AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1. Seller agrees to sell and grant fee title to Buyer, and Buyer agrees to purchase from Seller, that certain real property located at 1000 North Hunter Street APN #139-040-19, 20, 21, & 22, Stockton, California ("Property"), more particularly described in Exhibit "A" attached hereto and incorporated by this reference, upon the terms and conditions set forth in this Agreement subject to those liens, encumbrances, conditions, restrictions, easements, and rights of possession of record.
- 2. The total purchase price to be paid by Buyer for the Property shall be the sum of TWENTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$28,500). Buyer will make a deposit of TWO THOUSAND DOLLARS (\$2,000) in escrow within two (2) days of mutual execution of this Agreement. Buyer will have a Due Diligence Period of thirty (30) days from the Effective Date after which time the deposit will become non-refundable but applicable to the purchase price. Buyer to notify the Seller in writing prior to the expiration of the due diligence period if Buyer terminates this agreement.
- 3. Buyer agrees to assume all duties and obligations entered into between the City of Stockton and the Philomathean Club in certain contract dated September 26, 2000, more particularly described in Exhibit "B" attached hereto and incorporated by this reference. Buyer also agrees to perform immediate repairs within the first twelve (12) months of possession to the property as outlined in Exhibit "C" attached.
- 3. Buyer agrees to accept the Property in its present "as is" condition based upon Buyer's own independent investigation of the Property and condition of title. Seller makes no representation or warranty as to the Property's access, present condition or suitability for present or future uses.
- 4. Cost of CLTA insurance and documentary transfer taxes, if any, shall be paid by Seller. Buyer shall be solely responsible for any ALTA insurance coverage that Buyer requests. The cost of the escrow fees and escrow holder's customary expenses for messenger services, long distance telephone, etc. shall be paid in equal parts by Buyer and Seller.
- 5. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind levied upon or assessed against the Property in the Seller's name, except as otherwise expressly set forth herein, shall be paid by Seller to the date of recording.

- 6. For the purpose of conveying the herein described fee title to Buyer, Seller shall execute, acknowledge and deliver a Grant Deed, for recordation with the San Joaquin County Recorder, to be used in accordance with this Agreement, upon completion by Buyer of all necessary conditions.
- 7. For the benefit of Buyer, the close of escrow and Buyer's obligation to consummate the purchase of the Property shall be contingent upon and subject to Buyer approval of a preliminary title report issued by Old Republic Title within ten (10) days from the Buyer receipt of the preliminary title report. Buyer will have 5 days from the Effective Date of the Agreement to request due diligence items from Seller and Seller will have 5 days thereafter to deliver to Buyer requested items in its possession.
- 8. The close of escrow shall be no later than the first business day occurring sixty (60) days after the Effective Date of this Agreement. Each party agrees to execute escrow instructions as may be necessary or proper in order to consummate the transaction contemplated by this Agreement.
- 9. Buyer acknowledges that if desired it will perform its own due diligence inspections of the Property and shall hold the Seller harmless as to the condition of any improvements located on the Property at time of close of escrow. Buyer agrees that the information obtained from Seller or pursuant to any inspections completed by Buyer shall be kept in confidence and will not be revealed to outside parties other than lenders, principals, affiliates or clients or as required by law or for valid business purpose of Buyer. Buyer shall have the right to terminate this Agreement in writing prior to the expiration of the Due Diligence Period of thirty (30) days for any reason connected to the Property investigation performed during the Due Diligence Period.
- defend the Seller, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the Seller in connection with the performance, or failure to perform, by Buyer or its contractor, officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in regards to performing any due diligence inspections under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Buyer, contractor, its officers, agents, or employees while performing any due diligence inspections under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. These duties shall survive the termination of this Agreement.
- 11. Buyer shall, upon request by Seller, execute, acknowledge and deliver such documents or take such action as may be necessary or convenient to carry out the spirit and intent of this Agreement.
- 12. Any notice which either party may or is required to give shall be in writing and given by personal delivery or mailing same by certified mail, return receipt requested, postage prepaid, to the other party at the address shown below or at such other place as

may be designated by the parties from time to time, and any notice so mailed shall be deemed received on the third day after mailing.

