

**AGREEMENT FOR PURCHASE AND SALE OF REAL  
PROPERTY AND ESCROW INSTRUCTIONS  
Vacant portions of APN 505-080-21ST  
Fresno, CA**

This Agreement for Purchase and Sale of Real Property (Agreement) is entered into by and between ABBEY TRANSPORTATION SYSTEM, INC., a California corporation (Buyer) and the CITY OF FRESNO, a California municipal corporation (Seller or City).

**RECITALS**

- A. The City owns fee title to that certain real property located west of State Route 99, adjacent to the Veterans Boulevard interchange, more particularly described on Exhibits "A-1," "A-2," and "A-3" Legal Descriptions, and Exhibits "B-1," "B-2," and "B-3" Plat Maps (Subject Property), attached hereto and incorporated herein by reference.
- B. The vacant portions of Assessor's Parcel Number (APN) 505-080-21ST were acquired by City through an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions dated October 28, 2014 (Prior Agreement) for the Veterans Blvd Project.
- C. Per paragraph 11 (d) of the Prior Agreement, Buyer was granted an exclusive option to purchase three areas within the property that would not be used as public right of way (Option). Buyer has provided written notice to City of their intent to exercise the Option and purchase the Subject Property at a price established in paragraph 11(c) of the Prior Agreement.
- D. City staff has confirmed with the California Department of Housing and Community Development that the transfer of the Subject Property to Buyer as a result of Buyer's exercise of the Option, is not subject to the provisions of the Surplus Land Act.
- E. The Buyer has agreed to purchase the Subject Property as-is for their use and maintenance.
- F. 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, located west of State Route 99, adjacent to the Veterans Boulevard Interchange in the City of Fresno, County of Fresno, State of California, being approximately a combined 9.88-acres in size (430,372.8 square feet), including any easements, being remnant portions of APN 505-080-21ST.
- 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 ONE MILLION THREE HUNDRED SIXTEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND 77/100 (\$1,316,940.77) (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 (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 HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED NINETY-FOUR AND 07/100 DOLLARS (\$131,694.07) (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:

Abbey Transportation System Inc.,  
7119 N. Bengston Avenue  
Fresno, CA 93711

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.

11. **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.
12. **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.
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. **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.
- l. **Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged by email or electronic facsimile and any email or electronic facsimile exchange of a Party's signature shall be deemed to be an original signature for all purposes.

[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

Abbey Transportation System, Inc., a  
California corporation

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

By: HR Sawl  
H.R. Sawl  
President and Secretary

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Tricia Herrera 8/14/2024  
Tricia Herrera Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

Attachments:

1. Exhibits A-1, A-2, A-3 - Legal Descriptions
2. Exhibits B-1, B-2, B-3- Plat Maps
3. Exhibit C- Affordable Housing Covenant

**EXHIBIT "A-1"**

Sheet 1 of 2

APN 505-080-21ST (portion of)  
Grant Deed

Being a portion of Parcel 1 of Parcel Map No. 4876, filed in Book 30 of Parcel Maps, at Page 85, Fresno County Records, of all lying in Sections 4 and 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Commencing at the Center quarter corner of said Section 4;

1. Thence South 0°45'14" West, on the West line of the southeast quarter of said Section 4, a distance of 393.56 feet to the intersection with the southwesterly line of the northeasterly 30.00 feet of Lot 709 of said map of the J. C. Forkner Fig Gardens No. 7;
2. Thence South 49°26'31" East, on southwesterly line of the northeasterly 30.00 feet of said Lot 709 and on the southwesterly line of the northeasterly 30.00 feet of Lots 704, 705, 706, 707, and 708 of said map of the J. C. Forkner Fig Gardens No. 7, a distance of 1633.31 feet to the intersection with the southeasterly line of the northwesterly 15.00 feet of said Lot 704;
3. Thence South 40°33'29" West, on said southeasterly line, a distance of 18.33 feet to a point on the Southwest line of the Future Right of Way for California High Speed Rail Authority;
4. Thence South 49°38'35" East, on said Southwest line, a distance of 1548.68 feet;
5. Thence South 40°16'20" West, continuing on said Southwest line, a distance of 43.95 feet;
6. Thence South 49°43'40" East, continuing on said Southwest line, a distance of 308.47 feet;
7. Thence South 51°23'04" East, continuing on said Southwest line, a distance of 2.35 feet;
8. Thence South 40°33'29" West, leaving said Southwest line on the Southeast line of said Parcel 1 of Parcel Map No. 4876, a distance of 367.26 feet to the **POINT OF BEGINNING**;
9. Thence South 40°33'29" West, continuing on last said Southeast line, a distance of 723.02 feet to the beginning of a non-tangent curve, concave to the East, having a radius of 855.00 feet and to which point a radial line bears South 74°52'28" West;
10. Thence northerly 219.36 feet on said curve through a central angle of 14°42'00";
11. Thence North 0°25'32" West, a distance of 257.26 feet to the beginning of a tangent curve, concave to the Southwest, having a radius of 445.00 feet;
12. Thence northerly and northwesterly 344.62 feet on said curve through a central angle of 44°22'19";
13. Thence North 44°47'51" West, a distance of 128.84 feet to the beginning of a non-tangent curve, concave to the North, having a radius of 1047.00 feet and to which point a radial bears South 12°44'58" West;
14. Thence easterly 1.35 feet on said curve through a central angle of 0°04'26" to the beginning of a reverse curve, concave to the South, having a radius of 1953.00



