

**AGREEMENT FOR PURCHASE AND SALE OF A PERMANENT EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT
AND ESCROW INSTRUCTIONS
APN 511-085-01
ASHLAN AVENUE WIDENING – POLK TO CORNELIA
City Project No.: PW00891**

This Agreement for purchase and sale of a permanent easement and associated temporary construction easement (the "Agreement") is entered into by and between MARK VEJAR, ADMINISTRATOR OF THE ESTATE OF MARIO VEJAR AKA MARIO MORENO VEJAR, DECEASED, PURSUANT TO THE INDEPENDENT ADMINISTRATION OF ESTATES ACT, FILED IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO, CASE NO. 24CEPR01077, MARCO A. BEJAR, JUAN BEJAR, MARIA K. TRUJILLO, AND ELIZABETH ARELLANO (collectively the "Owner"), without regard to number or gender, and the CITY OF FRESNO, a California municipal corporation (the "City") (collectively referred to as the "Parties").

RECITALS

- A. The Owner is the owner of an approximately 1.76-acre (76,665 square feet) parcel, located in the City of Fresno known as Assessor's Parcel Number ("APN") 511-085-01.
- B. The City desires to purchase the property rights more particularly defined in Section 1 below (the "Subject Property") for the Ashlan Avenue Widening – Polk to Cornelia Project (the "Project").
- C. The City now wishes to purchase from the Owner and the Owner now wishes to sell to the City the Subject Property rights subject to the terms and conditions contained herein.

AGREEMENT

1. **Subject Property Description.** The real property which is the subject of this Agreement (hereinafter the "Subject Property") includes a Permanent Easement for road and sidewalk purposes, a Permanent Easement to perfect the prescriptive use of this property within the existing roadway (the "Permanent Easements"), and a Temporary Construction Easement (collectively referred to as the "Easements") to facilitate the Project, situated in the City of Fresno, County of Fresno, State of California. The Permanent Easements, being approximately a 0.12-acre (5,598 square feet) and 0.18-acre (8,125 square feet) portion of land, and the Temporary Construction Easement, being approximately a 0.28-acre (12,599.70 square feet) portion of land, located within Assessor's Parcel Number 511-085-01, also known as 5221 West Ashlan Avenue, Fresno, California, as described and depicted in Exhibits "A"- "D", Legal Description and Plat Map of Permanent Easements; and Exhibits "E"- "F", Legal Description and

Plat Map of Temporary Construction Easement, attached hereto and incorporated herein by reference.

2. **Grant of Permanent Easement.** The Owner agrees to grant to the City a Permanent Easement and right-of-way for public street purposes over, under, through and across the Subject Property described in Exhibit "A"-D" (the "Permanent Easement"), free and clear of all liens, encumbrances, and restrictions of record. The City shall pay just compensation of **ONE HUNDRED NINETY-SIX THOUSAND FOUR HUNDRED FORTY-SIX AND 84/100 DOLLARS (\$196,446.84)** for the Permanent Easement.

3. **Grant of Temporary Construction Easement.** The Owner hereby grants the City a Temporary Construction Easement (the "TCE") on, over, through, along, and across those portions of the Subject Property as described in Exhibits "E"-F" including the right for the City, its agents, employees, authorized contractors and subcontractors and their employees to enter upon and pass and repass over and along the TCE and to deposit, store and use tools, implements and materials thereon whenever and wherever necessary for the purpose of performing construction on the Project. Said easement imposes an obligation upon the City to leave the Owner's property in like condition as found, or better. The term of this TCE shall be three (3) years commencing on December 3, 2025 and expiring on December 2, 2028.

3.1 The City shall pay just compensation of **TWENTY-FOUR THOUSAND SEVEN HUNDRED FORTY-SIX AND 93/100 DOLLARS (\$24,746.93)** for the three (3) year term of the Temporary Construction Easement.

3.2 Until such time as the City elects to take possession of any or all of the property acquired herein, the Owner shall have the use and enjoyment of its surface in the same manner as now used, except that in no event shall any advertising sign of any nature whatsoever be placed upon or allowed to remain on the property. Owner agrees to keep the premises in a neat and clean condition. The Owner agrees that no improvements other than those already on the property shall be placed thereof; and the planting of any crops, trees, or shrubs, or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Owner's risk and without expectation of payment if removed by the City.