Buyer address: Philomathean Foundation

Attn: Dale Nichols

1019A East March Lane Stockton, CA 95210

Seller's address: City of Stockton

425 N. El Dorado Street Stockton, CA 95202 Attn: City Manager

Escrow Holder: Old Republic Title Company

3425 Brookside Road, Suite C

Stockton, CA 95219 Attn: Diana Contreras

13. Time is of the essence of this Agreement.

4. This Agreement is subject to final approval by the City Council of the City of Stockton.

- 15. Buyer shall be responsible at Buyer's sole expense for real estate brokerage fees or commissions, if any. Seller shall not be liable for any real estate brokerage fees, commissions or claims in this transaction and if any such fees, commissions or claims should arise as a result of Buyer conduct, Buyer shall indemnify Seller its officers, employees and agents, from any and all costs, liabilities or judgments, including attorneys' fees, incurred in defending or paying any such claims.
- 16. If suit should be brought for any sum due or the enforcement or declaration of any obligation or right hereunder, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.
- 17. This Agreement shall bind and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and assigns.
- 18. This Agreement represents the entire and integrated agreement between Seller and Buyer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

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19. The undersigned represent and w the Agreement and to bind the parties.	arrant they are duly authorized to execute
DATED: May 15 2015.	
"BUYER"	
PHILOMATHEAN FOUNDATION, a non-profit corporation	
By: De July	By: Wesley Swanson
Printed Name: Dala Nichole	Printed Name: Wesley Swanson
Title Tounders	Title: Founder
"SELLER"	
CITY OF STOCKTON	
By: LAURIE MONTES DEPUTY CITY MANAGER	
	APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY
	By:CITY ATTORNEY

EXHIBIT A

The land referred to is situated in the County of San Joaquin, City of Stockton, State of California, and is described as follows:

PARCEL ONE:

Lot 2 in Block 134, East of Center Street, in the said City of Stockton, according to the Official Map or Plat therein.

PARCEL TWO:

Lot 6 in Block 134, East of Center Street, in the said City of Stockton, according to the Official Map or Plat thereof.

PARCEL THREE:

Lot 14 in Block 134, East of Center Street, in the said City of Stockton, according to the Official Map or Plat thereof.

PARCEL FOUR:

Lot 4 in Block 134, East of Center Street, in the said City of Stockton, according to the Official Map or Plat thereof.

PARCEL FIVE:

The South 4 feet of the West 1/3 of Lot 15 and all of Lot 16 in Block 134, East of Center Street, according to the Official Map or Plat thereof.

APN: 139 040 22

PARCEL SIX:

The North ¹/₂ of each of Lots 10 and 12 in Block 134, East of Center Street, in the City of Stockton, according to the Official Map or Plat thereof, San Joaquin County Records.

APN: 139-040-19

PARCEL SEVEN:

The South one-half of each of Lots 10 and 12 in Block 134, East of Center Street in said City of Stockton, according to the Official Map or Plat thereof.

APN: 139-040-20

PARCEL EIGHT:

EXHIBIT "A"

Lot 8 in Block 134, East of Center Street in the said City of Stockton, according to the Official Map or Plat thereof.

APN: 139-040-21

EXHIBIT "B'



PURCHASE AND SALE AGREEMENT



THIS AGREEMENT is made on \$\\\^{\\ \text{SEP 2 figure}}\), between the PHILOMATHEAN CLUB LTD., a non-profit corporation, hereinafter SELLER, and the CITY OF STOCKTON, a municipal corporation, hereinafter BUYER.

