

**AGREEMENT FOR PURCHASE AND SALE OF A STREET EASEMENT  
AND ESCROW INSTRUCTIONS**

**Veterans Blvd Project  
City Project No.: PW 00669  
APN 504-091-17**

**CATHERINE LAMBETECCHIO, Trustee of the Antoinette Lambe 2009 Trust Dated August 21, 2009**, hereinafter called the "Seller(s)," without regard to number or gender, hereby offers to sell to the CITY OF FRESNO, a municipal corporation, hereinafter called the "City," the hereinafter described street easements on the following terms and conditions:

1. The real property which is the subject of this Agreement is situated in the City of Fresno, County of Fresno, State of California and may hereinafter for convenience be referred to as the "subject property," being two street easements approximately 10,008 square feet in size of unencumbered street easement and is located on Assessor's Parcel Number(s) 504-091-17 and which is more particularly described as:

Exhibits "A" and "B" relative to a permanent street easements and by reference made a part of hereof.

2. The total purchase price for the subject property, including any cost to cure damages as detailed in the Appraisal Summary Statement dated April 1, 2016 shall be the sum of SIXTY FIVE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$65,100) as just compensation for this property.

3. Seller(s) acknowledge 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, the City may begin eminent domain proceedings to acquire such possession or title. The parties agree and stipulate that the net sum payable to Seller(s) hereunder shall be conclusively deemed to be the total just compensation payable in such proceedings, and this Agreement may be filed with the court as stipulation upon which judgment may be entered in the eminent domain proceeding as to the just compensation to be paid to Sellers. Seller(s) waive all other defenses in said proceeding.

4. It is understood and agreed by and between the parties hereto that the street easements described on Exhibits "A" and depicted on Exhibit "B", are permanent street easements and right of way for public street purposes.

5. It is agreed and confirmed by the City and Seller(s) that, notwithstanding other provisions of this Agreement, the right of possession and use of the subject properties by the City, including the right to remove and dispose of improvements within the permanent street easements, shall commence on close of escrow controlling this transaction

**EXHIBIT "A"**

Page 1 of 2

APN 504-091-17 (portions)  
Street easement**PARCEL 1**

A portion of Lots 269 and 270 of J.C. Forkner Fig Gardens Subdivision No. 3, according to the map thereof recorded in Volume 8 of Plats at Page 79, Fresno County Records, situated in the northeast quarter of the northeast quarter of Section 4, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, more particularly described as follows:

COMMENCING at the southeast corner of the northeast quarter of the northeast quarter of said Section 4, said corner also being on the centerline of North Hayes Avenue as shown on that Deed of Easement recorded May 2, 2006, as Document No. 2006-0092297, Official Records of Fresno County; thence S 89°39'24" W, along the south line of said northeast quarter of the northeast quarter, a distance of 30.00 feet to the southerly prolongation of the east line of said Lot 269; thence N 0°32'00" E, along said southerly prolongation and along said east line, a distance of 76.52 feet to the northeast corner of that portion of North Hayes Avenue previously dedicated for public street purposes by said Document No. 2006-0092297, and the TRUE POINT OF BEGINNING of this description; thence N 71°52'09" W, along the northeasterly boundary of said portion of North Hayes Avenue, a distance of 64.40 feet; thence N 56°18'48" W, continuing along said northeasterly boundary, a distance of 180.05 feet; thence N 57°35'50" W, continuing along said northeasterly boundary, a distance of 150.04 feet; thence N 56°28'04" W, continuing along said northeasterly boundary, a distance of 86.03 feet to the southeasterly boundary of that portion of North Hayes Avenue previously dedicated for public street purposes by that Deed of Easement recorded November 5, 2002, as Document No. 2002-0198287, Official Records of Fresno County; thence N 33°41'29" E, along said southeasterly boundary of last said portion of North Hayes Avenue, a distance of 2.64 feet to the most easterly corner of last said portion of North Hayes Avenue; thence N 56°18'31" W, along the northeasterly boundary of last said portion of North Hayes Avenue, parallel with and 29.00 feet northeasterly of the centerline of North Hayes Avenue, a distance of 101.12 feet to the beginning of a tangent curve concave northeasterly and having a radius of 771.00 feet; thence northwesterly, along last said northeasterly boundary and along the arc of said curve, concentric with and 29.00 feet northeasterly of said centerline, through a central angle of 14°39'15", an arc distance of 197.19 feet to the west line of said Lot 270 of J.C. Forkner Fig Gardens Subdivision No. 3; thence N 0°30'30" E, along said west line, non-tangent to last said curve, a distance of 10.49 feet to the beginning of a non-tangent curve concave northeasterly and having a radius of 764.00 feet, a radial to said beginning bears S 48°55'43" W; thence southeasterly, along the arc of said curve, concentric with and 36.00 feet northeasterly of said centerline, through a central angle of 15°14'14", an arc distance of 203.18 feet; thence S 56°18'31" E, parallel with and 36.00 feet northeasterly of said centerline, a distance of 523.48 feet; thence N 33°41'29" E, a distance of 7.00 feet; thence N 73°32'10" E, a distance of 30.16 feet to a point on the arc of a non-tangent curve concave easterly and having a radius of 1744.00 feet, a radial to said point bears N 71°14'57" W; thence northerly, along the arc of said curve, through a central angle of 2°00'44", an arc distance of 61.25 feet to the east line of said Lot 269 of J.C. Forkner Fig Gardens Subdivision No. 3; thence S 0°32'00" W, along said east line, non-tangent to last said curve, a distance of 93.58 feet to the TRUE POINT OF BEGINNING.

