

Project No:
301 S. State College Blvd.
Fullerton, CA

Effective Date

Date: 12/15/12

PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("**Agreement**") is made as of 12/15/12, 2013, by and between 301 S. STATE COLLEGE, a California General Partnership (hereinafter referred to as "**GRANTOR**"), and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "**COUNTY**"). The GRANTOR and COUNTY may be referred to herein individually as a "**Party**," and collectively as the "**Parties**."

In consideration of the mutual promises of the Parties and subject to the terms and conditions set forth herein, GRANTOR and COUNTY agree as follows:

1. PREMISES (N)

GRANTOR hereby agrees to sell and convey to COUNTY and COUNTY hereby agrees to purchase from GRANTOR that certain real property consisting of an approximately 28,560 square foot retail/industrial building situated on approximately 85,290 square feet of land ("**Premises**") which Premises are located at 301 S. State College Blvd., City of Fullerton, County of Orange, State of California (APN. 269-151-11), and more particularly described in the legal description attached hereto as Exhibit "A."

2. PURCHASE PRICE (N)

The Purchase Price, shall be Three Million One Hundred Fifty Thousand Dollars (\$3,150,000.00) ("**Purchase Price**") payable in cash at close of escrow; subject to COUNTY's review and approval of a current property appraisals to be obtained by both COUNTY and the Orange County Transportation Authority ("**OCTA**").

3. OPENING OF ESCROW (N)

Upon approval of this Agreement by the County of Orange Board of Supervisors, COUNTY will deposit the fully executed Agreement into escrow which shall constitute the escrow instructions. The date on which the Escrow Company acknowledges receipt in writing of the fully executed Agreement will be the "**Effective Date**" of the Agreement. Escrow shall be opened at Lawyers Title and Escrow Company (Debbie Calmelat Escrow; Diane Greer Title), Irvine, CA ("**ESCROW HOLDER**"), and shall close the later of seven (7) days after the removal of all due diligence contingencies and approval of zoning by the City of Fullerton for the COUNTY's intended use as a year-round emergency shelter and multi-service center for homeless families and individuals ("**Closing Date**"). Subject to the provisions of Clause 4 of this Agreement it is further agreed that COUNTY's County Executive Officer or designee ("**CEO**"), is authorized to open said escrow on behalf of both Parties, and to waive any COUNTY contingencies or conditions (including those set forth in this Clause 3 and in Clause 5, below) in the CEO's sole and absolute discretion.

4. AUTHORIZATION TO SIGN AND AMEND (N)

CEO is authorized to sign or amend escrow instructions, a short form Memorandum of Purchase Agreement and all other written documents necessary to complete this Agreement on behalf of COUNTY and for the purpose of implementing this Agreement.

5. COUNTY'S CONDITIONS TO CLOSING (N)

The following are conditions precedent to COUNTY's obligation to purchase the Premises

