

Assessor's Parcel No: 398-151-01
 County: Orange County

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into on this 12th day of July 2022, ("Effective Date") at Santa Ana, California by and between the Santa Ana Unified School District, a California public school district located in the County of Orange, California, ("Seller" or "District"), the City of Santa Ana, a public municipality in the State of California ("Purchaser" or "City"). District and City may be individually referred to herein as a "Party" or collectively referred to as "Parties."

RECITALS

1. District intends to sell to City, and City intends to purchase from Seller certain real property and all easements and rights benefiting or appurtenant to the real property, which is comprised of approximately 14,412 square feet located at 1415 French Street, Santa Ana, California 92704 (APN 398-151-01) (collectively "Property"), as more specifically described in **Exhibit "A"** attached and made a part hereto.
2. District is authorized to sell the Property to City.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and City agree as follows:

AGREEMENT

1 PROPERTY TO BE PURCHASED

- 1.1 Seller is the owner, in fee, of the Property. Seller agrees to sell and grant to City fee title to the Property described in **Exhibit "A"** and convey by a grant deed substantially in the form of **Exhibit "B,"** ("Grant Deed") attached hereto.
- 1.2 City agrees to pay **Seven Hundred Eighty-One Thousand Dollars (\$781,000)** ("Purchase Price") for the Property, payable as follows:
 - 1.2.1 City shall deposit **Forty Thousand Dollars (\$40,000)** earnest money ("Deposit") into the escrow opened pursuant to the section herein entitled "Establishment of Escrow" within **ten (10) days** of the Opening of Escrow (defined below). If the sale of the Property as contemplated hereunder is consummated, the Deposit shall be credited toward the Purchase Price.
 - 1.2.2 The remaining portion of the Purchase Price in the amount of **Seven Hundred Forty One Thousand Dollars (\$741,000)**, shall be due and payable at the Close of Escrow (defined below), subject to the conditions set forth in this Agreement.

2 DEFINED TERMS

- 2.1 Title Policy.** The term "Title Policy" shall mean the American Land Title Association ("ALTA") or California Land Title Association ("CLTA") owner's coverage policy of title insurance to be issued by the Title Company upon the Close of Escrow pursuant to the terms of this Agreement.
- 2.2 Opening of Escrow.** Promptly upon full execution of this Agreement, Parties shall open escrow with Ticor Title Company of California, Attention: Dawn Niehaus, 1500 Quail Street, 3rd Floor, Newport Beach, California 92660 ("Escrow Holder" or "Title Company"), and each Party shall deposit with the Escrow Holder a duly executed copy of this Agreement ("Opening of Escrow") which shall constitute the initial escrow instructions.
- 2.3 Existing Leases.** The term "Existing Leases" shall collectively mean all leases, subleases, lease guarantees, tenant financial information, and rental and use arrangements, if any, in Seller's possession, affecting the Property, together with all amendments and modifications thereto.
- 2.4 Close of Escrow.** The term "Close of Escrow" or "Closing" shall mean the consummation of the purchase of the Property by City and District and the recordation of the Grant Deed for the Property, in accordance with the terms and provisions of this Agreement.

3 CONDITIONS OF PURCHASE

3.1 Terms. Terms and conditions of the purchase:

- 3.1.1 Due Diligence Activities.** Purchaser shall have **forty-five (45) days** from the Opening of Escrow ("Contingency Date") to conduct all its investigations of the Property and obtain all required approvals for use of the Property and within which time the Purchaser may terminate this Agreement for any or no reason without penalty, as set forth herein. In the event Purchaser terminates this Agreement during the Due Diligence Period, the Deposit shall be fully refundable to Purchaser within ten (10) business days (the "Feasibility Review Period"). At or prior to the end of the Feasibility Review Period, Purchaser shall notify Seller and the Escrow Holder in writing of whether it will proceed or cancel escrow in accordance with Section 9.4 below.
- 3.1.2 Conveyance of Property.** On the Close of Escrow, Seller shall convey to City title to the Property in fee simple by recordation of the Grant Deed for the Property. It shall be a condition to City's obligation to close that Seller shall clear title of all title defects, liens, encumbrances, deeds of trust and mortgages, if any, except for non-delinquent real estate taxes for the current fiscal year not yet due and such exceptions to title as City shall approve as indicated herein, including the section "Issuance of a Preliminary Title Report Acceptable to City." Possession of the Property and the risk of loss with regard to the Property shall pass to City at the time of the recordation of the Grant Deed.
- 3.1.3 Issuance of Title Insurance.** Evidence of title to the Property shall be the issuance at the Close of Escrow by Title Company of a CLTA owner's coverage policy of title insurance (or an ALTA owner's coverage policy of title insurance, at City's option) ("Policy") insuring fee simple title to the Property in the condition required by the section "Issuance of a Preliminary Title Report Acceptable to City" and containing such endorsements as City shall require. City shall not be obligated to provide any indemnification of the Title

