

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

**APNs: 451-071-07, 451-071-08, 451-071-09, 451-071-10,  
451-071-23, 451-071-25, 451-071-38**

**BLACKSTONE & MCKINLEY BNSF GRADE SEPARATION PROJECT  
CITY PROJECT NUMBER: PW00937**

This Agreement for Purchase and Sale of Real Property (the "Agreement") is entered into by and between ROCKING RAIL LLC, a California limited liability company (the "Seller") and the CITY OF FRESNO, a California municipal corporation (the "City") (collectively referred to as the "Parties").

**RECITALS**

- A. The Seller is the owner of approximately 3 acres of land located in the City of Fresno known as Assessor's Parcel Numbers ("APN's") 451-071-07, 451-071-08, 451-071-09, 451-071-10, 451-071-23, 451-071-25, 451-071-38 (the "Subject Property").
- B. The City desires to purchase a portion of the Subject Property that is comprised of APNs 451-071-25 and 451-071-38 for the Blackstone McKinley BNSF Grade Separation Project (the "Project").
- C. The City requires said portion of 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 said portion of the Subject Property pursuant to CCP 1240.010.
- D. The Seller made claim that all of the Seller's contiguous commonly owned parcels are operated as a single business unit and therefore, claims the remainder parcels would be uneconomic to the Seller, and seeks to sell all of the Subject Property to the City.
- E. The City agrees to purchase from the Seller and the Seller wishes to sell to the 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 identified by the Fresno County Assessor as APNs 451-071-07, 451-071-08, 451-071-09, 451-071-10, 451-071-23, 451-071-25, and 451-071-38, located at 1538 North Blackstone Avenue and 1815 East Home Avenue in the City of Fresno, County of Fresno, State of California, being approximately collectively 3 acres in size, and includes all improvements located thereon, and all rights, privileges, and appurtenances including any permits and easements. The Legal Descriptions for the Subject Property are attached hereto as Exhibits "A-1," "A-2," "A-3," "A-4," "A-5," "A-6," and "A-7," and are incorporated herein by reference.
- 2. **Fee Title.** The Seller shall grant the Subject Property to the City in fee, including all improvements located thereon, free and clear of all liens, encumbrances,

assessments, easements, occupancies, leases, taxes, and restrictions of record except as set forth in this Agreement.

3. **Purchase Price.** The City shall pay the Seller **FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,500,000)** (the "Purchase Price") for the Subject Property, which includes full and complete compensation for the real estate and all real property improvements located on the Subject Property. The Seller understands and agrees that the Purchase Price includes full and complete compensation and settlement of all of the Seller's claims with regard to the sale of the Subject Property, including the value of the real estate, all appurtenances located thereon, and the loss, replacement, and moving of any improvements. City and Seller understand and agree that the Purchase Price does not include compensation for the business assets, which the City will purchase under a separate agreement with Jet Black Logistics, Inc.
4. **Waiver.** The Seller hereby waives and forever releases and discharges the City and its respective officials, officers, directors, consultants and employees from any and all claims, demands, causes of action, obligations, and liabilities of every kind and nature which relate to the City's acquisition of the interests conveyed to the City per the terms and provisions of this Agreement, including but not limited to pre-condemnation damage claims. It is further understood and agreed that each party hereby waives any and all rights under Section 1542 of the Civil Code of the State of California which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
5. **Effective Date.** The Effective date of this Agreement shall be upon its duly authorized execution by the City.
6. **Right to Sell.** The Seller represents and warrants that it holds fee title to the Subject Property being transferred to the City as part of this Agreement, that all such property is free of all liens and encumbrances, and that it has the authority to enter into this Agreement. The Seller agrees to hold the City harmless and reimburse the City for any and all losses and expenses incurred by the City by reason of any conflicting ownership or occupancy claims made against the Subject Property held by any tenant of the Seller.
7. **Condemnation.** The 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 the Sellers. The Sellers waive all other defenses in said proceeding.

