

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
AND ESCROW INSTRUCTIONS  
APN 477-040-58  
SOUTHWEST FRESNO TRAIL PROJECT City Project No.: PW00849**

This Agreement for Purchase and Sale of Real Property (Agreement) is entered into effective \_\_\_\_\_, by and between GERALD T. GRIFFIN (Seller) and the CITY OF FRESNO, a municipal corporation (City).

**RECITALS**

- A. Seller is the owner of an approximately 7.82 acre parcel (340,639 square foot) located in the City of Fresno known as Assessor's Parcel Number (APN) 477-040-58.
- B. City desires to purchase a portion of Seller's property more particularly defined in Section 1 below (the Subject Property) for the Southwest Fresno Trail Project (Project).
- C. City now wishes to purchase from Seller and Seller now wishes to sell to City the Subject Property subject to the terms and conditions contained herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

- 1. **Subject Property.** The subject property is a portion of vacant land located at 925 West Church Road in the City of Fresno, County of Fresno, State of California, more particularly described as APN 477-040-58, being approximately 0.20 (8,778 square feet) in size, which includes fixtures and improvements on the property and all rights, privileges and appurtenances including any permits and easements. A legal description of the Subject property is described in **Exhibit A, and depicted in Exhibit B.**
- 2. **Fee Title.** Seller shall grant the Subject Property to City in fee, free and clear of all liens, encumbrances, assessments, easements, leases, taxes, and restrictions of record except as set forth in this Agreement.
- 3. **Purchase Price.** City shall pay Seller the mutually agreed upon amount of THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$32,000.00) (the Purchase Price) as just compensation for the Subject Property.
- 4. **Effective Date.** The Effective date of this Agreement shall be upon its duly authorized execution by the City.
- 5. **Right to Sell.** Seller represents and warrants that it holds fee title to the Subject Property, that such property is free of all liens and encumbrances, and that it has the authority to enter into this Agreement. Seller agrees to hold the City harmless and reimburse the City for any and all losses and expenses as to the Subject Property by reason of any change in ownership or lease of said Subject Property

held by any tenant of the Seller.

6. **Condemnation.** Seller acknowledges that the City has the power to acquire the Subject Property for public purposes by eminent domain. If title does not pass to the City within the time provided by this Agreement, the City may begin eminent domain proceedings to acquire such possession or title. The parties agree and stipulate that the net sum payable to the Seller hereunder shall be conclusively deemed to be the total just compensation in such proceedings, and this Agreement may be filed with the court as a stipulation upon which judgment may be entered in the eminent domain proceeding as to the just compensation to be paid to Sellers. Sellers waive all other defenses in said proceeding.
7. **Right of Possession.** It is agreed and confirmed by the City and the Seller that notwithstanding other provisions in this Agreement, the right of possession and use of the Subject Property by the City, including the right to remove and dispose of improvements within the Subject Property shall commence on the Close of Escrow controlling this transaction or by March 22, 2023, whichever occurs first.
8. The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.
9. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.
10. **Escrow Instructions.** The sale shall be completed through an External Escrow to be opened at First American Title Company. Said escrow shall be opened upon the following terms and conditions, and the Seller and City by their signature to this Agreement make this paragraph their escrow instructions:
  - a. **Purchase Price.** City shall pay the Purchase Price in good funds through Escrow, not later than the close of business on the day before the Close of Escrow. Escrow Holder will forward to both City and Seller a separate accounting of all funds received and disbursed for each party, and copies of all signed and recorded documents deposited into Escrow, with the recording and filing date and information endorsed thereon.

Payment of said sums, less Seller's cost to clear title, if any, may be made to Seller only when Escrow Holder possesses and is in a position to deliver to the City a fully executed and acknowledged and recorded deed to the Subject Property free and clear of all liens, encumbrances, and restrictions of record.

