

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY
AND ESCROW INSTRUCTIONS
City Project Number: PW00754**

**East Belmont Avenue Street widening Project
APN 310-111-16**

Ebrahim Aghamohammadi, hereinafter called the "Grantor," 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 street easement on the following terms and conditions:

1. The street easement which is the subject of this Agreement, and which is hereinafter for convenience referred to as the "subject property," being a street easement approximately 4,645 square feet in size and is located within Assessor's Parcel Numbers 310-111-16 which is situated in the County of Fresno, State of California, more particularly described as follows:

Exhibit "A" and "B" relative to a permanent street easements, hereto attached and reference made a part of hereof

2. The purchase price for the subject property shall be the sum of TWENTY SEVEN THOUSAND- FIVE HUNDRED AND SIXTY FOUR DOLLARS (\$27,564.00) as just compensation for the street easement.

3. Sellers acknowledge that the City has the power to acquire the subject properties for public purposes by eminent domain. If title does not pass to the City within the time provided by this Agreement, the City may begin eminent domain proceedings to acquire such possession or title. The parties agree and stipulate that the net sum payable to Sellers hereunder shall be conclusively deemed to be the total just compensation payable in such proceedings, and this Agreement may be filed with the court as stipulation upon which judgment may be entered in the eminent domain proceeding as to the just compensation to be paid to Sellers. Sellers waive all other defenses in said proceeding.

4. It is agreed and confirmed by the City and Seller(s) that, notwithstanding other provisions of this Agreement, the right of possession and use of the subject property by the City, including the right to remove and dispose of improvements within the permanent street easement, shall commence on February 28, 2017, or close of escrow controlling this transaction, whichever occurs first, and the amount shown in Paragraph 2 above includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. 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.

EXHIBIT "A"

APN 310-111-16 (portion)
Street easement

The south 20.00 feet of that certain parcel of land described in that Grant Deed recorded May 21, 1990, as Document No. 90058773, Official Records of Fresno County, as follows:

That portion of Lot 8 in Block 3 of Nevada Colony, in Section 33, Township 13 South, Range 21 East, Mount Diablo Base and Meridian according to the map thereof recorded in Book 2, Page 7 of Plats, Fresno County Records; described as follows:

BEGINNING at a point on the south line of said Lot 8, said point being 430 feet west of and 30 feet north of the south quarter corner of said Section 33; thence northerly parallel with the easterly line of said lot 300 feet; thence westerly, parallel with the south line of said Section 33, to a point on the west line of said Lot 8; thence southerly along said west line 300 feet to the southwest corner of said Lot 8; thence easterly along the south line of said lot to the POINT OF BEGINNING.

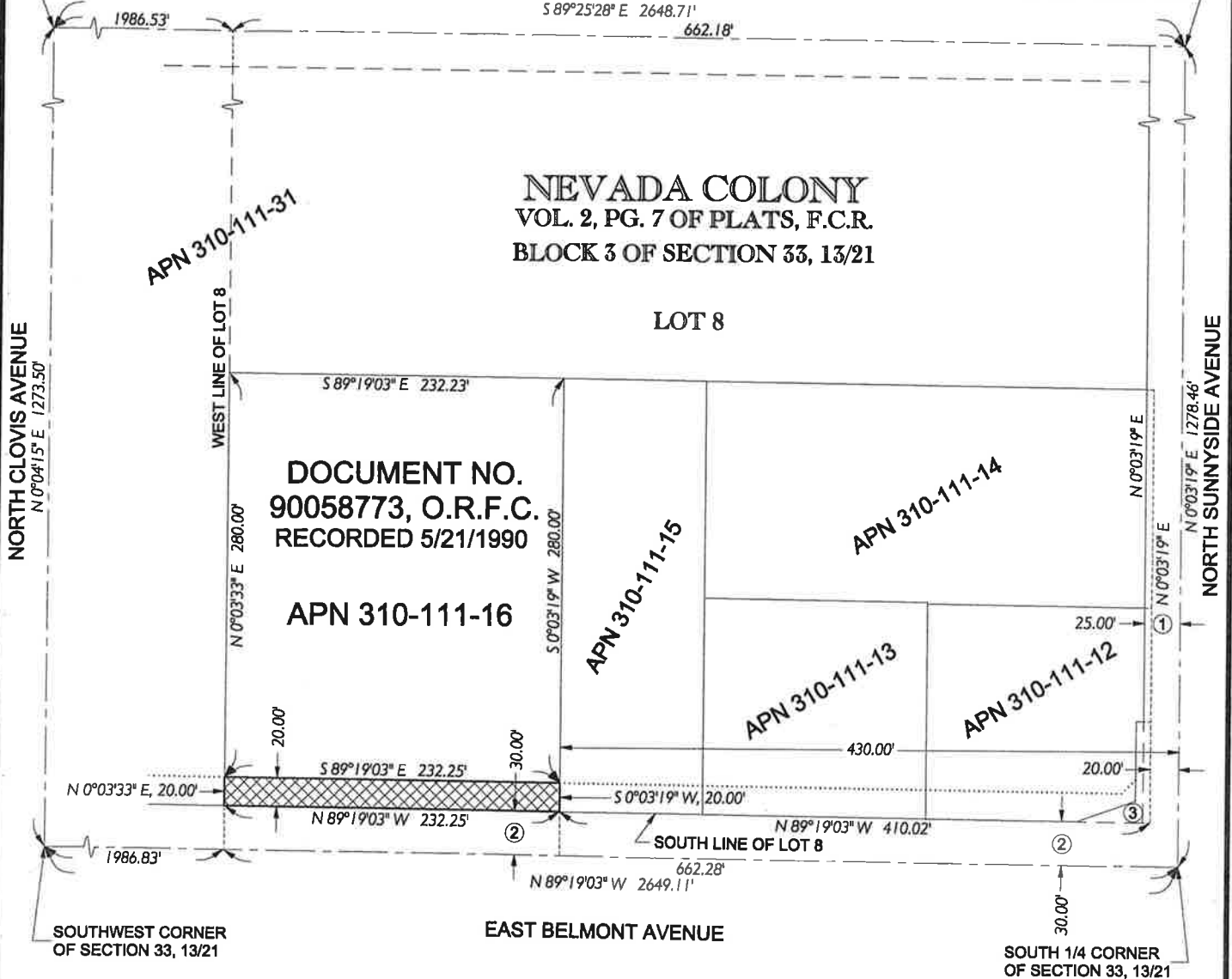
Contains an area of 4,645 square feet, more or less.