8. **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 (more particularly defined in 9i below).
9. **Escrow Instructions.** The sale shall be completed through an 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 the City by their signature to this Agreement agree upon the following terms and joint escrow instructions to the Escrow Holder:

- a. **Purchase Price.** The 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. The Escrow Holder will forward to both the City and the 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 the Seller's cost to clear title, if any, may be made to the Seller only when the Escrow Holder possesses and is in a position to deliver to the City a fully executed and acknowledged and recorded Grant 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 the 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.** The City shall have the right to examine the feasibility of the Subject Property for a period of up to forty-five (45) days after the Parties have executed this Agreement (the "Feasibility Period"). The 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 the Escrow Holder and the Seller.

- i. **Access.** The 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 the City elects to have performed, upon reasonable notice to the Seller. The City agrees to indemnify and hold the Seller free and harmless from any and all liability, loss, cost, damage, or expense that the Seller may sustain

or incur by reason of or in connection with such entry, studies, inspections, evaluations, tests, or surveys conducted by the City during the Feasibility Period.

- ii. **Feasibility Package.** The Seller shall deliver to the 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 the 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. 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 Agreement terms and provides written notice to the 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 the 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 documents deposited into Escrow shall be immediately returned to the depositing party by the Escrow Holder, without the need for further instruction, notice, or demand from either party.
- c. **Conveyance of Title.** The Seller shall convey by Grant Deed to the 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 4-9 of the title reported dated October 16, 2024, issued by Fidelity National Title Company, order no. FFOM-2012401786; Items number 4-12 of the title report dated October 16, 2024, issued by Fidelity National Title Company, order no. FFOM-2012203667; Items number 4-11 of the title report dated October 16, 2024, issued by Fidelity National Title Company, order no. FFOM-2012401790; Items number 3-8 of the title report dated October 16, 2024, issued by Fidelity National Title Company, order no. FFOM-



2012401788; Items number 4-9 of the title report dated October 16, 2024, issued by Fidelity National Title Company, order no. FFOM-2012401787; Items number 4-11 of the title report dated October 16, 2024, issued by Fidelity National Title Company, order no. FFOM-2012203668; and Items 4-11 of the title report dated October 16, 2024, issued by Fidelity National Title Company, order no. FFOM-2012401789.

- iv. Other items that may be approved by the City in writing prior to the Close of Escrow.
- d. **Defects in Title.** The City reserves the right to accept title to the Subject Property subject to certain defects in any or all matters of record title. In consideration for the Seller receiving the Purchase Price, 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 the Seller shall be responsible for the payment of all taxes, penalties, redemptions, lien clearances, and costs allocable to the Subject Property and all fixtures and equipment being transferred to the City as a part of this Agreement.
- 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 the Seller's until title passes to the City at the Close of Escrow. In the event any of the improvements on the Subject Property are destroyed or damaged prior to the 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. The City shall select an appraiser therefor, and if the Seller does not agree to such appraiser, the 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, the City shall have the right to cancel the escrow, terminate this Agreement, and recover any and all amounts paid to the Seller or to the Escrow Holder on account of the Purchase Price of the Subject Property. The Seller agrees to maintain any existing fire and/or casualty insurance on the Subject Property in force until the Close of Escrow.
- g. **Costs.** The escrow fee, cost of policy of title insurance, any real property 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.** The Close of Escrow for the purchase and sale of the Subject Property shall occur no later than 60 days from the expiration or waiver of the Feasibility Period. The following Conditions of Sale must be met prior to Close of Escrow:
  - i. The City's approval of contents of preliminary title report and exceptions,
  - ii. The City's approval of any engineering reports,
  - iii. No pending litigation against the Subject Property and no notices of violation of law,
  - iv. The City's approval of physical inspection of the Subject Property,
  - v. The 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 the City,
  - vii. The Escrow Holder is in possession of a good and sufficient Grant Deed, duly executed by the Seller, and
  - viii. The Escrow Holder is in possession of a good and sufficient Bill of Sale and legal title transfer documents for all business fixtures and equipment.
  - ix. Tenant(s) and Tenant's personal property occupying the Subject Property shall be vacated prior to the Close of Escrow.
- 10. **Possession.** Full possession of the Subject Property, real property improvements and appurtenances located thereon shall be delivered to the City by the Seller at the Close of Escrow.
- 11. **Leases.** Not later than five (5) days after the full execution and delivery of this Agreement, the Seller shall deliver or make available to the City a true, correct, and complete copy of each lease, rental agreement, or other contract affecting the possession and use of the Subject Property. The Seller agrees to execute a complete, current, and correct statement of leases, rental agreements or other contracts on a form furnished to the Seller and deliver same to the City within fifteen (15) days hereof with copies of any written leases and rental agreements attached. All security deposits shall be credited to the 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 the City. The 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). The 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 the Seller further agrees to hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any such undisclosed tenancies.