WHEREAS, SELLER owns a parcel of land upon which is situated a structure known as the Philomathean Club located at 1000 North Hunter in the City of Stockton, San Joaquin County, California, more particularly described in Exhibit A attached hereto; and

WHEREAS, SELLER is desirous of selling said premises to BUYER so that the structure and the premises can be maintained as an historic site in the City of Stockton; and

WHEREAS, BUYER is desirous of purchasing the property and renovating the same to enhance its historical value and for its use as a City of Stockton facility;

NOW, THEREFORE, the parties hereto agree as follows:

Warranty of Authority

1. SELLER warrants that it is a non-profit corporation organized and existing under the laws of the State of California with its principal place of business in San Joaquin County and through its officers is authorized to execute this agreement and transfer a substantive amount of its assets pursuant to approval by majority vote of the membership of the Philomathean Club Ltd.

Agreement to Sell and Purchase

2. SELLER agrees to sell and BUYER agrees to purchase the premises located at 1000 North Hunter Street located in the City of Stockton, San Joaquin County, California, more particularly described in Exhibit A attached hereto.

Purchase Price

 The purchase price for the premises is Twenty-five Thousand Dollars (\$25,000), all due and payable in cash or by check at the close of escrow.

Escrow

4. The sale shall be consummated through an escrow established with Alliance Title located at 2291 West March Lane, Suite D-100 in the City of Stockton, California. Escrow shall be considered open when both parties deposit fully executed escrow instructions with escrow holder and close of escrow shall be on or before October 31, 2000.

Escrow Instructions

5. Within fifteen (15) days after execution of this agreement, each party shall execute and deliver to the escrow holder its written instructions consistent with the terms of this agreement and shall provide the escrow holder with such other information, documents, and instruments as the escrow holder may reasonably require to enable it to close the transactions on the closing date.

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Vesting of Title

6. On the close of escrow, title shall vest in the CITY OF STOCKTON, a municipal corporation.

Status of Title

7. SELLER shall by grant deed convey to BUYER a fee simple interest free and clear of all title defects, liens, encumbrances, deeds of trust, and mortgages.

Procurement of Title Policy

8. BUYER, in its discretion, shall procure a California Land Title Association standard policy of title insurance in the amount of Twenty-five Thousand Dollars (\$25,000) to be paid by BUYER showing vested title in the name of CITY OF STOCKTON, a municipal corporation.

Proration of Taxes, Insurance, and Interest

9. Real property taxes, interest on assessments assumed by BUYER, rents, insurance premiums on hazard insurance assigned to BUYER, and interest on any indebtedness secured by any deed of trust to remain on the property shall all be prorated as of the closing date on the basis of a 30-day month. All security deposits and prepaid rents held by SELLER shall be credited to BUYER. Any balance in any tax and insurance impound account shall be credited to SELLER. Assessments of record shall be paid by SELLER.

Closing Costs

10. BUYER shall pay the escrow fee for this transaction.

Notices

11. All notices and demands shall be given in writing by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when received. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

TO SELLER:

The Philomathean Club 1000 N. Hunter Street Stockton CA 95202

Beverly McCarthy 215 W. Stadium Drive Stockton CA 95204

TO BUYER:

City of Stockton Attn: City Manager's Office 425 N. El Dorado Street Stockton CA 95202-1997

Broker's Commission

12. No real estate broker's commission shall be paid on this transaction.

Recordation

13. This agreement shall be recorded with the San Joaquin County Recorder's Office.

Approval of Condition of Title/Preliminary Report

14. In the event BUYER exercises its option to purchase title insurance as set forth in paragraph 8, Alliance Title is to be able to issue its standard California Land Title Association owner's policy of title insurance dated as of the closing date, on its usual form, with liability not less than the purchase price, covering the property, showing title vested in BUYER, and showing as exceptions only current real property taxes, not yet delinquent, and the exceptions to title that BUYER has approved.

Preliminary Title Report

15. BUYER, at its expense, may order a preliminary report and legible copies of the documents reported as exceptions in it ("title documents"). BUYER shall notify SELLER in writing within fifteen (15) business days after receipt of the report and the title documents of BUYER's disapproval of any exception in those documents.

Warranty of Status of Title

16. As a covenant that will survive the close of escrow, SELLER warrants that SELLER is the sole owner of the property, free and clear of all liens, claims, encumbrances, easements, encroachments on the property from adjacent properties, encroachments by improvements or vegetation on the property onto adjacent property, or rights of way of any sort.

