

**AGREEMENT FOR PURCHASE AND SALE OF Real Property  
For A STREET EASEMENT  
AND ESCROW INSTRUCTIONS  
Veterans Blvd Interchange Project  
City Project No.: PW 00669  
APN 508-020-04s**

**VIE-DEL COMPANY, a Nevada Corporation**, hereinafter called the "Seller(s)," 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 real property which is the subject of this Agreement is situated in the City of Fresno, County of Fresno, State of California and may hereinafter for convenience be referred to as the "subject property," being real property for a street easement approximately 40,016 square feet in size and is located on the west side of this property east of State Highway 99 and is contained within Assessor's Parcel Number 508-020-04S and which is more particularly described as:

Exhibits "A" and "B" relative to a permanent street easement and by reference made a part of hereof.

2. The total purchase price for the subject property, including any cost to cure damages as detailed in the Appraisal dated May 2, 2016 shall be the sum of TWO HUNDRED ONE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$201,900) as just compensation for this property.

3. Seller(s) 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 Seller(s) 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. Seller(s) waive all other defenses in said proceeding.

4. It is understood and agreed by and between the parties hereto that the real property street easement described on Exhibit "A" and depicted on Exhibit "B", is a permanent real property street easement and right of way for public street purposes.

5. 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 properties by the City, including the right to remove and dispose of improvements within the real property permanent street easement, shall commence on December 30, 2016, or close of escrows controlling these 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.

6. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to said easement and can convey the subject property free and clear of all liens, encumbrances, and restrictions of record except for the title exceptions noted in 7.b below.

7. The sale shall be completed through an escrow to be opened at Fidelity National Title Company, 7475 North Palm Avenue, Suite 106, Fresno, California 93711 under Escrow Number FFOM-2011503822-BW. 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. 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 therefor.

b. 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 and acknowledged and recorded easement 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: Items 1, 2, 3, 4, 5, 6, 7,8, 9, 10, 11, 12,13, 14, 15, 16, 17, 18, 19, 20, & 21 contained in the Preliminary Title Report Number FFOM-2011503822-BW dated September 15, 2015 from Fidelity National Title Company.

c. It is understood that Seller 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 b 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. Seller will pay any cost to convey the title to the subject property in the condition described in 7.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.

8. **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.

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

10. 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

11. The City of Fresno will replace 86 lineal feet of six foot chain link fence with three strand barb wire as part of the compensation in paragraph 2. In addition the City of Fresno shall provide security to the property during construction along the new State Highway 99 right of way adjacent to subject property.

**Signature Page to Follow**

**Signature Page**

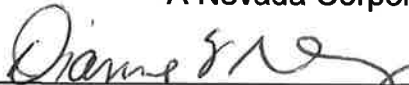
This Agreement is executed by the City of Fresno by and through the Public Works Director or his designee of the City of Fresno pursuant to authority granted by the Council of the City of Fresno on \_\_\_\_\_

**RECOMMENDED FOR APPROVAL**

BY: \_\_\_\_\_  
J. A. "Pete" Caldwell  
Senior Real Estate Agent

Date \_\_\_\_\_

SELLER(S): Vie-Del Company,  
A Nevada Corporation

  
\_\_\_\_\_  
Dianne S. Nury, President

Date 12-13-16

**CITY OF FRESNO**

BY: \_\_\_\_\_  
Andrew J. Benelli, Assistant Director,  
Public Works Department

Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

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

Mailing Address of Seller:  
P. O. Box 2908  
Fresno, CA 93745-2908

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

BY:   
\_\_\_\_\_  
Deputy

BY: \_\_\_\_\_  
Deputy

Date 12-23-16

Date \_\_\_\_\_



EXHIBIT "A"  
(Sheet 1 of 2)

APN 508-020-04S (portion)  
GRANT DEED

Being a portion of Parcel "B" of Lot Line adjustment No. 21-94 as described in the Grant Deed from Fruehauf Trailer Corporation, a Delaware corporation to Vie-Dei Company, a Nevada corporation, recorded January 25, 1995 as Document No. 95010670, Official Records Fresno County, said parcel being within the Northeast Quarter of Section 9 and the Northwest Quarter of Section 10 of Township 13 South, Range 19 East, Mount Diablo Base and Meridian, said portion being more particularly described as follows:

