HARTNELL COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. 18:3

RESOLUTION OF HARTNELL COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES AUTHORIZING THE SALE OF
REAL PROPERTY TO CITY OF SALINAS

WHEREAS, the Hartnell Community College District ("District") is a community college district formed and organized pursuant to the laws of the State of California.

WHEREAS, the District owns certain real property located adjacent to East Alisal Road and near the intersections at Alisal Road and Sconberg Parkway and East Alisal Street and Bardin Road, as depicted in the diagram as Exhibit A and bearing the ("District Property").

WHEREAS, the City of Salinas ("City") is a charter city and municipal corporation formed and organized pursuant to the laws of the State of California.

WHEREAS, the City desires to make certain improvements to the intersections at Alisal Road and Sconberg Parkway and East Alisal Street and Bardin Road to, among other objectives, increase public safety, accommodate vehicle traffic at lower speeds, and reduce congestion, and which improvements will include but not be limited to construction of roundabouts, high visible crosswalks, new street lighting, and new ADA-compliant pedestrian ramps, as depicted in Exhibit B (the "Project").

WHEREAS, the proposed Project will encroach upon the District Property, and therefore, the City desires to acquire an approximately 18,807 square foot portion of the District Property, as depicted in the diagram as Exhibit A (the "District Property") to allow the City to move forward with the Project.

WHEREAS, pursuant to Education Code Section 81430, the governing board of any community college district may sell, exchange, grant or quitclaim to any public agency (including the federal government or its agencies, the state, or any county, city, special district, and school district) any or all of the community college district’s interest in real property belonging to the district which is not needed for school classroom buildings by the district.

WHEREAS, pursuant to Education Code Section 81431, any sale of real property from a community college district to any other public agency shall be upon the terms and conditions agreed to by the parties.

WHEREAS, pursuant to Education Code Section 81432, prior to a sale of real property to any other public agency, the community college district is required to adopt, by unanimous vote, a resolution authorizing the sale and prescribing the terms of the sale, which resolution shall be published in a newspaper of general circulation within the community college district’s boundaries for once a week for three weeks prior to making the sale.
WHEREAS, the District desires to sell the Subject Property to the City, and the City desires to purchase the Subject Property from the District pursuant to the terms set forth in the Purchase and Sale Agreement between Hartnell Community College District and City of Salinas, attached hereto as Exhibit C and incorporated herein by this reference ("Purchase and Sale Agreement").

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE HARTNELL COMMUNITY COLLEGE DISTRICT DOES HEREBY FIND, DETERMINE AND DECLARE AS FOWLLS:

1. That all of the recitals set forth above are true and correct.

2. The Subject Property is not needed for school classroom buildings by the District.

3. Pursuant to Education Code Section 81432, the Board hereby authorizes the sale of the Subject Property to the City pursuant to the terms set forth in the Purchase and Sale Agreement.

4. The District’s Superintendent/President or his designee is authorized and directed to publish this Resolution in accordance with Education Code Section 81432, subsection (b).

5. The District’s Superintendent/President or his designee is authorized to execute the Purchase and Sale Agreement on behalf of the District, subject to any further changes, insertions and omissions to the Purchase and Sale Agreement as he reasonably deems necessary.

6. The District’s Superintendent/President is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and said Purchase and Sale Agreement.

ADOPTED, SIGNED AND APPROVED this 6th day of March 2018.

BOARD OF TRUSTEES OF THE HARTNELL COMMUNITY COLLEGE DISTRICT

[Signature]
Manuel M. Osorio, Board President

ATTEST:
[Signature]
Secretary
I, Willard Lewallen, do hereby certify that the foregoing Resolution No.18:3 was duly adopted by the Board of Trustees of the Hartnell Community College District at a meeting thereof held on the 6th day of March 2018 and that it was so adopted by the following vote:

AYES: DePauw, Donohue, Montemayor, Osorio, Salazar, Jr., Serena, Padilla-Chavez

NOES: None

ABSENT: None

ABSTENTIONS: None

By: [Signature]
Secretary of the Board of Trustees
PURCHASE AND SALE AGREEMENT
BETWEEN HARTNELL COMMUNITY COLLEGE DISTRICT
AND CITY OF SALINAS

PREAMBLE

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") is entered into upon \underline{2018} (the "Effective Date") between Hartnell Community College District, a community college district formed and organized pursuant to the laws of the State of California (the "Seller" or the "District") and City of Salinas, a charter city and municipal corporation formed and organized pursuant to the laws of the State of California (the "Buyer" or "City") (individually, a "Party," and collectively, the "Parties") on the terms and conditions which follow.

