

**AGREEMENT FOR PURCHASE AND SALE**  
**OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this \_\_\_\_ day of April 2025 ("**Agreement Date**") by and between SKS Property Investment, LLC, a California limited liability company ("**Seller**"), and City of Chino, a California municipal corporation ("**Buyer**").

**RECITALS:**

**A.** Seller owns that certain improved real property located at 13218 6th Street, in the City of Chino, County of San Bernardino, State of California (APN 1020-282-03) more particularly described in Exhibit A-1 ("**Property**") which is improved with a commercial office building containing approximately 2,700 sq ft ("**Building**").

**B.** Seller also agrees to transfer any and all tangible and intangible rights and items related in any way to the acquisition, use, development, design, construction, permitting and entitlement of the Property for the Building and all right, title and interest of Seller, if any, in and to all tangible personal property owned by Seller now existing and placed or installed on or about the Property and used in connection with the ownership, operation, management, maintenance and/or repair of the Property which are set forth on Exhibit A-2 ("**Personal Property**").

**C.** The Property is currently leased to an entity related to and controlled by Seller ("**Current Lease**").

**D.** Seller desires to sell and Buyer desires to buy, the Property together with the Personal Property upon the terms and conditions more particularly set forth herein.

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


**TERMS AND CONDITIONS:**

**1. PURCHASE AND SALE OF PROPERTY.**

**1.1 Purchase and Sale.** Pursuant to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the Property together with the Personal Property free and clear of the Current Lease. Seller hereby agrees to continue to maintain the Property in its current operating condition together with the Personal Property until the Closing (as defined in Section 5.1).

**1.2 Waiver and Release.** The Purchase Price (as defined in Section 3.1) is all-inclusive of Seller's interest in the Property and Seller for itself and its related entity leasing the Property under the Current Lease ("**Current Tenant**") knowingly and voluntarily waives, releases and discharges Buyer from liability and responsibility for or related to any right Seller and Current Tenant has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of City's acquisition of the Property including, without limitation, severance damages, relocation expenses or damages, loss of business goodwill and/or lost

profits, loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys' fees, and any claim whatsoever.

  
Seller's Initials

\_\_\_\_\_  
Current Tenant's Initials

2. **OPENING OF ESCROW.** Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") with by causing an executed copy of this Agreement to be deposited with Mary Lou Adame at Fidelity National Title Insurance Company, 3237 E. Guasti Rd., Ste. 105, Ontario, CA 91761 (909) 978-3020 [Marylou.Adame@fnf.com](mailto:Marylou.Adame@fnf.com) ("**Escrow Officer**") together with the Deposit (as defined in Section 2.2(a) ("**Opening of Escrow**").

3. **PURCHASE PRICE; DEPOSIT; PAYMENT OF PURCHASE PRICE.**

3.1 **Purchase Price.** The purchase price for the Property is One Million One Hundred Thousand Dollars (\$1,100,000) ("**Purchase Price**").

3.2 **Payment of Purchase Price.**

- a. **Deposit.** Concurrently with Opening of Escrow, Buyer shall deposit with Escrow Holder the sum of Thirty Thousand Dollars (\$30,000) ("**Deposit**") to be held by Escrow Holder for the benefit of the parties and applied against the Purchase Price at Closing (as defined in Section 5) or released, refunded or forfeited in accordance with the terms of this Agreement.
- b. **Payment of Purchase Price.** On or before 12:00 p.m. on the business day preceding the Closing Date or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit in Good Funds the Purchase Price less the Deposit.

3.3 **Good Funds.** Prior to Closing, all funds deposited in Escrow shall be in "**Good Funds**" which shall mean a wire transfer of funds from a financial institution located in the State of California. All funds provided for herein shall be in U.S. Dollars.