Any or all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and

payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) shall furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

- b. **Feasibility Period.** City shall have the right to examine the feasibility of the Subject Property for a period of up to 30 days after the parties have executed this Agreement (the Feasibility Period). City, in its sole and absolute discretion, shall have the authority to waive all, or any portion of the Feasibility Period at any time prior to expiration of the Feasibility Period by providing written notice to Escrow Holder and Seller.
- i. **Access.** City shall have the right to access the Subject Property, at all times following execution of this Agreement by the parties, for the purpose of conducting all studies, inspections, evaluations, tests, or surveys of the Subject Property that City elects to have performed, upon reasonable notice to Seller. City agrees to indemnify and hold Seller free and harmless from any and all liability, loss, cost, damage, or expense that Seller may sustain or incur by reason of or in connection with such entry, studies, inspections, evaluations, tests, or surveys conducted by City during the Feasibility Period.
- ii. **Feasibility Package.** Seller shall deliver to City a feasibility package within five days of execution of this Agreement. The following shall be included as due diligence in the package:
1. Any documents relating to special assessment or bonds;
  2. All known current litigation affecting the Subject Property;
  3. All environmental reports;
  4. Copy of all fees paid; and
  5. All Plans and any history on repairs/maintenance
- iii. **Expiration of Feasibility Period.** If City has not given notice of termination and cancellation on or before the expiration of the Feasibility Period, the parties shall move forward with the Close of Escrow as set forth in section i (Close of Escrow) below. If, prior to the expiration of the Feasibility Period, the City discovers issues with the physical condition of the Subject Property that impact the current deal terms and provides written notice to Seller of such issues, the parties agree to meet and confer in an attempt to reach agreement with respect to such issues, which may include, a reduction in the Purchase Price and/or an extension of the Feasibility Period for further inspection.
- iv. **Termination and Cancellation of Agreement.** If City, in its sole and absolute discretion, decides to terminate and cancel this Agreement

by timely delivery of a termination and cancellation notice on or before expiration of the Feasibility Period, any deposit on the Subject Property shall be immediately refunded to City by Escrow Holder without the need for further instruction, notice, or demand from either party.

- c. **Conveyance of Title.** Seller shall convey by Grant Deed to City marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes, except:
  - i. Taxes for the fiscal year in which this transfer occurs.
  - ii. Quasi-public utility, public alley, public street easements and rights of way of record.
  - iii. Items numbered 3, 4, 6-11, 14, 15 of the title report dated October 19, 2023, issued by First American Title Company. Order No. 5405-6394574.
- d. **Defects in Title.** The City reserves the right to accept title to the property interest to be acquired by City herein subject to certain defects in any or all matters of record title to the Subject Property. In consideration for Seller receiving the total sum as stated in Paragraph 3, the undersigned Seller covenants and agrees to indemnify and hold the City harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the Subject Property. The Seller's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Seller under specified in Paragraph 3.
- e. **Financial Liabilities.** It is understood that Seller shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property. Rents, if any, shall be prorated at the Close of Escrow and rents coming due after Close of Escrow shall be paid to City. If any rents have been or are collected by the Seller for any period after Close of Escrow, Seller shall refund such rents to the City. Seller shall repay to the tenant(s) (or list the tenants by name), any cleaning, key, or other deposits, excluding rents paid in advance, and indemnify and hold the City harmless for any claim therefor.
- f. **Destruction or Loss prior to Close of Escrow.** The risk of damages to or loss of improvements due to fire or other cause shall be Seller's until title passes to City at Close of Escrow. In the event any of the improvements on the Subject Property are destroyed or damaged prior to Close of Escrow, the purchase price shall be adjusted in the amount that the fair market value is reduced by such loss or damage, such reduction to be determined by appraisal. City shall select an appraiser therefor, and if Seller does not agree to such appraiser, Seller shall appoint an appraiser and the two appraisers shall appoint a third appraiser. The finding of the appraiser, or if

there are three appraisers, the finding joined in by two of the three appraisers shall be binding on both parties and the sale shall be completed at the original escrow price less the reduction so fixed by appraisal. Notwithstanding the foregoing, if the cost of restoring the damaged improvement to a condition equal to its condition on date of this agreement exceeds ten percent (10%) of the original purchase price of the property, City shall have the right to cancel the escrow, terminate this agreement, and recover any and all amounts paid to Seller or to Escrow Holder on account of the purchase price of the Subject Property. Seller agrees to maintain any existing fire and/or casualty insurance on the property in force until Close of Escrow.

