

***ENVIRONMENTAL DECLARATION**

(CALIFORNIA FISH AND GAME CODE SECTION 711.4)

LEAD AGENCY NAME AND ADDRESS

San Leandro Unified School District
2600 Teagarden Street
San Leandro, CA 94577

FOR COUNTY CLERK USE ONLY

FILE NO: _____

CLASSIFICATION OF ENVIRONMENTAL DOCUMENT: (PLEASE MARK ONLY ONE CLASSIFICATION)

1. NOTICE OF EXEMPTION / STATEMENT OF EXEMPTION

☐ A - STATUTORILY OR CATEGORICALLY EXEMPT

\$ 50.00 - COUNTY CLERK HANDLING FEE

2. NOTICE OF DETERMINATION (NOD)

☐ A - NEGATIVE DECLARATION (OR MITIGATED NEG. DEC.)

\$ 3,043.75 - STATE FILING FEE

\$ 50.00 - COUNTY CLERK HANDLING FEE

☐ B - ENVIRONMENTAL IMPACT REPORT (EIR)

\$ 4,227.50 - STATE FILING FEE

\$ 50.00 - COUNTY CLERK HANDLING FEE

3. OTHER: Notice of Exemption - Common Sense Exemption

*****A COPY OF THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH COPY OF AN ENVIRONMENTAL DECLARATION BEING FILED WITH THE ALAMEDA COUNTY CLERK.*****

BY MAIL FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND TWO (2) SELF-ADDRESSED ENVELOPES.

IN PERSON FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND ONE (1) SELF-ADDRESSED ENVELOPES.

ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING.

FEES ARE EFFECTIVE JANUARY 1, 2026

MAKE CHECKS PAYABLE TO: ALAMEDA COUNTY CLERK

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Alameda

1106 Madison Street

Oakland, CA 94607

From: (Public Agency): San Leandro Unified School District
2600 Teagarden Street
San Leandro, CA 94577

(Address)

Project Title: Acquisition of Real Property at 1388 Bancroft Avenue, San Leandro, CA 94577

Project Applicant: San Leandro Unified School District is both applicant and lead agency

Project Location - Specific:

1388 Bancroft Avenue, San Leandro, CA 94577 (APN 077-524-12-4)

Project Location - City: San Leandro Project Location - County: Alameda

Description of Nature, Purpose and Beneficiaries of Project:

District's acquisition of real property located at 1388 Bancroft Avenue, San Leandro, CA 94577. See attached resolution.

Name of Public Agency Approving Project: San Leandro Unified School District

Name of Person or Agency Carrying Out Project: San Leandro Unified School District

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: Common Sense Exemption, CEQA Guidelines section 15061(b)(3).

Common Sense Exemption, CEQA Guidelines section 15061(b)(3). The District will not change the use of the property until redevelopment of the property is formulated and subject to full CEQA review. The Project will only result in a change of ownership of the property, and will not result in any environmental or physical change. See attached resolution.

Lead Agency

Contact Person: Aaron Kerrigan Area Code/Telephone/Extension: (510) 667-3522

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: *Aaron Kerrigan* Date: 01/12/2026 Title: Assistant Superintendent of Facilities and Operations

▪ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

**RESOLUTION OF THE BOARD OF EDUCATION OF
THE SAN LEANDRO UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 25-39**

RESOLUTION OF THE BOARD OF EDUCATION OF THE SAN LEANDRO UNIFIED SCHOOL DISTRICT DETERMINING THE ACQUISITION OF REAL PROPERTY LOCATED AT 1388 BANCROFT AVENUE, SAN LEANDRO, CA 94577 (ASSESSOR'S PARCEL NUMBER: 077-524-12-4) IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, APPROVING THE PURCHASE AND SALE AGREEMENT, DECIDING TO CARRY OUT THE PROJECT, AND DIRECTING THE FILING OF A NOTICE OF EXEMPTION

WHEREAS, on or about June 20, 2025, the San Leandro Unified School District ("District") entered into negotiations to purchase real property located at 1388 Bancroft Avenue, San Leandro, CA 94577 (Assessor's Parcel Number: 077-524-12-4), in Alameda County and as further described in Exhibit A attached hereto ("Property"). The Purchase and Sale Agreement is attached hereto as Exhibit B ("Agreement"); and

WHEREAS, the District must comply with the California Environmental Quality Act ("CEQA") before approving the acquisition of the Property; and

WHEREAS, exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations ("CEQA Guidelines"); and

WHEREAS, section 15061(b)(3) of the CEQA Guidelines describes the so-called Common Sense Exemption, which exempts projects where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, the District will not change the use of the Property until redevelopment of the Property is formulated and subject to full CEQA review; and

WHEREAS, once the District develops plans for the Property, it will conduct full CEQA review of those plans; and

WHEREAS, it can be seen with certainty that the Project will not have an effect on the environment because the acquisition of the Property will only result in a change of ownership of the Property and not a change in use or increase in use of the Property or an environmental or physical change.

NOW, THEREFORE, the Governing Board of the San Leandro Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. The Proposed Project is exempt under the Common Sense Exemption
(CEQA Guidelines, § 15061(b)(3)).

Section 3. The applicable requirements of CEQA have been fulfilled for the Project.

Section 4. The Board hereby separately and finally decides to carry out the Project
(Approving the Acquisition of the Property).

