

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY
AND ESCROW INSTRUCTIONS
Veterans Boulevard Project
PW00669**

JoAnn DiRedo, Successor Trustee of the DiRedo Family Trust dated May 4, 1992 hereinafter referred to as the "Sellers," 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 (the "Agreement").

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 City of Fresno, County of Fresno, State of California, more particularly described as Assessors' Parcel Number 505-060-43. Further the "Subject Property," to be acquired as a permanent easement consists of 16,223 square feet and is depicted on Exhibit "A", "B", "C", and "D" which is hereby made part of this agreement by reference.

2. The purchase price for the Subject Property shall be the sum of FORTY-EIGHT THOUSAND-SEVEN HUNDRED DOLLARS (\$48,700.00 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 of improvements

within the subject property shall commence on the close of escrow controlling this transaction or July 28, 2017, whichever occurs first.

5. Sellers represent and warrant that it has the authority to make the offer herein made and that they hold 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.

6. The sale shall be completed through an external escrow to be opened at Fidelity National Title Company, Escrow No. FFOM-2011604359, located at 7485 North Palm Avenue #106, Fresno, CA 93711. Phone number is 559-431-8050. Bernadette Watson shall process the 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 Paragraph 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.
- 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 Sellers' responsibility to apply to the County Tax Collector for any refund or decrease in taxes which may be granted, if any.
- 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

shall 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.

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 costs associated legal expenses, if reasonable.
- 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 to the extent that there is a conflict.
- 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. 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.

9. 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:

JoAnn DiRedo, Successor Trustee of the DiRedo Family Trust, dated May 4, 1992

RECOMMENDED FOR APPROVAL:

BY: Cathy Rodriguez
Cathy Rodriguez
Senior Real Estate Agent
Date 5/31/17

BY: Craig L. Hansen
Craig L. Hansen
Supervising Real Estate Agent
Date 6/2/2017

SELLER'S SIGNATURE:

BY: JoAnn DiRedo
JoAnn DiRedo, Successor Trustee
Date 5-31-17

Address of Sellers:
6518 W. Shaw Avenue
Fresno, CA 93723
Phone # 559-301-8068

CITY OF FRESNO

Date _____

Scott Mozier, Director
Department of Public Works

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

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Naeyh Panvanam
Deputy
6-7-17

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy
APN 505-060-43

EXHIBIT "A"

APN 505-060-43 (portion)
Street easement

A portion of that certain parcel described in that Grant Deed recorded April 11, 2006 as Document No. 2006-0075567, Official Records of Fresno County, and as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records, situated in the southwest quarter of Section 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 9; thence N 89°45'51" W, along the south line of the southwest quarter of said Section 9, a distance of 670.99 feet to southwest corner of said parcel described in Document No. 2006-0075567; thence N 0°05'28" E, along the west line of said parcel, a distance of 959.47 feet to the TRUE POINT OF BEGINNING of this description; thence continuing N 0°05'28" E, along said west line, a distance of 258.46 feet; thence, leaving said west line, N 25°02'05" E, a distance of 25.98 feet; thence N 55°48'28" W, a distance of 13.23 feet to said west line; thence N 0°05'28" E, along said west line, a distance of 2.22 feet; thence, leaving said west line, N 25°02'05" E, a distance of 11.76 feet to the northerly boundary of said parcel; thence S 48°54'06" E, along said northerly boundary, a distance of 93.83 feet; thence S 67°54'06" E, continuing along said northerly boundary, a distance of 57.91 feet; thence, leaving said northerly boundary, S 25°02'05" W, a distance of 29.35 feet; thence N 64°57'55" W, a distance of 14.50 feet; thence S 84°04'15" W, a distance of 12.25 feet; thence S 25°02'05" W, a distance of 217.57 feet to the TRUE POINT OF BEGINNING.

Contains an area of 16,050 square feet, more or less.

The bearings and distances described herein above, are based on the California Coordinate System of 1983 (1991.35), Zone 4, as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records. Multiply by 1.000063 to obtain ground distances.



10-14-2016

EXHIBIT "B"

DATA SHOWN IS BASED ON THE RECORD OF SURVEY RECORDED IN BOOK 58 OF RECORD OF SURVEYS AT PAGES 8-18, F.C.R. THE BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (1991.35), ZONE 4, AS SHOWN ON SAID RECORD OF SURVEY. MULTIPLY BY 1.000063 TO OBTAIN GROUND DISTANCES.

PROPOSED PUBLIC PEDESTRIAN WALKWAY AND BIKE PATH EASEMENT. SEE EXHIBIT "D"



NO SCALE



10-14-2010

CENTERLINE OF VETERANS BOULEVARD PER OFFICIAL PLAN LINE RECORDED IN VOLUME 8 OF PRECISE PLANS AT PAGE 34, F.C.R.

