



ORIGINAL

Contract Number

22-131

SAP Number

Big Bear Valley Recreation and Park District

Department Contract Representative	Terry W. Thompson, Director, Real Estate Services Department
Telephone Number	(909) 387-5000
Contractor	Brian Hintergardt
Contractor Representative	Brian Hintergardt
Telephone Number	760-964-8345
Contract Term	N/A
Original Contract Amount	\$9,000
Amendment Amount	N/A
Total Contract Amount	\$9,000
Cost Center	6200002580

Briefly describe the general nature of the contract:

The sale of an approximately 3,050 square foot (0.07 acre) parcel, which is owned by Big Bear Valley Recreation and Park District and further identified as Accessor Parcel Number 0315-395-02 in the Lake Williams area of Big Bear, to Brian Hintergardt upon payment of \$9,000 to Big Bear Valley Recreation and Park District.

FOR COUNTY USE ONLY

Approved as to Legal Form

► SEE SIGNATURE PAGE

Scott Runyan,
Supervising Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

► Brandon Ocasio

Brandon Ocasio, RESD Manager, Acquisitions

Date 2/22/22

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the “**Agreement**”) is dated as of March 1, 2022 (the “**Effective Date**”), and is entered into by and between the **Big Bear Valley Recreation and Park District** (“**SELLER**”) and Brian Hintergardt (“**BUYER**”).

RECITALS

- A. SELLER is the owner of the fee simple interest in that certain property (APN 0315-395-02) located along Forest Hill Drive in the unincorporated area of San Bernardino County known as Lake Williams, California consisting of approximately 0.07 acres of land, as shown on Exhibit “A” (the “**Property**”), attached hereto and made a part hereof by this reference.
- B. BUYER is the owner of land contiguous to the Property and desires to purchase the Property.
- C. SELLER has determined that the Property is surplus to its needs, and is authorized to sell the Property to BUYER in accordance with California Public Resources Code section 5786.1(b) and Government Code section 25526.5.
- D. SELLER and BUYER agree that the value on the Property is NINE THOUSAND AND 00/100 DOLLARS (\$9,000.00) and BUYER agrees the purchase of the Property is **AS-IS**.

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 right, title and interest of SELLER in and to the Property (the “Transaction”).

The consummation of the transactions contemplated in this Agreement are subject to prior concurrence by the California Department of Housing and Community Development (HCD) as Exempt Surplus Land (a minimum of 30 days after the approved resolution for disposition).

Section 3. Consideration.

As a condition to SELLER’s performance hereunder, BUYER shall pay to SELLER total consideration in the amount of NINE THOUSAND AND 00/100 DOLLARS (\$9,000.00) (“**Purchase Price**”) for the Property.

Section 4. Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, Title Policy (as defined in Section 9, below), documentary stamps and recording fees are to be paid by BUYER.

(b) The transfer and sale of the Property shall take place through escrow (the "Escrow"), and such Escrow shall be administered by Wheeler Steffen Real Estate Inc., Escrow Division ("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 seven (7) 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 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; provided however that BUYER shall pay any 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.

(b) SELLER hereby grants to BUYER for use by BUYER and its officers, directors, employees, agents, representatives, tenants, prospective tenants, contractors, and other persons accessing the Property by, through or with the permission or under the direction or auspices of BUYER, a limited and revocable license to enter upon the Property 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 any hazardous substances located thereon 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 forty eight (48) hours telephonic, electronic mail or written notice of any intended access which involves work on the Property; and (ii) conduct no Invasive Investigations without the written consent of the SELLER. In this regard, the term "**Invasive Investigations**" means and refers to environmental testing, sampling, invasive testing, or boring into the soils. 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. SELLER will not unreasonably withhold, condition or delay its consent to any such Invasive Investigations and will be deemed to have given its consent to the specified scope of such Invasive Investigations if SELLER does not (within three (3) business days following receipt of the proposed scope of such Invasive Investigations) give BUYER a written statement identifying those items to which SELLER has an objection.

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 on 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, 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) BUYER has not terminated this Agreement, (ii) SELLER is satisfied that the requirements under the California Environmental Quality Act, as amended, shall have been complied with, and (iii) all other 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 and BUYER has paid, or caused to be paid to the Escrow Holder all applicable Escrow costs relating to such closing. 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 of 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. 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.

(b) Conditions to BUYER's Obligations. BUYER's obligation to consummate the Close of Escrow is conditioned on 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, 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**").
- (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) Title Conditions Satisfied. The Escrow Holder shall be in a position to issue the Title Policy to BUYER in the amount of the Purchase Price with respect to the Property subject only to the exceptions permitted by Section 9 of this Agreement.

(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 have performed all other material obligations under this Agreement to be performed by SELLER 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.

(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 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.
- (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 have performed all other material obligations to be performed by BUYER 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.

(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.

(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, (ii) Escrow Holder holds the funds for the SELLER as set forth on the Settlement Statement and as contemplated herein, (iii) Escrow Holder is prepared to issue to BUYER an ALTA owner's extended coverage policy of title insurance ("**Title Policy**") issued by Buyer's Choice, with liability in an amount equal to the Purchase Price with respect to the Property, and together with a Subdivision Map Act Endorsement if requested by BUYER and such other endorsements to the policy as may be reasonably requested by BUYER, insuring that fee title to the Property is vested in BUYER, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to:

- (a) non-delinquent real property taxes;
- (b) dedication of streets abutting the Property;
- (c) zoning ordinances;
- (d) utility easements common to any subdivision of which the Property is a part that are approved by BUYER; and
- (e) such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow in accordance with the provisions of this Agreement.

Section 10. Inspections and Review.