**EXHIBIT "A"**  
Sheet 2 of 2

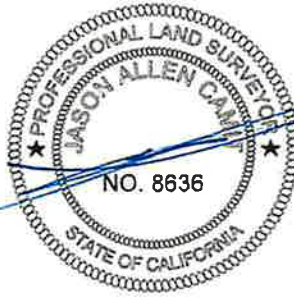
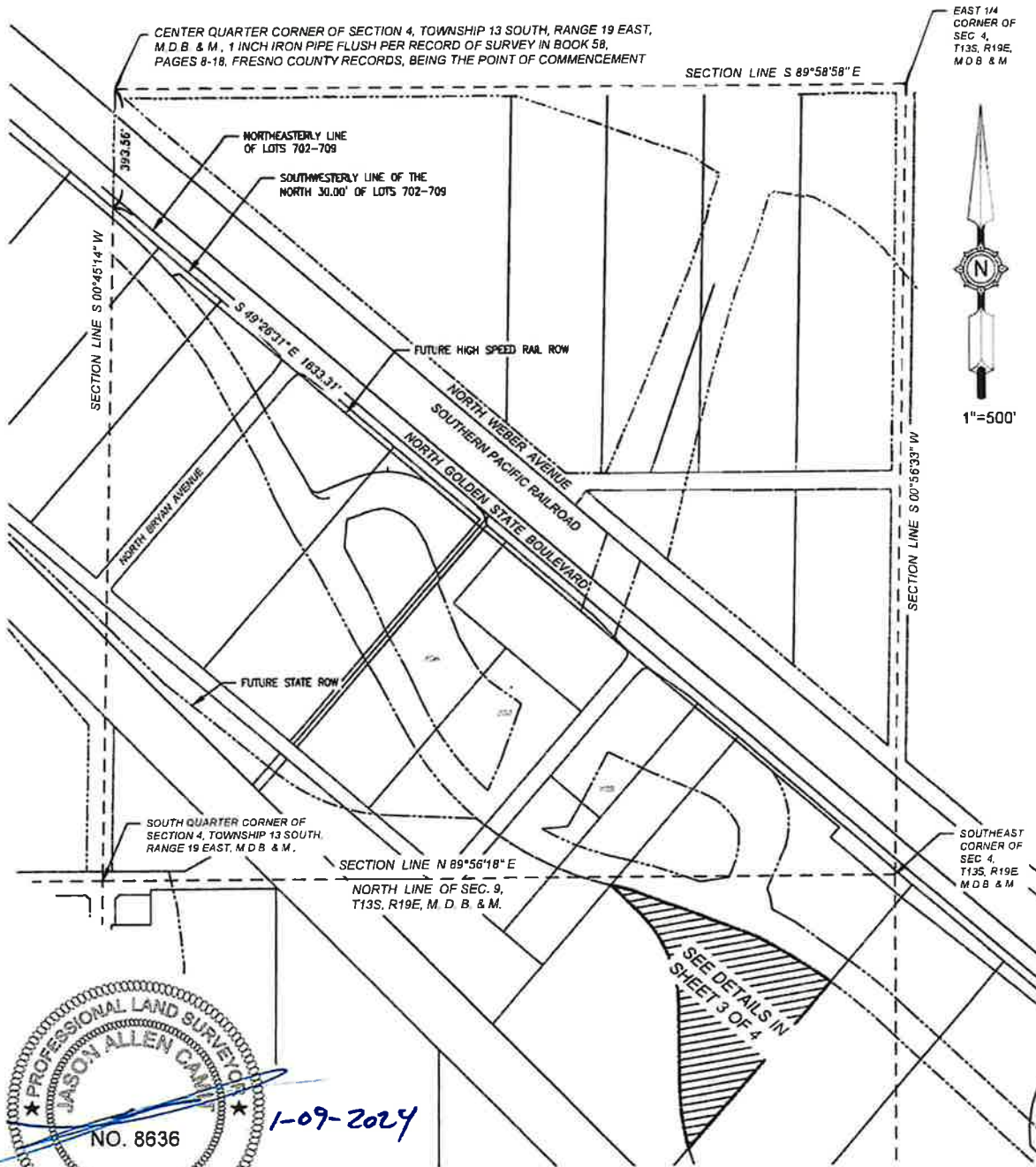
- feet;
15. Thence easterly 64.54 feet on said curve through a central angle of  $01^{\circ}53'37''$ ;
  16. Thence South  $68^{\circ}49'38''$  East, a distance of 117.44 feet to the beginning of a non-tangent curve, concave to the South, having a radius of 1943.00 feet and to which point a radial line bears North  $18^{\circ}00'40''$  East;
  17. Thence easterly 170.59 feet on said curve through a central angle of  $05^{\circ}01'50''$ ;
  18. Thence South  $68^{\circ}31'06''$  East, a distance of 151.45 feet to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 1953.00 feet and to which point a radial line bears North  $27^{\circ}29'16''$  East;
  19. Thence southeasterly 291.28 feet on said curve through a central angle of  $08^{\circ}32'44''$  to said Southeast line of Parcel 1 of Parcel Map No. 4876 and to the **POINT OF BEGINNING.**

Containing an area of 5.42 acres, more or less.

This legal description is based on or calculated from that certain Record of Survey filed January 17, 2012 in Book 58 of Record of Surveys, at Pages 8 through 18, Fresno County Records.



# EXHIBIT "B-1"



1-09-2024



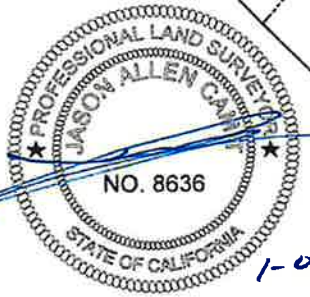
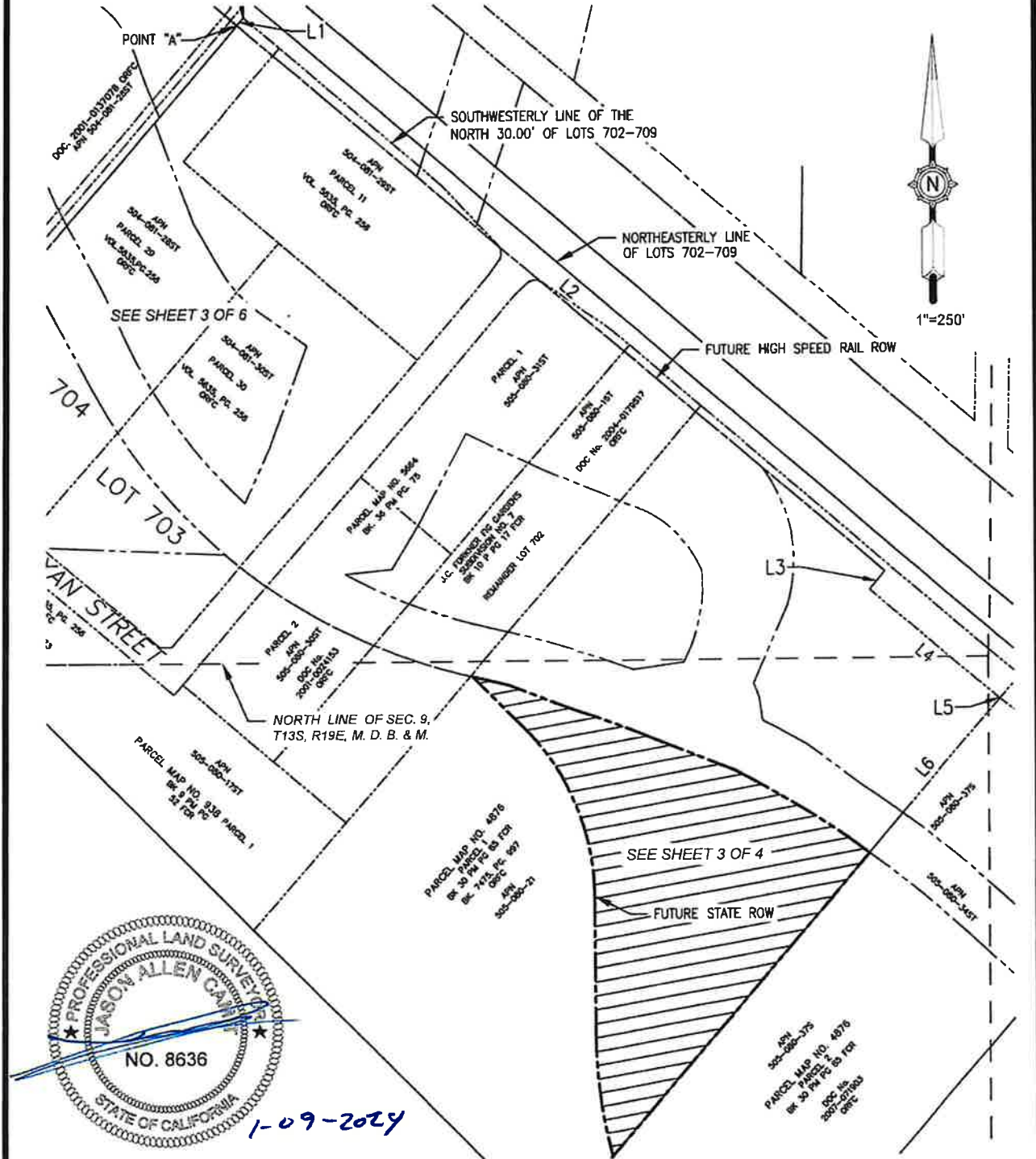
INDICATES AREA TO BE GRANTED FOR SALE  
5.42 AC ±

