

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
Shields/Blackstone
Fresno, California

CITY OF FRESNO, a municipal corporation, hereinafter called the "City," hereby offers to sell to **OMNINET PROPERTIES MANCHESTER CENTER LLC**, a limited liability company, hereinafter called the "Buyer(s)," without regard to number or gender, the hereinafter described property 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," located at the Northeast corner of Blackstone and Shields, and is contained within Assessor's Parcel Number 437-181-20 and which is more particularly described and depicted on Exhibit A attached hereto and incorporated by this reference. The Subject Property consists of 0.320+/- acres held by the City in fee, to be quitclaimed to Buyer on the terms and conditions herein (Parcel A); 16,952.83+/- square feet of street easement to be vacated by the City (with reservation of public utility easement) on the terms and conditions herein (Parcel B); and 424.99+/- square feet of pedestrian easement to be vacated by the City on the terms and conditions herein (Parcel C).
2. In consideration of Buyer's performance of obligations hereunder, City agrees to vacate Parcels B and C and convey fee title to Parcel A to Buyer(s), as is with all faults, for a total purchase price of: (a) \$80,000 (the "Purchase Price"), upon the terms and conditions set forth herein.
3. It is understood and agreed by and between the parties hereto that a portion of the Subject Property is held by the City as a permanent street easement and right of way for public purposes. It is further understood and agreed that City will seek approval from the Council of the City of Fresno to vacate the existing easement. Nothing in this agreement shall have the effect of binding a future decision of the Council and City makes no representations as to legislative decisions of the Council with respect to vacating right of way on the Subject Property, however, vacation of the existing easement shall be a condition precedent to the effectiveness of this Agreement.
4. Public Improvements.
 - a. Temporary Corner Improvements. In exchange for receipt of the Subject Property, Buyer(s) shall construct any temporary improvements as necessary at the apex of the Northeast corner of Blackstone and Shields, in order to maintain a westbound left turn lane, two westbound through lanes and a westbound right turn lane during the on-site construction, generally as shown on

Exhibit B, in accordance with City plans and City's Standards and Specifications. In lieu of paying the Purchase Price, Buyer(s) shall construct the temporary improvements on behalf of Seller at Buyer(s)' sole expense. The Buyer(s) shall deposit Eight Thousand Dollars \$8,000 (an amount equivalent to 10% of the appraised value of the Subject Property, or 10% of the value of the Temporary Corner Improvements) in an account held by the City upon approval of this agreement by the Fresno City Council. Upon City's approval of the Temporary Corner Improvements, City shall refund the above sum to Buyer(s).

- b. Permanent Frontage Improvements. Buyer(s) shall construct Permanent Frontage Improvements consisting of permanent curb, gutter, and sidewalk improvements, at the locations identified in Exhibit C, consistent with City's dual left turn intersection improvement project and in accordance with approved plans and City's Standards and Specifications on behalf of Seller at Buyer(s)' sole expense. Buyer(s) shall receive a credit against applicable Traffic Signal Mitigation Impact (TSMI) fees for the costs incurred for the above Permanent Frontage Improvements. Credit shall be for the actual cost of the improvements, but not to exceed \$180,000.00, and may be applied by the Buyer(s) to any and all TSMI fees owed by Buyer(s) until exhausted.
- c. Buyer(s) are accepting the Subject Property as is. Buyer(s) shall cooperate with other governmental agencies as needed regarding any utilities that may exist within the Subject Property.
- d. Buyer(s) shall pay the costs and or fees related to preparation of an environmental assessment by the City pursuant to the requirements of the California Environmental Quality Act (CEQA) for the transfer of the Subject Property and related projects and/or entitlements, including, but not limited to assessment of street improvements for all four corners of the Blackstone/Shields intersection and entitlements proposed for the Subject Property. Buyer(s) shall pay the costs and or fees related to entitlements and permit applications necessary for the Subject Property. Applicable costs shall be as set forth in the Master Fee Schedule and limited to the fee for a Mitigated Negative Declaration unless Buyer approves the payment of a different fee in writing.
- e. The parties understand that City intends, but makes no commitment, to improve the entire Blackstone/Shields intersection. In the event Buyer(s)' construction of the Temporary Corner Improvements and/or Permanent Frontage

Improvements is delayed and City proceeds with construction of the intersection prior to Buyer(s)' installation of those improvements, thus obviating the need for those improvements, then Buyer will be responsible for the full appraised value of the Northeast corner (\$80,000) in lieu of construction of the Temporary Corner Improvements, and/or the full amount of TSMI fees in lieu of construction of the Permanent Frontage Improvements.

