

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY  
AND ESCROW INSTRUCTIONS  
Veterans Boulevard Overcrossing  
Surinder P. Singh & Jaspreet Kaur**

**Surinder P. Singh and Jaspreet Kaur** hereinafter called the "Seller," 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 property is being purchased for a street easement on the following terms and conditions:

1. All that real property which is the subject of this Agreement, and which is hereinafter for convenience referred to as the "subject property," is presently in fee simple title to that certain parcel of land situated in the County of Fresno, State of California, more particularly described as Assessors' Parcel Number 504-081-14s. Further the "subject property," to be acquired is fee simple interest consists of 15,792 square feet and is depicted on Exhibit "A" & "B" and made part of this agreement.

2. The purchase price for the subject property shall be the sum of **NINETY-NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00)** as just compensation therefor,

3. Sellers acknowledge that the City has the power to acquire the subject property 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 the Seller 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

EXHIBIT "A"  
(Sheet 1 of 2)

APN 504-081-14S (portion)

Being a portion of that parcel as described in the Tax Deed from the Fresno County Tax Collector to Surinder P. Singh and Jaspreet Kaur, husband and wife as Community Property Co-Owners, recorded March 23, 2005 as Document No. 2005-0063765, Official Records Fresno County, said parcel being the remainder of Lots of 725 and 726 of J.C. Forkner Fig Gardens Subdivision No. 7, recorded in Volume 10 of Plats at Page 17, Fresno County Records, said portion being more particularly described as follows:

**Beginning** at the point of intersection of the south line of said Lot 726 with the southwesterly right-of-way line of State Route 99, as described in the grant deed recorded December 31, 1958 in Book 4156, Pages 84 through 87, Official Records Fresno County; thence along said southwesterly right-of-way line, North 44°45'19" West, 959.23 feet to the west line of said Lot 725; thence, leaving said southwesterly right-of-way line, along said west line, South 00°39'15" West, 23.44 feet; thence, leaving said west line, South 44°44'52" East, 926.14 feet to the south line of said Lot 726; thence along said south line, North 89°56'06" East, 23.65 feet to the **Point of Beginning**.


Contains 15,792 square feet of land, more or less.

EXHIBIT "A"  
(Sheet 2 of 2)

APN 504-081-14S (portion)

The bearings and distances described herein above, are based on the California Coordinate System of 1983 (1991.35), Zone 4, as shown on the Record of Survey filed in Book 58, at Page 8, Fresno County Records. Multiply by 1.000063 to obtain ground distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.

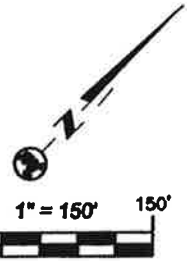
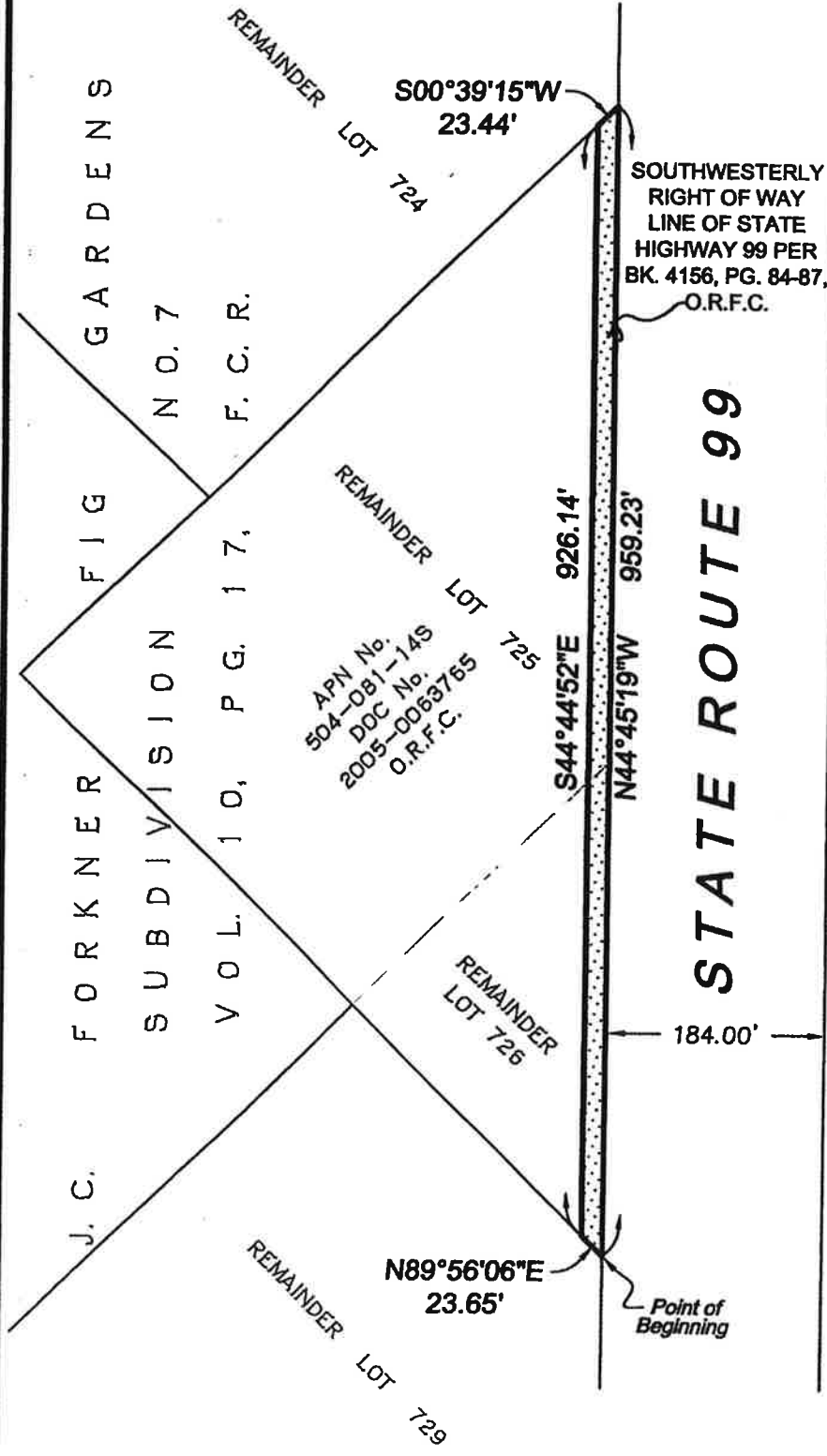
  
