

**RESOLUTION OF THE PERRIS UNION HIGH SCHOOL DISTRICT
AUTHORIZING STAFF TO ENTER INTO A PURCHASE AND SALE AGREEMENT
AND MAKING RELATED FINDINGS**

WHEREAS, the Perris Union High School District (“District”) currently owns certain real property located at 11 South D Street, Perris California, 92570 (“Property”) and identified by County Assessor's parcel number 313-091-001; and

WHEREAS, California Education Code section 17455 et seq. authorizes the District, under the direction of its Board of Trustees (“Board”), to sell surplus district property; and

WHEREAS, the Board determined on December 18, 2019 that the Property is surplus to the District's needs and it is in the best interests of the District to sell the Property; and

WHEREAS, the City of Perris (“Buyer”) desires to purchase the Property; and

WHEREAS, effective January 1, 2020, Government Code section 54220 et seq. requires certain local agencies to provide a notice of availability to certain housing authorities and other designated public agencies prior to disposing of certain surplus property, unless the local agency finds that the property at issue is “exempt surplus land,” as defined in Government Code section 54221(f); and

WHEREAS, the Property here constitutes “exempt surplus land” as defined by Government Code section 54221(f)(1)(I) because it is subject to Education Code section 17388 and the Property has previously been evaluated by the Board appointed advisory committee as part of the District’s 7-11 committee process; and

WHEREAS, given the new language in Government Code section 54220 et seq., the Board, prior to disposing of the Property, now wishes to make a finding that the Property constitutes “exempt surplus land”; and

WHEREAS, it is in the best interests of the District to sell the Property to Buyer; and

WHEREAS, the District has reached an agreement with Buyer for the sale of the Property for Nine Hundred and Seventy Five Thousand Dollars (\$975,000.00), as memorialized in the purchase and sale agreement (“Agreement”) attached as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED that the foregoing recitals are hereby adopted as true and correct.

BE IT FURTHER RESOLVED that that the Property constitutes “exempt surplus land” as defined by Government Code section 54221(f).

BE IT FURTHER RESOLVED that the Board authorizes and directs the Deputy Superintendent of Business Services, Candace Reines, or her designee, to execute the Agreement, any amendments and accompanying documents, and to take all further action necessary to effectuate the intent of this Resolution.

PASSED AND ADOPTED by the Perris Union High School District Board of Trustees at a regular meeting held on April 15, 2020 by the following vote:

AYES:	Anthony T. Stafford, Sr.	_____
NOES:	Dr. Jose Luis Araux	_____
	Edward D. Garcia, Jr.	_____
ABSENT:	Dr. Randall Freeman	_____
	David G. Nelissen	_____
ABSTAIN:		

STATE OF CALIFORNIA]
] ss
 COUNTY OF RIVERSIDE]

I, Edward D. Garcia, Jr., Clerk of the Board of Trustees, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date: April 15, 2020

 Edward D. Garcia, Jr.,
 Clerk of the Board of Trustees

EXHIBIT "A"

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS
[APN 313-091-001]**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this 15th day of April, 2020 ("Effective Date") by and between THE CITY OF PERRIS, a municipal corporation ("Buyer"), and THE PERRIS UNION HIGH SCHOOL DISTRICT, a California public school district, ("Seller"). This Agreement includes the terms of purchase and sale between the parties and joint escrow instructions to the Escrow Holder (defined below). The Buyer and the Seller may be referred to individually herein each as a "Party", and collectively as the "Parties."

R E C I T A L S:

Seller is the owner of approximately 28,292 square feet of real property and improvements located in the City of Perris, County of Riverside, State of California, located at 11 S. D Street and referred to as Assessor's Parcel Number ("APN") 313-091-001 and which is legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference ("Property").

Seller has identified the Property as surplus in accordance with the provisions of Education Code section 17486.

Seller obtained an appraisal report ("Appraisal") from an independent third party in which it was determined that the fair market value of the Property on an as-is basis is Nine Hundred Seventy-Five Thousand Dollars and No Cents (\$975,000.00).

Seller offered the Property for sale to Buyer in accordance with the provisions of Education Code section 17464(c), and Buyer notified the Seller of its interest in purchasing the Property within the statutory designated period, resulting in the negotiation of the purchase of the Property in accordance with the terms of this Agreement.

Seller desires to sell and Buyer desires to purchase the Property (further defined below) pursuant to the terms and conditions of this Agreement.

D E F I N I T I O N S:

"Business Days" - shall mean calendar days excluding weekends, holidays, and any other closures of the Parties' administrative offices.

"Buyer" - shall mean the City of Perris, a municipal corporation.

"Calendar Days" - shall mean consecutive calendar days excluding recognized federal and state holidays.

"City" - shall mean the City of Perris, a municipal corporation formed and existing under the laws of the State of California. The term City also includes any assignee of, or successor to, its rights, powers, and responsibilities.

"Closing" - shall mean the exchange of money and documents, and shall be deemed to have occurred when all conditions to closing have been satisfied or waived, Seller's Deed to Buyer has been recorded, the Escrow Holder holds and can record and deliver the remaining documents described in the Agreement, the Title Company is irrevocably and unconditionally committed to issue the Title Policy, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

"Escrow Holder" - shall mean Stewart Title of California Inc., 11870 Pierce St., Suite 100, Riverside, CA 92505, (951) 276-2700.

"Property" - shall mean that certain Seller-owned real property and improvements, referred to as Assessor's Parcel Number ("APN") 313-091-001, located at 11 S. D Street in the City of Perris, and consisting of approximately 28,292 square feet, and more particularly described in Exhibit "A" of this Agreement.