4. **CLOSING FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.**

4.1 **Seller.** Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit or cause to be deposited with Escrow Holder all of the following:

- a. The grant deed in the form attached as Exhibit B executed and acknowledged by Seller ("**Grant Deed**").
- b. A bill of sale of all Personal Property in the form attached hereto as Exhibit C ("**Bill of Sale/Assignment**").
- c. Two (2) copies of the Assignment and Assumption of Contracts in the form attached as Exhibit D ("**Contract Assignment/Assumption**") for all the Approved Contracts Approved Contracts (as defined in Section 7.1)

- d. Any documents reasonably required by the Title Company to issue the Owner's Title Policy.
- e. A Non-Foreign Affidavit as required by federal law.
- f. Such funds and other items and instruments as may be necessary in order for Escrow Holder or the Title Company to comply with this Agreement.

**4.2 Buyer.** Buyer agrees that on or before 12:00 noon on the day preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and all of the following:

- a. The cash balance of the Purchase Price, together with Buyer's share of any Escrow closing costs and prorations in the amount determined by Escrow Holder, shall be delivered to Escrow Holder by Buyer in Good Funds.
- b. A Certificate of Acceptance in the form attached to the Grant Deed executed by Buyer ("**Certificate of Acceptance**").
- c. A Preliminary Change of Ownership Statement completed in the manner required by San Bernardino County ("**PCOR**").
- d. Two (2) copies of the Contract Assignment/Assumption.
- e. Such other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

**4.3 Recordation, Completion and Distribution of Documents.** Escrow Holder shall confirm that any documents signed in counterpart are matching documents and shall combine the signature pages thereof so as to create fully executed documents. Escrow Holder will date all the documents with the date of Close of Escrow. Escrow Holder will cause the Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Owner's Title Policy in accordance with Section 6.2, and hold for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to the parties pursuant to this Agreement.

## **5. CLOSING DATE; OPTIONS TO EXTEND CLOSING; TIME IS OF ESSENCE.**

**5.1 Closing Date.** Escrow shall close within fifteen (15) days after Buyer delivers the Approval Notice pursuant to Section 7 ("**Closing Date**").

**5.2 Right to Extend Closing.** If a party has indicated its commitment to cure a Breach (as defined in Section 13.1) and is diligently prosecuting such cure, the Closing shall be extended pursuant to Section 13.1 and the parties shall execute such document as reasonably required to specify such extension for Escrow Holder.

**5.3 Definition of Closing.** The terms "**Close of Escrow**" and/or "**Closing**" mean the time Grant Deed is recorded in the Official Records of the County Recorder of San Bernardino County, California.

**5.4 Time is of Essence.** The parties specifically agree that time is of the essence

of this Agreement.

**5.5 Possession.** Upon the Close of Escrow, possession of the Property and Personal Property shall be delivered to Buyer free and clear of any persons or claimants including, but not limited to, the Current Tenant which will have vacated the Property leaving it in good condition and repair.

**5.6 Authority of City Manager.** By its execution of this Agreement, Buyer authorizes its City Manager or his/her designee (who has been designated by City Manager's written notice delivered to Seller and Escrow Holder) shall have the authority to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals, extensions and amendments as approved by the City Attorney. Any such approval, disapproval, extension or amendment executed by the City Manager or his/her designee shall be binding on Seller.

## **6. TITLE POLICY.**

### **6.1 Approval of Title.**

**(a) Preliminary Title Report; Disapproved Exceptions.** Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Fidelity National Title Insurance Company ("**Title Company**"), describing the state of title of the Property, together with legible copies of all exceptions and a map plotting all easements ("**Preliminary Title Report**"). Within ten (10) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

**(b) Buyer's Review of Preliminary Title Report.** In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of seven (7) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). Seller's failure to deliver Seller's Notice shall be deemed to be Seller's election to not remove and such Disapproved Exceptions. If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions (or fails to notify Buyer), or if Seller is unable to remove the Disapproved Exceptions (other than any obligations of Buyer under Section 7), Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

**(c) Amendments/Supplement.** Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to seven (7) days following receipt of notice of such additional exceptions and limited only to such additional exceptions.