5. It is agreed and confirmed by the City and Buyer(s) that, notwithstanding other provisions of this Agreement, the right of possession and use of the Subject Property by the Buyer(s), shall commence on the scheduled close of escrow controlling this transaction.
6. City represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to said title to said real property and can convey the Subject Property free and clear of all liens, encumbrances, and restriction of record upon review and approval of an updated title report.
7. The sale shall be completed through Placer County Title Company whose address is 7643 North Ingram Avenue, Suite 101, Fresno, California 93711 and whose telephone number is 559-261-2910. The Escrow number is 2104-8256 and the escrow officer is Darryl Evans. Said escrow shall be opened upon the following terms and conditions, and the Seller(s) and City, by their signature to this Agreement, make this paragraph their escrow instructions:
 - a. It is understood that Buyer(s) shall be responsible for property taxes levied against the Subject Property A after title is conveyed to the Buyer.
 - b. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by the Buyer(s).
 - c. Escrow shall remain open and shall not close until Buyer(s) have prepared building plans for the proposed approximately 8,000 square foot building pad to be located on or adjacent to the Subject Property A, completed the City back-check process and have paid all fees. Upon close of escrow, Buyer(s) shall submit complete building plans to City for approval and seek issuance of a building permit.
 - d. After fee title has fully vested in Buyer(s), Buyer shall be responsible for perfecting possession.

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 of 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 Buyer(s).
 - k. **Survival.** The covenants, terms and conditions of this agreement shall survive and extend beyond the closing of this transaction and recording of the deed.
9. **Environmental Indemnity:**

Buyer(s) shall indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the City, Buyer, or any other third party, arising directly or indirectly from the release, presence or disposal of any hazardous substances or materials (as now or hereafter defined in any law, regulation, or rule) in, on, or about the Subject Property after Closing. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state or local law whether statutory or common law, ordinance, or regulation. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and attorneys' fees, and damages. Upon written notice from the City, the Buyer(s), 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.

10. Construction Indemnity:

To the furthest extent allowed by law including California Civil Code section 2782, Buyer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Buyer (s) or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen from acts or omissions of Buyer(s) directly or indirectly involving and occurring during the construction by Buyer(s) of the temporary or permanent street improvements at the Northeast corner of Shields and Blackstone, or directly or indirectly involving and occurring during the relocation by Buyer(s) of utilities currently located on the Subject Property A, or directly or indirectly involving and occurring during the construction by Buyer(s) of the improvements on the Subject Property A subsequent to the close of escrow. Buyer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Buyer should subcontract all or any portion of the work to be performed under this Contract, Buyer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

Buyer's obligations under this indemnity shall survive the close of escrow and the recording of the grant deed.

11. Prevailing wage:

Buyer(s) shall be solely responsible for determining whether payment of prevailing wage is required for Improvements. Improvements subject to prevailing wage are hereinafter referred to as "PW Improvements." When applicable, Buyer(s) shall comply with the applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. Buyer(s) shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as required by law. During the construction of the PW Improvements, Buyer(s) shall, or shall cause its contractor to, post at the Project Area

the applicable prevailing rates of per diem wages. Buyer(s) shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Buyer, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and the implementing regulations of the Department of Industrial Relations in connection with construction of the PW Improvements.

Buyer's obligations under this section shall survive the close of escrow and the recording of the grant deed.

12. Time is of the essence of each and every term, condition and covenant hereof. Notwithstanding, performance by any party hereunder shall not be deemed to be in default where delays or failures to perform are due to war, insurrection, strikes, walk-outs, riots, floods, earthquakes, the discovery and remediation of hazardous waste or significant geologic, hydrologic, archaeologic or paleontologic problems on the Project area, fires, casualties, acts of God, shortages of labor or material, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal statutes or regulations, judicial decisions, litigation not commenced by a Party to this Agreement claiming the enforced delay, or any other basis for excused performance which is not within the reasonable control of the Party to be excused.
13. 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. City shall prepare the necessary documents to bring before the Council at its earliest convenience. 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(s) and City, their heirs, executors, administrators, successors in interest, and assigns. Should both parties be in a position to close escrow prior to [June 1, 2015], then said escrow shall close early on a date agreeable to Seller(s) and City.

