

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
AND ESCROW INSTRUCTIONS
Surplus City Water Well Site #218
APN 445-234-01T
WM00001**

KATHY VAN, hereafter referred to as "Buyer," hereby offers to purchase from the CITY OF FRESNO, a municipal corporation, hereinafter called the "Seller," the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, and which is hereinafter for convenience referred to as the "Offered Parcel," is all of that real property situated in the County of Fresno, State of California, referred to as APN: 445-234-01T more particularly described as:

See "Grant Deed" which is attached and incorporated herein

2. The purchase price for the Offered Parcel shall be TWENTY THOUSAND DOLLARS (\$20,000) as just compensation therefore. Buyer has paid \$20,000 to the City of Fresno by use of a cashier's check.

3. Seller represents and warrants that it has the authority to accept the offer herein made, and that it holds fee title to said real property and can convey the Offered Parcel.

4. Buyer and Seller hereby agree and confirm as follows:

- a. This transaction is subject to approval by the FRESNO CITY COUNCIL (hereinafter referred to as "Council").
- b. The property is sold "AS IS" condition. The property is warranted to be free of any liens, court judgments, loans, and delinquent for unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record.
- c. Buyer shall be responsible for property taxes levied against the Offered Parcel after title is conveyed to the Buyer.
- d. After fee title has fully vested in Buyer, Buyer shall be responsible for perfecting possession.
- e. Disbursements 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.
- f. There will be no third-party escrow in this transaction and no title insurance will be provided. Rather, the City of Fresno (Seller) shall

accomplish delivery of the Deeds by providing for recordation of the Deeds conveying title to Buyer, and thereafter, mailing the Deeds to Buyer.

- g. Buyer(s) shall pay all recording fees and documentary Transfer tax required in this transaction.
- h. This document has been read by each of the parties, and the contents are known and understood by each of the parties. There are no other agreements or understandings, written or oral, between the parties, and this Agreement embodies the complete and exclusive Agreement.
- i. This Agreement may be amended or cancelled only by the written and mutual consent of the parties, and the approval of the Council.
- j. This Agreement is binding upon, and shall inure to the benefit of, and be binding upon, all parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees or representatives.

5. Buyer acknowledges and agrees to accept the Offered Parcel in "AS IS" condition at the time of closing, including, without limitation, any defects or environmental conditions affecting the Offered Parcel. Buyer acknowledges that Seller has not made and Seller specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the physical condition or any other aspect of the Offered Parcel.

6. 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 Seller and the Buyer.

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

8. 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 Buyer and Seller, their heirs, executors, administrators, successors in interest, and assigns.

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

BUYER(S):

BY: Cathy Rodriguez
Cathy Rodriguez
Senior Real Estate Agent

BY: Kathy Van
Kathy Van

Date: 3/21/17

Date: 3-21-17

Seller: City of Fresno

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

ADDRESS OF BUYER:

1028 E. Niles Avenue
Fresno, CA 93720

Date: _____

Address of City:
Public Works Department
2600 Fresno Street, Room 4019
Fresno, CA 93721-3600

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By: Quanda Freeman
Deputy

ATTEST:
YVONNE SPENCE, CMC
City Clerk

Date: 04/03/17

By _____
Deputy

Date: _____