- a. Due Diligence Period: The Due Diligence Period will commence on the Effective Date and expire one hundred fifty (150) days thereafter. COUNTY in COUNTY's sole discretion may terminate the Agreement at any time prior to the expiration of the Due Diligence Period if COUNTY determines that the Premises is not acceptable for any reason.
- b. Inspection: GRANTOR shall have the Premises ready for COUNTY's inspection within ten (10) days following the Effective Date and COUNTY shall have the right to approve the condition of said Premises. If inspection reports, or other due diligence or research, disclose a condition(s) or information unsatisfactory to COUNTY, which GRANTOR is unwilling or unable to correct, COUNTY may accept the Premises in its present condition, or cancel the Agreement with no cancellation costs, penalties or further obligations.
- c. GRANTOR Cooperation: GRANTOR agrees to cooperate with COUNTY and its contractors in allowing access and making the Premises available to conduct various physical inspections, tests and investigations, provided no damage occurs to the Premises. In the event tests require sampling, the COUNTY or the COUNTY's contractor doing the sampling will repair the area to the condition that existed prior to the sampling. COUNTY will agree to indemnify GRANTOR for any matters arising in connection with its access.
- d. Zoning: The purchase of the Premises is contingent upon the City of Fullerton processing and approving zoning acceptable to COUNTY for the operation of a year-round emergency shelter and multi-service center for homeless families and individuals.
- e. Covenants, Conditions and Restrictions ("CC&R's"): COUNTY's purchase of the Premises is contingent upon approval of COUNTY'S intended use by the Lincoln Business Center Operator and property owners as provided in the CC&R's and/or the use being otherwise consistent with such CC&Rs.
- f. OCTA Grade Separation and Property Taking: COUNTY and GRANTOR acknowledge that OCTA is planning a grade separation on State College Blvd., which may require the purchase or 'taking' of a portion of the Premises. Should OCTA purchase or 'take' a portion of the Premises for its planned project, the proceeds of any funds paid by OCTA for said 'taking' shall accrue to the COUNTY or the purchase price for the Premises shall be reduced in the exact amount paid by OCTA for the portion of the Premises taken. COUNTY shall have the option to participate in any and all negotiations with OCTA as they relate to the taking of a portion of the Premises, and GRANTOR shall provide COUNTY notice of any and all such negotiations. COUNTY will at its sole discretion determine if any monetary payment offered by OCTA is acceptable to COUNTY with regard to the purchase of the Premises.
- g. Compliance with Agreement Terms: GRANTOR shall have complied with each and every condition required of GRANTOR by this Agreement.
- h. Liens: GRANTOR shall cause to be reconveyed any lien secured against the premises.

6. DELIVERIES BY GRANTOR AND COUNTY (N)

- a. GRANTOR shall deliver to ESCROW HOLDER within ten (10) days after Effective Date a fully executed Grant Deed in the form of Exhibit "B," attached hereto, conveying fee title to the Premises from GRANTOR to COUNTY, and GRANTOR shall instruct ESCROW HOLDER to hold said Grant Deed until the terms of the Agreement have been complied with and COUNTY has signed the Certificate of Acceptance, at which time ESCROW HOLDER shall be instructed by COUNTY to record the Grant Deed.
- b. GRANTOR shall deliver to ESCROW HOLDER not later than one (1) business day prior to the Closing Date all GRANTOR'S escrow fees, recording fees, title insurance fees and other closing costs incurred in this escrow.
- c. GRANTOR shall deliver to COUNTY, within ten (10) days of the Effective Date, a current Preliminary Title Report ("PTR"), a Commitment for a CLTA Title Policy ("Commitment") on the Premises showing fee title vesting in the name of COUNTY with only those encumbrances specifically approve by the CEO, and copies of all documents referred to in said PTR and Commitment.
- d. GRANTOR shall, at GRANTOR'S sole cost, deliver to COUNTY a CLTA title policy, free and clear of all liens and title exceptions which are not agreed to in writing by CEO. GRANTOR warrants that no leases or other encumbrances of interests not stated in the PTR will exist on the Premises at close of escrow. If COUNTY desires an ALTA extended coverage title policy COUNTY shall pay the additional cost in excess of the CLTA title policy cost.
- e. GRANTOR shall deliver to COUNTY As-Built constructions plans, CC&R's, tenant leases existing service contracts, building permits, and all documents of record or in GRANTOR'S possession which may affect the Premises.
- f. GRANTOR shall deliver to COUNTY an updated Phase I, Hazardous Materials Assessment ("Phase I") conforming with current ASTM standards and acceptable to COUNTY. If the updated Phase I report is not acceptable to COUNTY, COUNTY will select a vendor to provide a new Phase I report. GRANTOR shall pay COUNTY'S contractors fee for said report.
- g. GRANTOR shall deliver to ESCROW HOLDER not later than one (1) business day prior to closing the following COUNTY required documents:
 - a. Non-Foreign Status Certificate pursuant to Internal Revenue Code Section 1445 duly executed by GRANTOR.
 - b. Property Transfer Disclosure Statement
 - c. Child Support Enforcement Certificate
- h. COUNTY shall deliver to ESCROW HOLDER a sum, in an amount equal to the Purchase Price at a time sufficient to allow for a timely closing.
- i. COUNTY and GRANTOR shall deliver to ESCOW HOLDER, within no later than thirty (30) days prior to the Closing Date, any other documents, instruments, data, records, correspondence or

1 agreements called for hereunder or subsequently identified and requested by COUNTY which have
2 not been previously delivered.

