

**AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY AND ESCROW INSTRUCTIONS
APNs: 426-071-23T and 426-071-24
West Side of N. Wishon Avenue, Fresno, CA**

This Agreement for Purchase and Sale of Real Property (Agreement) is entered into by and between GARY D. CATRON and LESLIE D. CATRON, Trustees of the Catron Family Trust utta dated April 12, 2022 (collectively, Buyer) and the CITY OF FRESNO, a California municipal corporation (Seller or City).

RECITALS

- A. City owns fee title to that certain real property located on the west side of North Wishon Avenue, Assessor's Parcel Numbers (APNs 426-071-23T and 426-071-24)("Subject Property"), more particularly described in Exhibits "A-1" and A-2," and depicted on Exhibits "B-1" and "B-2," attached hereto and incorporated herein by reference.
- B. The Buyer has agreed to purchase the Subject Property as-is.
- C. City now wishes to sell the property to the Buyer and Buyer now wishes to purchase the Subject Property on 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, situated on the west side of North Wishon Avenue is comprised of two parcels of land, one described as 4561 N. Wishon Avenue, Fresno, California, and legally described as APN 426-071-23T, and the other parcel with no situs address, legally described as APN 426-071-24, in the City of Fresno, County of Fresno, State of California, being approximately a combined 0.09-acres in size (3,919 square feet), including any easements. A legal description of the Subject Property is described in Exhibits "A-1" and A-2," and depicted in Exhibits "B-1" and "B-2," attached hereto, and incorporated herein by reference.
- 2. **Fee Title.** Seller shall grant the Subject Property to Buyer in fee, free and clear of all liens, encumbrances, and restrictions of record.
- 3. **Purchase Price.** Buyer shall pay Seller FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the Purchase Price) 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.
- 6. **Escrow Instructions.** The sale shall be completed through an External Escrow

to be opened at First American Title Company (Escrow Holder) (Attn: Ann Kay, Escrow Officer). Said escrow shall be opened upon the following terms and conditions, and the Seller and Buyer by their signature to this Agreement agree upon the following terms and joint escrow instructions to Escrow Holder:

- a. **Deposits.** The Buyer shall deposit the sums specified in Paragraph 3 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company as follows:
 - i. **Initial Deposit.** Within five days of the Effective Date, Buyer shall deposit with Escrow Holder the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) (the Initial Deposit), which shall be considered non-refundable except in the event of Seller's breach upon expiration of the feasibility period. The Initial Deposit shall be applied to the Purchase Price at Close of Escrow.
 - ii. **Balance of Purchase Price.** Buyer shall pay the balance of the Purchase Price, less the Initial Deposit to Seller, 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 Buyer 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.
- b. **Feasibility Period.** Buyer shall have the right to examine the feasibility of the Subject Property for a period of 30 days after the parties have executed this Agreement (the Feasibility Period).
 - i. **Access.** Buyer 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 Buyer elects to have performed, upon reasonable notice to Seller. Buyer agrees to indemnify and hold Seller free and harmless from any and all liability, loss, cost, damage, or expense that Buyer may sustain or incur by reason of or in connection with such entry, studies, inspections, evaluations, tests, or surveys conducted by Buyer during the Feasibility Period. Buyer agrees not to conduct any removal of underground tanks prior to close of escrow.
 - ii. **Expiration of Feasibility Period.** If Buyer has not given notice of termination and cancellation on or before the expiration of the Feasibility Period, the Initial Deposit shall be non-refundable and released and paid to Seller by Escrow Holder on the next business day immediately following the expiration of the Feasibility Period without need for further instructions, notice, or demand from either party.

