

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS
BLACKSTONE MCKINLEY BNSF GRADE SEPARATION PROJECT
CITY PROJECT NUMBER: PW00937**

This Agreement for Purchase and Sale of Real Property (the "Agreement") is entered into effective _____, by and between JOSEPH E. ALANIS, Trustee of THE JOSEPH E. ALANIS REVOCABLE TRUST dated April 8, 2009 (the "Seller") and the CITY OF FRESNO, a California municipal corporation (the "City") (collectively referred to as the "Parties").

RECITALS

- A. Seller is the owner of an approximately 0.43 +/-acre (18,730 +/- square feet) parcel, located in the City of Fresno known as Assessor's Parcel Number ("APN") 451-134-05
- B. City desires to purchase Seller's property more particularly defined in Section 1 below (the "Subject Property") for the Blackstone McKinley BNSF Grade Separation Project (the "Project").
- C. City requires the Subject Property for Project purposes, and for public use in accordance with Sections 21080.13(a) of the California Public Resource 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 is known as APN 451-134-05, and is located at 1497 North Blackstone Avenue, in the City of Fresno, County of Fresno, State of California, being approximately 0.43 +/- acres (18,730 +/- square feet) in size, which includes fixtures and improvements located on the property and all rights, privileges, and appurtenances including any permits and easements. The Subject Property is further described in Exhibit "A," attached hereto, and incorporated herein by reference.
- 2. **Fee Title.** Seller shall grant the Subject Property to City in fee, free and clear of all liens, monetary encumbrances, assessments, easements, leases, taxes, and restrictions of record except as described and permitted in this Agreement.

3. **Purchase Price.** City shall pay Seller **TWO MILLION TWENTY-SEVEN THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$2,027,950.00)** (the "Purchase Price") for the Subject Property. This amount includes full and complete compensation in the amount of TWO HUNDRED NINE THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$209,950.00) for the City's purchase of the Business Goods as listed on Exhibit "B," attached hereto and incorporated herein by reference, inclusive of all payments for Improvements Pertaining to Realty and business furniture, fixtures, and equipment pursuant to Article 3 of the California Code of Civil Procedure §1263.210. Further, this Purchase Price includes full and complete compensation for business goodwill. For the avoidance of doubt, the Purchase Price does not include the replacement of the following fixture/personalty: one (1)) paint booth agreed to be reimbursed for cost and installation by City, subject to the Uniform Relocation Act, such rights are acknowledged and hereby reserved along with the relocation benefits described below.
4. **Effective Date.** The Effective date of this Agreement shall be the date that this Agreement is duly executed by City.
5. **Right to Sell.** Seller represents and warrants that it holds fee title to the Subject Property, that such property at the Closing shall free of all liens and monetary encumbrances, and that it has the authority to enter into this Agreement. Seller agrees to hold the City harmless and reimburse the City for any and all losses and expenses as to the Subject Property by reason of any 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, City may begin eminent domain proceedings to acquire such possession or title. The Parties agree and stipulate that the Purchase Price 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.
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 located on the Subject Property shall be forty-five (45) days after the Close of Escrow. In the event that Seller elects to remain in possession of the Subject Property after the Close of Escrow and in consideration continued occupancy of the Subject Property following the Close of Escrow, the Seller shall

credit the City \$1,000 per month (the "Rents"), a total of \$1,500 at the Close of Escrow. Possession to be delivered to the City no later than sixty (60) days following the close of escrow. Should possession be delivered sooner than 60 days following close of escrow, the City shall refund a prorated amount of Rents back to the Seller contingent upon the date of delivery. Should Seller's occupancy of the Subject Property exceed sixty (60) days following the close of escrow, then Seller shall pay the Rents to City, to be prorated dependent on the date Seller vacates the Subject Property and delivers the keys to the City.