SELLER's Warranties Regarding Assessments

17. SELLER warrants and represents that the premises is not and at the close of escrow shall not be the subject of any proposed assessments or assessment liens, other than those specifically excepted in this agreement, by reason of any work or improvement completed or installed at or before the close of escrow.

Warranty Against Easements Not of Record

18. SELLER warrants to BUYER that the title conveyed to BUYER will not be encumbered by any easements, licenses, or other rights not disclosed by the public record.

New Leases

19. After the execution of this agreement, SELLER shall not enter into any lease or option to lease or consent to without BUYER's prior written consent.

"As Is" Clause; No Warranties Given by Seller

20. Except as otherwise expressly provided in herein, SELLER disclaims the making of any representations or warranties, express or implied, regarding the property or matters affecting the property, including, without limitation, the physical condition of the premises, title to or the boundaries of the property, pest control matters, soil condition, hazardous waste, toxic substance or other environmental matters, compliance with building, health, safety, land use, and zoning laws, regulations and orders. BUYER acknowledges that the premises may contain possible hazardous waste including, but not limited to asbestos.

Continuation of Name of Premises

21. BUYER agrees that during the BUYER's ownership of the property, the name of the structure situated on the premises shall be called the "PHILOMATHEAN CLUB HOUSE."

Responsibility For Maintenance and Supervision

22. BUYER agrees that it, at its sole cost, shall be responsible for all future maintenance, janitorial service, operations, repairs and replacement costs, including the cost associated with meeting building code requirements. In addition, BUYER agrees that it shall provide any supervision necessary associated with the premises itself or any activities conducted thereon.

BUYER will complete all repairs to the premises within thirty (30) months of the close of escrow. Said repairs shall include, but not be limited to, those set forth in the estimates attached hereto as Exhibit B. Since BUYER is unable at the present time to determine what sequence the repairs must be made to protect the integrity of the structure and to meet building code requirements by

December 31, 2000, BUYER shall first perform whatever temporary or permanent repairs it determines are necessary to prevent water intrusion to avoid further damage to the structure. In the event BUYER shall be delayed because it is required to publicly bid the temporary or permanent work to prevent water intrusion, the parties will in good faith negotiate to extend the December 31, 2000, date for a reasonable period to accomplish the work intended. Thereafter, BUYER shall complete all permanent repairs necessary within the thirty (30)-month period as stated above.

Taxes and Insurance

23. BUYER, as owner of the premises, agrees to be responsible for all future taxes regarding the premises. BUYER further agrees to provide general liability insurance and coverage against fire and other covered calamity, whether through an independent insurer, a joint powers arrangement, or through BUYER's self insurance program.

SELLER's Insurance

24. Seller agrees to carry its own general liability insurance as a user/tenant of the property in such limits as may be designated by BUYER and shall name BUYER as additional insured on any such policy of insurance.

SELLER's Use of Premises

25. Subject to BUYER's right to use the entire premises at all other times, for so long as the Philomathean Club shall exist, SELLER shall be allowed to use the premises rent free for holding organizational events and meetings. By July 1 of each year SELLER shall provide BUYER with a list of prescheduled events and meetings. In addition, SELLER shall also be able to use the premises for any nonscheduled activity or meeting as long as such does not conflict with BUYER's operation of the premises and so long as SELLER gives BUYER reasonable advanced notice of its intention to do so.

Use of Library Room

26. SELLER, in addition, shall be allowed to use rent free up to one-half (½) of the existing basement area for storage and shall have free exclusive use of the existing Library Room.

Continued Existence of Philomathean Club

27. For purposes of the provisions of paragraphs 25 and 26, the existence of the Philomathean Club shall be defined as having ten (10) active members or more.

Retention of Furnishings

28. SELLER shall designate which of the furnishings and artwork currently at the premises will remain the property of SELLER and remain on the premises at the

option of SELLER. Furnishings, such as tables, chairs and kitchen equipment and supplies shall become the property of BUYER and BUYER will be responsible for the repair and/or replacement of the same as needed.