Section 5. The Board hereby approves the Purchase and Sale Agreement and
authorizes the Superintendent or designee to perform all actions and execute all
documents necessary to carry out the intent of the resolution, including but not limited to
entering into the Agreement and the filing of the Notice of Exemption for the Project with
Alameda County and the State Clearinghouse.

This Resolution shall take effect upon its adoption.

The forgoing Resolution was adopted by the Governing Board of the San Leandro Unified
School District on October 21, 2025.

AYES: Borja, Martinez, Oshinski, Perl, Prola, Sheridan

NOES:

ABSENT: Rocha

ABSTAIN:

CERTIFICATION

I, Peter Oshinski, Clerk of the Governing Board of the San Leandro Unified School District,
Alameda County, State of California, do hereby certify that the foregoing Resolution was duly
approved and adopted by the Governing Board of said district at a meeting thereof held on the
21st day of October, 2025, with a copy of the Resolution being on file in the Administrative
Office of the District.

A handwritten signature in black ink, appearing to be "Peter Oshinski", written over a horizontal line.

Clerk, Board of Education

San Leandro Unified School District

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

(To Be Confirmed When First American Title Issues the Preliminary Report)

Real Property located in the City of San Leandro, County of Alameda, State of California,
described as follows:

All of Lots 2, 3, 4, 21, 22 and 23 and the Eastern 20 feet of Lots 1 and 24 and the

Southwestern 25 feet of Lots 5 and 20, Block 39, Map of Estudillo Tract, filed January 10, 1876,
Map Book 5, Page 32, Alameda County Records.

APN: 077-524-12-4

Exhibit B

Purchase and Sale Agreement

[ATTACHED]

Assessor's 077-524-12-4
Parcel No.(s):
County: Alameda

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered as of October 21, 2025, ("**Effective Date**") by and between the **San Leandro Unified School District**, a California public school district, ("**District**"), and **Thomas R Silva and Margie Llarinas Silva, Trustees of Silva Family Revocable Trust dated May 19, 2004** ("**Seller**"). District and Seller may be individually referred to herein as a "**Party**" or collectively referred to as "**Parties**."

RECITALS

- A. Seller intends to sell to District, and District intends to purchase from Seller certain real property and all easements and rights benefitting or appurtenant to the real property located at 1388 Bancroft Avenue, San Leandro, CA 94577 (Assessor's Parcel Number: 077-524-12-4), in Alameda County, and as more specifically described in Exhibit A, attached and made a part hereto ("**Property**").
- B. Seller warrants it is authorized to sell the Property to District and agrees to the terms and conditions set forth herein.

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

AGREEMENT

1. PROPERTY TO BE PURCHASED

- 1.1 Seller is the owner, in fee, of the Property. Seller agrees to sell and grant to District fee title to the Property described in **Exhibit A** and convey by a grant deed substantially in the form of **Exhibit B**, attached hereto (the "**Grant Deed**").
- 1.2 **Purchase Price:** The District agrees to pay **Four Million Six Hundred and Twenty Thousand Dollars (\$4,620,000)** ("**Purchase Price**") for the Property.
- 1.3 **Payment of Purchase Price:**
 - 1.3.1 **Initial Deposit.** District shall deposit **One Hundred Thousand Dollars (\$100,000)** into the escrow opened pursuant to the section of this Agreement titled "**Establishment of Escrow**" within **5 days** of the Opening of Escrow. ("**Initial Deposit**")
 - 1.3.2 **Second Deposit.** If the District in its sole and absolute discretion elects to proceed with the purchase after approval of due diligence as outlined in section 3 below, then the District shall deposit an additional **One Hundred and Fifty Thousand Dollars (\$150,000)** within **5 days** after delivering the "Notice of Approval" as defined below. ("**Second Deposit**") The Initial Deposit and the Second Deposit shall be referred to as the "**Deposit**." If the sale of the Property is consummated, 100% of the Deposit shall be credited against the Purchase Price.
 - 1.3.3 The remaining portion of the Purchase Price in the amount of **Four Million Three Hundred and Seventy Thousand Dollars (\$4,370,000)**, shall be due and

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payable at the Close of Escrow (as defined below), subject to the conditions set forth in this Agreement.

- 1.3.4 If the sale is not consummated or if either Party terminates or cancels this Agreement, the Escrow Holder shall return the Deposit to the District within **5 days**.

2. **DEFINED TERMS**

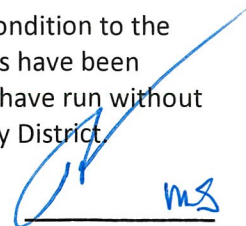
- 2.1 **Title Policy.** The term "Title Policy" shall mean the American Land Title Association ("ALTA") or California Land Title Association ("CLTA") owner's standard coverage policy of title insurance to be issued by the Title Company upon the Close of Escrow pursuant to the terms of this Agreement.
- 2.2 **Opening of Escrow.** Within **7 days** of the full execution of this Agreement, Seller shall open an escrow to consummate the purchase of the Property with **First American Title Company**, Attention: _____ ("**Escrow Holder**"), and the District shall deposit with the Escrow Holder a duly executed copy of this Agreement (the "**Opening of Escrow**"), which shall constitute the escrow instructions.
- 2.3 **Close of Escrow.** The term "Close of Escrow" or "Closing" shall mean the consummation of the purchase of the Property by the Parties and the recordation of the Grant Deed for the Property, in accordance with the terms and provisions of this Agreement, including the "**Closing**" section herein.
- 2.4 **Day.** Unless otherwise indicated, "day" or "Day" shall mean a calendar day.

