

**AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY AND ESCROW INSTRUCTIONS**

**253 NORTH FIRST STREET
APN 459-282-13**

MARK GUEVARA (Buyer) hereby offers to purchase from the CITY OF FRESNO, a municipal corporation (City), the real property described below on the following terms and conditions:

1. The real property which is the subject of this Purchase and Sale Agreement (Agreement) is situated in the City of Fresno, County of Fresno, State of California and may hereinafter be referred to as the "Property," is also known as Assessor's Parcel Number 459-282-13, more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated by reference.

2. The Buyer's purchase price for the Subject Property is **FIVE THOUSAND AND 00/100 DOLLARS (\$5,000)**. Upon Buyer's execution of the Agreement, Buyer shall deliver to City a deposit of \$500, which shall be considered non-refundable except in the event of City's breach. Upon approval of the Council of the City of Fresno, and full execution of the Agreement, Buyer shall deliver to the City the balance of the purchase amount, which shall be \$4,500. At such time, the City shall fully execute a Grant Deed conveying title to the Buyer and a signed copy of this Agreement.

3. City represents and warrants that it has the authority to accept the offer herein made, and that it holds fee title to said Property.

4. Buyer and City hereby agree and confirm as follows: The property is sold "AS IS," subject to any encumbrances of record, included but not limited to known or unknown encumbrances, apparent or of record. Buyer shall be responsible for any and all future property taxes and assessments which accrue after the transfer of title.

5. Buyer releases and hereby agrees to indemnify City for any and all claims Buyer or any other party may have against the City, of whatever kind or nature, resulting from, or in any way connected with, the environmental condition of the Property, including any and all claims Buyer may have against the City 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, pertaining to the release of hazardous substances into the environment from or at the Property. Buyer expressly waives the benefits of Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected settlement with the debtor."

Buyer's obligations under this indemnity and release shall survive the recordation of the Deed.

6. It is understood and agreed that this Agreement shall be binding upon Buyer and City, heirs, executors, administrators, successors in interest, and assigns.

7. This transaction shall be completed through an internal escrow by Colleen Karby, City of Fresno Senior Real Property Agent, who can be reached at 559-621-8697.

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.
- k. Surplus Land Act. This property has been declared surplus by the City of Fresno and is subject to the California Surplus Land Act (Government Code Sections 54220-54234). When local agencies dispose of surplus land, they are required to submit a description of the disposition to the California Department of Housing and Community Development (HCD) prior to agreeing to and finalizing the terms for the disposition of surplus land. HCD shall make written findings and provide them to the local agency allowing the City to finalizing the agreement.
- l. Affordable Housing Covenant. When surplus land is disposed it is often required to maintain certain levels of affordability. This sample covenant/restriction attached herein as Exhibit D shall be used to record affordability covenants required pursuant to Government Code Sections 54233 and 54233.5.
- m. Easement. Immediately following the recording of the Grant Deed, Buyer agrees to dedicate an easement to the City of Fresno which shall include the sidewalk, curb and gutter, and area extending into North First Street. Deed of Easement to be prepared by City and dedication shall be at no cost to Buyer. The execution of the above-referenced easement to the City of Fresno shall be a condition precedent to the close of escrow.

9. Both Buyer and City recognize that time is of the essence of each and every term, condition, and covenant contained in this Agreement. This document has been read by all parties and the contents are known and understood by all parties. All prior discussions, negotiations, commitments or understandings are hereby superseded by this Agreement unless amended.

10. This Agreement may be amended or cancelled only by the mutual and written consent of all parties. This Agreement is binding upon and shall inure to the benefit of all parties and each party's respective heirs, successors, assigns, transferees, agents, servants, employees or representatives.

11. Buyer agrees to assume any and all liability, obligations, responsibilities, duties and requirements for any and all well abandonment and performance of any and all well destruction on the subject Property in compliance with all Federal, State and Local requirements, including but not limited to the requirements shown on Exhibit C.

Buyer agrees to hold City harmless for all activities, liability, workmanship, and compliance related to any and all well abandonment and performance of any and all well destruction on the subject Property.