4. **Total Compensation.** Upon the close of escrow, the City shall pay the combined (rounded) total just compensation amount of **TWO HUNDRED TWENTY-TWO THOUSAND AND NO/100 DOLLARS (\$222,000.00)** for the Permanent and Temporary Construction Easements, including cost to cure damages, benefits and/or severance damages to the remainder, if any, on the Subject Property.

5. **Replacement of Improvements.** Clause 4 above may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this Project and must be removed in order to proceed with the construction of the Project. If the Owner does not remove said items, the City may install temporary fencing on the Owner's property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the Project, and/or plug the irrigation line(s) at the Owner's property line. The Owner hereby agrees to allow the City, its agents, employees, authorized contractors and subcontractors and their employees access to their remaining property to perform said work.
6. **Effective Date.** The Effective date of this Agreement shall be upon its duly authorized execution by the City.
7. **Representation.** The Owner represents and warrants that it holds fee title to the Subject Property and has the authority to enter into the Agreement herein made.
8. **Change in Ownership or Lease.** The 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.
9. **Escrow Instructions.** The sale shall be completed through an External Escrow to be opened at First American Title Company (the "Escrow Holder"). Said escrow shall be opened upon the following terms and conditions, and the Owner and the City by their signature to this Agreement agree upon the following terms and joint escrow instructions to Escrow Holder:
 - a. The City shall deposit the sums specified in Paragraph 4 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from Escrow Holder.
 - b. Payment of said sums, less the Owner's cost to clear title, if any, may be made to the 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(s) 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(s) to be acquired by the City herein subject to certain defects in any or all matters of record title to the property. In consideration for the Owner receiving the total sum as stated in Paragraph 4, 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 specified in Paragraph 4.

- d. It is understood that the 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 made to the Owner upon the close of escrow.

10. Indemnity. The 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, the 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 Subject 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 4. This limitation does not preclude the City from bringing a claim against the Owner for a loss on the adjacent property.

11. Right of Possession and Use. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Subject Property by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Paragraph 4 herein are deposited into the escrow controlling this transaction. The amount shown in Paragraph 4 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

12. 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. The 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 City and the Owner.
- 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.

[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

By: _____
Georgeanne A. White Date
City Manager

RECOMMENDED FOR APPROVAL:

By: Nancy Bruno 11.27.2025
Nancy Bruno Date
Right of Way Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Kelsey Seib for 11-24-2025
Kelsey Seib Date
Deputy

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Deputy Date

Attachments: Exhibits "A"–"F"

OWNER
MARK VEJAR, ADMINISTRATOR OF
THE ESTATE OF MARIO VEJAR AKA
MARIO MORENO VEJAR, DECEASED,
PURSUANT TO THE INDEPENDENT
ADMINISTRATION OF ESTATES ACT,
FILED IN THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF FRESNO,
CASE NO. 24CEPR01077, MARCO A.
BEJAR, JUAN BEJAR, MARIA K.
TRUJILLO, AND ELIZABETH ARELLANO

By: Mark Vejar 11/05/2025
Mark Vejar Date
Administrator of the Estate of Mario Vejar

By: Marco A. Bejar 11-06-2025
Marco A. Bejar Date

By: Juan Bejar 11-8-25
Juan Bejar Date

By: Maria K. Trujillo 11-10-25
Maria K. Trujillo Date

By: Elizabeth Arellano 11-10-25
Elizabeth Arellano Date

OWNER ADDRESS:
848 West Eden Avenue
Fresno, CA 93706

CITY ADDRESS:

City of Fresno
Capital Projects Department
747 R Street, 2nd Floor
Fresno, CA 93721

EXHIBIT "A"
LEGAL DESCRIPTION

APN 511-085-01 (Portion)
Right-of-Way Dedication

A portion of that certain parcel of land granted by Grant Deed recorded April 18, 2019, as Document No. 2019-0039150, of Official Records of Fresno County, lying in the West half of the Northeast quarter of the Northeast quarter of Section 22, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

BEGINNING at a point of intersection thereof with the west line of said Document No. 2019-0039150 and a line which is parallel with and 30.00 feet South of the North line of said Northeast quarter of Section 22;

thence along the South line of Easement Dedication No. 1 granted by the Final Order of Condemnation, filed March 1, 1989 as Case No. 354877-3, and recorded March 10, 1989, as Document No. 89025711, Official Records of said County, the following three (3) courses:

- 1.) South 86°58'24" East, a distance of 117.81 feet;
- 2.) South 76°46'50" East, a distance of 103.50 feet;
- 3.) South 0°11'30" West, a distance of 5.74 feet;

thence North 89°59'45" West, a distance of 218.58 feet to a point of intersection thereof with the West line of said parcel granted by Document No. 2019-0039150;

thence North 0°18'41" East, along said West line, a distance of 35.61 feet to the **POINT OF BEGINNING**.