NOTE:  
DATA BASED ON RECORD OF SURVEY, IN BOOK 58 OF RECORD OF SURVEY, AT PAGES 8-18, FRESNO COUNTY RECORDS

REF. & REV. 2023-192 PLAT 1443	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. PW00669	RES TYPE _____
		FUND NO. 22504	
	GRANT DEED	DR. BY J.E.H.	SHEET NO. 1
		CH. BY J.A.C.	OF 4 SHEETS
		DATE AUG. 10, 2023	15-A-10347
		SCALE 1" = 500'	

# EXHIBIT "B"

EXHIBIT B-1 P.2

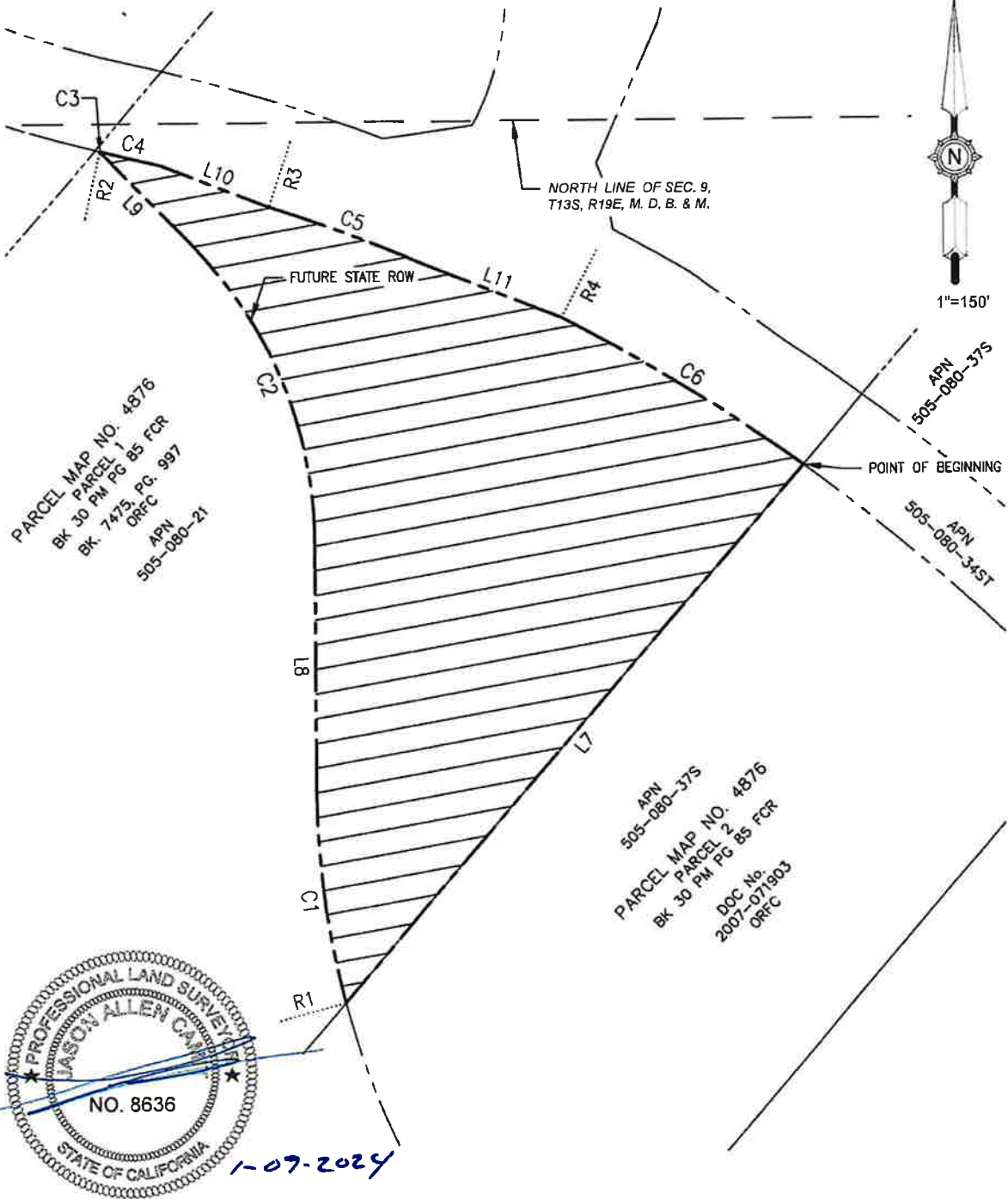


1-09-2024

REF. & REV. 2023-192 PLAT 1443	<b>CITY OF FRESNO</b> DEPARTMENT OF PUBLIC WORKS		PROJ ID. PW00669	RES TYPE _____
	<b>GRANT DEED</b>		FUND NO. 22504	
			ORG NO. 189901	
			DR. BY J.E.H.	SHEET NO. 2
			CH. BY J.A.C.	OF 4 SHEETS
			DATE AUG. 10, 2023	15-A-10347
			SCALE 1" = 250'	

# EXHIBIT "B"

EXHIBIT B-1 P.3



REF. & REV.  
2023-192  
PLAT 1443

**CITY OF FRESNO**  
DEPARTMENT OF PUBLIC WORKS

GRANT DEED

PROJ. ID. PW00669	RES TYPE _____
FUND NO. 22504	
ORG. NO. 189901	
DR. BY J.E.H.	SHEET NO. 3
CH. BY J.A.C.	OF 4 SHEETS
DATE AUG. 10, 2023	15-A-10347
SCALE 1" = 150'	

# EXHIBIT "B"

EXHIBIT B-1 P.4

Line Table		
Line #	Length	Direction
L1	18.33'	S40° 33' 29"W
L2	1548.68'	S49° 38' 35"E
L3	43.95'	S40° 16' 20"W
L4	308.47'	S49° 43' 40"E
L5	2.35'	S51° 23' 04"E
L6	367.26'	S40° 33' 29"W
L7	723.02'	S40° 33' 29"W
L8	257.26'	N0° 25' 32"W
L9	128.84'	N44° 47' 51"W
L10	117.44'	S68° 49' 38"E
L11	151.45'	S68° 31' 06"E

Curve Table			
Curve #	Length	Radius	Delta
C1	219.36'	855.00'	14° 42' 00"
C2	344.62'	445.00'	44° 22' 19"
C3	1.35'	1047.00'	0° 04' 26"
C4	64.54'	1953.00'	1° 53' 37"
C5	170.59'	1943.00'	5° 01' 50"
C6	291.28'	1953.00'	8° 32' 44"

Radial Table	
Line #	Direction
R1	S74° 52' 28"W
R2	S12° 44' 58"W
R3	N18° 00' 40"E
R4	N27° 29' 16"E

REF. & REV. 2023-192 PLAT 1443	<b>CITY OF FRESNO</b> DEPARTMENT OF PUBLIC WORKS	PROJ. ID. <u>PW00669</u> RES TYPE _____ FUND NO. <u>22504</u> ORG. NO. <u>189901</u>
	GRANT DEED	DR. BY. <u>J.E.H.</u> SHEET NO. <u>4</u> CH. BY. <u>J.A.C.</u> OF <u>4</u> SHEETS DATE <u>AUG 10, 2023</u> SCALE <u>N/A</u> <b>15-A-10347</b>

**EXHIBIT "A-2"**

Sheet 1 of 2

APN 505-080-21ST (portion of)  
Grant Deed

Being a portion of Parcel 1 of Parcel Map No. 4876, filed in Book 30 of Parcel Maps, at Page 85, Fresno County Records, lying in Sections, 4, 9, and 10, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Commencing at the Center quarter corner of said Section 4;