- iii. **Termination and Cancellation of Agreement.** If Buyer, 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, then the entire Initial Deposit, and any accrued interest thereon, shall be immediately refunded to Buyer by Escrow Holder without the need for further instruction, notice, or demand from either party.
- c. **Financial Liabilities.** It is understood that Buyer shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property.
- d. **Costs.** The parties shall each pay one half of the escrow fee; Seller shall provide Buyer with a CLTA policy of title insurance; recording fees (if any) shall be as customary in Fresno County; all other closing costs shall be paid by the Buyer; Buyer will pay any cost to convey the title to the Subject Property.
- e. **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.
- f. **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 of the Feasibility Period. The following Conditions of Sale must be met prior to Close of Escrow:
 - i. Buyer's approval of contents of preliminary title report and exceptions;
 - ii. No pending litigation against Subject Property and no notices of violation of law;
 - iii. Buyer's approval of physical inspection of the Subject Property;
 - iv. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City;
 - v. Escrow Holder is in possession of a good and sufficient grant deed, duly executed by Seller;
 - vi. Escrow Holder is in possession of a duly executed Affordable Housing Covenant in the form attached hereto as Exhibit C.
- 7. **Possession.** Sole and exclusive possession of the Subject Property shall be delivered to Buyer on the Closing Date, free of all claims from Seller or any third persons under leases or otherwise.
- 8. **Condition and Inspection of Subject Property.** Notwithstanding any other provision of this Agreement to the contrary, Seller has not expressly or impliedly made any representations, guaranties, promises, statements, assurances, or warranties of any kind concerning the Subject Property. Seller has not conducted any investigation regarding the condition of the Subject Property, and the Subject

Property is sold as-is, where-is, with all faults, and there is no warranty, express or implied, regarding the condition of the Subject Property. Buyer hereby represents and warrants that Buyer is relying solely upon, and as of the expiration of the Feasibility Period will have conducted its own independent inspection, investigation, and analysis of the Subject Property as it deems necessary or appropriate in so acquiring the Subject Property from the Seller.

9. **Affordable Housing Covenant.** The sample covenant/restriction attached herein as Exhibit C shall be used to record the affordability covenant required under Surplus Land Act pursuant to Government Code Sections 54233 and 54233.5.

10. **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:

CITY OF FRESNO
Attention: City Manager
2600 Fresno Street
Fresno, CA 93721
Telephone: (559) 621-8000

TO BUYER:

Gary D. Catron & Leslie D. Catron
4577 N. Wishon Avenue
Fresno, CA 93704
Telephone: (559) 229-4210

TO ESCROW HOLDER:

First American Title Company
3000 W. Main Street
Visalia, CA 93291
Attention: Ann Kay
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.

11. 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 City Manager 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 Buyer and the Seller.

[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

GARY D. CATRON and LESLIE D. CATRON, Trustees of the Catron Family Trust uita dated April 12, 2022

By: _____
Georgeanne A. White
City Manager

By: _____
[Signature]

Name: _____
Gary D. Catron

Title: _____
Trustee

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____ *[Signature]* 7/11/24
Kelsey A. Seib
Deputy City Attorney Date

By: _____
[Signature]

Name: _____
Leslie D. Catron

Title: _____
Trustee

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Attachments:

1. Exhibits "A-1" and "A-2," Legal Descriptions
2. Exhibits "B-1" and "B-2," Legal Depictions
3. Exhibit C - Affordable Housing Covenant

EXHIBIT "A-1"

APN 426-071-23T
Grant Deed from the City of Fresno

Real property in the unincorporated area of the County of Fresno, State of California, described as follows:

East half of Lot 158 Forkner Giffen Fig Gardens Subdivision No. 1, according to the Map thereof, filed September 16, 1919, in Volume 8 of Plats, at Page 89, in the Office of the County Recorder of said County.

EXCEPTING THEREFROM, that portion of the Land conveyed to Leslie D. Catron and Gary D. Catron, as described in Quitclaim Deed recorded June 14, 1990, as Instrument No. 90069012 of Official Records.

ALSO EXCEPTING THEREFROM that portion of the Land conveyed to City of Fresno, a Municipal Corporation, as described in Grant Deed recorded November 20, 1998, as Instrument No. 98169069 of Official Records.

