

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

**Assessor's Parcel Number: 436-260-22  
3876 North Blackstone Avenue, Fresno, CA 93726**

This Agreement for Purchase and Sale of Real Property ("Agreement") is entered into by and between Fresno Mission Communities, Inc., a California non-profit corporation (the "Buyer") and the CITY OF FRESNO, a California municipal corporation (the "Seller" or "City").

**RECITALS**

- A. City owns fee title to that certain real property located at 3876 N. Blackstone Avenue, in the City of Fresno (the "Subject Property"), more particularly described in Exhibit "A," Legal Description, and Exhibit "B," Plat Map, attached hereto and incorporated herein by reference.
- B. The Buyer has agreed to purchase the Subject Property as-is for the facilitation and operation of permanent affordable housing. The Subject Property has been recently fully renovated by City and is being sold with an inventory of personal property. Close of Escrow shall not occur prior to the City issuing Occupancy Permits for the Subject Property.
- 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 is located at 3876 N. Blackstone Avenue, in the City of Fresno, County of Fresno, State of California, identified as Assessor's Parcel Number 436-260-22, which includes fixtures and improvements located on the property and all rights, privileges, and appurtenances, including any permits and easements. A legal description of the Subject Property is described in Exhibit "A", attached hereto. The Subject Property is being sold to Buyer with certain personal property attached hereto as Exhibit "C" (the "Personal Property"). Such Personal Property is being delivered to Buyer free and clear of any liens.
- 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 **TWO AND NO/100 DOLLARS (\$2.00)** (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 Fidelity National Title Company (the "Escrow Holder") (Attn: Valerie Budzik, 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 One Dollar and Zero Cents (\$1.00) (the "Deposit"), which shall be considered non-refundable except in the event of Seller's breach upon expiration of the Feasibility Period (more particularly defined in Section b below). The Deposit shall be applied to the Purchase Price at close of escrow (more particularly defined in Section f below).
    - ii. **Balance of Purchase Price.** Buyer shall pay the balance of the Purchase Price, less the 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 45 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 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.** The close of escrow for the purchase and sale of the Subject Property shall occur no later than twenty (20) days from the expiration of the Feasibility Period (the "Close of Escrow"). In the event of a delay out of the Parties' control, the Parties may agree in writing to extend the Close of Escrow. 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. City's issuance of Occupancy Permits for the Subject Property upon completion of the renovation;
  - v. Approval of this Agreement by the Buyer's Board of Directors;
  - vi. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City;
  - vii. Escrow Holder is in possession of a good and sufficient grant deed, duly executed by Seller;
  - viii. Escrow Holder is in possession of a duly executed Affordable

Housing Covenant in the form attached hereto as Exhibit "D".

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.** 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 except as expressly provided in this Agreement. 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. **Assignment of Warranties.** Notwithstanding Section 8 above, and to the extent available, at the Closing, Seller shall assign, transfer, and convey to Buyer, without recourse, all of Seller's rights, title, and interest in and to any and all construction warranties, guaranties, claims, and rights of action (the "Warranties") relating to the design, development, construction, or improvement of the Property, including but not limited to those provided by the general contractor, subcontractors, architects, engineers, and suppliers. City makes no representation or warranty as to the enforceability of any of the Warranties, and the Assignment is made without recourse to the City. The form of the Assignment of Warranties to be executed and delivered at Closing is attached hereto and incorporated by reference herein as Exhibit "E".
10. **Delivery of Documents.** At or prior to Closing, Seller shall deliver to Buyer, to the extent in Seller's possession or control, copies of all plans, specifications, engineering reports, soil reports, "as-built" drawings, permits, inspection reports, punch lists, and other construction documents and records relating to the improvements located on the Property ("Construction Documents"). Seller makes no representations or warranties regarding the accuracy or completeness of the Construction Documents, and they are provided to Buyer on an "AS-IS" basis.
11. **Affordable Housing Covenant.** The sample covenant/restriction attached herein and incorporated by reference as Exhibit "D" shall be used to record the affordability covenant required under Surplus Land Act pursuant to Government Code Sections 54233 and 54233.5.
12. **Reverter Right.** The parties acknowledge and agree that a material part of the consideration for Seller's agreeing to sell the Property on the terms and conditions set forth herein is that Buyer will operate the Property as Permanent Affordable Multi-Family Housing ("Building"); provided, however, that the Reverter Right described below shall be Seller's sole, exclusive recourse or remedy in the event Buyer elects not to operate the Property for the stated purpose, and nothing in this