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 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 and readily available funds through escrow, not later than the close of business on the day before the close of escrow (more particularly defined in Section i below). 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 (other than liens for non-delinquent taxes), monetary encumbrances, and restrictions of record except as described and permitted by this Agreement.

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 on the Subject Property, 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 60 days after the Parties have executed this Agreement (the "Feasibility Period"). City, in its sole and absolute discretion, shall have the authority to waive all, or any portion of

the Feasibility Period at any time prior to expiration of the Feasibility Period by providing written notice to Escrow Holder and Seller.

- i. **Access.** City shall have the right to access the Subject Property, at all times following execution of this Agreement by the Parties, for the purpose of conducting all studies, inspections, evaluations, invasive and non-invasive tests, or surveys of the Subject Property that City elects to have performed, upon reasonable notice to Seller. Invasive testing is required for the Subject Property and City shall provide reasonable notice to Seller to set up a mutually agreeable date to complete testing. City shall at its expense promptly repair any damages to the Subject Property occasioned the City or its consultants entry, testing, studies or inspections. 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 on the Subject Property within five days of execution of this Agreement. The following to the extent in Seller's actual possession shall be included as due diligence in the package:
 1. Any documents relating to special assessments or bonds assessed on the Subject Property,
 2. All known current litigation affecting the Subject Property,
 3. All environmental reports on the Subject Property,
 4. Copy of all fees paid over the past 36 months for remediation performed on or fines associated with the Subject Property, and
 5. All Plans and any history on repairs/maintenance of the Subject Property during the past 36 months.
- iii. **Expiration of Feasibility Period.** If City has not given notice to Seller of termination and cancellation on or before the expiration of the Feasibility Period, City shall be deemed to have approved feasibility, waived its right of termination/cancellation during the Feasibility Period and the Parties shall move forward with the Close of Escrow as set forth in section 8.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. If an agreement can't be reached between Seller and the City prior to the expiration of the Feasibility Period, this Agreement shall immediately terminate and the parties will have no further obligations under this Agreement except for those that expressly survive the termination hereof.

- 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 held by the Escrow Holder on the Subject Property shall be immediately returned 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 fee simple title to the Subject Property free and clear of all recorded liens, encumbrances, assessments, easements, leases, and taxes to the extent disapproved during title review as provided herein above, 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 4-7 of the title report dated October 7, 2024, issued by Fidelity National Title Company, Order Number FFOM-2012201035.
- 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 including those approved pursuant to c. above. At the Closing, the Title Company shall issue to City a CLTA standard coverage Owner's Policy of Title Insurance (the "Title Policy") with liability in the amount of the Purchase Price, showing fee title to the Property vested in Buyer, subject only to the preprinted standard exceptions in such Title Policy, exceptions approved by Buyer (including those set forth above), and non-delinquent real property taxes and special assessments, any exceptions arising from City's actions and any matters which would be identified by a survey or inspection of 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 real property taxes, tax penalties, redemptions, and costs allocable to the Subject Property assessed and prorated to 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.
- f. **Destruction or Loss prior to Close of Escrow.** The risk of damages to or loss of improvements due to fire or other cause shall be Seller's until fee 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 the Parties and the sale shall be completed at the original Purchase 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, notary fees and costs, cost of the policy of title insurance, transfer tax, recording fees (if any) and any other closing costs shall be paid by 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 20 days from the expiration or waiver of the Feasibility Period (the "Close of Escrow"). 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 outstanding notices of violation of law on the Subject Property,
 - iv. City's approval of physical inspection of the Subject Property during the Feasibility Period,
 - v. City's completion, approval, or waiver of the Feasibility Period condition,
 - vi. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City, and
 - vii. Escrow Holder is in possession of a good and sufficient grant deed, duly executed by Seller.
9. **Possession.** Full possession of the Subject Property (subject to the rights of the tenants under the leases and any other permitted exceptions) shall be delivered to City by Seller at Closing or by forty-five (45) days after the Close of Escrow at the election of Seller. The 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. **Leases.** Not later than five (5) days after the full execution and delivery of this Agreement, Seller shall deliver or make available to City a true, correct, and complete copy of each lease, rental agreement, or other contract affecting the possession and use of the Subject Property, if any. Seller agrees to execute a complete, current, and correct statement of leases, rental agreements or other contracts on a form furnished to Seller and deliver same to City within fifteen (15) days hereof with copies of any written leases and rental agreements attached. All security deposits shall be credited to City through escrow and all rents will be pro-rated as of the Close of Escrow on the basis of a thirty (30) day month consistent with that statement, subject to approval of City. Seller hereby warrants that the rental statement referred to shall include the terms of all rental agreements, tenancies, and leases currently in effect on the Property (written, unwritten, recorded, or unrecorded). Seller also warrants that there shall be no undisclosed tenancies, whether by oral or written leases on all or any portion of the Subject Property, and Seller further agrees to hold City harmless and reimburse City for