"PST" - shall mean Pacific Standard Time.

"Seller" shall mean the Perris Union High School District, a California public school district.

"Title Company" - shall mean Stewart Title of California Inc., 11870 Pierce St., Suite 100, Riverside, CA 92505, (951) 276-2700, shelly.sanchez@stewart.com.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to and on the terms and conditions herein set forth, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell, assign and convey to Buyer the Property herein described, together with:

- (a) All privileges, rights, easements, appurtenances belonging to the Property excepting any dedications, easements or other rights-of-way reserved to or required by Seller or other entity as set forth in the Deed and/or approved title exceptions;
- (b) All development rights and air rights relating to the Property; and
- (c) All minerals, oil, gas, and other hydrocarbon substances on and under the Property subject to any exceptions set forth on the Deed or recorded against Property; all right, title

and interest of Seller in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements subject to Section 1(a) above, and other easements and rights-of-way including in, adjacent to or used in connection with the beneficial use and enjoyment of the Property.

Seller shall sell, assign, and convey to Buyer the Property in its condition, AS-IS, WHERE IS, at the Close of Escrow.

2. OPENING OF ESCROW.

Within three (3) Business Days after Buyer's receipt of a copy of the fully executed (by both Buyer and Seller) Agreement, the Parties shall open an escrow ("Escrow") with the Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date the executed Agreement is delivered to Escrow Holder ("Opening of Escrow"). Escrow Holder shall acknowledge the Opening of Escrow and its agreement to act as Escrow Holder by promptly delivering a written confirmation of the date of the Opening of Escrow to the Buyer and Seller. The Escrow Holder shall be Stewart Title of California Inc., 11870 Pierce St., Suite 100, Riverside, CA 92505, (951) 276-2700. The Escrow Officer shall be Shelly Sanchez, Commercial Escrow Officer, who can be contacted at (951) 276-2700, shelly.sanchez@stewart.com..

3. PAYMENT OF PURCHASE PRICE.

3.1 Amount of Purchase Price.

The purchase price for the Property shall be Nine Hundred Seventy-Five Thousand Dollars and No Cents (\$975,000.00) ("Purchase Price"). Purchase Price shall be payable through Escrow as described in Section 3.2, below.

3.2 Deposit.

Concurrently with the Opening of Escrow, Buyer shall deposit the sum of FIVE THOUSAND Dollars (\$5,000.00) ("**Deposit**") into Escrow. The Deposit shall be applied against the Purchase Price at Close of Escrow. The Deposit shall be returned to Buyer if the Agreement and the Escrow are terminated due to non-satisfaction of any Due Diligence condition, or for any other reason whatsoever other than Buyer's Default, and thereafter neither Party shall have any further rights or obligations except as otherwise stated in this Agreement. The Deposit shall be paid to Seller as liquidated damages pursuant to Section 3.4 if Close of Escrow (defined in Section 5.1 below), does not occur as a result of a Buyer Default (defined in Section 3.4 and described in Section 13.1 below).

3.3 Payment of Purchase Price.

On the day preceding Close of Escrow, Buyer shall deposit the balance of the Purchase Price with Escrow Holder in "good funds." "Good funds" shall mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, or cash. Escrow Holder shall disburse the cash amount of the Purchase

Price to Seller after recordation of the grant deed transferring title to the Property. The total compensation to be paid by Buyer to Seller is all-inclusive of Seller's interest in the Property.

3.4 Liquidated Damages.

THE PARTIES ACKNOWLEDGE AND AGREE THAT SELLER WILL SUFFER SUBSTANTIAL DAMAGES IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THE PROVISIONS HEREIN AS A RESULT OF A BREACH BY BUYER OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT ("BUYER DEFAULT"). GIVEN FLUCTUATIONS IN LAND VALUES, THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL REGULATIONS, THE FLUCTUATING MONEY MARKET FOR REAL ESTATE LOANS AND OTHER FACTORS WHICH DIRECTLY AFFECT THE VALUE AND MARKETABILITY OF THE PROPERTY, THE PARTIES REALIZE THAT IT WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE ACTUAL AMOUNT OF SELLER'S DAMAGES IN THE EVENT OF SUCH BUYER DEFAULT. THEREFORE, THE PARTIES HEREBY AGREE THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF SUCH DAMAGES, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF EXECUTION OF THIS AGREEMENT, AND THAT SELLER SHALL HAVE THE RIGHT TO RECEIVE AND RETAIN THE FULL AMOUNT OF THE DEPOSIT AS LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, AS SELLER'S SOLE RIGHT TO DAMAGES AS A RESULT OF THE BUYER DEFAULT AND AS ITS SOLE REMEDY FOR SUCH BUYER DEFAULT. SELLER WAIVES ALL RIGHTS SELLER OTHERWISE MAY HAVE PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1677 OR OTHERWISE TO SPECIFICALLY ENFORCE THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT LIMIT OR LIQUIDATE ANY OBLIGATIONS OR LIABILITIES OF BUYER PURSUANT TO SECTION 7. BY SIGNING THEIR INITIALS BELOW, EACH PARTY CONFIRMS ITS CONSENT TO AND AGREEMENT WITH THE PROVISIONS OF THIS PARAGRAPH:

_____ _____
Seller's Initials Buyer's Initials

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Buyer.

Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement.

4.2 Seller.

Seller agrees that on or before 12:00 noon on the business day preceding the Closing Date, Seller will deposit with Escrow Holder an executed and recordable grant deed ("Grant Deed"),

substantially in the form as provided in Exhibit "C," conveying the Property to Buyer, together with such funds and other items and instruments as may be necessary in order for the Escrow Holder to comply with this Agreement. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Article 6 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME OF ESSENCE.