12. **Relocation.** The City recognizes its responsibility for consideration of relocation assistance. If and to the extent that the 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.
13. **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:	Rocking Rail LLC Attn: Thomas Tarlton, Manager 3562 S. Elm Avenue Fresno, CA 93706 Telephone: (559) 647-2312
TO CITY:	CITY OF FRESNO Attention: Capital Projects Director 747 R Street, 2 <sup>nd</sup> 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.

14. **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. The 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. **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.
  - l. **Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged by email or electronic facsimile and any email or electronic facsimile exchange of a Party's signature shall be deemed to be an original signature for all purposes.
15. **Environmental Indemnity.** The 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, the 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 the Close of Escrow. 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 the 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. The Seller's obligation under this indemnity shall survive the Close of Escrow and the recording of the grant deed.

16. **Indemnity.** The Seller shall indemnify, hold harmless and defend the 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, the City, or any other third party, from the inability or failure to use any remaining portion of the property not sold by the Seller. Costs or losses covered will include, without limitation, consultants, engineering, surveyors, attorney's fees, litigation expenses, and costs to enforce this agreement.
17. 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

SELLER:  
Rocking Rail LLC, a California limited liability company

By: \_\_\_\_\_  
Georgeanne A. White                      Date  
City Manager

By: \_\_\_\_\_  
  
Thomas O. Tarlton  
Manager  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

RECOMMENDED FOR APPROVAL:

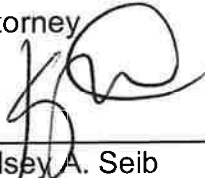
By: \_\_\_\_\_  
 12.18.24  
Nancy Bruno                                      Date  
Supervising Real Estate Agent

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

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

By: \_\_\_\_\_  
 12/19/24  
Kelsey A. Seib                                      Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

Attachments:  
Exhibits A-1, A-2, A-3, A-4, A-5, A-6, A-7 – Legal Descriptions of Subject Property

**EXHIBIT "A-1"**

APN 451-071-07  
Grant Deed to the City of Fresno

The land referred to herein below is situated in the City of Fresno, County of Fresno, State of California and is described as follows:

Lot 4 of Tract No. 1143, Mathews & De Haven Industrial Subdivision, in the City of Fresno, County of Fresno, State of California according to the map thereof recorded May 10, 1950 in Book 15 Page 11 of Plats, in the Office of the County Recorder of said County.





**EXHIBIT "A-2"**

APN 451-071-08  
Grant Deed to the City of Fresno

The land referred to herein below is situated in the City of Fresno, County of Fresno, State of California and is described as follows:

Lot 5 of Tract No. 1143, Mathews & De Haven Industrial Subdivision, in the City of Fresno, County of Fresno, State of California according to the map thereof recorded May 10, 1950 in Book 15 Page 11 of Plats, in the Office of the County Recorder of said County.