any and all of its losses and expenses occasioned by reason of any such undisclosed tenancies that remain in effect after the Closing.

11. **Relocation.** The City recognizes its responsibility for consideration of relocation assistance. If and to the extent that City's intended use of the Subject Property after the Close of Escrow results in the permanent or temporary displacement of persons (families, individuals, businesses, nonprofit, organizations, and farms) the Parties shall comply with all applicable local, State and federal statutes, including but not limited to Federal and State Relocation Assistance Acts, 42 U.S.C., Section 4601, et seq.; Government Code Section 7260, et. seq., and Federal and State implementing regulations. The City agrees to assist Seller with obtaining any necessary permits to reestablish in a new location, as permissible. Seller understands and acknowledges that obtaining permits to reestablish business in a new location is Seller's responsibility. Seller agrees to comply with the rules and regulations set forth by the City.
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:	Joseph E. Alanis, Trustee 1497 N. Blackstone Avenue Fresno, CA 93703 Telephone:(559) 485-8468
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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 N. 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. **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.

- I. **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.
14. **Environmental Indemnity.** To the Seller's actual knowledge during the period of their ownership of the Subject Property to Closing Date, there have been no disposals or releases of hazardous substances or hazardous materials, which means any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant in any existing and then applicable environmental laws, on, from, or under the Subject Property, and Owner has no actual knowledge of any disposal, release, or threatened release of hazardous substances or hazardous materials, on, from, or under the Subject Property which may have occurred prior to Owner taking title to the Property. Notwithstanding the above, the parties acknowledge and understand that the Property has been used for many years for automotive service and is located next to an operations railroad. 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.
 15. **Indemnity.** Seller shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property

damage) incurred by the City, Seller or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of Seller or any of officials, its employees, contractors, trustees or agents, or invitees, in the performance of this Agreement.

16. 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

JOSEPH E. ALANIS, as Trustee of The
Joseph E. Alanis Revocable Trust dated
April 8, 2009.

By: _____
Georgeanne A. White Date
City Manager

By:  2-28-25
Joseph E. Alanis Date
Trustee
TRUSTEE

RECOMMENDED FOR APPROVAL:

By:  3.3.25
Nancy Bruno Date
Supervising Real Estate Agent

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  3/3/25
Kelsey A. Seib Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date
Deputy

Attachments:

- 1. Exhibit A – Legal Description
- 2. Exhibit B - Improvements Pertaining to the Realty

EXHIBIT "A"
Legal Description

APN 451-134-05
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 451-134-05 (PORTION)

THE NORTH 70 FEET OF THE WEST 135 FEET OF THE EAST 175 FEET OF THE
NORTH 130 FEET OF LOT 16 OF FRESNO HEIGHTS HOMESTEAD TRACT,
ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 2, PAGE 39 OF PLATS,
FRESNO COUNTY RECORDS.