**(d) Monetary Liens are Disapproved Exceptions.** Nothing to the contrary

herein withstanding, Buyer shall be deemed to have automatically objected to all deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property (excluding any such items caused by Buyer) ("**Monetary Liens**"), and Seller shall discharge any such Monetary Liens prior to or concurrently with the Close of Escrow except as otherwise specifically provided in this Agreement.

**(e) Current Lease is Disapproved Exception.** Buyer has disapproved the Current Lease and Seller shall provide such documents as required by the Title Company so the Current Lease will not be shown as an exception and the Current Lease is a Disapproved Exception.

**6.2 Owner's Title Policy.** At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA (non-extended) owner's policy of title insurance ("**Owner's Title Policy**") insuring title to the Property vested in Buyer, containing only (i) non-delinquent real property taxes and assessments; (ii) exceptions approved by Buyer in accordance with Section 6.1; and (iii) exceptions caused solely by the acts of Buyer (collectively the "**Permitted Exceptions**"). The amount of the insurance coverage shall be the Purchase Price. The cost of the Owner's Title Policy shall be paid by Seller. If Buyer elects to obtain an extended ALTA owner's policy, Buyer shall be responsible to secure a survey at its own cost and expense which shall be delivered to the Title Company not less than ten (10) days prior to Closing and Buyer shall be responsible to pay for any additional premium. The Title Policy shall include extended coverage or endorsements that Buyer may request but at Buyer's expense. Buyer's election to obtain any such extended coverage and/or additional endorsements shall be at Buyer's sole costs and expense and shall not be a condition to or otherwise delay the Closing unless the additional coverage is agreed to by Seller in writing with respect to a Disapproved Exception.

**7. DUE DILIGENCE AND DUE DILIGENCE PERIOD.** For a period of forty-five (45) days following Buyer's receipt of all the Materials (as defined in Section 7.1 below) ("**Due Diligence Period**"), Buyer shall have the right to perform any investigations or inspections (including, but not limited to, review of title) as Buyer may reasonably determine in order to assess its willingness to purchase the Property pursuant to the terms of this Agreement. Notwithstanding the foregoing, if the Phase I report recommends that a Phase II report be obtained, the Due Diligence Period shall be extended until ten (10) days after Buyer's receipt of the Phase II report. Buyer shall have the right to exercise this extension by providing written notice of the exercise of the extension together with a copy of the Phase I report. Upon receipt of the Phase II report, Buyer shall promptly provide a copy of same to Seller.

**7.1 Review and Approval of Documents and Materials.**

**a. Materials.** Within three (3) days of the Opening of Escrow, Seller shall deliver to Buyer any and all reports, surveys, environmental assessments, engineering reports and other documents which are material to the Property in Seller's possession or under its control or of its agents, respecting the Property, including, but not limited to, the following (collectively "**Materials**"):

- All plans & specifications, construction documents, surveys, geological, soils, engineering, environmental, structural, mechanical, and safety inspections and reports and any other similar documents;
- NHD Report (pursuant to Section 7.4);
- A list of all capital improvements made to the Property by Seller;

- Copies of any governmental correspondence regarding zoning, use or code compliance issues affecting the Property; and
- Copies of all existing contracts which affect the Property including, but not limited to, maintenance contracts, HVAC service contracts, landscaping contracts, etc. ("**Contracts**").

**7.2 Buyer's Due Diligence.** During the Due Diligence Period, Buyer and its agents may, at Buyer's sole expense, conduct tests and physical inspections of the Property, including building inspections, environmental site assessments including a Phase I and an asbestos and lead paint investigation as desired by Buyer. If the Phase I report recommends a Phase II report, Buyer shall have the right to obtain same. Buyer may also conduct such investigations with regard to the Materials, zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Prior to entry upon the Property, Buyer, and/or any of its consultants entering upon the Property, shall provide evidence to Seller that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) which insurance names Seller as additional insured. Buyer shall keep the Property free and clear of all mechanic liens, lis pendens and other liens arising out of the entry and work performed under this paragraph and shall maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California. Buyer shall promptly repair and restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Buyer's activities, acts, and omissions on the Property, including, but not limited to, mechanic liens. Buyer's indemnity obligations under this Section 7.2 shall survive Closing and termination of this Agreement. At Closing, Buyer shall take the Property subject to any title exceptions caused by Buyer exercising this license to enter the Property and such shall be deemed a Permitted Exception.

