, DISTRICT and DISTRICT's agents, consultants, representatives and contractors shall be obligated to: (a) comply in all material respects with all terms of all applicable laws and regulations regarding entry to the Property; (b) not disturb the tenants or other occupants of the Property; (c) not damage any part of the Property, including any personal property owned or held by the tenants or any other occupants of the Property, or their respective agents, contractors and employees, or any other third party; (d) not injure or otherwise cause bodily harm to COUNTY's employees, the tenants or other occupants of the Property or any other third party; (e) promptly pay when due all costs incurred by DISTRICT with regard to all inspections, tests, investigations, studies and examinations of the Property performed by or on behalf of DISTRICT; (f) not permit any labor or materials liens to attach to the Property or any adjacent property by reason of the inspections, tests, investigations, studies and examinations performed by DISTRICT and DISTRICT's agents, consultants, representatives, and contractors, and promptly remove or cause to be removed (by bonding or otherwise) any such liens which attach (or purport to attach) to the Property or any adjacent property; (g) maintain commercial general liability (occurrence) E with a combined single liability limit per occurrence in the amount of Two Million Dollars (\$2,000,000) covering any accident arising in connection with the actions of DISTRICT and DISTRICT's agents, consultants, representatives and contractors on the Property and deliver a certificate of insurance verifying such coverage to COUNTY prior to any entry upon the Property (such insurance policy maintained by or on behalf of DISTRICT shall insure the contractual liability of DISTRICT covering the indemnities herein and shall (1) name COUNTY (and COUNTY's successors, assigns and affiliates) as additional insureds, and (2) contain a cross-liability provision; (h) substantially restore the Property to the condition in which the same was found before any such inspections, tests or studies were undertaken; and (i) comply with the terms and provisions of Section 4.3.1.

4.4.2. Indemnity. To the fullest extent permitted by law, DISTRICT will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, the death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from DISTRICT's or DISTRICT's agents', employees', or contractors,' negligent or intentionally wrongful acts or

omissions with respect to the Premises. DISTRICT's obligation will continue beyond the Closing Date as to any act or omission which occurred during the steps leading to the Closing Date of this Agreement.

To the fullest extent permitted by law, COUNTY will hold harmless, defend and indemnify DISTRICT and its officers, agents, volunteers, contractors and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, the death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by COUNTY, or under other applicable statute or ordinance; or resulting from COUNTY's or COUNTY's agents', employees', or contractors,' negligent or intentionally wrongful acts or omissions with respect to the Premises. COUNTY's obligation will continue beyond the Closing Date as to any act or omission which occurred during steps leading to the Closing Date of this Agreement.

5. Escrow.

5.1. Establishment of Escrow. Upon execution of this Agreement by both DISTRICT and COUNTY, the Parties hereto shall deposit a copy of a fully-executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated by this Agreement. For purposes of this Agreement, the Escrow shall be deemed opened (the "**Opening of Escrow**") on the date Escrow Holder shall have received both a fully executed original or originally executed counterparts of this Agreement from both COUNTY and DISTRICT. DISTRICT and COUNTY shall use their commercially reasonable efforts to cause the Opening of Escrow to occur no later than one (1) Business Day following the Effective Date. Escrow Holder shall promptly notify DISTRICT and COUNTY in writing of the date of the Opening of Escrow. COUNTY and DISTRICT agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any such additional or supplementary escrow instructions, the terms of this Agreement shall control.

5.2. Close of Escrow.

5.2.1. Close of Escrow. As used in this Agreement, the "**Close of Escrow**" shall mean the consummation of the purchase and sale transaction contemplated by this Agreement, as evidenced by Escrow Holder's commitment to record the Grant Deed in the Official Records of Tulare County, California (the "**Official Records**"), the delivery of the entire amount of the Purchase Price to COUNTY, and the Title Company's commitment to issue the Title Policy in favor of DISTRICT or its assignees. The Close of Escrow shall occur on the Closing Date in the Escrow through the offices of Escrow Holder. Each Party shall timely deposit with Escrow Holder the funds, documents and supplementary written escrow instructions required by this

Agreement in order to consummate the Close of Escrow for the sale and transfer of the Property in accordance with this Agreement.