3. **CONDITIONS OF PURCHASE**

- 3.1 **District's Conditions.** The following collectively are the District's conditions to the purchase ("**District's Conditions**") and all District's Conditions are contingent on the District providing notice to Seller and Escrow Holder in writing of whether it will proceed with escrow in accordance with **Section 3.3 "Contingency Notice,"** below:
- 3.1.1 **Obtain Required District Feasibility Approvals for Property.** District shall, at its sole expense, use commercially reasonable and diligent efforts in good faith to obtain all required approvals for the Property **Ninety (90) Days** from the Opening of Escrow, including, but not limited to, the following ("**District Feasibility Approvals**"):
- 3.1.1.1 California Environmental Quality Act ("CEQA") compliance and document(s)/requirements with respect to environmental impacts or exemptions;
- 3.1.1.2 All appropriate state and local regulatory agencies, including but not limited to the City, if applicable;
- 3.1.1.3 Parties understand and agree that it shall be a condition to the Close of Escrow that District Feasibility Approvals have been obtained, and that all applicable appeal periods have run without challenge, unless specifically waived in writing by District.



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- 3.1.1.4 Seller shall cooperate with District and shall take all reasonable steps to assist District in seeking the District Feasibility Approvals.

3.1.2 **Inspections.**

- 3.1.2.1 District and its agents, employees, consultants and representatives, including, without limitation, District's engineers and contractors (collectively, "**District's Representatives**"), shall have the right to make, at District's sole expense, investigations and studies, including, without limitation, (i) any environmental testing, including, without limitation, Phase I or Phase II Environmental Site Assessments, air sampling, soil testing, geotechnical testing, subsurface or groundwater tests and customary testing for asbestos, lead paint, and radon, as District deems necessary or advisable, in District's sole and absolute discretion; (ii) an ALTA survey; and (iii) any and all structural, physical condition and engineering reports, as District deems necessary or advisable, in District's sole and absolute discretion.

- 3.2 **Sellers Documents.** Within **thirty (30) days** after the Opening of Escrow, Seller shall provide District with complete and correct copies of any of the following reports: proforma title policies, surveys, reports, environmental inspections, soil or geological reports, information concerning the most recent property taxes, zoning restrictions on the use of the Property, appurtenant easements, and other documents that Seller may have in its possession or under its control pertaining to the Property ("**Diligence Materials**"). District shall have **ninety (90) days** from the receipt of all Diligence Materials, to review and inspect the Diligence Materials (the "Diligence Period").

- 3.2.1 Seller has provided and the District acknowledges that prior to escrow opening the Seller provided the following documents for the District's review:

- 3.2.1.1 Executive summary of the 11-25-15 Phase One Environmental Site Assessment
3.2.1.2 Grant Deed
3.2.1.3 Asbestos Clearance Report for demolished 1300-1380 buildings.
3.2.1.4 Preconstruction Services Agreement dated July 15, 2025.
3.2.1.5 Proposal for Architectural Services dated July 11, 2025, submitted by AXIS Architecture + Design.
3.2.1.6 Site Plan by AXIS Architecture + Design.
3.2.1.7 Confirmation of requested services (draft) from cornerstone earth group dated July 8, 2025.
3.2.1.8 Greenwood & Moore, Inc (civic engineers) proposal to Eden Realty dated July 1, 2025.
3.2.1.9 Recorded Entitlement Agreement for San Leandro PLN 18-0046 recorded December 17th, 2021
3.2.1.10 Finalized Demolition Permit for the 1300 and 1380 Bancroft wood frame structures

- 3.3 **District's Contingency Period.** All time periods of the District's Conditions shall collectively be referred to as the "**District's Contingency Period.**"

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3.4 Contingency Notice.

- 3.4.1 On or before the expiration of the District's Contingency Period, District shall have the right to deliver to Seller a notice of approval stating the District is satisfied and approves of the Appraisal, Funding, Inspection or Diligence contingencies for the Property (the "**Notice of Approval**").
- 3.4.2 However, on or before the expiration of the District's Contingency Period, District shall also have the right to deliver to Seller a notice of disapproval stating that during its due diligence or inspections a defect in the Property has been disclosed or revealed other matters which in District's sole and absolute discretion make acquiring the Property unacceptable, which notice (the "**Notice of Disapproval**") shall describe the defect or matter (a "**Defect**") in reasonable particularity. If the Notice of Disapproval asserts a Defect with the Property, Seller may, at its election and at its sole cost and expense, take such action as may be necessary to correct such Defect within **60 days** after its receipt of the Notice of Disapproval. In the event Seller elects to correct the Defect, the Close of Escrow may be extended for a time period sufficient to cure the Defect. The election of Seller to correct or not to correct any Defect shall be evidenced by its written notice to District delivered within **14 days** after the receipt of the Notice of Disapproval. If Seller elects to cure the Defect, then District shall have the election of: (i) terminating this Agreement without liability on the part of District; or (ii) accepting the Seller's proposed cure of the Defect. If Seller elects not to cure the Defect, then District shall have the election of: (i) terminating this Agreement without liability on the part of District; or (ii) accepting the Property and Seller shall still remain liable for its covenants, representations, and warranties as otherwise provided in this Agreement. This election shall be made within **30 days** after receipt by District of Seller's written notice electing whether to cure or not to cure the Defect.
- 3.4.3 At or prior to the end of the District's Contingency Period and when all the District's Contingencies have been satisfied to the District's full satisfaction and discretion, District shall notify Seller and the Escrow Holder in writing that District, in its sole discretion, either (i) elects to proceed with Escrow by providing a notice to proceed ("**Notice to Proceed**") or (ii) elects to cancel the Escrow, in which case this Agreement shall terminate and the Escrow Holder shall immediately return the Deposit plus any interest accrued thereon to District. If District fails to deliver the Notice to Proceed by the end of the District's Contingency Period, then District shall be deemed to have elected to cancel the Escrow and to terminate this Agreement immediately upon the end of the District's Contingency Period and the Deposit shall be returned to the District by Escrow Holder within **5 days**.

