

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "**Agreement**") is entered into on the date the last of the parties hereto executes this Agreement (the "**Effective Date**"), and is made by and between **County Service Area 64** ("**SELLER**") and Lee Dale Graham, a single man ("**BUYER**").

RECITALS

- A. SELLER is the owner of the fee simple interest in that certain property (APN 0473-183-23) located in the City of Victorville in San Bernardino County, California consisting of approximately 0.29 acres of land, as shown on Exhibit "A" (the "**Property**"), attached hereto and made a part hereof by this reference.
- B. BUYER owns certain real property [commonly known as APN 0473-183-42], which is adjacent to the Property (Adjacent Property).
- C. Reserved.
- D. SELLER agrees to sell and BUYER agrees to buy the Property for Six Thousand Three-Hundred Dollars and 00/100 Dollars (\$6,300.00) on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, the SELLER and BUYER hereby agree as follows:

Section 1. Recitals.

The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement, and for the consideration set forth below, SELLER hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the rights, title and interest of SELLER in and to the Property (the "**Transaction**").

Section 3. Consideration.

3.1 Amount of Purchase Price. As a condition to SELLER's performance hereunder, BUYER shall pay to SELLER total consideration in the amount of Six Thousand Three-Hundred and 00/100 Dollars (\$6,300.00) ("**Purchase Price**") for the Property.

3.2 Earnest Money. BUYER shall make an earnest money deposit (the "Deposit") with the Escrow Holder in the amount of Six Hundred Thirty and 00/100 Dollars (\$630.00) within 7 days of opening escrow. The Deposit shall be placed in an account by Escrow Holder at a

financial institution whose deposits are federally insured; provided, however, any such account shall place no restrictions on the ability to withdraw the Deposit. In the event this Agreement is timely terminated by Buyer pursuant to Section 5(a), the Deposit (minus all of the escrow cancellation charges, if any) shall be refunded to Buyer. In the event Buyer does not timely terminate the Agreement on or prior to the expiration of the Due Diligence Period in accordance with Section.5(a); the Deposit shall be applied as follows: (i) in the event that the Close of Escrow occurs, the entire amount of the Deposit shall be credited against the Purchase Price concurrently with the Close of Escrow; (ii) in the event that the Close of Escrow does not occur due to Buyer's default, the Deposit shall be retained by SELLER to be applied to any and all damages incurred by SELLER due to BUYER's default.

Section 4. Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, Title Policy (if desired by BUYER), documentary stamps and recording fees are to be paid by BUYER at its sole cost and expense.

(b) The transfer and sale of the Property shall take place through escrow (the "Escrow"), and such Escrow shall be administered by Chicago Title Escrow Division located at 9090 Milliken Avenue, #100 Rancho Cucamonga, CA 91730 ("Escrow Holder"). The Escrow for the Property shall be deemed open ("Opening of Escrow") upon the receipt by the Escrow Holder of a copy of this Agreement executed by SELLER and BUYER. Notwithstanding the foregoing, SELLER shall deliver the fully executed Agreement to the Escrow Holder within ten (10) days after the Effective Date. The date of Opening of Escrow shall be memorialized by Escrow Holder in writing and delivered to the parties.

Section 5. Due Diligence Period

(a) As used in this Agreement, the term "**Due Diligence Period**" shall refer to a period of time to expire at 5:00 p.m., Pacific Time, on the date which is forty-five (45) days from the Opening of Escrow to allow the BUYER the opportunity to investigate the condition and suitability of the Property for BUYER's intended use. In the event BUYER finds the Property unsatisfactory for any reason, at its sole discretion, BUYER shall notify SELLER and Escrow Holder in writing on or prior to the expiration of the Due Diligence Period and, thereafter, SELLER and BUYER shall have no further obligation to each other, Escrow shall be cancelled and this Agreement shall automatically terminate on the date of such election and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement except those that survive the termination of this Agreement; provided however that BUYER shall, at its sole cost and expense, pay any and all Escrow cancellation charges. BUYER's failure to give written notice of termination to the SELLER on or before the expiration of the Due Diligence Period shall constitute an election by BUYER to waive the termination right contemplated under this Section 5(a) and proceed with this Agreement, subject to all of the other terms and conditions of this Agreement. The Deposit will immediately become non-refundable upon the expiration of the due diligence period and shall be retained by the SELLER in accordance with the terms and conditions of this Agreement.