**7.3 Buyer's Termination Right.** Buyer shall have the right at any time on or before the expiration of the Due Diligence Period (as may be extended) to terminate this Agreement if, during the course of Buyer's due diligence investigations of the Property, Buyer determines in its sole and absolute discretion that the Property is not acceptable to Buyer. Buyer may exercise its right to terminate by delivering written notice of termination to Seller and Escrow Agent ("**Termination Notice**") on or before the expiration of the Due Diligence Period. Upon the timely delivery of such Termination Notice, (i) Escrow Holder shall immediately return the Deposit to Buyer without the need for further instruction or approval of the parties, and (ii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder except for those obligations which expressly survive termination.

If Buyer approves the Property, Buyer shall deliver a written approval notice to Seller with a copy to Escrow Holder ("**Approval Notice**") on or before the expiration of the Due Diligence Period. If Buyer fails to deliver the Approval Notice or Termination Notice, Buyer shall be deemed to have elected to approve the Due Diligence and to proceed with the Transaction.

**7.4 NHD Report.** Within five (5) days of Opening of Escrow, Escrow shall order and deliver to Buyer and Seller a Natural Hazards Disclosure report from Disclosure Source for the Property ("**NHD Report**") for Buyer's approval. The cost of the NHD Report shall be paid by Seller.

**7.5 Contracts.** Any Contracts which are approved by Buyer during the Due Diligence Period shall be assigned by Seller at Closing pursuant to the Contract Assignment/Assumption (as defined in Section 4.1(d)). Any Contracts which are not approved by Buyer shall be duly terminated by Seller prior to the Closing and any amounts due under such Contracts shall be the sole responsibility of Seller including post-Closing.

**8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.**

**8.1 Conditions to Buyer's Obligations.** The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Buyer has received and approved the completed Tenant Estoppel Certificates in accordance with Section 7.1.b.
- (b) Title Company will issue the Owner's Title Policy as specified in Section 6.2.
- (c) Buyer has issued (or is deemed to have issued) the Approval Notice in accordance with Section 7.3.
- (d) Seller has terminated the Disapproved Contracts in the time specified in Section 7.
- (e) Seller has terminated the Current Lease and confirmed same to Buyer.
- (e) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (f) Seller is not in default of its obligations under this Agreement.

**8.2 Conditions to Seller's Obligations.** The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent ("**Seller's Conditions Precedent**"):

- (a) Buyer has delivered the balance of the Purchase Price to Escrow Holder.
- (b) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (c) Buyer is not in default of its obligations under this Agreement.

**9. REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that, to best of Seller's knowledge, as of the Agreement Date and as of the Closing Date, that:

- a. This Agreement has been duly authorized and executed on behalf of Seller. As of the Opening of Escrow, this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms.
- b. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer, or otherwise dispose of any portion or portions of the Property.
- c. Seller represents that, except as provided in the Materials, to Seller's knowledge:

- (i) the Property is not in breach of any environmental laws; and (ii) the Property is free of any Hazardous Materials that would trigger response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. This warranty is limited to matters of which Seller has current actual knowledge, and Buyer acknowledges that Seller has not made (nor will make) any affirmative investigation or inquiry as to environmental issues affecting the Property in connection with this Agreement. As used in this Agreement, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.
- d. There is no litigation pending, threatened against or by Seller or the Property which relates to, or if decided adversely, could have a material adverse effect upon, the Property (including condemnation or similar proceedings).
  - e. Except as disclosed to Buyer by Seller as part of the Materials, the Property is not subject to any other Contracts. All Contracts are in full force and effect and Seller is not in breach thereof.
  - f. Seller has the right to terminate the Current Lease prior to Closing and to deliver the Property to Buyer at Closing free of the Current Lease and the Current Tenant will have no right to claim any rights against the Property or Buyer.