4. CONDITIONS TO CLOSE

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

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- 4.1.1 **Delivery of Title.** Delivery of title to the Property in the condition required herein, and the issuance by the Title Company of, or the irrevocable commitment by the Title Company to issue, District's Policy.
- 4.1.2 **Conveyance of Property.** On the Close of Escrow, Seller shall convey to District title to the Property in fee simple by recording the Grant Deed for the Property. It shall be a condition to District's obligation to the Close of Escrow that Seller shall clear title of all title defects, liens, encumbrances, deeds of trust and mortgages, if any, except for non-delinquent real estate taxes for the current fiscal year not yet due and such exceptions to title as District shall approve as indicated herein, including in the section of this Agreement titled "**Issuance of a Preliminary Title Report Acceptable to District.**"
- 4.1.3 **Issuance of Title Insurance.** Evidence of title to the Property shall be the issuance at the Close of Escrow by Title Company of a CLTA owner's coverage policy of title insurance (or an ALTA owner's coverage policy of title insurance, at District's option) insuring fee simple title to the Property in the condition required by the section title "Issuance of a Preliminary Title Report Acceptable to District" and containing all endorsements that the District requires. District shall not be obligated to provide any indemnification of the Title Company to induce it to issue the title policy to District, or to remove, insure over, or affirmatively cover any otherwise unpermitted exception to title, except with the prior consent of District after full disclosure to District of the nature and substance of those exception(s) and indemnity. Seller will provide the Title Company with a customary and reasonable owner's affidavit permitting the Title Company to provide extended coverage to District on the Property.
- 4.1.4 **Issuance of a Preliminary Title Report Acceptable to District.** Within **14 days** after the Opening of Escrow, issuance of a current preliminary title report with respect to the Property, accompanied by legible copies of all documents referred to in the report. Within **30 days** after District's receipt of the preliminary title report, District shall provide notice to Seller of any objections that District has with respect to the exceptions to title listed in the preliminary title report. Seller shall have **60 days** from the date of notice to cure any exceptions to which District objects or agree to cause such exception removed or eliminated prior to or at the Closing, to the reasonable satisfaction of District, unless a longer period is mutually agreed by Parties. If District's objection to any exception to title cannot be removed or eliminated to the reasonable satisfaction of District, the District may terminate this Agreement at any time and the Deposit shall be returned to District by Escrow Holder within **5 days** of such notification.
- 4.1.5 **State and Local Regulatory Agencies' Approval.** Acceptance and approval of District's purchase of the Property by any and all appropriate state and local regulatory agencies, including all District Approvals.
- 4.1.6 **Board of Education Acceptance of Purchase.** Acceptance and approval of the purchase by the District's Board of Education.
- 4.1.7 **Satisfaction of Seller's Obligations with Respect to Conveyance of Property.** Seller shall have timely performed all of the obligations required by the terms of

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this Agreement to be performed by Seller and all conditions to Seller's obligations set forth in the section of this Agreement titled "Conditions to Seller's Obligation to Sell Property" shall have been satisfied or waived. All representations and warranties made by Seller to District in this Agreement shall be true and correct as of the Closing Date.

5. SELLER'S WARRANTIES

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

5.2 **Seller's Representations and Warranties.** Seller warrants and represents to District with respect to the Property, the following representations and warranties:

5.2.1 **No Pending Litigation.** Seller does not have knowledge of litigation pending that pertains to the Property.

5.2.2 **Hazardous Substances.** Seller does not have knowledge of:

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

5.2.2.2 Use or storage of Hazardous Substances on the Property;

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

- 5.2.3 **Existing Leases.** Seller represents and warrants that the property is currently vacant and not occupied. During the term of this Agreement, Seller (1) shall not enter into any new leases or lease/use arrangements of any portion of the Property; (2) shall oppose any additional exceptions, fees, or other burdens on any portion of the Property.
- 5.2.4 **Title.** Seller is not aware of and/or has fully disclosed all title defects including but not limited to encumbrances, liens, charges, obligations, encroachments, irregularities, adverse claims, defects in or objections to Seller's ownership of Property (excluding those identified in the Preliminary Title Report Acceptable to District as set forth above).
- 5.2.5 **Violations.** Seller is not aware of any violation of any statute, ordinance, regulation or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property or any improvements on the Property.
- 5.2.6 **Condemnation.** Seller is not aware of any threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.
- 5.2.7 **No Notices.** Seller is not aware of any change in any applicable laws, ordinances or restrictions, or written notice of any judicial or administrative action, or written notice of any action by adjacent landowners, or written notice of natural or artificial conditions upon the Property that would prevent, impede, limit, or render more costly District's contemplated use of the Property to the extent such contemplated use is actually known to it.
- 5.2.8 **Future Uses.** District shall have no obligation to pursue, implement, or maintain any existing entitlements, permits, approvals, or development plans (collectively, "Existing Entitlements") related to the Property and shall not be bound by any plans, designs, specifications, or intended use prepared by or on behalf of Seller. District reserves the right, in its sole and absolute discretion, to modify, replace, or abandon any Existing Entitlements without liability or obligation to Seller or to any third party with whom Seller has contracted in connection therewith. Seller acknowledges and agrees that it has not relied, and will not rely, on any representation, promise, or commitment by District to pursue or implement the Existing Entitlements or Seller's plans for the Property. The provisions of this Section shall survive the Closing and shall not merge into any deed or other conveyance instrument delivered at Closing. Seller further agrees that it will not oppose, challenge, or submit or cause to be submitted any comments, evidence, or otherwise, against District's contemplated future use of the Property or its CEQA documentation.
- 5.2.9 **Inaccuracies.** If any representation or warranty of Seller in this section "***Seller's Representations and Warranties***" becomes inaccurate after the Effective Date other than as a result of a prior misrepresentation by Seller, or as a result of the affirmative act of Seller, Seller shall promptly notify District of the inaccuracy. If

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any representation or warranty of Seller becomes inaccurate for reasons other than due to a prior misrepresentation or affirmative act of Seller, Seller shall not be in breach or default of this Agreement as a result of that inaccuracy, but shall take commercially reasonable efforts, diligently and in good faith, to correct that inaccuracy. If the inaccuracy cannot be corrected to the reasonable satisfaction of District within **30 days** after District learns of the inaccuracy, District may terminate this Agreement and District and Seller shall have no further obligation to each other, other than those that expressly survive termination of this Agreement.

5.2.10 **Seller Authority to Execute Agreement.** Seller has the legal right, power, and authority to enter into this Agreement, to consummate the transactions contemplated hereby, and to convey the Property to District.

5.2.11 **Authority of Executing Officer.** Each individual executing this Agreement on behalf of Seller is duly authorized to execute and deliver this Agreement on behalf of Seller.

5.2.12 **Validity of Seller's Representations and Warranties at Close of Escrow.** The representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

5.2.13 **Seller's Licenses.** Seller discloses and District acknowledges that the Seller Thomas R Silva is a licensed California General Contractor and licensed California Real Estate Broker acting for his own account.

5.3 Hazardous Substances

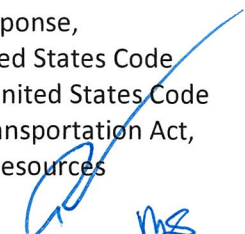
5.3.1 Seller warrants with respect to the Property, that it has no knowledge that there are Hazardous Substances (as defined below) in existence on or below the surface of the Property, including without limitation, contamination of the soil, subsoil or groundwater, which constitutes a violation of any law, rule, or regulation of any governmental entity having jurisdiction thereof, or which exposes the other to liability to third parties, except as otherwise stated herein. Seller represents to District that the Property, or any portion thereof, has not been used for the production, disposal, or storage of hazardous substances. Seller agrees that it will cooperate with District's investigation of matters relating to the foregoing provisions of this paragraph, and provide access to, and copies of, any data and/or documents dealing with potentially hazardous substances used at the Property and any disposal practices followed.

5.3.2 For purposes of this Agreement, the term "Hazardous Substances" means:

5.3.2.1 Any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Atomic Energy Act, 42 United States Code Section 2011 et seq.; the Hazardous Materials Transportation Act, 49 United States Code Section 5101 et seq.; the Resources

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Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq.

- 5.3.2.2 Any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environment Response, Compensation and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Atomic Energy Act, 42 United States Code Section 2011 et seq.; the Hazardous Materials Transportation Act, 49 United States Code Section 5101 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage or Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous or toxic substance hereafter in effect;
- 5.3.2.3 Any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court;
- 5.3.2.4 Petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and
- 5.3.2.5 Asbestos.