RECITALS

WHEREAS, the District owns certain real property located adjacent to East Alisal Road and near the intersections at Alisal Road and Sconberg Parkway and East Alisal Street and Bardin Road, as depicted in the diagram as Exhibit A and bearing the legal description described in Exhibit B (the "Original District Property"), both incorporated herein by this reference.

WHEREAS, the City desires to make certain improvements to the intersections at Alisal Road and Sconberg Parkway and East Alisal Street and Bardin Road to, among other objectives, increase public safety, accommodate vehicle traffic at lower speeds, and reduce congestion, and which improvements will include but not be limited to construction of roundabouts, high visible crosswalks, new street lighting, and new ADA-complaint pedestrian ramps, as depicted in Exhibit C and incorporated herein by this reference (the "Project").

WHEREAS, the proposed Project will encroach upon the Original District Property, and therefore, the City desires to acquire an approximately 18,807 square foot portion of the Original District Property, as depicted in the diagram as Exhibit D and incorporated herein by this reference (such portion, the "Subject Property").

WHEREAS, on \underline{2018}, the District’s Board of Trustees unanimously approved Resolution No. \underline{authorizing the sale of the Subject Property to the City, and further authorizing the Superintendent/President to execute this Agreement.

WHEREAS, this Agreement and related documents set forth the complete understanding of the Parties.

TERMS, CONDITIONS AND COVENANTS

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:
ARTICLE I
DEFINED TERMS

For purposes of this Agreement, the terms set forth herein shall have the following meanings:

1.01 Original Property. "Original District Property" means the District's property depicted in the diagram as Exhibit A and bearing the legal description described in Exhibit B.

1.02 Subject Property. "Subject Property" means the approximately 18,807 square foot portion of the Original District Property to be sold to the City and depicted in the diagram as Exhibit D.

1.03 Retained Property. "Retained Property" means the real property retained by the District after the Subject Property is transferred to the City and depicted in the diagram as Exhibit E and incorporated herein by this reference.

1.04 Deed. "Deed" means a grant deed conveying title to the Subject Property described herein from the Seller to the Buyer in substantially the form attached hereto as Exhibit F and incorporated herein by this reference.

ARTICLE II
AGREEMENT OF SALE AND DONATION

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, all of the Seller's right, title and interest in the Subject Property.

ARTICLE III
THE SELLER'S REPRESENTATIONS AND WARRANTIES

The Seller covenants, represents and warrants the following:

3.01 Full Authority to Convey All Interest in the Subject Property. The Seller has the full right, power and authority to execute this Agreement, and related title documents, has the full right, power and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the Subject Property as described herein, and this Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller by its terms.

3.02 Compliance with Applicable Law and No Pending Litigation Against the Subject Property. To the best of the Seller's knowledge, there is no violation of federal, state, and/or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the Subject Property which would affect the sale of the Subject Property to the Buyer.

3.03 No Liens Securing Payment or Other Obligations on the Subject Property. The Seller warrants that the Subject Property is not encumbered, or will not be encumbered by the time of the recording of the Deed, by liens, including deeds of trust, securing payment for other obligations which, if not performed, would entitle a third party or entity to foreclosure on the Subject Property as collateral.

3.04 Hazardous Substances. To the best of the Seller's knowledge, (a) the Subject Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or
to environmental conditions on, under or about the Subject Property (collectively, “Hazardous Substance Laws”), including but not limited to soil and groundwater conditions; and (b) neither the Seller nor any other person has used, generated, manufactured, stored or disposed of on, under or about the Subject Property or transported to or from the Subject Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials (“Hazardous Substances”) in violation of any Hazardous Substance Law. For the purpose of this Agreement, Hazardous Substances include, without limitation, oil, natural gas or other petroleum or hydrocarbon substances; substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” “extremely hazardous wastes” or “restricted hazardous wastes” or stated to be known to cause cancer or reproductive toxicity under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sections 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1317, et seq.; the California Hazardous Substance Act, as amended, California Health and Safety Code Sections 28740, et seq.; the California Hazardous Waste Control Act, as amended, California Health and Safety Code Sections 25100, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, as amended, California Health and Safety Code Sections 24249.5, et seq.; the Porter-Cologne Water Quality Act, as amended, California Water Code Sections 1300, et seq.; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws.

