

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
AND ESCROW INSTRUCTIONS**

**Assessor's Parcel Number: 436-260-22  
3876 North Blackstone Avenue, Fresno, CA 93726**

This Agreement for Purchase and Sale of Real Property and Escrow Instructions (Agreement) is entered into by and between the CITY OF FRESNO, a municipal corporation, (City or Buyer) and PRABHATBHAI T. PATEL and SUSHILABEN P. PATEL as TRUSTEES of The Prabhatbhai T. Patel and Sushilaben P. Patel Living Trust u/t/d dated September 12, 2019, (Seller). City and Seller are collectively referred to herein as "the Parties."

**RECITALS**

- A. Seller is the owner of real property located at 3876 N. Blackstone Avenue, in the City of Fresno, Assessor's Parcel Number 436-260-22 (Subject Property).
- B. City desires to purchase the Subject Property to facilitate the development of an affordable housing project.
- C. City has been in active negotiations with Seller for the Purchase and Sale of the Subject Property.
- D. City now wishes to purchase from Seller and Seller now wishes to sell to City, the Subject Property, subject to the terms and conditions 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 located at 3876 N. Blackstone Avenue, in the City of Fresno, County of Fresno, State of California, identified as Assessor's Parcel Number 436-260-22, which includes fixtures and improvements located on the property and all rights, privileges, and appurtenances, including any permits and easements. A legal description of the Subject Property is described in Exhibit A, attached hereto, and incorporated herein by reference.
- 2. **Fee Title.** Seller shall grant the Subject Property to City in fee, free and clear of all liens, encumbrances, and restrictions of record.
- 3. **Purchase Price.** City shall pay Seller Four Million Four Hundred Thousand Dollars (\$4,400,000) (Purchase Price) for the Subject Property.
- 4. **Effective Date.** The Effective Date of this Agreement shall be upon its duly authorized execution by the Parties after City Council approval.
- 5. **Right to Sell.** Seller represents and warrants it holds fee title to the Subject Property, that it has the authority to enter into this Agreement, and that the Subject Property is free and clear of all liens, encumbrances, and restrictions of record. Seller agrees to hold City harmless and reimburse City for any and all

losses and expenses as to the Subject Property by reason of any change in ownership or lease held by any guest or tenant of the Seller.

6. **Escrow Instructions.** The sale shall be completed through an External Escrow to be opened at Placer Title Company, located at 7700 N. Palm Avenue, Suite 101, Fresno, CA 93711 (Escrow Holder). Said escrow shall be opened upon the following terms and conditions, and Seller and City by their signature to this Agreement, make this paragraph their escrow instructions:

a. **Deposits.** The City shall deposit the sums specified in Paragraph 3 of this Agreement and the allocable closing costs in escrow upon receipt of a demand and statement from Escrow Holder:

i. **Non-Refundable Deposit.** Within ten days of the Effective Date of this Agreement, City shall deposit with Escrow Holder the sum of Five Hundred Thousand Dollars (\$500,000) (the Non-Refundable Deposit). The Non-Refundable Deposit shall be applied to the Purchase Price at Close of Escrow.

ii. **Balance of Purchase Price.** City shall pay the balance of the Purchase Price, less the Non-Refundable Deposit to Seller, in good funds through Escrow, not later than the close of business on the day before the Close of Escrow. Escrow Holder will forward to both City and Seller a separate accounting of all funds received and disbursed for each party.

Payment of said sums, less Seller's cost to clear title, if any, may be made to Seller only when Escrow Holder possesses and is in a position to deliver to the City, a fully executed, acknowledged, and recorded deed to the Subject Property, free and clear of all liens, encumbrances, and restrictions of record.

b. **Feasibility Period.** City shall have the right to examine the feasibility of the Subject Property for a period of sixty days after the Parties have executed this Agreement (the Feasibility Period). City, in its sole and absolute discretion, shall have the authority to waive all, or any portion of the Feasibility Period at any time prior to expiration of the Feasibility Period by providing written notice to Escrow Holder and Seller.

i. **Access.** City shall have the right to access the Subject Property at all times following execution of this Agreement by the Parties; for the purpose of conducting all studies, inspections, evaluations, tests, or surveys of the Subject Property that City elects to have performed upon reasonable notice to the Seller. City agrees to indemnify and hold Seller harmless from any and all liability, loss, cost, damage, or expense that Seller may sustain or incur by reason of, or in connection with, such entry, studies, inspections, evaluations, tests, or surveys conducted by City during the Feasibility Period.