(b) BUYER and its employees, agents, representatives, and contractors ("BUYER's Agents") shall have reasonable access to the Property during the SELLER's normal

business hours until the end of the Due Diligence Period (or any earlier termination of this Agreement) for purposes of (a) conducting BUYER's due diligence inspection and/or (b) obtaining data and making surveys and tests, including, without limitation, soil and groundwater testing, determined reasonably necessary by BUYER to permit it to determine the physical condition of the Property and to determine the suitability of the Property for development in accordance with BUYER's development plans, provided that, BUYER shall (i) give the SELLER not less than forty eight (48) hours telephonic, electronic mail or written notice prior to any intended access, which notice shall include the date of such access, the purpose of the access, and the names and affiliations of BUYER and/or BUYER's Agents; (ii) conduct no Invasive Investigations without the written consent of the SELLER, which shall be at SELLER's sole discretion; (iii) maintain or cause BUYER Agents to maintain workers' compensation insurance on all persons entering the Property in the amounts required by the State of California and commercial general liability insurance covering all operations performed by or on behalf of BUYER providing coverage for bodily injury and property damage with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and to include premises operations and mobile equipment, products and completed operations, broad form property damage (including completed operations), explosion, collapse, and underground hazards, personal injury, contractual liability, which policies shall name SELLER and San Bernardino County ("COUNTY") as an additional insureds and include a waiver by the insurer of any right to subrogation against SELLER, COUNTY, and its respective members, officers, employees, agents, and volunteers; and (iv) provide to SELLER prior to initial entry onto the Property a certificate of insurance or other evidence satisfactory to SELLER that BUYER and any BUYER Agents have in force the insurances required by this Agreement and provide a copy of such policies upon SELLER's request. Any insurance or self-insurance maintained by SELLER or COUNTY shall be in excess of insurances required by BUYER or BUYER Agents in this Agreement and shall not contribute with BUYER or BUYER Agents insurance policies. The insurance policies required by BUYER or BUYER Agents shall be kept and maintained in force during the Due Diligence Period and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of BUYER and BUYER's Agents. The term "**Invasive Investigations**" as used in this Agreement means and refers to testing or inspections that involve digging, drilling, cutting, or boring into the ground of the Property, including (without limitation) a "Phase II" environmental assessment. If BUYER desires to conduct any Invasive Investigations, it will first provide SELLER with a written statement describing the scope of any such Invasive Investigations.

(c) BUYER shall: (i) conduct all due diligence activities in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property, (ii) comply with all applicable laws and governmental regulations; (iii) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the access and due diligence activities performed by BUYER and BUYER's Agents; and (iv) promptly repair any and all damage to the Property caused by BUYER and BUYER's Agents and return the Property to the condition existing immediately prior to said access

Section 6. Close of Escrow.

(a) As used herein, "**Close of Escrow**" means and refers to the close of Escrow for the Property and the transfer of fee title to the Property by the SELLER to the BUYER pursuant to grant deed in the form of Exhibit "B" attached hereto (the "**Deed**"). The Close of Escrow shall take place by no later than the Closing Date. The "**Closing Date**" shall mean the date on which the conditions set forth in this Agreement for the Close of Escrow and for the transfer of the Property have been satisfied or waived, and the Deed is recorded by the Escrow

Holder. The Property shall be transferred to BUYER at the Close of Escrow; provided that, within the periods of time set forth in this Agreement: (i) neither party has terminated this Agreement, (ii) all conditions of the Close of Escrow set forth in this Agreement, including without limitation as set forth in Sections 6(b) and 6(c) below, have been met or waived by the respective party. The Close of Escrow shall occur on a date that is no later than thirty (30) days after the expiration of the Due Diligence Period.

In the event all the conditions set forth in Section 6(b) are not satisfied or waived as of the Closing Date, BUYER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement, provided that BUYER is not in default beyond any applicable notice and cure periods. Likewise, in the event all of the conditions set forth in Section 6(c) are not satisfied or waived as of the Closing Date, SELLER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement, provided that BUYER is not in default beyond any applicable notice and cure periods.

(b) Conditions to BUYER's Obligations. BUYER's obligation to consummate the Close of Escrow is conditioned on the satisfaction or waiver of all of the following:

(1) SELLER's Closing Deliveries. At Close of Escrow, SELLER shall deliver the following to the Escrow Holder:

- (i) The Deed, substantially in the form attached hereto as Exhibit B, has been duly executed and acknowledged by SELLER.
- (ii) Documentation to establish to the Escrow Holder's reasonable satisfaction the due authorization of the person(s) executing the instruments contemplated under this Section 6(b)(1) on behalf of SELLER.
- (iii) A settlement statement showing both the SELLER's and the BUYER's credits and debits consistent with this Agreement (the "**Settlement Statement**"), which shall be signed by SELLER.
- (iv) any transfer declarations required by applicable law;
- (v) any other customary closing documents in form and substance reasonably satisfactory to SELLER to consummate the Transaction.