ALSO EXCEPTING THEREFROM that portion of the Land conveyed to City of Fresno, a Municipal Corporation, as described in Grant Deed recorded November 20, 1998, as Instrument No. 98169071 of Official Records.

Containing an area of 2700.00 square feet, more or less.



2024-085
15-A-10491
PLAT: 1854
WM00001

EXHIBIT "A-2"

APN 426-071-24

Grant Deed from the City of Fresno

Real property in the unincorporated area of the County of Fresno, State of California, described as follows:

BEGINNING at the Southeast corner of Lot 158 of Forkner Giffen Fig Gardens Subdivision No. 1, according to the map thereof, recorded in Volume 8 of Plats, at Page 59, Fresno County Records, thence N 0°02'00" E, along the East line of said Lot 158, a distance of 20.33 feet; thence S 89°18'48" W, parallel with and 65.00 feet South of the North line of said Lot 158, a distance of 60.00 feet; thence S 0°02'00" W, parallel with and 60.00 feet West of the East line of said Lot 158, a distance of 20.33 feet to the South line of said Lot 158; thence N 89°18'48" E, along said South line a distance of 60.00 feet to the POINT OF BEGINNING.

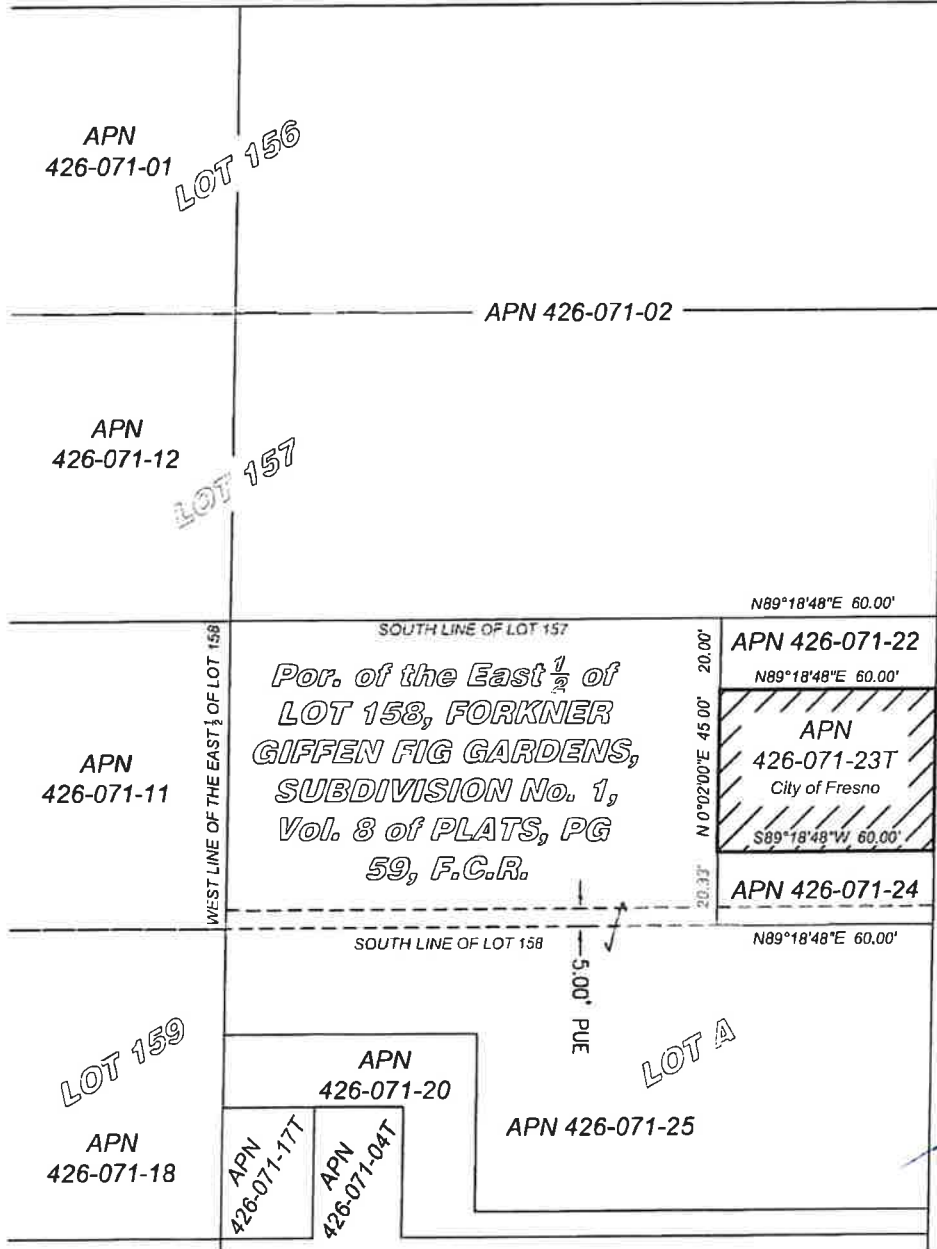
Containing an area of 1219.80 square feet, more or less.




