

**AGREEMENT FOR PURCHASE AND SALE OF A STREET EASEMENT
AND ESCROW INSTRUCTIONS**

**Veterans Blvd Project
City Project No.: PW 00669
APN 504-091-30 & 31**

Jenco Farms, L.P., a California limited partnership, 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 a street easement approximately 8,948 square feet in size of unencumbered and encumbered street easement and is located on Assessor's Parcel Number(s) 504-091-30 & 31 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 Summary Statement dated April 1, 2016 shall be the sum of FIFTY THREE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$53,700) 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 easement described on Exhibit "A" and depicted on Exhibit "B", are permanent easements 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 permanent street easements, shall commence on August 31, 2016, 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.

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-2011505138-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 sum 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 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 contained in the Preliminary Title Report No. FFOM-2011505138-BW dated December 3, 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 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. 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. **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.

11. 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.

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 _____

CITY OF FRESNO

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

Date _____

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

ATTEST:
YVONNE SPENCE, CMC
City Clerk

BY: _____
Deputy

Date _____

SELLER(S): Jenco Farms, LP


Rodger B. Jensen, General Partner

Date 5/25/16


Margaret M. Jensen, General Partner

Date 5/25/16

Mailing Address of Seller:
1368 W. Herndon Avenue, Suite 103
Fresno, CA 93711

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

BY: 
Deputy

Date 6/14/16

EXHIBIT "A"

APN 504-091-30 & 31 (portion)
Street easement

A portion of Parcels "A" and "B" of Lot Line Adjustment No. 2008-23 as described in that Grant Deed recorded May 21, 2009, as Document No. 2009-0069002, Official Records of Fresno County, said Parcels being portions of Lots 235 and 271 of J.C. Forkner Fig Gardens Subdivision No. 3, according to the map thereof recorded in Volume 8 of Plats at Page 79, Fresno County Records, situated in the northeast quarter of the northeast quarter of Section 4, 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 southeast corner of the northeast quarter of the northeast quarter of said Section 4, said corner also being on the centerline of North Hayes Avenue as shown on that Deed of Easement recorded May 2, 2006, as Document No. 2006-0092297, Official Records of Fresno County; thence N 56°18'31" W, along the centerline of North Hayes Avenue, a distance of 645.95 feet to the beginning of a tangent curve concave northeasterly and having a radius of 800.00 feet; thence northwesterly, continuing along said centerline and along the arc of said curve, through a central angle of 12°24'31", an arc distance of 173.26 feet to the east line of said Lot 271; thence N 0°30'30" E, along said east line, non-tangent to last said curve, a distance of 42.29 feet to the beginning of a non-tangent curve concave easterly and having a radius of 771.00 feet, a radial to said beginning bears S 48°20'44" W, said point being the south corner of said Parcel "B" and the TRUE POINT OF BEGINNING of this description; thence northwesterly and northerly, along the westerly boundary of said Parcels "B" and "A" and along the arc of said curve, concentric with and 29.00 feet northeasterly of said centerline, through a central angle of 41°16'19", an arc distance of 555.38 feet; thence N 89°35'46" E, continuing along said westerly boundary, non-tangent to last said curve, a distance of 6.00 feet; thence N 0°24'14" W, continuing along said westerly boundary, parallel with and 35.00 feet east of said centerline, a distance of 157.58 feet to the south right-of-way line of that portion of West Herndon Avenue previously dedicated for public street purposes by that Deed of Easement recorded November 5, 2002, as Document No. 2002-0198026, Official Records of Fresno County; thence N 89°35'46" E, along said south right-of-way line, a distance of 20.00 feet; thence S 0°24'14" E, parallel with and 55.00 feet east of said centerline, a distance of 168.22 feet; thence S 1°12'54" W, a distance of 119.83 feet to the beginning of a non-tangent curve concave easterly and having a radius of 488.00 feet, a radial to said beginning bears S 84°20'41" W; thence southerly, along the arc of last said curve, through a central angle of 12°47'16", an arc distance of 108.92 feet to the beginning of a compound curve concave northeasterly and having a radius of 764.00 feet; thence southeasterly, along the arc of said compound curve, concentric with and 36.00 feet northeasterly of said centerline, through a central angle of 22°37'42", an arc distance of 301.73 feet to the east line of said Lot 271, also being the east line of said Parcel "B"; thence S 0°30'30" W, along said east line, non-tangent to last said curve, a distance of 10.49 feet to the TRUE POINT OF BEGINNING.