1. Thence South  $0^{\circ}45'14''$  West, on the West line of the southeast quarter of said Section 4, a distance of 393.56 feet to the intersection with the southwesterly line of the northeasterly 30.00 feet of Lot 709 of said map of the J. C. Forkner Fig Gardens No. 7;
2. Thence South  $49^{\circ}26'31''$  East, on southwesterly line of the northeasterly 30.00 feet of said Lot 709 and on the southwesterly line of the northeasterly 30.00 feet of Lots 704, 705, 706, 707, and 708 of said map of the J. C. Forkner Fig Gardens No. 7, a distance of 1633.31 feet to the intersection with the southeasterly line of the northwesterly 15.00 feet of said Lot 704;
3. Thence South  $40^{\circ}33'29''$  West, on said southeasterly line, a distance of 18.33 feet to a point on the Southwest line of the Future Right of Way for California High Speed Rail Authority;
4. Thence South  $49^{\circ}38'35''$  East, on said Southwest line, a distance of 1252.79 feet to the **POINT OF BEGINNING**;
5. Thence South  $49^{\circ}38'35''$  East, continuing on said Southwest line, a distance of 295.88 feet;
6. Thence South  $40^{\circ}16'20''$  West, continuing on said Southwest line, a distance of 43.95 feet;
7. Thence South  $49^{\circ}43'40''$  East, continuing on said Southwest line, a distance of 308.47 feet;
8. Thence South  $51^{\circ}23'04''$  East, continuing on said Southwest line, a distance of 2.35 feet;
9. Thence South  $40^{\circ}33'29''$  West, leaving said Southwest line on the Southeast line of said Parcel 1 of Parcel Map No. 4876, a distance of 272.98 to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 2047.00 feet and to which point a radial line bears North  $36^{\circ}14'29''$  East;
10. Thence northwesterly 95.87 feet on said curve through a central angle of  $02^{\circ}41'00''$ ;
11. Thence North  $53^{\circ}30'40''$  West, a distance of 123.36 feet to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 2057.00 feet and to which point a radial line bears North  $30^{\circ}07'28''$  East;
12. Thence northwesterly 89.39 feet on said curve through a central angle of  $02^{\circ}29'23''$ ;
13. Thence North  $08^{\circ}49'46''$  West, a distance of 42.49 feet;
14. Thence North  $21^{\circ}31'12''$  West, a distance of 27.81 feet;

2023-193  
15-A-10348  
PLAT: 1443, 1543, 1544  
PW00669

**EXHIBIT "A-2"**

Sheet 2 of 2

15. Thence North 23°39'04" East, a distance of 156.29 feet to the beginning of a non-tangent curve, concave to the West, having a radius of 287.86 feet and to which point a radial line bears South 74°12'29" East;
16. Thence northerly and northwesterly 264.51 feet on said curve through a central angle of 52°38'51" to a point on the Southwest line of the Future Right of Way for California High Speed Rail Authority and to the **POINT OF BEGINNING**.

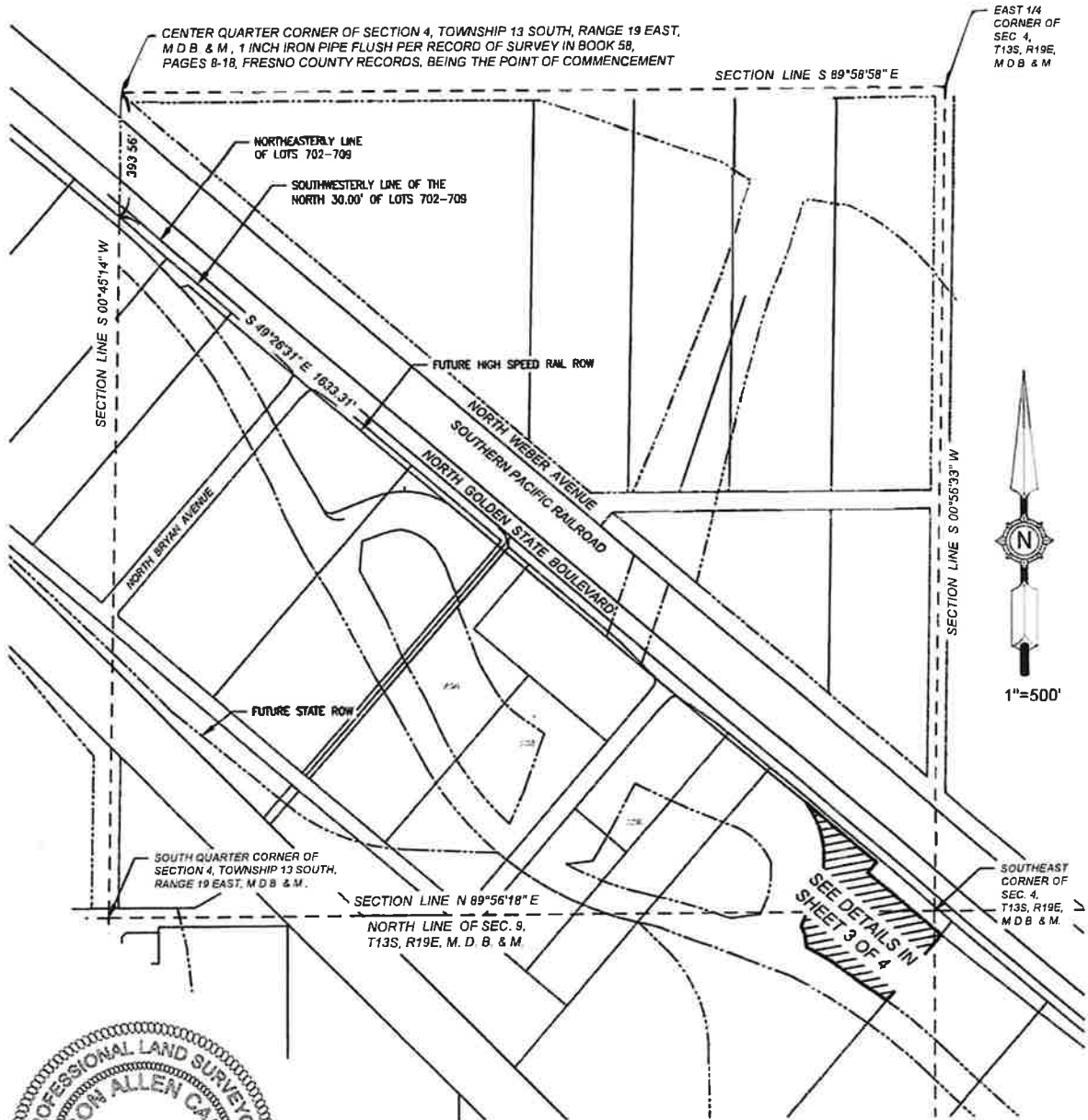
Containing an area of 2.93 acres, more or less.

This legal description is based on or calculated from that certain Record of Survey filed January 17, 2012 in Book 58 of Record of Surveys, at Pages 8 through 18, Fresno County Records.

