

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
AND ESCROW INSTRUCTIONS  
SOUTHWEST FRESNO TRAIL PROJECT  
City Project No.: PW00849**

This Agreement for Purchase and Sale of Real Property (Agreement) is entered into effective \_\_\_\_\_, by and between BETTER OPPORTUNITIES BUILDER, INC., a California non-profit public benefit corporation (Seller) and the CITY OF FRESNO, a California municipal corporation (City).

**RECITALS**

- A. Seller is the owner of an approximately 0.02-acre (888 square feet) parcel, located in the City of Fresno known as Assessor's Parcel Number (APN) 477-040-72T.
- B. City desires to purchase Seller's property more particularly defined in Section 1 below (the "Subject Property") for the Southwest Fresno Trail Project (Project).
- C. City now wishes to purchase from Seller and Seller now wishes to sell to City the Subject Property subject to the terms and conditions contained 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 APN 477-040-72T, located in the City of Fresno, County of Fresno, State of California, being approximately 0.02-acres (888 square feet) in size, 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 on **Exhibit A** and depicted on **Exhibit B**, 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, assessments, easements, leases, taxes, and restrictions of record except as set forth in this Agreement.
- 3. **Purchase Price.** The purchase price shall be TWO THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$2,700.00). On February 11, 2021, City paid Seller ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for a one-year option agreement. On April 5, 2022, City paid Seller an additional ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for a one-year extension of the option agreement. City shall pay Seller the remaining balance of **SEVEN HUNDRED AND NO/100 DOLLARS (\$700.00)** (the Remainder Purchase Price) for the Subject Property.
  - a. The sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) shall be deposited with Escrow Holder within fifteen (15) business days of the opening of Escrow (the "Deposit"). Subject to the terms and conditions of this Agreement, the Deposit shall be returned to City in the event that City does not approve the condition of the Subject Property prior to the expiration of the Feasibility Period (as defined below). The Deposit also shall be refundable to City if the Escrow (as

defined below) fails to close by the Closing (as defined below) on account of (i) the failure of any of the conditions precedent set forth in this Agreement, (ii) Seller's material breach of any other obligation hereunder or (iii) cancellation of this Agreement by City in accordance with this Agreement. If Escrow closes, then Escrow Holder shall apply the Deposit (and all interest earned thereon) against the Purchase Price. At City's election, the Deposit shall be held in an interest-bearing account and all interest earned on the Deposit shall accrue to the benefit of City.

b. Prior to the Closing as provided herein, City shall deposit with Escrow Holder the remainder of the Purchase Price (the "Remainder Purchase Price").

c. **LIQUIDATED DAMAGES.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN THE EVENT THAT THE ESCROW FAILS TO CLOSE DUE TO A MATERIAL BREACH OF OR DEFAULT BY CITY WHICH REMAINS UNCURED FOR FIVE (5) BUSINESS DAYS AFTER NOTICE OF THE SAME IS GIVEN TO CITY IN WRITING, THEN SELLER SHALL RETAIN THE AMOUNT OF THE DEPOSIT AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY AND AS SELLER'S EXCLUSIVE REMEDY AGAINST CITY AT LAW OR OTHERWISE. THE AMOUNT OF SELLER'S ACTUAL DAMAGES IN THE EVENT OF CITY'S BREACH OR DEFAULT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN, AND THE AMOUNT SET FORTH ABOVE AS LIQUIDATED DAMAGES HAS BEEN AGREED UPON BY SELLER AND CITY AFTER SPECIFIC NEGOTIATION. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS SECTION 3(c), THE PARTIES AGREE THAT THE AMOUNT SET FORTH ABOVE REPRESENTS A REASONABLE ESTIMATE OF THE ACTUAL DAMAGES WHICH SELLER WOULD INCUR IN THE CASE OF SUCH BREACH OR DEFAULT BY CITY. BY INITIALING THE SPACES WHICH FOLLOW, SELLER AND CITY SPECIFICALLY AND EXPRESSLY AGREE TO ABIDE BY THE TERMS AND PROVISIONS OF THIS SECTION 3(c) CONCERNING LIQUIDATED DAMAGES IN THE EVENT OF A DEFAULT BY CITY.