- g. **Costs.** The escrow fee, cost of policy of title insurance, transfer tax and recording fees (if any) shall be paid by the City.
- h. **Disbursement.** Disbursements of the Purchase Price shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.
- i. **Close of Escrow.** Close of Escrow for the purchase and sale of the Subject Property shall occur no later than 20 days from the expiration or waiver of the Feasibility Period. The following Conditions of Sale must be met prior to Close of Escrow:
  - i. City's approval of contents of preliminary title report and exceptions;
  - ii. City's approval of any engineering reports;
  - iii. No pending litigation against Subject Property and no notices of violation of law;
  - iv. City's approval of physical inspection of the Subject Property;
  - v. City's completion, approval, or waiver of the Feasibility Study;
  - vi. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City.
  - vii. Escrow Holder is in possession of a good and sufficient grant deed, duly executed by Seller, in the form attached hereto as **Exhibit C**.
- 11. **Possession.** Full possession of the Property (subject to the rights of the tenants under the Leases and any other Permitted Exceptions) shall be delivered to City by Seller at Closing. City, in its sole discretion, may allow the Close of Escrow subject to any or all of the current business leases on the Subject Property.
- 12. **Leases.** Not later than five (5) days after the full execution and delivery of this Agreement, Seller shall deliver or make available to City a true, correct, and complete copy of each Lease, Rental Agreement, or other Contract affecting the possession and use of the Subject Property. Seller agrees to execute a complete, current, and correct statement of Leases, Rental Agreements or other Contracts on a form furnished to Seller and deliver same to City within fifteen (15) days hereof with copies of any written leases and rental agreements attached. All security

deposits shall be credited to City through escrow and all rents will be pro-rated as of the close of escrow on the basis of a thirty (30) day month consistent with that statement, subject to approval of City. Seller hereby warrants that the rental statement referred to shall include the terms of all rental agreements, tenancies, and leases (written, unwritten, recorded, or unrecorded). Seller also warrants that there shall be no undisclosed tenancies, whether by oral or written leases on all or any portion of the Property, and Seller further agrees to hold City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any such undisclosed tenancies.

13. **Relocation.** The City recognizes its responsibility for consideration of relocation assistance. If and to the extent that City's intended use of the Subject Property after the Close of Escrow results in the permanent or temporary displacement of persons (families, individuals, businesses, nonprofit, organizations, and farms) the Parties shall comply with all applicable local, State and federal statutes, including but not limited to Federal and State Relocation Assistance Acts, 42 U.S.C., Section 4601, et seq.; Government Code Section 7260, et. seq., and Federal and State implementing regulations.
14. **Notices.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent before 5:00 p.m. on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either State Overnight, FedEx, or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

TO SELLER:	Gerald T. Griffin 2871 Goldrush Street Pahrump, NV 89048 Telephone: 415-741-8660
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TO CITY:	CITY OF FRESNO Attention: Capital Projects Director 2600 Fresno Street Fresno, CA 93721 Telephone: (559) 621-8696
TO ESCROW HOLDER:	First American Title Company Attention: Ann Kay 211 East Caldwell Avenue Visalia, CA 93277 Telephone: (559) 635-6803

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section, and that any person to be given notice receives such notice. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

15. Miscellaneous Provisions:

- a. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- b. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be Fresno, California.
- c. **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
- d. **Severability.** The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.
- e. **Interpretation.** The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with

their generally accepted meaning.