5.1 Closing Date.

The Parties desire that the Escrow close in no event later than June 30, 2020, unless otherwise extended by mutual written agreement. The terms "Close of Escrow" and/or "Closing" and/or "Closing Date" are used herein to mean the time that Seller's Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Riverside County, California. Subject to satisfaction or waiver of all conditions to Closing set forth in Section 8.1 and Section 8.2 of this Agreement, Escrow shall close twenty-nine (29) days from the end of the Due Diligence Period (defined below) ("**Closing Date**"), unless otherwise extended by Parties' written agreement.

5.2 Possession.

Possession and occupancy shall be delivered to Buyer at 5:00 p.m. PST on the Closing Date.

5.3 Time of Essence.

Buyer and Seller specifically understand that time is of the essence and Buyer and Seller each specifically agree to strictly comply and perform their obligations herein in the time and manner specified and waive any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

6. TITLE POLICY.

6.1 Approval of Title.

Promptly following execution of this Agreement, but in no event later than five (5) calendar days following Opening of Escrow, Seller shall furnish Buyer with a Preliminary Title Report ("PTR") issued through the Title Company, describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein. The Title Company shall be Stewart Title of California Inc., 11870 Pierce St., Suite 100, Riverside, CA 92505. The Title Officer shall be Shelly Sanchez, who can be contacted at (951) 276-2700, shelly.sanchez@stewart.com, and/or other appropriate personnel of the Title Company authorized and qualified to provide title services. Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's approval of all matters contained in the PTR or of any objections Buyer may have to title exceptions or other matters ("Disapproved Exceptions") contained in the PTR within five (5) calendar days of receiving the PTR. If Buyer fails to deliver Buyer's Title Notice within said

period, Buyer shall be conclusively deemed to have disapproved the PTR and all matters shown therein.

(a) In the event Buyer delivers Buyer's Title Notice rejecting certain title matters contained in the PTR, or is deemed to have disapproved such matters, Seller shall have a period of five (5) calendar days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"), provided, however, if the exception was caused by Seller or can be removed by Seller at no or minimal cost, Seller shall remove the Exception. Seller's failure to deliver Seller's Notice within said five (5) calendar day period shall be deemed Seller's election to decline to remove the Disapproved Exceptions. If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, if Seller is deemed to have elected to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) calendar days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines or is deemed to have declined to remove such Disapproved Exception(s).

(b) Upon the issuance of any amendment or supplement to the PTR which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) calendar days following receipt of notice of such additional exceptions. Notwithstanding the foregoing, Buyer's Title Notice and Review period shall automatically terminate three (3) Business Days prior to Close of Escrow and Buyer's failure to tender Buyer's Title Notice to Seller shall be deemed Buyer's automatic and conclusive approval of the PTR.

6.2 Title Policy.

At the Close of Escrow, the Escrow Holder shall furnish Buyer with an American Land Title Association ("ALTA") Owner's Policy of Title Insurance ("Title Policy") for the Buyer's interest, wherein the Title Company shall insure that title to the Property shall be vested in Buyer, containing no exception to such title which has not been approved or waived by Buyer in accordance with this Section. The Title Policy shall include any available title insurance, extended coverage or endorsements that Buyer has reasonably requested. Seller shall pay the cost that would be required for a California Land Title Association Title Policy. Buyer shall pay the additional cost for the ALTA Title Policy and survey. The premiums for any extended title coverage or endorsements requested by Buyer shall be borne solely by Buyer.

7. DUE DILIGENCE.

7.1 Review of Documents.

Within five (5) calendar days of Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any

amendments or modifications thereto); the PTR including underlying documents; all reports or other documents in Seller's possession respecting the physical condition of or prior uses of the Property, if any, including, but not limited to, building plans, site plans, ALTA survey, soils and geotechnical studies, and structural studies; and any other information in Seller's possession or control reasonably requested by Buyer regarding the Property. Seller's failure to provide Buyer with a complete copy of each document required to be delivered to Buyer pursuant to this Section shall automatically toll the Due Diligence Period (described below) one day for each day that Seller fails to satisfy its obligations set forth in this Section. Seller's failure to provide the documents referenced herein to Buyer within the Due Diligence Period shall vest with Buyer the option to terminate this Agreement as set forth in Section 10.5.

7.2 Scope of Due Diligence.

Buyer, until 5:00 p.m. PST on June 1, 2020 ("Due Diligence Period"), shall have the right to make an analysis of the Property including such engineering, feasibility studies, soils tests, environmental studies, surveys and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all permits, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies.

7.3 Entry for Investigation.

(a) Subject to the conditions hereafter stated, Seller grants to Buyer, its agents and employees a limited license to enter upon any portion of the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Buyer's sole cost and expense.

(b) As a condition to Buyer's entry, inspection or testing, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement.

7.4 Approval of Due Diligence Matters.

Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") on or before expiration of the Due Diligence Period of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6.1 above), which approval may be withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before expiration of the Due Diligence Period shall be conclusively deemed Buyer's approval thereof. Buyer's written disapproval of said matters prior to expiration of the Due Diligence Period shall vest in the Buyer, in its sole and absolute discretion, the option of terminating this Agreement as set forth in Section 10.5 of this Agreement. In such event, Buyer and Seller shall have no further rights or obligations hereunder, and Escrow Holder shall refund the Deposit to Buyer.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Condition to Buyer's Obligations.