ARTICLE IV
THE BUYER’S REPRESENTATIONS AND WARRANTIES; DISCLAIMERS

The Buyer covenants, represents and warrants the following:

4.01 Authority to Acquire the Subject Property. The Buyer represents and warrants that Buyer has full authority acquire the Subject Property, to carry out the provisions of this Agreement, and this Agreement constitutes the legal, valid and binding obligation of the Buyer enforceable against the Buyer by its terms.

4.02 The Buyer’s Acceptance of the Subject Property “As-is”. Except for the Seller’s representations or warranties expressly set forth in this Agreement, the Seller is selling, and the Buyer is acquiring, the Subject Property “as-is,” “with all faults,” and in its current physical condition, without any representations or warranties, express or implied, concerning the physical condition or value of the Subject Property, the condition of any improvements located on the Subject Property, the suitability of the Subject Property for the Buyer’s intended use, the compliance with building or zoning codes, the presence or absence of Hazardous Substances and the availability of water rights for the Subject Property. Except for the Seller’s representations or warranties expressly set forth in this Agreement, the Buyer shall accept the Subject Property in its current “as-is” condition.

4.03 Indemnification. The Buyer agrees to defend, indemnify, protect and hold harmless the Seller, its trustees, officers, officials, employees, contractors and agents (“Indemnified Parties”) from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the Indemnified Parties may sustain or incur or which may be imposed upon them in any way arising out of or relating to the City’s planning, design, engineering, implementation, construction, or maintenance of the Project and any improvements relating thereto, excepting only liability arising out of the sole negligence or willful misconduct of the Seller.
ARTICLE V
CONDITIONS TO ISSUANCE OF THE DEED

The obligation of the Buyer and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the issuance of the Deed, of the conditions contained herein. The Buyer and the Seller agree that each Party will, in good faith, endeavor to remove all said contingencies and conditions (collectively, “conditions precedent”) which are within the control of the respective Party. The following are conditions precedent to the issuance of the Deed:

5.01 Preliminary Title Report. Buyer, at its own expense, shall obtain a preliminary title report for the Original District Property (“Preliminary Title Report”), prepared by a title company, and shall provide Seller with a copy of the Preliminary Title Report promptly upon receipt. A copy of the Preliminary Title Report, once available, shall be attached to this Agreement as Exhibit G and incorporated herein by this reference.

5.02 Preparation of Legal Descriptions and Maps. Buyer, at its own expense and to the satisfaction of Seller, shall prepare parcel maps and legal descriptions for the Subject Property and the Retained Property, and all other documents as may be necessary for subdivision of the Original District Property and transfer of the Subject Property.

5.03 Preliminary Title Report Review and Approval for Property. Buyer and Seller shall review the Preliminary Title Report and agree, in writing, which exceptions, if any, may remain on title to the Subject Property (“Permitted Exceptions”) and which exceptions, if any, are to be removed from title to the Subject Property (“Non-Permitted Exceptions”) prior to issuance of the Deed. Seller shall convey title to the Subject Property to Buyer free and clear of all title defects, liens, including ad valorem tax liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, except for the Permitted Exceptions. Seller shall convey the Subject Property to Buyer in fee simple title, which shall be, except for the Permitted Exceptions, free and clear of all mortgages, deeds of trust, liens, charges, encumbrances, encroachments, easements, conditions, exceptions, assessments, taxes, leases, licenses, options, or other defects in title. It is the intent of the Parties that Buyer be responsible for and bear all costs associated with the transaction contemplated in this Agreement, including but not limited to all costs associated with removal of any Non-Permitted Exceptions from title to the Subject Property.