\_\_\_\_\_  
Gregory L. Rice  
Licensed Land Surveyor  
California No. 8201



9/1/15  
\_\_\_\_\_  
Date

Veterans Blvd.  
2014-122  
15-A-9091  
PW File 11738

# EXHIBIT "B"



AREA: 15,792 S.F.±

### LEGEND

- O.R.F.C. = Official Records Fresno County
- APN = Assessors Parcel Number
- FCR = Fresno County Records
- = Existing Parcel Line
- = Road Easement Area

THE BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (1991.35), ZONE 4, AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 58, AT PAGE 8, FRESNO COUNTY RECORDS. MULTIPLY BY 1.000063 TO OBTAIN GROUND DISTANCES.



9/1/15



**MARK THOMAS & COMPANY, INC.**  
 Providing Engineering, Surveying, and Planning Services  
 7571 N Remington Ave, Suite 102  
 Fresno, CA 93711  
 (559) 447-1938

|   |   |   |                            |
|---|---|---|----------------------------|
| REF. & REV.<br>VETERANS BLVD.<br>2014-122<br>PLAT 1442<br>PWF 11738 | CITY OF FRESNO<br>DEPARTMENT OF PUBLIC WORKS  | PROJ ID. PW0069<br>FUND ID. 22504<br>ORG. NO. 189901              | SHEET NO. 1<br>OF 1 SHEETS |
|   | PARCEL TO BE GRANTED TO THE<br>CITY OF FRESNO | DR. BY M.M.P.<br>CH. BY G.L.R.<br>DATE 12/03/14<br>SCALE AS SHOWN | 15-A-9091                  |

of improvements within the subject property shall commence on March 1, 2017 the close of this escrow.

5. It is understood and agreed between the parties hereto that Grantor will retain all income generated from the lease with OutFront Media Inc. F.K.A. CBS Outdoor Inc. through March 1, 2017.

6. It is understood and agreed between the parties hereto that OutFront Media Inc. be granted 30 days after the expiration date of March 1, 2017 to remove their sign.

7. It is understood and agreed between the parties hereto that City will not record title to the Grant Deed until March 1, 2017.

8. 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 and can convey the subject property free and clear of all liens, encumbrances, and restrictions of record upon review and approval of an updated title report.

9. The sale shall be completed through an external escrow to be opened at Fidelity National Title Company, 7485 North Palm Avenue #106, Fresno, CA 93711. Phone number is 559-431-8050. Escrow Number is FFOM-2011503815-BW. Bernadette Watson will be handling your escrow. Said escrow shall be opened upon the following terms and conditions, and the Sellers and City by their signature to this Agreement make this paragraph their escrow instructions:

- a. The City shall deposit the sums specified in Paragraphs 2 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company therefore.
- b. Payment of said sums, less Seller's cost to clear title, if any, may be made to Sellers only when escrow holder possesses and is in a position to deliver to the City a fully executed and acknowledged and recorded grant deed to the subject property and when said escrow holder stands ready to issue to the City a standard title insurance policy guaranteeing a title to said property in the City free and clear of all liens, encumbrances, and restrictions of record,

except for: The City may require a partial subordination in order to obtain title insurance before close of escrow.

- c. It is understood that Sellers shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the subject property. It is further Seller's responsibility to apply to the County Tax Collector for any refund or decrease in taxes which may be granted.
- d. The escrow fee, cost of policy of title insurance, recording fees (if any), and all other closing costs shall be paid by the City. Sellers will pay any cost to convey the title to the subject property in the condition described in 6.b above.
- e. 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.

10. 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.

11. 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.

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



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

**SELLERS:**

**Surinder P. Singh and Jaspreet Kaur**

RECOMMENDED FOR APPROVAL:

BY: Cathy Rodriguez  
Cathy Rodriguez  
Senior Real Estate Agent  
Date 5/31/16

BY: Craig L. Hansen  
Craig L. Hansen  
Supervising Real Estate Agent  
Date 6/1/2016

SELLER'S SIGNATURE:

BY: Surinder P. Singh  
Surinder P. Singh  
Date 5-14-16

BY: Jaspreet Kaur  
Jaspreet Kaur  
Date 5-14-16

CITY OF FRESNO

\_\_\_\_\_  
Scott Mozier, Director  
Department of Public Works

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

Address of City:  
City of Fresno  
Public Works Department  
2600 Fresno Street, Room 4019  
Fresno, CA 93721-3623

Address of Sellers:  
10761 N. Falcon Faire  
Fresno, CA 93720  
Phone # 415.769.6541

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: [Signature] 7/14/16  
Deputy

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk  
By \_\_\_\_\_  
Deputy  
APN 504-081-14s