No representation, statement or warranty by Seller in this Agreement contains or will contain any untrue statements or omits, or will omit, a material fact necessary to make the statement of fact therein recited not misleading. The representations and warranties of Seller and any other representations and warranties of Seller contained elsewhere in this Agreement are true and correct on and as of the date of this Agreement and at Closing and shall survive the Closing, until the date which is twenty-four (24) months after the Closing ("**Survival Date**") without the necessity of a separate written certificate regarding the same, whereupon such representations and warranties shall be of no further force or effect. Actual knowledge shall not be deemed to exist merely by assertion by Buyer of a claim that any of the foregoing persons should have known of such facts or circumstances, if such person did not have actual knowledge thereof.

The preceding notwithstanding, Seller shall promptly advise Buyer if Seller acquires any information following the Agreement Date which would make any of the representations and warranties set forth in this Section 9 above untrue; provided that it shall not be a breach of such representation or warranty if the information which renders the representation or warranty untrue was not known by Seller as of the Agreement Date. If Seller or Buyer acquires any information following the Agreement Date which would make any of the foregoing representations or warranties untrue, then, as Buyer's sole and exclusive remedy, Buyer shall have the right, upon ten (10) business days written notice to Seller after learning of such information, to terminate this Agreement by delivery of written notice to Seller and, in the event of such termination, all rights and obligations under this Agreement shall cease and the Deposit



(less the Independent Contract Consideration) shall be promptly returned to Buyer; provided, however, if Buyer fails to give written notice of termination within ten (10) business days, then Buyer shall not have the right to terminate this Agreement nor receive the return of the Deposit as provided in this paragraph above based on such representation or warranty that becomes untrue. If, prior to the Closing Date, Buyer becomes aware of any facts that make any of the representations or warranties set forth in Section 8 untrue, but Buyer nevertheless elects to close escrow hereunder, then Buyer shall be deemed to have waived any claim against Seller based on such representation or warranty that Buyer knew was untrue as of the Closing Date. The provisions of the immediately preceding sentence shall survive the Close of Escrow.

## **10. ESCROW PROVISIONS.**

**10.1 Escrow Instructions.** Sections 1 through 6, inclusive; 8, 10, 14, and 15 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

**10.2 General Escrow Provisions.** Escrow Holder shall deliver the Owner's Title Policy to the Buyer and instruct the San Bernardino County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in San Bernardino County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

### **10.3 Real Property Taxes; Utilities; Rent.**

**a. NO Real Property Tax Prorations.** Real property taxes shall not be prorated but shall be paid current at Closing. After Closing, Seller shall have the right to recover any excess taxes paid directly from the County. Buyer shall cooperate with any filing for a refund by Seller.

**b. Utilities.** Buyer and Seller shall cause all utilities which are in the name of Seller to be transferred to the name of Buyer as of the Close of Escrow or as soon thereafter as practicable. Seller shall be entitled to retain (and receive a refund) for any and all utility deposits which are held by the utility company.

**10.4 Contract Prorations.** Amounts payable under the Approved Contracts shall be prorated to the Closing.

### **10.5 Payment of Costs.**

- a. **Cost Allocation.** Seller shall pay the costs for the Owner's Title Policy, the cost of NHD Report and one-half (1/2) of the escrow costs ("**Seller's Charges**"). Buyer shall pay one-half (1/2) of the escrow costs ("**Buyer's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder for major commercial real estate transactions in San Bernardino County.

**NOTE:** No documentary transfer taxes shall be paid or charged to Seller based on the exemption set forth in R&T Code Section 11922 as the Property is being transferred to a governmental agency. No recording fees for the Grant Deed shall be payable pursuant to Government Code Section 27383.