The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(a) Title Company will issue the ALTA Title Policy as required by Section 6 of this Agreement insuring title to the Property vested in Buyer.

(b) Buyer has approved in writing the condition to title of the Property on or before the date provided in Section 6.1 above.

(c) Buyer has approved in writing all Due Diligence matters on or before the expiration of the Due Diligence Period.

(d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(e) Seller has deposited an executed and recordable Grant Deed into Escrow.

(f) Seller has removed the portable/modular structures depicted/identified in Exhibit "D" hereto.

(g) Seller has performed its obligations pursuant to paragraph 8.4, below, and the tenant and any sublessees have vacated the Property.

8.2 Condition to Seller's Obligations.

The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of the following condition precedent:

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(b) This Agreement shall have been approved by the Board of Trustees of the Perris Union High School District ("**Board**").

(c) Buyer shall have timely performed all of Buyer's obligations under this Agreement.

(d) Buyer shall not have terminated this Agreement pursuant to any right or election of Buyer to terminate provided under this Agreement.

(e) Escrow Holder shall have received the Purchase Price as adjusted and payable in a manner provided for in this Agreement.

(f) All warranties and representations of Buyer set forth in this Agreement shall be true and correct in all respects on the Agreement Date through the date of Closing.

8.3 Termination for Failure of a Condition.

If Buyer's closing conditions or Seller's closing conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the closing conditions run by written notice to the other. If this Agreement is so terminated, the Parties shall have no further obligation or liability under this Agreement, except as provided that Escrow Holder must return all amounts deposited by Buyer into Escrow, to Buyer. Any cancellation fee or other costs of the Escrow Holder and Title Company shall be borne equally by Buyer and Seller and each Party shall pay its own expenses.

8.4 Existing Tenancy

(a) The Parties acknowledge that as of the Effective Date of this Agreement, there is a tenant in possession of the Property. Seller hereby warrants that it has sent the required notice for termination of the Lease and will seek to ensure that any tenant, or any sublessee of tenant, has vacated the Property on or before June 30, 2020 by 5:00 PM PST. A copy of the letter ("Termination Notice") of Termination of Lease Agreement for the Property ("Lease") and a copy of the Modified Lease Termination Letter ("Modified Termination Letter") are attached hereto as Exhibit "E", and incorporated herein by reference.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Representations and Warranties - Buyer.

(a) Buyer hereby warrants and represents that, as of the Effective Date, this Agreement and the performance of Buyer's obligations under it and all the documents executed by Buyer that are to be delivered to Seller at the Closing are, or on the Closing Date shall be, duly authorized, executed, and delivered by Buyer and are, or at the Closing Date shall be, legal, valid, and binding obligations of Buyer, and do not, and on the Closing Date shall not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Buyer to enter into or to perform Buyer's obligations under this Agreement, except as has already been obtained.

(b) Until the Closing, Buyer shall not do anything which would impair Seller's title to any of the Property.

9.2 Representations and Warranties – Seller

(a) Seller hereby warrants and represents that, as of the Effective Date, this Agreement and the performance of Seller's obligations under it and all the documents executed by Seller that are to be delivered to Seller at the Closing are, or on the Closing Date shall be, duly authorized, executed, and delivered by Seller and are, or at the Closing Date shall be, legal, valid, and binding obligations of Seller, and do not, and on the Closing Date shall not, violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject. Consent of the Seller's Board of Trustees is required for Seller to enter into or to perform Seller's obligations under this Agreement, and will be obtained before the Agreement is executed on behalf of the Seller hereunder.

(b) Seller hereby warrants and represents that it has complied with the requirements of Education Code section 17464, as applicable.

9.3 Effect of Representations and Warranties.

Each representation and warranty in this Article 9: (a) is material and being relied on by the party to which the representation and warranty is made; (b) is true in all respects as of the Effective Date; (c) shall be true in all respects on the Closing Date; and (d) shall survive the Closing, except as otherwise provided in this Agreement.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions.

This Agreement, when signed by Buyer and Seller, shall also constitute Escrow instructions to Escrow Holder. Escrow Holder is hereby directed to disburse funds held by it in accordance with the terms of this Agreement, or as otherwise instructed in a writing signed by both Buyer and Seller. The Parties shall execute any additional escrow instructions reasonably required by Escrow Holder to consummate the transaction, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail, unless such instructions state the modification in full and the specific modification is initialed by both Parties.

10.2 Completion of Documents.

Escrow Holder is authorized to collate counterparts of documents deposited in Escrow, and to otherwise complete such documents where appropriate and consistent with this Agreement.

10.3 Distribution of Funds and Documents.

At the Close of Escrow, Escrow Holder shall do each of the following:

10.3.1 Payment of Encumbrances. Pay any existing monetary encumbrances in accordance with the demand approved by Seller, utilizing funds deposited by Buyer in Escrow.

10.3.2 Recordation of Documents. Cause the Grant Deed for the Property to be recorded by the County Recorder of Riverside County and each other document to be recorded under the terms of this Agreement and, after recordation, cause the County Recorder to mail the Grant Deed to Buyer and each other document to the Party for whose benefit said document was recorded in accordance with the Notice provisions of Section 14.1.

10.3.3 Distribution of Funds. Distribute, pursuant to instructions to be given by the recipient: (1) to Seller, the cash portion of the Purchase Price,

adjusted for prorations, charges and other credits and debits provided for under the terms of this Agreement; and (2) to Buyer, any excess funds delivered to Escrow Holder by Buyer.

10.3.4 Conformed Copies. Deliver to Seller and Buyer copies of all fully executed, recorded documents and escrow instructions. Each recorded document shall be conformed to show the recording date and file number.

