

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS
APN Nos.: 451-071-17, 451-071-34
BLACKSTONE & MCKINLEY BNSF GRADE SEPARATION PROJECT**

This Agreement for Purchase and Sale of Real Property ("Agreement") is entered into by and between Arthur Velasquez and Patricia Velasquez (collectively, the "Seller") and the CITY OF FRESNO, a California municipal corporation (the "City").

RECITALS

- A. Seller is the owner of an approximately 0.40-acre (17,583 square feet) combined parcel located in the City of Fresno known as Assessor's Parcel Numbers (APNs) 451-071-17 and 451-071-34.
- B. City requires the Subject Property (as defined in Section 1) for a public project which will include a grade separation of Blackstone Avenue and McKinley Avenue to pass below the BNSF rail line. As a result, City desires to purchase the Subject Property from Seller for the Blackstone McKinley BNSF Grade Separation Project (the "Project"). The Seller has entered into this Agreement under the threat of eminent domain, as that expression is used in the Internal Revenue Code.
- C. City requires the Subject Property for Project purposes, and for public use in accordance with Sections 21080.13(a) of the California Public Resources Code, and 15282(g) of the (CEQA) Guidelines and is authorized to acquire the Subject Property pursuant to CCP 1240.010.
- D. 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 known as APNs 451-071-17 and 451-071-34, is located at 1540 and 1560 N. Blackstone Avenue in the City of Fresno, County of Fresno, State of California, being approximately a combined 0.40-acre (17,583 square feet) in size, which includes fixtures and improvements located 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," attached hereto, and incorporated herein by reference.
- 2. **Fee Title.** Pursuant to the terms of this Agreement, 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 **ONE MILLION THREE HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,347,500)** (the

“Purchase Price”) for the Subject Property, as consideration in full for the property interests conveyed to City, for the loss and replacement of any improvements, including but not limited to all those Improvements Pertaining to the Realty (IPRs) listed on Exhibit B of this Agreement, attached hereto and incorporated herein by reference, and for entering into this Agreement. Included in the Purchase Price is full and complete compensation to Seller for any and all loss of business goodwill attributable to Seller’s business, Art’s Auto Body and Paint, and Seller agrees and acknowledges that the statute which authorizes payment for loss of business goodwill (Code of Civil Procedure section 1263.510) also provides that compensation for this loss will not be duplicated in the compensation otherwise awarded to Seller. The Purchase Price includes, without limitation, full payment of just compensation for any eminent domain related compensation claims, claims for inverse condemnation or unreasonable pre-condemnation conduct, attorneys’ fees, costs and interest in complete settlement of all claims (known and unknown), causes of action and demands of Seller against the City because of City’s purchase of the Subject Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement, excepting only those payments for which Seller is eligible to receive under the Relocation Assistance provisions of the federal Uniform Act, as referenced in Paragraph 11 of this Agreement, where the Seller expressly reserves all rights under the Uniform Act.

4. **Effective Date.** The Effective date of this Agreement shall be upon its duly authorized execution by City.
5. **Right to Sell.** Seller represents and warrants that it holds fee title to the Subject Property 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 be sixty (60) days after the Close of Escrow. In consideration for Seller’s continued occupancy of the Subject Property following the Close of Escrow, Seller shall credit City \$1,000 per month (the “Rents”), a total of \$3,000 at the Close of Escrow. Possession to be delivered to City no later than February 28, 2025. Should possession be delivered sooner

than February 28, 2025, City shall refund a prorated amount of Rents back to Seller contingent upon the date of delivery.

8. **Escrow Instructions.** The sale shall be completed through an External Escrow to be opened at Fidelity National Title Company (the "Escrow Holder"). Said escrow shall be opened upon the following terms and conditions, and the Seller and City by their signature to this Agreement agree upon the following terms and joint escrow instructions to Escrow Holder:

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, other than those which are acceptable to the City.

