

**AGREEMENT FOR PURCHASE AND SALE OF A PERMANENT STREET  
EASEMENT AND ESCROW INSTRUCTIONS  
APN 512-050-30  
Tract-6258 DEVELOPMENT PROJECT  
City Project No.: PW00951**

This Agreement for a Permanent Street Easement (Agreement) is entered into by and between Pedro Avila, (Owner), without regard to number or gender, and the CITY OF FRESNO, a municipal corporation (City) for a permanent street easement and right-of-way for public street purposes on the following terms and conditions.

1. The real property, which is the subject of this Agreement, hereinafter "Subject Property", is a Permanent Street Easement to facilitate the Tract-6258 Development Project, situated in the City of Fresno, County of Fresno, State of California, being approximately 1,116 square feet in size, within Assessor's Parcel Number 512-050-30, as described on Exhibit "A" and depicted on Exhibit "B", attached hereto, and incorporated herein by reference.
2. Owner agrees to grant to the City a permanent street easement and right-of-way, (Easement) for public street purposes over, under, through, and across the Subject Property, free and clear of all liens, encumbrances, and restrictions of record.
3. City shall pay the mutually agreed upon Just compensation amount of FORTY-EIGHT THOUSAND AND 00/100 (\$48,000.00) for the Easement, including cost to cure damages, benefits and/or severance damages to the remainder, if any, as described on Exhibit "C", attached hereto, and incorporated herein by reference, for the Subject Property.
4. Clause 3 above may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area be acquired for this project and must be replaced in order to proceed with the construction of the project. If Owner does not replace said items, City may install temporary fencing on Owner's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Owner's property line. Owners hereby agree to allow the City, its agents, employees, authorized contractors and subcontractors and their employees access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Owner.
5. The Effective date of this Agreement shall be upon its duly authorized execution by the City and the payment of FORTY-EIGHT THOUSAND DOLLARS (\$48,000.00) as just compensation to the Owner.
6. Owner represents and warrants that it holds fee title to the Subject Property and has the authority to enter into the Agreement herein made.

7. Owner agrees to hold the City harmless and reimburse the City for any and all losses and expenses as to the Subject Property by reason of any change in ownership or Lease of said Subject Property held by any tenant of the Owner.
8. The sale shall be completed through an external escrow to be opened at Fidelity Title Company, 7475 N. Palm Avenue, Suite 107, Fresno, CA 93711. Bernadette Watson shall be the escrow agent. Said escrow shall be opened upon the following terms and conditions, and the Owner and City by their signature to this Agreement make this paragraph their escrow instructions:
  - a. The City 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.
  - b. Payment of said sums, less Owner's cost to clear title, if any, may be made to Owner 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 free and clear of all liens, encumbrances, and restrictions of record.
  - c. The City reserves the right to accept title to the property interest to be acquired by City herein subject to certain defects in any or all matters of record title to the property. In consideration for Owner receiving the total sum as stated in Paragraph 3, the undersigned Owner covenants and agrees to indemnify and hold the City harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner under specified in Paragraph 3.
  - d. It is understood that Owner shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the subject property.
  - e. The escrow fee, cost of policy of title insurance, recording fees (if any), shall be paid by the City.
  - f. 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.
9. Owner 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 Owner, City, 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 Property on or before the effective date of this Agreement. 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. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner specified in Paragraph 3. This limitation does not preclude the City from bringing a claim against Owner for a loss on the adjacent property.

10. 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. 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 Owner.

[SIGNATURE PAGE TO FOLLOW]

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

SELLER, Pedro Avila

By: \_\_\_\_\_  
Randall W. Morrison, PE Date  
Capital Projects Director

By:  8-29-23  
Pedro Avila Date

RECOMMENDED FOR APPROVAL:

By:  8.29.23  
Nancy Bruno Date  
Supervising Real Estate Agent

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By:  9/19/23  
Senior Deputy Date  
Jennifer M. Cuiratarilla

ATTEST:  
TODD STERMER, CMC, MMC  
City Clerk

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

Attachments:

1. Exhibit "A"
2. Exhibit "B"
3. Exhibit "C"

## EXHIBIT "A"

APN 512-050-30 (portion)  
Public Street easement

That portion of Lot 16 of Duncan Tract, in the County of Fresno, State of California, according to the map thereof recorded in Book 3 Page 38 of Record of Surveys, Fresno County Records, described as follows:

COMMENCING at the Northeast corner of said Lot 16, said corner lying 30.00 feet south of the North line of the Northeast quarter of Section 21, Township 13 South, Range 19 East, Mount Diablo Base and Meridian; thence South 89° 57' 59" West, along the North line of said Lot 16, a distance of 11.87 feet to the TRUE POINT OF BEGINNING; thence

- 1) South 56° 28' 18" West, a distance of 23.56 feet; thence
- 2) South 89° 57' 59" West, a distance of 64.51 feet; thence
- 3) North 60° 31' 50" West, a distance of 26.40 feet to a point on the North line of said Lot 16; thence
- 4) North 89° 57' 59" East, along said North line, a distance of 107.13 feet to the TRUE POINT OF BEGINNING.

Contains an area of:            1,116 Sq. Ft., more or less.



*Peter D. Cohrs*

# EXHIBIT "B"

NE CORNER  
SEC. 21 13/19

R/W PREVIOUSLY DEDICATED  
PER DUNCAN TRACT  
RS BK. 3, PG. 38, FCR

N 89°57'59" E

WEST ASHLAN AVENUE

T.P.O.B.

L5

L4

L3

L2

SEE DETAIL A

W. LINE LOT

N 00°00'24" E

P.O.C. NE COR. OF LOT 16

N 00°00'24" E

APN  
512-050-74

APN  
512-050-30

APN  
512-050-41

APN  
512-050-42

APN  
512-050-78

LOT 16 - DUNCAN TRACT  
R.S. BK. 3, PG. 38, FCR

## LEGEND:

- — — — — EXISTING R/W
- - - - - SECTION LINE
- - - - - EXISTING PROPERTY LINE



INDICATES AREA OF  
EASEMENT TO BE  
GRANTED TO THE CITY  
OF FRESNO FOR PUBLIC  
STREET PURPOSES

AREA: ±1,116 SF

- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING



SCALE 1" = 80'



## LINE TABLE

LINE	BEARING	LENGTH
L1	N89°57'59"E	11.87'
L2	S56°28'18"W	23.56'
L3	S89°57'59"W	64.51'
L4	N60°31'50"W	26.40'
L5	N89°57'59"E	107.13'

*Peter D. Cohrs*



REF. & REV.

2021-048  
PWF  
PLAT

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

PORTION OF LOT 16 OF DUNCAN TRACT IN NE QUARTER SEC. 21,  
T13S, R19E TO BE GRANTED AS EASEMENT FOR PUBLIC STREET  
PURPOSES

PROJ. ID. \_\_\_\_\_ KRA \_\_\_\_\_  
FUND NO. \_\_\_\_\_ RES TYPE \_\_\_\_\_  
ORG. NO. \_\_\_\_\_

DR. BY \_\_\_\_\_ HL \_\_\_\_\_  
CH. BY \_\_\_\_\_ PC \_\_\_\_\_  
DATE 12/7/2020  
SCALE AS NOTED  
JOB NO. 19-022

SHEET NO. 1  
OF 1 SHEETS  
15-A-9887

P:\CIVIL 3D PROJECTS\2019\19-022 SURVEY AND MAPPING\SURVEY EXHIBITS\ASHLAN ROW FINAL\512-050-30 ROW DEDICATION.DWG 7/8/2021 2:09:21 PM

<b>APPRAISAL SUMMARY STATEMENT</b>
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**BASIC DATA**

PROJECT:	PW00951 / Tract 6258 Offsite ROW Acquisition	
ASSESSOR'S PARCEL NO. (APN#):	512-050-30	
OWNER:	Pedro Avila	
PROPERTY LOCATION:	6249 West Ashlan Avenue, Fresno, CA 93723	
APPLICABLE ZONING:	RR	
CURRENT USE OF SUBJECT PROPERTY:	Rural Residential	
HIGHEST AND BEST USE OF SUBJECT PROPERTY:	Multifamily	
DATE OF VALUATION:	5/16/2023	
TOTAL PROPERTY AREA:	± 138,521 square feet	
PROPERTY TO BE ACQUIRED:	ALL [   ]	PART [ X ]
Type/Number of Easements	One ±1,116 square foot permanent easement and right-of-way for public street purposes.	
IMPROVEMENTS TO BE ACQUIRED:	Improvements included in the acquisition area ±100 LF of concrete curbing, ±521 SF of a gravel drive, nine shrubs and one lemon tree.	

**BASIS OF APPRAISAL**

The market value for the property to be acquired is based upon an appraisal done by a certified and state-licensed appraiser, which was prepared in accordance with accepted appraisal principles and procedures.

Recent sales of comparable properties, income data, and depreciated replacement costs are utilized as appropriate. Full consideration is given to zoning, development potential, and the income that the subject property is capable of producing. There are three approaches to value:

1. In the Sales Comparison Approach, the appraisers derive a value indication by comparing the property being appraised to similar properties in competitive areas that have recently sold or been offered for sale. This procedure is accomplished by applying the appropriate units of comparison extracted from the market and then by applying adjustments to the sales prices of the comparable. This approach in the appraisal analysis is based upon the premise that an informed purchaser would pay no more for a property than a substitute property with equal utility.
2. The Cost Approach is based in part on a replacement cost new of improvements, less depreciation. This approach was not utilized in this analysis.
3. The Income Approach is based upon consideration of the income producing potential of the property. This approach was not utilized in this valuation process as it was deemed inapplicable to this specific case.

**VALUATION****Permanent Easement Acquisition:**

Acquisition = 1,116 SF @ \$4.20/SF=	\$ 4,687.00
Concrete Curbing = 100LF @ \$20/LF=	\$ 2,000.00
Gravel Drive = 521 SF @\$1.50/SF =	\$ 782.00
Shrubs = 9 @ \$80.00/Shrub =	\$ 720.00
Lemon Shrub = 1 @ \$225 =	\$ 225.00
Total Value Part Taken =	\$ 8,414.00

**Cost to Cure:**

Replace Block Fence = 100 LF @ \$75/LF =	\$ 7,500.00
Replace Irrigation Line = \$200 =	\$ 200.00
Total Cost to Cure:	\$ 7,700.00

**Loss in Rent:**

Rent Loss = \$400 x 51.73 =	\$ 25,865.00
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Severance Damages	\$ 0.00
Benefits	\$ 0.00

Total Compensation	\$ 41,979.00
Adjusted To =	\$ 42,000.00

**Total Just Compensation for this Acquisition (Rounded)      \$42,000.00**

**FORTY-TWO THOUSAND DOLLARS AND NO CENTS**

This summary of the basis of the amount offered as just compensation is presented in compliance with federal and state laws and has been derived from a formal appraisal prepared by a certified and state-licensed real estate appraiser, which includes supporting sales data and other documentation. The appraisal is hereby confirmed, approved, and accepted by this agency and a purchase offer based thereon is hereby approved and authorized.

**City of Fresno****Recommended for Purchase Offer and Acquisition:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: Nancy Bruno  
 Title: Supervising Real Estate Agent

Att: Land Comparable Summary Table

**SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN**

**Project: PW00951**  
**APN#: 512-050-30**

**City of Fresno – Tract 6258 Offsite ROW Acquisition**  
**(Pedro Avila)**

The proposed project consists of street improvements along Ashlan Avenue.

Your property, located in Fresno, California, is within the project area and identified by your County Assessor as Parcel Numbers 512-050-30.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines requires that each owner from whom the City purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/(are) owned by you or, if applicable, occupied by you as a tenant and which is/(are) contiguous to the land being conveyed.
3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interests being acquired are described in the accompanying Deeds.
4. The market value of the property being purchased is based upon a market value appraisal which is \$42,000.00, summarized on the attached Appraisal Summary Statement and such amount:
  - a. Represents the full amount of the appraisal of just compensation for the property to be purchased.
  - b. Is not less than the approved appraisal of the fair market value of the property as improved.
  - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is being acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
  - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Civil Code of Procedure Section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of such an appraisal up to a maximum of \$5,000.00 subject to the following conditions:
    - a. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to your contract with an appraiser.
    - b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (OREA). It is also recommended that such appraiser be experienced and qualified in the appraisal of easements if this offer is to purchase easements rather than the fee interest in your property.
    - c. Within 30 days of your receipt of this offer, you must notify the City of your intent to obtain an independent appraisal.
    - d. Appraisal cost reimbursement requests must be made in writing and submitted to the City within 30 days of your receipt of the independent appraisal and no later than 120 days of your receipt of this offer. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City concurrent with submission of the appraisal cost reimbursement request. The appraisal costs must be reasonable and justifiable.
  6. No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City programs or activities. If federal funding is being utilized in the project for which your property is being sought, notice is hereby provided that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations, in all programs and activities undertaken by the City. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City.
  7. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owners' ability to prove such loss in accordance with the provisions of Section 1263.510 and 1263.520 of the Code of Civil Procedure.
  8. If you ultimately elect to reject this offer for the purchase of your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
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## Comparable Land Sales

#	Location	Date Document	Grantor Grantee	Sales Price	Lot Size (Ac) Lot Size (sf)	Offsites Orientation	Zoning	\$/Acre \$/sf
1	3572 N Blythe Avenue Fresno/ CA/ 93722	Oct 14, 2022 128309	Richard Esparza Ted Moon	\$862,000	4.80 209,088	Partial Interior	RM-1 Residential Multifamily	\$179,583 \$4.12
2	953 N Monte Avenue Fresno/ CA/ 93728	Apr 14, 2022 48414	Pestorich Holdings Lucero Aguayo	\$140,000	0.79 34,391	Partial Interior	R2A Rural Residential (Agricultural)	\$177,215 \$4.07
3	4783 E Austin Way Fresno/ CA/ 93726	Jan 18, 2022 7170	Ana Maria Comejo Chen & Meili Zheng	\$160,000	0.90 39,468	Partial Interior	RM-1 Multiple Family	\$177,778 \$4.05
4	1886 S West Avenue Fresno, CA 93706	Jan 12, 2022 5028	Ennis Holding LLC Temores	\$225,000	1.25 54,450	Partial Interior	CMX Corridor Mixed Use	\$180,000 \$4.13
5	Undefined, Cedar Avenue Fresno/ CA/ 93702	Mar 24, 2021 49062	Amandip S Gill Randy Lewis	\$50,000	0.24 10,440	Partial Interior	RM-1 Residential Multifamily	\$208,333 \$4.79