5.2.2. Closing Date. The Close of Escrow shall occur no later than forty-five (45) days after the Agreement is fully executed (the “**Closing Date**”), unless otherwise extended pursuant to the terms of this Agreement. Time is of the essence with respect to such Closing Date, and such Closing Date may not be extended, except as otherwise provided in this Agreement, without the prior written approval of both COUNTY and DISTRICT.

5.2.3. Possession. At the Close of Escrow, COUNTY shall deliver possession of the Property to DISTRICT subject to the rights of the occupants in possession, and the Permitted Title Exceptions.

5.2.4. Title Vesting. At the Close of Escrow, Title shall vest in DISTRICT or its assignees, subject to the covenants and conditions agreed to herein.

5.3. Closing Deliveries.

5.3.1. COUNTY’s Closing Documents. Upon the Close of Escrow, COUNTY shall deliver to Escrow Holder for delivery to DISTRICT, as applicable, all of the following documents (collectively, the “**COUNTY Closing Documents**”): (a) a grant deed in substantially the form attached as **Exhibit “B”** hereto (the “**Grant Deed**”), executed and acknowledged by COUNTY; (b) evidence of the existence, organization and authority of COUNTY and of the authority of the person executing documents on behalf of COUNTY reasonably satisfactory to the Title Company; (c) all written disclosures required by law, (d) such other documents as may be reasonably required by Escrow Holder or the Title Company (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of COUNTY or result in any new or additional obligation, covenant, representation or warranty of COUNTY under this Agreement beyond those expressly set forth in this Agreement).

5.3.2. DISTRICT’s Closing Documents. At the Close of Escrow, in addition to the Deposits, the Purchase Price Balance and DISTRICT’s delivery of any additional funds necessary to pay DISTRICT’s share of prorations and closing costs hereunder, DISTRICT shall deliver the following documents (collectively, the “**DISTRICT Closing Documents**”) to Escrow Holder for delivery to COUNTY upon the Close of Escrow: (a) evidence of the existence, organization and authority of DISTRICT and of the authority of the person(s) executing documents on behalf of DISTRICT reasonably satisfactory to the Title Company; (b) such reasonable and customary documents and other information as may be required to exempt the recordation of the Grant Deed and the conveyance of the Property from payment of Documentary Transfer Tax; (c) executed certificate of acceptance in the form attached hereto as **Exhibit “C;”** and (d) such other documents as may be reasonably required by Escrow Holder or the Title Company.

5.4. Closing Costs.

5.4.1. COUNTY's Closing Costs. COUNTY shall pay (a) the basic premium for a CLTA standard coverage owner's policy of title insurance with respect to the Title Policy, as well as any additional costs to insure title pursuant to COUNTY's Cure of any Title Objections; (b) all legal and professional fees and fees of other consultants incurred by COUNTY; (c) COUNTY's share of all Escrow fees and Escrow costs related to the purchase and sale of the Property; and (d) all fees of the Title Company (or other qualified expert) for acting as the Natural Hazard Expert for COUNTY's delivery of a Natural Hazard Disclosure Statement.

5.4.2. DISTRICT's Closing Costs. DISTRICT shall pay (a) the cost of the Title Policy in excess of the basic premium for a CLTA standard coverage owner's policy of title insurance, except to the extent the excess is due to COUNTY's Cure of any Title Objections, (b) the cost of any endorsements to the Title Policy, (c) the cost of any title insurance coverage required by DISTRICT's lender or any other party in connection with any funding appropriation, grant, loan or other financing obtained by DISTRICT, (d) all legal and professional fees and fees of other consultants incurred by DISTRICT, (e) District's share of all Escrow fees and Escrow costs related to the purchase and sale of the Property, and (f) all fees, costs, charges, points, title insurance premiums, recording fees and other costs and expenses of any loan or other financing obtained by DISTRICT.