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4 7. CLOSING OF ESCROW AND ESCROW FEES (N)

5 The Closing Date for escrow shall be the later of seven (7) days after the removal of all due diligence
6 contingencies and approval of zoning acceptable to COUNTY by the City of Fullerton for the COUNTY's
intended use as a year-round emergency shelter and multi-service center for homeless families and individuals.

7 a. Escrow Fees:

- 8 i. GRANTOR and COUNTY shall each pay one-half of the normal and customary escrow fees.
9 ii. GRANTOR shall pay all delinquent property taxes and assessments due.
iii. Current property taxes for the 2012/2013 tax year shall be prorated between the Parties as of close
of escrow.

10 Provided that ESCROW HOLDER has received the deliveries described in Clause 6 of this Agreement and that
11 either Party is not in default of this Agreement, then ESCROW HOLDER is hereby authorized and instructed to
do the following:

- 12 a. Record the Grant Deed in the office of the Orange County Recorder;
13 b. Disburse the Purchase Amount (as per Clause 3 of this Agreement) to GRANTOR and per Clause 8,
14 below;
15 c. Deliver a conformed copy of the recorded Grant Deed to COUNTY and GRANTOR; and
16 d. Deliver the Closing Statements to COUNTY and GRANTOR.

17
18 8. BROKER FEES (N)

19 Vanguard Commercial Brokerage shall receive a brokerage fee pursuant to a separate Listing Agreement between
20 GRANTOR and First Team Commercial, payable at close of escrow. COUNTY shall not be responsible for
paying any brokerage fees and is not a party to the separate Listing Agreement.

21 9. MISCELLANEOUS (N)

22 The following provisions are hereby agreed to by both Parties:

23 a. Agreement Expenses

24 The Parties agree to bear their respective expenses, incurred or to be incurred in negotiating and preparing
this Agreement and in closing and carrying out the transactions contemplated by this Agreement.

25 b. Satisfaction or Waiver of Contingencies

26 The consummation of the Closing shall be conclusive evidence that the contingencies and conditions to
Closing have been fully satisfied or waived.

27 c. Successors and Assigns
28

1 The Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective
2 successors, heirs, administrators trustees in bankruptcy and assigns.

3 d. Parties in Interest

4 Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied,
5 is intended to confer any rights or remedies under or by reason of the Agreement on any persons other
6 than the Parties to it and their respective successors and assigns, nor is anything in this Agreement
intended to relieve or discharge the obligation or liability of any third persons to any party to this
Agreement, nor shall any provision give any third persons any right to subrogation or action over or
against any Party to this Agreement.

7 c. Amendment

8 No modification of this Agreement shall be binding unless a written amendment is executed by both
Parties.

9 f. Waiver

10 The failure of GRANTOR or COUNTY to insist upon strict performance of any of the terms, conditions;
11 and covenants in this Agreement shall not be deemed a waiver of any right or remedy that GRANTOR or
COUNTY may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or
default of the terms, conditions, and covenants herein contained.

12 g. Timeliness

13 Except as otherwise provided in this Agreement, time is of the essence of this Agreement.

14 h. Governing Law and Venue

15 This Agreement shall be construed in accordance with, and governed by, the laws of the State of
16 California, and any action or proceeding brought by any Party in which this Agreement is subject, shall be
brought in the County of Orange in the State of California.

17 i. Organization

18 The various headings in this agreement, the numbers thereof, and the organization of same into separate
sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

19 j. Partial Invalidity

20 Any provision of the Agreement which is invalid, void, or unenforceable, shall not affect, impair, or
21 invalidate any other provision of this Agreement, and such other provisions of this Agreement shall
remain in full force and effect.