- b. **Closing Statement.** At least two (2) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

**10.6 Termination and Cancellation of Escrow.** If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

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

**10.8 No Withholding as Foreign Seller.** Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.


**10.9 Brokerage Commission.** If, and only if, Close of Escrow occurs, Escrow Holder shall pay from Seller's funds a broker's commission pursuant to the current listing agreement to Seller's broker, Remax Masters Commercial Division, 14760 Pipeline Avenue, Chino Hills, CA 91709 ("**Seller's Broker**"). Buyer does not have a broker. Except for the commission referred to in the foregoing sentence, Buyer and Seller each represent and warrant to the other parties that no other third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

**11. RISK OF PHYSICAL LOSS.** Prior to the Closing, no destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, shall have occurred which would cost more than Two Hundred Fifty Thousand Dollars (\$250,000) (the calculation of which shall include payment of prevailing wages) to repair or cure ("**Damage Threshold**"). If the cost of repair or cure is the Damage Threshold or less, Seller provide any insurance proceeds applicable to such loss to Buyer at the Closing. Buyer shall have the option, within ten (10) days after receipt of written notice of a loss costing more than the Damage Threshold to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than the Damage Threshold, and Buyer does not elect to terminate this Agreement in the time and manner specified above, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing. Seller shall provide to Buyer as part of the due diligence items a copy of current insurance policy covering the Property. Seller shall hold such proceeds until the Close of Escrow at which time they shall be delivered to Buyer as part of the Closing.

**12. BREACH.** A party shall only be in breach of this Agreement after written notice has been provided and such party has failed to cure such breach within ten (10) days of such notice; provided, however, if the party in breach has committed to attempt to cure and has commenced to cure and is diligently prosecuting such cure the breaching party shall have twenty (20) days to cure the issue. The parties shall execute an extension of Escrow in accordance with this provision.

**13. LIQUIDATED DAMAGES.** IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, THE DEPOSIT (AS DEFINED IN SECTION 3.2.a.iii) SHALL BE SELLER'S SOLE MONETARY REMEDY THEREFOR, UNLESS BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL

**COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES INCURRED BY SELLER WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. FURTHERMORE, THE FOREGOING LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF BUYER.**

  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

**14. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, (iii) by personal delivery, or (iv) by email (provided the email was acknowledged as received by the recipient). Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.


**To Buyer:**

City of Chino  
13220 Central Ave  
Chino, CA 91710  
Attention: Dr. Linda Reich, City Manager  
Email: [lreich@cityofchino.org](mailto:lreich@cityofchino.org)

**With a copy to:**

Aleshire & Wynder, LLP  
1 Park Plaza, Suite 1000  
Irvine, CA 92614  
Attention: Fred Galante, City Attorney  
Email: [fgalante@awattorneys.com](mailto:fgalante@awattorneys.com)

**To Seller:**

SKS Property Investment, LLC  


Attn: Sang Kyu Park/Joel Park

Email: 

**With a copy to:**

Remax Masters Commercial Division  
14760 Pipeline Ave  
Chino Hills, CA 91709  
Attention: Jorge Yamzon & Derek Ing  
Email: [Jorgeyamzon@remax.net](mailto:Jorgeyamzon@remax.net)

**To Escrow Holder:**

Fidelity National Title Insurance Company  
3237 E. Guasti Rd., Ste. 105



Ontario, CA 91761  
Attention: Mary Lou Adame, Escrow Officer  
Email: [Marylou.Adame@fnf.com](mailto:Marylou.Adame@fnf.com)

**15. ADDITIONAL BUSINESS TERMS.**

**15.1 No Marketing of Property.** So long as this Agreement is in effect, Seller agrees that it will not market the Property to any other party in any manner.

**15.2 No Impairing of Title.** Until the Closing, Seller shall not do anything which would impair Seller's title to the Property.

**16. GENERAL PROVISIONS.**

**16.1 Assignment.** Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

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

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

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

**16.5 Modifications.** Any amendment or modification to this Agreement, in order to become effective, shall be made by written document executed by both parties.

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

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

**16.8 Execution of Documents.** The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

**16.9 Relationship of Parties.** Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

**16.10 No Personal Liability.** No member, official, employee, agent or contractor of Seller shall be personally liable to Buyer in the event of any default or breach by Seller or for any amount which may become due to Buyer or on any obligations under the terms of the Agreement.