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This Agreement is executed by the City of Fresno by and through the Public Works Department of the City of Fresno pursuant to authority granted by the Council of the City of Fresno on _____, 2015.

CITY OF FRESNO, a municipal corporation

BUYER(S)

OMNINET PROPERTIES
MANCHESTER CENTER LLC,
a limited liability company

By _____
Bruce Rudd
Its: City Manager

By _____
Benjamin Nazarian
Its: Managing Member

Date _____

Date 4/30/15

Address of City:
City of Fresno
Real Estate Services, Fourth Floor
2600 Fresno Street, Room 4033
Fresno, CA 93721-3623
Phone:
Fax:
E-Mail:

Address of Buyer(s):
c/o John M. Cardot
QUALL CARDOT LLP
205 E. River Park Circle, Ste. 110
Fresno, CA 93720
Phone: (559) 418-0333
Fax: (559) 418-0330
E-Mail: jcardot@quallcardot.com

ATTEST:

YVONNE SPENCE, CMC
City Clerk

By _____
Deputy

APPROVED AS TO FORM:

Douglas T. Sloan
City Attorney

By _____
Deputy

Exhibit A

LEGAL DESCRIPTIONS AND PLAT MAPS OF SUBJECT PROPERTY (PARCELS
A, B, AND C)

Portion of APN #437-181-20

EXHIBIT A
PARCEL A
LEGAL DESCRIPTION

THAT CERTAIN PARCEL AS DESCRIBED IN THE AGREEMENT FOR THE TRANSFER OF CONTROL AND POSSESSION OF LAND OWNED BY THE STATE FOR HIGHWAY PURPOSES RECORDED MAY 31, 1951, AS DOCUMENT No. 31571, IN BOOK 3024 AT PAGE 74, OFFICIAL RECORDS OF FRESNO COUNTY, AND RELINQUISHED TO THE CITY OF FRESNO BY RELINQUISHMENT No. 79910 RECORDED JUNE 6, 1983, AS DOCUMENT No. 83049231, OFFICIAL RECORDS OF FRESNO COUNTY, SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE & MERIDIAN, ACCORDING TO THE OFFICIAL UNITED STATES GOVERNMENT TOWNSHIP PLAT THEREOF, AND DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE WEST LINE OF SAID SECTION 22, NORTH 00°10'30" EAST, 76.78 FEET; THENCE, AT RIGHT ANGLES, SOUTH 89°49'30" EAST, 55.00 FEET, TO THE INTERSECTION OF THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN DEED TO THE COUNTY OF FRESNO, DATED MAY 13, 1924 AND RECORDED IN BOOK 456 AT PAGE 311, FRESNO COUNTY OFFICIAL RECORDS, WITH THE EASTERLY LINE OF THE EXISTING STATE HIGHWAY, ROAD VI-FRE-125-C, (BLACKSTONE AVENUE), 110 FEET WIDE, SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING; THENCE, ALONG SAID EASTERLY LINE, NORTH 00°10'30" EAST, 437.35 FEET; THENCE, SOUTH 04°35'19" EAST, 348.10 FEET; THENCE, SOUTHEASTERLY ALONG A TANGENT CURVE, CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 100 FEET, AN ARC DISTANCE OF 121.64 FEET; THENCE, SOUTH 74°17'07" EAST, 132.00 FEET TO SAID NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN SAID DEED; THENCE, ALONG SAID NORTHERLY BOUNDARY, NORTH 89°59'30" WEST, 148.83 FEET, AND NORTH 67°12'02" WEST, 86.80 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.320 OF AN ACRE, MORE OR LESS.

ALSO THE UNDERLYING FEE INTEREST APPURTENANT TO THE ABOVE DESCRIBED PARCEL IN AND TO THAT PORTION OF SHIELDS AVENUE CONTIGUOUS SOUTHERLY THERETO.

SUBJECT TO A RIGHT-OF-WAY FOR PUBLIC HIGHWAY PURPOSES AS ACQUIRED BY THE STATE OF CALIFORNIA BY SAID DOCUMENT No. 31571 AND RELINQUISHED TO THE CITY OF FRESNO TO USE AS CITY STREET RIGHT-OF-WAY BY SAID RELINQUISHMENT No. 79910.