Seller's Initials

MD

City's Initials

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4. **Effective Date.** The Effective date of this Agreement shall be upon its duly authorized execution by the City.
5. **Right to Sell.** Seller represents and warrants that it holds fee title to the Subject Property, that such property is free of all liens and encumbrances, and that it has the authority to enter into this Agreement.
6. **Omitted.**

7. **Right of Possession.** 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 within the Subject Property shall commence on the Close of Escrow.
8. The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, 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. Part 21 and 28 C.F.R. Section 50.3.
9. 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.
10. **Escrow Instructions.** The sale shall be completed through an external escrow (the "Escrow") to be opened at Fidelity National Title Company ("Escrow Holder"). Said escrow shall be opened upon the following terms and conditions, and the Seller and City by their signature to this Agreement make this paragraph their escrow instructions:
  - a. **Purchase Price.** City shall pay the Remainder Purchase Price 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, and copies of all signed and recorded documents deposited into Escrow, with the recording and filing date and information endorsed thereon.

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

Any or all monies payable under this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall, upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) shall furnish Seller with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
  - b. **Feasibility Period.** City shall have the right to examine the feasibility of the Subject Property for a period of up to 30 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 Seller. City agrees to indemnify and hold Seller free and 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 Documents.** Seller shall deliver to City within five days after execution of this Agreement the following documents, to the extent such documents are in Seller's possession:
    1. Any documents relating to special assessment or bonds;
    2. All known current litigation affecting the Subject Property;
    3. All environmental reports; and
    4. All Plans and any history on repairs/maintenance
  - iii. **Expiration of Feasibility Period.** If City has not given notice of termination and cancellation on or before the expiration of the Feasibility Period, the parties shall move forward with the Close of Escrow as set forth in section i (the "Close of Escrow") below. If, prior to the expiration of the Feasibility Period, the City provides specific concerns regarding the physical condition of the Subject Property, the parties agree to meet and confer in an attempt to reach agreement with respect to such issues, which may include, a reduction in the Purchase Price and/or an extension of the Feasibility Period for further inspection.
  - iv. **Termination and Cancellation of Agreement.** If City, in its sole and absolute discretion, decides to terminate and cancel this Agreement by timely delivery of a termination and cancellation notice on or before expiration of the Feasibility Period, the Deposit on the Subject Property shall be immediately refunded to City by Escrow Holder without the need for further instruction, notice, or demand from either party.
- c. **Conveyance of Title.** Seller shall convey by Grant Deed to City marketable fee simple title to the Subject Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes, except:
- i. Taxes for the fiscal year in which this transfer occurs.
  - ii. Quasi-public utility, public alley, public street easements and rights of way of record.

- iii. Item numbered 5 of the title report dated March 28, 2024, issued by Fidelity National Title Company, Order No. 2011904700.
- d. **Defects in Title.** 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 Subject Property.
- e. **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 prior to the Closing of Escrow.
- f. **Destruction or Loss prior to Close of Escrow.** The risk of damages to or loss of improvements due to fire or other cause shall be Seller's until title passes to City at Close of Escrow. In the event any of the improvements on the Subject Property are destroyed or damaged prior to Close of Escrow, the Purchase Price shall be adjusted in the amount that the fair market value is reduced by such loss or damage, such reduction to be determined by appraisal. City shall select an appraiser therefor, and if Seller does not agree to such appraiser, Seller shall appoint an appraiser and the two appraisers shall appoint a third appraiser. The finding of the appraiser, or if there are three appraisers, the finding joined in by two of the three appraisers shall be binding on both parties and the sale shall be completed at the original escrow price less the reduction so fixed by appraisal. Notwithstanding the foregoing, if the cost of restoring the damaged improvement to a condition equal to its condition on date of this agreement exceeds ten (10) percent of the original purchase price of the property, City shall have the right to cancel the escrow, terminate this agreement, and recover any and all amounts paid to Seller or to Escrow Holder on account of the purchase price of the Subject Property. Seller agrees to maintain any existing fire and/or casualty insurance on the property in force until Close of Escrow.
- g. **Costs.** The Escrow fee, cost of policy of title insurance, transfer tax and recording fees (if any), and any other Escrow-related costs shall be paid by the City.
- h. **Disbursement.** Disbursements 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.
- i. **Close of Escrow.** Close of Escrow for the purchase and sale of the Subject Property shall occur no later than 20 days from the expiration or waiver of the Feasibility Period. The following Conditions of Sale must be satisfied 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. The City's determination that no pending litigation against Subject Property and no notices of violation of law;
  - iv. City's approval of physical inspection of the Subject Property;