PARCEL 2: APN 451-134-05 (PORTION)

THAT PORTION OF LOT 16 OF FRESNO HEIGHTS HOMESTEAD TRACT, ACCORDING
TO THE MAP THEREOF RECORDED IN BOOK 2, PAGE 39 OF PLATS, FRESNO
COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT, DISTANT THEREON 175
FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG SAID
NORTH LINE 80 FEET; THENCE SOUTH 115 FEET; THENCE EAST PARALLEL TO THE
SAID NORTH LINE 80 FEET; THENCE NORTH 115 TO THE POINT OF BEGINNING.



**EXHIBIT B
GREENWAY AUTO BODY
IMPROVEMENTS PERTAINING TO THE
REALTY EFFECTIVE DATE OF VALUE -
AUGUST 8, 2022**

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
1	36	Linear feet of shelving, 12" deep, laminate	\$675	\$450	\$0
2	1	Split air conditioner, Samsung, Model no.: AR18TSFYBWKNCV	2,825	2,000	150
3	1	Sign, 8' x 4', metal cabinet, dual-sided, interior illuminated, molded plastic facias, "Greenway Auto Body", roof-mounted	12,450	8,700	0
4	250	Square feet of ceramic tile flooring, 8" x 8" tiles, in show room	7,375	5,150	0
5	2,535	Square feet of epoxy flooring	27,050	18,950	0
6	63	Linear feet of window security bars, 81" high, tubular metal	13,350	9,350	
7	2	Door security bars, 42" x 82", tubular metal	1,500	1,050	0
8	1	Through-wall air conditioning unit, GE, Model no.: AHE08AXLZ	750	550	50
9	139	Square feet of ceramic tile flooring, 12" x 12" tiles	4,100	2,850	0
10	11	Linear feet of built-in base cabinet, 3' high x 26" deep, laminate, 7-door, 7-drawer	2,650	1,850	0
11	12	Linear feet of built-in base cabinet, 37" high x 26" deep, laminate, 5-door, 5-drawer	2,900	2,050	0
12	8	Linear feet of wall shelving, 12" deep, laminate	150	100	0
13	13	Linear feet of wall cabinet, 30" high x 18" deep, laminate, 8-door	2,825	2,000	150
14	100	Linear feet of wall shelving, 12" deep, laminate, 10-tier	1,875	1,300	0
15	1	Lot of installation for 2 frame straighteners and 3 automotive lifts, including floor bolting, compressed air connection and electrical, frame straighteners not bolted to ground	4,800	3,350	0

EXHIBIT A
IMPROVEMENTS PERTAINING TO THE REALTY
GREENWAY AUTO BODY

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
16	3	Supplemental power outlets for machinery, 240V, including conduit runs	1,800	1,250	0
17	375	Linear feet of compressed air piping, 1.5" steel (estimate), including wall mounts and quick connects	17,475	12,250	1,000
18	1	Alarm system, DMP, consisting of: 1 Control panel 1 Code pad 6 Motion sensors 7 Roll-up door contacts 6 Door contacts	1,800	1,250	0
19	1	Natural gas heater, Modine, model no. not available, including 75 linear feet (estimate) of natural gas line, 2", steel	6,200	4,350	200
20	1	Swamp cooler, rooftop package, size not available	4,000	2,800	150
21	3	Bullhorns, single head, metal, wall-mounted, including wiring	550	400	45
22	1	Security swing gate, 59" x 6', tubular metal	1,000	700	0
23	50	Linear feet of natural gas line, 1.5" steel	1,800	1,250	0
24	8	Address letters, painted, 2 color, 5" high	200	150	0
25	8	"ENTRANCE" letters, painted, 2 color, 3 1/2" high	125	100	0
26	1	Window painted letters, painted, 1 color, consisting of: 34 12" high 61 7" high 38 4" to 5" high 38 Lineal feet of stripe, 1 1/2" high	4,500	3,050	0
27	1	Banner sign, 2' x 8', 1 color, "Body Tech Wanted Apply Here"	200	150	0