EXHIBIT "B"

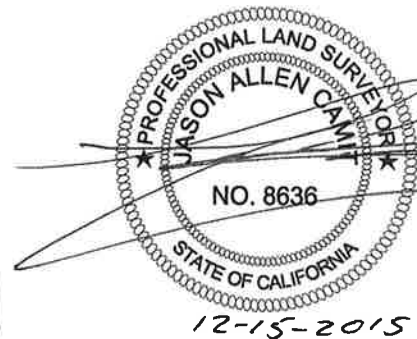
NORTHWEST CORNER
OF THE SOUTH 1/2 OF
THE SOUTHWEST 1/4
OF SECTION 33, 13/21

NORTHEAST CORNER
OF THE SOUTH 1/2 OF
THE SOUTHWEST 1/4
OF SECTION 33, 13/21



- ① = PREVIOUSLY DEDICATED FOR PUBLIC HIGHWAY PURPOSES BY INDENTURE RECORDED 2/6/1879 IN BOOK "Q" OF DEEDS AT PAGE 414, O.R.F.C.
- ② = SHOWN ON THE MAP OF NEVADA COLONY, VOL. 2 OF PLATS AT PAGE 7, F.C.R., AS "CENTERVILLE AND FRESNO COUNTY ROAD 60 FT. WIDE", ASSUMED AS BEING CENTERED ON 1/4 SECTION LINE. ACCEPTED AND DECLARED AS PUBLIC HIGHWAY BY FRESNO COUNTY MINUTE ORDER RECORDED 2/7/1913 IN VOL. 29 OF MISCELLANEOUS AT PAGE 9, F.C.R.
- ③ = PREVIOUSLY DEDICATED AS A RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES BY DEED RECORDED 11/4/1955 AS DOCUMENT NO. 75806, IN BOOK 3878 AT PAGE 379, O.R.F.C.

INDICATES AREAS TO BE DEDICATED
4,645 S.F. ±



REF. & REV. 2015-110 PWF 11980 PLAT 2466	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS PARCELS TO BE DEDICATED TO THE CITY OF FRESNO AS AN EASEMENT AND RIGHT-OF-WAY FOR PUBLIC STREET PURPOSES	PROJ. ID. PW00754 ACTIVITY ID. MSP FUND NO. 31641 ORG. NO. 189901	DR. BY. A.J. CH. BY. J.A.C. DATE. DEC. 3, 2015 SCALE. NO SCALE
		SHEET NO. 1 OF 1 SHEETS 15-A-9202	

6. The sale shall be acquired by the City of Fresno which shall handle the transaction via an internal escrow.
 - a. The City shall pay the Grantor(s) the sums due directly by check.
 - b. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by the City.
 - c. Disbursements of the purchase price shall be in accordance with the terms and conditions of this Agreement.

7. **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.

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. 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.

8. Time is of the essence of each and every term, condition, and covenant hereof.

9. It is understood and agreed that as a condition precedent hereto, this Agreement shall have no force and effect until approved or otherwise authorized 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.

10. Environmental Indemnity Seller shall indemnify, hold harmless, and defend the Buyer, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Seller, Buyer, 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 Closing. 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. Upon written notice from the Buyer, the Seller, at Seller's sole cost and expense, shall immediately assume the defense of any claims, suit or action brought against the City by any public body, individual, partnership, corporation or other legal entity, relating to any matter covered by this paragraph. Seller's obligations under this indemnity shall survive the close of escrow and the recording of the grant deed.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

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 _____

RECOMMENDED FOR APPROVAL

SELLERS:

BY Cathy Rodriguez
Cathy Rodriguez
Senior Real Estate Agent
Date 1/5/17

BY: E. Aghamohammadi
Ebrahim Aghamohammadi
Date Jan/5/17
Phone Number: 559-500-8145

BY Craig L. Hansen
Craig L. Hansen
Supervising Real Estate Agent
Date 1/9/2017

CITY OF FRESNO

Address of Sellers:

Andrew J. Benelli, Assistant Director
Department of Public Works
Date: _____

5755 E. Belmont Ave
Fresno, CA 93727

Address of City:
City of Fresno
Public Works Department
2600 Fresno Street, Room 4016
Fresno, CA 93721-3623

APPROVED AS TO FORM:

Douglas T. Sloan
City Attorney

By [Signature] 1/17/17
Deputy

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy
APN 310-111-16