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**FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)
MEETING AGENDA**

DATE: Thursday, March 28, 2019
TIME: 5:30pm, **AFTER** the *Fresno Council of Governments (FCOG) Meeting*
PLACE: FCOG / FCRTA Offices
Sequoia Conference Room
2035 Tulare Street, Suite 201
Fresno, CA 93726
*(Corner of Tulare and Van Ness Ave. - above Club One
Park in Underground Garage - Entrance off Tulare & Van Ness Ave.
Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,
Up Elevator to Second Floor, Left to Sequoia Conference Room)*

Americans with Disabilities Act (ADA) Accommodation

The Fresno COG / FCRTA offices and restrooms are ADA accessible. Individuals with disabilities may call (559-233-4148) / FCRTA (559-233-6789) at least 3 days in advance, to request auxiliary aids and/or translation services necessary to participate in the public meeting / public hearing. If Fresno COG / FCRTA are unable to accommodate an auxiliary aid or translation request for a public hearing after receiving proper notice, the hearing will be continued on a specified date when accommodations are available.

AB 23 Requirement: In accordance with the Brown Act and AB23 the amount of stipend paid to members of the Board of Directors for attending this meeting of the Fresno County Rural Transit Agency, is \$50.00.

1. ROLL CALL

Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.

2. CONSENT ITEMS

A. Approve Executive Minutes of February 28, 2019 [ATTACHMENT]

B. Long Range Transit Plan (LRTP) [ACCEPT]

Summary: Fresno COG has developed Fresno County's first integrated Long Range Transit Plan (LRTP). The LRTP will guide transit (Clovis Transit, FAX, and FCRTA) and multimodal investment in the Fresno County region through the year 2050. The LRTP has been developed in line with state and federal transportation goals, guidance and funding programs. The LRTP has been prepared in cooperation with Clovis Transit, Fresno Area Express, FCRTA and representatives of the County of Fresno, its Cities and nonprofit agencies concerned with public transportation. It creates a blueprint for a sustainable, safe, innovative, integrated, and efficient transit system to enhance the region's economy and livability for all. The Board approved in September 2018, the FCRTA Project List as part of the LRTP to identify transit projects that will improve sustainability, safety, innovation and the economy. Fresno COG released the draft LRTP for public review and comment beginning January 29, 2019 and ending on

March 1, 2019. Comments received were included in the final LRTP document. The LRTP document is available on the Fresno COG website www.fresnocog.org and FCRTA website www.ruraltransit.org.

Action: Staff recommends Board adopt Resolution No. 2019-04 accepting the Fresno COG Long Range Transit Plan.

3. ACTION ITEMS

A. Acquisition of Land in the City of Selma for Maintenance Facility [APPROVE]

Summary: The Board approved in April 2018, to designate the City of Selma as the preferred location for the FCRTA maintenance facility. FCRTA has purchased 3.67 acres to construct the maintenance facility and provide space for the 100 plus vehicle fleet, a CNG fast fill fueling station, an electric vehicle (EV) charging area and vocational center for bus repair and new technology training. The Board approved for FCRTA to pursue negotiations for the surrounding three (3) parcels. Staff has pursued negotiations and planning/environmental efforts for the middle parcel of 1.41 acres and the Board approved in January 2019 the purchase agreement of the middle parcel of 1.41 acres. Since then, the agreement has been revised slightly to reflect changes advised by both parties legal counsel. The parcel map is attached for your information. The revised final purchase agreement is attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of the revised Purchase Agreement not to exceed the amount of \$200,000 with the property owner for the 1.41 acres to be used as the FCRTA Maintenance Facility.

B. Acquisition of Additional Parcel in the City of Selma for Maintenance Facility [APPROVE]

Summary: The City of Selma has been designated the preferred location for the FCRTA maintenance facility. The Board approved in September for staff to pursue negotiations for the surrounding three (3) parcels to construct the maintenance facility and provide space for the 100 plus vehicle fleet, a CNG fast fill fueling station, an electric vehicle (EV) charging area and vocational center for bus repair and new technology training. Staff has pursued negotiations with the private property owner to purchase the parcel of 2.38 acres for \$410,000 for the maintenance facility and vehicle fleet. The \$410,000 purchase will be with Measure C and/or SB1 funding. The purchase agreement, parcel map and initial environmental study are attached for your review (**ATTACHMENT**).

Action: Staff recommends Board approval of the initial environmental study and the purchase agreement of the additional parcel of 2.38 acres not to exceed the amount of \$410,000 for the maintenance facility and vehicle fleet.

C. PUBLIC HEARING- Del Rey Transit Schedule and Fare Change [APPROVE]

Summary: A public notice was placed on the FCRTA website www.ruraltransit.org and distributed to passengers beginning March 1, 2019, for a 30-day public review and comment period regarding the Del Rey Transit Saturday service, changing the weekday service hours and fares. The Saturday service will be offered for a three (3) month demonstration period beginning April 1, 2019 to determine if ridership is adequate for Saturday service to become part of the permanent route schedule. The Del Rey Transit schedule will go from Monday through Friday 8am-5pm to Monday through Friday 8:00am-4:00pm and Saturday 10:00am-3:00pm. The Del Rey Transit fares will go from \$0.35-\$0.50 (Del Rey Intra-city) and \$0.75 (Del Rey to Sanger) to \$0.50 (Del Rey Intra-city) and to \$1.00 (Del Rey to Sanger). The Public Notice flyer is attached for your information (**ATTACHMENT**).

Action: Staff recommends Board approval of the Del Rey Transit Schedule and Fare Change.