Agreement shall be construed to require Buyer to operate the Property in any particular way or at all, or allow Seller to pursue any action for damages or specific performance in connection with the transactions contemplated by this Agreement. In order to ensure that Seller and the citizens of Fresno receive the benefit of such development, Seller shall have the right (the "Reverter Right") to require Buyer to reconvey to Seller the Property in accordance the provisions of this paragraph. The Reverter Right shall be incorporated into the Grant Deed for the Property and the conveyance of the Property shall be specifically subject to the Reverter Right.

- a. Following the Closing, Seller and Buyer intend that Buyer shall operate the Property as Permanent Affordable Multi-Family Housing.
  - i. The Reverter Right will terminate if Seller has not delivered written notice of its exercise thereof to Buyer on or before the date that is five (5) years following the Closing Date.
- b. In the event that Buyer is not operating the Property as Permanent Affordable Multi-Family Housing and Seller desires to exercise its Reverter Right, Seller shall deliver to Buyer a notice (the "Reverter Notice") stating the Seller's intent to exercise the Reverter Right. Upon receipt of a valid Reverter Notice, Buyer shall proceed with reasonable diligence to reconvey the Property to Seller for a purchase price of \$1.00, subject to the following terms and conditions:
  - i. Buyer shall pay all costs of title, escrow, transfers taxes and any other similar charges in connection with such reconveyance.
  - ii. Buyer shall be responsible for ensuring that all Personal Property is conveyed to Seller.

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:	CITY OF FRESNO Attention: City Manager 2600 Fresno Street Fresno, CA 93721  Telephone: (559) 621-8000
TO BUYER:	Fresno Mission Communities, Inc. Attention: Matthew Dildine 263 G Street Fresno, CA 93706 Telephone: (559) 268-0839
TO ESCROW HOLDER:	Fidelity National Title Company 7475 N. Palm Avenue, Suite 107 Fresno, CA 93711 Attention: Valerie Budzik 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. **Compliance Title VI.** The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, 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. Part 21 and 28 C.F.R. Section 50.3.
15. **Non-Discrimination.** 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.
16. **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.

- 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.



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

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: \_\_\_\_\_ Date \_\_\_\_\_  
Kelsey A. Seib  
Deputy City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk


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

BUYER,  
Fresno Mission Communities, Inc. a  
California Nonprofit Public Benefit  
Corporation

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

Name: Matthew Dildine

Title: CEO  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

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

Name: Nathan Freeland

Title: Chief Strategy Officer  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

Attachments:

1. Exhibit A - Legal Description
2. Exhibit B- Plat Map
3. Exhibit C – Personal Property
4. Exhibit D – Affordable Housing Covenant
5. Exhibit E – Assignment of Warranties

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno)

On June 19<sup>th</sup>, 2025 before me, Celest Renteria, Public Notary  
(insert name and title of the officer)

personally appeared Nathan Freeland,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

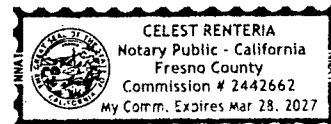
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Celest Renteria

(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Fresno)

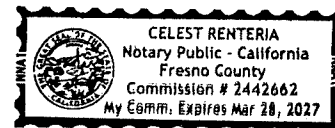
On June 19th, 2025 before me, Celest Renteria, Public Notary  
(insert name and title of the officer)

personally appeared Matthew Dildine,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Celest Renteria (Seal)



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

BUYER,  
Fresno Mission Communities, Inc. a  
California Nonprofit Public Benefit  
Corporation

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

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

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: \_\_\_\_\_  
Kelsey A. Seib  
Deputy City Attorney