Contains an area of 7,074 square feet, more or less.

EXHIBIT "A"

Page 2 of 2

PARCEL 2

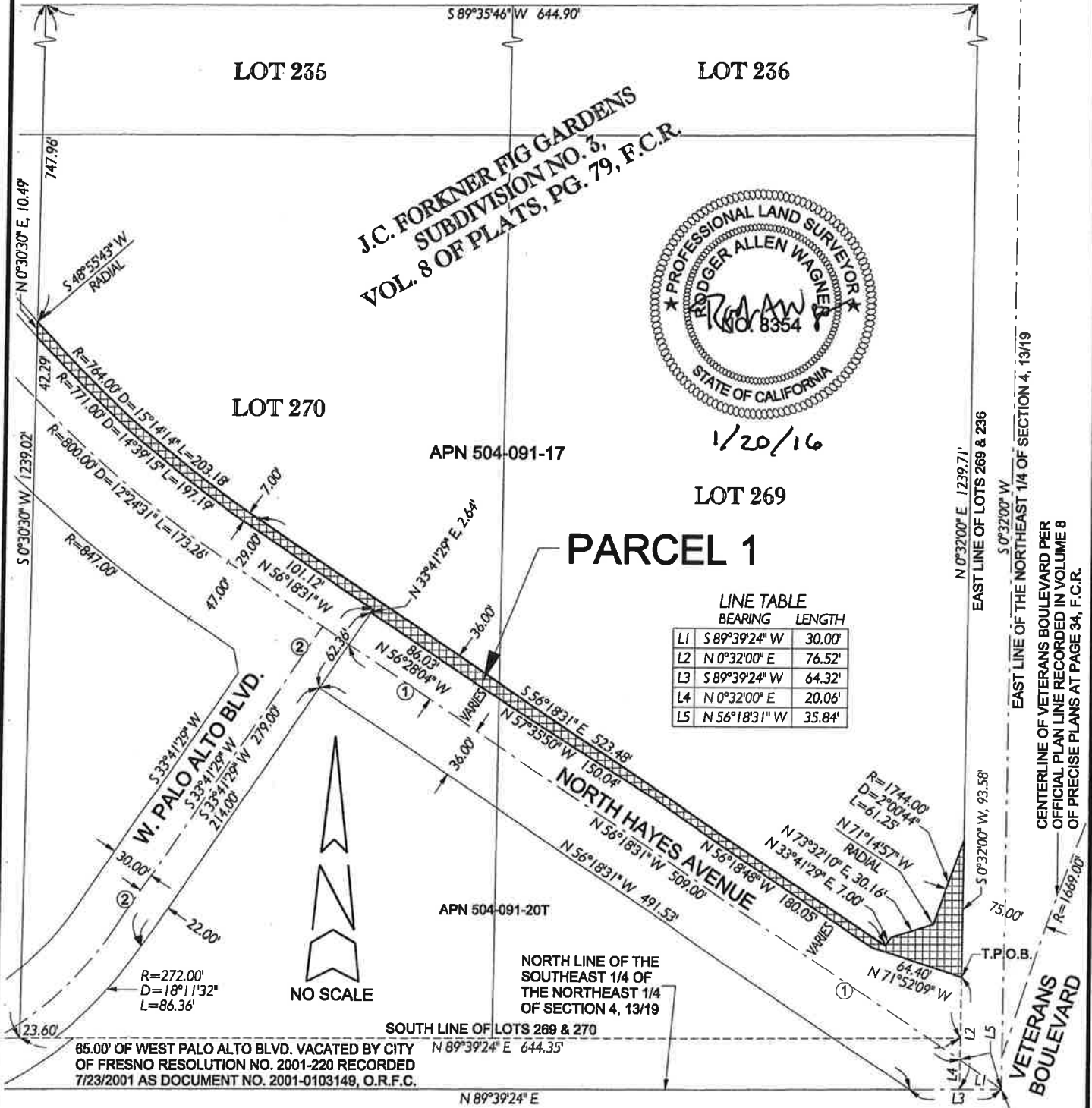
A portion of Lot 236 of J.C. Forkner Fig Gardens Subdivision No. 3, according to the map thereof recorded in Volume 8 of Plats at Page 79, Fresno County Records, situated in the northeast quarter of the northeast quarter of Section 4, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, more particularly described as follows:

COMMENCING at the northeast corner of said Lot 236; thence S 0°32'00" W, along the east line of said Lot 236, a distance of 100.02 feet to the southeast corner of that portion of West Herndon Avenue previously dedicated for public street purposes by that Deed of Easement recorded June 10, 2004, as Document No. 2004-0128099, Official Records of Fresno County, and the TRUE POINT OF BEGINNING of this description; thence N 89°26'58" W, along the southerly right-of-way line of said portion of West Herndon Avenue, a distance of 119.05 feet to the beginning of a non-tangent curve concave northerly and having a radius of 2657.00 feet, a radial to said beginning bears S 0°24'44" E; thence westerly, continuing along said southerly right-of-way line and along the arc of said curve, through a central angle of 3°23'21", an arc distance of 157.17 feet; thence leaving said southerly right-of-way line, S 84°17'51" E, non-tangent to last said curve, a distance of 234.29 feet to the beginning of a tangent curve concave southerly and having a radius of 959.00 feet; thence easterly, along the arc of said curve, through a central angle of 2°34'36", an arc distance of 43.13 feet to said east line; thence N 0°32'00" E, along said east line and non-tangent to last said curve, a distance of 23.87 feet to the TRUE POINT OF BEGINNING.

Contains an area of 2,934 square feet, more or less.



1/20/16



DATA SHOWN IS DERIVED FROM A RECORD OF SURVEY RECORDED IN BOOK 48 OF RECORD OF SURVEYS AT PAGE 3, F.C.R. AND THE CITED DEEDS OF EASEMENT.