10.4 Closing Statement. As soon as reasonably practical after the Closing, Escrow Holder shall prepare a final accounting and closing statement for this transaction and send an electronic copy to Seller and Buyer.

10.5 Additional General Escrow Provisions.

All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Riverside County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder's check.

10.6 Proration of Real Property Taxes.

Although both Parties are public entities and thus exempt from all general and special real property taxes, any other applicable property taxes levied on the Property shall be pro-rated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

10.7 Payment of Costs.

Seller shall pay documentary transfer fees and taxes, the premium charges for the CLTA Title Policy, the cost for preparation of a Natural Hazard Zone Disclosure ("NHD") report, the cost to record the Grant Deed, if any, and one-half of the Escrow fees. Buyer shall pay one-half of the Escrow fees and any non-standard coverage, including ALTA premiums or endorsements, requested by Buyer. If Buyer may, in its sole discretion, desire extended coverage under the Title Policy, Buyer shall pay the additional premiums for such coverage. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the Parties in a manner consistent with the custom and usage of Escrow Holder.

10.8 Termination and Cancellation of Escrow.

10.8.1 Time is of the essence in this Agreement. If Escrow fails to close as provided above, Escrow shall terminate upon written consent of the Parties and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.8.2 The Seller shall have the right to terminate this Agreement at any time before May 11, 2020, with five (5) Business Days' written notice to Buyer, if in the Seller's discretion a more favorable offer is received from one of the designated entities to which an offer was provided under Education Code Section 17464. Termination by Seller pursuant to this Section 10.8.2 shall not be considered a Seller Default hereunder. If the Seller exercises its right to terminate pursuant to this section, Buyer's Deposit will be refunded.

10.9 Information Report.

Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-S as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e). The Parties further agree that neither Buyer nor Seller shall seek to hold the other party liable for the disclosure to the Internal Revenue Service of any such information.

11. BROKERAGE COMMISSIONS.

Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

12. RISK OF PHYSICAL LOSS.

Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty, Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within thirty (30) days following the date Buyer learns of the occurrence of such casualty or Close of Escrow, whichever occurs sooner. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage. Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval

thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

13. DEFAULT.

13.1 Buyer's Default.

Buyer shall be deemed to be in Default under this Agreement if Buyer fails, for any reason other than Seller's default under this Agreement or the failure of a condition precedent to Buyer's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Buyer) by reason of Buyer's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Seller has given Buyer written notice of the Default, and Buyer has failed to cure such Default within five (5) days after the receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

13.2 Seller's Default.

Seller shall be deemed to be in Default under this Agreement if Seller fails, for any reason other than Buyer's Default under this Agreement or the failure of a condition precedent to Seller's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Seller) because of Seller's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Buyer has given Seller written notice of the Default, and Seller has failed to cure such Default within five (5) days after receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

13.3 Specific Performance

In addition to any other rights or remedies, either party may take legal action to compel specific performance of this Agreement.

14. MISCELLANEOUS.

14.1 No Conflict of Interest.

No officer or employee of the Buyer or Seller shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Seller warrants that it has not paid or given and will not pay or give any third party, any money or other consideration for obtaining this Agreement.

14.2 Assignment.

Buyer shall not have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the Seller at Seller's absolute and sole discretion. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns. Buyer will provide written notice to Seller and Escrow Holder of any assignment and/or vesting designation as may be required so as to not delay Close of Escrow.

14.3 Attorneys' Fees.

In any action between the Parties hereto seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.4 Notices.

Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery, facsimile or electronic mail and by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the Parties may hereinafter designate:

To Buyer: The City of Perris
101 North D Street
Perris, CA 92570
Attn: City Manager

Copy To: Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, California 92501
Attn: Eric L. Dunn, Esq.

To Seller: Perris Union High School District
155 E. Fourth Street
Perris, CA 92570
Attn: Deputy Superintendent of Business Services, Candace Reines
Email: candace.reines@puhsd.org

Copy To: Fagen Friedman & Fulfrost LLP
1525 Faraday Ave., Suite 300
Carlsbad, CA 92008
Attn: Kelley A. Owens, Esq.
Email: kowens@f3law.com

For a notice given by facsimile or electronic mail, it shall be considered delivered upon the earlier of: (a) the date the recipient actually received and read the notice as evidenced by the recipient's (non-automatic) reply to such notice or other competent evidence of actual receipt, or (b) the date of duplicate notice given by the sender by any mode of transmission allowed above other than facsimile or electronic mail. Any party may from time to time, by written notice to the other, designate a different address which shall be substituted for that specified above. Any notice shall be effective only upon delivery.

14.5 Interpretation; Governing Law.

This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.6 No Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.7 Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.8 Extensions

Seller and Buyer may authorize extensions of any deadline under this Agreement by written mutual agreement with a copy delivered to Escrow Holder. The City Manager of Buyer is authorized to execute any extensions on behalf of Buyer. The Deputy Superintendent of Business Services of Seller is authorized to execute any extensions on behalf of Seller.

14.9 Severability.

If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.10 Merger of Prior Agreements and Understandings.

This Agreement and other documents incorporated herein by reference contain the entire understanding between the Parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

14.11 Time.

Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

14.12 Non-Liability of Officials or Employees.

No officer, official or employee of either party shall be personally liable to the other, 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.

14.13 Continuing Cooperation.

Each party shall execute and deliver such other reasonable documents requested by the other party or by Escrow Holder to consummate the transactions described herein.

14.14 No Third-Party Beneficiary.

The provisions of this Agreement are not intended to benefit any third parties.