4. OTHER BUSINESS

A. Items from staff.

1. Commemorating FCRTA's 40th Anniversary

B. Items from members.

5. ADJOURNMENT

FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

Executive Minutes

Thursday, February 28 at 7:30 P.M after COG Policy Board Meeting
 COG Sequoia Conference Room
 2035 Tulare St., Suite 201, Fresno, CA

Members Attending:

Mayor Ron Lander, City of Coalinga
 Mayor Marcia Sablan, City of Firebaugh
 Mayor David Cardenas, City of Fowler
 Mayor Rey Leon, City of Huron
 Mayor Pro Tem Gary Yep, City of Kerman
 Mayor Michelle Roman, City of Kingsburg
 Mayor Robert Silva, City of Mendota
 Mayor Victor Lopez, City of Orange Cove
 Mayor Alma Beltran, City of Parlier
 Council Member Robert Beck, City of Reedley
 Mayor Frank Gonzalez, City of Sanger
 Council Member Jose Ornelas, City of San Joaquin
 Mayor Scott Robertson, City of Selma

Moses Stites, General Manager
 Kyle Roberson, County Counsel
 Janelle Del Campo, Associate Transit Planner FCRTA
 Jeanee Cervantes, FCOG

Absent:

Supervisor Sal Quintero, Fresno County

1. **ROLL CALL** – Meeting called to order at 7:43 p.m

Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.

2. **CONSENT ITEMS**

- A. **Approve Executive Minutes of January 31, 2019 (Attachment)**
- B. **Annual Productivity Evaluation FY 2017-18 [APPROVE]**
- C. **Low Carbon Transit Operations Program Application [APPROVE]**
- D. **2019 Annual Unmet Transit Needs [INFORMATION]**

A motion was made made by Mayor Silva (Mendota) and second by Mayor Lopez (Orange Cove). A vote was called and motion carried.

3. ACTION ITEMS

A. Fiscal Year 2017-18 Audit [ACCEPT]

Before you is the annual agency fiscal audit in summary we have approximately \$8 million dollars in carry over funds. I would like to read to you a sentence that is in the financial audit it stated in short, "the business type activities are in excellent financial condition."

A motion was made by Mayor Lopez (Orange Cove) and second by Mayor Lander (Coalinga) . A vote was called and motion carried.

B. Del Rey Transit Schedule and Fare Change [APPROVE]

You have before you a proposal to do two things with Del Rey Transit. Del Rey Transit serves the un-incorporated community of Del Rey which serves the residents of Del Rey and also transports the residents of Del Rey to Sanger Monday thru Friday 8-5. In working with the residents and at their request and also with CRLA to adjust the schedule, we can take an hour from service during each weekday and put it on Saturday service. No increase to the cost of the route we're just transferring hours to Saturday on a demonstration basis to see if it works. We will see if that becomes permanent per an agreement with the residents and CRLA to that effect. We would like to do a demonstration once we do a 30 day public review and a hearing in March so we can commence on April 1st to see how it would do on a three (3) month demonstration period.

The second part is to raise the fares from .35 cents to .50 cents for general public, disabled and elderly ride for free as always and we would also increase the fares for inter-city (Del Rey to Sanger) from .75 to \$1.00. We are proposing those two items.

A motion was made by Mayor Lopez (Orange Cove) and second by Mayor Yep (Kerman). A vote was called and motion carried.

4. OTHER BUSINESS

A. Items from Staff

1. 6 Month Update on New Service Provider (MV Transportation)

Janelle Del Campo gave update on new service provider: The frequency of incidents and accidents have decreased due to training and oversight of MV Drivers – there has been one non-at-fault accident and two minor passenger incidents in which no claims were filed. Dispatching has improved, MV has three (3) full-time bilingual dispatchers that handle 650-700 calls per day, driver shortage has improved since the transition but continues to be an issue. MV has hired local but we still need to fill two (2) routes with a full-time driver.

Mayor Sablan (Firebaugh) asked how many previous drivers are working MV Transportation? Janelle response was 60% and Moses added that MV is making an emphasis to hire locally and they have a training program.

Mayor Leon (Huron) asked if they would be holding job fair? Moses response is that they will be partnering with Proteus and Workforce Investment Board to coordinate with the future training facility in Selma.

Mayor Sablan(Firebaugh) asked how long is training? Moses response the training is an eight (8) week process for Class B drivers, which includes classroom, behind the wheel testing and once hired additional training behind the wheel with specific routes.

2. Sidewalk Installation at Adventist Health Orange Cove

Janelle let the board know that FCRTA had been working Adventist Health and the City of Orange Cove with the installation of sidewalk. The installation has been completed and it now allows the bus to be able to pick up residents with wheelchairs or strollers (A photo was distributed to Board members of the completed sidewalk).

Mayor Lopez (Orange Cove) thanked Moses for installing the sidewalk.

3. Commemorating FCRTA's 40th Anniversary

Moses thanked the Board and let the Board know that we'll be having a celebration in September and staff will be going to each City Council to recognize the cities formally.

B. Items from Members

5. ADJOURNMENT

A motion was made by Mayor Yep (Kerman) and second by Mayor Lopez (Orange Cove) . A vote was called and motion carried.