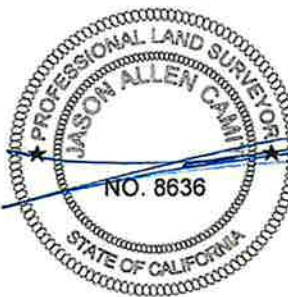


2023-193  
15-A-10348  
PLAT: 1443, 1543, 1544  
PW00669

# EXHIBIT "B-2"



1"=500'



1-09-2024



INDICATES AREA TO BE GRANTED FOR SALE. 2.93 AC ±

NOTE:  
DATA BASED ON RECORD OF SURVEY, IN BOOK 58 OF RECORD OF SURVEY, AT PAGES 8-18, FRESNO COUNTY RECORDS

REF. & REV.  
2023-193  
PLAT 1443,  
1543, 1544

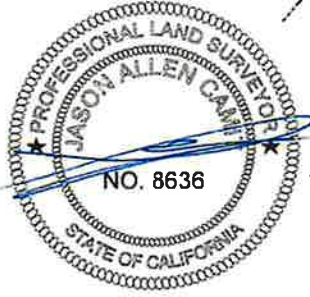
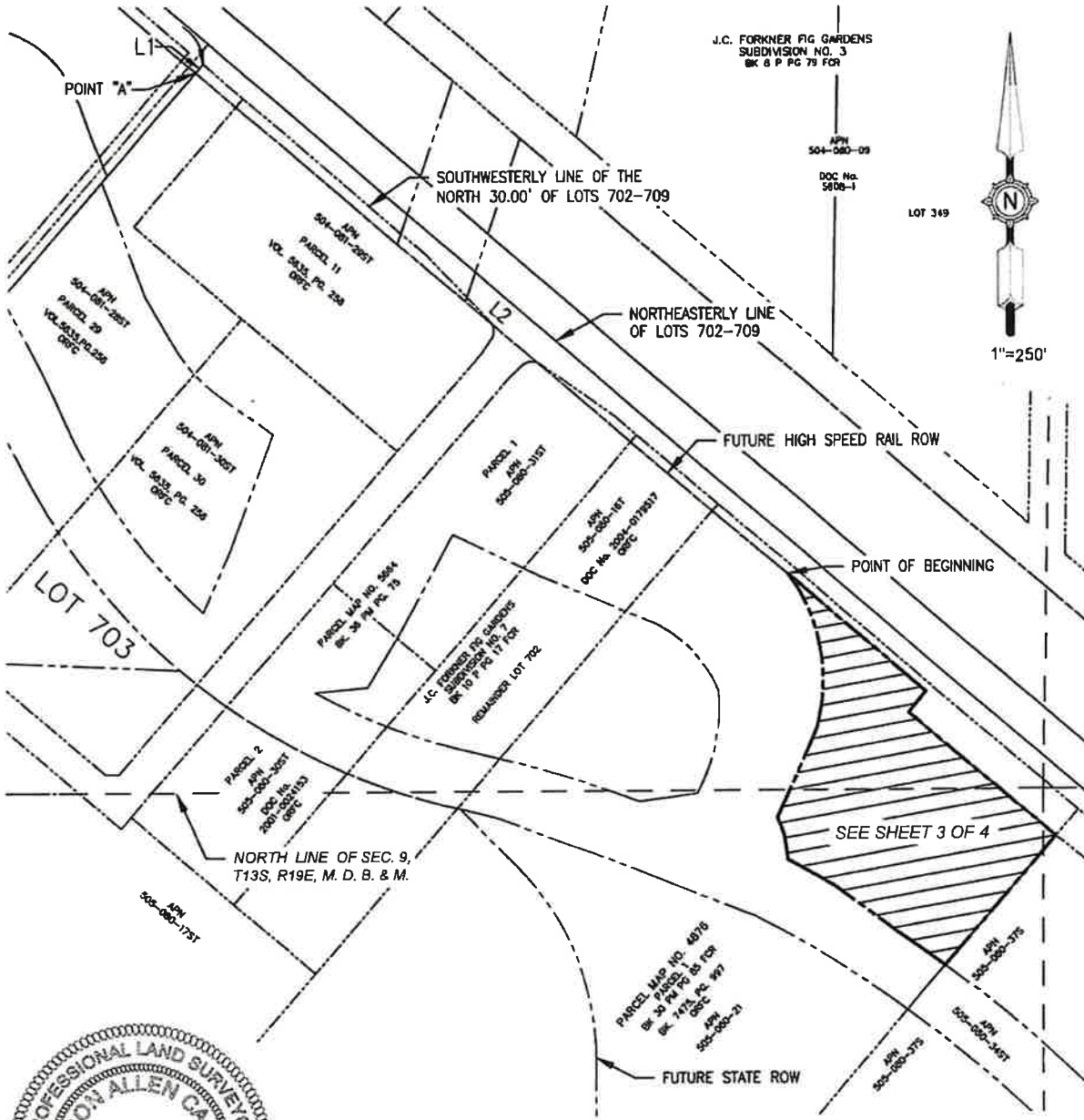
**CITY OF FRESNO**  
DEPARTMENT OF PUBLIC WORKS

GRANT DEED

PROJ. ID	PW00669	RES TYPE	
FUND NO.	22504		
ORG. NO.	189901		
DR. BY	J.E.H.	SHEET NO.	1
CH. BY	J.A.C.	OF	4 SHEETS
DATE	AUG 10, 2023		
SCALE	1" = 500'		15-A-10348



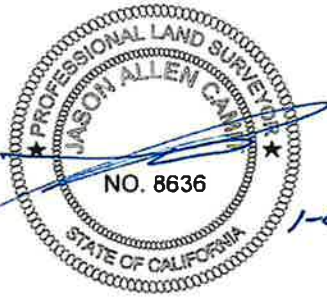
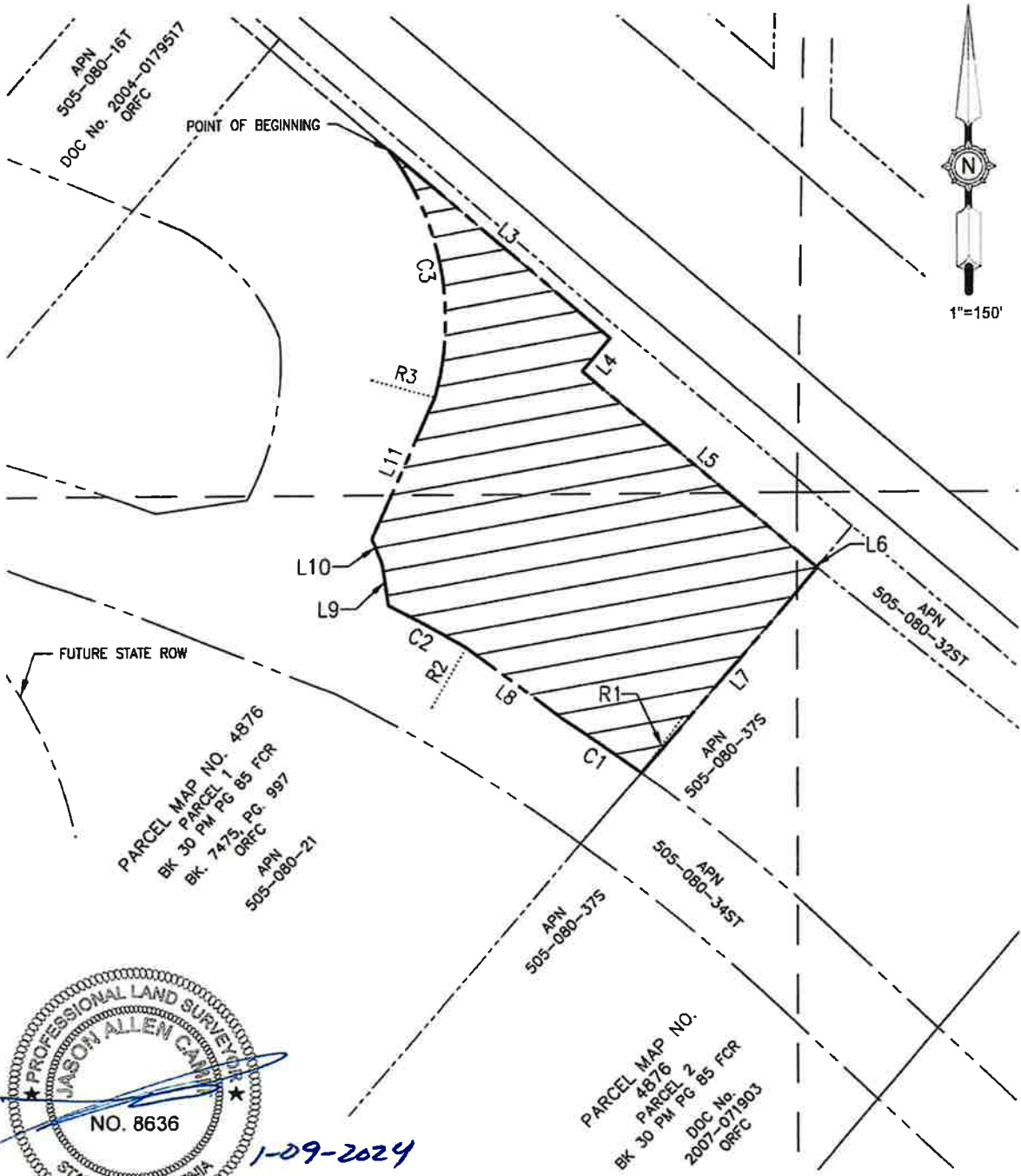
# EXHIBIT "B-2"