Contains an area of 8,948 square feet, more or less.



2015-073
15-A-9168
PWF 11738

12/7/15

A LINE BETWEEN THE NORTHEAST CORNER OF SECTION 4, 13/19 AND THE SOUTHEAST CORNER OF LOT 6 OF SECTION 33, 12/19

NORTHEAST CORNER OF SECTION 4, 13/19

SEE SHEET 2 FOR DETAILS

APN 504-091-30

LOT 235

LOT 236

LOT 234

APN 504-091-31

J.C. FORKNER FIG GARDENS SUBDIVISION NO. 3, VOL. 8 OF PLATS, PG. 79, F.C.R.



EAST LINE OF LOTS 269 & 236
S 0°32'00" W
EAST LINE OF THE NORTHEAST 1/4 OF SECTION 4, 13/19



N 89°39'54" E, 52.61'

S 63°47'07" W RADIAL
R=800.00'
D=16°02'26"
L=223.97'

R=847.00'
D=30°05'38"
L=444.88'

S 48°20'44" W RADIAL

S 0°30'30" W
S 48°55'43" W RADIAL

TRUE POINT OF BEGINNING
N 0°30'30" E, 42.29'

LOT 270

R=800.00'
D=12°24'31"
L=173.26'

APN 504-091-17

LOT 269

CENTERLINE OF N. HAYES AVE. PER DOC. NO. 2006-0092297, O.R.F.C.

POINT OF COMMENCEMENT SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, 13/19 & CENTERLINE OF WEST HAYES AVENUE

LOT 271

S 56°18'31" E, 37.42'
S 11°18'31" E, 16.55'

R=220.00'
D=43°43'36"
L=167.90'

NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, 13/19

W. PALO ALTO BLVD.
S 33°41'29" W, 191.30'
S 33°41'29" W, 279.00'

AVENUE
N 56°18'31" W, 645.95'

APN 504-091-20T

R=272.00'
D=18°11'32"
L=86.36'

SOUTH LINE OF LOTS 269 - 271

N 89°39'24" E, 644.35'

35.00'

INDICATES AREA TO BE DEDICATED 8,948 S.F. ±

DATA SHOWN IS DERIVED FROM A RECORD OF SURVEY RECORDED IN BOOK 48 OF RECORD OF SURVEYS AT PAGE 3, F.C.R. AND THE CITED DEEDS OF EASEMENT.

VETERANS BOULEVARD

REF. & REV.
2015-073
PWF 11738
PLAT 1343

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. PW00669
FUND NO. 22504
ORG. NO. 189901
DR. BY AJ.
CH. BY R.A.W.
DATE NOV. 6, 2015
SCALE NO SCALE