- ii. **Feasibility Package.** Seller shall deliver to City a feasibility package within five days of execution of this Agreement. The following shall be included as due diligence in the package to the extent in the possession or control of Seller.
  - 1. Any documents relating to special assessment or bonds;
  - 2. All known current litigation affecting the Subject Property;
  - 3. All environmental reports;
  - 4. Copy of all fees paid related to the Subject Property;
  - 5. Updated preliminary title report and underlying documents and surveys;
  - 6. All Plans and any history of repairs or maintenance;
  - 7. List of any and all existing and in-place vendor contracts/agreements (e.g. utilities, ect.);
  - 8. Any existing physical, environmental, soil, engineering, etc., studies and reports on the Subject Property; and
  - 9. Any other documents or information related to the Subject Property that City shall require.
- c. **Defects in Title.** City reserves the right to accept title to the Subject Property to be acquired by City herein subject to certain defects in any or all matters of record title. In consideration for Seller receiving the total sum stated in Paragraph 3., the undersigned Seller covenants and agrees to indemnify and hold 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 Subject Property. The Seller's obligation herein to indemnify and hold City harmless shall not exceed the amount paid to the Seller specified in Paragraph 3.
- d. **Financial Liabilities.** It is understood that Seller shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property.
- e. **Costs.** The Parties shall each pay one half of the escrow fee; Seller shall provide City with a CLTA policy of title insurance; recording fees (if any) shall be as customary in Fresno County; all other closing costs shall be paid by the City; Seller will pay any cost to convey title to the Subject Property.
- f. **Disbursement.** Disbursement 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.

- g. **Close of Escrow.** Close of Escrow for the Purchase and Sale of the Subject Property shall occur on or before July 31, 2023. The following Conditions of Sale must be met prior to Close of Escrow:
- i. City's approval of contents of preliminary title report and exceptions;
  - ii. City's approval of any engineering reports;
  - iii. No pending litigation against the Subject Property and no notices of violation of law;
  - iv. City's approval of preliminary title report;
  - v. City's approval of physical inspection of the Subject Property.
  - vi. City's completion, approval, or waiver of the Feasibility Study;
  - vii. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City; and
  - viii. Escrow Holder is in possession of a good and sufficient grant deed, duly executed by Seller.
  - ix. Seller's delivery of the Subject Property at Close of Escrow to City without any guests or tenants;
7. **Possession.** Sole and exclusive possession of the Subject Property shall be delivered to City on the Close Date, free of all claims from Seller or any third persons under leases or otherwise. Seller represents there are no long-term leases or rentals on the Subject Property and furthermore confirms Seller will take no affirmative steps to create a long-term lease or rental on the Subject Property prior to or after execution of this Agreement.
8. **Relocation.** The Parties shall take all legally required steps to minimize displacements of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of the City's planned use of the Subject Property and services rendered in pursuit thereof. The Parties acknowledge and agree, that under applicable law, a displaced person must be provided relocation assistance in accordance with regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C 4601-4655).
9. **Commission.** At the Close of Escrow, and through escrow, Seller shall pay a brokerage commission to Seller's broker, Joshua Mettee of Mettee & Co., Inc., pursuant to a separate agreement. Seller and City shall defend and indemnify each other from any claims for commissions or fees arising from either party dealing with any other broker or agent other than those specified herein. City is not represented by a broker and shall not incur or be responsible for any commission fees involving any commission fees earned upon Close of Escrow.
10. **Condition and Inspection of Subject Property.** Notwithstanding any other provision of this Agreement to the contrary, Seller has not expressly or impliedly made any representations, guaranties, promises, statements, assurances, or

warranties of any kind concerning the Subject Property. Seller has not conducted any investigation regarding the condition of the Subject Property.