(2) Pre-Existing Obligations. There shall exist no leases, contracts or rights of occupancy or other agreements or contracts with respect to the Property entered into by SELLER that shall survive the Close of Escrow.

(3) Reserved.

(4) Reserved.

(5) Reserved.

(6) SELLER's Deliveries Complete. SELLER shall have delivered all of the documents and other items required pursuant to Section 6(b)(1) and shall not be in material default of its obligations under this Agreement to be performed by SELLER (beyond any

applicable notice and cure period) at or prior to the Close of Escrow provided that SELLER shall have a reasonable opportunity to cure any such default after receiving written notice thereof from BUYER but not to exceed the Closing Date.

(7) Representations True. All representations and warranties made by SELLER in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date.

(c) Conditions to SELLER's Obligations. SELLER's obligation to consummate the Close of Escrow is conditioned on the satisfaction or waiver of all of the following:

(1) BUYER's Closing Deliveries. At the Close of Escrow, BUYER shall deliver the following:

- (i) The Purchase Price plus any other amounts required to be paid by BUYER at the Close of Escrow.
- (ii) Documentation to establish to the Escrow Holder's reasonable satisfaction the due authorization of the person(s) executing the instruments contemplated under this Section 6(c)(1) on behalf of BUYER.
- (iii) The Settlement Statement, executed by BUYER.
- (iv) any transfer declarations required by applicable law;
- (v) any other customary closing documents in form and substance reasonably satisfactory to BUYER to consummate the Transaction.

(2) BUYER's Deliveries Complete. BUYER shall have delivered all of the documents and other items required pursuant to Section 6(c)(1) and shall not be in material default of its obligations to be performed by BUYER (beyond any applicable notice and cure period) at or prior to the Close of Escrow provided that BUYER shall have a reasonable opportunity to cure any such default after receiving written notice thereof from SELLER but not to exceed the Closing Date.

(3) Representations True. All representations and warranties made by BUYER in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of such date.

(4) SELLER has received a written letter of concurrence from the California Department of Housing and Community Development (HCD) that the Property is Exempt Surplus Land under the Surplus Land Act.

(5) The requirements of the California Environmental Quality Act has been complied with.

(d) Waiver or Failure of Conditions Precedent. At any time on or before the date specified for the satisfaction of any condition, SELLER or BUYER may elect in writing to waive the benefit of any such condition to its obligations hereunder. By closing the Transaction, SELLER and BUYER shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in this Section 6.

Section 7. Reserved.

Section 8. Escrow Instructions.

SELLER and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling.

Section 9. Conveyance of Title.

The Escrow Holder shall be instructed to record the Deed in the Official Records of San Bernardino County, California, if and when the parties have (i) confirmed that the conditions to Close of Escrow have been satisfied or waived, and (ii) Escrow Holder holds the funds for the SELLER as set forth on the Settlement Statement and as contemplated herein

Section 10. Inspections and Review.

(a) On the Closing Date, BUYER shall accept the delivery of possession of the Property (including but not limited to, any subterranean structures and soil conditions), in an **“AS IS,” “WHERE IS” and “SUBJECT TO ALL FAULTS” condition and without any representation or warranties, express or implied.** BUYER acknowledges that it has had adequate opportunity to review and inspect all aspects of the Property during the Due Diligence Period and hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by SELLER, any employee, official or consultant of SELLER relating to the condition of the Property. SELLER makes no representations or warranties of any kind as to the physical or environmental condition of the Property or in connection with any matter, report or information relating to the condition of the Purchase Property, its value, fitness, use, zoning, entitlements, the existence of Hazardous Materials thereon, moratoriums, economic feasibility, developability or any other matter relating to BUYER’s proposed use or development of the Property. BUYER shall, upon the Close of Escrow, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Property, including, without limitation, any Hazardous Materials located thereon and the condition of title thereto, whether or not such conditions would be disclosed by reasonable and diligent.

(b) From and after the Close of Escrow, except for a breach of SELLER’s representation and warranties in this Agreement, BUYER, on behalf of itself and its successors and assigns (“Releasors”), waives and releases SELLER and its employees, agents, contractors, successors and assigns (“Releasees”) from any and all claims, damages, losses, liabilities, fees, costs or expenses of any kind or nature whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, liquidated or unliquidated which Releasors have, own, hold, or claim to have had, owned, or held against Releasee arising from, based on, or relating to whether directly or indirectly, any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, the physical condition and quality of the Property or the presence of hazardous materials in, on, about or under the Property.