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 thirty (30) days after the date that Seller has 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 reasonable times, with a minimum of 48 hours advance notice to Seller, 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 4-10 of the title report dated August 14, 2024, issued by Fidelity National Title Company, order no. FFOM-2012201032-VB.
- 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 up to the date of the Close of Escrow. 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 damage 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 (10) percent 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 and all other fees charged by the escrow company (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 40 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.
9. **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 Sixty (60) days after 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.
10. **No Leases.** The Seller hereby represents that there is no lease agreement, rental agreement or other agreement binding the Subject Property.
11. **Relocation.** The City recognizes its responsibility for consideration of relocation assistance pursuant to the terms of the Uniform Relocation Act. 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.
12. **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 Golden 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:	Arthur and Patricia Velasquez 7903 S. Fruit Avenue Fresno, CA 93706-9793 Telephone: (559) 485-1608
TO CITY:	CITY OF FRESNO Attention: Capital Projects Director 747 R Street, 2 nd Floor Fresno, CA 93721 Telephone: (559) 621-8880
TO ESCROW HOLDER:	FIDELITY NATIONAL TITLE COMPANY Attention: Valerie Budzik 7475 North Palm Avenue, Suite 107 Fresno, CA 93711 Telephone: (559) 431-8050

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.

13. 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. **Compliance with Laws.** The Parties shall implement this Agreement in accordance with all applicable Federal, State and City laws, ordinances and codes. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties shall 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. Parts 21 and 28 C.F.R. Section 50.3.

Further, 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.

- d. **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.
- e. **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.
- f. **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.
- g. **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.
- h. **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.
- i. **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.
- j. **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.
- k. **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.
- l. **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.

14. **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.

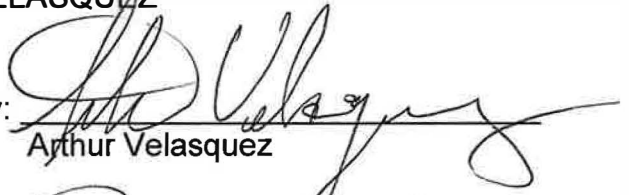
[SIGNATURES FOLLOW ON THE NEXT PAGE]

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

ARTHUR VELASQUEZ AND PATRICIA
VELASQUEZ

By: _____
Randall W. Morrison, PE Date
Capital Projects Director

By: 
Arthur Velasquez

RECOMMENDED FOR APPROVAL:

By: 
Patricia Velasquez

By:  9.23.24
Nancy Bruno Date
Supervising Real Estate Agent

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  9/27/24
Kelsey Seib Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date
Deputy

Attachments:
Exhibit A – Legal Description
Exhibit B – Improvements Pertaining to the Realty

EXHIBIT "A"
Legal Description

APN 451-071-17 and 34
Grant Deed

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

All that portion of Lot 8 of Salinger Tract, according to the map thereof recorded September 18, 1883, in Book 2 Page 13 of Plats, in the office of the Fresno County Recorder, described as follows: Beginning at the Northwest corner of said Lot 8 and running thence East along the North line thereof 167 feet; thence South parallel to the West line of said Lot, 145.16 feet; thence Southeasterly 25.4 feet to a point on the line parallel to and 167 feet South of the North line of said Lot, which point is 141 feet West of the East line of the West 321 feet of said Lot, thence East parallel to the North line of said Lot, 141 feet to the East line of the West 321 feet of said Lot; thence South along the East line of the West 321 feet of said Lot, a distance of 102 feet to the true point of beginning of the herein described property; thence continuing South along the East line of the West 321 feet of said Lot 8 to a point which is 326 feet North of a point which is 351 feet East of the Southwest corner of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 34, Township 13 South, Range 20 East, Mount Diablo Base and Meridian; thence West 46.5 feet; thence South 26 feet; thence West 63.5 feet; thence South 4 feet; thence West to the Southeast corner of the land conveyed to Minnie M. Johnson, by deed dated February 19, 1927 and recorded March 1, 1927 in Book 760 Page 411 of Official Records; thence North along the East line of said parcel of land conveyed to Minnie M. Johnson by the Deed above mentioned, to the Northeast corner thereof; thence West parallel to the North line of said Lot 8 to a point 33.8 feet East of the West line of Section 34, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, and 15 feet Northeasterly at right angles from the Northeasterly line of the right of way of the Atchison, Topeka & Santa Fe Railway; thence Northwesterly parallel with said right of way line 7.2 feet to the West line of said Lot 8; thence North along said West line to a point which is 269 feet South of the Northwest corner of said Lot 8; thence East parallel to the North line of said Lot 8 to the Southwest corner of that certain parcel of land conveyed to A.G. Beck et ux. by deed dated February 15, 1961 and recorded March 31, 1961 in Book 4533 Page 621 of Official Records as Instrument No. 24707; thence continuing East along the South line of the property conveyed to A.G. Beck et ux. a distance of 121 feet to the true point of beginning;