GREENWAY AUTO BODY
IMPROVEMENTS PERTAINING TO THE REALTY
EFFECTIVE DATE OF VALUE - AUGUST 8, 2022

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
28	96	Square feet of plywood sign, painted, 6 color, wall mounted, 3-4' x 8' panels, "Greenway Auto Body and Paint"	3,900	2,700	0
29	50	Square feet of plywood sign, painted, 3 color, wall mounted, 2-30" x 10' panels, "Minor to Major Body Repairs"	2,000	1,400	0
30	60	Square feet of plywood sign, painted, 3 color, wall mounted, 3-30" x 8' panels, "Laser Frame Measurements"	2,400	1,700	0
31	36	Square feet of plywood sign, painted, 2 color, wall mounted, 3-18" x 8' panels, "Insurance Work Welcome!"	1,600	1,150	0
32	32	Square feet of wooden sign, painted, 6 color, roof mounted, 4' x 8', "Greenway Auto Body and Paint"	1,400	1,000	0
33	24	Square feet of wooden sign, painted, 6 color, wall mounted, 3' x 8', "Greenway Auto Body and Paint"	1,100	750	0
34	8	Parking signs, steel, wall mounted, 18" x 12"	500	350	0
35	32	Square feet of plywood sign, painted, 4 color, wall mounted, 4' x 8', "Drive In Estimates"	1,400	1,000	0
36	280	Square feet of window security bars with mesh, steel, consisting of: 2 46" x 51" 4 62" x 82" 1 78" x 64" 2 Doors, 3' x 7' 1 Door, 5' x 6', with lockset	8,800	6,150	500
37	1,330	Square feet of canopy, steel framed, with corrugated steel roof, 19' x 70' x 13' high, with: 1 Floor sink, 12" x 12", and related piping under slab	43,200	28,050	0
38	1,210	Square feet of canopy, wood framed, with corrugated steel roof, 20' 6" x 59' x 10' 6" high, with: 59 Lineal feet of rain gutter	43,100	28,000	0

GREENWAY AUTO BODY
IMPROVEMENTS PERTAINING TO THE REALTY
EFFECTIVE DATE OF VALUE - AUGUST 8, 2022

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
		2 Fluorescent light fixtures, 8' long			
		2 Duplex outlets and wiring			
		2 Light switches and wiring			
		40 Lineal feet of framed stud wall, 10' high, sheeted			
39	148	Square feet of wooden storage shed, 10' 7" x 14' x 9' high, with: door, wood siding	2,600	1,850	150
40	2	Bullhorn speakers, with wiring, outside	300	200	20
41	3	Snap disconnects for compressed air piping	100	100	15
42	1	Automobile paint booth, prefabricated, galvanized steel, AFC Finishing Systems, model: ASA-2712, 27' x 16' x 10' high, with:	50,000	32,500	4,500
		8 Fluorescent light fixtures, 8' long			
		2 Front automobile doors			
		1 Side man door			
		1 Intake ducting, 36" diameter			
		1 Electrical service connection, 1" conduit & wiring			
		2 Circuit breakers 20 amp./1 pole			
		1 Circuit breaker 50 amp./2 pole			
		1 Compressed air piping connection, 1"			
43	1	Automobile paint booth, prefabricated, galvanized steel, AFC Finishing Systems, model: SDDP2814CSD, 28.5' x 16.5' x 10.7' high, with heater section, with:	61,500	49,200	6,000
		14 Fluorescent light fixtures, 8' long			
		2 Front automobile doors			
		1 Side man door			
		1 Intake ducting, 36" diameter			
		1 Inhaust ducting, 36" diameter, for heater section			
		1 Electrical service connection, 2" conduit & wiring			
		1 Electrical service connection, 3/4" conduit & wiring			
		1 Junction box			
		1 Electrical panel			
		1 Circuit breaker 100 amp./3 pole			
		1 Circuit breaker 80 amp./3 pole			
		2 Circuit breakers 20 amp./1 pole			
		1 Compressed air piping connection			
		8 Air spray nozzles, with ball valves, wall mounted			

