

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY
AND ESCROW INSTRUCTIONS
Veterans Boulevard Project
PW00669**

Ramon and Cecilia Echeveste, Trustees hereinafter referred to as the "Sellers," without regard to number or gender, hereby offers to sell to the CITY OF FRESNO, a municipal corporation, hereinafter called the "City," the hereinafter described property is being purchased for a street easement on the following terms and conditions (the "Agreement").

1. All that real property which is the subject of this Agreement, and which is hereinafter for convenience referred to as the "Subject Property," is presently in fee simple title to that certain parcel of land situated in the City of Fresno, County of Fresno, State of California, more particularly described as Assessors' Parcel Number 504-081-16s. Further the "Subject Property," to be acquired as a permanent easement consists of 61,246 square feet or roughly 1.4060 acres and is depicted on Exhibit "A" & "B" which is hereby made part of this agreement by reference.

2. The purchase price for the Subject Property shall be the sum of ONE HUNDRED SIXTY EIGHT THOUSAND- FOUR HUNDRED TWENTY SEVEN DOLLARS (\$168,427.00) (hereafter, the "Purchase Price") as just compensation therefor.

3. Sellers acknowledge 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 Sellers hereunder shall be conclusively deemed to be the total just compensation payable in such proceedings, and this Agreement may be filed with the court as 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.

4. It is agreed and confirmed by the City and the Sellers 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 April 28, 2017, whichever occurs first. It is hereby agreed and confirmed by the City to the Sellers (and its respective successors-in-interest) that the balance of the property making up APN: 504-081-16s, which does not include the Subject Property (hereinafter, the "Remainder Property") shall continue to enjoy the future development rights of its current zoning of RM-1 (which permits development up to 16 units per acre) provided, however; that any planned development by the sellers (or its respective successors-in-interest) for RM-1 development shall be subject to the to the City's right to purchase the Remainder Property to be developed as a park, where any such development shall be paid by the City (and not the Sellers): provided, further; any such taking by the City of the Remainder Property for said park usage shall include just compensation to the Sellers(or its respective successors-in-interest) calculated at the just compensation value of the Remainder Property as RM-1 land (and not just compensation for land designated as a future park). The City represents and warrants that the City (nor its agents) shall take any action which will frustrate the purpose of this Section 4 of this Agreement.

5. Sellers represent and warrant that it has the authority to make the offer herein made and that they hold fee title to said real property and can convey the Subject Property free and clear of all liens, encumbrances, and restrictions of record upon review and approval of an updated title report.

6. The sale shall be completed through an external escrow to be opened at Fidelity National Title Company, Escrow No. FFOM-2011503819, located at 7485 North Palm Avenue #106, Fresno, CA 93711. Phone number is 559-431-8050. Bernadette Watson shall process the escrow. Said escrow shall be opened upon the following terms and conditions, and the Sellers and City by their signature to this Agreement make this paragraph their escrow instructions:

- a. The City shall deposit the sums specified in Paragraph 2 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company therefore.

- b. Payment of said sums, less Seller's cost to clear title, if any, may be made to Sellers only when 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 and when said escrow holder stands ready to issue to the City a standard title insurance policy guaranteeing a title to said property in the City free and clear of all liens, encumbrances, and restrictions of record.
 - c. It is understood that Sellers shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the subject property. It is further Sellers' responsibility to apply to the County Tax Collector for any refund or decrease in taxes which may be granted, if any.
 - d. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by the City. Sellers shall pay any cost to convey the title to the Subject Property in the condition described in 6.b above.
 - e. Disbursements of the purchase price to 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.
7. **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 in 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 costs associated legal expenses, if reasonable.
- 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 to the extent that there is a conflict.

- 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. 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 Sellers.

8. It is understood and agreed that as a condition precedent hereto, this Agreement shall have no force and effect until approved by the Council for the City of Fresno. This Agreement is to remain open for one hundred and twenty (120 days) from the date hereof, and that upon its duly authorized execution within said time by the City, this Agreement shall become a contract for the purchase and sale of Subject Property binding upon Sellers and City, their heirs, executors, administrators, successors in interest, and assigns.

This Agreement is executed by the City of Fresno by and through the Assistant Public Works Director or his designee of said City pursuant to authority granted by the Council of the City of Fresno on

SELLERS:

Ramon Echeveste and Cecilia Echeveste Trustees, a Trust Registered in this State Legal Entity

RECOMMENDED FOR APPROVAL:

BY: *Cathy Rodriguez*
Cathy Rodriguez
Senior Real Estate Agent
Date 2/14/17

BY: *Craig L. Hansen*
Craig L. Hansen
Supervising Real Estate Agent
Date 2/16/2017

SELLER'S SIGNATURE:

BY: DECEASED
Ramon Echeveste, Trustee
Date _____

BY: *Cecilia Echeveste*
Cecilia Echeveste, Trustee
Date 2/13/2017

CITY OF FRESNO

Date _____

Scott Mozier, Director
Department of Public Works

Address of Sellers:

1888 7th Street
Firebaugh, CA 93622
Phone # 559-284-2217

Address of City:
City of Fresno
Public Works Department
2600 Fresno Street, Room4019
Fresno, CA 93721-3623

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By *Seth Melata* 3/1/17
Deputy

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy
APN 504-081-16s