Excepting therefrom that portion of said property heretofore deeded to the State of California for highway purposes by deed dated April 25, 1951, and recorded May 29, 1951, in Book 3023 Page 92 of Official Records. Document No. 31160.

Also excepting therefrom any portion thereof which lies within the following described property: A 17 foot strip of land lying equally on each side of the following described line in Lot 8 of Salinger Tract, according to the map thereof recorded September 18, 1883, in Book 2 Page 13 of Plats, in the office of the Fresno County Recorder, in the Northwest quarter of Section 34, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, commencing at a point in the East line of Blackstone Avenue distant 11.23 feet more or less South from the South line of McKinley Avenue; thence Southeasterly on a 15°

EXHIBIT "A"
Legal Description
(continued)

tangent 86.1 feet more or less to a point distant 226.00 feet more or less Easterly from the East line of said Blackstone Avenue.

PARCEL 2:

A 17 foot strip of land lying equally on each side of the following described line in Lot 8 of Salinger Tract, according to the map thereof recorded September 18, 1883, in Book 2 Page 13 of Plats, in the office of the County Recorder of said County, in the Northwest quarter of Section 34, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, commencing at a point in the East line of Blackstone Avenue distant 11.23 feet more or less South from the South line of McKinley Avenue; thence Southeasterly on a 15° curve concave Southwesterly 435.42 feet more or less to a point; thence South on a tangent 86.1 feet more or less to a point distant 226.00 feet more or less Easterly from the East line of said Blackstone Avenue.

Excepting therefrom all that portion thereof which lies North and Northwesterly of the South line of that certain Parcel of land conveyed to A.G. Beck et ux by deed dated February 15, 1961, and recorded March 31, 1961, in Book 4533, Page 621. of Official Records as Instrument No. 24707. said line also being the North line of Parcel 1 hereinabove described.

PARCEL 3:

Portion of the Northwest quarter of Lot 8 of the Salinger Tract, in the City of Fresno, County of Fresno, State of California, as per Map recorded in Book 2 Page 13. of Plats, in the Office of the County Recorder of said County, described as follows:

Beginning at a point 33.8 feet East of a point in the center line of Blackstone Avenue distant 318.1 feet, Southerly, from the intersection of said center line of Blackstone Avenue with the center line of Mc Kinley Avenue; thence East 195.5 feet; thence Southerly 50 feet to a point 300 feet North of the South line of the Northwest quarter of the Northwest quarter of Section 34, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, thence West 160 feet, more or less to the Northeasterly right of way line of the Atchison, Topeka & Santa Fe Railway Company; thence Northwesterly along said line 60 feet to the point of beginning.

Except that portion conveyed to the State of California by deed recorded July 10, 1944, in Book 2181. Page 454. of Official Records, being all of said land lying Westerly of a line parallel to and 70 feet Easterly from the West line of Section 34, Township 13 South, Range 20 East, Mount Diablo Base and Meridian, according to the Official Plat thereof.