MWG.mwg
12078quitclaim.doc
2015-013
15-A-9114

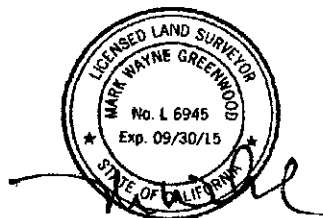


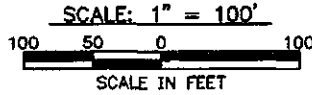
EXHIBIT A - PARCEL A



CITY OF FRESNO SHALL QUITCLAIM FEE TITLE OF HATCHED AREA (0.320± acre) TO:
 OMNINET PROPERTIES
 MANCHESTER CENTER, LLC.
 SUBJECT TO AN EXISTING EASEMENT FOR PUBLIC HIGHWAY PURPOSES.

WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 22, 13/20

MANCHESTER SHOPPING MALL

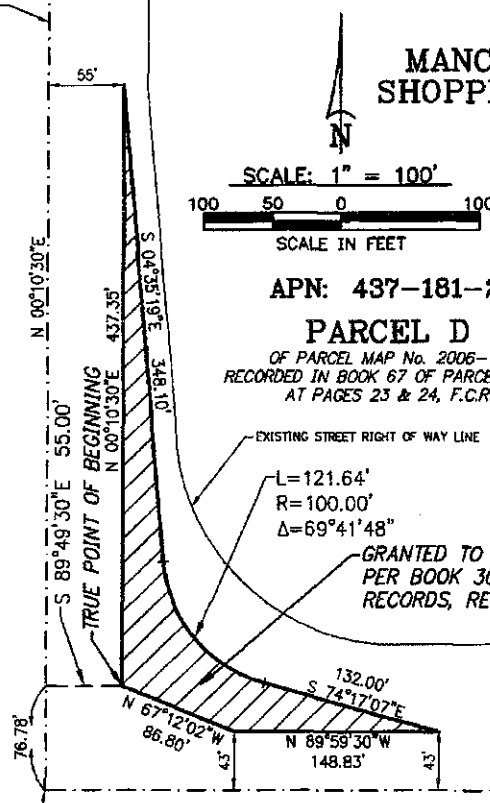


APN: 437-181-20

PARCEL D

OF PARCEL MAP No. 2006-15
 RECORDED IN BOOK 67 OF PARCEL MAPS
 AT PAGES 23 & 24, F.C.R.

NORTH BLACKSTONE AVENUE



GRANTED TO THE STATE OF CALIFORNIA PER BOOK 3024, PAGE 74, OF OFFICIAL RECORDS, RECORDED MAY 31, 1951

EAST SHIELDS AVENUE

POINT OF COMMENCEMENT
 SOUTHWEST CORNER OF SECTION 22,
 TOWNSHIP 13 SOUTH, RANGE 20 EAST,
 MOUNT DIABLO BASE & MERIDIAN.



REV. 02/25/15 P.W.
 PLOT VIEW: QUITCLAIM
 AUTOCAD ID: 1207BDWG

REF. & REV. 2015-013 PLAT No. 2056 PW FILE 11801	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. _____ FUND NO. _____ ORG. NO. _____
	QUITCLAIM DEED OMNINET PROPERTIES MANCHESTER CENTER, LLC 9420 WILSHIRE BLVD., FOURTH FLOOR BEVERLY HILLS, CA 90212	DR. BY PW CH. BY _____ DATE _____ SCALE AS SHOWN