Respectfully submitted,



Moses Stites, General Manager

RESOLUTION 2019-04

In the Matter of:
 FCOG's
 Long Range
 Transit Plan
 Area: 2019-2050

RESOLUTION ACCEPTING THE
 FRESNO COUNCIL OF GOVERNMENTS'
 2019-2050
 LONG RANGE TRANSIT PLAN

WHEREAS, the Fresno Council of Governments (Fresno COG) is the Metropolitan Planning Organization responsible for the transportation planning and programming process in the Fresno region, comprising Fresno County and its Cities, in accordance with 23 U.S.C. 134 and 49 U.S.C. 5303 and applicable federal and state regulations; and,

WHEREAS, Fresno COG has developed a 2050 Fresno County Regional Long-Range Transit Plan (LRTP) based on a collaborative process to define, prioritize, and identify potential projects and funding for needed public transportation projects and programs to address the region's transit needs and challenges over the next 30 years; and,

WHEREAS, the LRTP has been prepared in cooperation with Clovis Transit, Fresno Area Express, the Fresno County Rural Transit Agency (FCRTA) and representatives of the County of Fresno, its Cities and nonprofit agencies concerned with public transportation; and,

WHEREAS, The LRTP builds and expands on the Fresno COG's 2018 Regional Transportation Plan and Sustainable Communities Strategy (SCS) and prior transit planning studies; and,

WHEREAS, the LRTP contains numerous transit- related projects and programs that will be considered for inclusion in future RTP and SCS project lists; and,

WHEREAS, the LRTP has been reviewed by the public from January 29 through March 1, 2019,

NOW, THEREFORE, BE IT RESOLVED, that the Fresno County Rural Transit Agency's Board of directors does hereby accept the Fresno County Regional Long-Range Transit Plan.

THE FOREGOING RESOLUTION was passed and approved by the Fresno County Rural Transit Agency this 28th day of March, 2019.

YES:

NOES:

ABSTAIN:

ABSENT:

Signed: _____

David Cardenas, Chairman

I hereby certify that the foregoing is a true copy of a resolution of the Fresno County Rural Transit Agency duly adopted at a meeting thereof held on the 28th day of March, 2019.

Signed: _____

Moses Stites, General Manager



PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is made and entered into as of March __, 2019 (“**Effective Date**”), by and between GENE R. NELSON AND LESLIE G. NELSON, husband and wife as community property with the right of survivorship (collectively “**Seller**”), and FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers authority (“**Buyer**”), who hereby agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller that certain real property commonly referred to as Assessor’s Parcel Number 390-190-17S, as more fully described in **Exhibit A**, attached hereto, together with all right, title and interest in and to all rights, privileges, easements or appurtenances and improvements thereon or relating thereto (collectively, the “**Property**”), subject to the terms and conditions set forth herein.

2. Purchase Price.

(a) The purchase price for the Property (“**Purchase Price**”) shall be Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

(b) The Purchase Price shall be paid as follows:

(i) An escrow (the “**Escrow**”) has been opened in connection with this transaction at Chicago Title Company located at 1398 Draper Street, Kingsburg, CA 93631 (the “**Escrow Holder**”) under Escrow No. FWFM-4441800438-CT. Within three (3) days following execution of this Agreement, Buyer shall deposit into Escrow the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (“**Initial Deposit**”) in cash or other immediately available funds.

(ii) On or before the Closing (defined below), if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price, (the “**Closing Amount**”). The Closing Amount shall be applied towards the Purchase Price at the Closing.

3. Feasibility Period.

(a) From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller shall afford authorized representatives of Buyer access to the Property, upon reasonable prior written notice to Seller, and so long as such access does not unreasonably interfere with the conduct of business on or use of the Property, for purposes of conducting such physical inspections and investigations of the Property as Buyer deems necessary (the “**Inspections**”). Seller’s representative shall be present with Buyer or Buyer’s representative during any access to the Property. The Inspections and investigations may include, without limitation, (i) a review of existing zoning, entitlement, planning or similar issues applicable to the Property; and (ii) a review of the physical

condition of the Property and the systems serving the Property. Buyer agrees not to conduct or cause to be conducted any invasive testing, borings, samples or a Phase II environmental site assessment without the prior written consent of Seller. Buyer acknowledges receipt and approval of a Phase I Environmental Site Assessment of the Property dated November 7, 2018, prepared by Krazan & Associates, Inc. under Project No. 014-18194.

(b) As used herein, the term “**Feasibility Period**” shall refer to a period of time to expire at 5:00 p.m., California time, ten (10) calendar days following the Effective Date. Buyer may elect, by written notice to Seller at any time prior to the expiration of the Feasibility Period, to terminate this Agreement, which election shall be in Buyer’s sole and absolute discretion. If Buyer desires to terminate this Agreement pursuant to this Section 3(b), Buyer shall deliver written notice to Seller before the expiration of the Feasibility Period of Buyer’s election to terminate (the “**Buyer’s Notice to Terminate**”). If Buyer desires to proceed with the purchase of the Property subject to the remaining conditions set forth in this Agreement, then on or before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of such election to proceed (the “**Buyer’s Notice to Proceed**”), electing to waive Buyer’s right of termination pursuant to this Section 3(b) and proceed with the Closing subject to the remaining conditions set forth in this Agreement. If Buyer fails to deliver either Buyer’s Notice to Terminate or Buyer’s Notice to Proceed to Seller prior to the expiration of the Feasibility Period, then Buyer shall be deemed to have elected to terminate this Agreement. In the event of the termination of this Agreement pursuant to this Section 3(b), neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

4. Title to the Property. At the Closing, Seller shall cause to be conveyed to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the “**Deed**”). As used in this Agreement, the “**Closing**” shall be deemed to occur upon the recording of the Deed. Evidence of delivery of fee simple title shall be the issuance by Escrow Holder to Buyer of an ALTA standard coverage owner’s policy of title insurance (the “**Title Policy**”) in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as shown on that certain preliminary title report dated October 1, 2018 bearing Title No. FWFM-4441800438-DN, a copy of which is attached here to as **Exhibit D** (the “**Preliminary Report**”), and except for real property taxes not delinquent. The Title Policy shall provide full coverage against mechanics’ and materialmen’s liens and shall contain such special endorsements as Buyer may reasonably require (the “**Endorsements**”).

5. Natural Hazards Disclosure Report. Within five (5) business days after Buyer makes the Initial Deposit into Escrow following the Effective Date, Seller shall cause Escrow Holder to deliver to Buyer a Natural Hazards Disclosure Report.