*1-09-2024*

REF. & REV. 2023-193 PLAT 1443, 1543, 1544	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS  GRANT DEED	PROJ. ID PWD0669	RES TYPE _____
		FUND NO. 22504	
		DR. BY J.E.H.	SHEET NO. 2
		CH. BY J.A.C.	OF 4 SHEETS
		DATE AUG. 10, 2023	15-A-10348
		SCALE 1" = 250'	

# EXHIBIT "B-2"



1-09-2024

REF. & REV. 2023-193 PLAT 1443, 1543, 1544	<b>CITY OF FRESNO</b> DEPARTMENT OF PUBLIC WORKS		PROJ ID PWO0669 FUND NO. 22504 ORG NO. 189901	RES TYPE _____
	GRANT DEED		DR. BY J.E.H. CH. BY J.A.C. DATE AUG 10, 2023 SCALE 1" = 150'	SHEET NO. 3 OF 4 SHEETS 15-A-10348

# EXHIBIT "B-2"

Line Table		
Line #	Length	Direction
L1	18.33'	S40° 33' 29"W
L2	1252.79'	S49° 38' 35"E
L3	295.88'	S49° 38' 35"E
L4	43.95'	S40° 16' 20"W
L5	308.47'	S49° 43' 40"E
L6	2.35'	S51° 23' 04"E
L7	272.98'	S40° 33' 29"W
L8	123.36'	N53° 30' 40"W
L9	42.49'	N8° 49' 46"W
L10	27.81'	N21° 31' 12"W
L11	156.29'	N23° 39' 04"E

Curve Table			
Curve #	Length	Radius	Delta
C1	95.87'	2047.00'	2° 41' 00"
C2	89.39'	2057.00'	2° 29' 23"
C3	264.51'	287.86'	52° 38' 51"

Radial Table	
Line #	Direction
R1	N36° 14' 29"E
R2	N30° 07' 28"E
R3	N74° 12' 29"W

REF. & REV. 2023-193 PLAT 1443, 1543, 1544	<b>CITY OF FRESNO</b> DEPARTMENT OF PUBLIC WORKS	PROJ. ID. <u>PW03669</u> RES TYPE _____ FUND NO. <u>22504</u> ORG. NO. <u>189901</u>
	<b>GRANT DEED</b>	DR. BY. <u>J.E.H.</u> SHEET NO. <u>4</u> CH. BY. <u>J.A.C.</u> OF <u>4</u> SHEETS DATE <u>AUG. 10, 2023</u> SCALE <u>N/A</u> <b>15-A-10348</b>

**EXHIBIT "A-3"**

Sheet 1 of 2

APN 505-080-21ST (portion)  
Grant Deed

Being a portion of Parcel 1 of Parcel Map No. 4876, filed in Book 30 of Parcel Maps, at Page 85, Fresno County Records, all lying in Sections 4 and 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

Commencing at the Center quarter corner of said Section 4;

1. Thence South  $0^{\circ}45'14''$  West, on the West line of the southeast quarter of said Section 4, a distance of 393.56 feet to the intersection with the southwesterly line of the northeasterly 30.00 feet of Lot 709 of said map of the J. C. Forkner Fig Gardens No. 7;
2. Thence South  $49^{\circ}26'31''$  East, on southwesterly line of the northeasterly 30.00 feet of said Lot 709 and on the southwesterly line of the northeasterly 30.00 feet of Lots 704, 705, 706, 707, and 708 of said map of the J. C. Forkner Fig Gardens No. 7, a distance of 1633.31 feet to the intersection with the southeasterly line of the northwesterly 15.00 feet of said Lot 704;
3. Thence South  $40^{\circ}33'29''$  West, on said southeasterly line, a distance of 18.33 feet to a point on the Southwest line of the Future Right of Way for California High Speed Rail Authority which is called Point "A";
4. Thence South  $49^{\circ}38'35''$  East, on said Southwest line, a distance of 1252.79 feet to a point which is called Point "B";
5. Thence South  $68^{\circ}50'05''$  West, a distance of 224.20 feet to the **POINT OF BEGINNING**;
6. Thence North  $67^{\circ}22'07''$  West, a distance of 54.02 feet to the Northwest line of said Parcel 1 of Parcel Map No. 4876;
7. Thence South  $40^{\circ}33'29''$  West, on said Northwest line, a distance of 312.07 feet to the beginning of a non-tangent curve, concave to the South, having a radius of 2047.00 feet and to which point a radial bears North  $13^{\circ}53'40''$  East;
8. Thence easterly 237.06 feet on said curve through a central angle of  $06^{\circ}38'07''$ ;
9. Thence North  $82^{\circ}03'41''$  East, a distance of 93.70 feet to the beginning of a non-tangent curve, concave to the West, having a radius of 294.79 feet and to which point a radial bears South  $62^{\circ}16'27''$  East;
10. Thence northeasterly and northerly 171.24 feet through a central angle of  $33^{\circ}16'53''$  to the beginning of a non-tangent curve, concave to the Southwest, having a radius of 216.74 feet and to which point a radial bears North  $67^{\circ}12'15''$  East;
11. Thence northwesterly 149.14 feet through a central angle of  $39^{\circ}25'35''$  to the **POINT OF BEGINNING**.

Containing an area of 1.53 acres, more or less.