**16.11 Force Majeure.** If either party is delayed or prevented from performing any act required in this Agreement by reason of any event beyond the reasonable control of either party, including without limitation, by labor disputes, pandemic, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, unavoidable casualties or any other such causes beyond such party's control, then the time herein fixed for completion of such obligation(s) shall be extended by the number of days that such party has been delayed.

**16.12 Representation by Counsel.** Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

**16.13 No Third-Party Beneficiaries.** Except as otherwise expressly set forth herein, Seller and Buyer do not intend, and this Agreement shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a Party to this Agreement.

**16.14 Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

**16.15 Electronic Execution.** This Agreement may be electronically executed by the parties in accordance with the requirements of E-SIGN and UETA by such third-party providers

such as DocuSign or AdobeSign.

**16.16 Exhibits.** Exhibits A-1, A-2, B, C, and D, are attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the Agreement Date.

**Note: Sections 1.2 and 13 must be initialed by the parties as indicated.**

**SELLER:**

SKS PROPERTY INVESTMENT, LLC,  
a California limited liability company

By: 

Sang Kyu Park, Manager

By: 

Joel Park, Manager

\_\_\_\_\_, 2025

**Accepted and Agreed to:**

**ESCROW HOLDER:**

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY

By: \_\_\_\_\_  
Mary Lou Adame, Escrow Officer

Dated: \_\_\_\_\_, 2025

**BUYER:**

CITY OF CHINO, a California municipal  
corporation

By: \_\_\_\_\_  
Dr. Linda Reich, City Manager

ATTEST:

\_\_\_\_\_  
Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Fred Galante, City Attorney

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF THE PROPERTY**

That certain real property located in the City of Chino, County of San Bernardino, State of California legally described as follows:

LOT 10 IN BLOCK 37, ACCORDING TO MAP OF THE TOWN OF CHINO, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4, PAGES(S) 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



**EXHIBIT A-2**  
**PERSONAL PROPERTY**

**(To be attached prior to execution)**

**EXHIBIT B**  
**GRANT DEED**

**Recording requested by and  
When Recorded Return to:**

City of Chino  
13220 Central Ave  
Chino, CA 91710  
Attention: \_\_\_\_\_

APN. 1010-282-03

THE UNDERSIGNED GRANTOR DECLARES that the  
documentary transfer tax (computer on full value) is not  
applicable pursuant to R&T Code Section 11922.

(Space Above This Line for Recorder's Office Use Only)  
Exempt from recording fees pursuant to Govt Code Section 27383

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below the SKS PROPERTY INVESTMENT, LLC, a California limited liability company ("**Grantor**") grants to the CITY OF CHINO, a California municipal corporation ("**Grantee**"), all of its rights, title, and interest in that certain real property in the City of Chino, County of San Bernardino, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

**GRANTOR:**

SKS PROPERTY INVESTMENT, LLC,  
a California limited liability company

\_\_\_\_\_, 2025

By: \_\_\_\_\_

NOT TO BE EXECUTED UNTIL CLOSING

Sang Kyu Park, Manager

By: \_\_\_\_\_

NOT TO BE EXECUTED UNTIL CLOSING

Joel Park, Manager

## CERTIFICATE OF ACCEPTANCE

(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated as of \_\_\_\_\_, 2025, executed by SKS PROPERTY INVESTMENT, LLC, a California limited liability company as Grantor, in favor of the CITY OF CHINO ("**Grantee**") is accepted by the undersigned officer on behalf of Grantee and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: \_\_\_\_\_, 2025.