6. Conditions to Seller’s Obligations. Seller’s obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions:

(a) Buyer shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Closing.

7. Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Property (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer's sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement, and recover any documents delivered to Escrow Holder pursuant to this Agreement.

(a) Buyer's inspection, review and approval, of all of the following:

(i) The physical characteristics and condition of the Property (including without limitation the condition of the soils);

(ii) Buyer's receipt of a Natural Hazards Disclosure Report; and,

(b) Escrow Holder shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Buyer as provided in Section 4 above.

(c) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date (defined below).

8. LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE INITIAL DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE INITIAL DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON BUYER'S DEFAULT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, AND PROMPTLY UPON RECEIPT OF SAID INSTRUCTIONS, ESCROW HOLDER SHALL (i) CANCEL THE ESCROW, (ii) PAY ALL OF ESCROW HOLDER'S CHARGES FROM THE INITIAL

DEPOSIT, AND (iii) DISBURSE TO SELLER THE DEPOSIT PURSUANT TO THIS SECTION 8.

INITIALS: Seller _____ Buyer _____

9. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. Seller and Buyer shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

(b) The Closing shall take place (the “**Closing Date**”) on or before April 12, 2019, or as may be extended by written agreement of the Seller and Buyer.

(c) At or before the Closing, Seller shall deliver to Escrow Holder the following:

(i) the duly executed and acknowledged Grant Deed for the Property (Exhibit B);

(ii) a duly executed affidavit that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 in the form attached as **Exhibit C** and incorporated herein by this reference together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131;

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller;

(iv) a closing statement in form and content satisfactory to Buyer and Seller (the “**Closing Statement**”) duly executed by Seller; and

(v) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(d) At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following:

(i) the Closing Statement, duly executed by Buyer;

(ii) the Closing Amount; and

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(f) The following are to be paid by Buyer or Seller or apportioned as of the Closing Date, as follows:

(i) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Seller shall pay the premium for a standard ALTA coverage owner's policy of title insurance; Buyer shall pay the premium for any extended ALTA coverage if desired;

(2) Seller and Buyer shall each pay 1/2 of the Escrow fees, recording fees and related expenses;

(3) Buyer is a public entity and exempt from any city or county transfer taxes due, any documentary transfer taxes due, and any recording fees or charges due; and

(4) all other costs of escrow shall be apportioned as is customary for real property sales transactions in Fresno County.

(ii) The provisions of this Section 9(f) shall survive the Closing.

10. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of the Closing, Seller represents and warrants to Buyer as follows:

(a) Seller's Documents. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

(b) No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against Seller, nor are any such proceedings contemplated by Seller.

(c) Title to the Property. Seller has good and marketable title to the Property. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. There are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. .

(d) Environmental Matters. As used in this Agreement, “**Environmental Law(s)**” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.525249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material. “**Hazardous Material**” means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law(s), as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. “**Release**” means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

With respect to environmental matters, to the best of Seller’s current actual knowledge without having undertaken any investigation (or having any obligation to undertake such an investigation):

(i) The Property and all existing uses and conditions of the Property are in compliance with all Environmental Law(s), and Seller has not, received any written notice of violation issued pursuant to any Environmental Law(s) with respect to the Property or any use or condition thereof.

(ii) Seller has not used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law(s).

(iii) There has been no release of any Hazardous Material on the Property.

(iv) All required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law(s) for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(v) There exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller’s knowledge, threatened pursuant to any Environmental Law(s) relating to (i) the ownership, occupancy or use of any portion of the Property by Seller, (ii) any alleged violation of any Environmental Law(s) by Seller,

or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(vi) There are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(vii) No asbestos abatement or remediation work has been performed on the Property.

(viii) There is no PCB-containing equipment or PCB-containing material located on or in the Property.

11. Representations, Warranties and Covenants of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer's Authority/Documents. Buyer is a joint powers authority organized and existing under the laws of the State of California. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Buyer's Acceptance of Property. Buyer warrants that Buyer is a sophisticated owner and buyer of real property, familiar and experienced with requirements for the development of real property. Buyer has, under the terms of this Agreement, inspected and investigated the Property or will have done so by Closing, is or will be familiar with its physical condition, and acknowledges and agrees that it is purchasing the Property based solely upon such familiarity, and that Buyer is purchasing the Property in an "**AS IS, WHERE IS**" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind.

12. Continuation and Survival. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing for a period of one (1) year.

13. Condemnation.

(a) In the event a governmental entity commences eminent domain proceedings to take any portion of the Property after the date hereof and prior to the Closing, then Buyer shall have the option to terminate this Agreement by written notice to Seller within 10 business days after Buyer first learns of such commencement. In the event of any such termination, the Initial Deposit, together with all interest, shall be returned to Buyer. Buyer and

Seller shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

(b) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing and this Agreement is not terminated pursuant to Section 13(a), then the Closing shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings (except for any award attributable to the loss of Seller's business or income or Seller's personal property) shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller. Seller's obligations pursuant to this Section 13(b) shall survive the Closing.

14. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date free of any occupant or property not being conveyed to Buyer as provided hereunder.

15. Seller's Cooperation with Buyer. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer, with regard to the fulfillment of any Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

16. Professional Fees. Each party hereto shall be responsible for paying the professional fees of such party's attorneys, accountants, and other professional advisors. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the prosecution or defense of said action. In addition, the prevailing party shall be entitled to recover any actual accounting, engineering or other professional fees reasonably incurred in said action or proceeding.

17. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller:	Gene and Leslie Nelson 2413 Country Club Lane Selma, CA 93662 Phone: 559-480-5030 Email: glnelson073@yahoo.com
---------------	--

With a copy to: McCormick Barstow LLP
Attn: Kenneth A. Baldwin
7647 N. Fresno Street
Fresno, CA 93720
Phone: 559-433-1300
Email: ken.baldwin@mccormickbarstow.com

If to Buyer: Fresno County Rural Transit Agency
Attn: General Manager
2035 Tulare Street, Suite 201
Fresno, CA 93721
Phone: (559) 233-6789
Email: mstites@fresnocog.org

With a copy to: Best Best & Krieger LLP
Attn: Nancy A. Park
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 325-4000
E-Mail: nancy.park@bbklaw.com

To Escrow Holder: Chicago Title Company
Attn: Connie Cauthen
1398 Draper Street
Kingsburg, CA 93631
Phone: 559-897-1409
Email: cauthenc@ctt.com

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement to any entity.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

(g) Merger of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(n) Brokers. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

(o) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(p) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the

matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(q) Counterparts/Facsimile/PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above on page one hereof.

SELLER:

Gene R. Nelson

Leslie G. Nelson

BUYER:

Fresno County Rural Transit Agency, a joint powers
authority

By: _____
Name: Moses Stites, General Manager

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FCRTA:
DANIEL C. CEDERBORG, County Counsel

By _____
KYLE ROBERSON, Senior Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION

All that real property located in the City of Selma, County of Fresno, California as further described as:

For APN/Parcel ID(s): 390-190-17S

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SELMA, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lot 14 of Tract No. 5429, in the City of Selma, County of Fresno, State of California, according to the map thereof recorded December 2, 2004 in Book 71 of Plats, at pages 3 and 4, Fresno County Records.

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances and minerals of any kind or character, in, on, or thereunder, as reserved in deeds of record.

EXHIBIT B

FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO, AND
MAIL TAX STATEMENTS TO:

[buyer address or attorney]

A.P.N.: 390-190-17S

(Space Above Line for Recorder's Use Only)

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ 0 ; CITY TRANSFER TAX \$ 0 ; SURVEY MONUMENT FEE \$ 0

[] computed on the consideration or full value of property conveyed, OR

[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[] unincorporated area; [X] City of **Selma**, and

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383. The undersigned declares that this Grant Deed is exempt from Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922.]

GRANT DEED

FOR VALUE RECEIVED, Gene R. Nelson and Leslie G. Nelson, husband and wife as community property with the right of survivorship ("**Grantor**"), hereby grants to the Fresno County Rural Transit Agency, a joint powers authority ("**Grantee**"), all that certain real property situated in the County of Fresno, State of California, described in Exhibit A, attached hereto and incorporated herein by reference (the "**Property**").

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 2019.

GRANTOR:

Gene R. Nelson

Leslie G. Nelson

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 _____, 2019, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from _____, a _____, as Grantor thereunder, to _____, a _____, as Grantee thereunder, is hereby accepted by the undersigned officer on behalf of _____, pursuant to the authority conferred by Resolution No. _____, adopted by _____ on _____, 20____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20____

By _____
_____(Name)
_____(Title)

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 _____, 2019, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

This form is provided so that the Buyer and/or Seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the Escrow Agent and/or Buyer. Buyer ("**Transferee**") must retain a copy of this document until after the fifth taxable year following the transfer.

Section 1445 of the Internal Revenue Code of 1986, as amended ("**Code**") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of _____ ("**Transferor**"):

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
2. The Transferor is not a disregarded entity as defined in Income Tax Regulation Section 1.1445-2(b)(2)(iii).
3. The Transferor's U.S. employer or tax identification number is _____.
4. The Transferor's office address is: 2413 Country Club Lane, Selma, CA 93662. The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: _____, 2019

TRANSFEROR:

By: _____

Name: _____

Its: _____

EXHIBIT D

PRELIMINARY REPORT

Preliminary report is available at the FCRTA offices.

Initial Environmental Study

This study is designed to provide accurate and objective data to facilitate an environmental assessment. There is no need to limit your answers to the space provided; additional sheets may be attached. Clarity and completeness in your responses will aid in the review and evaluation of your application.

I. Project Description:

NAME: 2.38 acres to be used for Fresno County Rural Transit Agency Bus maintenance facility.

Applicant: Fresno County Rural Transit Agency Email: mstites@fresnocog.org

Address: 2035 Tulare Street, Suite 201 Fresno CA 93721 Telephone: (559) 233-6789

Location of Project: 1821 Pacific Street, City of Selma

Nature of Request: _____

Proposed Physical Improvements (Map Acceptable): _____

Proposed Buildings: Maintenance facility (6-8 bays), office space, dispatch center _____

Proposed Roads:

(None) _____

Proposed Grading and Removal of Vegetation: (None) _____

Proposed Landscaping: _____

Other Equipment to be Installed: (None at this time) _____

Anticipated Hours of Operation: 6 AM – 6 PM _____

Do you own adjacent properties? (If yes, list APN): (No) _____

If development will be phased, depict phasing: (No)

Initial Environmental Study Page 2

II. Site Characteristics

A. Hydrology Map Acceptable: _____

Location of natural drainage patterns on property: _____

Location of water courses on property: _____

Is any portion of the project in a flood prone area? None

Are there any wells on site? None

B. Soil Characteristics: Delhi, Hanford, and Tujunga

C. Vegetation / Description of Vegetation Cover (Map Acceptable): _____

D. Other: _____

Present Land Use: (Light Industrial)

Existing Physical Improvements – including water, sewage, roads, lighting and buildings: _____

III. Surrounding Land Uses (Map Acceptable):

North: Industrial Use _____

South: Vacant Land _____

East: Vacant Land _____

West: Vacant Land _____

General Land Use in Area: (Light Industrial) _____

Nearby Services: Industrial, Mini Storages, Ag Industrial _____

Nearby Development: Selma Unified School District bus and maintenance facility, Selma Pallet Inc.,
Secure Storage of Selma _____