Containing an area of 5,598 square feet or 0.13 acres, more or less.

The above described easement is graphically depicted on the attached Exhibit "B" and made a part of this description by reference thereto.

END DESCRIPTION

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.



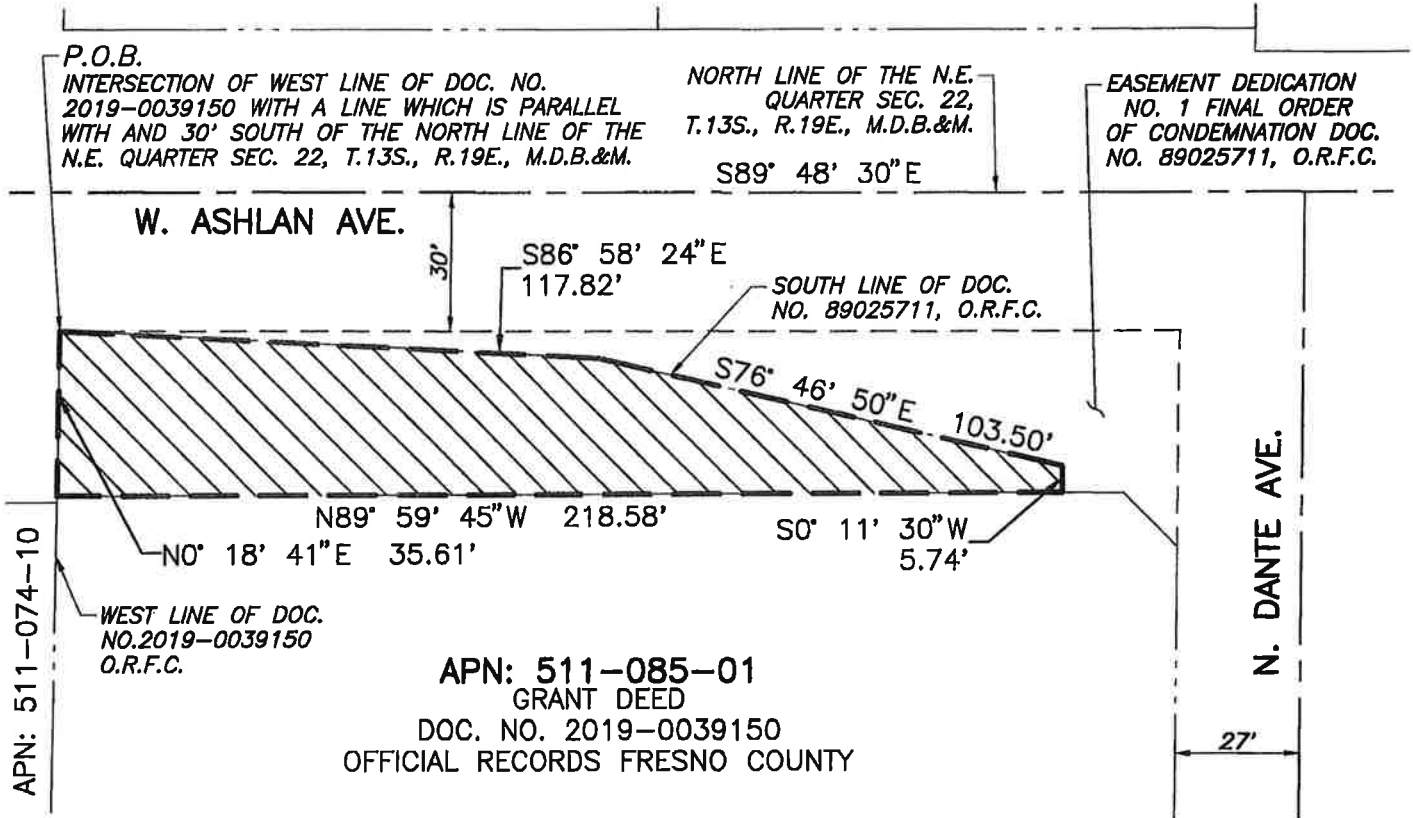
Date: July 14, 2023

Randell Scott West, PLS 8663
Blair, Church & Flynn Consulting Engineers








2023-179
15-A-10331
PLAT:1495
PW13314

EXHIBIT "B"



