

**AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY AND ESCROW INSTRUCTIONS**
**A portion of a City Street located on the west side of North
Broadway Street between East Divisadero Street and East
Voorman Avenue, Fresno, CA**

This Agreement for Purchase and Sale of Real Property ("Agreement") is entered into by and between MARGARET R. BOYAJIAN COURTIS and JEFFREY L. BOYAJIAN (collectively the "Buyer") and the CITY OF FRESNO, a California municipal corporation (the "Seller" or "City").

RECITALS

- A. The City owns fee title to that certain real property located on the east side of North Broadway Street between East Divisadero Street and East Voorman Avenue, adjacent to Assessor's Parcel Number (APN) 459-304-01 (the "Subject Property"), more particularly described in Exhibit "A," Legal Description, and Exhibit "B," Plat Map, attached hereto and incorporated herein by reference.
- B. The Buyer has agreed to purchase the Subject Property as-is to keep and maintain with their adjacent parcel, APN 459-304-01.
- C. The City now wishes to sell the property to the Buyer and the 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 is situated on the east side of North Broadway Street between East Divisadero Street and East Voorman Avenue in the City of Fresno, County of Fresno, State of California, being approximately 0.11-acre in size (475.3 square feet), including any easements.
- 2. **Fee Title.** The Seller shall grant the Subject Property to the Buyer in fee, free and clear of all liens, encumbrances, and restrictions of record.
- 3. **Purchase Price.** The Buyer shall pay the Seller **ONE THOUSAND TWO HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS (\$1,238.00)** (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.** The 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 transaction of the sale shall be processed by the City through an internal escrow at 747 R Street, 2nd Floor, Fresno, CA 93721. The

contact is Nancy Bruno at (559) 621-8696 (the "Escrow Holder"). The Seller and the Buyer by their signature to this Agreement agree upon the following terms and joint escrow instructions:

- a. **Deposits.** The Buyer shall deposit the sums specified in Paragraph 3 of this Agreement as follows:
 - i. **Initial Deposit.** Within five days of the Effective Date, the Buyer shall deposit with the Escrow Holder the sum of ONE HUNDRED TWENTY-THREE DOLLARS AND 80/100 DOLLARS (\$123.80) (the "Initial Deposit"), which shall be considered non-refundable. The Initial Deposit shall be applied to the Purchase Price at close of escrow (more particularly defined in Section d below).
 - ii. **Balance of Purchase Price.** The Buyer shall pay the balance of the Purchase Price, less the Initial Deposit to the Seller, in good funds through escrow, not later than the close of business on the day before the close of escrow. The Escrow Holder will forward to both the Buyer and the Seller copies of all signed and recorded documents, with the recording and filing date and information endorsed thereon.
 - b. **Financial Liabilities.**
 - i. It is understood that the Seller shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property up to the recording date.
 - ii. After the recording date, the Buyer assumes responsibility for all taxes, penalties, redemptions, and costs allocable to the Subject Property.
 - c. **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.
 - d. **Close of Escrow.** The close of escrow for the purchase and sale of the Subject Property shall occur after the following conditions of sale have been met:
 - i. Buyer's approval of physical inspection of the Subject Property,
 - ii. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City,
 - iii. The Escrow Holder is in possession of a good and sufficient grant deed, duly executed by the Seller.
7. **Possession.** Sole and exclusive possession of the Subject Property shall be delivered to the Buyer on the closing date, free of all claims from the 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, the Seller has not expressly or impliedly made any representations, guaranties, promises, statements, assurances, or warranties of any kind concerning the Subject Property. The 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.

9. **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:

Margaret R. Boyajian Courtis
Jeffrey L. Boyajian
P.O. Box 573
Fowler, CA 93625-0573
Telephone: (559) 285-2878

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.

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. **Compliance with Laws.** The Parties shall implement this Agreement in accordance with all applicable Federal, State and City laws, ordinances and codes. Pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, the Parties shall 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. Parts 21 and 28 C.F.R. Section 50.3.

Further, 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.
- d. **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.
- e. **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.
- f. **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.
- g. **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.

- h. **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.
- i. **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.
- j. **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.
- 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.

11 **Indemnity.** The Buyer shall indemnify, hold harmless and defend the 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 the City, the Buyer 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 directly or indirectly from the negligent or intentional acts or omissions of the City or any of officials, employees, agents, or invitees, in the performance of this Agreement.

[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

MARGARET R. BOYAJIAN COURTIS and
JEFFREY L. BOYAJIAN

By: _____
Georgeanne A. White
City Manager

By: Margaret R. Boyajian
Margaret R. Boyajian Courtis Date
11/18/24

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Jeffrey L. Boyajian Date

By: [Signature] 11/26/24
Kelsey A. Seib Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Attachments:

- 1. Exhibit A - Legal Description
- 2. Exhibit B- Plat Map

EXHIBIT "A"

GRANT DEED

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 3, 4, 5 AND 6 IN BLOCK 2 OF CENTRAL ADDITION TO FRESNO CITY, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 30 OF PLATS, RECORDS OF SAID COUNTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEASTERLY 3.00 FEET OF THE NORTHEASTERLY RIGHT OF WAY OF BROADWAY (FORMERLY "I" STREET) AS ESTABLISHED OF RECORD ON OCTOBER 28, 1913, RECORDED IN VOLUME 537 OF DEEDS, AT PAGE 226, AND VOLUME 543 OF DEEDS, AT PAGE 101, OFFICIAL RECORDS OF FRESNO COUNTY,

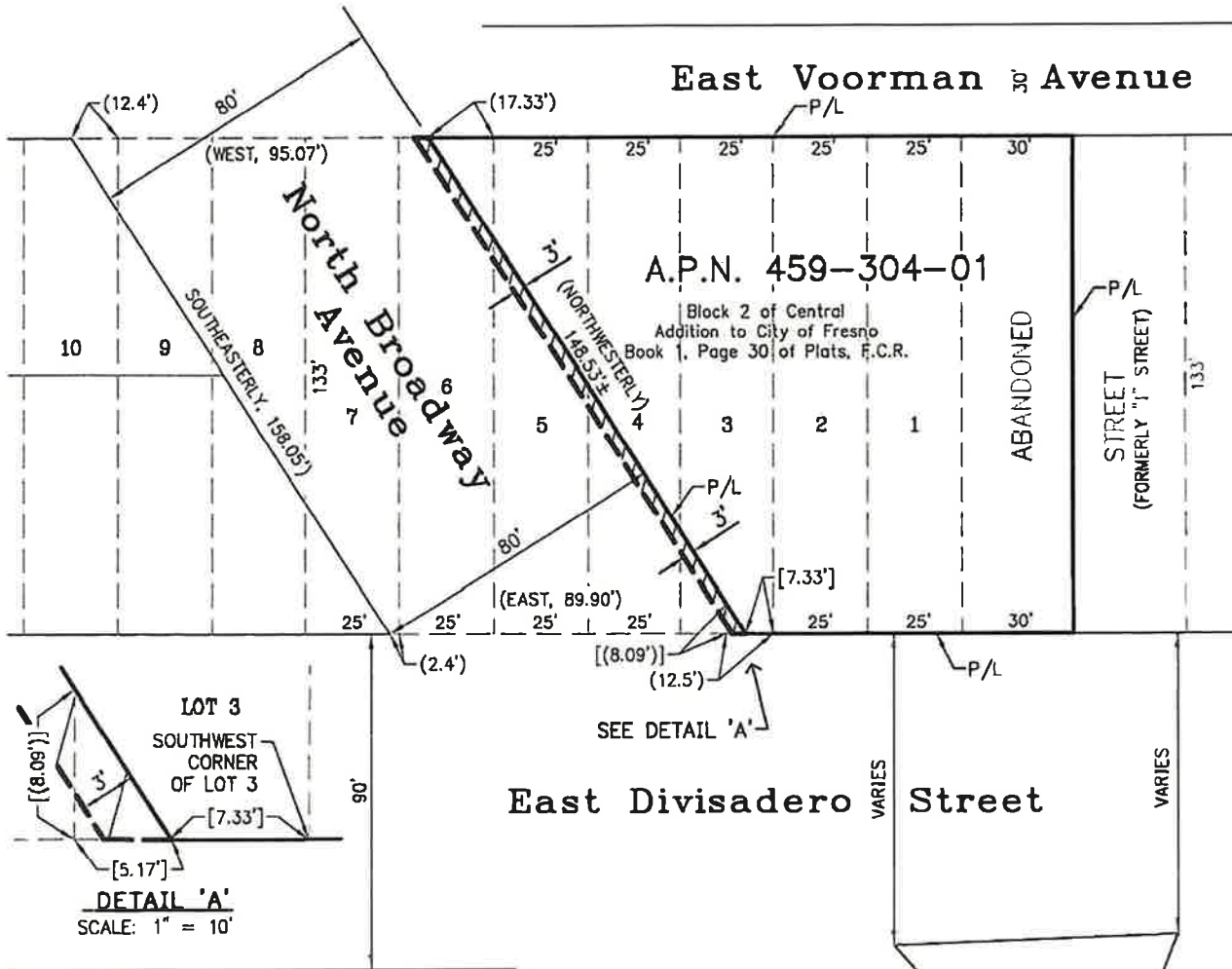
CONTAINS 475.3 SQUARE FEET, MORE OR LESS.

PWF#13357
PLAT: 2554
P23-01843
2024-182

MG/pwl
22075 Vacation Exhibit A.doc



EXHIBIT "B"

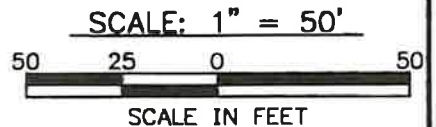


SOURCE OF DATA

CENTRAL ADDITION TO FRESNO CITY ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 30 OF PLATS, FRESNO COUNTY RECORDERS.

LEGEND

- INDICATES AREA OF RIGHT-OF-WAY TO BE VACATED. CONTAINS 475.3± SQUARE FEET
- (...) INDICATES RECORD DATA AS SHOWN IN THE DEED RECORDED OCTOBER 28, 1913, IN BOOK 537 OF DEEDS AT PAGE 226, FRESNO COUNTY RECORDS.
- [...] INDICATES RECORD DATA AS SHOWN IN THE DEED RECORDED OCTOBER 28, 1913, IN BOOK 543 OF DEEDS AT PAGE 101, FRESNO COUNTY RECORDS.



PLOT VIEW: VAC 1
AUTOCAD ID: 22075.DWG

OWNER/APPLICANT:

JAMES COURTIS
873 EAST ARETHA AVENUE
FOWLER, CA 93625
PH: (559) 318-4335

R.W.GREENWOOD ASSOCIATES, INC.

CIVIL ENGINEERING - LAND SURVEYING
2558 E. OLIVE AVE. - FRESNO, CALIFORNIA 93701 - Tel. (559) 268-7831

W.O. No. E-22075 SEPTEMBER 6, 2023

REF. & REV.
PW FILE No. 13357
PLAT No. 2554
P23-01843
2024-182

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

STREET VACATION

A PORTION OF LOTS 3, 4, 5 AND 6 IN BLOCK 2 OF CENTRAL ADDITION TO FRESNO CITY ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1, PAGE 30 OF PLATS, F.C.R.

PROJ. ID. _____
FUND NO. _____
ORG. NO. _____

DR. BY MGG
CH. BY _____
DATE _____
SCALE AS SHOWN

SHEET NO. 1
OF 1 SHEETS

15-A-10574