2023-194  
15-A-10349  
PLAT: 1443, 1543  
PW00669

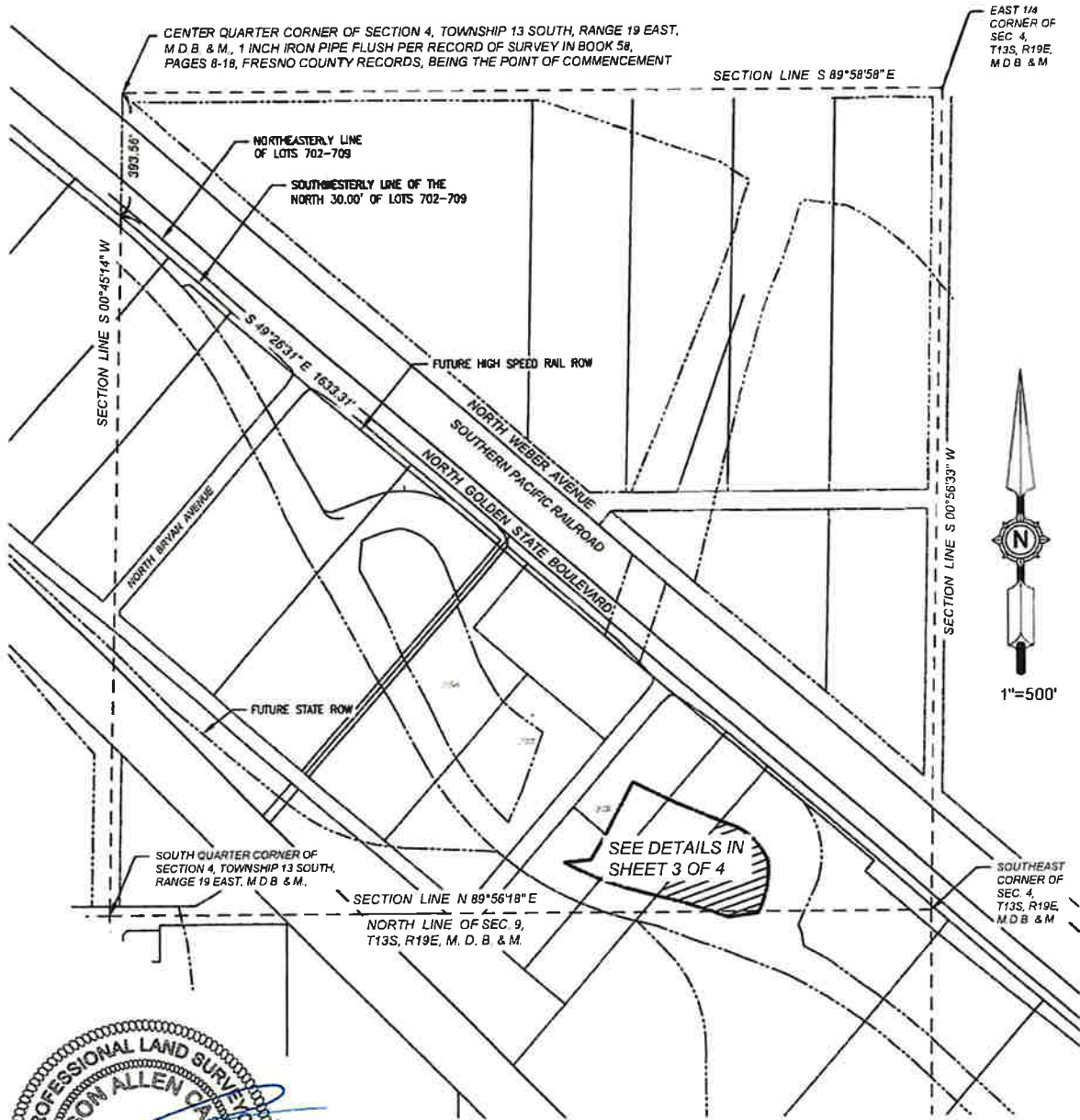
**EXHIBIT "A-3"**  
Sheet 2 of 2

This legal description is based on or calculated from that certain Record of Survey filed January 17, 2012 in Book 58 of Record of Surveys, at Pages 8 through 18, Fresno County Records.



2023-194  
15-A-10349  
PLAT: 1443, 1543  
PW00669

# EXHIBIT "B-3"



1"=500'



1-09-2024

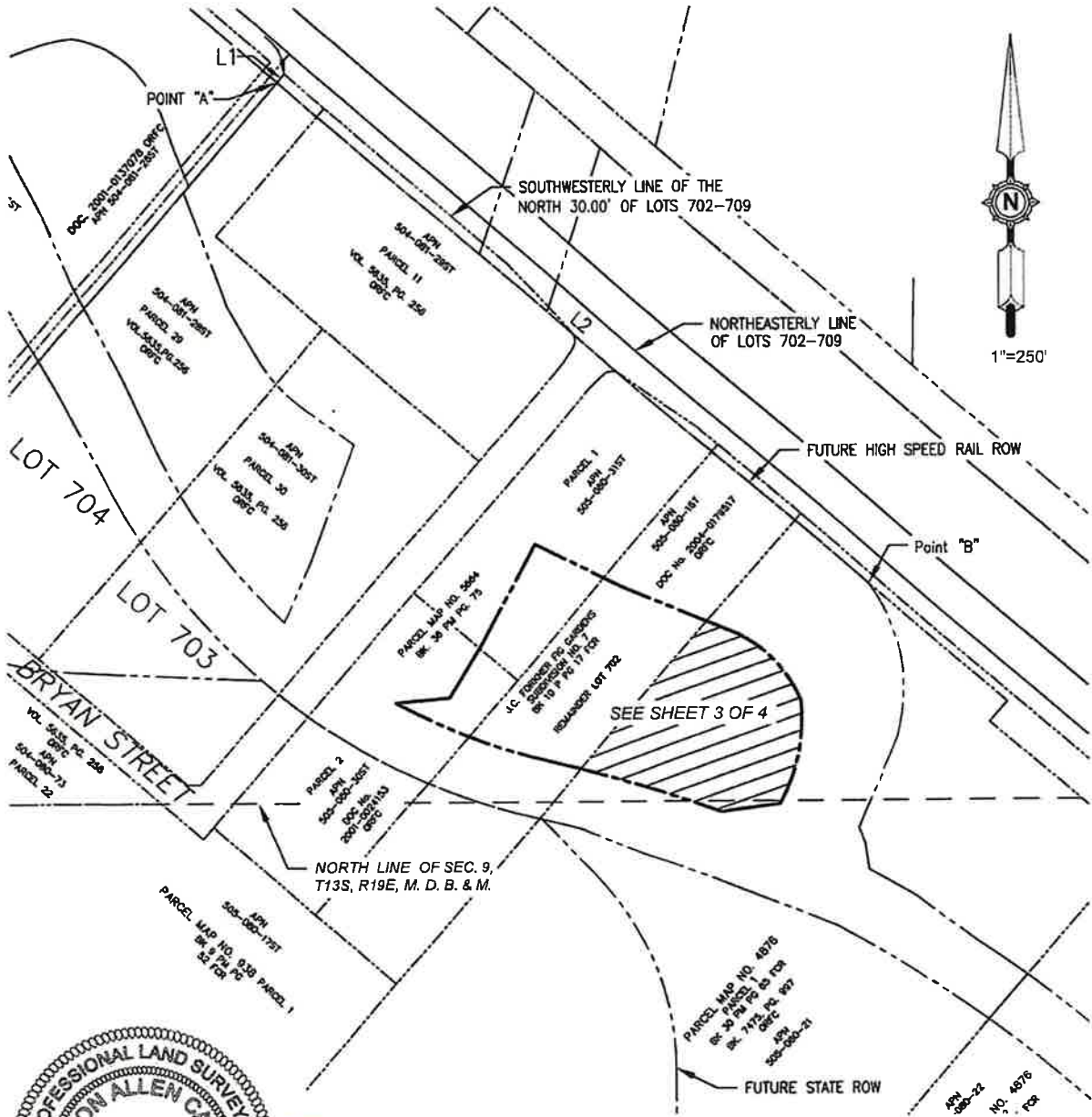


INDICATES AREA TO BE GRANTED FOR SALE. 1.53 AC ±.