Beginning at the most Westerly Corner of said Parcel "B"; thence along the Northwesterly Line of said Parcel "B", North 40°33'29" East, 54.30 feet; thence departing said Northwesterly Line, South 40°42'37" East, 530.89 feet; thence South 44°44'52" East, 1283.82 feet; thence South 34°06'26" East, 14.09 feet to a line parallel with and 32.00 feet north of the South Line of said Northwest Quarter of Section 10, also being the north Right-of-Way Line of West Barstow Avenue as granted as a Right-of-Way Easement for a public road, recorded September 21, 1976 in Book 6662 at Page 547, Official Records Fresno County; thence along said parallel line, North 89°40'38" West, 19.67 feet to the Southwesterly Line of said Parcel "B", also being the northeasterly Right-of-Way Line of State Route 99, as described in the Individual Grant Deed recorded November 7, 1958 in Book 4134 at Pages 44 through 47, Official Records Fresno County; thence along the Southwesterly Line of said Parcel "B", North 44°45'19" West, 1808.87 feet to the Point of Beginning.

Contains 40,016 square feet of land, more or less.

Veterans Blvd.  
2015-040  
15-A-9139  
PW File 11738

EXHIBIT "A"  
(Sheet 2 of 2)

APN 508-020-04S (portion)  
GRANT DEED

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



10/15/15  
Date

Veterans Blvd.  
2015-040  
15-A-9139  
PW File 11738

PARCEL MAP NO. 938, BK 9 PM PG 52 F.C.R.

PARCEL MAP NO. 97-3 BK 58 PM PG 36 F.C.R.

**LEGEND**

- O.R.F.C. = Official Records Fresno County
- A.P.N. = Assessor's Parcel Number
- - - Existing Right-of-Way
- - - Section Line
- - - Road Fee Area

Point of Beginning

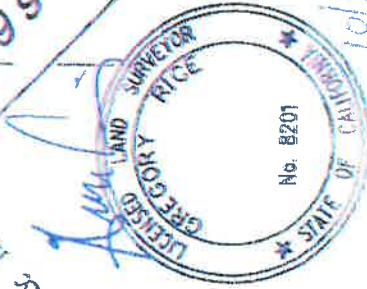


1" = 250'

AREA: 40,016 S.F. ±

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N40°33'29"E	54.30'
L2	S34°06'26"E	14.09'
L3	N89°40'38"W	19.67'



**STATE ROUTE 99**

NW 1/4 OF SECTION 10  
M.D.B. & M.

PARCEL B  
LOT LINE ADJUSTMENT  
NO. 21-94

APN No.  
508-020-04S  
DOC No.  
95010670, O.R.F.C.

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 1.000083 TO OBTAIN GROUND DISTANCES.

North R.O.W Line of  
W. Barstow Ave per  
BK 6662, PG 547,  
O.R.F.C.

Nearby R.O.W Line  
of State Highway 99 per  
BK 4134 PG 44, O.R.F.C.

WEST BARSTOW AVE.

WEST BARSTOW AVE.

South Line of the  
NW 1/4 of Sec. 10, 13/19

**MARK THOMAS & COMPANY, INC.**  
Professional Engineers, Surveyors, and Planning Services  
7571 N Remington Ave, Suite 102  
Fresno, CA 93711  
(539) 447-1938



PROJ. ID.	PW000689
FURD ID.	22604
ORIG. NO.	169801
DR. BY	M.M.P.
CHK. BY	G.L.R.
DATE	09/01/15
SCALE	AS SHOWN
SHEET NO.	1
OF	1
SHEETS	
15-A-9139	

**CITY OF FRESNO**  
DEPARTMENT OF PUBLIC WORKS

PARCEL TO BE GRANTED TO THE  
CITY OF FRESNO

REF. & REV.  
VETERANS BLVD.  
2015-040  
PLATS 1543 & 1544  
PWF 11738