6/19/25  
Date

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

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

ATTEST:  
TODD STERMER, MMC  
City Clerk

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

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

Date

Attachments:

1. Exhibit A - Legal Description
2. Exhibit B- Plat Map
3. Exhibit C – Personal Property
4. Exhibit D – Affordable Housing Covenant
5. Exhibit E – Assignment of Warranties

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL B OF PARCEL MAP NO. 74-18, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 12, PAGE 70 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

TOGETHER WITH AN EASEMENT FOR A MOTEL SIGN LOCATED WITHIN THE WESTERLY 12 FEET OF PARCEL "A" OF PARCEL MAP NO. 74-18, RECORDED APRIL 30, 1974 IN BOOK 12, PAGE 70 OF PARCEL MAPS, FRESNO COUNTY RECORDS. EXCEPTING HOWEVER FROM SAID EASEMENT THE RIGHT AND OPTION TO RELOCATE SAID SIGN TO ANY OTHER LOCATION WITHIN THE WEST 12 FEET OF SAID LAND.

APN: 436-260-22

# EXHIBIT B

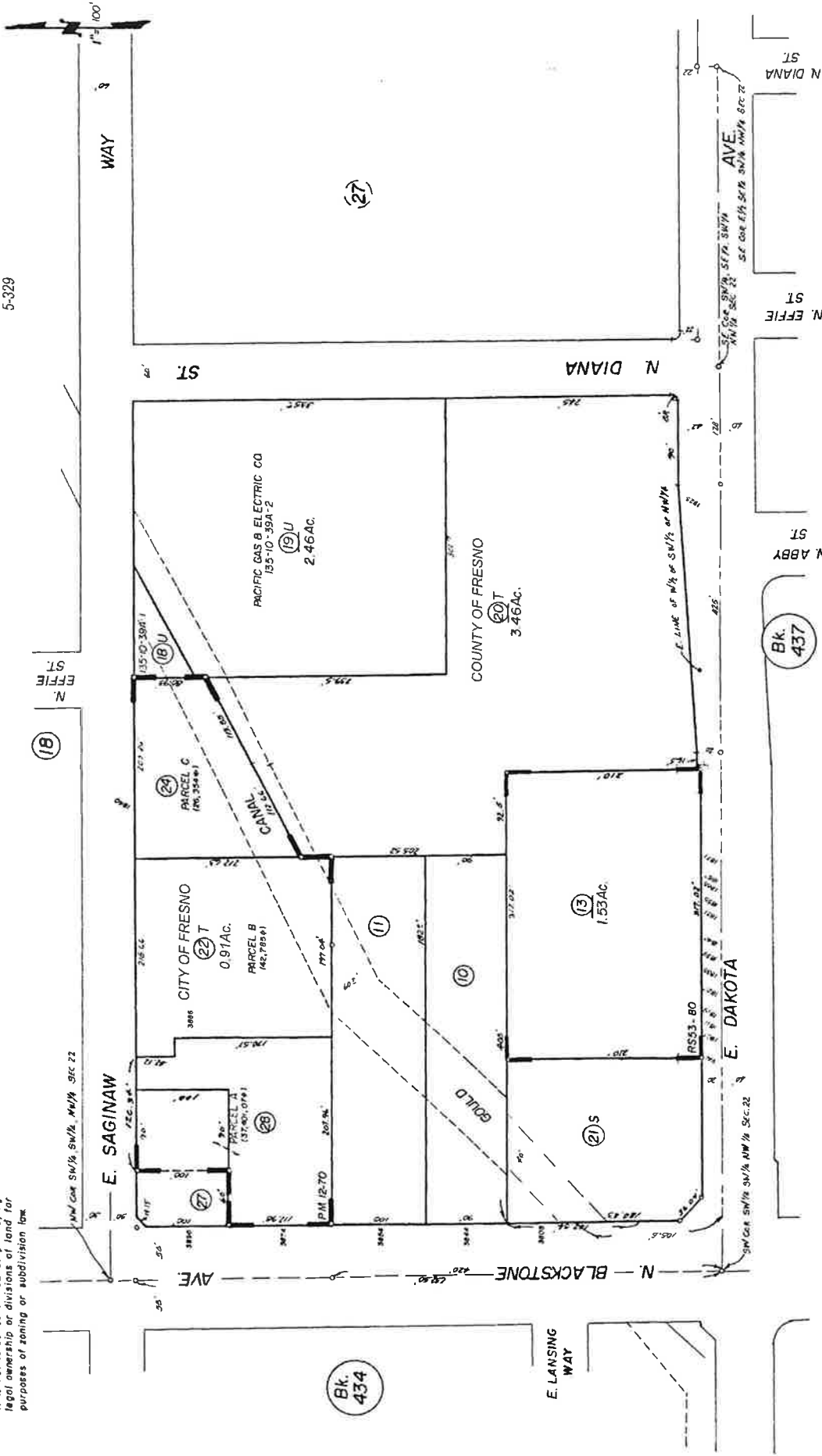
POR. SEC. 22, T.13S., R.20E., M.D.B. & M.