LEGEND:

- | | |
|---|---|
|  | PROPERTY LINE |
|  | SECTION LINE OR CENTERLINE |
|  | PROPOSED RIGHT-OF-WAY DEDICATION |
|  | EXISTING RIGHT-OF-WAY LINE |
| O.R.F.C. | OFFICIAL RECORDS FRESNO COUNTY |
|  | INDICATES AREA TO BE DEDICATED AS
PUBLIC STREET RIGHT-OF-WAY, CONTAINING
AN AREA OF ±5598 S.F./0.13 AC. |
| P.O.B. | POINT OF BEGINNING |



7/14/2023



SCALE: 1"=40'

REF.& REV. 2023-179 15-A-10331 PLAT 1495 PW13314	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. <u>PW</u> RES TYPE <u>-</u> FUND NO. _____ ORG. NO. _____
	AREA TO BE GRANTED FOR PUBLIC STREET PURPOSES.	DR. BY <u>HKB</u> CH. BY <u>RSW</u> DATE <u>7/14/2023</u> SCALE <u>1"=40'</u>

EXHIBIT "C"
LEGAL DESCRIPTION

APN 511-085-01 (Portion)
Right-of-Way Easement

A portion of that certain parcel of land granted by Grant Deed recorded April 18, 2019, as Document No. 2019-0039150, Official Records Fresno County, lying in the West half of the West half of the Northeast quarter of the Northeast quarter of Section 22, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

BEGINNING at the Northwest corner of the Northeast quarter of said Northeast Quarter;

thence South 89°48'30" East, along the North line of said Northeast quarter, a distance of 270.85 feet to a point of intersection thereof with a line which is parallel with and 270.85 feet East of the West line of the Northeast quarter of said Northeast quarter;

thence South 0°18'41" West, along said parallel line, a distance of 30.00 feet to a point of intersection thereof with a line which is parallel with and 30.00 feet South of said North line;

thence North 89°48'30" West, along last said parallel line, a distance of 270.85 feet to a point of intersection thereof with said West line of the Northeast quarter of the Northeast quarter of Section 22;

thence North 0°18'41" East, along said West line, a distance of 30.00 to the **POINT OF BEGINNING**.

Containing an area of 8,125 square feet or 0.19 acres, more or less.

The above described easement is graphically depicted on the attached Exhibit "B" and made a part of this description by reference thereto.

END DESCRIPTION

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.