(c)

BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing Section 10(b), and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, and agrees that this release applies thereto, and expressly waives the benefits of the provisions of California Civil Code section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of BUYER: _____

(a) The provisions of this Section 10 shall survive the Close of Escrow, and shall be binding upon BUYER.

(b) SELLER shall cooperate with BUYER in BUYER's efforts to remove title exceptions unacceptable to BUYER, but SELLER shall have no obligation to cause such objections to be removed or to expend any sums in such endeavor.

(c) SELLER covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interests.

(d) Reserved.

Section 11. Closing Costs, Prorations, Possession.

(a) BUYER shall pay the premium for any Title Policy sought, cost of procuring any surveys and any desired policy endorsements or extended coverage, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to BUYER.

(b) BUYER shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) BUYER shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow.

(d) All prorations shall be made in accordance with customary practice in San Bernardino County, except as otherwise expressly provided in this Agreement. All prorations shall be on an "actual day" basis and a three hundred sixty-five (365) day year.

Section 12. Representations and Warranties.

(a) SELLER hereby makes the following representations, covenants and warranties:

(1) Power and Authority. SELLER has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the Transaction contemplated hereby.

(2) Requisite Action. SELLER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of SELLER have been duly authorized to so act on behalf of SELLER and this Agreement and any such instrument or document is valid and legally binding on SELLER and enforceable against SELLER in accordance with their respective terms.

(4) No Litigation. There is no pending or, to the best of SELLER's knowledge, as of the Effective Date without duty of inquiry or investigation, action or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that affect the Property.

(5) Reserved.

(6) Reserved.

(7) Reserved.

All representations and warranties contained in this Section 12(a) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

(b) Warranties and Representations by BUYER. BUYER hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by SELLER has been made in material reliance by SELLER on such covenants, representations and warranties:

(1) BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the Transaction contemplated hereby. The persons executing this Agreement, and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

(2) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents

referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(4) Neither the execution of this Agreement nor the consummation of the Transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or a breach or violation under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

(5) BUYER and any of its partners, officers, and employees are not an employee of SELLER or San Bernardino County (County) Board of Supervisors/ Directors-governed entity.

(6) BUYER is not the subject of a current or pending bankruptcy proceeding.

(7) Ownership of Adjacent Property. BUYER is the sole fee simple owner of the Adjacent Property

All representations and warranties contained in this Section 12(b) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

Section 13. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 14. Nonliability of Officials and Employees.

No officer, official or employee of SELLER shall be personally liable to BUYER, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 15. Indemnification.

BUYER agrees to indemnify, defend (with counsel reasonably approved by SELLER), and hold SELLER, COUNTY, and its respective officers, employees and agents harmless from and against any and all claims, actions, losses, liabilities, damages, judgments, costs, expenses and attorney's fees arising from or related to this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SELLER on account of any claim resulting from this Agreement except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. BUYER's indemnification obligation applies to SELLER "active" as well as

“passive” negligence but does not apply to SELLER “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782. The foregoing indemnity shall survive the Close of Escrow or the termination of this Agreement.

Section 16. Defaults.

(a) Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default (subject to the restriction on Buyer’s rights to recover monetary damages against Seller set forth in the final clause of this sentence), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall BUYER be entitled to obtain monetary damages of any kind from SELLER, including but not limited to for economic loss, lost profits, or any other economic or consequential damages of any kind. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California or in the United States District Court for the Central District of California.

(b) Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

(c) Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 17. Reserved.

Section 18. Time of the Essence.

Time is of the essence with respect to the Close of Escrow and all of the provisions of this Agreement.

Section 19. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto. If authorized by law, the parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF, or email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

(d) Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (a) personal delivery, (b) a reliable overnight courier service that provides a receipt showing the date and time of delivery, including but not limited to Federal Express, or (c) registered or certified U.S. Mail, postage prepaid, return receipt requested. A courtesy copy of any notices delivered in accordance with this subsection shall be concurrently sent via email as identified below, provided that such courtesy email is not intended or shall it be deemed to substitute as the effective means of notice delivery or alter the effective date of such notice. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

To BUYER: Lee Dale Graham
17393 Eureka Street
Victorville, CA 92395

Courtesy copy via email to:
lee@grahamequipment.net

To SELLER: County Service Area 64
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Courtesy copy via email to:
brandon.ocasio@res.sbcounty.gov

Each notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt if by personal delivery or by overnight courier service, or on the date of receipt or the date the recipient refuses to accept receipt as disclosed on the return receipt if by mail. By giving to the other party's written notice as provided above, the parties to this Agreement shall have the right from time to time, and at any time during the term of this Agreement, to change their respective notice addresses.