5.5. Prorations.

5.5.1. General. The following items set forth below in this Section 5.5 are to be adjusted and prorated between COUNTY and DISTRICT as of 11:59 p.m. (Pacific Time) on the day immediately preceding the day upon which the Close of Escrow occurs (the "**Adjustment Time**"). Such adjustments and prorations shall be calculated on the actual days of the applicable month in which the Close of Escrow occurs and all annual prorations shall be based upon a three hundred sixty-five (365)-day year. The net amount resulting from the prorations and adjustments provided for in this Section 5.5, along with the allocation of closing costs in accordance with Section 5.4 above, shall be added to (if such net amount is in COUNTY's favor) or deducted from (if such net amount is in DISTRICT's favor) the funds to be delivered at Close of Escrow by DISTRICT in payment of the Purchase Price. Any other closing prorations and adjustments which are customarily made in similar commercial real estate sales transactions and are not addressed in this Section 5.5 shall be made between DISTRICT and COUNTY in accordance with the customary practice for commercial real estate transactions in Tulare County, California. All provisions of this Section 5.5 shall survive the Close of Escrow and the recordation of the Grant Deed for a period of six (6) months following the Close of Escrow, and shall not merge into the Grant Deed and the other documents and instruments delivered at Close of Escrow, but shall terminate upon the expiration of such six (6) month period.

6. Representations, Warranties and Covenants.

6.1. COUNTY's Representations and Warranties. County represents and warrants to DISTRICT that the following matters set forth below in this Section 6.1 are true and correct as of the Effective Date. Subject to Section 6.1.1 below, the representations and warranties in this Section 6.1 will be deemed to be remade by COUNTY as of the Close of Escrow as the facts then exist.

6.1.1. Authority. COUNTY has the legal right, power and authority to enter into this Agreement and the COUNTY Closing Documents required to be delivered by COUNTY pursuant to the terms of Section 6.3.1 above and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and the COUNTY Closing Documents by COUNTY have been, or as the Close of Escrow will be, duly authorized and no other action by COUNTY (including any vote or approval by the Board of Supervisors of COUNTY) is or will be requisite to the valid and binding execution, delivery and performance of this Agreement and the COUNTY Closing Documents. This Agreement has been, and the COUNTY Closing Documents have been or as of the Close of Escrow will be, duly executed by COUNTY and this Agreement is, and the COUNTY Closing Documents when executed and delivered by COUNTY will be, legal, valid and binding obligations of COUNTY, enforceable against COUNTY in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization and other similar laws affecting the rights of creditors generally and general principles of equity.

6.1.2. Pending Actions. There is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending or, to COUNTY's knowledge, threatened against the Property or the transaction contemplated by this Agreement.

6.1.3. Operating Agreements. There are no service contracts, maintenance contracts, management contracts, contracts for the purchase of goods or services or other contracts relating to the upkeep, repair, maintenance or operation of the Property by which COUNTY is bound which shall survive the Closing and which are to be assigned to DISTRICT.

6.1.4. Contractors/Employees. There are no contractors or employees who are employed by COUNTY in the operation, management or maintenance of the Property whose employment will bind DISTRICT after the Closing. On and after the Closing, there will be no obligations concerning any pre-Closing employees of COUNTY which will be binding upon DISTRICT or the Property.

6.1.5. Environmental Condition. To COUNTY's actual knowledge, other than as disclosed below, (1) the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including but not limited to soil and groundwater conditions, and (2) neither COUNTY nor any other person has used, generated, manufactured, stored or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Substances") except in the normal course of farming operations which have occurred on the Land for many years, to the extent such farming practices are consistent with

applicable laws and local custom. For the purpose of this Agreement, Hazardous Substances include, without limitation, oil, natural gas or other petroleum or hydrocarbon substances; substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” “extremely hazardous wastes” or “restricted hazardous wastes” or stated to be known to cause cancer or reproductive toxicity under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317, et seq.; the California Hazardous Substance Act, Health and Safety Code sections 28740, et seq.; the California Hazardous Waste Control Act, Health and Safety Code sections 25100, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code sections 24249.5, et seq.; the Porter-Cologne Water Quality Act, Water Code sections 1300, et seq.; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws.

6.2. DISTRICT’s Representations and Warranties. DISTRICT represents and warrants to COUNTY that the following matters are true and correct as of the Effective Date and will also be true and correct as of the Close of Escrow:

6.2.1. Authority. DISTRICT has the legal right, power and authority to enter into this Agreement and the DISTRICT Closing Documents required to be delivered by DISTRICT pursuant to Section 6.3.2 above and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and the DISTRICT Closing Documents by DISTRICT have been duly authorized and no other action by DISTRICT (including any vote or approval by the Board of Directors of DISTRICT) is or will be requisite to the valid and binding execution, delivery and performance of this Agreement and the DISTRICT Closing Documents.