Date: December 18, 2024

Randell Scott West, PLS 8663
Blair, Church & Flynn Consulting Engineers

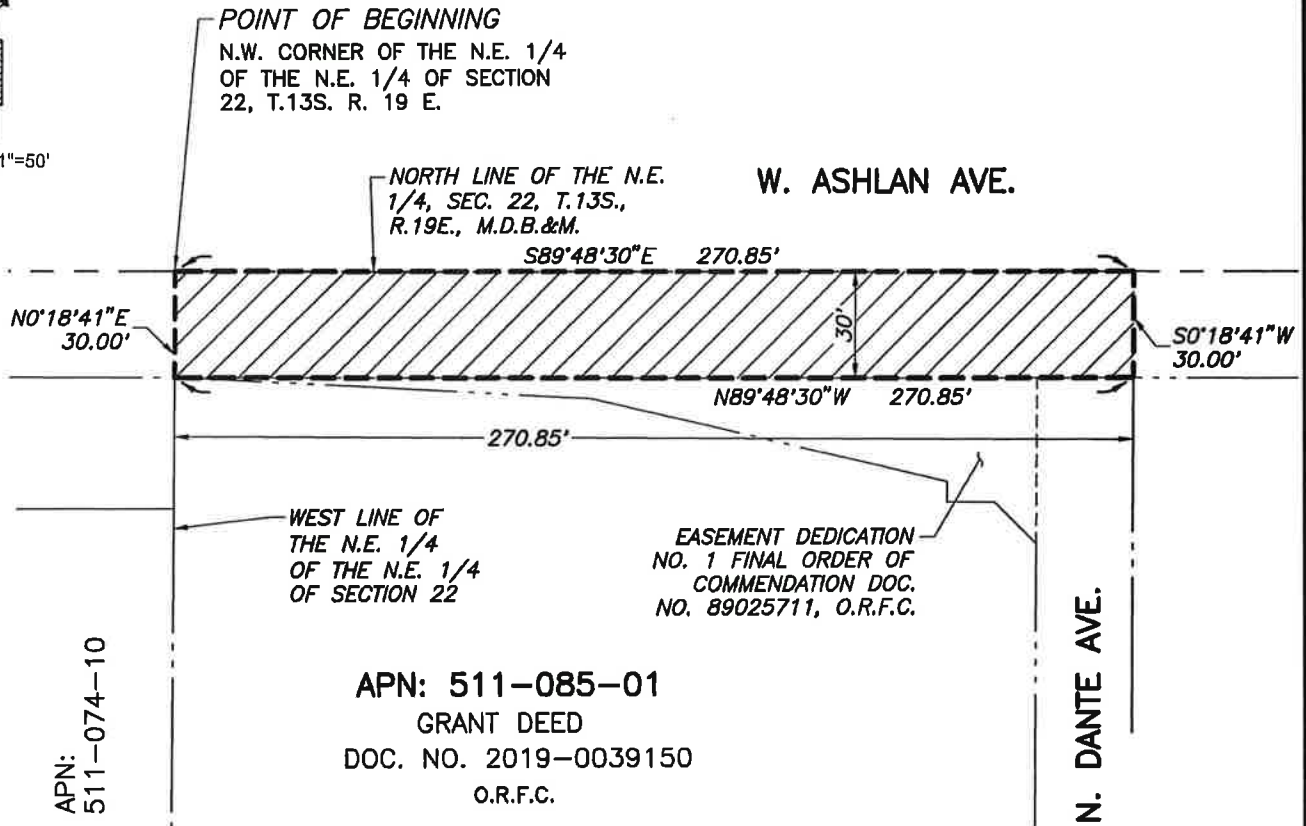


2023-179
15-A-10331
PLAT: 1945
PWF# 13314
PW00891

EXHIBIT "D"



SCALE: 1"=50'



LEGEND

---	PROPERTY LINE
---	PROPOSED RIGHT-OF-WAY DEDICATION
---	SECTION LINE
---	EXISTING RIGHT-OF-WAY LINE
O.R.F.C.	OFFICIAL RECORDS FRESNO COUNTY
M.D.B.&M.	MOUNT DIABLO BASE & MERIDIAN
	INDICATES AREA TO BE DEDICATED FOR PUBLIC STREET RIGHT-OF-WAY CONTAINING AN AREA OF 8,125 S.F./0.19 AC



Randell Scott West
12/16/2024

REF. & REV. 2023-179 PLAT: 1945 PWF# 13314	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. PW00891 FUND NO. 22048 ORG. NO. 189901	RES TYPE --
	AREA TO BE GRANTED FOR PUBLIC STREET PURPOSES	DR. BY MMM CH. BY HKB DATE 12/18/24 SCALE 1"=50'	SHEET NO. 1 OF 1 SHEETS 15-A-10331

EXHIBIT E

APN 511-085-01 (portion)
Temporary Construction Easement

A portion of that certain parcel of land granted by Grant Deed recorded April 18, 2019, as Document No. 2019-0039150, of Official Records of Fresno County, lying in the West half of the Northeast quarter of the Northeast quarter of Section 22, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