- v. City's completion, approval, or waiver of the Feasibility Study;
- vi. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City.
- vii. Escrow Holder is in possession of a good and sufficient grant deed, duly executed by Seller.

- 11. "As-Is" Property Condition.** City acknowledges and agrees that except as otherwise expressly provided in this Agreement, to the maximum extent permitted by law, the sale of the Subject Property is made on an "As Is," "Where Is" condition and basis with all faults, and that Seller has no obligation to make repairs, replacements, or improvements thereto. The Purchase Price and the terms and conditions set forth herein are the result of arms-length bargaining between entities familiar with transactions of this kind. City further acknowledges and agrees that, except as otherwise expressly provided in this Agreement, Seller has not made, does not make, and specifically negates and disclaims, any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to: (a) the value of the Subject Property; (b) the suitability of the Subject Property for any and all activities and uses which City may conduct thereon; (c) the habitability, merchantability, marketability, or fitness for a particular purpose of the Subject Property; (d) the manner, quality, state of repair or lack of repair of the Subject Property; (e) the nature, quality or condition of the Subject Property, including, without limitation, the water, soil and geology; (f) the compliance of or by the Subject Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (g) compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements; (h) the presence or absence of Hazardous Substances (as defined below) below, at, on, under or adjacent to the Subject Property; (i) the content, completeness or accuracy of any materials obtained by City in its investigation of the Subject Property, including, without limitation, any title report issued by the Escrow Holder; (j) the conformity of the Subject Property to past, current or future applicable zoning or building requirements; (k) deficiency of any drainage; (l) the fact that all or a portion of the Subject Property may be located on or near an earthquake fault line; (m) the land use status of the Subject Property, zoning status, subdivision status under the California Subdivision Map Act or the subdivision ordinances of the City, or the status of any other governmental entitlement; (n) any documents pertaining to the Subject Property provided by Seller to City, except for the completeness of such Subject Property documents; or (o) with respect to any other matter.
- 12.** City acknowledges that City is conducting its own investigation of the Subject Property, and, except for the express representations and warranties contained in this Agreement, City is relying solely on such investigations, inspections and evaluations of the Subject Property in making its decision to consummate the transaction contemplated by this Agreement, and not on any information provided or to be provided by Seller. City hereby expressly acknowledges that City shall be solely responsible for determining the status and condition of the Subject Property,

including land use, zoning, building and other governmental regulations, and physical, geological and environmental conditions. Except as expressly provided for in this Agreement or any written amendment or supplement hereto executed and delivered by Seller, Seller shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Subject Property, or the operation thereof, furnished by any real estate broker, agent, employee or any other person.

13. To Seller's knowledge, the Subject Property is free from Hazardous Substances (as defined below) and is not in violation of any Environmental Laws (as defined below). Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Subject Property are or have been in violation of any Environmental Law, or informing Seller that the Subject Property is subject to investigation or inquiry regarding Hazardous Substances on the Subject Property or the potential violation of any Environmental Law. There is no monitoring program required by the Environmental Protection Agency (EPA) or any similar state agency concerning the Subject Property. To Seller's knowledge, no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Subject Property, whether by accident, burying, drainage, or storage in containers, tanks, holding areas, or by any other means. Seller has provided or will provide to City all information, records, and studies maintained by Seller in connection with the Subject Property concerning Hazardous Substances.
- a. As used in this Agreement, "Environmental Laws" means all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Subject Property), occupational or environmental conditions on, under, or about the Subject Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS " 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS " 6901 et seq.]; the Clean Water Act also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS " 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS " 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS " 1801 et seq.]; the Insecticide, Fungicide and Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS " 6901 et seq.]; the Clean Air Act [42 USCS " 7401 et seq.]; the Safe Drinking Water Act [42 USCS " 300f et seq.]; the Solid Waste Disposal Act [42 USCS " 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS " 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS " 11001 et seq.]; the Occupational Safety and Health Act [29 USCS " 655, 657]; the California Underground Storage of Hazardous Substances Act