- f. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
  - g. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment.
  - h. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
  - i. **Exhibits and Attachments.** Each exhibit and attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.
  - j. **Non-Material Changes.** The Public Works Director of the City, or designee, may execute any supplemental escrow instructions and may make minor modifications to this Agreement, the exhibits, and the documents referenced herein, provided such modifications do not constitute a material change to this Agreement.
  - k. **Extent of Agreement.** Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Seller.
16. **Environmental Indemnity.** Seller shall indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Seller, City, or any other third party, arising directly or indirectly from the release, presence, or disposal of any hazardous substances or materials (as now or hereafter defined in any law, regulation, or rule) in, on, or about the Subject Property on or before Closing. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state, or local law whether statutory or common law, ordinance, or regulation. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and attorneys' fees, and damages. Upon written notice from the City, the Seller, at Seller's sole cost and expense, shall immediately assume the defense of any claims, suit or action brought against the City by any public body, individual, partnership, corporation, or other legal entity, relating to



any matter covered in this paragraph. Seller's obligation under this indemnity shall survive the Close of Escrow and the recording of the grant deed.

17. **Indemnity.** Seller shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all liability, loss, fines, penalties, forfeitures, claims, expenses, and costs (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Seller, City, or any other third party, from the inability or failure to use any remaining portion of the property not sold by Seller. Costs or losses covered will include, without limitation, consultants, engineering, surveyors, attorney's fees, litigation expenses, and costs to enforce this agreement.
18. This section shall survive expiration or termination of this Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the Effective date of this Agreement as defined above.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Randall Morrison, PE                      Date  
Capital Projects Director

RECOMMENDED FOR APPROVAL:

By: Nancy Bruno 2.13.24  
Nancy Bruno                      Date  
Supervising Real Estate Agent

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Deputy City Attorney                      2/21/24  
Deputy City Attorney                      Date

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy                      Date

Attachment(s):

1. Exhibit A – Legal Description
2. Exhibit B - Plat Map
3. Exhibit C - Grant Deed

Gerald T. Griffin

By: Gerald T. Griffin

Name: GERALD T. GRIFFIN

Title: OWNER  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

## EXHIBIT "A"

APN 477-040-58 (portion)  
Grant Deed

That portion of the Northwest Quarter of Section 17, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official Plats thereof and Real property in the City of Fresno, County of Fresno, State of California, further described as follows:

**COMMENCING** at the North quarter corner of said Section 17; thence South 55°15'33" West, a distance of 1497.88 feet to a point on the South Right of Way line of W. Church Avenue (Now Abandoned) as shown in Record of Survey, in Book 37 of Parcel Maps, at Page 87, Fresno County Records as Document No. 1991-0134156; thence North 5°35'38" West, a distance of 30.13' to the centerline of said W. Church Avenue to the **TRUE POINT OF BEGINNING**; thence South 79°05'45" West, on the centerline of said W. Church Avenue, a distance of 69.86 feet; thence South 59°49'23" West, continuing on said centerline, a distance of 93.71 feet; thence South 46°26'06" West, continuing on said centerline, a distance of 76.02 feet, thence South 36°41'50" West, continuing on said centerline, a distance of 103.21 feet, thence South 22°59'02" West, continuing on said centerline, a distance of 112.26 feet; thence South 9°27'35" West, continuing on said centerline, a distance of 147.42 feet; thence South 33°33'31" West continuing on said centerline, a distance of 84.32 feet; thence North 42°57'17" East, leaving said centerline, a distance of 11.04 feet; thence North 33°33'54" East, a distance of 81.50 feet; thence North 26°10'56" East, a distance of 54.76 feet; thence North 19°47'40" East, a distance of 2.35 feet; thence North 13°24'23" East, a distance of 10.01 feet; thence North 14°21'42" East, a distance 17.59 feet; thence North 8°25'11" East, a distance of 3.54 feet; thence North 10°12'04" East, a distance of 31.35 feet; thence North 11°30'42" East, a distance of 20.89 feet; thence North 15°03'34" East, a distance of 34.79 feet; thence North 21°11'54" East, a distance of 18.54 feet; thence North 21°40'15" East, a distance of 23.33 feet; thence North 26°46'48" East, a distance of 31.06 feet; thence North 28°32'15" East, a distance of 9.45 feet; thence North 34°41'38" East, a distance of 32.98 feet; thence North 35°52'58" East, a distance of 32.97 feet; thence North 38°17'32" East, a distance of 32.97 feet; thence North 35°46'18" East, a distance 9.32 feet; thence North 45°00'41" East, a distance of 38.38 feet; thence North 43°30'29" East, a distance of 38.80 feet; thence North 49°51'44" East, a distance of 18.80 feet; thence North 57°39'18" East, a distance of 20.53 feet; thence North 63°43'03" East, a distance of 24.01 feet; thence North 71°52'37" East, a distance of 22.05 feet; thence North 78°25'07" East, a distance of 27.99 feet; thence North 84°48'19" East, a distance of 11.55 feet; thence North 60°42'40" East, a distance of 14.63 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of: 8,778.47 square feet, more or less.