EXHIBIT A
PARCEL B
LEGAL DESCRIPTION

THAT PORTION OF SECTION 22, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE & MERIDIAN, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS SHOWN ON PARCEL MAP NO. 2006-15, RECORDED MARCH 13, 2007 IN BOOK 67 OF PARCEL MAPS AT PAGES 23 & 24, FRESNO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE, EAST ALONG THE SOUTH LINE OF SAID SECTION 22, EAST, A DISTANCE OF 226.79 FEET; THENCE, LEAVING SAID SOUTH LINE OF SAID SECTION 22, NORTH, A DISTANCE OF 109.00 FEET, TO A POINT ON A LINE PARALLEL WITH AND 109.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 22, BEING ALSO THE TRUE POINT OF BEGINNING; THENCE WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 93.03 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 90.00 FEET; THENCE, LEAVING SAID PARALLEL LINE, NORTHWEST ALONG SAID CURVE AN ARC DISTANCE OF 47.39 FEET THROUGH A CENTRAL ANGLE OF 30°10'01"; THENCE NORTH 59°49'59" WEST, A DISTANCE OF 25.62 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 20.00 FEET; THENCE NORTHWEST ALONG SAID CURVE AN ARC DISTANCE OF 20.94 FEET THROUGH A CENTRAL ANGLE OF 60°00'02", TO A POINT ON A LINE PARALLEL WITH AND 56.00 FEET EAST OF THE WEST LINE OF SAID SECTION 22; THENCE NORTH, ALONG LAST SAID PARALLEL LINE, NORTH 00°10'03" EAST, A DISTANCE OF 297.48 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 110.00 FEET; THENCE NORTH ALONG SAID CURVE AN ARC DISTANCE OF 30.22 FEET THROUGH A CENTRAL ANGLE OF 15°44'26" TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 130.00 FEET; THENCE NORTH ALONG SAID CURVE AN ARC DISTANCE OF 35.71 FEET THROUGH A CENTRAL ANGLE OF 15°44'26", TO A POINT ON A LINE PARALLEL WITH AND 65.00 FEET EAST OF THE WEST LINE OF SAID SECTION 22; THENCE NORTH, ALONG LAST SAID PARALLEL LINE, NORTH 00°10'03" EAST, A DISTANCE OF 98.47 FEET; THENCE LEAVING SAID PARALLEL LINE, NORTH 30°07'13" EAST, A DISTANCE OF 14.02 FEET TO A POINT ON A LINE PARALLEL WITH AND 72.00 FEET EAST OF THE WEST LINE OF SAID SECTION 22, BEING ALSO A POINT ON THE WEST LINE OF PARCEL D OF SAID PARCEL MAP NO. 2006-15; THENCE SOUTH, ALONG SAID PARALLEL LINE, SOUTH 00°10'03" WEST, A DISTANCE OF 112.68 FEET; THENCE LEAVING LAST SAID PARALLEL LINE, SOUTH ALONG THE WEST LINE OF PARCEL D OF SAID PARCEL MAP NO. 2006-15, SOUTH 04°35'46" EAST, A DISTANCE OF 260.39 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 158.00 FEET; THENCE SOUTH ALONG SAID CURVE AN ARC DISTANCE OF 210.35 FEET THROUGH A CENTRAL ANGLE OF 76°16'40" TO THE TRUE POINT OF BEGINNING.

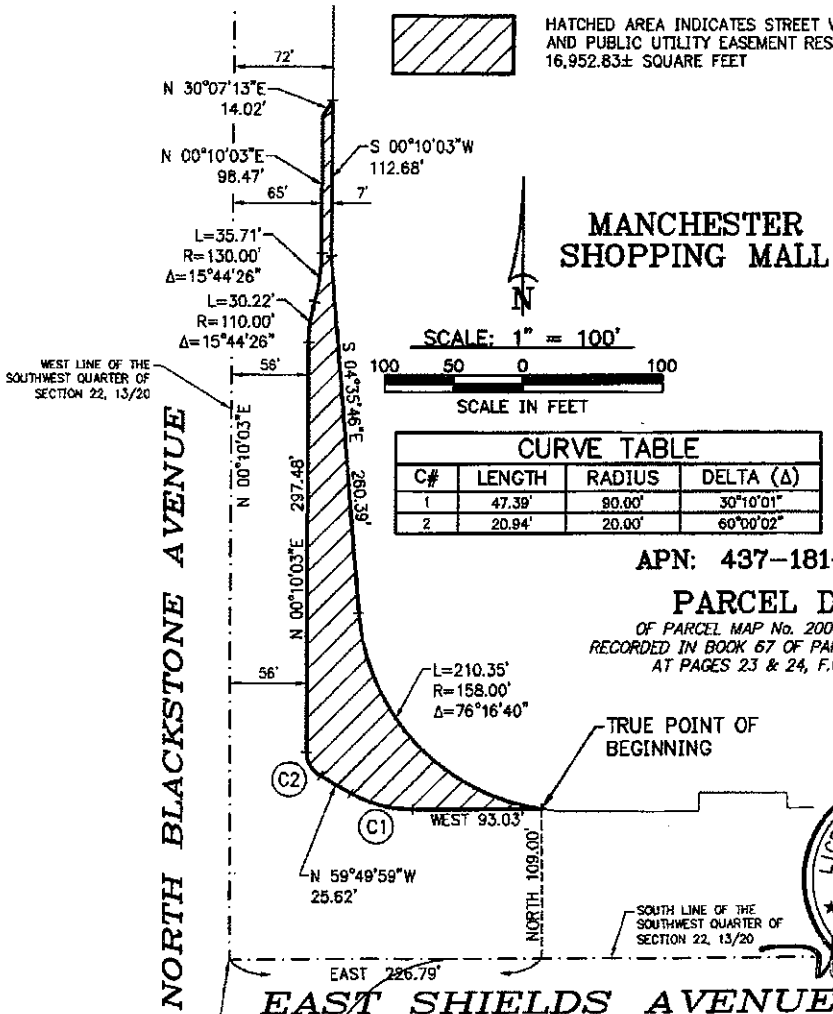
AREA CONTAINS 16,952.83 SQUARE FEET MORE OR LESS



EXHIBIT A - PARCEL B



HATCHED AREA INDICATES STREET VACATION AND PUBLIC UTILITY EASEMENT RESERVATION, 16,952.83± SQUARE FEET

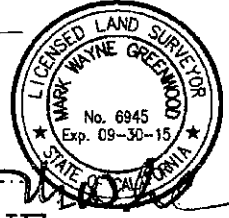


SCALE: 1" = 100'
SCALE IN FEET

CURVE TABLE			
C#	LENGTH	RADIUS	DELTA (Δ)
1	47.39'	80.00'	30°10'01"
2	20.94'	20.00'	60°00'02"

APN: 437-181-20

PARCEL D
OF PARCEL MAP No. 2006-15
RECORDED IN BOOK 67 OF PARCEL MAPS
AT PAGES 23 & 24, F.C.R.



POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 22,
TOWNSHIP 13 SOUTH, RANGE 20 EAST,
MOUNT DIABLO BASE & MERIDIAN.

REV. 02/25/15 P.W.
PLOT VIEW VAC 1
AUTOCAD ID: 12078DWG

REF. & REV. PLAT No. 2056 FW FILE 11801	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. _____ FUND NO. _____ ORG. NO. _____
	STREET VACATION AND PUBLIC UTILITY EASEMENT RESERVATION OMNIINET PROPERTIES MANCHESTER CENTER, LLC 9420 WILSHIRE BLVD., FOURTH FLOOR BEVERLY HILLS, CA 90212	DR. BY P.W. CH. BY _____ DATE _____ SCALE AS SHOWN
		SHEET NO. 1 OF 1 SHEETS

EXHIBIT A

**PARCEL C
LEGAL DESCRIPTION**

THAT PORTION OF AN EASEMENT FOR PUBLIC PEDESTRIAN WALKWAY PURPOSES AS DEDICATED BY THAT DEED RECORDED FEBRUARY 22, 1995, AS DOCUMENT No. 95022600, OFFICIAL RECORDS OF FRESNO COUNTY, SAID EASEMENT BEING A PORTION OF THE VACATED ACCESS ROAD ADJACENT TO BLOCK 21 OF MANCHESTER PARK, RECORDED IN VOLUME 15 OF PLATS AT PAGES 90, 91 AND 92, OFFICIAL RECORDS OF FRESNO COUNTY, IN SECTION 22, TOWNSHIP 13 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE & MERIDIAN, IN THE CITY OF FRESNO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 21; THENCE SOUTH ALONG THE WEST LINE OF LOT 15 OF BLOCK 4 OF SAID MANCHESTER PARK, A DISTANCE OF 25.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE EAST, ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 85.0 FEET; THENCE EASTERLY AND NORTHERLY, ALONG A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 15.0 FEET, AN ARC DISTANCE OF 23.56 FEET, TO ITS TANGENCY WITH THE EAST LINE OF SAID LOT 15; THENCE SOUTH, ALONG THE SOUTHERLY PRODUCTION OF THE EAST LINE OF SAID LOT 15, A DISTANCE OF 57.0 FEET TO THE INTERSECTION WITH A LINE WHICH IS PARALLEL WITH AND 67.0 FEET SOUTH OF THE SOUTH LINE OF SAID BLOCK 21; THENCE WEST, ALONG A LINE WHICH IS PARALLEL WITH AND 67.0 FEET SOUTH OF THE SOUTH LINE OF SAID BLOCK 21, A DISTANCE OF 956.36 FEET; THENCE NORTH A DISTANCE OF 11.50 FEET; THENCE WEST A DISTANCE OF 64.00 FEET; THENCE SOUTH A DISTANCE OF 10.65 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT FOR PUBLIC PEDESTRIAN WALKWAY PURPOSES, SAID CORNER BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH, ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 0.85 FEET; THENCE WEST, PARALLEL WITH AND 2.00 FEET NORTH OF THE SOUTH LINE OF SAID EASEMENT, A DISTANCE OF 112.18 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID EASEMENT, SAID POINT BEING THE BEGINNING OF A NONTANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 158.00 FEET, A RADIAL TO SAID POINT BEARS SOUTH 09°07'34" WEST; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY BOUNDARY AND ALONG SAID CURVE AN ARC DISTANCE OF 26.46 FEET, THROUGH A CENTRAL ANGLE OF 09°35'49" TO THE NORTH LINE OF SAID EASEMENT; THENCE SOUTH 87°42'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 137.95 FEET TO THE TRUE POINT OF BEGINNING.

AREA CONTAINS 424.99 SQUARE FEET MORE OR LESS



EXHIBIT A - PARCEL C



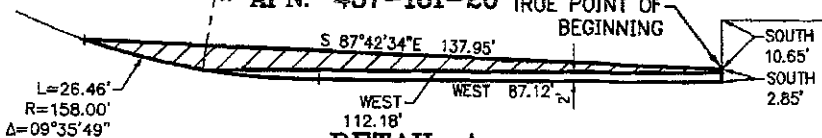
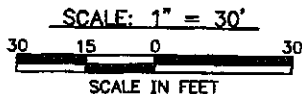
HATCHED AREA INDICATES PEDESTRIAN
EASEMENT VACATION,
424.99± SQUARE FEET

MANCHESTER
SHOPPING MALL

PARCEL D

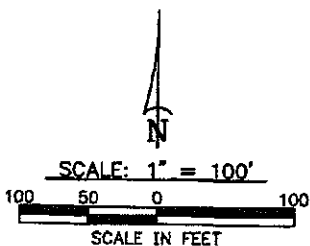
OF PARCEL MAP No. 2006-15
RECORDED IN BOOK 67 OF PARCEL MAPS
AT PAGES 23 & 24, F.C.R.

APN: 437-181-20 TRUE POINT OF BEGINNING



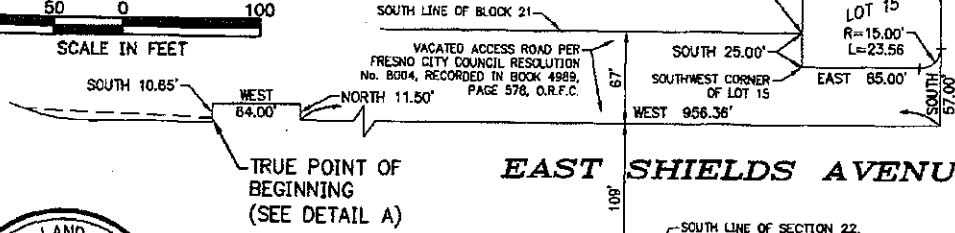
DETAIL A

SCALE: 1" = 30'



MAP OF TRACT No. 1251
MANCHESTER PARK
VOLUME 15 OF PLATS, PAGES 90, 91, & 92, F.C.R.

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF BLOCK 21.



EAST SHIELDS AVENUE



REV. 02/25/15 PWL
PLOT VIEW: VAC 4
AUTOCAD ID: 12078.DWG

REF. & REV. PLAT No. 2055 PW FILE 11801	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. _____ FUND NO. _____ ORG. NO. _____
	PEDESTRIAN EASEMENT VACATION OMNINET PROPERTIES MANCHESTER CENTER, LLC 9420 WILSHIRE BLVD., FOURTH FLOOR BEVERLY HILLS, CA 90212	DR. BY: <u>PWL</u> CH. BY: _____ DATE: _____ SCALE: <u>AS SHOWN</u>
		SHEET NO. <u>1</u> OF <u>1</u> SHEETS

Exhibit B

DESCRIPTION OF TEMPORARY CORNER IMPROVEMENTS

EXISTING DRIVE APPROACH
EXHIBIT B

BLACKSTONE AVE

MANCHESTER MALL

EXISTING IMPROVEMENTS

TEMPORARY CORNER IMPROVEMENTS

NORTH
NOT TO SCALE

SHIELDS AVE

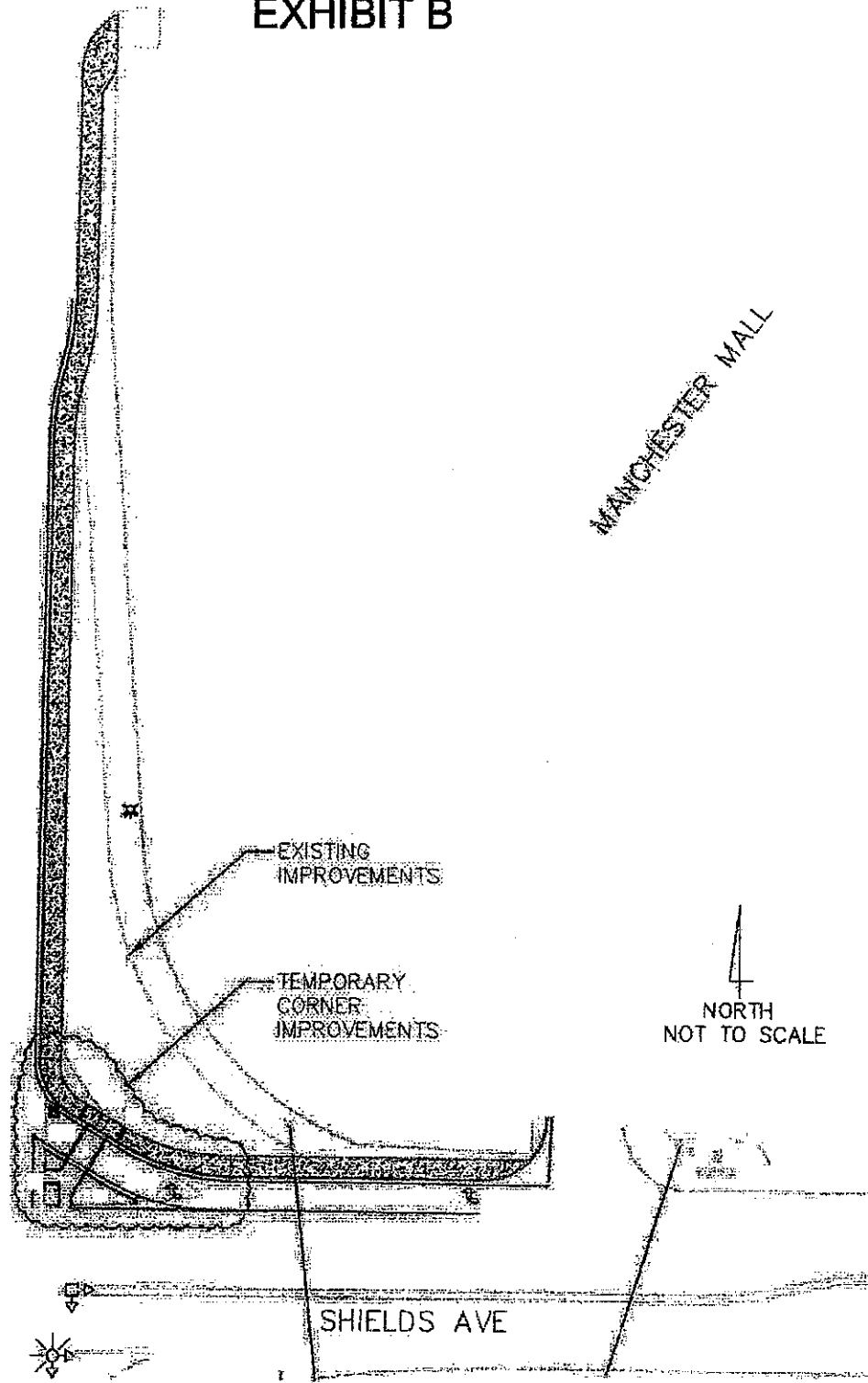
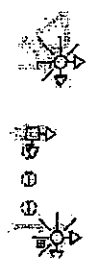


Exhibit C

DESCRIPTION OF PERMANENT FRONTAGE IMPROVEMENTS

EXISTING DRIVE APPROACH
EXHIBIT C

BLACKSTONE AVE

MANCHESTER MALL

EXISTING IMPROVEMENTS

PERMANENT FRONTAGE IMPROVEMENTS

NORTH
NOT TO SCALE

SHIELDS AVE