Section 20. Additional Agreements; Further Assurances.

Each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective the Transaction; provided,

however, the execution and delivery of such documents shall not result in any additional liability or cost to the executing party.

Section 21. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c) The headings to the sections and paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

(d) Unless otherwise indicated, references in this Agreement to Sections, paragraphs, clauses and exhibits are to the same contained in or attached to this Agreement and all attachments referenced in this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Section.

Section 22. Executive Order N-6-22 Russia Sanctions.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the SELLER or the State that BUYER is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. BUYER shall be provided advance written notice of such termination, allowing BUYER at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of SELLER.

Section 23. Senate Bill SB 1439.

Buyer has disclosed to the Seller using Exhibit "C", which is attached to Agreement and incorporated herein by reference, whether it has made any campaign contributions of more than \$250 to any member of the Seller 's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Buyer's proposal to the Seller, or (2) 12 months before the date this contract was approved by the Seller's Board of Supervisors. Buyer acknowledges that under Government Code section 84308, Buyer is prohibited from making campaign contributions of more than \$250 to any member of the Seller's Board of Supervisors or other County-elected officer for 12 months after the Seller's consideration of this contract.

Section 24. Approval.

(a) Board of Supervisors. This Agreement is subject to, and will have no force or effect until and unless approved by the Board of Supervisors of County Service Area 64. All

amendments of this Agreement shall be in writing and shall require the approval of the Board of Supervisors on behalf of SELLER and the approval of BUYER.

Section 25. Real Estate Brokerage Commission.

Real Estate Brokerage Commission. Each party represents and warrants that neither party has retained any brokers or finders to represent its interests in connection with this transaction. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.

Section 26. Attorneys' Fees.

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under Section 11 ("Indemnification") or Section 25 ("Real Estate Brokerage Commission").

Section 27. Successors and Assigns; Assignment.

This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns. This Agreement shall not be assigned or otherwise transferred without the prior written consent of SELLER. Any change in control or ownership of BUYER shall be deemed an assignment requiring SELLER's consent for purpose of this Agreement.

Section 28. Prohibited Persons and Transactions.

BUYER represents to SELLER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

Section 29. Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PTN OF THE SW 1/4 OF SEC 10 TP 5N R 4W DESC AS FOLL BEG AT A PT ON SLY LI OF SD SEC 10
DISTANT THEREON N 89 DEG 37 MIN 10 SECONDS E 1992.11 FT FROM SW CORNER OF SD SEC TH N 0 DEG
22 MIN 50 SECONDS W 40 FT TH N 89 DEG 37 MIN 10 SECONDS E 330 FT TH S 0 DEG 22 MIN 50 SECONDS
E 40 FT TO THE SLY LI OF SD SEC 10 TH S 89 DEG 37 MIN 10 SECONDS W 330 FT TO TRUE POB

RECORDING REQUESTED BY:

County Service Area 64

WHEN RECORDED MAIL TO:

Lee Dale Graham
17393 Eureka Street
Victorville, CA 92395

RECORDER:

Record without fee subject to Govt. Code 6103
Recordation required to complete chain of title

A.P.N.: 0473-183-23	GRANT DEED	Dept. Code:
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The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$_____

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **County Service Area 64**, hereby GRANT(S) to **Lee Dale Graham**, a single man, the Real Property in the city of Victorville, in the County of San Bernardino, California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

By: _____

Date: _____

, Chair

Board of Supervisors

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name

Street Address

City & State

ACKNOWLEDGEMENT

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 _____)

On _____ before me, _____, 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 _____

(Seal)



EXHIBIT "C"
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Buyer must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Buyer:

2. Is the entity listed in Question No. 1 a non-profit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3 - 4 and go to Question No. 5.

No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Buyer:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district:

Company Name	Subcontractor(s):	Principal and/or

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8

No If **no**, please skip Question No. 10.
complete this form.

Yes If **yes**, please continue to

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing below, Buyer certifies that the statements made herein are true and correct. Buyer understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while this matter is pending and for 12 months after a final decision is made by the County.

Signature

Date

Print Name

Print Entity Name, if applicable