2024-086
15-A-10492
PLAT: 1854
WM00001

EXHIBIT "B-1"

EAST GETTYSBURG AVENUE



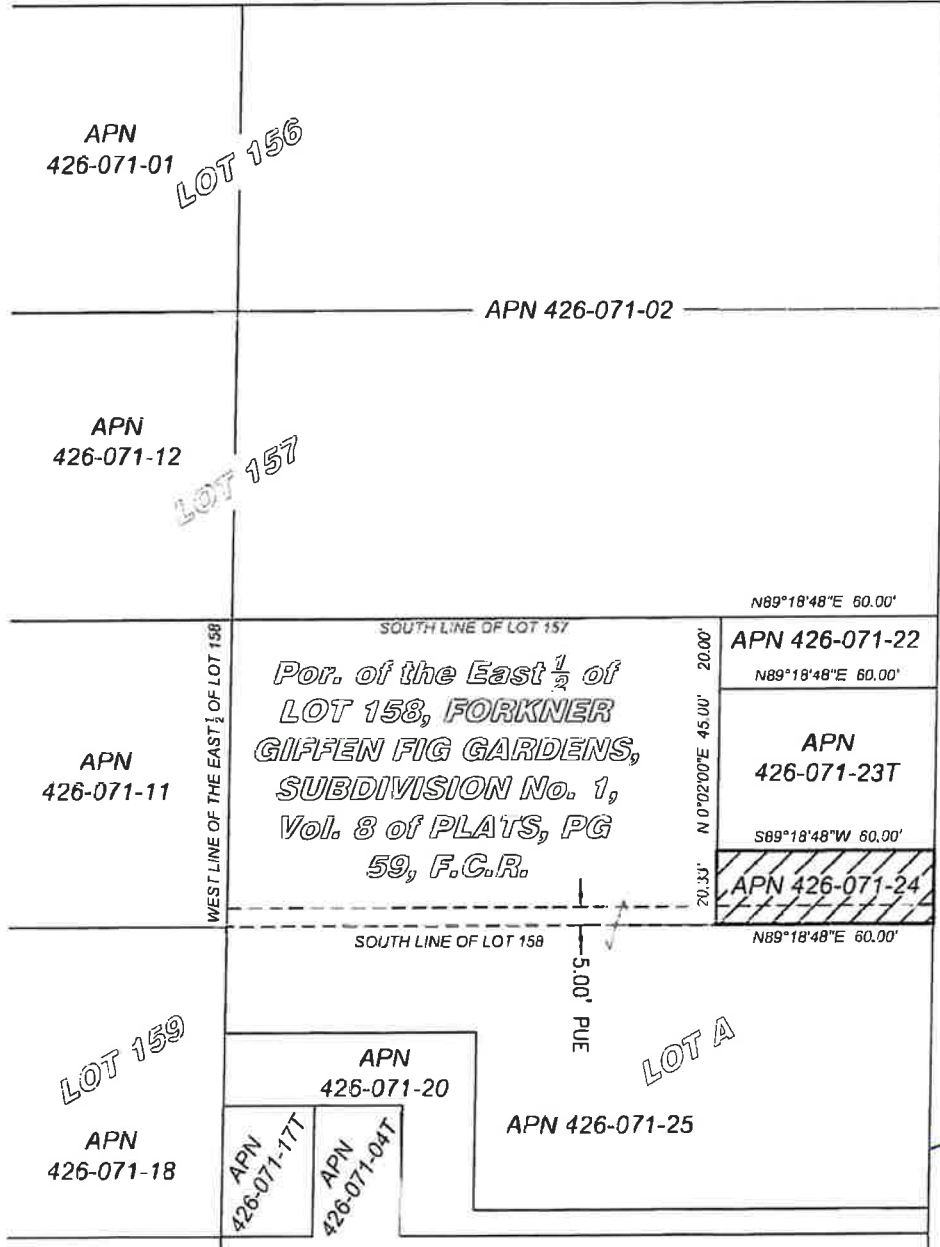
 INDICATES SURPLUS AREA TO BE GRANTED BY CITY OF FRESNO. 2,700 S.F. ±