6.3. Survival. The representations and warranties of COUNTY and the representations and warranties of DISTRICT shall survive the Close of Escrow indefinitely.

7. Terminations and Remedies.

7.1. COUNTY’s Remedies. If the Close of Escrow fails to occur as a result of a default by DISTRICT hereunder, then COUNTY shall be released from COUNTY’s obligation to sell the Property to DISTRICT and COUNTY shall be entitled to retain the Deposit as liquidated damages. DISTRICT and COUNTY hereby acknowledge and agree that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by COUNTY as a result of such default by DISTRICT, and agree that the Deposit is a reasonable approximation thereof. Accordingly, in the event that DISTRICT breaches this Agreement by defaulting in the completion of the purchase of the Property, the Deposit shall constitute and be deemed to be the agreed and liquidated damages of COUNTY, and shall be paid by DISTRICT to COUNTY as

COUNTY's sole and exclusive remedy. COUNTY agrees to waive all other remedies against DISTRICT which COUNTY might otherwise have at law or in equity by reason of such default by DISTRICT; provided, however, the foregoing shall not apply to or limit COUNTY's rights or remedies, and shall not liquidate DISTRICT's liability for, (a) any breach by DISTRICT under this Agreement other than a breach by DISTRICT which causes the Close of Escrow to fail to occur, (b) the ability and right of COUNTY to enforce the Surviving Obligations, including indemnity obligations. The payment of the Deposit as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to COUNTY pursuant to California civil code sections 1671, 1676 and 1677.

(COUNTY'S Initials)

(DISTRICT'S Initials)


7.2. DISTRICT's Remedies. If the Close of Escrow fails to occur as a result of a default by COUNTY hereunder, then DISTRICT shall be entitled to elect, as DISTRICT's sole remedy, either to: (a) terminate this Agreement by giving COUNTY and Escrow Holder timely written notice at or prior to the Close of Escrow, and upon such termination, all of the Deposits (to the extent made by DISTRICT) shall be returned to DISTRICT; or (b) pursue the specific performance of this Agreement but only if DISTRICT has tendered full performance of DISTRICT's obligations under this Agreement including being ready, willing and able to deposit the Purchase Price or balance thereof into escrow hereunder. In the event DISTRICT elects to terminate this Agreement pursuant to COUNTY's breach of any provision herein or COUNTY's inability to close Escrow, COUNTY shall also be liable for and pay all Escrow costs and fees, including cancellation fees of Escrow Holder.

8. Condition of Property. DISTRICT acknowledges and agrees that the Property shall be conveyed "as-is", in its current physical condition, with no warranties, express or implied, except as stated in Section 6.1, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any hazardous materials thereon or therein, and any other matters affecting the Property. DISTRICT hereby waives, releases, remises, acquits and forever discharges COUNTY, its officers, employees, and agents of and from any and all suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or in equity, known or unknown, which DISTRICT ever had, now has, hereafter can, shall or may have or acquire or possess or arising out of or in any way connected with directly or indirectly out of, or in any way connected with, based upon, arising out of the condition, status, quality, nature, contamination or environmental state of the Property as of the Close of Escrow. This release includes claims against COUNTY arising under The Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended ("CERCLA"), and Resource Conservation and Recovery Act ("RCRA"), and companion state laws, and state and federal common law, but is not intended to diminish, extinguish or interfere with claims against third parties who may be deemed Responsible or Liable parties

under same. It is the intention of this Agreement that except as otherwise expressly set forth herein, any and all responsibilities and obligations of COUNTY to DISTRICT, and any and all rights or claims of DISTRICT, its successors and assigns and affiliated entities, as against COUNTY arising by virtue of the physical or environmental condition of the Property are by this release provision declared null and void and of no present or future effect as to such parties; provided, that notwithstanding any other provision of this Section, nothing contained in this Section shall be deemed to create an obligation on the part of DISTRICT to indemnify, defend or hold harmless COUNTY or its directors, officers, shareholders, employees, or agents, or their respective heirs, successors, personal representatives and assigns, from or against any suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees or expenses of whatever kind and nature, in law or in equity, brought or asserted by any third party against COUNTY. With respect to the matters released pursuant to this Section, DISTRICT, for itself and its successors, assigns, and affiliated entities agrees to and does hereby waive the benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

(COUNTY'S Initials)



(DISTRICT's Initials)

9. **INTENTIONALLY OMITTED**

10. **Miscellaneous.**

10.1. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by U.S. mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery. Such notices shall be sent to the Parties at the following addresses, or such other address as may otherwise be indicated by any such Party in writing. Notices shall be effective upon actual receipt, or when receipt is refused.