[SIGNATURE PAGE TO FOLLOW]

EXHIBIT "A"

APN 459-282-13T
Grant Deed

Lot 39 and Lot 40 of Orchard Hill Addition, according to the map thereof recorded in Volume 1 of Plats, at Page 43, Fresno County Records, lying in Section 3, Township 14 South, Range 20 east, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

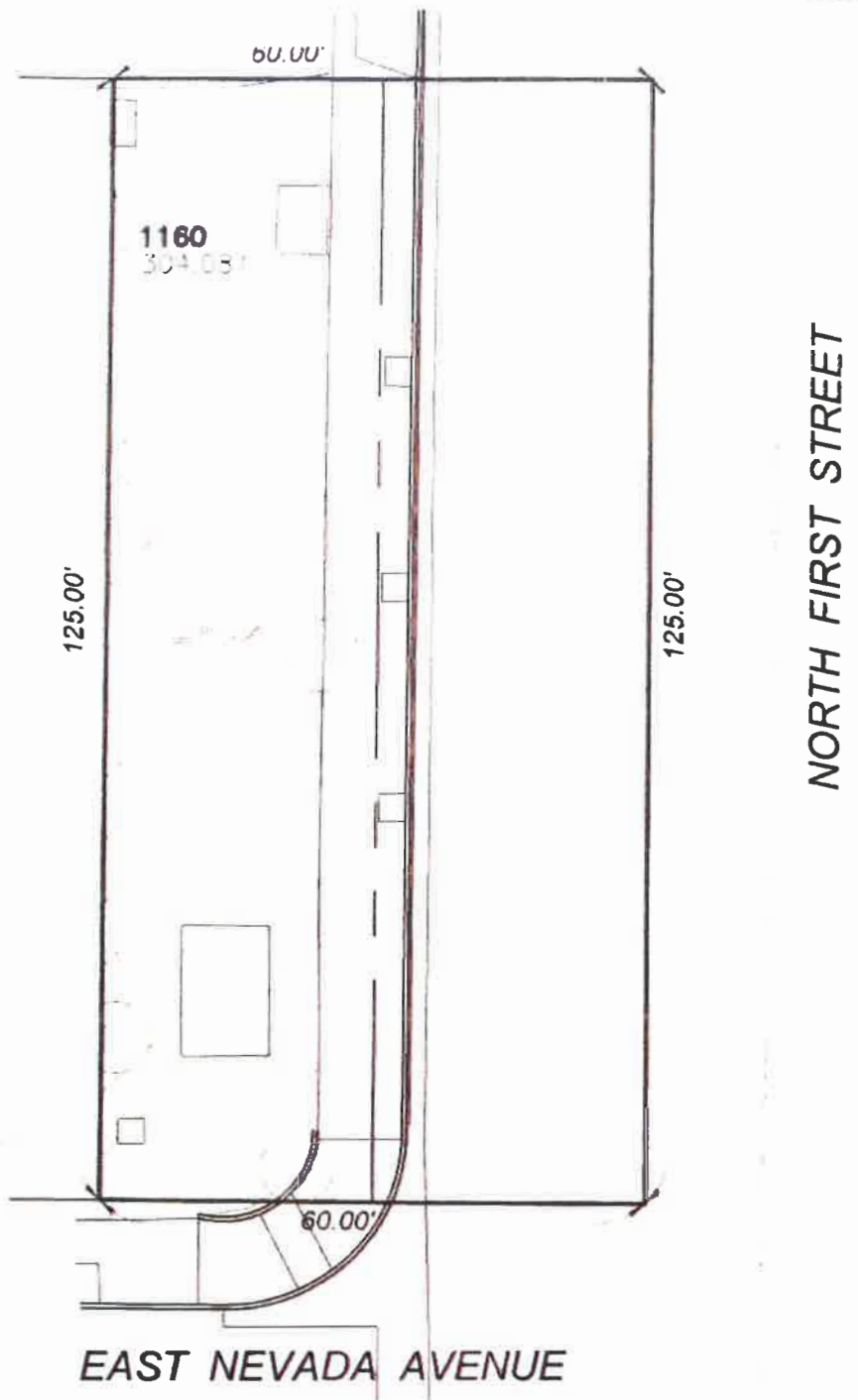
Containing an area of 0.17 acres, more or less.



EXHIBIT "B"



2-17-2022



INDICATES SUBJECT PARCEL, CONTAINING AN AREA OF 0.17 ACRES, MORE OR LESS.



INDICATES USEABLE AREA, CONTAINING AN AREA OF 0.07 ACRES, MORE OR LESS.