5.04 Pro Forma Policy of Title Insurance. Prior to issuance of the Deed, Buyer shall obtain a pro forma title policy for the Retained Property in the name of the Seller for marketable title, free of all restrictions, liens, and encumbrances, except as to the exceptions listed in the Preliminary Title Report. Upon issuance of the Deed, Buyer shall be prepared to obtain a title policy in the name of the Seller for the Retained Property for marketable title, free of restrictions, liens, and encumbrances except as to the exceptions listed in the Preliminary Title Report. Any exceptions to the title policy for the Retained Property that were not included on the Preliminary Title Report must be removed from title to the Retained Property, at Buyer’s expense, unless otherwise agreed to in writing by the Seller.

5.05 Compliance With Laws. Buyer, at its own expense, shall have complied with and satisfied all applicable laws, rules and regulations, including but not limited to compliance: the California Environmental Quality Act (“CEQA”) as the lead agency (Public Resources Code §§ 21000 et seq.); California planning and land use laws (Government Code §§ 65000 et seq.); the Subdivision Map Act (Government Code §§ 66410 et seq.); and City’s Municipal Code.
5.06 Remedy in the Event of Unsatisfied Condition. It is the expectation of the Parties that the
conditions precedent will be satisfied no later than sixty (60) days from the Effective Date. If any
condition precedent is not satisfied within said period: (1) either Party may terminate the Agreement; (2)
the Parties may, upon mutual agreement, extend the timeframe in which the Parties expect to satisfy the
conditions precedent; or (3) the Parties may, upon mutual agreement, waive any condition precedent.

ARTICLE VI
SELLER’S ISSUANCE OF DEED

Within fifteen (15) days of satisfaction or waiver of all conditions precedent set forth in Article V, Seller shall issue the Deed to Buyer.

ARTICLE VII
CONDITIONS TO RECORDING OF THE DEED

The following shall constitute conditions precedent to the recording of the Deed which may be
waived only by written waiver executed by the Seller or the Buyer as applicable:

7.01 Title Insurance. Buyer shall deliver to Seller a title policy in the name of the Seller for the
Retained Property for marketable title, free of restrictions, liens, and encumbrances except as to the
exceptions listed in the Preliminary Title Report or those otherwise agreed to by the Seller in writing.

7.02 No Breach. Buyer shall not be in breach or default of any provision herein, and the
Buyer’s warranties and representations as set forth herein are true as of the issuance of the Deed.

7.03 Certificate of Acceptance. Buyer shall deliver a certificate of acceptance pursuant to
California Government Code Section 27281, in substantially the form attached hereto as Exhibit H and
incorporated herein by reference.

ARTICLE VIII
DUTIES UPON RECORDING OF THE DEED

8.01 Buyer’s Duties Upon Recording. Upon recording of the Deed, Buyer shall deliver, to
Seller, either by personal delivery or mailed to the Seller as set forth in Article XIII hereof, the following:

A. A copy of the recorded Deed for the Subject Property.

B. Copies of all maps, legal descriptions, and other documents recorded or relating to
the Subject Property and Retained Property.

C. Copies of such other documents, if any, not referenced herein and which are
recorded.

ARTICLE IX
DEFAULTS AND REMEDIES

9.01 Defaults and Remedies: Reversion.

A. The Seller’s Default. The Seller will be in default under this Agreement if (a) the
Seller fails to perform any of the Seller’s covenants, obligations or agreements under this Agreement; or
(b) if any of the Seller’s representations and warranties contained in this Agreement are, or become, untrue or inaccurate in any material respect, provided that the Seller will have ten (10) business days to cure such a default (or such longer period as is required in the exercise of due diligence, not to exceed twenty (20) business days, if the Seller commences such cure within the initial ten (10) business-day period) after the Seller receives written notice of such default from the Buyer (the “Seller’s Default”).

B. The Buyer’s Remedies. In the event of a Seller’s Default prior to the issuance of the Deed, the Buyer may, as the Buyer’s sole and exclusive remedy for such Seller’s Default, either (a) waive the effect of such matter and proceed pursuant to the Agreement; or (b) cancel this Agreement. All rights and remedies contained in this Subsection are non-cumulative and exclusive of one another.