Company to induce it to issue the title policy to City, or to remove, insure over or affirmatively cover any otherwise unpermitted exception to title, except with the prior consent of City after full disclosure to City of the nature and substance of such exception and indemnity. Seller will provide the Title Company with a customary and reasonable owner's affidavit permitting the Title Company to provide extended coverage to City on the Property.

4 CONDITIONS TO CLOSE

4.1 Conditions to City's Obligation to Purchase Property. City's obligation to purchase the Property under this Agreement is subject to the fulfillment, and City's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of City and any or all of which may be waived by City in writing at its option:

4.1.1 Delivery of Title. Delivery of title to the Property in the condition required herein, and the issuance by the Title Company of, or the irrevocable commitment by the Title Company to issue, City's Policy.

4.1.2 Issuance of a Preliminary Title Report Acceptable to City. Within ten (10) days after the Opening of Escrow, issuance of a current preliminary title report with respect to the Property, accompanied by legible copies of all documents referred to in the report. Within seven (7) days after City's receipt of the preliminary title report, City shall provide written notice to Seller of any objections that City has with respect to the exceptions to title listed in the preliminary title report. Seller shall have fifteen (15) days from the date of notice to cure any exceptions to which City objects, or agree to cause such exception removed or eliminated prior to or at the Closing, to the reasonable satisfaction of City, unless a longer period is mutually agreed to by the Parties. If City's objection to any exception to title cannot be removed or eliminated to the reasonable satisfaction of the City, the Deposit shall be returned to City, and the provisions of the section "Conditions to Benefit City with Respect to Purchase of Property" shall apply. City shall not be required to object to deeds of trust, mortgages, mechanics' liens, judgments or other monetary liens encumbering the Property ("Monetary Liens"), and Seller shall remove all Monetary Liens at or prior to the Close of Escrow. In the event of a failure by Seller to remove a Monetary Lien, the provisions of the section "Termination" shall apply. Notwithstanding the foregoing, neither (i) the Title Company's standard printed exceptions; (ii) matters affecting title created by or with the consent of City; nor (iii) liens to secure taxes and assessments not yet due and payable shall give rise to any objection to title by City.

4.1.3 Environmental Compliance. If the Property is not acceptable to City because of the results of any environmental assessment, the provisions of the section "Conditions to Benefit City with Respect to Purchase of Property" shall apply.

4.1.4 Satisfaction of Seller's Obligations with Respect to Conveyance of Property. Seller shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Seller and all conditions to Seller's obligations set forth in the section "Conditions to Seller's Obligation to Sell Property" shall have been satisfied or waived. All representations and warranties made by Seller to City in this Agreement shall be true and correct as of the Closing Date.

4.2 Limited Seller Warranties

4.2.1 Limited Warranties. City hereby affirms and acknowledges that neither Seller nor any of its officers, agents, managers, board members, employees, advisors and/or attorneys (collectively the "Seller Exculpated Parties") have made nor has City relied upon any representation, warranty or promise whether oral or written, express or implied, by operation of law or otherwise, with respect to the Property or any other subject matter of this Agreement except as otherwise expressly set forth in this Agreement. Without limitation, City acknowledges that, except as specifically set forth to the contrary in this Agreement, no warranties or representations, expressed or implied, of any kind whatsoever have been made by any of Seller Exculpated Parties, or will be relied upon, and City hereby releases Seller Exculpated Parties from any claims with respect to the suitability of use of the Property for its purposes, general plan designation, zoning, value, use, tax status or physical condition of the Property, or any part thereof, or matters affecting or concerning the Property, including, without limitation, the flood elevations, drainage patterns, soil and subsoil composition and compaction level, and other conditions at the Property, or with respect to the existence or non-existence of hazardous substances (as defined in the section "Hazardous Substances") in, on, under or around the Property, or with respect to the accuracy of any title report or commitment, soils report or any other plans or reports relating to the Property or its use or development, or neighborhood or area uses or factors affecting or concerning use or development of the Property, or other matters otherwise in any way relating to the Property or the transactions contemplated hereby. City is acquiring the Property based solely on its own independent investigation and inspection of the Property and its suitability for its purposes, and in no way in reliance on any information provided by Seller or any of the other Seller Exculpated Parties other than the representations and warranties expressly contained herein.