2022-197  
15-A-10221  
PLAT 2952  
PW00849

# EXHIBIT "B"

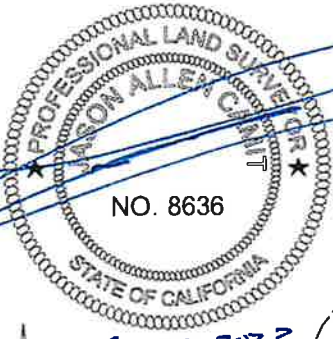
North  $\frac{1}{4}$  Cor. of Sec. 17, T14S, R20E, M.D.B. & M., which is The Point of Commencement.

APN 477-040-75ST

APN 477-040-69T

TRUE POINT OF BEGINNING

APN 477-040-63



Portion of the NW  $\frac{1}{4}$  of Sec. 17, T14S, R20E, M.D.B. & M.

APN 477-040-58  
Gerald T. Griffin



1"=80'

APN 477-040-51

30.00' offset from Centerline of W. Church Ave. (now abandoned)

APN 477-040-59

WEST FLORENCE AVENUE

Parcel Line Table		
Line #	Length	Direction
L1	30.13'	N5°35'38"W
L2	69.86'	S79°05'45"W
L3	11.04'	N42°57'17"E
L4	54.76'	N26°10'56"E
L5	2.35'	N19°47'40"E
L6	10.01'	N13°24'23"E
L7	17.59'	N14°21'41"E
L8	3.54'	N8°25'11"E
L9	31.35'	N10°12'04"E
L10	20.89'	N11°30'42"E
L11	34.79'	N15°03'34"E
L12	18.54'	N21°11'54"E
L13	23.33'	N21°40'15"E
L14	31.06'	N26°46'48"E

Parcel Line Table		
Line #	Length	Direction
L15	9.45'	N28°32'15"E
L16	32.98'	N34°41'38"E
L17	32.97'	N35°52'58"E
L18	32.97'	N38°17'32"E
L19	9.32'	N35°46'18"E
L20	38.38'	N45°00'41"E
L21	38.80'	N43°30'29"E
L22	18.80'	N49°51'44"E
L23	20.53'	N57°39'18"E
L24	24.01'	N63°43'03"E
L25	22.05'	N71°52'37"E
L26	27.99'	N78°25'07"E
L27	11.55'	N84°48'19"E
L28	14.63'	N60°42'40"E



INDICATES AREA TO BE ACQUIRED IN FEE FOR PUBLIC TRAIL 8,778.47 S.F. ±

## NOTE:

DATA BASED ON RECORD OF SURVEY No. 1991-0134156, IN BOOK 37 OF PARCEL MAPS, AT PAGE 87, FRESNO COUNTY RECORDS.

REF. & REV.

2022-197

15-A-10221

PLAT 1757

**CITY OF FRESNO**  
DEPARTMENT OF PUBLIC WORKS

GRANT DEED

PROJ. ID. PW00849  
FUND NO. 22063  
ORG. NO. 189901

RES TYPE

DR. BY J.E.H.

CH. BY J.A.C.