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- 5.4 **Damage or Condemnation Prior to Closing.** Seller shall promptly notify District of any knowledge it obtains of casualty to the Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to, or may result in, the loss of any material portion of the Property, District may, at its option, elect either to:
- 5.4.1 Terminate this Agreement, and neither District nor Seller shall have any further rights or obligations hereunder; or
- 5.4.2 Continue Agreement in effect, in which event upon the purchase of the Property affected by condemnation, District shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.
- 5.5 **Conditions to Seller's Obligation to Sell Property.** Seller's obligation to sell the Property under this Agreement is subject to the fulfillment, and Seller's approval on or prior to the Closing Date, of each of the following conditions, each of which is for the benefit of Seller and any or all of which may be waived by Seller in writing at its option: (i) Seller is able to deliver the Property to District on the Closing Date; (ii) there shall be no breach of District's representations and warranties set forth herein; (iii) District shall have duly performed in all material respects each and every covenant of District hereunder; and (iv) District shall have delivered to Escrow Holder each of the following at least one (1) business day prior to the Close of Escrow:
- 5.5.1 Cash or other immediately available funds in the amount of the Purchase Price (including the Deposit) and sufficient to pay all of District's other costs associated with the Close of Escrow as provided herein;
- 5.5.2 One (1) Preliminary Change of Ownership Report (the "PCOR"), for the Property;
- 5.5.3 A closing statement prepared by Escrow Holder and approved in writing by District; and
- 5.5.4 Any other documents, instruments or records which are reasonably required by Escrow Holder to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.
- 5.6 **Conditions to Benefit District with Respect to Purchase of Property.** The conditions contained in the section of this Agreement titled "**Conditions to Close**" are intended solely for the benefit of District with respect to the Property. If Seller is unable to deliver title to the Property as required herein, or the conditions described in the section "**Conditions to Seller's Obligation to Sell Property**" are not satisfied or if District does not give its approval as provided in that section, District shall have the right, at its sole election, terminate this Agreement on or before the respective dates designated for the satisfaction thereof (i.e., on or before the Contingency Date or the Closing Date, as applicable), and all funds and documents deposited with the Escrow Holder, including the Deposit, together with any interest accrued thereon, shall be immediately returned to the Party having deposited the same. In the event District elects to terminate this Agreement, Seller shall be immediately released from all obligations hereunder, and any escrow cancellation charges or similar fees, including title examination fees imposed by the Escrow Holder shall be borne by both Parties equally.

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- 5.7 **Survival of Representations and Warranties.** All representations and warranties of Seller contained herein shall survive the Close of Escrow or termination of this Agreement.

6. **DISTRICT'S REPRESENTATIONS AND WARRANTIES**

- 6.1 District hereby represents and warrants to Seller that as of the date of this Agreement and as of the Closing, this Agreement and all documents executed by District which are to be delivered to Seller at the Closing are or at the time of Closing will be duly authorized, executed, and delivered by District, and are or at the Closing will be legal, valid, and binding obligations of District, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which District is a party or to which it is subject. District further represents and warrants to Seller that District is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property District believes are necessary to protect its own interest in, and its contemplated use of, the Property.

7. **CLOSING**

- 7.1 **Selection of Closing Date.** The Close of Escrow hereunder shall be held and delivery of all items to be delivered at the Closing under the terms of this Agreement shall be performed at the offices of the Escrow Holder on or before **One Hundred and Twenty (120) Days** after the Effective Date, or such earlier date as District and Seller may mutually agree upon in writing ("**Closing Date**"). If either Party requires additional time to perform any condition, obligation, warranty or representation required in this Agreement, either Party may extend the Close of Escrow one time for up to an additional **90 days**, subject to the approval of the other Party, which can only be withheld upon for reasonable and demonstrable cause.
- 7.2 **Grant Deeds.** At least **14 days** prior to Close of Escrow, Seller shall deposit an executed Grant Deed into escrow.
- 7.3 **Other Documents.** As required, Seller shall prepare or obtain the following documents with **90 days** of the Opening of Escrow:
- 7.3.1 **Two** originals of a Natural Hazard Disclosure Statement, for the Property;
- 7.3.2 **One** Seller's Affidavit of Non-Foreign Status (the "FIRPTA Affidavit"), for the Property;
- 7.3.3 **One** Real Estate Withholding Certificate (the "Form 593-C"), for the Property; and
- 7.3.4 All other documents as are reasonably necessary for issuance of the required Title Policy.
- 7.4 **Encumbrances.** Seller shall pay in full and have removed from Title of the Property any liens, claims, or mortgages encumbering the Property before or at the Close of Escrow.
- 7.5 **Costs and Expenses.** Except as otherwise specified in this Agreement, Seller and District shall pay the costs and expenses incurred pursuant to this Agreement as follows:

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- 7.5.1 ~~Seller shall pay 100% of the Alameda County Transfer Taxes and San Leandro City Transfer Tax, if applicable, 50100%~~ of the Escrow Holder's fees and other customary charges for document drafting, recording, and miscellaneous charges, and **100%** of the costs of a standard coverage CLTA Title Policy for the transfer from Seller to District.
- 7.5.2 District shall pay ~~50100%~~ of the Escrow Holder's fees and other customary charges for document drafting, recording, and miscellaneous charges, and the additional cost of an ALTA Title Policy. District shall pay 100% of the Alameda County Transfer Taxes and San Leandro City Transfer Tax, if applicable.
- 7.5.3 Any costs incurred through the Escrow relating to the Property that are not specifically allocated to Seller or District under this Agreement shall be apportioned in the manner customary in Alameda County.
- 7.6 **District's Fees and Costs.** District shall be responsible for paying its own fees and costs associated with the purchase, including but not limited to:
- 7.6.1 Any endorsements to the Title Policy requested by District requested by District and the incremental premium for extended coverage title insurance above the premium for standard coverage title insurance;
- 7.6.2 District's legal costs and consultants' fees associated with consummating the purchase.
- 7.7 **Seller's Fees and Costs.** Seller shall be responsible for paying the following Seller's fees and costs associated with the purchase, including, but not limited to:
- 7.7.1 Its legal costs, broker's fees and consultants' fees associated with consummating the purchase.
- 7.8 **Failure to Close.** If, by no fault of Seller or District, escrow fails to close, District and Seller shall equally pay the Escrow Holder's cancellation fees and charges. In the event escrow fails to close through the fault of Seller, Seller shall pay any and all cancellation costs incurred as well as other expenses in connection therewith and District shall bear no expense with respect to the same. In the event escrow fails to close through the fault of District, District shall pay any and all cancellation costs incurred as well as other costs and expenses in connection therewith and Seller shall bear no expense with respect to the same.
- 7.9 **Delivery of Property.** Seller shall maintain the Property until the Close of Escrow as it would in the ordinary course and shall perform all repairs and maintenance to be performed from the Effective Date to the Closing Date in order to maintain the Property in the condition in which it is as of the Effective Date, except for reasonable wear and tear. On Close of Escrow, Seller shall deliver the Property to District in substantially the same condition, except for reasonable wear and tear, as on the Effective Date. From and after the end of the District's Contingency Period until the Close of Escrow, Seller shall provide written notice to District of all damage to the Property beyond normal wear and tear, and all repairs or maintenance to the Property not considered "routine" (collectively "Repairs"). Such notice shall detail the nature of the Repairs, the work necessary to repair the damage and the timeframe for completing the repair work.