GREENWAY AUTO BODY
 IMPROVEMENTS PERTAINING TO THE REALTY
 EFFECTIVE DATE OF VALUE - AUGUST 8, 2022

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
		1 Compressed air manifold, 1/2", w/3-water			
		1 Gas service connection, 1 1/4" pipe, w/shut off			
44	1	Air conditioner unit, GE, wall mounted, to office	600	350	80
45	8	Lineal feet of laminate shelving, 10" wide, track type	100	100	10
46	10.7	Lineal feet of base cabinet, wood, with laminate top	2,500	1,750	20
47	1	Ceiling fan, 5' diameter, electrical	300	200	10
48	3	CCTV camcras, exterior wall mounted, in waterproof housing, and:	1,200	850	120
		1 IR CCTV camera, exterior wall mounted			
		2 Signs, plastic, 12" x 12", "CCTV"			
49	1	Swamp cooler, roof mounted, with duck work, 24" x 24", in paint shop	2,600	1,850	150
50	2	Alarm boxes, 18" x 12" x 4", steel, wall mounted	400	300	0
51	1	Electrical panel, 125 amp./12 circuit, for shop equipment, with:	7,100	5,000	200
		8 Circuit breakers 20 amp./1 pole			
		2 Circuit breakers 20 amp./2 pole			
		1 Circuit breaker 40 amp./2 pole			
		11 Circuits of conduit and wiring			
52	1	Electrical service connections to air compressors and air dryer, with:	3,200	2,250	100
		1 Disconnect switch, 30 amp.			
		1 Disconnect switch, 60 amp.			
		1 Duplex outlet			
		45 Lineal feet of conduit and wiring, 1 1/4"			
		10 Lineal feet of conduit and wiring, 1" flex			
53	1	Lot of compressed air piping connecting air compressors and air dryer, consisting of:	4,100	2,850	150
		35 Lineal feet of galvanized steel piping, 1 1/2"			
		5 Lineal feet of galvanized steel piping, 2" diameter			

GREENWAY AUTO BODY
IMPROVEMENTS PERTAINING TO THE REALTY
EFFECTIVE DATE OF VALUE - AUGUST 8, 2022

Item No.	Qty.	Description	Replacement Cost New	Fair Market Value in Place	Forced Liquidation Value
	8	Ball valves, 1 1/2" diameter			
	1	Oil and water separator			
54	2	Laser reflectors for alarm system, Optex, with cable, wall mounted	500	300	40
55	2	Laser reflectors for alarm system, Optex, bollard mounted, with: 2 Bollards, 4' x 3 1/2" diameter	600	425	40
56	4	Hose bibs at spray booth and outside, with: 4 Hose hanger brackets, wall mounted	800	525	10
57	1	Space heater, ceiling mounted, gas, in body shop	2,000	1,375	200
58	1	Fluorescent light fixture, 4', chain suspended, in body shop	150	100	10
59	2	Snap nipples, with water separator, on compressed air piping, in body shop	300	200	30
60	5	Wall racks/hooks, for paint guns, steel, 2 and 3 prong	200	150	20
61	40	Lineal feet of wood shelving, 12" wide, wall mounted	600	425	10

TOTAL IMPROVEMENTS PERTAINING
TO THE REALTY

<u>\$376,075</u>	<u>\$262,500</u>	<u>\$14,130</u>
	\$209,950	

ALL IPR'S LISTED ABOVE WITH THE EXCEPTION OF #15 AND #43 TO BE PURCHASED BY THE CITY.

#15 = \$3350
#43 = \$49,200
= \$52,550

\$262,500 - \$52,550 = \$209,950

TOTAL PRICE OF IPR'S TO BE PURCHASED BY THE CITY
= \$209,950