11. **Default and Remedies.**

- a. **City's Default.** IF CLOSE OF ESCROW SHALL FAIL TO OCCUR BECAUSE OF THE CITY'S DEFAULT UNDER THIS AGREEMENT, SELLER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RETAIN THE CITY'S NON-REFUNDABLE DEPOSIT TOGETHER WITH ALL ACCRUED INTEREST THEREON. ANY CITY DEPOSIT MADE IN EXCESS OF THE NON-REFUNDABLE DEPOSIT SHALL BE REFUNDABLE AT ALL TIMES AND RETURNED TO THE CITY, UPON REQUEST.
- b. **Seller's Default.** IF THE CLOSE OF ESCROW SHALL FAIL TO OCCUR BECAUSE OF SELLER'S DEFAULT UNDER THIS AGREEMENT, CITY MAY (1) TERMINATE THIS AGREEMENT, IN WHICH EVENT THE ENTIRE NON-REFUNDABLE DEPOSIT PREVIOUSLY MADE BY CITY AND ALL OTHER FUNDS DEPOSITED BY CITY SHALL BE RETURNED TO CITY UPON DEMAND AND THE PARTIES SHALL THEREAFTER HAVE NO OBLIGATIONS UNDER THIS AGREEMENT OR ADDITIONAL LIABILITY TO ONE ANOTHER; OR (2) MAINTAIN THIS AGREEMENT IN EFFECT AND PURSUE AN ACTION FOR SPECIFIC PERFORMANCE; OR (3) PURSUE ANY OTHER REMEDY AT LAW OR EQUITY, INCLUDING BUT NOT LIMITED TO AN ACTION FOR DAMAGES.

12. **Indemnity.** Seller 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 Seller, City, or any other third party, arising directly or indirectly from the release, presence or disposal of any hazardous substances or hazardous materials (as now or hereafter defined in any law, regulation or rule) in, on, or under the Subject Property that occurred 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 in effect as of the effective date of this Agreement. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and reasonable attorneys' fees, and actual damages.

13. **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: PRABHATBHAI T. PATEL and  
SUSHILABEN P. PATEL as TRUSTEES  
of The Prabhatbhai T. Patel and  
Sushilaben P. Patel Living Trust u/t/d  
dated September 12, 2019  
C/O Joshua Mettee,  
Mettee & Co., Inc.,  
7621 N Del Mar Avenue, Suite 102  
Fresno, CA 93711  
Email: jbmettee@gmail.com  
Telephone: (559) 313-7742

TO CITY: CITY OF FRESNO  
Attention: City Manager  
2600 Fresno Street  
Fresno, CA 93721  
Telephone: (559) 621-8000

TO ESCROW HOLDER: Placer Title Company  
Attention: Darryl Evans, Escrow Officer  
7700 N. Palm Avenue, Suite 101  
Fresno, California 93711  
Telephone: (559) 261-8929

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.

14. **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. **Non-Material Changes.** The City Manager of the City, or designee, may execute any supplemental escrow instructions and may make minor modifications to this Agreement, the exhibits, and the documents referenced herein, on behalf of the City, and by virtue of an amendment mutually signed by Seller, provided such modifications do not constitute a material change to this Agreement.
- 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 Seller.
- l. **Counterparts.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

(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

SELLER,  
PRABHATBHAI T. PATEL and  
SUSHILABEN P. PATEL as TRUSTEES  
of The Prabhatbhai T. Patel and  
Sushilaben P. Patel Living Trust u/t/d  
dated September 12, 2019

By: \_\_\_\_\_  
Georgeanne A. White                      Date  
City Manager

DocuSigned by:  
By: PRABHATBHAI T. PATEL  
8B9A808CCE47420  
Prabhatbhai T. Patel, Trustee

Date: 4/13/2023

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

DocuSigned by:  
By: SUSHILABEN P. PATEL  
8B9A808CCE47420  
Sushilaben P. Patel, Trustee

Date: 4/13/2023

By: Tracy N. Parvanian  
Tracy N. Parvanian                      Date  
Supervising Deputy City Attorney

4-13-23

ATTEST:  
TODD STERMER, CMC  
City Clerk

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

Attachment:  
Exhibit A – Legal Description

EXHIBIT A  
LEGAL DESCRIPTION

PARCEL B OF PARCEL MAP NO. 74-18, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 12, PAGE 70 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

TOGETHER WITH AN EASEMENT FOR A MOTEL SIGN LOCATED WITHIN THE WESTERLY 12 FEET OF PARCEL "A" OF PARCEL MAP NO. 74-18, RECORDED APRIL 30, 1974 IN BOOK 12, PAGE 70 OF PARCEL MAPS, FRESNO COUNTY RECORDS. EXCEPTING HOWEVER FROM SAID EASEMENT THE RIGHT AND OPTION TO RELOCATE SAID SIGN TO ANY OTHER LOCATION WITHIN THE WEST 12 FEET OF SAID LAND.

APN: 436-260-22