4.3 Seller Representations and Warranties. Seller warrants and represents to City with respect to the Property, the following:

4.3.1 No Pending Litigation. Seller does not have knowledge of litigation pending pertaining to the Property.

4.3.2 Hazardous Substances. Seller does not have knowledge of:

4.3.2.1 Any Hazardous Substances (as defined below), discharges, leaks, releases, or spills on, in or under the Property;

4.3.2.2 Use or storage of Hazardous Substances on the Property;

4.3.2.3 Investigations, assessments, evaluations, sampling, testing, or monitoring of Hazardous Substances on the Property or adjacent parcels.

4.3.3 Existing Leases. During the term of this Agreement, Seller (1) shall not enter into any new leases or lease/use arrangements of any portion of the Property; (2) shall oppose any additional exceptions, fees, or other burdens on any portion of the Property.

- 4.3.4 Violations.** Seller is not aware of any violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property or any improvements on the Property.
- 4.3.5 Condemnation.** Seller is not aware of any threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.
- 4.3.6 No Notices.** Seller is not aware of any change contemplated in any applicable laws, ordinances or restrictions, or written notice of any judicial or administrative action, or written notice of any action by adjacent landowners, or written notice of natural or artificial conditions upon the Property that would prevent, impede, limit, or render more costly City's contemplated use of the Property to the extent such contemplated use is actually known to it.
- 4.3.7 Inaccuracies.** If any representation or warranty of Seller in this section "Seller Representations and Warranties" becomes inaccurate after the Effective Date other than as a result of a prior misrepresentation by Seller, or as a result of the affirmative act of Seller, Seller shall promptly notify City of the inaccuracy. If any representation or warranty of Seller becomes inaccurate for reasons other than due to a prior misrepresentation or affirmative act of Seller, Seller shall not be in breach or default of this Agreement as a result of such inaccuracy, but shall take commercially reasonable efforts, diligently and in good faith, to correct such inaccuracy.
- 4.3.8 Seller Authority to Execute Agreement.** Seller has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to convey the Property to City.
- 4.3.9 Authority of Executing Officer.** Each individual executing this Agreement on behalf of Seller is duly authorized to execute and deliver this Agreement on behalf of Seller.
- 4.3.10 Validity of Seller's Representations and Warranties at Close of Escrow.** The representations and warranties of Seller set forth in this Agreement shall be true on and as of the close of escrow as if those representations and warranties were made on and as of such time.
- 4.4 City's Representations and Warranties.** City hereby represents and warrants to Seller that as of the Effective Date of this Agreement and as of the Closing, this Agreement and all documents executed by City which are to be delivered to Seller at the time of Closing will be duly authorized, executed, and delivered by City, and are or at the Closing will be legal, valid, and binding obligations of City, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which City is a party or to which it is subject. City further represents and warrants to Seller that City is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property City believes are necessary to protect its own interest in, and its contemplated use of, the Property.
- 4.5 Survival of Representations and Warranties.** All representations and warranties contained herein shall survive the Close of Escrow or termination of this Agreement.