CITY OF CHINO

By: \_\_\_\_\_

NOT TO BE EXECUTED UNTIL CLOSING

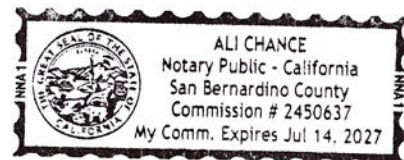
Dr. Linda Reich, City Manager

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

That certain real property located in the City of Chino, County of San Bernardino, State of California, and is described as follows:

LOT 10 IN BLOCK 37, ACCORDING TO MAP OF THE TOWN OF CHINO, IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 4, PAGES(S) 51, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN BERNARDINO )



**EXHIBIT C**  
**BILL OF SALE**

This Bill of Sale is provided by SKS PROPERTY INVESTMENT, LLC., a California limited liability company ("**Seller**") in favor of the CITY OF CHINO, a California municipal corporation ("**Buyer**"), with respect to the transfer of any and all right, title and interest in and to the **Personal Property** as defined in that certain Agreement for Purchase and Sale Agreement of Real Property and Joint Escrow Instructions dated \_\_\_\_\_, 2025, between Seller and Buyer related to the sale of that certain real property (APN 1020-282-03) located at 13218 6th Street i in the City of Chino, County of San Bernardino, State of California ("**PSA**").

NOW, THEREFORE, this Bill of Sale is issued by Seller in favor of Buyer as of the date specified below in accordance with the following:

1. Seller represents and warranties that it owns the Personal Property free and clear and has the right to transfer same to Buyer without the consent of any third party.
2. Seller quitclaims to Buyer any and all of Seller's right, title and interest in and to the Personal Property.
3. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California.
4. Seller makes no warranties or representations as to the Personal Property. The Personal Property is transferred "AS IS" and all warranties of quality, fitness and merchantability are hereby excluded.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of \_\_\_\_\_, 2025.

**SELLER:**

SKS PROPERTY INVESTMENT, LLC,  
a California limited liability company

By: NOT TO BE EXECUTED UNTIL CLOSING  
Sang Kyu Park, Manager

By: NOT TO BE EXECUTED UNTIL CLOSING  
Joel Park, Manager

## **EXHIBIT D**

### **ASSIGNMENT AND ASSUMPTION OF CONTRACTS**

This Assignment and Assumption of Contracts ("**Assignment/Assumption**") is executed pursuant to that certain Purchase and Sale Agreement or Real Property and Joint Escrow Instructions dated as of \_\_\_\_\_, 2025 ("**Agreement**"), by and between SKS PROPERTY INVESTMENT, LLC., a California limited liability company ("**Assignor**") in favor of the CITY OF CHINO, a California municipal corporation ("**Assignee**"), with respect to a portion of the real property located at 13218 6th Street in the City of Chino, County of San Bernardino, State of California (APN 1020-282-03) ("**Real Property**").

As of the recordation of the Grant Deed pursuant to the Agreement ("**Effective Date**"), Assignor, hereby sells, transfers, assigns and sets over unto Assignee, all of Assignor's right, title and interest in those certain contracts as approved by Buyer and identified on Exhibit 1 ("**Contracts**") affecting the Real Property.

As of the Effective Date, Assignee accepts the foregoing assignment of the Contracts assumes and becomes responsible to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Contracts arising from and after the Effective Date, and Assignee agrees to be liable for the observance and performance of the Contracts.

As of the Effective Date, Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignor arising out of or in connection with the Contracts as to events occurring on or after the Effective Date.

Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee arising out of or in connection with the Contracts as to events occurring prior to the Effective Date.

This Assignment/Assumption is binding upon and will inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

This Assignment/Assumption may be executed and delivered in any number of counterparts, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Contracts as of the Effective Date.

**ASSIGNOR:**

SKS PROPERTY INVESTMENT, LLC,  
a California limited liability company

By: NOT TO BE EXECUTED UNTIL CLOSING  
Sang Kyu Park, Manager

By: NOT TO BE EXECUTED UNTIL CLOSING  
Joel Park, Manager

\_\_\_\_\_, 2025

**ASSIGNEE:**

CITY OF CHINO, a California municipal  
corporation

By: NOT TO BE EXECUTED UNTIL CLOSING  
Dr. Linda Reich, City Manager

**ATTEST:**

\_\_\_\_\_  
Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Fred Galante, City Attorney



**Exhibit 1**  
**LIST OF APPROVED CONTRACTS**