

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

**Surplus City Parcel Located South of
East Iowa Avenue (alley) and east of North Maple Avenue,
APN 460-323-24T**

JIWAN KUMAR hereafter referred to as "Buyer," hereby offers to purchase from the CITY OF FRESNO, a municipal corporation, hereinafter called the "Seller," the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereinafter for convenience referred to as the "Offered Parcel," is that real property situated in the City of Fresno, County of Fresno, State of California, referred to as that City well site known as number PS19A and APN 460-323-24T more particularly described as:

See Exhibit "A" which is attached and incorporated herein

2. The purchase price for the Offered Parcel shall be ONE HUNDRED DOLLARS AND no/100 DOLLARS (\$100.00) as just compensation therefore.

3. Seller represents and warrants that it has the authority to accept the offer herein made, and that it holds fee title to said real property and can convey the Offered Parcel.

4. Seller hereby acknowledges receipt of ONE HUNDRED DOLLARS AND no/100 DOLLARS (\$100.00) as the total purchase price.

5. Buyer and Seller hereby agree and confirm as follows:

- a. This transaction is subject to approval by the FRESNO CITY COUNCIL (hereinafter referred to as "Council").
- b. The property is sold "AS IS," subject to any encumbrances of record. There shall be no proration of taxes, insurance or rents. There are no current taxes on the Offered Parcel because the City is exempt from property taxes. The Offered Parcel is unimproved and is not rented. There are no outstanding loans against the Offered Parcel.
- c. Buyer shall be responsible for property taxes levied against the Offered Parcel after title is conveyed to the Buyer.

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- d. After fee title has fully vested in Buyer, Buyer shall be responsible for perfecting possession.
- e. Disbursements to be in the amounts, at the times, and in all respects in accordance with, the terms and conditions (and subject to the limitations) of this Agreement.
- f. There will be no third-party escrow in this transaction and no title insurance will be provided. Rather, the City of Fresno (Seller) shall accomplish delivery of the Deeds by providing for recordation of the Deeds conveying title to Buyer, and thereafter, mailing the Deeds to Buyer.
- g. The City of Fresno (Seller) shall pay all recording fees and documentary Transfer tax required in this transaction.
- h. This document has been read by each of the parties, and the contents are known and understood by each of the parties. There are no other agreements or understandings, written or oral, between the parties, and this Agreement embodies the complete and exclusive Agreement. All prior discussions, negotiations, commitments, or understandings are hereby superseded by this Agreement.
- i. This Agreement may be amended or cancelled only by the written and mutual consent of the parties, and the approval of the Council.
- j. This Agreement is binding upon, and shall inure to the benefit of, and be binding upon, all parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees or representatives.

6. Buyer acknowledges and agrees to accept the Offered Parcel in "AS IS" condition at the time of closing, including, without limitation, any defects or environmental conditions affecting the Offered Parcel. Buyer acknowledges that Seller has not made and Seller specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the physical condition or any other aspect of the Offered Parcel.

7. Miscellaneous Provisions:

a. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement.

Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

b. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be in Fresno, California.

c. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

d. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.

e. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

f. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and 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. 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 Seller and the Buyer.

8. Time is of the essence of each and every term, condition, and covenant hereof.

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

10. Environmental Indemnity: Buyer shall indemnify, hold harmless, and defend the Seller, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Buyer, Seller, 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 Offered Parcel 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 Seller, the Buyer, at Buyer'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 by this paragraph. Buyer's obligations under this indemnity shall survive the close of escrow and the recording of the grant deed.

Signature Page

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

RECOMMENDED FOR APPROVAL

BY: _____
J. A. "Pete" Caldwell
Senior Real Estate Agent

Date: _____

Seller: City of Fresno

By: _____
Scott L. Mozier, Director
Public Works Department

Date: _____

Address of City:
Public Works Department
2600 Fresno Street, Room 4019
Fresno, CA 93721-3600

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy

Date: _____

BUYER(S):

BY: _____
Jiwan Kumar

Date: 9-5-17

ADDRESS OF BUYER:

138 North Maple Avenue
Fresno, CA 93702

APPROVED AS TO FORM:

Douglas T. Sloan
City Attorney

By: _____
Deputy

Date: 9-12-17

EXHIBIT "A"

LEGAL DESCRIPTION

All that real property situated in the City of Fresno, County of Fresno, State of California, described as follows:

The South 20 feet of the East 25 feet of Lot 24 in Block 3 of Sierra Vista Addition, according to the map thereof recorded in Book 9, Page 27 of Plats, Fresno County Records

APN: 460-323-24



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