EXHIBIT B

ART'S AUTO BODY & PAINT SHOP		
IMPROVEMENTS PERTAINING TO THE REALTY		
EFFECTIVE DATE OF VALUE - JULY 12, 2022		
Item No.	Qty.	Description
1	207	Linear feet of perimeter fencing, 8' high, tubular metal frame, spike top, including sliding gate, 20' wide, sliding
2	1	Pole sign, 8' x 5', dual-sided, illuminated, metal frame, plastic fascia, "Arts Auto Body & Paint", pole-mounted, metal, 4" x 3", 8' high, cement mounted
3	135	Linear feet of compressed air piping, 1" diameter, steel (estimate)
4	70	Square feet of window security gate, tubular metal, wall-mounted
5	1	Sign, 6' x 2', metal, "Collision Repair Center", wall-mounted
6	2	Security doors, 30" x 81", tubular metal frame, mesh wire backing
7	1	Awning, 50" x 3', plastic, wall-mounted
8	1	Sign, 2' x 6", metal, "Office", wall-mounted
9	5	Linear feet of wall shelving, 12" deep, laminate
10	9	Linear feet of closet shelving, 24" deep, laminate 3-tier
11	2	Linear feet of wall shelving, 12" deep, laminate
12	22	Linear feet of wall shelving/ dining countertop, 11" deep, wood
13	1	Ceiling fan, 4' diameter, 3 lighting fixtures
14	6	Linear feet of wall cabinet, 3' high x 12" deep, laminate, glass display 4 inner tiers
15	1	Through-wall air conditioning unit, GE, model no. not available, 30" x 19"
16	1	Security system, consisting of:

ART'S AUTO BODY & PAINT SHOP		
IMPROVEMENTS PERTAINING TO THE REALTY		
EFFECTIVE DATE OF VALUE - JULY 12, 2022		
Item No.	Qty.	Description
		1 DVR, manufacturer and model no. not available, 4K Ultra HD DVR
		1 Keypad, Honeywell
		1 Door contact
		2 Electric door chimes
		4 Security cameras, manufacturer and model no. not available
17	12	Linear feet of built-in countertop, 33" deep, wood, wall-mounted, wood supports
18	1	Window security bar, 73" x 4', tubular metal
19	1	Built-in workbench, 90" x 24", wood top and wall
20	1	Alarm system, Honeywell, consisting of:
		1 Control panel
		1 Code pad
		1 Door contact
		4 Motion sensors
		5 Roll-up door contacts
21	1	Wall shelf, 6' x 12", wood, with wall supports
22	1	Wall cabinet, 37" x 35" x 12", wood, 3-tier
23		Square feet of pegboard wall tool mounts, wood frame
24	1	Built-in workbench, 126" x 18", wood construction, 1 under tier
25	2	Wall shelves, 10' x 6", with wall brackets
26	1	In-ground automotive lift, Western Lift, Model: RLA, 8,000 lb. capacity, single post, hydraulic
27	1	Lot of installation and setup for dual post lift, including floor bolting, electrical and air
28	25	Anchor chains for frame straightening, 3" diameter, concrete recessed

ART'S AUTO BODY & PAINT SHOP		
IMPROVEMENTS PERTAINING TO THE REALTY		
EFFECTIVE DATE OF VALUE - JULY 12, 2022		
Item No.	Qty.	Description
29	1	Sign, 10' x 4', sheet metal, painted letters, "Art's Auto Body & Paint", wall-bolted
30	1	Air compressor canopy, 24' x 8' x 78", wood construction and roof, 3 tubular metal upright supports, 3" diameter, lean-to type
31	1	Safety switch for air compressor, Well-Guard, 30 amp, 60 HP, 240V
32	1	Supplemental outlet for air compressor, 240V
		TOTAL IMPROVEMENTS PERTAINING
		TO THE REALTY