REF. & REV. 2020- 15-A- PLAT 2653	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS		PROJ. ID <u>PK00001</u> RES TYPE _____
	LOTS 39 AND 40 OF ORCHARD HILL TRACT IN VOLUME 1 OF PLATS, AT PAGE 43, FRESNO COUNTY RECORDS		FUND NO _____ ORG. NO _____
		DR. BY <u>J.A.C.</u> CH. BY <u>J.A.C.</u> DATE <u>SEPT 29, 2021</u> SCALE <u>1" = 20'</u>	SHEET NO. <u>1</u> OF <u>1</u> SHEETS

EXHIBIT "C"

Recording Requested By:

Public Works Department
City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:

Public Works Department
City of Fresno
2600 Fresno Street
Fresno, CA. 93721-3623
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 459-282-13T

GRANT DEED

The City of Fresno, a municipal corporation, GRANTOR, hereby GRANTS to the Mark Guevara, GRANTEE, an easement and right-of-way for street purposes over, through and across all that real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits "A" and "B", which are attached and incorporated herein

CITY of FRESNO, a municipal corporation

By: _____ Date: _____
Georgeanne White, City Manager

APPROVED AS TO FORM:

DOUGLAS T. SLOAN
CITY ATTORNEY

By: _____, Deputy

Dated: _____

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Grant Deed

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Containing an area of 0.17 acres, more or less.



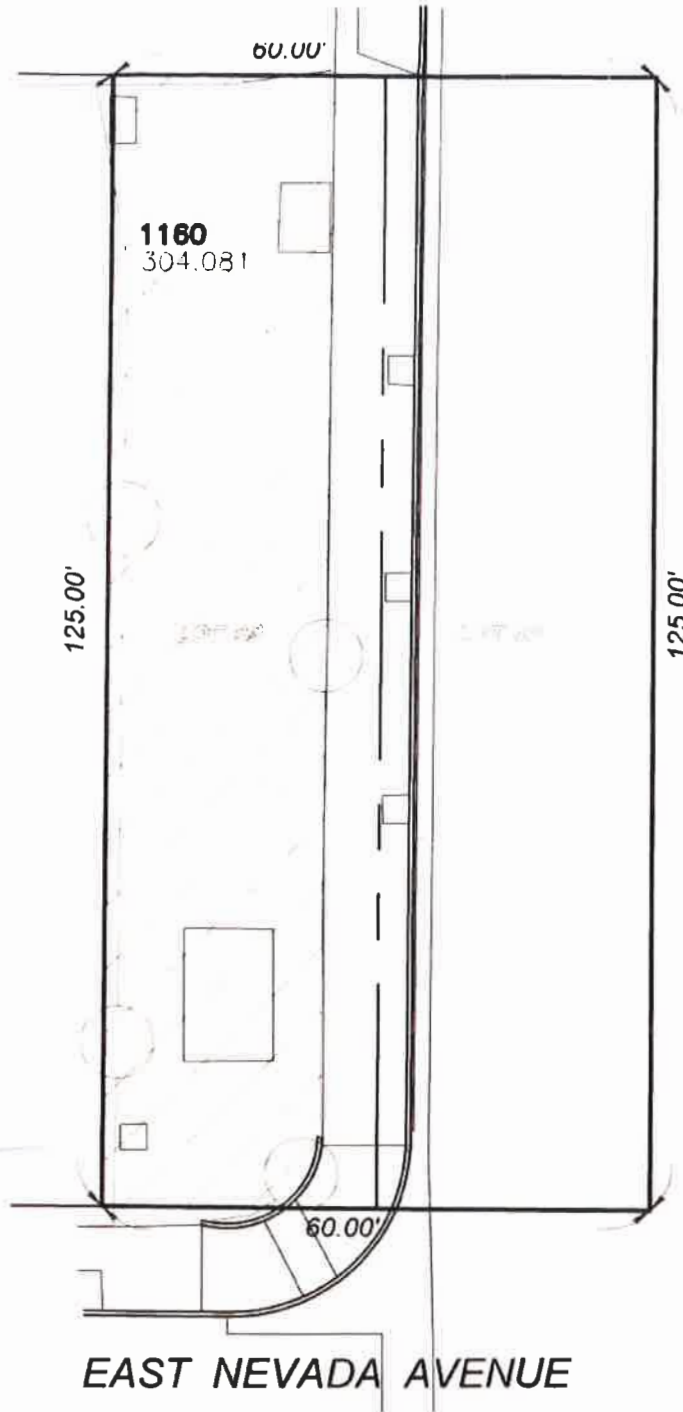
EXHIBIT "B"



1"=20'



2-17-2022



NORTH FIRST STREET

EAST NEVADA AVENUE



INDICATES SUBJECT PARCEL, CONTAINING AN AREA OF 0.17 ACRES, MORE OR LESS.



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EXHIBIT "D"

Covenant or Restriction to be Recorded (per Government Code Section 54233 and/or 54233.5)

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

Date: _____

CITY OF FRESNO

By: _____

Name: _____

Title: _____