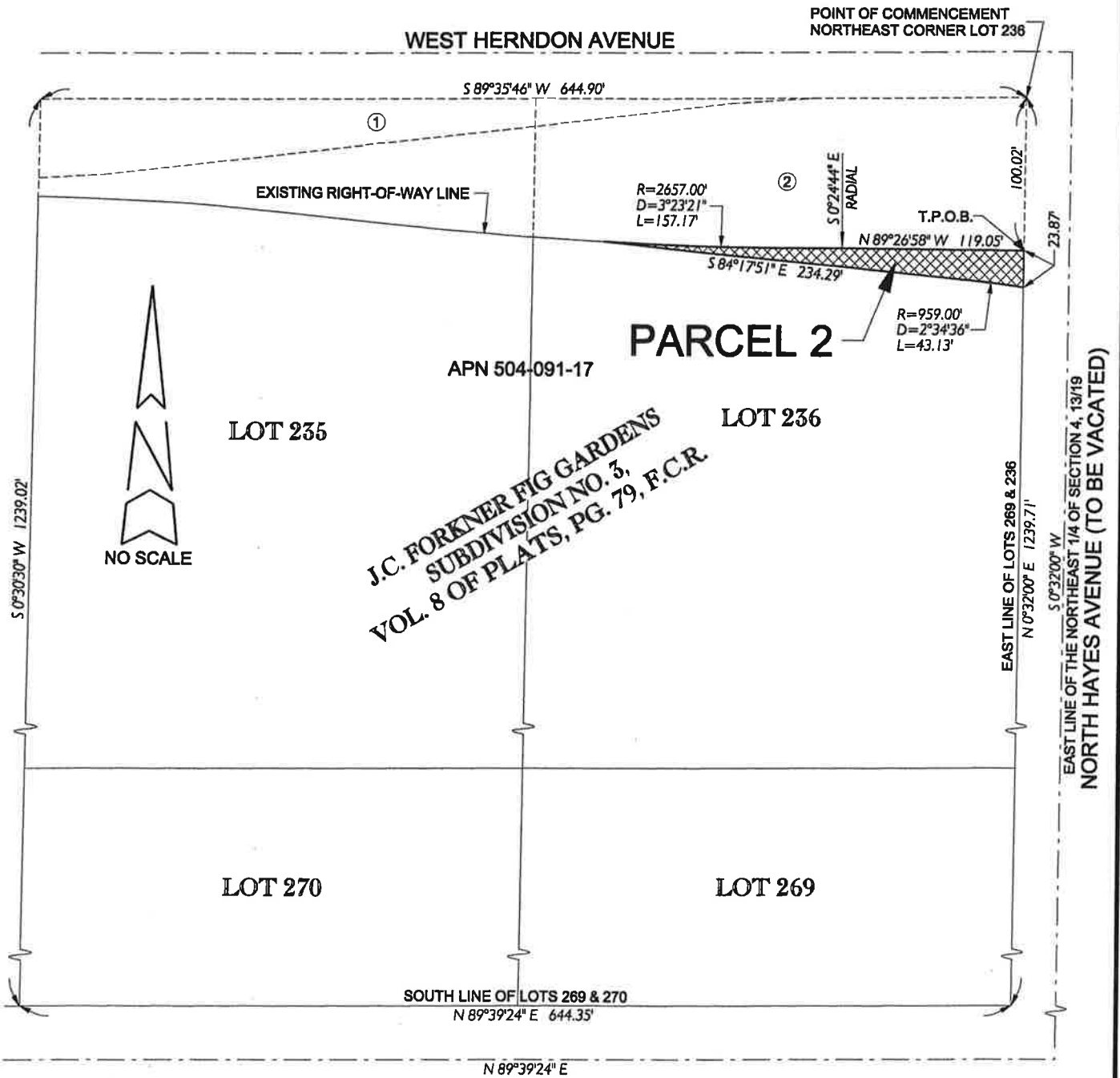
- ① = PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY DEED OF EASEMENT RECORDED 5/02/2006 AS DOCUMENT NO. 2006-0092297, O.R.F.C.
- ② = PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY DEED OF EASEMENT RECORDED 11/5/2002 AS DOCUMENT NO. 2002-0198287, O.R.F.C.

INDICATES AREA TO BE DEDICATED  
PARCEL 1 = 7,074 S.F. ±

REF. & REV. 2015-072 PWF 11738 PLAT 1343	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. PW00669      RES TYPE _____
		FUND NO. 22504
PARCELS TO BE DEDICATED TO THE CITY OF FRESNO AS AN EASEMENT AND RIGHT-OF-WAY FOR PUBLIC STREET PURPOSES	DR. BY AJL	SHEET NO. 1
	CH. BY R.A.W.	OF 2 SHEETS
	DATE OCT. 29, 2015	<b>15-A-9167</b>
	SCALE NO SCALE	

# EXHIBIT "B"

## SHEET 2 OF 2



T.P.O.B. = TRUE POINT OF BEGINNING

DATA SHOWN IS DERIVED FROM A RECORD OF SURVEY RECORDED IN BOOK 48 OF RECORD OF SURVEYS AT PAGE 3, F.C.R. AND THE CITED DEEDS OF EASEMENT.

① = PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY DEED OF EASEMENT RECORDED 11/22/2002 AS DOCUMENT NO. 2002-0210994, O.R.F.C.



INDICATES AREA TO BE DEDICATED  
PARCEL 2 = 2,934 S.F. ±

② = PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY DEED OF EASEMENT RECORDED 6/10/2004 AS DOCUMENT NO. 2004-0128099 O.R.F.C.

<p>REF. &amp; REV.</p> <p>2015-072</p> <p>PWF 11738</p> <p>PLAT 1343</p>	<p><b>CITY OF FRESNO</b></p> <p>DEPARTMENT OF PUBLIC WORKS</p> <p><b>PARCELS TO BE DEDICATED TO THE CITY OF FRESNO AS AN EASEMENT AND RIGHT-OF-WAY FOR PUBLIC STREET PURPOSES</b></p>	<p>PROJ. ID. <u>PW00669</u> RES TYPE _____</p> <p>FUND NO. <u>22504</u></p> <p>ORG. NO. <u>189901</u></p>	<p>DR. BY <u>AJ</u></p> <p>CH. BY <u>R.A.W.</u></p> <p>DATE <u>JAN. 15, 2016</u></p> <p>SCALE <u>NO SCALE</u></p>
		<p>SHEET NO. <u>2</u></p> <p>OF <u>2</u> SHEETS</p> <p style="font-size: 1.2em;"><b>15-A-9167</b></p>	

6. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to said easement and can convey the subject property free and clear of all liens, encumbrances, and restrictions of record except for the title exceptions noted in 7.b below.

7. The sale shall be completed through an escrow to be opened at Fidelity National Title Company, 7475 North Palm Avenue, Suite 106, Fresno, California 93711 under Escrow Number FFOM-2011505127-BW. Said escrow shall be opened upon the following terms and conditions, and the Seller and City by their signature to this Agreement make this paragraph their escrow instructions:

a. The City shall deposit the sum specified in Paragraph 2 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company therefore.

b. 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 easement deed to the subject property and when said escrow holder stands ready to issue to the City a standard title insurance policy guaranteeing a title to said property in the City free and clear of all liens, encumbrances and restrictions of record, except for: Items 1, 2, 3, 4, 5, 6, 7,8, 9, 10, 11, 12, 13, 14, 15, 16, 17 & 18 contained in the Preliminary Title Report No. FFOM-2011505127-BW dated December 2, 2015 from Fidelity National Title Company.

c. It is understood that Seller shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the subject property. It is further Seller's responsibility to apply to the County Tax Collector for any refund or decrease in taxes which may be granted.

d. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by the City. Seller will pay any cost to convey the title to the subject property in the condition described in 7.b above.

e. Disbursements of the purchase price 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.

8. 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 City and the Sellers.

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

10. 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 Sellers and City, their heirs, executors, administrators, successors in interest, and assigns.

**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 \_\_\_\_\_

**CITY OF FRESNO**

BY: \_\_\_\_\_  
Andrew J. Benelli, Assistant Director,  
Public Works Department

Date \_\_\_\_\_

Address of City:  
City of Fresno  
Public Works Department  
2600 Fresno Street, Room 4019  
Fresno, CA 93721-3623

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

BY: \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

SELLER(S): Catherine Lambetecchio,  
Trustee of Antoinette Lambe 2009  
Trust Dated August 21, 2009

*Catherine Lambetecchio, Trustee*  
Catherine Lambetecchio, Trustee

Date Oct 21/16

Mailing Address of Seller:  
9495 N. Fort Washington Rd, Ste. 101  
Fresno, CA 93730

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

BY: *Tracy P. Parvanyan*  
Deputy

Date 10-31-16