14.15 Execution in Counterparts.

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart. This Agreement may also be executed and delivered by facsimile or electronic mail transmission (in pdf or similar format) with the same force and effect as if an original executed counterpart "hard" copy of this Agreement had been delivered by the delivering party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the date set forth above.

"BUYER"

THE CITY OF PERRIS

By: Michael M. Vargas
Its: Mayor

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Eric L. Dunn
City Attorney

"SELLER"

PERRIS UNION HIGH SCHOOL
DISTRICT

By: Candace Reines
Its: Deputy Superintendent of Business
Services

APPROVED AS TO FORM

Kelley A. Owens, Esq.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

POR LOT 4 BLK 17 AND LOTS 1, 2 & 3 BLK 17 MB 005/270 SD MAP OF TOWN OF PERRIS Lot 1
Block 17 SubdivisionName MAP OF TOWN OF PERRIS LotType Lot RecMapType Map Book
RecordedCOCode SD MapPlatB 005 MapPlatP 270 PortionLot Portion Lot 2 LotType Lot Lot 3
LotType Lot Lot 4 LotType Lot

APN: 313-091-001

EXHIBIT "B"

MAP OF THE PROPERTY

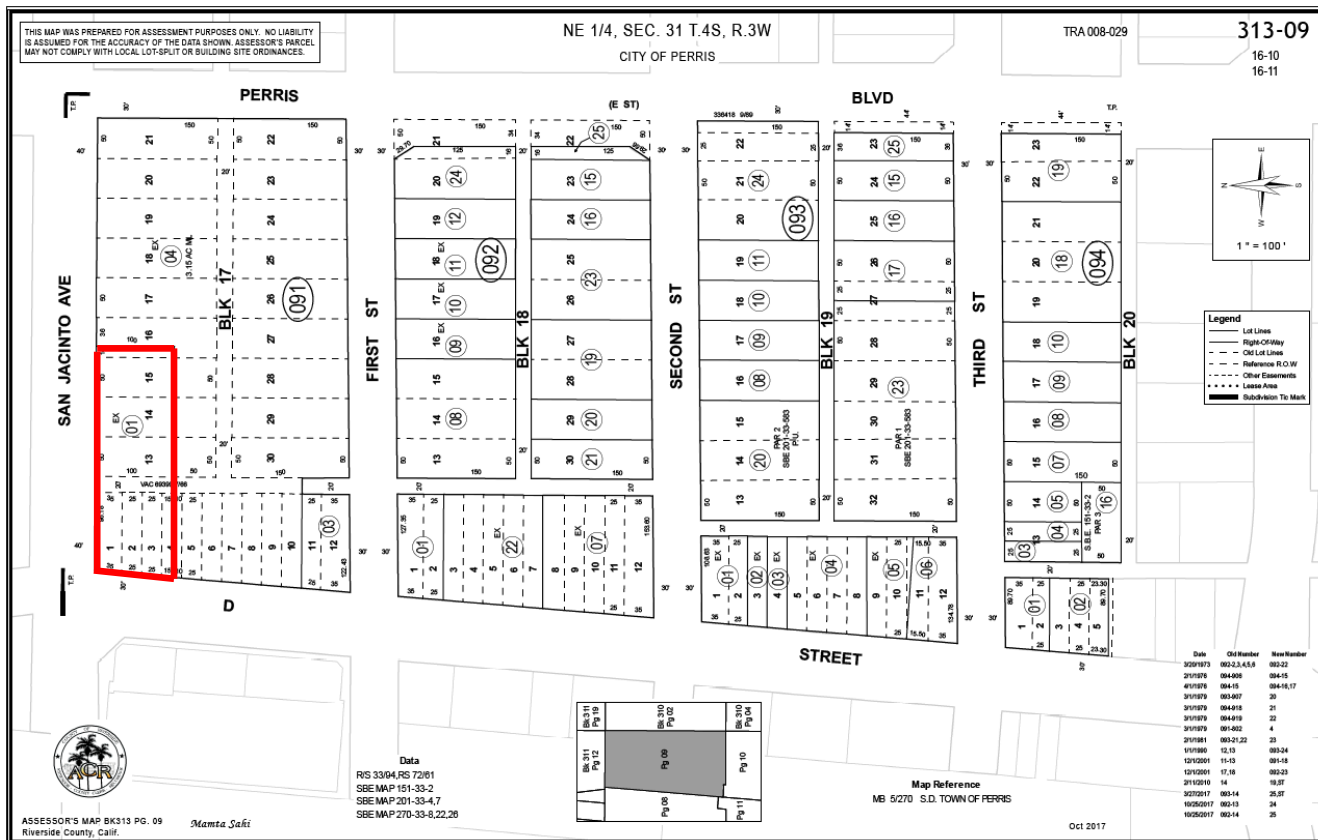


EXHIBIT "C"

GRANT DEED

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris
101 North D Street
Attn: Judy Haughney, Assistant City Clerk

No DTT per Rev & Tax Code § 11922

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, PERRIS UNION HIGH SCHOOL DISTRICT, a school district ("Grantor"), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain 28,292 square feet of real property located in the City of Perris, County of Riverside, State of California, which is referred to as Assessor's Parcel Number ("APN") 313-091-001, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

"GRANTOR":

Date: _____

By: _____
Candace Reines, Deputy
Superintendent of Business Services

EXHIBIT "D"

STRUCTURES TO BE REMOVED PRIOR TO THE CLOSING DATE



EXHIBIT "E"