C. The Buyer’s Default. Except for a condition precedent that cannot be satisfied in Article V, the Buyer will be in default under this Agreement if (a) the Buyer fails to perform any of the Buyer’s obligations under this Agreement; or (b) if any of the Buyer’s representations and warranties contained in this Agreement are, or become, untrue or inaccurate in any material respect, provided that the Buyer will have ten (10) business days to cure such a default (or such longer period as is required in the exercise of due diligence, not to exceed twenty (20) business days, if the Buyer commences such cure within the initial ten (10) business-day period) after the Buyer receives written notice of such default from the Seller (“Buyer’s Default”).

D. The Seller’s Remedies. In the event of the Buyer’s default pursuant to Subsection C prior to the issuance of the Deed such that title is not transferred to the Buyer, the Seller may, as the Seller’s sole and exclusive remedy for such Buyer’s Default, either (a) waive the effect of such matter and proceed pursuant to the Agreement; or (b) cancel this Agreement. All rights and remedies contained in this Subsection are non-cumulative and exclusive of one another.

E. Reversion. In the event the City has not commenced construction of the Project within two (2) years of the Effective Date, or it becomes reasonably certain that the City will not or no longer intends to move forward with the Project, title to the Subject Property shall, at the election of the District, revert back to the District.

ARTICLE X
COSTS, FEES AND CHARGES

The Buyer shall be solely responsible for all applicable costs associated with transfer of the Property as contemplated herein, including, but not limited to obtaining the Preliminary Title Report and all other title reports as may be necessary, plotting, preparing maps and legal descriptions, recording fees, documentary and other transfer taxes, title insurance premiums and other costs associated with subdivision of the Original District Property, transfer of the Subject Property, and issuance and recording of the Deed.

ARTICLE XI
MUTUAL ASSISTANCE AND COOPERATION

In order to expedite transfer of the Subject Property, the Parties agree to mutually assist and cooperate with one another in the preparation of the Agreement and exchange of documents and information necessary to the issuance and recording of the Deed and transfer of title in the name of Buyer. The Seller agrees to sign an agency or representation agreement in favor of the Buyer for the purpose of allowing the Buyer to file necessary applications or permits and for approval by state and local agencies in order to satisfy applicable state and local agency requirements before issuance of the Deed.
ARTICLE XII
WAIVER OF PROVISIONS

Waiver by the Seller, or the Buyer, of any breach of any term, covenant or condition by the Buyer or the Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by the Buyer or the Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

ARTICLE XIII
NOTICES

Any notice, demand, approval, consent, or other communication between the Parties shall be in writing and shall be deemed duly given on the date of service if served personally or by courier or overnight service, with proof of delivery, or by facsimile (provided that the sender of a facsimile has received a confirmation of successful transmission by the sending machine, or acknowledgment of receipt from the receiving Party), and upon the second business day after mailing, if mailed by first-class, registered or certified mail, properly addressed as follows:

To the Seller: Hartnell Community College District
   Attn: Joseph Reyes
   411 Central Avenue
   Salinas, CA 93901
   Phone: 831-755-6950
   Facsimile: 831-759-6024
   Email: jreyes@hartnell.edu

   With a Copy to: Lozano Smith
   Attn: Devon B. Lincoln
   4 Lower Ragsdale Drive, Suite 200
   Monterey, CA 93940
   Phone: 831-646-1501
   Facsimile: 831-646-1801
   Email: dlincoln@lozanosmith.com

To the Buyer: City of Salinas
   [Address]
   Phone: [Redacted]
   Facsimile: [Redacted]
   Email: [Redacted]

   With a copy to: [Buyer’s Attorney or Representative]
   [Address]
   Phone: [Redacted]
   Facsimile: [Redacted]
   Email: [Redacted]
ARTICLE XIV
BINDING EFFECT

This Agreement is binding upon the heirs, successors, and assigns of the Parties. The individuals, upon signing the Agreement, represent, by their signatures, that they have full authority to bind the Parties.

ARTICLE XV
MISCELLANEOUS PROVISIONS

15.01 Further Documents. The Parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out the intent of the Parties to this Agreement.

15.02 Entire Agreement. This Agreement, plus such ancillary agreements, exhibits or diagrams, and any and all related documents to consummate this Agreement, set forth the entire agreement between the Seller and the Buyer and supersede all prior negotiations and agreements, and whether written or oral, concerning or relating to the subject matter hereof.