436-26

Tax Rate Area  
5-503  
5-329

\*\*\* NOTE \*\*\*

This map is for Assessment purposes only  
It is not to be construed as portraying  
legal ownership or divisions of land for  
purposes of zoning or subdivision law



Parcel Map No. 74-18 - Bk. 12, Pg. 70  
Record of Survey - Bk. 53, Pg. 80

Assessor's Map Bk. 436 - Pg. 26  
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

H 02/13/2024 MC 24R

Exhibit C  
PERSONAL PROPERTY

Unit Furniture:

- Queen Bed Frames(44)
- Queen Mattresses (44)
- Dining Tables (34)
- Dining Chairs (78)
- Drawers (44)
- Nightstands (44): \$2,860
- Bed Bug Covers (44): \$2,100
- Pillows (44): \$600
- Linens (44): \$3300
- Undercounter Fridge (1): \$640
- Microwave (1): \$250
- Coffeemaker (1): \$130
- Kitchen Trash Tubs (34): \$1,700
- Bathroom Trash Tubs (34): \$680

Exhibit D  
Affordable Housing Covenant

**Recording Requested By:**  
Planning and Development  
Department - City of Fresno  
No Fee – Gov't Code Sections  
6103 and 27383

**When Recorded, Mail To:**  
Planning and Development  
Department - City of Fresno  
2600 Fresno Street, Third Floor  
Fresno, CA 93721

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APN 436-260-22

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 Fresno Mission Communities, Inc., a California non-profit corporation ("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

Fresno Mission Communities, Inc.,  
A California non-profit corporation

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

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

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

Title: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: \_\_\_\_\_  
Kelsey A. Seib  
Deputy City Attorney

Date

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

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

Title: \_\_\_\_\_

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

Date

Exhibit E  
ASSIGNMENT OF WARRANTIES

This Assignment of Warranties (this "Assignment") is made as of the Closing Date, by and between the CITY OF FRESNO, a California municipal corporation ("Assignor") and Fresno Mission Communities, Inc., a California non-profit corporation ("Assignee").

RECITALS

A. Assignor is the current owner of the real property located at 3876 N. Blackstone Avenue, in the City of Fresno, County of Fresno, State of California, identified as Assessor's Parcel Number 436-260-22, which includes fixtures and improvements located on the property and all rights, privileges, and appurtenances, including any permits and easements (the "Property").

B. In connection with the design, development, and construction of improvements to the Property, certain warranties and guaranties were issued by various contractors, subcontractors, suppliers, engineers, architects, and other professionals, or may be provided by law (collectively, the "Warranties").

C. Assignor has agreed to assign to Assignee, to the extent available, all of Assignor's rights under such Warranties pursuant to that certain AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS dated \_\_\_\_\_, 2025 (the "Agreement").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, title, and interest in and to the Warranties, including the right to enforce the same, as they pertain to the Property.

**Assignor makes no representation or warranty as to the enforceability of any of the Warranties, and this Assignment is made without recourse to Assignor.**

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date first written above.

**ASSIGNOR:**

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

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

Title: \_\_\_\_\_

**ASSIGNEE:**

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

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

Title: \_\_\_\_\_