[H & S C " 25280 et seq.]; the California Hazardous Substances Account Act [H & S C " 25300 et seq.]; the California Hazardous Waste Control Act [H & S C " 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C " 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Wat C " 13000 et seq.], together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations related to Hazardous Substances on, under, or about the Subject Property), or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use. As used in this Agreement, "Hazardous Substances" includes, without limitation:

(1) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(2) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(3) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(4) Any material, waste, or substance that is

- (i) a petroleum or refined petroleum product,
- (ii) asbestos,
- (iii) polychlorinated biphenyl,
- (iv) designated as a hazardous substance pursuant to 33 USCS 1321 or listed pursuant to 33 USCS 1317,
- (v) a flammable explosive, or
- (vi) a radioactive material.

Hazardous Substances Disclosures. Seller has disclosed or will disclose to City as provided herein all information, records, and studies in Seller's possession in connection with the Subject Property concerning Hazardous Substances.

**14. Relocation.** The City recognizes its responsibility for consideration of relocation assistance. If and to the extent that City's intended use of the Subject Property after the Close of Escrow results in the permanent or temporary displacement of persons (families, individuals, businesses, nonprofit, organizations, and farms) the Parties shall comply with all applicable local, State and federal statutes, including but not limited to Federal and State Relocation Assistance Acts, 42 U.S.C., Section 4601, et



seq.; Government Code Section 7260, et. seq., and Federal and State implementing regulations.

- 15. 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 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:	Better Opportunities Builder 1331 Fulton Mall Fresno, CA 93721 Telephone: 559-448-8400
TO CITY:	CITY OF FRESNO Attention: Capital Projects Director 747 R Street, 2 <sup>nd</sup> Floor Fresno, CA 93721 Telephone: 559-621-8880
TO ESCROW HOLDER:	Fidelity National Title Company Attention: Valerie Budzik 7475 N. Palm Avenue, Suite 107 Fresno, CA 93711 Telephone: 559-431-8050

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.

## 16. 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 Public Works Director 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, 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.

[SIGNATURES FOLLOW ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

BETTER OPPORTUNITIES BUILDER,  
INC.

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

By: Michael Duarte  
Name: Michael Duarte

RECOMMENDED FOR APPROVAL:

Title: Chief Executive Officer

By: Nancy Bruno 7.12.24  
Nancy Bruno      Date  
Supervising Real Estate Agent

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Kelsey Seib      7/22/24  
Kelsey Seib      Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy      Date

Attachment:

1. Exhibit A – Legal Description

## EXHIBIT "A"

APN 477-040-72T  
Grant deed

The land referred to herein below is situated in the City of Fresno, County of Fresno, State of California and is described as follows:

That portion of the Northwest 1/4 of Section 17, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, according to the official Plats thereof and further described as follows:

That portion of West Church Road now abandoned, lying adjacent to the following description;

BEGINNING at the Northeast corner of the Northwest 1/4, thence South, along the East line of the Northwest 1/4, 545.92 feet to the North line of Church Avenue; thence, along said North line South 58°2.5' West 200.9 feet; thence South 60°04' West, 243.62 feet; thence South 62°10.5' West 146.7 feet; thence South 81°17' West 90.49 feet; thence North 81°36' West 5.82 feet; thence North 846.45 feet to the North line of said Section; thence North 89°10.5' East 606.66 feet to the POINT OF BEGINNING.

Containing an area of: 888 square feet, more or less.