TERMINATION NOTICE AND MODIFIED TERMINATION LETTER



PERRIS UNION HIGH SCHOOL DISTRICT

155 E. Fourth Street, Perris, CA 92570
951-943-6369

 puhsd.org

 [@puhsd](https://twitter.com/puhsd)

  [PerrisUnionHSD](https://www.facebook.com/PerrisUnionHSD)

Superintendent: [Grant Bennett](#)

Candace Reines
Deputy Superintendent
Business Services

Marilyn Saucedo, Ed.D.
Assistant Superintendent
Educational Services

Kirk Skorpanich
Assistant Superintendent
Human Resources

Joseph Williams
Executive Director
Technology

February 19, 2020

Via U.S. Certified Mail, Return Receipt Requested
And via email: albert@arrenteria.com

Albert R. Renteria Corporation
Attn: Albert R. Renteria
11 South D Street
Perris, CA 92570

RE: **Termination of Lease Agreement**

Dear Mr. Renteria:

We write regarding the Lease Agreement ("Lease Agreement") executed between the Perris Union High School District ("District") and Albert R. Renteria Corporation ("Lessee") dated December 7, 2011 as amended by that certain First Amendment to the Lease Agreement dated October 17, 2012 ("First Amendment") and that certain Second Amendment to the Lease Agreement dated November 16, 2016 ("Second Amendment") for the lease of property located at 11 South D Street in Perris, California, which is currently owned by the District and used by Lessee for office space purposes ("Property"). The Lease Agreement, First Amendment, and Second Amendment are collectively referred to herein as the "Lease." All terms not defined in this letter are as defined in the Lease.

The District is hereby providing you one hundred twenty (120) days' written advance notice of termination of the Lease, pursuant to Section 16 of the Second Amendment. As such, the current Lease will terminate effective one hundred twenty (120) days from the date you receive this letter. Additionally, pursuant to Section 19 of the Second Amendment, upon receipt of this notice you are required to provide immediate written notice to any and all Sublessees that any Sublease Agreement is terminated and that all

Sublessees must vacate the Property within a reasonable time not to exceed sixty (60) days from the date of Lessee's receipt of this notice.

As you may be aware, Education Code section 17455 authorizes the District to sell surplus property that will not be needed by the District for school purposes. Prior to selling surplus property the District is required to first offer the property at fair market value to designated public entities pursuant to Education Code section 17464(c). The Education Code does not allow for the District to give a priority offer to any current tenants or lessees. Additionally, the Lease does not contain any right of first refusal for the benefit of the Lessee.

However, please note that nothing in this letter prohibits you from re-negotiating a lease with the subsequent purchaser of the Property. If you so request, the District will provide you with the name and contact information of any party that enters into a purchase and sale agreement with the District for the Property within one hundred twenty (120) days of the date of this notice. Please feel free to contact my office with any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to be 'CR' with a flourish.

Candace Reines, Deputy Superintendent of Business Services
Perris Union High School District

cc: Kelley A. Owens, Esq. (via email only at kowens@f3law.com)
Sarah D. Polito, Esq. (via email only at spolito@f3law.com)



PERRIS UNION HIGH SCHOOL DISTRICT

155 E. Fourth Street, Perris, CA 92570
951-943-6369

puhsd.org

[@puhsd](https://twitter.com/puhsd)

[PerrisUnionHSD](https://www.facebook.com/PerrisUnionHSD)

Superintendent: Grant Bennett

Candace Reines
Deputy Superintendent
Business Services

Charles Newman, Ed.D.
Assistant Superintendent
Educational Services

Kirk Skorpanich
Assistant Superintendent
Human Resources

Joseph Williams
Executive Director
Technology

March 5, 2020

Via U.S. Certified Mail, Return Receipt Requested
And via email: albert@arrenteria.com

Albert R. Renteria Corporation
Attn: Albert R. Renteria
11 South D Street
Perris, CA 92570

RE: **Modification of Lease Termination (Modified Lease Termination Letter)**

Dear Mr. Renteria:

We write regarding your February 20, 2020 letter and in follow-up to our in-person meeting on February 25, 2020, regarding your current lease of the property located at 11 South D Street in Perris, California, ("Property") which is currently owned by the District and used by the Albert R. Renteria Corporation ("Lessee") for office space purposes. As you are aware, the Lease Agreement ("Lease Agreement") executed between the Perris Union High School District ("District") and Lessee, dated December 7, 2011, and all subsequent amendments¹, detail the terms of the Lessee's use and occupancy of the Property. All terms not defined in this letter ("Modified Lease Termination Letter") are as defined in the Lease. The Lessee and the District may each be referred to herein each as a "Party" and jointly as the "Parties."

As you know, on February 19, 2020, the District sent a termination letter ("Lease Termination Letter") exercising its right under Section 16 of the Second Amendment to terminate the Lease at the District's sole discretion, and providing Lessee one hundred twenty (120) days' advance written notice of termination of the Lease. The Lease Termination Letter also notified Lessee that in accordance with Section 19 of the Second Amendment, Lessee must give immediate written notice to any Sublessees that they would be required to vacate the Property within sixty (60) days of the District's notice. Subsequently, the District received your letter, dated February 20, 2020, and agreed to meet with you in good faith to discuss your concerns.

Although the Lease terms provide no obligation to do so, the District is willing in good faith to offer the following modifications to the terms of the Lease Termination Letter:

¹ The Lease Agreement was amended by that certain First Amendment to the Lease Agreement dated October 17, 2012 ("First Amendment"), that certain Second Amendment to the Lease Agreement dated November 16, 2016 ("Second Amendment"). The Lease Agreement, First Amendment and Second Amendment are collectively referred to herein as the "Lease".