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

9. **DEFAULT**

9.1 **DEFAULT CURE.** In the event Seller or Buyer breaches an obligation of such Party under this Agreement ("Default"), such Party shall have **three (3) business days** after written notice from the other Party to cure that breach and if such breach is not cured then the breaching Party shall continue to be in Default under this Agreement and the remedies set forth below shall apply. The Closing Date shall extend until the expiration of that cure period if necessary to accommodate the entire cure period.

9.2 **BUYER'S DEFAULT/LIQUIDATED DAMAGES.**

IF AFTER DELIVERY OF BUYER'S NOTICE OF APPROVAL TO SELLER, BUYER DEFAULTS IN ITS OBLIGATION TO PURCHASE THE OWNERSHIP INTEREST, SELLER WILL BE DAMAGED BUT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGES BECAUSE SUCH DAMAGES WOULD BE BASED ON OPINIONS OF VALUES WHICH COULD VARY SIGNIFICANTLY. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THAT IN THE EVENT OF SUCH DEFAULT, SELLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE TO BUYER AND SHALL RECEIVE FROM ESCROW HOLDER, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AND AS LIQUIDATED DAMAGES, ONE HUNDRED THOUSANDS DOLLARS (\$100,000), WHICH THE PARTIES AGREE IS A REASONABLE ESTIMATE OF THE DAMAGES THAT SELLER WOULD INCUR IN THE EVENT OF BUYER'S DEFAULT AND THE BALANCE OF THE PURCHASE PRICE SHALL BE RETURNED BY ESCROW HOLDER TO BUYER. BY PLACING THEIR RESPECTIVE INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. SELLER AGREES THAT THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER REMEDY AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION ANY AND ALL RIGHTS TO RECOVER ANY ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR ANY REMEDY OF SPECIFIC PERFORMANCE, TO WHICH SELLER OTHERWISE MIGHT BE ENTITLED UNDER THIS AGREEMENT. BUYER AND SELLER SPECIFICALLY ACKNOWLEDGE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION BY INITIALING THIS SECTION IN THE APPROPRIATE SPACES PROVIDED BELOW:

INITIALS:

SELLER:

BUYER: _____

9.3

SELLER'S DEFAULT. In the event Seller materially breaches its obligations under this Agreement, and fails to cure that breach as set forth below, then Buyer's only remedy

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shall be to either (a) terminate the Agreement whereupon Escrow Holder shall immediately return the Deposit to Buyer, and Seller shall be responsible for reimbursing any Appraisal and Escrow fees and expenses of the Buyer up to a **maximum of ten thousand dollars (\$10,000)** and thereafter the Parties shall be equally responsible for any Appraisal and Escrow fees and expenses or (b) Buyer exclusively and fully at Buyer's sole and absolute cost and expense may bring a suit for specific performance provided that any suit for specific performance must be brought within ninety (90) days of Seller's default, to the extent permitted by law, Buyer waives the right to bring suit at any later date.

INITIALS:

SELLER:



BUYER:



10. **RIGHT TO ENTER PROPERTY**

10.1 District has the right to enter the Property with a minimum twenty-four (24) hour notice to the Seller.

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

12. **GENERAL PROVISIONS**

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

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

12.3 **Real Estate Brokers Compensation.**

12.3.1 The District shall not be responsible for the compensation or financially liable to any real estate brokerage, Seller's broker, buyer's broker, broker and/or agent (collectively "Real Estate Brokers") involved with the negotiations of this Agreement or participated in the sale of the Property. Seller shall be solely responsible for the compensation of any Real Estate Brokers involved with this Agreement or participated in the sale of the Property (if any) which Seller agrees shall also be addressed in a separate agreement between those parties.



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- 12.4 **No Recordation.** No document or other memorandum relating to the subject matter of this Agreement shall be recorded without the prior written consent and approval of Seller and District.
- 12.5 **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or sent by overnight delivery service, addressed as follows:

DISTRICT

San Leandro Unified School District
2600 Teagarden St,
San Leandro, CA 94577
Attn: Superintendent.

SELLER

Thomas R Silva and Margie Llarinas Silva,
Trustees of Silva Family Revocable Trust
dated May 19, 2004
POB 126
San Lorenzo, CA 94580-0126

With a copy to:

Orbach Huff & Henderson
Attn: Sarine A. Abrahamian, Esq.
1901 Avenue of the Stars, Suite 575
Los Angeles, CA 90067

With a copy to:

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective on the date of the overnight delivery service's documented delivery.