Nearby Water Courses or Bodies of Water: None _____

Initial Environmental Study Page 3

IV. Environmental Impacts of the Proposed Project:

A. Effects on the Site:

Soils (including prime agricultural soils to be removed from production): (None)_____

Vegetation (including amount to be removed if any): (None)_____

Hydrology (changes in drainage patterns and amount of runoff): Storm water run-off will increase due to increases in impervious surfaces of development.(None)_____

Visual Impacts (how will the site look different?): _____

B. Effects on Surrounding Areas:

Traffic (how much traffic will be generated by the project?): Vehicular traffic is anticipated due to increased employment opportunities and traffic due to bus activities. Such traffic is not anticipated to create any significant adverse impacts because the adjacent streets have been planned to accommodate increased traffic flows. _____

Noise (will any part of the project cause increases in noise levels?): _It is anticipated that noise will increase as a result of this project, but this development will be in accordance with the industrial development standards of the City of Selma, which limits noise, light, and glare to levels that are not significantly adverse._____

Visual Impacts (distance of visibility of project in all directions): (None)_____

Air Quality (will there be any discharge into the atmosphere?): None due to use of electric and CNG buses.

Water Quality (will water quality be decreased?): (No)_____

Growth Inducing Impacts (will the project encourage further development in the area or set a precedent for higher densities?): No, only what is allowed by existing zoning and uses.

V. Mitigation Measures:

Detail the specific mitigation measures that are needed, including energy conservation measures, to lessen the unfavorable effects (if any) of your project on the environment:

None required, due to no impacts.



PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is made and entered into as of March __, 2019 (“**Effective Date**”), by and between FARMER IN THE DILL, LP, a California limited partnership (collectively “**Seller**”), and FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers authority (“**Buyer**”) who hereby agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller that certain real property commonly referred to as Assessor’s Parcel Number 390-190-16s, all as more fully described in **Exhibit A**, attached hereto together with all right, title and interest in and to all rights, privileges, easements or appurtenances and improvements thereon or relating thereto (collectively, the “**Property**”), subject to the terms and conditions set forth herein

2. Purchase Price.

(a) The purchase price for the Property (“**Purchase Price**”) shall be Four Hundred Thousand Dollars (\$410,000.00).

(b) The Purchase Price shall be paid as follows:

(i) Within 3 days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith (“**Escrow**”) at Chicago Title Company (“**Escrow Holder**”), and Buyer shall deposit into Escrow the amount of Five Thousand Dollars (\$5,000.00) (“**Initial Deposit**”) in cash or other immediately available funds.

(ii) On or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price, less any credits due Buyer hereunder (the “**Closing Amount**”). The Closing Amount shall be applied towards the Purchase Price at the Closing.

3. Feasibility Period.

(a) From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller shall afford authorized representatives of Buyer access to the Property, upon reasonable prior notice to Seller, and so long as such access does not unreasonably interfere with the conduct of business on or use of the Property, for purposes of conducting such physical inspections and investigations of the Property as Buyer deems necessary (the “**Inspections**”). Seller’s representative shall be present with Buyer or Buyer’s representative for any access to the Property. The Inspections and investigations may include, without limitation, (i) a review of existing zoning, entitlement, planning or similar issues applicable to the Property; (ii) a review of the physical condition of the Property and the systems serving the Property; (iii) a review of the environmental condition of the Property, including a Phase I environmental site assessment and any proposal regarding a Phase II environmental site assessment. Buyer agrees not to conduct or

cause to be conducted any invasive testing, borings, samples or a Phase II environmental site assessment without the prior written consent of Seller.

(b) As used herein, the term (“**Feasibility Period**”) shall refer to a period of time to expire at 5:00 p.m., California time, 20 calendar days following the Effective Date; provided, however, that if the 20th day is a Saturday, Sunday or holiday on which banking institutions are closed in the State of California, then the Feasibility Period shall expire on the following business day. Buyer may elect, by written notice to Seller at any time prior to the expiration of the Feasibility Period, to terminate this Agreement, which election shall be in Buyer’s sole and absolute discretion. If Buyer desires to terminate this Agreement pursuant to this Section 4(b) then before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of Buyer’s election to terminate (the “**Buyer’s Notice to Terminate**”). If Buyer desires to proceed with the purchase of the Property subject to the remaining conditions set forth in this Agreement, then on or before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of such election to proceed (the “**Buyer’s Notice to Proceed**”), electing to waive Buyer’s right of termination pursuant to this Section 3(b) and proceed with the Closing subject to the remaining conditions set forth in this Agreement. If Buyer fails to deliver either Buyer’s Notice to Terminate or Buyer’s Notice to Proceed to Seller prior to the expiration of the Feasibility Period, then Buyer shall be deemed to have elected to Terminate this Agreement. In the event of the termination of this Agreement pursuant to this Section 3(b), neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

4. Title to the Property. At the Closing, Seller shall cause to be conveyed to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the “**Deed**”). As used in this Agreement, Closing (the “**Closing**”) shall be deemed to occur upon the recording of the Deed. Evidence of delivery of fee simple title shall be the issuance by Escrow Holder to Buyer of an ALTA standard coverage owner’s policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved as provided below (the “**Title Policy**”). The Title Policy shall provide full coverage against mechanics’ and materialmen’s liens and shall contain such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer’s approval of any title exceptions (the “**Endorsements**”). Within 5 business days following the opening of Escrow, Seller shall order the issuance of a preliminary title report with respect to the Property, together with copies of all underlying documents referenced therein and a map containing a plotting of all easements capable of being plotted (collectively, the “**Preliminary Report**”), to be prepared by the Escrow Holder and delivered to Buyer. No later than 10 days after receipt of the Preliminary Report, Buyer shall give written notice to Seller of any items contained in the Preliminary Report which Buyer disapproves (“**Buyer’s Disapproval Notice**”). Failure of Buyer to notify Seller of Buyer’s disapproval of all or any item on the Preliminary Report shall be deemed to be an approval by Buyer of such item(s). In any event, Seller covenants to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, and other monetary encumbrances (collectively, “**Disapproved Liens**”) shown on the Preliminary Report except for real property taxes not delinquent. Seller shall notify Buyer no later than 5 days after receipt of Buyer’s Disapproval Notice whether it elects to remove such other items disapproved by Buyer.