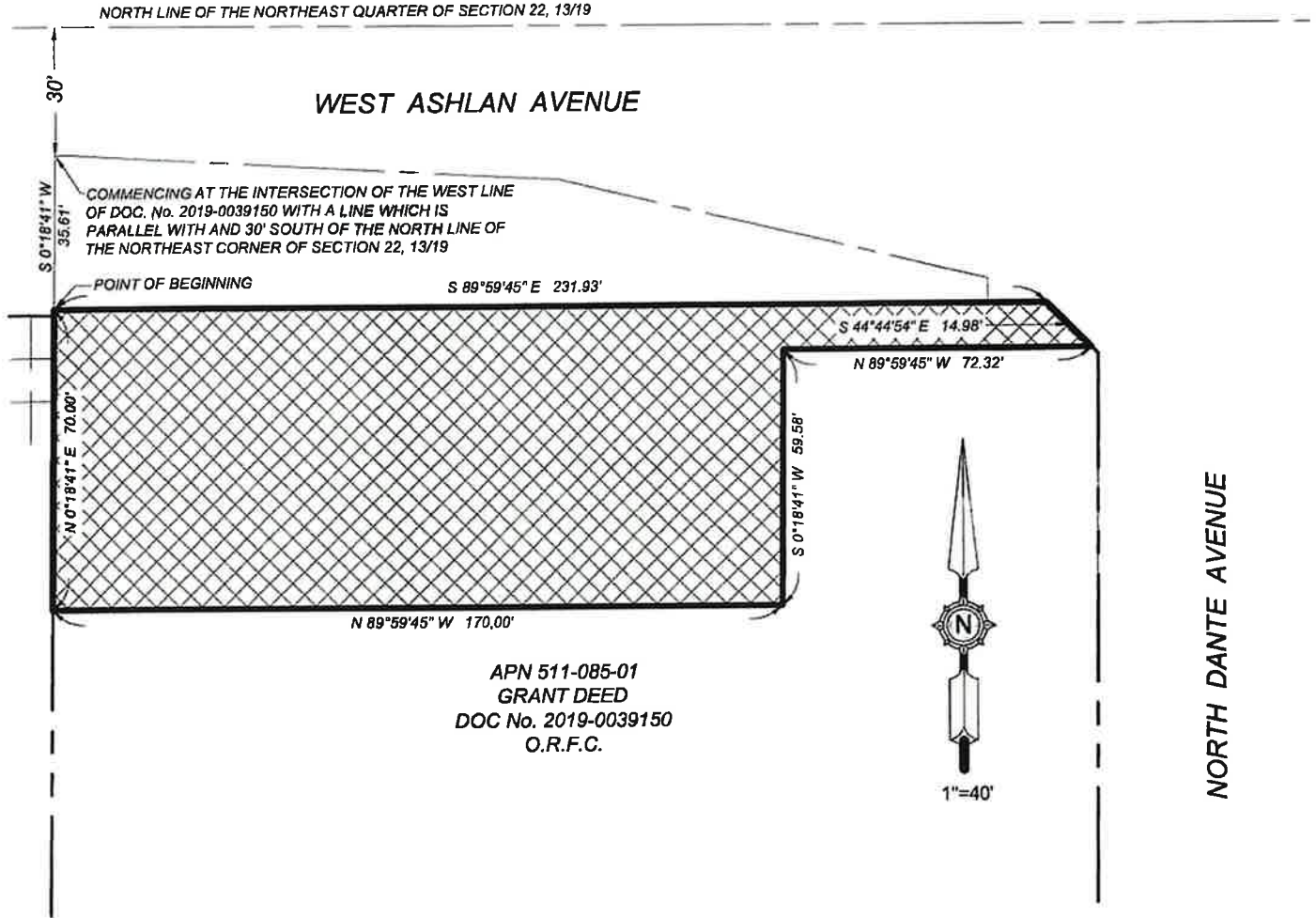
COMMENCING at a point of intersection thereof with the west line of said Document No. 2019-0039150 and a line which is parallel with and 30.00 feet South of the North line of said Northeast quarter of Section 22; thence South $0^{\circ}18'41''$ West, on said west line, a distance of 35.61 feet to the **POINT OF BEGINNING**; South $89^{\circ}59'45''$ East, a distance of 231.93 feet to the westerly right of way line of North Dante Avenue; thence South $44^{\circ}44'54''$ East, on said westerly line, a distance of 14.98 feet; thence North $89^{\circ}59'45''$ West, a distance of 72.32 feet; thence South $0^{\circ}18'41''$ West, a distance of 59.58 feet; thence North $89^{\circ}59'45''$ West, a distance of 170.00 feet to the west of said Grant Deed; thence North $0^{\circ}18'41''$ East, on said west line, a distance of 70.00 feet to the **POINT OF BEGINNING**.

Containing an area of: 12,599.70 square feet, more or less.



2025-020
15-A-17027
PLAT: 1945
PWF# 13314

EXHIBIT "F"



INDICATES TEMPORARY CONSTRUCTION EASEMENT
CONTAINING AN AREA OF: 12,599.70 SQUARE FEET, MORE OR LESS



REF. & REV. 2025-020 15-A-10727 PLAT 1945	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. <u>PW00891</u> RES TYPE <u> </u>	SHEET NO. <u>1</u> OF <u>1</u> SHEETS
	TEMPORARY CONSTRUCTION EASEMENT	FUND NO. <u>22048</u> ORG. NO. <u>189901</u> DR. BY <u>J.A.C.</u> CH. BY <u>J.A.C.</u> DATE <u>JAN. 22, 2025</u> SCALE <u>1" = 40'</u>	