If to COUNTY: County of Tulare, Board of Supervisors
2800 W. Burrel Avenue
Visalia, California 93291-4544

and a copy to: Tulare County General Services Agency
Attn: Property Management
2637 W. Burrel Avenue, Ste 200
Visalia, California 93291

If to DISTRICT: Woodville Union School District
16541 Road 164
Woodville, CA 93257

and a copy to: N/A

10.2. Entire Agreement. This Agreement constitutes the entire understanding of the Parties and all prior agreements, representations, and understandings between the Parties, whether oral or written, are deemed null and void, all of the foregoing having been merged into this Agreement. The Parties acknowledge that each Party and such Party's counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either Party in connection with this Agreement.

10.3. Headings. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

10.4. Exhibits and Recitals. The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

10.5. No Third-Party Beneficiaries Intended. Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

10.6. Further Assurances. Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

10.7 Surviving Obligations. The terms and conditions of sections 3.4, 3.5, 6, 8, and 10 shall survive the termination of this Agreement or the Close of Escrow, as the case may be.

10.8 Counterparts. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

10.9 Assignment. This Agreement will inure to the benefit of and be binding on the parties to this Agreement and their respective successors and assigns. DISTRICT will have the absolute right to assign all or any portion of its interest in this Agreement, provided that DISTRICT

gives written notice of such assignment to COUNTY before the Closing Date. Notwithstanding the foregoing or any contrary provision herein, the rights of COUNTY under Sections 3.4 are non-assignable and non-transferable, and shall not otherwise inure to the benefit of any assignee or successor of COUNTY, or any third party whatsoever.

10.10 Governing Law. This Agreement will be governed by and interpreted under the laws of the State of California.

[REMAINDER OF PAGE LEFT INENTIONALLY BLANK. SIGNATURES ON NEXT PAGE]

THE PARTIES, having read and considered the above provisions, indicate their Agreement by their authorized signatures below.

Date: 8/21/20

WOODVILLE UNION SCHOOL DISTRICT

By: [Signature]

Printed Name: Diane Douglas Matney

Title: BOARD PRESIDENT

COUNTY OF TULARE

Date: 8/21/20

BY _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By _____
Deputy
Matter No. 2020418

EXHIBIT A
Legal Description of Real Property

PARCEL 1:

THAT PARCEL OF LAND BEGINNING AT A POINT SIXTEEN AND ONE-FOURTH (16 ¼) RODS WEST FROM THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE NORTH 16 RODS, THENCE WEST 60 FEET, THENCE SOUTH 16 RODS, THENCE EAST 60 FEET TO THE POINT OF BEGINNING, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

EXCEPTING THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 268.125 FEET WEST AND 174 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE POINT OF BEGINNING; THENCE NORTH ALONG THE EAST BOUNDARY OF THE CALIFORNIA DIVISION OF FORESTRY'S WOODVILLE FIRE STATION 90 FEET; THENCE WEST 60 FEET; THENCE SOUTH ALONG THE WEST BOUNDARY OF THE CALIFORNIA DIVISION OF FORESTRY'S WOODVILLE FIRE STATION 90 FEET; THENCE EAST 60 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PARCEL OF LAND BEGINNING AT A POINT 268.125 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE NORTH ALONG THE WEST LINE OF THE CALIFORNIA DIVISION OF FORESTRY'S WOODVILLE FIRE STATION 174 FEET, THENCE WEST 20 FEET, THENCE SOUTH 174 FEET; THENCE EAST 20 FEET TO THE POINT OF BEGINNING.

APN: 233-014-018

**EXHIBIT B
Grant Deed**

Recording Requested by:
First American Title Company

When recorded, mail to:
Woodville Union School District
16541 Road 164
Porterville, CA 93257

(This space for Recorders use only.)