- 4.6 Damage or Condemnation Prior to Closing.** Seller shall promptly notify City of any knowledge it obtains of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, City may, at its option, elect either to:
- 4.6.1** Terminate this Agreement, and neither City nor Seller shall have any further rights or obligations hereunder; or
 - 4.6.2** Continue Agreement in effect, in which event upon the purchase of the Property affected by condemnation, City shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.
- 4.7 Conditions to Benefit City with Respect to Purchase of Property.** The conditions contained in the section "Conditions to Close" are intended solely for the benefit of City with respect to the Property. If Seller is unable to deliver title to the Property as required herein, or the conditions described in the section "Conditions to Seller's Obligation to Sell Property" are not satisfied or if City does not give its approval as provided in that section, City shall have the right, at its sole election, either to proceed with the purchase and the Close of Escrow in accordance with the terms hereof, or, in the alternative, to terminate this Agreement. In the event City elects to terminate this Agreement for the reasons provided herein, City shall bear its own costs, and neither Party shall have any further rights or obligations under this Agreement.
- 4.8 Conditions to Seller's Obligation to Sell Property.** Seller's obligation to sell the Property under this Agreement is subject to the fulfillment, and Seller's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of Seller and any or all of which may be waived by Seller in writing at its option: (i) Seller is able to deliver possession to the Property to City on the Closing Date; (ii) there shall be no breach of City's representations and warranties set forth herein; (iii) and City shall have delivered to Escrow Holder each of the following:
- 4.8.1** Cash or other immediately available funds in the amount of the Purchase Price (including the Deposit) and sufficient to pay all of City's other costs associated with the Close of Escrow as provided herein;
 - 4.8.2** One (1) Preliminary Change of Ownership Report (the "PCOR"), for the Property;
 - 4.8.3** A closing statement prepared by Escrow Holder and approved in writing by City; and
 - 4.8.4** Any other documents, instruments or records which are reasonably required by Escrow Holder to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5 ESTABLISHMENT OF ESCROW

- 5.1 Time to Open Escrow.** Seller has opened an escrow to consummate the purchase of the Property pursuant to this Agreement.
- 5.2 Escrow Holder.** After the Opening of Escrow, City and Seller agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or

other instruments as may reasonably be required by Escrow Holder, in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

6 CLOSING

- 6.1 Selection of Closing Date.** The Close of Escrow hereunder shall be held and delivery of all items to be delivered at the Closing under the terms of this Agreement shall be performed at the offices of the Title Company on or before thirty (30) calendar days from the end of the Due Diligence Period, or such earlier or later date as City and Seller may mutually agree upon in writing (the "Closing Date").
- 6.1.1** In the event any of the conditions to Close of Escrow set forth in the section "Conditions to Close" have not been fulfilled by the Closing Date, the Close of Escrow may be extended one time for up to an additional ten (10) days ("Extended Closing Date") by either City or Seller.
- 6.2 Grant Deeds.** Prior to Close of Escrow, Seller shall deposit an executed Grant Deed into escrow.
- 6.3 Other Documents.** As required, Seller shall prepare or obtain the following documents:
- 6.3.1** Two (2) originals of a Natural Hazard Disclosure Statement, for the Property;
- 6.3.2** One (1) Seller's Affidavit of Non-foreign Status (the "FIRPTA Affidavit"), for the Property;
- 6.3.3** One (1) Real Estate Withholding Certificate (the "Form 593-C"), for the Property; and
- 6.3.4** Such other documents as are reasonably necessary for issuance of the required Title Policy.
- 6.3.5** Tenant-Executed Estoppel Certificates from each tenant dated no more than thirty (30) days prior to the Closing Date.
- 6.4 Encumbrances.** Seller shall pay in full any liens, claims, or mortgages encumbering the Property, if applicable.
- 6.5 City's Costs and Expenses.** Except as otherwise specified in this Agreement, Seller City shall pay the costs and expenses incurred pursuant to this Agreement as follows:
- 6.5.1** Seller shall pay one hundred percent (100%) of the Orange County Transfer Taxes and one hundred percent (100%) of the Escrow Holder's fees, and the costs of a CLTA Title Policy;
- 6.5.2** Any costs incurred through the Escrow relating to the Property that are not specifically allocated to Seller or City under this Agreement shall be paid by City.
- 6.5.3** Any endorsements to the Title Policy requested by City;

6.5.4 Its legal costs and consultants' fees associated with consummating the purchase.

6.6 **Failure to Close.** If, as a result of no fault of Seller or City, escrow fails to close, City shall pay the Escrow Holder's Cancellation fees and charges. In the event escrow fails to close through the fault of Seller, Seller shall pay any and all cancellation costs incurred as well as other expenses in connection therewith and City shall bear no expense with respect to the same. In the event escrow fails to close through the fault of City, City shall pay any and all cancellation costs incurred as well as other costs and expenses in connection therewith and Seller shall bear no expense with respect to the same.