5. Seller's Deliveries. Within 5 days following the Effective Date, Seller shall deliver to Buyer any and all materials related to the Property in Seller's possession or control, or to which Seller has access such as surveys, Phase I or Phase II reports, plans, geotechnical or soils reports or any other pertinent information that relates to the use, occupancy, zoning or control of the Property (collectively, the "**Seller's Deliveries**"). Seller shall deliver a Natural Hazards Disclosure Report with Seller's Deliveries.

6. Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions:

(a) Buyer shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Close of Escrow.

7. Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Property (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer's sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement, and recover any documents delivered to Escrow Holder pursuant to this Agreement.

(a) Buyer's inspection, review and approval, of all of the following:

(i) The physical characteristics and condition of the Property (including without limitation the condition of the soils);

(ii) Seller's Deliveries; and,

(b) Escrow Holder shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Buyer as provided in Section 4 above.

(c) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

8. LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY PURSUANT TO THIS AGREEMENT IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE EARNEST MONEY HAVE BEEN AGREED UPON, AFTER NEGOTIATION,

AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. SELLER HEREBY WAIVES ANY AND ALL BENEFITS IT MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 3389. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. UPON BUYER'S DEFAULT, SELLER MAY INSTRUCT ESCROW HOLDER TO CANCEL THE ESCROW, AND PROMPTLY UPON RECEIPT OF SAID INSTRUCTIONS, ESCROW HOLDER SHALL (i) CANCEL THE ESCROW, (ii) PAY ALL OF ESCROW HOLDER'S CHARGES FROM THE DEPOSIT, AND (iii) DISBURSE TO SELLER THE DEPOSIT PURSUANT TO THIS SECTION 8.

INITIALS: Seller _____ Buyer _____

9. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. Seller and Buyer shall execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

(b) The Closing shall take place (the “**Closing Date**”) on or before the date that is 30 days following the Effective Date of this Agreement, or as may be extended as provided below.

(c) At or before the Closing, Seller shall deliver to Escrow Holder the following:

(i) the duly executed and acknowledged Grant Deed for the Property (Exhibit B);

(ii) a duly executed affidavit that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 in the form attached as **Exhibit C** and incorporated herein by this reference together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131;

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller.

(iv) any other documents which the Escrow Holder may reasonably require from Seller in order to close Escrow which do not increase Seller's liability or obligations hereunder;

(v) a closing statement in form and content satisfactory to Buyer and Seller (the "**Closing Statement**") duly executed by Seller; and

(vi) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(d) At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following:

(i) the Closing Statement, duly executed by Buyer;

(ii) the Closing Amount; and

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(f) The following are to be paid by Buyer or Seller or apportioned as of the Closing Date, as follows:

(i) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Seller shall pay the premium for a standard ALTA coverage owner's policy of title insurance; Buyer shall pay the premium for any extended ALTA coverage if desired;

(2) Seller and Buyer shall each pay 1/2 of the Escrow fees, recording fees and related expenses;

(3) Buyer is a public entity and exempt from any city or county transfer taxes and recording fees;

(4) all other costs of escrow shall be paid equally by Buyer and Seller.

(ii) The provisions of this Section 9(f) shall survive the Closing.

10. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of Closing, Seller represents and warrants to Buyer as follows:

(a) This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms.

(b) No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against Seller, nor are any such proceedings contemplated by Seller;

(c) Title to the Property. Seller has good and marketable title to the Property. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. There are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

(d) Environmental Matters. As used in this Agreement, "**Environmental Law(s)**" "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., [The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq.], as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material. "**Hazardous Material**" "Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials. "**Release**" means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

(i) The Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(ii) Seller has not used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(iii) There has been no release of any Hazardous Material on the Property.

(iv) All required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(v) There exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(vi) There are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(vii) No asbestos abatement or remediation work has been performed on the Property.

(viii) There is no PCB-containing equipment or PCB-containing material located on or in the Property.

11. Representations, Warranties and Covenants of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a joint powers authority organized and existing under the laws of the State of California. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Buyer warrants that Buyer is a sophisticated owner and buyer of real property, familiar and experienced with requirements for the development of real property. Buyer has examined the Property or will have done so by Closing, is or will be familiar with its physical condition, and accepts the Property in an "AS-IS" condition.

12. Continuation and Survival. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

13. Condemnation.

(a) In the event a governmental entity commences eminent domain proceedings to take any portion of the Property after the date hereof and prior to the Closing, then Buyer shall have the option to terminate this Agreement by written notice to Seller within 10 business days after Buyer first learns of such commencement. In the event of any such termination, the Earnest Money, together with all interest, shall be returned to Buyer. Buyer and Seller shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

(b) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing and this Agreement is not terminated pursuant to Section 13(a), then the Closing shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings (except for any award attributable to the loss of Seller's business or income or Seller's personal property) shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller. Seller's obligations pursuant to this Section 13(b) shall survive the Closing.

14. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date free of any occupant or property not being conveyed to Buyer as provided hereunder.