REF. & REV. 2024-085 PLAT: 1854	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. WM00001 RES TYPE RA FUND NO 40101 ORG. NO. 411001
	THAT PORTION OF LAND LYING IN SECTION 16, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN TO BE GRANTED BY CITY OF FRESNO	DR. BY J.E.H. SHEET NO. 1 CH BY J.A.C. OF 1 SHEETS DATE MAY 28, 2024 SCALE 1" = 50'

15-A-10491

EXHIBIT "B-2"

EAST GETTYSBURG AVENUE



 INDICATES SURPLUS AREA TO BE GRANTED BY CITY OF FRESNO. 1,219.80 S.F. ±

REF. & REV. 2024-036 PLAT: 1854	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. WM00001 RES TYPE RA
	THAT PORTION OF LAND LYING IN SECTION 16, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN	FUND NO. 40101 ORG NO. 411001
TO BE GRANTED BY CITY OF FRESNO	DR. BY J.E.H. CH. BY J.A.C. DATE MAY 28, 2024 SCALE 1"=50'	SHEET NO. 1 OF 1 SHEETS 15-A-10492

Recording Requested By:
Capital Projects Department
City of Fresno
No Fee – Gov't Code Sections
6103 and 27383

When Recorded, Mail To:
Capital Projects Department
City of Fresno
747 R Street, Second Floor
Fresno, CA 93721

APN 426-071-23 and 426-071-24

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AFFORDABLE HOUSING COVENANT

THIS AFFORDABLE HOUSING COVENANT ("Covenant") is made and entered into this _____, by and between the CITY OF FRESNO, a municipal corporation ("City") and GARY D. CATRON and LESLIE D. CATRON, Trustees of the Catron Family Trust ut dated April 12, 2022, ("Buyer") and all successors and assigns, in accordance with the purchase of real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") in accordance with the California Surplus Land Act. (Government Code Sections 54220, et seq.)

RECITALS:

WHEREAS, If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

[SIGNATURES ON 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

GARY D. CATRON and LESLIE D.
CATRON, Trustees of the Catron Family
Trust u/t/a dated April 12, 2022

By: _____
Georgeanne A. White
City Manager

By: _____
Name: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: _____

By: _____
Kelsey A. Seib
Deputy City Attorney

Date

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

Title: _____

By: _____
Deputy

Date

EXHIBIT "C"