DATE JUN. 8, 2023

SCALE 1" = 80'

SHEET NO. 1  
OF 1 SHEETS

**Recording Requested By:**  
Public Works Department  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

**When Recorded, Mail To:**  
Public Works Department  
City of Fresno  
2600 Fresno Street  
Fresno, CA. 93721-3623  
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 477-040-58 (portion)

PW-2022-16366

## GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, Gerald T. Griffin, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, all that certain real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits "A" and "B", which are attached and incorporated herein

  
Gerald T. Griffin

Dated: 02/13/2024

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

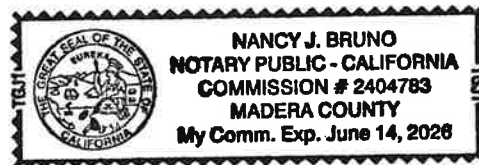
County of Fresno)

On Feb. 13, 2024 before me, Nancy J. Bruno, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Nancy J. Bruno (Seal)



APN 477-040-58 (portion)  
Grant Deed

That portion of the Northwest Quarter of Section 17, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official Plats thereof and Real property in the City of Fresno, County of Fresno, State of California, further described as follows:

**COMMENCING** at the North quarter corner of said Section 17; thence South 55°15'33" West, a distance of 1497.88 feet to a point on the South Right of Way line of W. Church Avenue (Now Abandoned) as shown in Record of Survey, in Book 37 of Parcel Maps, at Page 87, Fresno County Records as Document No. 1991-0134156; thence North 5°35'38" West, a distance of 30.13' to the centerline of said W. Church Avenue to the **TRUE POINT OF BEGINNING**; thence South 79°05'45" West, on the centerline of said W. Church Avenue, a distance of 69.86 feet; thence South 59°49'23" West, continuing on said centerline, a distance of 93.71 feet; thence South 46°26'06" West, continuing on said centerline, a distance of 76.02 feet, thence South 36°41'50" West, continuing on said centerline, a distance of 103.21 feet, thence South 22°59'02" West, continuing on said centerline, a distance of 112.26 feet; thence South 9°27'35" West, continuing on said centerline, a distance of 147.42 feet; thence South 33°33'31" West continuing on said centerline, a distance of 84.32 feet; thence North 42°57'17" East, leaving said centerline, a distance of 11.04 feet; thence North 33°33'54" East, a distance of 81.50 feet; thence North 26°10'56" East, a distance of 54.76 feet; thence North 19°47'40" East, a distance of 2.35 feet; thence North 13°24'23" East, a distance of 10.01 feet; thence North 14°21'42" East, a distance 17.59 feet; thence North 8°25'11" East, a distance of 3.54 feet; thence North 10°12'04" East, a distance of 31.35 feet; thence North 11°30'42" East, a distance of 20.89 feet; thence North 15°03'34" East, a distance of 34.79 feet; thence North 21°11'54" East, a distance of 18.54 feet; thence North 21°40'15" East, a distance of 23.33 feet; thence North 26°46'48" East, a distance of 31.06 feet; thence North 28°32'15" East, a distance of 9.45 feet; thence North 34°41'38" East, a distance of 32.98 feet; thence North 35°52'58" East, a distance of 32.97 feet; thence North 38°17'32" East, a distance of 32.97 feet; thence North 35°46'18" East, a distance 9.32 feet; thence North 45°00'41" East, a distance of 38.38 feet; thence North 43°30'29" East, a distance of 38.80 feet; thence North 49°51'44" East, a distance of 18.80 feet; thence North 57°39'18" East, a distance of 20.53 feet; thence North 63°43'03" East, a distance of 24.01 feet; thence North 71°52'37" East, a distance of 22.05 feet; thence North 78°25'07" East, a distance of 27.99 feet; thence North 84°48'19" East, a distance of 11.55 feet; thence North 60°42'40" East, a distance of 14.63 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of: 8,778.47 square feet, more or less.



2022-197  
15-A-10221  
PLAT 2952  
PW00849

# EXHIBIT "B"

EXHIBIT "C" P.4

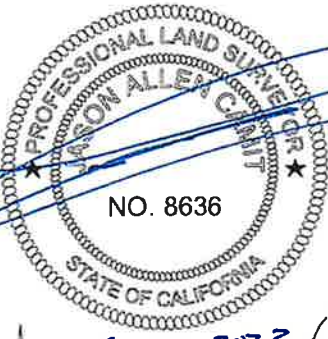
North  $\frac{1}{4}$  Cor. of Sec. 17, T14S, R20E, M.D.B. & M., which is The Point of Commencement.