15. Seller's Cooperation with Buyer. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer, with regard to the fulfillment of any Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

16. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the prosecution or defense of said action. In addition, the prevailing party shall be entitled to recover any actual accounting, engineering or other professional fees reasonably incurred in said action or proceeding.

17. Cooperation With Exchange. Buyer shall cooperate with Seller if such party intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller shall indemnify

and defend and hold Buyer harmless from any claims, loss, damages or liability arising out of participation in an exchange.

18. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller:

Phone: _____
Email: _____

With a copy to:

Phone: _____
Email: _____

If to Buyer:

Fresno County Rural Transit Agency
Attn: General Manager
2035 Tulare Street, Suite 201
Fresno, CA 93721
Phone: (559) 233-6789
Email: mstites@fresnocog.org

With a copy to:

Best Best & Krieger LLP
Attn: Nancy A. Park
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 325-4000
E-Mail: nancy.park@bbklaw.com

To Escrow Holder: _____
Attn: _____

Phone: _____
Email _____

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement to any entity .

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

(g) Merger of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. As used in this Agreement, a "business day" shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(n) Brokers. Seller and Buyer hereby represent to each other that there are no brokers, finders, or other persons entitled to a commission, finder's fee or other payment in connection with this Agreement. Buyer and Seller hereby agree to indemnify, defend, protect, and hold the other harmless from and against any claims, liabilities, or damages for commissions or finder's fees brought by any third party who has dealt or claims to have dealt with the indemnifying party pertaining to the Property.

(o) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(p) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(q) Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the Parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the Parties, notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

SELLER:

FARMER IN THE DILL, LP, a California limited partnership

By: _____

Name: _____

Its: _____

BUYER:

Fresno County Rural Transit Agency, a joint powers authority

By: _____

Name: Moses Stites

Its: General Manager

Date: _____

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FCRTA:
DANIEL C. CEDERBORG, County Counsel

By _____
KYLE ROBERSON, Senior Deputy County Counsel

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO, AND
MAIL TAX STATEMENTS TO:

[buyer address or attorney]

A.P.N.: _____

(Space Above Line for Recorder's Use Only)

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ 0 ; CITY TRANSFER TAX \$ 0 ; SURVEY MONUMENT FEE \$
0

- [] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[X] unincorporated area; [X] City of **Selma**, and

[The undersigned declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383. The undersigned declares that this Grant Deed is exempt from Documentary Transfer Tax pursuant to Revenue and Taxation Code Section 11922.]

GRANT DEED

FOR VALUE RECEIVED, _____ (“**Grantor**”), hereby grants to the Fresno County Rural Transit Agency, a joint powers authority (“**Grantee**”), all that certain real property situated in the County of Fresno, State of California, described in Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”).

:

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____, 2019.

GRANTOR:

By: _____

Name: _____

Its: _____

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from _____, a _____, as Grantor thereunder, to _____, a _____, as Grantee thereunder, is hereby accepted by the undersigned officer on behalf of _____, pursuant to the authority conferred by Resolution No. _____, adopted by _____ on _____, 20____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20____

By _____
_____(Name)
_____(Title)

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, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

This form is provided so that the Buyer and/or Seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the Escrow Agent and/or Buyer. Buyer (“**Transferee**”) must retain a copy of this document until after the fifth taxable year following the transfer.

Section 1445 of the Internal Revenue Code of 1986, as amended (“**Code**”) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of _____ (“**Transferor**”):

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
2. The Transferor is not a disregarded entity as defined in Income Tax Regulation Section 1.1445-2(b)(2)(iii).
3. The Transferor's U.S. employer or tax identification number is _____.
4. The Transferor's office address is: _____. The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: _____, 20__

TRANSFEROR:

By: _____

Name: _____

Its: _____



FCRTA Fresno County
Rural Transit Agency

Public Notice to Del Rey Residents: Del Rey Transit Service Hour and Rate Change

Del Rey Transit will now be offering Saturday service and changing the weekday service hours. The Saturday service will be offered for a three (3) month demonstration period beginning *April 1, 2019* to determine if ridership is adequate for Saturday service to become part of the permanent route schedule. The new schedule and fare rate beginning *April 1, 2019* is:

Monday – Friday <i>8:00am-4:00pm</i> , Saturday <i>10:00am – 3:00pm</i>
Del Rey to Sanger fare: <i>\$1.00</i>
Del Rey Intra-city fare <i>\$0.50</i>

We thank you for riding with us. Should you have any questions, please contact the Fresno County Rural Transit Agency.

Thank you,

Fresno County Rural Transit Agency

Moses Stites, General Manager

2035 Tulare Street, Suite 201

Fresno, California 93721

(559) 233-6789 x244

mstites@fresnocog.org

www.ruraltransit.org



FCRTA Fresno County
Rural Transit Agency

Aviso público a los residentes del Del Rey: Hora de servicio y cambio de tarifa

Del Rey Transit ahora ofrecerá el servicio en los sábados y cambiará las horas de servicio entre semana. El servicio de los sábados se ofrecerá durante un período de demostración de tres (3) meses a partir del 1 de abril de 2019 para determinar si la cantidad de pasajeros es adecuada para que el servicio de los sábados se convierta en parte del horario de la ruta permanente. El nuevo horario y tarifa a partir del 1 de abril de 2019 es:

Lunes – Viernes 8:00am-4:00pm , Sabado 10:00am – 3:00pm
Del Rey a Sanger: \$1.00
Del Rey Dentro de la Ciudad: \$0.50

Le agradecemos por viajar con nosotros. Si tiene alguna pregunta, comuníquese con la Fresno County Rural Transit Agency.
Gracias,

Fresno County Rural Transit Agency

Moses Stites, General Manager

2035 Tulare Street, Suite 201

Fresno, California 93721

(559) 233-6789 x244

mstites@fresnocog.org

www.ruraltransit.org