Subsequent Sale of Premises

29. In the event BUYER resells the premises at anytime while the Philomathean Club still is in existence as defined in paragraph 27, SELLER shall be entitled to a share of one-third (1/3) of the net proceeds from such sale. Any subsequent purchasers or assigns shall be subject to the conditions set forth in this agreement. Net proceeds shall be defined as the sales price less any costs associated with the sale including commissions, title fees, title reports or any other related escrow fees or costs.

Historical Designation

30. BUYER agrees that it will seek an historical designation for the premises as soon as is practical, either preceding or subsequent to repairs being made to the structure in accordance with this agreement.

No Condemnation

31. To the best of the SELLER's knowledge, there are no pending or threatened condemnation or similar proceedings affecting the property, or any portion thereof, nor does the SELLER have any knowledge that any such action is contemplated.

No Proceedings

32. To the best of SELLER's knowledge, there are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases, pending or threatened against or affecting the property. The SELLER has not received and is not aware of any notice from any public agency or entity with respect to any current or future proceeding against or basis for any future proceeding against or affecting the property or any part of the property, or concerning any existing or potential, past, present or future hazardous materials at the property.

The SELLER represents and warrants that as of the date of this agreement and as of the closing, the property is not in violation of any law, ordinance or regulation of any governmental authority relating to the environmental conditions on, under or about the property, including, but not limited to, soil and groundwater conditions.

No Default

33. The SELLER hereby covenants, represents, and warrants that, to the best of its knowledge and belief, it has received no notice of any default under any contract, transaction, agreement, encumbrance, or instrument pertaining to the property,

which has remained uncured as of the date of this agreement. The obligation to notify BUYER of notices of default shall extend to the closing.

Approval

34. This agreement is subject to final approval of the City Council of the City of Stockton.

Benefit to the parties

35. Each and every term of this agreement shall bind and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and assigns.

"SELLERS"

PHILOMATHEAN CLUB LTD

By Benerly Fitch Mc Cartly
Printed Name: BEVERLY FITCH ACCAI
Title: Bresident
"BUYERS"
CITY OF STOCKTON
By John Your
Printed Name: GARY A PODESTO
Title: Mayor

ATTEST:

LATHERINE GONG MEISSNER, City Clerk for the City of Stockton

APPROVED AS TO FORM:

RICHARD K. DENHALTER

City Attorney

Deputy City Attorney

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LEGAL DESCRIPTION

All that certain real property situate in the City of Stockton, County of San Joaquin, State of California, described as follows:

Lots 2, 4, 6, 14, the South four feet of the West one-third of Lot 15 and all of Lot 16 in Block 134, EAST OF CENTER STREET, in the City of Stockton, according to the Official Map or Plat thereof.