NOTE:  
DATA BASED ON RECORD OF SURVEY, IN BOOK 58 OF RECORD OF SURVEY, AT PAGES 8-18, FRESNO COUNTY RECORDS.

REF. & REV. 2023-194 PLAT 1443, 1543	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. PW00669	RES TYPE _____
		FUND NO. 22504	
	NOTICE OF COMPLETION	ORG. NO. 189901	
		DR. BY J.E.H.	SHEET NO. 1
		CH. BY J.A.C.	OF 4 SHEETS
		DATE AUG 10, 2023	15-A-10349
		SCALE 1" = 500'	

# EXHIBIT "B-3"



1-09-2024

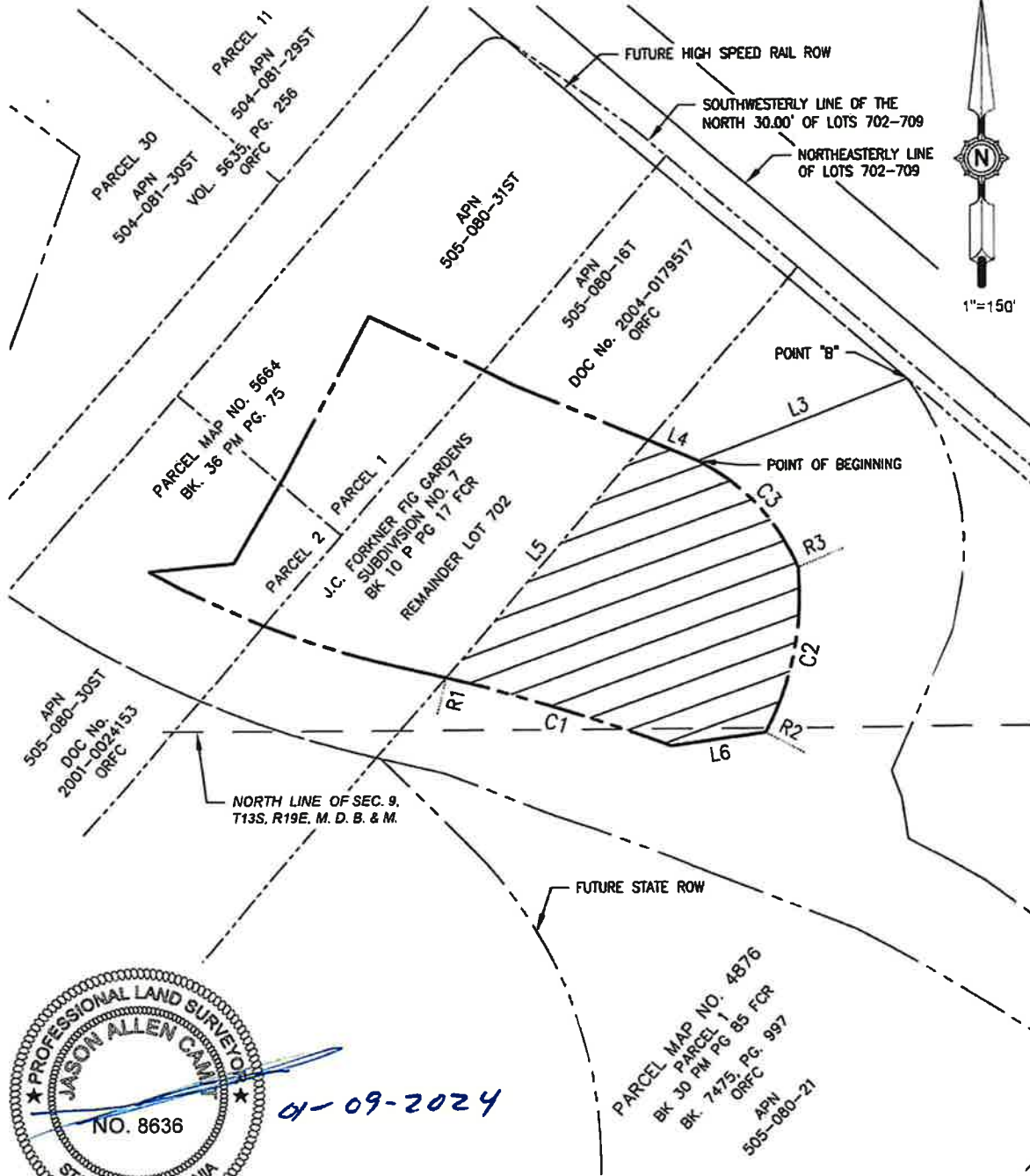
REF. & REV.  
 2023-194  
 PLAT 1443,  
 1543

**CITY OF FRESNO**  
 DEPARTMENT OF PUBLIC WORKS

NOTICE OF COMPLETION

PROJ. ID.	PW00669	RES TYPE	
FUND NO.	22504		
ORG. NO.	189901		
DR. BY	J.E.H.	SHEET NO.	2
CH. BY	J.A.C.	OF	4 SHEETS
DATE	AUG. 10, 2023		
SCALE	1" = 250'		15-A-10349

# EXHIBIT "B-3"



01-09-2024

REF. & REV.  
2023-194  
PLAT 1443,  
1543

**CITY OF FRESNO**  
DEPARTMENT OF PUBLIC WORKS

NOTICE OF COMPLETION

PROJ. ID. PW00669	RES TYPE
FUND NO. 22504	
ORG. NO. 189901	
DR. BY J.E.H.	SHEET NO. 3
CH. BY J.A.C.	OF 4 SHEETS
DATE AUG. 10, 2023	
SCALE 1" = 150'	15-A-10349



# EXHIBIT "B-3"

Line Table		
Line #	Length	Direction
L1	18.33'	S40° 33' 29"W
L2	1252.79'	S49° 38' 35"E
L3	224.20'	S68° 50' 05"W
L4	54.02'	N67° 22' 07"W
L5	312.07'	S40° 33' 29"W
L6	93.70'	N82° 03' 41"E

Curve Table			
Curve #	Length	Radius	Delta
C1	237.06'	2047.00'	6° 38' 07"
C2	171.24'	294.79'	33° 16' 53"
C3	149.14'	216.74'	39° 25' 35"

Radial Table	
Line #	Direction
R1	N13° 53' 40"E
R2	S62° 16' 27"E
R3	N67° 12' 15"E

<b>REF. &amp; REV.</b> 2023-194 PLAT 1443, 1543	<b>CITY OF FRESNO</b> DEPARTMENT OF PUBLIC WORKS	PROJ. ID. <u>PW00669</u> RES TYPE _____ FUND NO. <u>22504</u> ORG. NO. <u>189901</u>	
	NOTICE OF COMPLETION	DR. BY <u>J.E.H.</u> SHEET NO. <u>4</u> CH. BY <u>J.A.C.</u> OF <u>4</u> SHEETS DATE <u>AUG. 10, 2023</u> SCALE <u>N/A</u> <b>15-A-10349</b>	

**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 Attn: Nancy Bruno  
747 R Street, Second Floor  
Fresno, CA 93721

APN 505-080-21ST

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 ABBEY TRANSPORTATION SYSTEM, INC., a California corporation, (“Buyer”) and all successors and assigns, in accordance with the purchase of real property more particularly described in Exhibits “A-1,” “A-2,” and “A-3,” Legal Descriptions and Exhibits “B-1,” “B-2,” and “B-3,” Plat Maps, 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.

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

ABBEY TRANSPORTATION SYSTEM,  
INC., a California corporation

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

By: \_\_\_\_\_  
H.R. Sawl  
President and Secretary

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

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

ATTEST:  
TODD STERMER, CMC  
City Clerk

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