**EXHIBIT "A-3"**

APN 451-071-09  
Grant Deed to the City of Fresno

The land referred to herein below is situated in the City of Fresno, County of Fresno, State of California and is described as follows:

The East half of Lot 6 of Tract No. 1143, Mathews & De Haven Industrial Subdivision, according to the map thereof recorded May 10, 1950 in Book 15 Page 11 of Plats, in the Office of the County Recorder of said County.



**EXHIBIT "A-4"**

APN 451-071-10  
Grant Deed to the City of Fresno

The land referred to herein below is situated in the City of Fresno, County of Fresno, State of California and is described as follows:

The West half of Lot 6 of Tract No. 1143, Mathews & De Haven Industrial Subdivision, in the City of Fresno, County of Fresno, State of California according to the map thereof recorded May 10, 1950 in Book 15 Page 11 of Plats, in the Office of the County Recorder of said County.



**EXHIBIT "A-5"**

APN 451-071-23  
Grant Deed to the City of Fresno

The land referred to herein below is situated in the City of Fresno, County of Fresno, State of California and is described as follows:

The East half of the following described parcel of land:

That portion of the North half of Lot 8 of Salinger tract, in the City of Fresno, County of Fresno, State of California according to the map thereof recorded September 18, 1883, in Book 2, Page 13 of Maps, in the office of the county recorder of said county, more particularly described as follows:

The South 135 feet of the East 135 feet of the West 486 feet 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, according to the official plat thereof.



EXHIBIT "A-6"

APN 451-071-25  
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:

ALL THAT PORTION OF LOT 8 OF THE SALINGER TRACT IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED SEPTEMBER 18, 1883, IN BOOK 2, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE, SOUTH 89° 58' 03" EAST, 350.754 FEET, ALONG THE SOUTHERLY LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE, NORTH PARALLEL WITH THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 156.000 FEET TO THE TRUE POINT OF BEGINNING OF THIS PARCEL; THENCE, CONTINUING NORTH 170.000 FEET; THENCE, WEST 46.500 FEET; THENCE, SOUTH 26.00 FEET; THENCE, WEST 49.162 FEET TO POINT "A"; THENCE, CONTINUING WEST 14.338 FEET; THENCE, SOUTH 4.00 FEET; THENCE, WEST 10.754 FEET; THENCE, SOUTH 4.00 FEET; THENCE, WEST 160.00 FEET TO A POINT ON THE EASTERLY LINE OF BLACKSTONE AVENUE, SAID POINT BEING 70.00 FEET EAST AND 291.84 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE, SOUTH 32.334 FEET, ALONG THE EAST LINE OF BLACKSTONE AVENUE, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE A.T. & S.F. RAILWAY; THENCE, SOUTH 31° 50' 40" EAST, 122.032 FEET, ALONG SAID RIGHT OF WAY; THENCE, EAST 216.367 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL, BEING A 17 FOOT STRIP OF LAND LYING EQUALLY ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING, AT POINT "A" AS DESCRIBED ABOVE, SAID POINT OF BEGINNING BEING ON A CURVE WHOSE RADIAL BEARS SOUTH 86° 03' 18" WEST; THENCE, ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 383.065 FEET, THROUGH A CENTRAL ANGLE OF 3° 56' 42", AN ARC DISTANCE OF 26.375 FEET; THENCE, SOUTH 86.100 FEET, TO THE END OF SAID STRIP.