15.03 Invalidity of Any Provision. If any provision of this Agreement as applied to either Party or to any circumstance be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

15.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both Parties hereto. The Parties may, by pen-and-ink changes, including interlineation, and insertion of additional language in writing, amend the printed text of this Agreement. Alongside each amendment, each Party shall initial the interlineation or change from the printed text.

15.05 Time is of the Essence. Consistent with the conditions as described in Article V hereof, time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

15.06 Governing Law and Venue. This Agreement and all documents provided for herein and the rights and obligations of the Parties hereto shall be governed in all respects, including validity, interpretation, and effect, by the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Monterey County, California.

16.07 Headings. Headings at the beginning of each section and subsection hereof are solely for the convenience of the Parties and are not to be construed as enlarging or limiting the language following said headings.

15.08 Execution in Counterparts. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Copies of signatures shall have the same force and effect as original signatures.
15.09 Days. Any and all references in this Agreement to time periods which are specified by reference to a certain number of days refer to calendar days, unless “business days” is otherwise expressly provided. If any date by which a Party is required to provide the other Party with notice hereunder or is required to perform any act hereunder, occurs on a Saturday or Sunday or a banking holiday in the jurisdiction where the Property is located, then and in any of such events, such applicable date shall be deemed to occur, for all purposes of this Agreement, on that calendar day which is the next succeeding day that is not a Saturday, Sunday or banking holiday in the State of California.

15.10 Legal Representation. The Parties acknowledge and agree that they each have been represented or have had the opportunity to be represented by independent legal counsel of their own choosing prior to entering this Agreement, and that each Party is entering into this Agreement having had sufficient opportunity to investigate the facts and obtain advice of such legal counsel.

EXECUTION

WHEREFORE, the Parties hereto, by their signatures hereinbelow, enter into this Agreement effective and enforceable as set forth in Article XIV.

BUYER:
CITY OF SALINAS, a charter city and municipal corporation formed and organized pursuant to the laws of the State of California

SELLER:
HARTNELL COMMUNITY COLLEGE DISTRICT, a community college district formed and organized pursuant to the laws of the State of California

By: ________________________________  By: ________________________________
Its: ________________________________  Its: ________________________________

DATED: ____________________________  DATED: ____________________________
EXHIBIT A

PROPERTY DIAGRAM – ORIGINAL DISTRICT PROPERTY
EXHIBIT C

PROPOSED PROJECT DIAGRAM
EXHIBIT D

PROPERTY DIAGRAM – SUBJECT PROPERTY
EXHIBIT E

PROPERTY DIAGRAM – RETAINED PROPERTY
EXHIBIT F

GRANT DEED
GRANT DEED

(Affects APN _______)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HARTNELL COMMUNITY COLLEGE DISTRICT, a California community college district (the "District"), as Grantor, hereby GRANTS to CITY OF SALINAS, a charter city and municipal corporation, as Grantee, all right, title, and interest in and to the real property, including all improvements thereon, located in the City of Salinas, County of Monterey, State of California, described in Exhibit 1 and Exhibit 2 attached hereto and incorporated herein.

Dated as of ______, 2018, to be effective on recordation in the real property records of Monterey County, California.

HARTNELL COMMUNITY COLLEGE DISTRICT

By: ______________________________
    Willard Lewallen, Ph.D.
    Superintendent/President
Exhibit 2 to Grant Deed

PARCEL MAPS
EXHIBIT G

PRELIMINARY TITLE REPORT
EXHIBIT H

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by grant deed dated
______________, 20__ from Hartnell Community College District, a community college
district formed and organized pursuant to the laws of the State of California, to City of Salinas, a
charter city and municipal corporation formed and organized pursuant to the laws of the State of
California is hereby accepted by [NAME], [TITLE], on behalf of City of Salinas pursuant to the
authority conferred by the City Council of the City of Salinas, as grantee, consents to recordation
of said grant deed by its duly authorized representative below.

DATED: __________, 2018

City of Salinas,
A charter city and municipal corporation

By: _______________________________________

[NAME]
[TITLE]