APN 477-040-75ST

TRUE POINT OF BEGINNING

APN 477-040-69T

APN 477-040-63



Portion of the NW  $\frac{1}{4}$  of Sec. 17, T14S, R20E, M.D.B. & M.

APN 477-040-58  
Gerald T. Griffin



1"=80'

APN 477-040-51

30.00' offset from Centerline of W. Church Ave. (now abandoned)

APN 477-040-59

WEST FLORENCE AVENUE

Parcel Line Table		
Line #	Length	Direction
L1	30.13'	N5°35'38"W
L2	69.86'	S79°05'45"W
L3	11.04'	N42°57'17"E
L4	54.76'	N26°10'56"E
L5	2.35'	N19°47'40"E
L6	10.01'	N13°24'23"E
L7	17.59'	N14°21'41"E
L8	3.54'	N8°25'11"E
L9	31.35'	N10°12'04"E
L10	20.89'	N11°30'42"E
L11	34.79'	N15°03'34"E
L12	18.54'	N21°11'54"E
L13	23.33'	N21°40'15"E
L14	31.06'	N26°46'48"E

Parcel Line Table		
Line #	Length	Direction
L15	9.45'	N28°32'15"E
L16	32.98'	N34°41'38"E
L17	32.97'	N35°52'58"E
L18	32.97'	N38°17'32"E
L19	9.32'	N35°46'18"E
L20	38.38'	N45°00'41"E
L21	38.80'	N43°30'29"E
L22	18.80'	N49°51'44"E
L23	20.53'	N57°39'18"E
L24	24.01'	N63°43'03"E
L25	22.05'	N71°52'37"E
L26	27.99'	N78°25'07"E
L27	11.55'	N84°48'19"E
L28	14.63'	N60°42'40"E



INDICATES AREA TO BE ACQUIRED IN FEE FOR PUBLIC TRAIL 8,778.47 S.F. ±

NOTE:  
DATA BASED ON RECORD OF SURVEY No. 1991-0134156, IN BOOK 37 OF PARCEL MAPS, AT PAGE 87, FRESNO COUNTY RECORDS.

REF. & REV.

2022-197

15-A-10221

PLAT 1757

**CITY OF FRESNO**  
DEPARTMENT OF PUBLIC WORKS

GRANT DEED

PROJ. ID. PW00849 RES TYPE  
FUND NO. 22063  
ORG. NO. 189901

DR. BY J.E.H.  
CH. BY J.A.C.  
DATE JUN. 8, 2023  
SCALE 1" = 80'

SHEET NO. 1  
OF 1 SHEETS



**CERTIFICATE OF ACCEPTANCE (Officer)**

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed hereby is accepted by the undersigned officers on behalf of the Council of the City of Fresno pursuant to authority conferred by Resolution No. 92-219A of said Council, adopted June 9, 1992 and the grantee consents to the recordation thereof by its duly authorized officer.

Public Works Director  
ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DEPUTY

**FEE TITLE ACCEPTANCE (Officer)**

City Manager

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DEPUTY

**RECOMMENDED FOR ACCEPTANCE:**

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

Title: Engineer II

Date: 02/13/2024

Log No. 2022-197 Drawing No. 15-A-10225

Project No. PW00849

APN: 472-040-58

**CERTIFICATE OF ACCEPTANCE (Council)**

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed by this instrument to the City of Fresno, a municipal corporation, is hereby accepted by order of the Council of the City of Fresno made on the date hereafter set forth and the grantee consents to the recordation thereof by its duly authorized officer.

Item No./Reso. No. \_\_\_\_\_

Date of Council Order: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DEPUTY

**APPROVED AS TO FORM:**

City Attorney

By: \_\_\_\_\_ Date: 2/21/24  
DEPUTY

**CHECKED:**

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

Title: Chief Surveyor

Date: 2-13-2024