

**AGREEMENT FOR PURCHASE AND SALE OF A PERMANENT STREET
EASEMENT AND ESCROW INSTRUCTIONS
APN 433-09-023S
Shields / Parkway to Brawley PROJECT
City Project No.: SB00109**

This Agreement for a Permanent Street Easement (Agreement) is entered into by and between Green Acres MH LLC, (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 Shields / Parkway to Brawley (Project), situated in the City of Fresno, County of Fresno, State of California, being approximately 10,450 square feet in size, within Assessor's Parcel Number 433-09-023S, 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 just compensation of Forty Seven Thousand One Hundred Dollars and Zero Cents (\$47,100.00) 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 being 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. Owner's 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 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 Seven Thousand One Hundred Dollars and Zero Cents (\$47,100.00) 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 National Title Company, 7475 North Palm Ave #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. 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 3 herein are deposited into the escrow controlling this transaction. The amount shown in Paragraph 3 herein includes, but is not limited to, full payment for such possession and use, including damagers, if any, from said date.

11. 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 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

Green Acres MH LLC

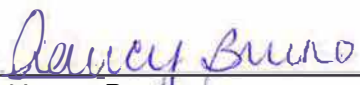
By: _____
Randall W. Morrison, PE, Date
Capital Projects Director

By:  _____ 8/14/23
Managing Member Date

RECOMMENDED FOR APPROVAL:

By: _____
Date


By:  _____ 8/23/23
Joshua Marple Date
Senior Real Estate Agent

By:  _____ 8.23.23
Nancy Bruno Date
Supervising Real Estate Agent

ATTEST:
TODD STERMER, CMC
City Clerk

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Deputy Date

By:  _____ 8/29/23
Deputy Date
Kelsey A. Seib

- Attachments:
1. Exhibit "A"
2. Exhibit "B"
3. Exhibit "C"

EXHIBIT "A"

APN: 433-090-23S (portion)
Street Easement

A portion of Lot 35 as shown in The Winterton Tract, according to the map thereof recorded January 29, 1887, in Volume 3 of Plats at page 21, Fresno County Records, lying in the Southwest quarter of Section 24, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

The North 22.00 feet of the South 52.00 feet of the West 475.00 feet of the East 505.00 feet of said Lot 35.

Containing and area of 10450.00 square feet, more or less

For the purpose of this Legal Description, the South line of Lot 35 is assumed to be the South line of the Southwest quarter of Section 24, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, and the East line of Lot 35 is assumed to be the East line of the Southwest quarter of Section 24, Township 13 South, Range 19 East, Mount Diablo Base and Meridian.



2022-158
15-A-10187
PLAT 2048
SB00109

EXHIBIT "B"

*Portion of LOT 35 of
The Winterton Tract
shown in Vol. 3 of
Plats, Pg. 21, F.C.R.*

APN: 433-090-23S
Green Acres MH LLC



1"=80'

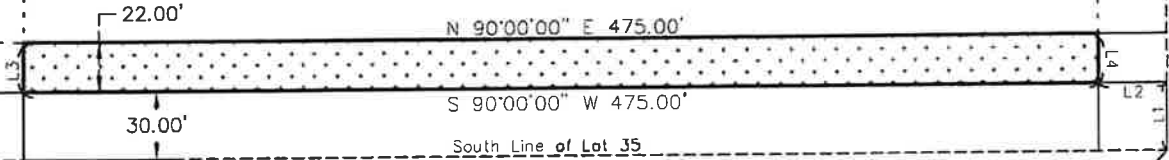
East Line of the West
150.00 feet of Lot 35

West Line of East
30.00 feet of Lot 35

N VALENTINE AVENUE

North Line of the South
52.00 feet of Lot 35

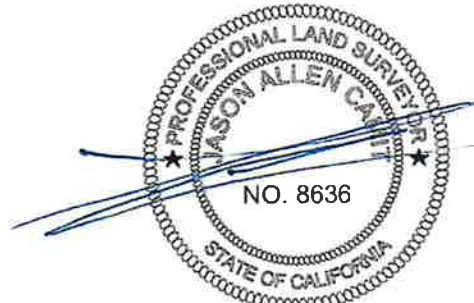
North Line of the South
30.00 feet of Lot 35