6.7 **Delivery of Property.** On Close of Escrow, Seller shall deliver the Property to City in substantially the same condition except for reasonable wear and tear, as on the Effective Date.

7 **MUTUAL INDEMNIFICATION.** City and Seller shall indemnify the other Party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any breach of warranty or breach of covenant made, or in any document, certificate, or exhibit given or delivered to the other pursuant to or in connection with this Agreement. The indemnification provisions of this section "Mutual Indemnification" shall survive the delivery of the Grant Deed and transfer of title or, if title is not transferred pursuant to this Agreement, any termination of this Agreement.

8 **DEFAULT**

8.1 **Default by Seller.** In the event that Seller fails to perform any of the material covenants or agreements contained herein which are to be performed by Seller, City may, at its option and as its exclusive remedy, terminate this Agreement by giving written notice of termination to Seller whereupon Escrow Holder will return to City the Deposit and both City and Seller will be relieved of any further obligations or liabilities hereunder, except for those obligations which expressly survive any termination hereof.

8.2 **Default by City.** In the event City fails to perform any of the material covenants or agreements contained herein which are to be performed by City or otherwise breaches a material obligation under this Agreement, Seller may terminate this Agreement by giving written notice of termination to City, in which event City and Seller agree that it would be impractical and extremely difficult to estimate the damages which Seller may suffer. Therefore City and Seller do hereby agree that a reasonable estimate of the total net detriment that Seller would suffer in any such event is and shall be an amount equal to the Deposit, together with the accrued interest thereon; and, as Seller's sole and exclusive remedy (whether at law or in equity), said amount shall be disbursed to Seller as the full, agreed and liquidated damages for a breach of this Agreement by City, all other claims to damages or other remedies in respect of City's breach of this Agreement being herein expressly waived by Seller. Such payment of the Deposit is not intended as a penalty, but as full liquidated damages. Nothing contained in this section shall limit Seller's right to receive reimbursement for costs and expenses as set forth in this Agreement, nor waive or affect City's indemnity and confidentiality obligations.

SELLER'S INITIALS

CITY'S INITIALS

9 **RIGHT TO ENTER PROPERTY**

- 9.1** During the Feasibility Review Period, City shall have the right, at its own expense and pursuant to the provisions of this section, to select a licensed contractor and/or other qualified professional(s), to conduct inspections, tests, surveys, or other studies, including, but not limited to, environmental studies or assessments (the "Inspections") of the Property, and to conduct other due diligence and feasibility investigations regarding the ownership, use and development of the Property, as deemed necessary. Subject to the foregoing and Section 9.2 below, City and its representatives shall have the right of access to the Property throughout the Feasibility Review Period, for the purpose, at its own sole expense, of obtaining data and making surveys, tests, inspections, and other studies deemed necessary.
- 9.2** City may enter on the Property for the purposes permitted herein, subject to the following:
- 9.2.1** All such inspections shall be conducted in a manner so as not to interfere with Seller's conduct of business on the Property;
- 9.2.2** Reasonable precautions shall be exercised to avoid damage and protect persons or property;
- 9.2.3** City agrees to indemnify and hold Seller harmless from any damage caused by its activities authorized in this section including testing, inspections, entry and/or activities upon the Property by City, its agents, contractors and subcontractors. Notwithstanding the foregoing, to the extent any claims arise from or relate to a condition of the Property existing prior to City's exercise of the inspection rights granted herein or which arise from the acts of parties other than City or its agents, contractors or employees ("Buyer Parties"), City's indemnification and other obligations under this section shall not apply to such claims; and
- 9.2.4** All due diligence activities shall be in accordance with applicable laws.
- 9.3** Prior to the expiration of the Feasibility Review Period, City shall have the right to deliver to Seller a disapproval notice stating that its Inspections have disclosed a defect in the Property or revealed other matters which in City's sole and absolute discretion make acquiring the Property unacceptable, which notice (the "Disapproval Notice") shall describe the defect or matter (a "Defect") in reasonable particularity. If the Disapproval Notice asserts a Defect, Seller may, at its election and at its sole cost and expense, take such action as may be necessary to correct such Defect within ten (10) days after its receipt of the Disapproval Notice. In the event Seller elects to correct the Defect, the Close of Escrow may be extended for a time period sufficient to cure the Defect. The election of Seller to correct or not to correct any Defect shall be evidenced by its written notice to City delivered within ten (10) days after the receipt of the Disapproval Notice. If Seller elects not to cure the Defect, then City shall have the election of: (i) terminating this Agreement without liability on the part of City; or (ii) accepting the Property and Seller shall still remain liable for its covenants, representations, and warranties as otherwise provided in this Agreement. This election shall be made within fifteen (15) days after receipt by City of Seller's written notice electing not to cure the Defect.
- 9.4** At or prior to the end of the Feasibility Review Period, City shall notify Seller and the Escrow Holder in writing that City, in its sole discretion, either (i) elects to proceed with Escrow by providing Notice to Proceed, in which case the Deposit shall become non-refundable subject to Seller's