APN 505-060-16S

VETERANS BOULEVARD

TRUE POINT OF BEGINNING

SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 9, 13/19

POINT OF COMMENCEMENT SOUTH 1/4 CORNER OF SECTION 9, 13/19

N 89°45'51" W 670.99'

WEST SHAW AVENUE

APN 505/060-08

HERNDON CANAL

LINE TABLE
BEARING LENGTH

L1	N 25°02'05" E	25.98'
L2	N 55°48'28" W	13.23'
L3	N 0°05'28" E	2.22'
L4	N 25°02'05" E	11.76'
L5	S 25°02'05" W	29.35'
L6	N 64°57'55" W	14.50'
L7	S 84°04'15" W	12.25'

DOCUMENT NO. 2006-0075567, O.R.F.C.

APN 505-060-43

INDICATES AREA TO BE DEDICATED
16,050 S.F.±

REF. & REV.

2015-064

PWF 11738

PLAT 1643

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PARCEL TO BE DEDICATED TO THE CITY OF FRESNO
AS AN EASEMENT AND RIGHT-OF-WAY FOR
PUBLIC STREET PURPOSES

PROJ. ID. PW00669 RES TYPE
FUND NO. 22504
ORG. NO. 189901

DR. BY A.J.
CH. BY J.A.C.
DATE OCT. 13, 2016
SCALE NO SCALE

SHEET NO. 1
OF 1 SHEETS

15-A-9159

EXHIBIT "C"

APN 505-060-16S (portion)
Trail easement

A portion of that certain parcel described in that Grant Deed recorded April 11, 2006 as Document No. 2006-0075567, Official Records of Fresno County, and as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records, situated in the southwest quarter of Section 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 9; thence N 89°45'51" W, along the south line of the southwest quarter of said Section 9, a distance of 670.99 feet to southwest corner of said parcel described in Document No. 2006-0075567; thence N 0°05'28" E, along the west line of said parcel, a distance of 1217.93 feet to the TRUE POINT OF BEGINNING of this description; thence, leaving said west line, N 25°02'05" E, a distance of 25.98 feet; thence N 55°48'28" W, a distance of 13.23 feet to said west line; thence S 0°05'28" W, along said west line, a distance of 30.98 feet to the TRUE POINT OF BEGINNING.

Contains an area of 173 square feet, more or less.

The bearings and distances described herein above, are based on the California Coordinate System of 1983 (1991.35), Zone 4, as shown on that Record of Survey recorded in Book 58 of Record of Surveys at Pages 8 through 18, Fresno County Records. Multiply by 1.000063 to obtain ground distances.



EXHIBIT "D"

DATA SHOWN IS BASED ON THE RECORD OF SURVEY RECORDED IN BOOK 58 OF RECORD OF SURVEYS AT PAGES 8-18, F.C.R. THE BEARINGS AND DISTANCES SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (1991.35), ZONE 4, AS SHOWN ON SAID RECORD OF SURVEY. MULTIPLY BY 1.000063 TO OBTAIN GROUND DISTANCES.

LINE TABLE		
	BEARING	LENGTH
L1	N 25°02'05" E	25.98'
L2	N 55°48'28" W	13.23'
L3	S 0°05'28" W	30.98'



NO SCALE



10-14-2016



INDICATES AREA TO BE DEDICATED
173 S.F.±

TRUE POINT OF BEGINNING

CENTERLINE OF VETERANS
BOULEVARD PER OFFICIAL
PLAN LINE RECORDED IN
VOLUME 8 OF PRECISE
PLANS AT PAGE 34, F.C.R.

APN 505-060-16S

VETERANS BOULEVARD

APN 505/060-08

HERNDONICANAL

DOCUMENT NO. 2006-0075567, O.R.F.C.

APN 505-060-43

SOUTH LINE OF THE
SOUTHWEST 1/4 OF
SECTION 9, 13/19

POINT OF
COMMENCEMENT
SOUTH 1/4 CORNER
OF SECTION 9, 13/19

N 89°45'51" W 670.99'

WEST SHAW AVENUE

REF. & REV.

2015-064

PWF 11738

PLAT 1643

CITY OF FRESNO

DEPARTMENT OF PUBLIC WORKS

PARCEL TO BE DEDICATED TO THE CITY OF FRESNO AS
AN EASEMENT AND RIGHT-OF-WAY FOR PEDESTRIAN
WALKWAY, BICYCLE PATH AND LANDSCAPING PURPOSES

PROJ. ID. PW00669 RES TYPE

FUND NO. 22504

ORG. NO. 189901

DR. BY A.J.

CH. BY J.A.C.

DATE OCT. 14, 2016

SCALE NO SCALE

SHEET NO. 1
OF 1 SHEETS

15-A-9159