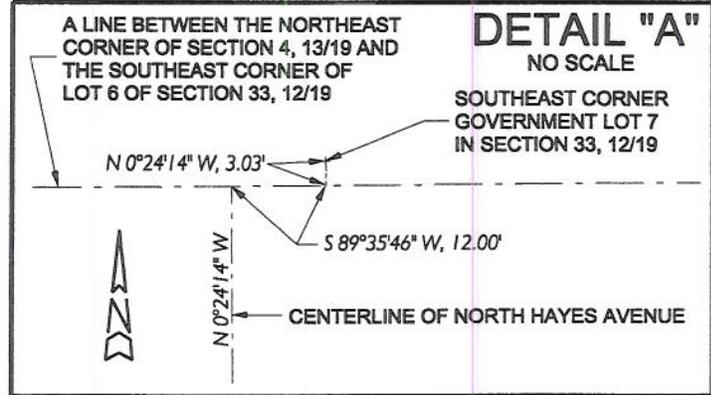
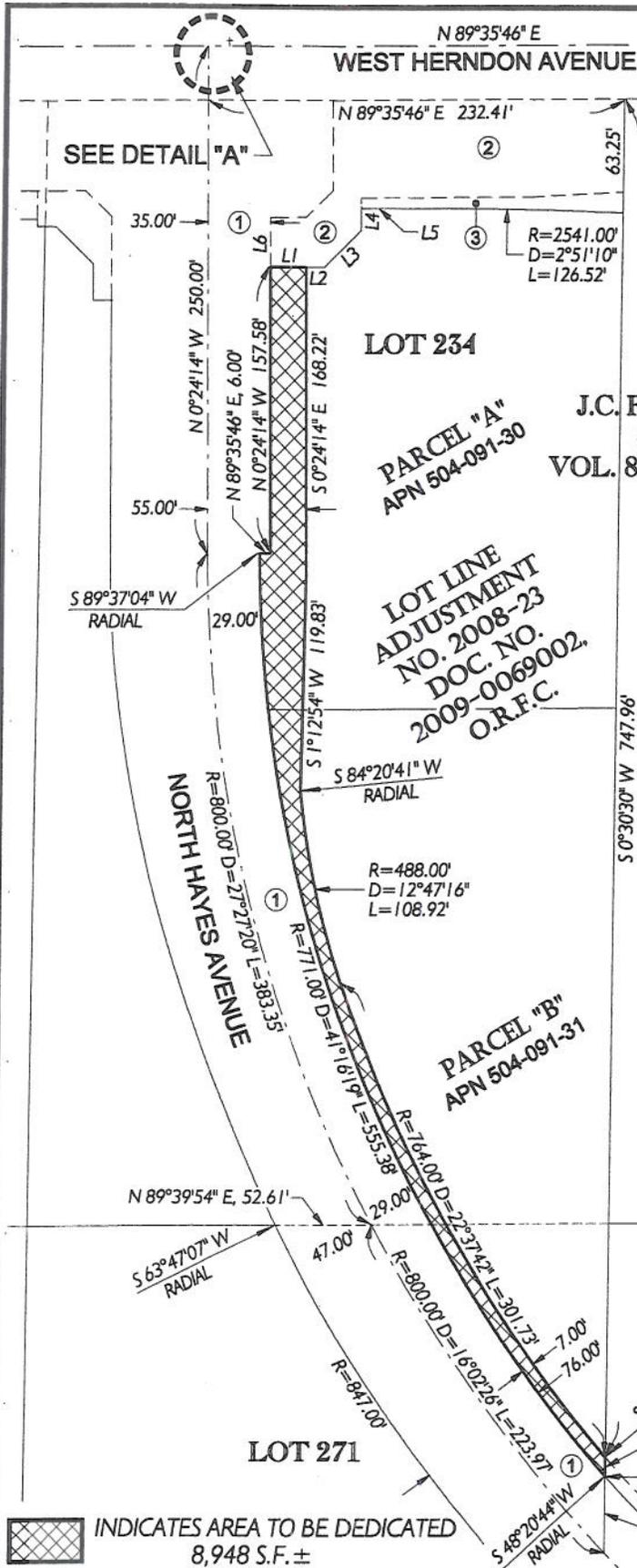
RES TYPE
SHEET NO. 1
OF 2 SHEETS
15-A-9168

EXHIBIT "B"

SHEET 2 OF 2

A LINE BETWEEN THE NORTHEAST CORNER OF SECTION 4, 13/19 AND THE SOUTHEAST CORNER OF LOT 6 OF SECTION 33, 12/19

LINE TABLE		
	BEARING	LENGTH
L1	N 89°35'46" E	20.00'
L2	N 89°35'46" E	10.00'
L3	N 44°35'31" E	28.29'
L4	N 0°24'14" W	12.00'
L5	N 89°35'16" E	19.94'
L6	N 0°24'14" W	27.42'



- ① = PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY DEED OF EASEMENT RECORDED 11/5/2002 AS DOCUMENT NO. 2002-0198287, O.R.F.C.
- ② = PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY DEED OF EASEMENT RECORDED 11/5/2002 AS DOCUMENT NO. 2002-0198026, O.R.F.C.
- ③ = PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY DEED OF EASEMENT RECORDED 6/18/2004 AS DOCUMENT NO. 2004-0135679, O.R.F.C.

DATA SHOWN IS DERIVED FROM A RECORD OF SURVEY RECORDED IN BOOK 43 OF RECORD OF SURVEYS AT PAGE 3, F.C.R. AND THE CITED DEEDS OF EASEMENT.

INDICATES AREA TO BE DEDICATED
8,948 S.F. ±

REF. & REV. 2015-073 PWF 11738 PLAT 1343	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	PROJ. ID. PWD0669	RES TYPE _____
		FUND NO. 22504	
PARCELS TO BE DEDICATED TO THE CITY OF FRESNO AS AN EASEMENT AND RIGHT-OF-WAY FOR PUBLIC STREET PURPOSES		ORG. NO. 189901	
		DR. BY AJ	SHEET NO. 2
		CH. BY R.A.W.	OF 2 SHEETS
		DATE NOV. 6, 2015	15-A-9168
		SCALE NO SCALE	