performance hereunder, or (ii) elects to cancel the Escrow, in which case this Agreement shall terminate and the Escrow Holder shall return the Deposit plus any interest accrued thereon to City. If City fails to deliver the Notice to Proceed by the end of the Feasibility Review Period, then City shall be deemed to have elected to cancel the Escrow.

9.5 City shall limit its activities on the Property to those due diligence investigations described herein.

10 **UNAVOIDABLE DELAYS.** Whenever performance is required of City or Seller under this Agreement, that Party agrees to use all reasonable diligence to perform in good faith; provided, however, if completion of performance is delayed at any time by reason of acts of God, war, civil commotion, riots, acts of terrorism, strikes, picketing, or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, governmental requirements, or causes beyond the reasonable control of a Party (other than financial inability), then the time for performance shall be extended by the time of the delay actually caused and the Close of Escrow shall be appropriately extended in order to accommodate such delay. The provisions of this section do not operate to excuse City or Seller from the timely payment of any monies required to be paid under this Agreement.

11 **GENERAL PROVISIONS**

11.1 **Time of Essence.** Time is of the essence of each provision of this Agreement in which time is an element.

11.2 **Further Documents.** Both Parties will, whenever and as often as it shall be reasonably requested by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered such further instruments and documents as may be necessary in order to complete the sale, conveyance and transfer provided for herein, including without limitation such escrow instructions as may be required by the Escrow Holder. Both Parties will do any and all other acts and will execute, acknowledge and deliver any and all documents as may be required in order to carry out the intent and purpose of this Agreement.

11.3 **No Recordation.** No document or other memorandum relating to the subject matter of this Agreement shall be recorded without the prior written consent and approval of Seller and City.

11.4 **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or electronically, addressed as follows:

DISTRICT

Santa Ana Unified School City
1601 E. Chestnut Ave
Santa Ana, California 92701
ATTN: Janea Marking, Associate
Superintendent, Business Services/CBO
Email: janea.marking@sausd.us
Telephone: (714) 480-5821

CITY

City of Santa Ana
20 Civic Center Drive
Santa Ana, CA 92702
ATTN: Kristine Ridge, City Manager
Email: kridge@santa-ana.org
Telephone: (714) 647-5654

With a copy to:

With a copy to:

Philip J. Henderson, Esq.
Sarine Abrahamian, Esq.
Orbach Huff & Henderson LLP
1901 Avenue of the Stars
Suite 575
Los Angeles, CA 90067
Telephone: 310-788-9200

Vicente Sarmiento, Mayor
David Penaloza, Mayor Pro Tem, Ward 2
Thai Viet Phan, Ward 1
Jessie Lopez, Ward 3
Phil Becerra, Ward 4
Jonathan Ryan Hernandez, Ward 5
Nelida Mendoza, Ward 6

Any notice personally given or sent by electronic transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11.5 Entire Agreement of City and Seller.** This Agreement and the attached exhibits constitute the entire Agreement between City and Seller and supersede all prior discussions, negotiations and Agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by City and Seller.
- 11.6 California Law.** This Agreement shall be governed by and the rights, duties and obligations of City and Seller shall be determined and enforced in accordance with the laws of the State of California.
- 11.7 Attorneys' Fees.** If either City or Seller files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Title Company, then, as between City and Seller, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the entity that is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether the prevailing party is entitled to its costs or attorneys' fees.
- 11.8 Waiver.** No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by City or Seller of any remedy provided in this Agreement or at law shall not prevent the exercise by that entity of any other remedy provided in this Agreement or at law or in equity.
- 11.9 Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of City and Seller hereto and their respective heirs, legal representatives, successors, and assigns.
- 11.10 Assignment.** Neither City nor Seller may assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of the other Party to this Agreement, and then only if assignee assumes in writing all of the prior Party's obligations hereunder; provided, however, neither City nor Seller shall be released from its obligations hereunder by reason of such assignment.
- 11.11 Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one (1) document.