W SHIELDS AVENUE

The South Quarter Corner of
Sec. 24, T13S, R19E, M.D.B. & M.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'00"E	30.00'
L2	S90°00'00"W	30.00'
L3	N00°00'00"E	22.00'
L4	S00°00'00"W	22.00'



2-13-2023



INDICATES AREA TO BE DEDICATED FOR PUBLIC STREET
PURPOSES. 10450.00 S.F. ±

REF. & REV. 2022-158 15-A-10187 PLAT 2048	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. SB00109 RES TYPE _____ FUND NO. 20104 _____ ORG. NO. 181501 _____	SHEET NO. 1 OF 1 SHEETS
	AREA TO BE DEDICATED FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES.	DR. BY J.E.H. CH. BY J.A.C. DATE FEB. 13, 2023 SCALE 1" = 80'	

APPRAISAL SUMMARY STATEMENT

BASIC DATA

PROJECT: Street Maintenance SB00109 / Shields West of Valentine

ASSESSOR'S PARCEL NO. (APN#): 433-090-23S

OWNER: Green Acres MH LLC

PROPERTY LOCATION: 3051 N. Mosswood Dr, Fresno, CA 93722

APPLICABLE ZONING: RM-MH

CURRENT USE OF SUBJECT PROPERTY: Mobile Home Park

HIGHEST AND BEST USE OF SUBJECT PROPERTY: Present Use

DATE OF VALUATION: February 14, 2023

TOTAL PROPERTY AREA: ± 554,519 square feet

PROPERTY TO BE ACQUIRED: ALL [] PART [X]

New Right-of-Way Acquisition (Public Street Easement) ±10,450 square feet.

IMPROVEMENTS TO BE ACQUIRED: None

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

Value Before Taking:

Land - Whole Property (Unencumbered) 554,519.00 SF x \$4.50 /SF = \$2,495,336
Site Improvements - In New Acquisition Area (Depreciated)
None \$0
Subtotal Site Improvements: \$0

Total Value Before Taking: = \$2,495,336

Value of Part Taken (As Part of Whole):

Land - Right of Way Acquisition (Public Street Easement) 10,450.00 SF x \$4.50 /SF = \$47,025
Site Improvements - In New Acquisition Area (Depreciated)
None \$0
Subtotal Site Improvements: \$0

Total Value of Part Taken (As Part of Whole) - \$47,025

Remainder Value Before Taking: = \$2,448,311

Remainder Value After Taking:

Land (Unencumbered) 544,069.00 SF x \$4.50 /SF = \$2,448,311
Land (Encumbered by New Acquisition) 10,450.00 SF x \$0.00 /SF = \$0
Less Costs to Cure
None \$0
Subtotal Costs to Cure \$0

Total Value After Taking: \$2,448,311

Damages to Remainder: = \$0

Less Benefits: - \$0

Net Damage to Remainder: = \$0

Value of Part Taken (as Part of Whole): + \$47,025

Total Compensation of Permanent Easement Taking: = \$47,025

Total Just Compensation for this Acquisition (Rounded) \$ 47,100.00

FORTY SEVEN THOUSAND ONE HUNDRED DOLLARS AND ZERO 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.

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

**Project: SB00190 City of Fresno – Shields West of Valentine
APN#: 433-090-23S (Green Acres MH LLC)**

The City of Fresno is proposing to construct curb, gutter, sidewalk and pavement widening along Shields Ave.

Your property, located in Fresno, California, is within the project area and identified by your County Assessor as Parcel Numbers 433-090-23S.

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 include is described in the Deeds.
4. The market value of the property being purchased is based upon a market value appraisal which is \$47,100.00, 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 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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