22 k. Joint and Several Liability

23 In the event either Party hereto now or hereafter shall consist of more than one person, firm, or
24 corporation, then and in such event, all such persons, firms, or corporations shall be jointly and severally
liable as Parties under this Agreement.

25 l. Negotiated Terms

26 The Parties agree that the terms and conditions of this Agreement are the result of negotiations between
27 the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the
extent to which any Party or its professionals participated in the preparation of this Agreement.

28 m. Recitals and Exhibits

1 The recitals and contents of all Exhibits to this Agreement are incorporated by reference and constitute a
2 material part of this Agreement.

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4 n. Joint Venture

5 It is not intended by this Agreement to, and nothing contained in this Agreement shall create any
6 partnership, joint venture or other agreement between COUNTY and GRANTOR. No term or provision
7 of this Agreement is intended to be, or shall be for the benefit of any person, firm, organization or
8 corporation.

9 o. Definition of COUNTY

10 The term "COUNTY" shall mean the Board of Supervisors of the political body that executed this
11 Agreement or its authorized representative, the CEO.

- 12 p. THE PARTIES ACKNOWLEDGE THAT THE DEFINITIVE AGREEMENT SHALL BE SUBJECT
13 TO MUTUAL APPROVAL, AND ONLY A MUTUALLY EXECUTED DEFINITIVE AGREEMENT
14 APPROVED BY THE GRANTOR AND THE COUNTY BOARD OF SUPERVISORS SHALL
15 CONSTITUTE THE BINDING MUTUAL AGREEMENT FOR THE ACQUISITION OF THE
16 PREMISES PURSUANT TO THIS AGREEMENT.

17 10. NOTICES (N)

18 All written notices and deliveries pursuant to this Agreement shall be addressed as set forth below or as either
19 Party may hereafter designate by written notice and shall be personally delivered or sent through the United
20 States mail.

21 To: GRANTOR

22 To: COUNTY

23 301 S. State College, a General Partnership
24 Philip Linder, General Partner
25 20220 Hamilton Ave.
26 Torrance, CA 90502
27 Phone: 310.892.0420
28 Fax: 310.436.8180

CEO Real Estate
333 W. Santa Ana Blvd. Bldg. 10
Santa Ana, CA 92701
Phone: 714.834.6201
Fax: 714.834.3346

Eric Foucrier, General Partner
6792 Presidente Drive
Huntington Beach, CA 92648
Phone: 714.585.4787
Fax: 949.340.5774

11. EXHIBITS (N)

This Agreement includes the following, which are attached hereto and made a part hereof:

- I. Exhibit "A" - Legal Description
II. Exhibit "B" - Grant Deed
III. Exhibit "C" - Plat Map

12/17/2012 MON 16:46 [JOB NO. 8845] 0001

From: g4supply.com Fax: (888) 503-1550 To: [REDACTED] Fax: (909) 821-0311

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IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GRANTOR

301 S. State College, a California General Partnership

By [Signature]
Philip Linder, General Partner

By [Signature]
Eric Folonier, General Partner

APPROVED AS TO FORM:

COUNTY COUNSEL

By _____ Date: _____

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIR OF THE BOARD PER GC § 25103,
RESO. 79-1535

COUNTY
COUNTY OF ORANGE

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

By _____
Chair, Board of Supervisors

EXHIBIT "A"
TO PURCHASE AGREEMENT
(Description of Real Property)

EXHIBIT "A"

All that certain real property situated in the County of Orange, State of California, described as follows:

Parcel 1:

Parcel 1 of Parcel Map No. 85-431, in the City of Fullerton, County of Orange, State of California, as per Map filed in Book 224, Page 41, 42, and 43 of Parcel Maps, in the Office of the County Recorder of Orange County.

Parcel 2:

Non-exclusive easements for ingress, egress, traffic circulation, parking, drainage and utilities as set forth in the Declaration of Restrictions, Grant of Easements, and Maintenance Agreement recorded September 25, 1987 as Instrument No. 87-542955 of Official Records.