- 11.12 Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of Parties.
- 11.13 Incorporation of Prior Agreements.** This Agreement contains all of the agreements of Parties hereto with respect to the matters contained herein, and no prior agreement or understanding, written or verbal, pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by Parties hereto or their respective successors in interest.
- 11.14 Disputes.** A dispute which cannot be resolved by Parties' representatives shall be submitted to binding arbitration pursuant to the auspices and real estate transaction rules of the American Arbitration Association. The arbitrator's fees shall be divided equally between Parties. If a dispute is unresolved after arbitration, any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County in which the Property is located in the State of California, and each Party expressly waives its right, under part II, title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.
- 11.15 Time.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, 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.
- 11.16 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.
- 11.17 Review of Form of Agreement.** Submission of this instrument for examination or signature by City or Seller does not constitute an agreement to purchase all, or any portion of, the Property, and it is not effective as an Agreement, or otherwise, until approval, execution and delivery by City and Seller.
- 11.18 Survival of Warranties, Covenants, and Obligations.** The warranties, covenants, and obligations of City and Seller under the provisions of this Agreement to the extent the same have not been fully performed, and excepting those covenants and obligations which have been extinguished by the expiration of a specified period of time, shall survive the Close of the Escrow through which the purchase is consummated.
- 11.19 Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 11.20 Force Majeure.** If either Party is unable, in whole or in part, to perform its obligations under this Agreement, by reason of the occurrence of fire, casualty, unavoidable accident, failure of usual source of supply, strike, labor conditions, lockouts, war, acts of God, the enactment of any Federal, State, or municipal law or ordinance, or the issuance of any executive or judicial order, whether Federal, State, or municipal, or of any other legally constituted authority, or any other cause not within the control of Party claiming relief notwithstanding the exercise of due diligence,

Party shall give written notice to the other Party as soon as practicable after the occurrence. The obligations of that Party shall be suspended during the continuance of the cause stated in the notice, which Party shall remedy or remove expeditiously. In such case, the obligations, terms, and conditions of this Agreement shall be extended for the period necessary to compensate for any suspension of performance subject to the terms and conditions herein.

ACCEPTED AND AGREED on the date indicated below:

Dated: July 12, 2022

Dated: _____, 2022

Santa Ana Unified School District

City of Santa Ana

By: 

By: _____

Name: Janea Harking

Name: _____

Title: Assoc Supt / CBO

Title: _____

APPROVED AS TO FORM


John M. Funk, Assistant City Attorney

Exhibit "A"
Legal Description of Property

**PROPERTY ACQUISITION
SANTA ANA ELEVATED WATER TANK
A.P. NO. 398-151-01**

THAT PORTION OF THE LINCOLN PARK TRACT IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, FILED IN BOOK 6 PAGE 14 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LINCOLN PARK TRACT, BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF FOURTEENTH STREET AND THE EASTERLY-RIGHT OF-WAY OF FRENCH STREET AS SHOWN ON LINCOLN PARK TRACT, THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF FOURTEENTH STREET EAST 603.32 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID RIGHT-OF-WAY NORTH 26°47'55" WEST 79.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTELRY, HAVING A RADIUS OF 43.00 FEET; THENCE NORTHEASTERLY 67.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°31'58"; THENCE NORTH 63°44'03" EAST 57.80 FEET TO THE WESTERLY RIGHT-OF-WAY OF PENN WAY AS SHOWN ON RECORD OF SURVEY 2003000632795, BOOK 194, PAGE 28-36 IN THE OFFICE OF THE ORANGE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 26°05'35" EAST 172.27 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 90°00'00" WEST 111.00 FEET TO THE **TRUE POINT OF BEGINNING**.