- 12.6 **Entire Agreement of District and Seller.** This Agreement and the attached exhibits constitute the entire Agreement between District and Seller and supersede all prior discussions, negotiations and Agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by District and Seller.
- 12.7 **Real Estate Brokers Compensation.** The District shall not be responsible for the compensation or financially liable to any real estate brokerage, broker and/or agent (collectively "Real Estate Brokers") involved with this Agreement or participated in the sale of the Property. Seller shall be solely responsible for the compensation of the Real Estate Broker representing the Seller in this Agreement, which shall be addressed in a separate agreement between those parties.
- 12.8 **California Law.** This Agreement shall be governed by and the rights, duties and obligations of District and Seller shall be determined and enforced in accordance with the laws of the State of California, with the exception of definitions to be construed under the Federal laws cited in the section "Hazardous Substances."
- 12.9 **Attorneys' Fees.** If either District or Seller files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the Title Company, then, as between District and Seller, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "Prevailing Party" shall be the entity that is entitled to recover its costs of suit, whether or not suit proceeds to final

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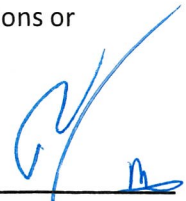
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judgment. No sum for attorneys' fees shall be deemed damages or counted in calculating the amount of a judgment for purposes of determining whether the prevailing party is entitled to its costs or attorneys' fees.

- 12.10 **Waiver.** No waiver of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by District or Seller of any remedy provided in this Agreement or at law shall not prevent the exercise by that entity of any other remedy provided in this Agreement or at law or in equity.
- 12.11 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of District and Seller hereto and their respective heirs, legal representatives, successors, and assigns.
- 12.12 **Assignment.** Neither District nor Seller may assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of the other Party to this Agreement, and then only if assignee assumes in writing all of the prior Party's obligations hereunder; provided, however, neither District nor Seller shall be released from its obligations hereunder by reason of such assignment.
- 12.13 **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one (1) document. Delivery of executed originals of this Agreement and/or any instrument contemplated in connection with this transaction (except for instruments intended for recordation or which otherwise require original signature by law), may be effected by portable document format "pdf" scanned email attachments, or electronic signature (e.g., DocuSign or similar electronic signature technology), and in such event, copies of executed originals or electronic signatures so delivered may be used in place of and shall have the same force and effect as the executed originals.
- 12.14 **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of Parties.
- 12.15 **Incorporation of Prior Agreements.** This Agreement contains all of the agreements of Parties hereto with respect to the matters contained herein, and no prior agreement or understanding, written or verbal, pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by Parties hereto or their respective successors in interest.
- 12.16 **Disputes.** A dispute which cannot be resolved by Parties' representatives shall be submitted to binding arbitration pursuant to the auspices and real estate transaction rules of the American Arbitration Association. The arbitrator's fees shall be divided equally between Parties. If a dispute is unresolved after arbitration, any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County in which the Property is located in the State of California, and each Party expressly waives its right, under part II, title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.



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- 12.17 **Time.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.
- 12.18 **Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.
- 12.19 **Review of Form of Agreement.** Submission of this instrument for examination or signature by District or Seller does not constitute an agreement to purchase all, or any portion of, the Property, and it is not effective as an Agreement, or otherwise, until approval, execution and delivery by District and Seller.
- 12.20 **Survival of Warranties, Covenants, and Obligations.** The warranties, covenants, and obligations of District and Seller under the provisions of this Agreement to the extent the same have not been fully performed, and excepting those covenants and obligations which have been extinguished by the expiration of a specified period of time, shall survive the Close of the Escrow through which the purchase is consummated.
- 12.21 **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 12.22 **Force Majeure.** If either Party is unable, in whole or in part, to perform its obligations under this Agreement, by reason of the occurrence of fire, casualty, unavoidable accident, failure of usual source of supply, strike, labor conditions, lockouts, war, acts of God, the enactment of any Federal, State, or municipal law or ordinance, or the issuance of any executive or judicial order, whether Federal, State, or municipal, or of any other legally constituted authority, or any other cause not within the control of Party claiming relief notwithstanding the exercise of due diligence, Party shall give written notice to the other Party as soon as practicable after the occurrence. The obligations of that Party shall be suspended during the continuance of the cause stated in the notice, which Party shall remedy or remove expeditiously. In such case, the obligations, terms, and conditions of this Agreement shall be extended for the period necessary to compensate for any suspension of performance subject to the terms and conditions herein.

ACCEPTED AND AGREED on the date indicated below:

BUYER

10/23/2025

Dated: _____, 202____

San Leandro Unified School District

Signature: Aaron Kerrigan

Name: Aaron Kerrigan

Title: Ass Sup of Facilitis and

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SELLER

Dated: 9/16, 2025

**Thomas R Silva and Margie Llarinas Silva,
Trustees of Silva Family Revocable Trust dated
May 19, 2004**

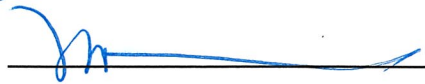
Signature: [Signature]

Name: Thomas R Silva

[Signature]

Seller's Initials

Title: TRUSTEE

Signature: 

Name: MARGIE LLARINAS SILVA

Title: TRUSTEE

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