Assessor's Parcel Number: 269-151-11

EXHIBIT "B"
TO PURCHASE AGREEMENT

GRANT DEED

RECORDED AT REQUEST OF,
AND WHEN RECORDED MAIL TO:

County of Orange
Corporate Real Estate
300 N. Flower Street, 6th Floor
Santa Ana, California 92701
ATTN: Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

**This is to certify that this document is exempt from
recording fees per Govt. Code Sec. 27383 and is
exempt from Document Transfer Tax per Rev. &
Taxation Code Section 11922.**

By: _____
Manager, Corporate Real Estate

A. P. NO. 269-151-11

☐ Unincorporated Area

☒ Incorporated, City of Santa Ana

☐ This deed is in satisfaction of the Eminent
Domain Action Case No. _____
as evidenced by the Lis Pendens recorded as
Instrument No. _____

APN: 269-151-11

Project: 301 S. State College, Fullerton, CA

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

301 S. STATE COLLEGE., a California General Partnership (hereinafter referred to as "GRANTOR"), does hereby GRANT to the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "COUNTY") the fee interest in the real property situated in the County of Orange, State of California, described as:

(See EXHIBIT A for Legal Description and EXHIBIT B for Plat Map attached hereto and by reference made a part hereof.)

1 Nothing in this deed is intended nor shall anything in this deed be construed to transfer to COUNTY
2 or its successors or assigns or to relieve GRANTOR or its successors or assigns or predecessors in title
3 of any responsibility or liability. GRANTOR or its successors or assigns or predecessors in title now
4 has, has had or comes to have with respect to human health or the environment, including but not
5 limited to responsibility or liability relating to hazardous or toxic substances or materials (as such
6 terms as those used in this sentence are defined by statute, ordinance, case law, governmental
7 regulation or other provision of the law). Furthermore, COUNTY may exercise its right under law to
8 bring action, if necessary, to recover clean up costs and penalties paid, if any, from GRANTOR or any
9 others who are ultimately determined by a court of competent jurisdiction and/or a federal, state or local
10 regulatory or administrative governmental agency or body having jurisdiction, to have responsibility for
11 said hazardous or toxic substances or materials upon, within, or under the real property interests
12 transferred pursuant to this deed. Notwithstanding the foregoing, COUNTY shall be and remain liable
13 for any hazardous or toxic substances or materials which become located, because of COUNTY's
14 operations, upon, within, or under the real property interests transferred pursuant to this deed.

Dated: 12/15/12

GRANTOR

301 S. State College,
a California General Partnership,By: Philip Linder, General PartnerBy: Eric Foucher, General Partner

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me _____
(Here insert name and title of officer)

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 _____

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CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the COUNTY OF ORANGE, a body corporate and politic, is hereby accepted by order of the Board of Supervisors of the County of Orange, California consents to recordation thereof by its duly authorized officer.

COUNTY OF ORANGE

Dated: _____

By: _____
Chair of the Board of Supervisors
Orange County, CA

Signed and certified that a copy of this document
has been delivered to the Chair of the Board per
G.C. Sec. 25103, Reso 79-1535

ATTEST:

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

Approved as to form:
County Counsel

By: _____
Deputy

EXHIBIT "A"
TO GRANT DEED
(Legal Description)

EXHIBIT "A"

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Assessor's Parcel Number: 269-151-11

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THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR OTHER ACTS OF THE STATE OF TEXAS. THE STATE OF TEXAS IS ASSUMED TO BE CORRECT AND ACCURATE. THE STATE OF TEXAS IS ASSUMED TO BE CORRECT AND ACCURATE. THE STATE OF TEXAS IS ASSUMED TO BE CORRECT AND ACCURATE.

THESE THINGS ARE NOT TO BE TAKEN AS A CHALLENGE TO THE
COURT'S AUTHORITY TO INTERPRET THE CONSTITUTION.

NOTE - ASSESSOR'S INDEX &
PAGE NUMBERS
SHOWN IN CIRCLES

PARCEL MAP P.M. 274-41

1951-1954