AS SHOWN ON THE ATTACHED EXHIBIT "C" AND BY THIS REFERENCED MADE A PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATION, RIGHTS, RIGHT-OF-WAY OF RECORD, IF ANY.

CONTAINING 14,412 SQUARE FEET, MORE OR LESS.



Legal Description prepared by
or under the supervision of:

A handwritten signature in black ink, appearing to read "Eric W. Metz", written over a horizontal line.

Eric W. Metz, L.S. 9198

Exhibit "B"
Grant Deed

When recorded, please mail this instrument and tax statements to:

Clerk of the Council
City of Santa Ana
20 Civic Center Plaza, N-20
Santa Ana, California 92701

Free recording requested by
THE CITY OF SANTA ANA PER
GOVERNMENT CODE SECTION 6103.

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder



No Fee

19950447766 10:09am 10/11/95

001 22881223 1. 27
002 4 85 8.00 7.00 8.00 8.00 8.00 8.00
0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXCISE TAXES	APPROVED AS TO FORMS AND FEE	APPROVED BY CLERK	EXCISE TAXES	EXCISE TAXES	APPROVED BY	EXCISE TAXES	EXCISE TAXES
			Eng.	OSW	398-151-01.	RE 94	Misc. Sch.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SANTA ANA UNIFIED SCHOOL DISTRICT

Do hereby Grant to THE CITY OF SANTA ANA, a Municipal Corporation,
the real property in the City of Santa Ana, County of Orange, State of California, described as follows:

All that certain real property described in Exhibit A, attached hereto and
made a part hereof by this reference.

SANTA ANA UNIFIED SCHOOL DISTRICT

Dated 9/27/95

COUNTY OF CALIFORNIA
COUNTY OF

On _____
personally appeared _____

personally known to me or 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.

WITNESS my hand and official seal

By _____
Al Mijares, Ed.D., Secretary, Board of
Education of SAUSD

By _____

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

NORTHEAST CORNER OF FIFTH AND FOURTEEN STREETS
APPROXIMATE LOCATION

Number: 19950447766

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 1007

State of California

County of Orange

On October 2, 1995 before me, Elda Pope, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared Dr. Al Milares

NUMBER OF SIGNER(S)

☒ personally known to me - OR - ☐ 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.



WITNESS my hand and official seal.

Elda Pope
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

RELATION

- ☐ PARTNER(S) ☐ LIMITED
☐ TRUSTEE(S) ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Grant Deed

TITLE OR TYPE OF DOCUMENT

3

NUMBER OF PAGES

9/27/95

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(ES)

SAUSD

SIGNER(S) OTHER THAN NAMED ABOVE

©1993 NATIONAL NOTARY ASSOCIATION • 2226 Riverwood Ave., P.O. Box 7184 • Carle Place, CA 91304-7184

at Number

EXHIBIT A

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

An easement for street purposes over a portion of Lot 1, as shown on a map of Lincoln Park Tract, recorded in Book 6, page 14 of Miscellaneous Maps in the Office of the County Recorder of said County, bounded and described as follows:

Beginning at the Southwest corner of Lot 1 of said Tract, thence North along the Westerly line of said Lot, 17.00 feet; thence Southeasterly, 24.04 feet more or less, to a point in the Southerly line of said Lot, said point being 17.00 feet Easterly of said Southwest corner; thence westerly 17.00 feet along said Southerly line of said Lot to the point of beginning.

at Number

This is to certify that the interest in the real property conveyed by the deed dated September 27, 1925 from SANTA ANA UNIFIED SCHOOL DISTRICT to the City of Santa Ana, a political corporation and governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Resolution No. 69-158 of the City Council adopted on October 6, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

10-9-95
Dated



City Manager

Number: _____

THIS IS A CERTIFIED COPY OF THE
RECORD IF IT BEARS THE SEAL, AND
SIGNATURE OF THE ORANGE
COUNTY CLERK-RECORDER.

DATE: 7/1/2022

CERTIFICATION FEE: 5.00



COUNTY CLERK-RECORDER

Hugh Nguyen

ORANGE COUNTY
STATE OF CALIFORNIA

Certified Copy of document number 19950447766

Document Number: 19950447766 Page: 5 of 5