(a) BUYER shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in an "**AS IS,**" "**WHERE IS**" and "**SUBJECT TO ALL FAULTS**" condition. BUYER 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 as to whether the Property presently complies with environmental laws or whether the Property contains any hazardous substance. SELLER shall, within five (5) calendar days of the Opening of Escrow, provide BUYER with copies of all plans, reports, studies, investigations and other materials SELLER may have in its possession or control that are pertinent to the Property and its use condition or development, provided that to the extent that SELLER has provided BUYER with information relating to the condition of the Property, SELLER makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(b) From and after the Close of Escrow, BUYER, on behalf of itself and its successors, waives and releases SELLER and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the Close of Escrow: (i) the physical condition of the Property or any above ground or underground improvements thereon, (ii) the condition of the soils, (iii) the suitability of the soils for the improvement of any proposed project, or (iv) any law or regulation applicable thereto; provided that the foregoing release shall not extend to (1) any breach by SELLER of any of the representations or warranties of the SELLER set forth in Section 12(a) of this Agreement, (2) any breach by SELLER of any of the covenants or obligations set forth in this Agreement or in any other instrument or document executed pursuant to this Agreement, (3) any claim that is the result of the negligence or willful misconduct of SELLER or (4) any actions of SELLER which occur following the Close of Escrow.

(c) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 10 without limiting the generality of the foregoing:

The undersigned acknowledges that it is familiar with 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: 

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

(e) SELLER shall assist and cooperate with BUYER in endeavoring 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, except that SELLER shall remove all monetary liens and encumbrances created by or as a result of SELLER's activities, including, without limitation, any liens or encumbrances associated with (i) any delinquent tax or assessment applicable to the Property; (ii) any indebtedness secured by a deed of trust, assignment of rents or other similar encumbrance; and (iii) any labor or materials supplied to the

Property that are not the result of any act or neglect of BUYER or anyone acting for or on behalf of BUYER.

(f) 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.

(g) SELLER also covenants not to authorize or permit others to take any action that adversely affects the physical condition of the Property or its soils.

Section 11. Closing Costs, Prorations, Possession.

(a) BUYER shall pay the premium for the ALTA extended coverage Title Policy, cost of procuring a survey and all requested ALTA survey policy endorsements, 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, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by SELLER of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement, document, instrument or other obligation to which SELLER is a party or by which SELLER may be bound or a breach or violation under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to SELLER, the Property, or the Transaction contemplated hereby.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Close of Escrow hereunder, SELLER will continue to manage, operate and maintain the Property in the same manner as existed prior to the execution of this Agreement.

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 is not an employee of SELLER, the COUNTY or a COUNTY Board of Supervisors/Directors-governed entity.

(6) BUYER is the owner of property that is contiguous to the 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 and its officers, employees and agents harmless from and against all damages, judgments, costs, expenses and attorney's fees arising from or related to any act or omission of BUYER in performing its due diligence investigations under Section 5(b), above; provided that the foregoing indemnity shall not apply to the extent of (a) the negligence or willful misconduct of SELLER; or (b) the existence of any hazardous materials which were at, in, under, over or upon the Property as of the Opening of Escrow, unless the condition of any such hazardous materials was exacerbated in a negligent manner by an affirmative act of BUYER. SELLER shall give BUYER written notice of the occurrence of a claim, litigation or other matters for which SELLER seeks indemnity under this Section as promptly as practicable following SELLER'S knowledge of the occurrence of such matter and SELLER shall reasonably cooperate with BUYER in the defense of any such claim or matter and shall not take any action that would adversely affect BUYER's defense of such matter.

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.

(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.

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. Approval.

(a) Board of Directors. This Agreement is subject to, and will have no force or effect until and unless approved by the Board of Directors of the Big Bear Valley Recreation and Park District. All amendments of this Agreement shall be in writing and shall require the approval of the Board of Directors on behalf of SELLER and the approval of BUYER.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

BUYER:

By: [Signature] Date: 2/15/22

SELLER:

Big Bear Valley Recreation and Park District

By: [Signature] Date: MAR 01 2022
Curt Hagman, Chairman
Board of Directors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD

LYNNA MONELL
Secretary of the Board of Directors

By: [Signature]
Deputy

Date: MAR 01 2022

Approved as to Legal Form:

TOM BUNTON,
County Counsel
San Bernardino County, California

By: [Signature]
Scott Runyan
Supervising Deputy County Counsel

Date: 2/10/22

ACCEPTANCE BY ESCROW HOLDER

The undersigned hereby acknowledges that it has received a fully executed copy of the foregoing Purchase and Sale Agreement and Escrow Instructions ("Agreement") and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder. Escrow Holder agrees that in the event of a conflict between the Agreement and any supplemental escrow instructions executed by the parties, the Agreement shall control. The escrow number assigned for this Agreement is _____.

_____, 2022

Title Company,
BOC License No.: _____

By: _____,
Escrow Officer

EXHIBIT "A"

LEGAL DESCRIPTION

Lot A, Tract 9723, in the County of San Bernardino, State of California, as per map recorded in Book 152, Pages 100 to 105, inclusive, in the Office of the County Recorder of said County.

Subject to: All reservations, restrictions, rights and right of way of record.

APN
0315-395-02

EXHIBIT "B"

FORM OF DEED

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

A.P.N.: 0315-395-02

GRANT DEED

Dept. Code: 12000

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, **BIG BEAR VALLEY RECREATION AND PARK DISTRICT**, hereby GRANT(S) to **BRIAN HINTERGARDT**, a single man as sole and separate possession, the Real Property in the unincorporated area known as Lake Williams, in the County of San Bernardino, California, described as follows:

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

By: _____

Date: _____

Curt Hagman, Chairman
Board of Directors

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE

Name

Street Address

City & State