## EXHIBIT "A-7"

APN 451-071-38  
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: APN: 451-071-38 (PORTION OF)**

ALL THAT PORTION OF THE NORTHWEST QUARTER OF LOT 8 OF SALINGER TRACT IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED SEPTEMBER 18, 1883, IN BOOK 2, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD RIGHT OF WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 34, TOWNSHIP 13 SOUTH, RANGE 20 EAST MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING, AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, 291.33 FEET EAST OF THE WEST LINE OF SAID SECTION 34; RUNNING THENCE, WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34 A DISTANCE OF 59 FEET, TO THE INTERSECTION OF SAID LINE WITH THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD; THENCE, NORTHWESTERLY, ALONG THE EASTERLY LINE OF THE SAID RAILROAD RIGHT OF WAY, A DISTANCE OF 183.71 FEET; THENCE, EAST PARALLEL WITH SAID SOUTH LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 155.83 FEET; THENCE, SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 156 FEET TO THE POINT OF COMMENCEMENT. EXCEPTING THEREFROM, THE INTEREST CONVEYED IN A STRIP OF LAND 12 FEET WIDE LYING ALONG, PARALLEL WITH AND ADJACENT TO THE SOUTH SIDE OF SAID ABOVE DESCRIBED PARCEL OF LAND, HERETOFORE RESERVED AND DEDICATED AS A RIGHT OF WAY FOR A ROAD FOR THE USE AND BENEFIT OF THE ABOVE DESCRIBED LAND AND OTHER LAND BY A DEED RECORDED IN BOOK 154, PAGE 176, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF FRESNO COUNTY, AND BY A DEED FROM WILLIAM TURNER, ET UX, TO PACIFIC FRUIT EXCHANGE, A CORPORATION, RECORDED APRIL 24, 1912, IN BOOK 498, PAGE 373, OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF FRESNO COUNTY.

**PARCEL 2:**

A RIGHT OF WAY FOR A ROAD 9 FEET WIDE, LYING DIRECTLY EAST OF THE EAST BOUNDARY LINE OF PARCEL 6 AND PARALLEL AND CONTIGUOUS WITH SAID EASTERLY BOUNDARY LINE OF PARCEL 6, DESCRIBED HEREINABOVE, AS GRANTED IN THAT CERTAIN DEED FROM WILLIAM TURNER, ET UX., TO PACIFIC

FRUIT EXCHANGE, A CORPORATION, RECORDED APRIL 24, 1912, IN BOOK 498, PAGE 373 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 3: APN: 451-071-38 (PORTION OF)**

THE NORTH 56 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF LOT 8 OF SALINGER TRACT IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED SEPTEMBER 18, 1883, IN BOOK 2, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A POINT ON 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, DISTANT THEREON, 300.33 FEET EAST OF THE WEST LINE OF SAID SECTION 34; THENCE, NORTH 156 FEET; THENCE, EAST 50.5 FEET, PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE, SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 156 FEET; THENCE, WEST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 50.5 FEET TO THE POINT OF COMMENCEMENT.

**PARCEL 4: APN: 451-071-38 (PORTION OF)**

THAT PORTION OF THE NORTHWEST QUARTER OF LOT 8 OF SALINGER TRACT IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED SEPTEMBER 18, 1883, IN BOOK 2, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A POINT ON 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, A DISTANCE THEREON 300.33 FEET EAST OF THE WEST LINE OF SAID SECTION 34, AND RUNNING; THENCE, DUE NORTH 100 FEET; THENCE, EAST 50.5 FEET PARALLEL WITH SAID SOUTH LINE OF SAID NORTHWEST QUARTER OF NORTHWEST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 34; THENCE, SOUTH PARALLEL WITH THE WEST LINE OF SAID SECTION 34, 100 FEET; AND THENCE, WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, 50.5 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE NORTH 56 FEET THEREOF.

**PARCEL 5: APN: 451-071-38 (PORTION OF)**

THE WEST HALF OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE NORTH HALF OF LOT 8 OF SALINGER TRACT, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA ACCORDING TO THE



MAP THEREOF RECORDED SEPTEMBER 18, 1883, IN BOOK 2, PAGE 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 135 FEET OF THE EAST 135 FEET OF THE WEST 486 FEET 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, ACCORDING TO THE OFFICIAL PLAT THEREOF.