No recording fee required, this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. APN 233-014-018 (portion of) GS PM 20-10

GRANT DEED

The undersigned grantor declares

- This transfer is exempt from the documentary transfer tax.
"The value of the property in this conveyance, exclusive of liens and encumbrances is \$100 or less, and there is no additional consideration received by the grantor, R & T 11911."
- The documentary transfer tax is \$ _____ and is computed on:
- the full value of the interest or property conveyed.
- the full value less the liens or encumbrances remaining thereon at the time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **COUNTY OF TULARE** hereby **GRANT(S)** to the **Woodville Union School District** the following described real property situated in the County of Tulare, State of California:

See Attachment I

Dated this _____ day of _____, 2020

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Tulare)

On _____, before me _____, a Notary Public,
personally appeared _____

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

Attachment I

Legal Description

PARCEL 1:

THAT PARCEL OF LAND BEGINNING AT A POINT SIXTEEN AND ONE-FOURTH (16 ¼) RODS WEST FROM THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE NORTH 16 RODS, THENCE WEST 60 FEET, THENCE SOUTH 16 RODS, THENCE EAST 60 FEET TO THE POINT OF BEGINNING, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA.

EXCEPTING THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 268.125 FEET WEST AND 174 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, TO THE POINT OF BEGINNING; THENCE NORTH ALONG THE EAST BOUNDARY OF THE CALIFORNIA DIVISION OF FORESTRY'S WOODVILLE FIRE STATION 90 FEET; THENCE WEST 60 FEET; THENCE SOUTH ALONG THE WEST BOUNDARY OF THE CALIFORNIA DIVISION OF FORESTRY'S WOODVILLE FIRE STATION 90 FEET; THENCE EAST 60 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PARCEL OF LAND BEGINNING AT A POINT 268.125 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 21 SOUTH, RANGE 26 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE NORTH ALONG THE WEST LINE OF THE CALIFORNIA DIVISION OF FORESTRY'S WOODVILLE FIRE STATION 174 FEET, THENCE WEST 20 FEET, THENCE SOUTH 174 FEET; THENCE EAST 20 FEET TO THE POINT OF BEGINNING.

APN: 233-014-018

EXHIBIT C

CERTIFICATE OF ACCEPTANCE OF GRANT DEED (SALE)

This is to certify that the interest in real property conveyed by grant deed dated _____, 2020 from the County of Tulare, to Woodville Union School District, a California public school district, is hereby accepted by _____, on behalf of Woodville Union School District pursuant to the authority conferred upon him by the Board of Trustees of Woodville Union School District, and Woodville Union School District, as grantee, consents to recordation of said grant deed by its duly authorized officer, _____.

DATED: _____, 2020

WOODVILLE UNION SCHOOL DISTRICT,
a California public school district

By:  _____

PURCHASE AGREEMENT
WITH ESCROW INSTRUCTIONS
BY AND BETWEEN

THE COUNTY OF TULARE

AND

THE WOODVILLE UNION SCHOOL DISTRICT

This PURCHASE AGREEMENT WITH ESCROW INSTRUCTIONS (hereinafter "**Agreement**") is made and effective _____, **2020** (the "Effective Date"), by and between the COUNTY OF TULARE (hereinafter the "**COUNTY**") and **THE WOODVILLE UNION SCHOOL DISTRICT** (hereinafter the "**DISTRICT**"). COUNTY and DISTRICT are each a "Party" and collectively are the "**Parties**" to this Agreement

RECITALS

This Agreement is made with reference to the following facts, understandings, and intentions of the Parties:

WHEREAS, COUNTY owns all of the legal and beneficial interests in the parcel of real property addressed as 16756 Avenue 168, Woodville, CA 93257 further identified as Assessor's Parcel Number (APN) 233-014-018, and commonly known as the Woodville Fire Station (the "**Property**"), as more particularly described in **Exhibit A**; and

WHEREAS, consistent with the COUNTY initiative to strategically develop vacant or underutilized County properties the Board of Supervisors (hereinafter the "Board") on October 22, 2019 determined the Property was surplus to the County's needs and declared its intent to sell the Property, and authorized the receipt of sealed bids no later than December 16, 2019 at 5:00 p.m.; and

WHEREAS, on November 19, 2019 the DISTRICT submitted a letter of interest to COUNTY and pursuant to Government Code §54223 COUNTY was required to enter into good faith negotiations with the DISTRICT for a period of 90 days; and

WHEREAS, on December 17, 2019 the Board declared sealed bids and called for oral bids, of which none were received; and