Project Na.:	Project Name: Philomathean Club Building 1000 N. Hunter Street		Prenared b		Date: 9/29/99 Date:	Sheet 1 of 1
TEM	DESCRIPTION	i UNIT	QUANTITY	IUNIT COSTI	ITEM COST	TOTAL
كالتنظ فيسواه	w accessibility complying ramp and handrall	LS				\$2,500
2, Repair ex	isting AC compressor fence	ı LS				\$500
3 New rear	entrance door, frame and hardware	ÊS	1			\$750
4 Mensires	t morn modifications to meet accessibility standards	: LS				\$8.390
Demoir	oon of walls	LS			\$250	
New st	ud walis w/gyp board	! LS.			\$750	
Toilets		i EA	1	\$500.00	\$500	
Lavator	y and focure	1 EA	1	\$300.00 i	5300	
Toilet a	coessones	Ls			S750	
Doors 8	ing hardwares	! EA	2	\$500.00 !	\$1.000	
Tile floo	xmg	; SF	80	\$12.00	\$960	
Paintin		SF	470	\$1.00	\$470	
Tile wa	riscoxing .	; SF	180	\$12.00 ·	\$2,160	
Lights		į EA	2	\$250.00	\$.500	!
install f	oor drain	! LS		į	\$750	
Womens:	rest room modifications to meet accessibility standards	ı LS				j \$ 15.980
Demok	on of walls	LS	<u> </u>		\$250	
New st.	od Walls W/gyp Doard	¹ LS			\$750	
Toilets		l EA	2	\$500.00	\$1,000	1
Lavator	y and fixture	EA.	1	1 \$300.00	\$300	1
Toilet a	ccessones	, LS	<u> </u>	<u> </u>	\$750	1
l Doors a	nd narowates	EA_	2	\$500.00	\$1,000	Ī
Tile floo	ring	; SF	190	\$12.00	\$2,280	<u> </u>
i Painon)	! SF	500	\$1.00	\$500	[
i Tile wai	risconng	. SF	450	! \$12.00 ·	\$5,400	
Lights		: EA	5	1 \$250.00	\$1.250	j
install fi	oor orain and plumping for new tollet	LS	ĺ		\$2.500	
5 Raise nan	grall at stair case	: LS		<u> </u>		\$2,75
instali gua	rdirail at front porch	LS				\$2,50
6 Painong		; LS				\$1.75
Intenor	- second floor ceiling at stair landing repair and paint	. SF	200	\$2.50 !	\$500	
Exterior	- east window frames	<u>EA</u>	5	1 \$250.00	\$1,250	
7 New care	1	ĻS				\$5.00
8 IDry-rot re	oair - extenor eave	· LS	<u> </u>	<u> </u>		\$2.00
9 Panung to		. LS		1		\$20.00
10 (HVAC sys	stem	: LS	[1		TB
11 Structural	Upgrage based on engineers report	LS	<u> </u>	<u> </u>		\$74.00
12 Remove o	ead boit lock at front exit door	LS	1			\$10
1		1	1]
.[i		!
		,	1	,		,

EXHIBIT "B"

VERTICAL LOADING

1.	Replace all moisture damaged wood beams, columns, joists and sheathing \$15,000
2.	Re-attach exterior emergency stairway post to planter wall
3.	Replace/repair notched roof joist at exterior stairs and replace/repair door \$1,250
LATI	ERAL LOADING
4.	Caulk major cracks on exterior east wall foundation with non-shrink grout \$1,000
5.	Provide additional shear walls by eliminating some front windows \$7,500
6.	Provide rigid frame on the west side of the building
.7 .	Remove and replace dry rot at:
	a) the northern exterior porch support posts
	b) northern exterior wall by entry
	c) second floor fire escape sill
	d) upper front exterior balcony
8.	Provide proper exterior support and anchorage of northern interior stairway \$2,500
9.	Provide proper support and anchorage of southern fire escape structure \$1,000
10.	Remove existing brick chimney and construct new chimney in accordance with today's
	standards
TOT	AL \$74,000

Philomathean Foundation Proposed Rehabilitation for 2015-2016

1. Add one ADA compliant parking space	520.00
2. Pressure wash exterior	1,000.00
3. Repair broken fascia boards and shingled areas at exterior	2,500.00
4. Paint exterior	15,000.00
5. Add locking security gates at 2 vehicle access points – orn. iron	4,000.00
6. Cover exposed drains at exterior	200.00
7. Repair leaking water pipe at exterior lot area south	400.00
8. Add drought resistant shrubs & grass area at southeast section of lot	11,500.00
9. Repair/replace sprinkler system at southeast section and add timer	3,500.00
10.Add gazebo with covered stage at southeast section for events	9,000.00
11.Add 6 permanent benches and tables for guests at events	1,800.00
12.Extend electrical to gazebo	2,500.00
13.Extend iron fencing to 2 gates, close off east gate entirely	4,000.00
14.Brick repair at planter northeast & southwest corners	200.00
15.Replace broken downspout	500.00
16.Repair graffiti carving at front of building (prior to paint)	250.00
17.Clean/refinish concrete exterior patio to remove graffiti	1,000.00
18.Add exterior enclosure to house HVAC equipment – wood fencing	5,000.00
	62,870.00

11) 4-6-2015