1. Lease Termination Date. The Lease shall automatically terminate on June 30, 2020 and the Lessee will be required to completely vacate the Property by 5:00 PM on June 30, 2020 ("Lease Termination Date").
2. Sublease Termination Date. Any and all Sublease Agreements shall automatically terminate on June 30, 2020 and any and all Sublessees shall be required to completely vacate the Property by 5:00 PM on June 30, 2020.
3. Rent. Pursuant to Section 6 of the Second Amendment, and other provisions of the Lease, Lessee shall continue to pay the Monthly Rent of six thousand six hundred fifty-five dollars (\$6,655.00) through the Lease Termination Date.
4. Security Deposit. Pursuant to Section 8 of the Lease Agreement, Lessee paid to District a Security Deposit in an amount equal to four thousand dollars (\$4,000.00). By the terms of this Modified Lease Termination Letter, Lessee agrees to forfeit its Security Deposit, which will be retained by the District after the Termination Date. Under no circumstances shall the District have any obligation to return said Security Deposit to Lessee.
5. Termination Credit. The District shall retain thirteen thousand three hundred ten dollars (\$13,310.00), an amount equal to the two (2) months of the Monthly Rent required to be paid by Lessee for occupancy in May and June of 2020 ("Termination Credit"). The District shall remit the Termination Credit to Lessee, if and only if, Lessee and any and all Sublessees vacate the Property by 5:00 PM on June 30, 2020, to the District's satisfaction, as determined in the District's sole discretion. The Lessee must also not be in breach of any terms under the Lease as a condition of payment of the Termination Credit by the District. Lessee hereby agrees that if the Lessee and all Sublessees have not vacated the Property by the Termination Date, the Termination Credit will be forfeited in its entirety and the District will not be required to remit such amounts to the Lessee.
6. Notice. The Parties agree that through the Lease Termination Letter and this Modified Lease Termination Letter the District has fulfilled its notice requirements in Section 19 and Section 16 of the Lease, and Lessee agrees that it has been provided sufficient notice of the Termination Date and move-out requirements. Lessee also agrees to notify any Sublessees immediately of the Termination Date and move-out requirements.
7. Purchaser Contact Information. The District hereby agrees to provide Lessee with the name and contact information of any party that enters into a purchase and sale agreement with the District for the Property within one hundred twenty (120) days of the Lease Termination Letter.
8. Indemnification. The Lessee, to the furthest extent permitted by California law, agrees to defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("District Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the Lease and/or any Sublease Agreement related to the Property. This indemnification includes, but is not limited to, indemnification of the District Parties from all Claims of a Sublessee relating to the Lessee's termination of a Sublease Agreement, or related claims.

9. Successors and Assigns. All of the covenants, stipulations, promises, and agreements contained in this Modified Lease Termination Letter by or on behalf of, or for the benefit of, either of the Parties, shall bind or inure to the benefit of the successors and assigns of the respective Parties.
10. Full Force and Effect. Except as otherwise modified by this Modified Lease Termination Letter, all terms and conditions of the Lease, including all amendments thereto as specified above, and the terms of the Lease Termination Letter, remain in full force and effect, and the Parties do hereby ratify and confirm the Lease and Lease Termination Letter.
11. Amendment. This Modified Lease Termination Letter may not be amended except in writing by Lessee and District, duly executed by their authorized agents.
12. Time. Time is of the essence in this Modified Lease Termination Letter for each and every term, provision and condition for which time is a factor.
13. Choice of Law. This Modified Lease Termination Letter has been negotiated and executed in the State of California and shall be governed and construed by the laws of that state without regard to the conflicts of laws principles.
14. No Third Party Benefit. This Modified Lease Termination Letter is by and between the Parties named herein, and unless expressly provided in the foregoing provisions no third party shall be benefited hereby. This Modified Lease Termination Letter may not be enforced by anyone other than a Party hereto or a successor to such Party who has acquired his/her/its interest in a way permitted by the above provisions.

The District will hold this offer open for a period of five (5) business days. If you wish to accept the terms of this Modified Lease Termination Letter, please so indicate in the appropriate space provided on the next page and return the original to the District as soon as possible, but no later than 5:00 PM on Monday, March 9, 2020. If you have any questions or concerns, please contact our office.

Sincerely,



Candace Reines, Deputy Superintendent of Business Services
Perris Union High School District

cc: Kelley A. Owens, Esq. kowens@f3law.com (by email only)
Sarah D. Polito, Esq. spolito@f3law.com (by email only)

SIGNATURE PAGE – MODIFIED LEASE TERMINATION LETTER

This Modified Lease Termination Letter is hereby approved by Albert R. Renteria, CEO of the Albert R. Renteria Corporation.

By: Albert R. Renteria Date: Mar 5, 2020

Name: Albert R. Renteria

Title: CEO

628-118/4656522.1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____
Here, insert Name and Title of Officer

personally appeared _____
Name(s) of Signer(s)

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 of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____
Here, insert Name and Title of Officer

personally appeared _____
Name(s) of Signer(s)

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 of Notary Public

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code Section 27281, this is to certify that the interest in real property conveyed from THE PERRIS UNION HIGH SCHOOL DISTRICT, a school district, by Grant Deed to the CITY OF PERRIS, a municipal corporation, is hereby accepted by the undersigned officer and agent of the CITY OF PERRIS, and the CITY OF PERRIS consents to the recording of the Grant Deed.

Signed and dated in Perris, California on _____, 2020.

"GRANTEE"

CITY OF PERRIS

Date: _____

By: _____
Richard Belmudez, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk