

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY
AND ESCROW INSTRUCTIONS
1830 E. University Avenue
Project No. WM00024**

Marvin and Jacqueline Scheidt Living Trust hereinafter called the "Sellers," 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 property is being purchased in fee simple title on the following terms and conditions:

1. All that real property which is the subject of this Agreement, and which is hereinafter for convenience referred to as the "subject property," is presently in fee simple title to that certain parcel of land situated in the City of Fresno, County of Fresno, State of California, more particularly described as Assessors' Parcel Number 446-231-08. Further the "subject property," consists of approximately 15,600 square feet and is depicted on Exhibit "A" and made part of this agreement.
2. The purchase price for the subject property shall be the sum of TWO HUNDRED FORTY THREE THOUSAND AND 00/100 DOLLARS (\$243,000.00) as just compensation therefor,
3. It is agreed and confirmed by the City that the property is being sold AS-IS with all known and unknown faults and defects.
4. Seller shall deliver, or cause to be delivered, any documents, keys in its possession that will remain with the Property following the close of escrow.
5. At Close of Escrow, Title Insurer shall provide to City, at Seller's expense, a standard CLTA policy of title insurance in an amount equal to the Purchase price.
6. City, for the City's benefit and at City's election, may elect to require Title Insurer to provide an ALTA policy of title insurance. If City so elects, the additional cost of the ALTA policy (over the cost of the standard CLTA policy) as well the cost of a current ALTA survey required by the Title Insurer, if any, and the cost of any additional endorsements or coverage that City may elect shall be paid by the City. City shall also be responsible for the cost of any policy of title insurance or endorsements required by any lender.

EXHIBIT "A"

APN 446-231-08
Grant Deed

That portion of Lot 13 of GOULD RANCH, according to the map recorded in Book 2 Page 21, of Plats, Fresno County Records, described as follows:

Beginning at a point on the South line of University Avenue which is distant 420 feet East of the West line of said Lot 13; thence East along said South line a distance of 60 feet; thence South parallel with the West line of said Lot a distance of 135 feet; thence West and parallel with the South line of University Avenue a distance of 60 feet; thence North 135 feet to the point of beginning.

TOGETHERWITH that portion of Lot 13 of GOULD RANCH, according to the map thereof recorded in Book 2 Page 21 of Plats, Fresno County Records, described as follows:

Beginning at a point on the South line of University Avenue which is distant 480 feet East of the West line of said Lot 13; thence East along said South line, to the West line of Effie Street, thence South 135 feet; thence West parallel with the South line of University Avenue to a point 480 feet East of the West line of said Lot 13; thence North 135 feet to the point of beginning.

EXCEPTING THEREFROM that portion of Lot 13 of GOULD RANCH, according to the Map thereof recorded in Book 2 page 21 of Plats, Fresno County Records, and more particularly described as follows:

BEGINNING at a point on the South line of East University Avenue which is South 89° 59' 54" East, a distance of 525.00 feet from the West line of said Lot 13; thence South 89° 59' 54" East, along said South line, a distance of 74.93 feet to the West line of North Effie Street said point being a 3/4 inch iron pipe with a tag bearing LS. 2737, flush with the ground surface; thence South 0° 05' 51" East, along the West line of North Effie Street, a distance 135.00 feet; thence North 89° 99' 54" West, along a line common to the property to the South, a distance of 60.16 feet to a 3/4 inch iron pipe with no tag and 0.10 feet below the ground surface; thence North, parallel with and 540.00 feet East from the West line of said Lot 13, a distance of 95.00 feet; thence North 89° 59' 54" West, parallel with and 40.00 feet South from the South line of East University Avenue, a distance of 15.00 feet, to a point that is 525.00 feet East from the West line of said Lot 13; thence North, parallel with and 525.00 feet East from the said West line of Lot 13, a distance of 40.00 feet to the POINT OF BEGINNING.

Containing an area of 15,600 square feet, more or less.

2018-007
Plat 2256



2-13-2018

7. Real estate taxes, outstanding assessments that are not liens of the Property, fire and extended coverage insurance premiums, rent, utilities and operating expenses (as applicable) shall be prorated as of the date of close of escrow. Escrow fees and closing costs shall be split as typical in Fresno County.

8. Close of Escrow shall occur no more than forty-five (45) calendar days following approval by the Fresno City Council.

9. It is acknowledged that City and Seller are both represented by Colliers International (Dual Agent), and both parties consent hereto, and agree that no other broker/agent other than Colliers International shall be entitled to any commission or fee in regards to this potential purchase transaction. Brokerage commissions shall be paid through escrow by Seller in the amount of six percent (6%) of the gross purchase price.

10. It is agreed and confirmed by the City and the Seller that notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by the City shall commence on the close of escrow or April 22, 2018, whichever occurs first.

11. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to said real property and can convey the subject property free and clear of all liens, encumbrances, and restrictions of record upon review and approval of an updated title report.

12. The sale shall be completed through an external escrow to be opened at Chicago Title Company, Escrow No. 45000833-450-SM at 7330 N Palm Ave, Ste 101 Fresno, CA 93711. Phone number is 559-492-4251. Sue Meyer will be handling your escrow. Said escrow shall be opened upon the following terms and conditions, and the Sellers and City by their signature to this Agreement make this paragraph their escrow instructions:

- a. The City shall deposit the sums specified in Paragraphs 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 Sellers only when escrow holder possesses and is in a position

to deliver to the City a fully executed and acknowledged and recorded grant 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, deed of trusts and restrictions of record.

- c. It is understood that Sellers 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. 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.

13. **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.
- e. Attorney's Fees. Each party shall pay its own attorneys' fees and costs, if any.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

14. 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.

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

SELLERS:

Marvin and Jacqueline Scheidt Living Trust

RECOMMENDED FOR APPROVAL:

BY: Cathy Rodriguez
Cathy Rodriguez
Senior Real Estate Agent
Date 3/8/18

BY: Craig L. Hansen
Craig L. Hansen
Supervising Real Estate Agent

Date March 8, 2018

SELLER'S SIGNATURE:

BY: Victoria Lynn Barrington
Victoria Lynn Barrington, Trustee

BY: _____
Lori Anne Grossman, Trustee

BY: _____
Marvin Lee Scheidt, Trustee

BY: _____
Lawrence Dewayne Scheidt, Trustee

CITY OF FRESNO

Address of Sellers:

PO Box 931

Fresno, CA 93714

Scott Mozier, Director
Department of Public Works

Date _____

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

APPROVED AS TO FORM:

DOUGLAS T. SLOAN
City Attorney

By: Nancy Papanian
Deputy

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy
APN 446-231-08

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Cathy Rodriguez
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Date 3/8/18

BY: Craig L. Hansen
Craig L. Hansen
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Victoria Lynn Barrington, Trustee

BY: Lori Anne Grossman
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