

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

**Assessor's Parcel Number: 467-071-15  
930-934 F Street and 931-937 China Alley, Fresno, CA 93706**

This Agreement for Purchase and Sale of Real Property and Escrow Instructions (Agreement) is entered into by and between the CITY OF FRESNO, a California Municipal corporation, (City or Buyer) and CENTRAL CALIFORNIA LAND TRUST (CCLT), a 501(c)(3) Nonprofit corporation, (Seller). City and Seller are collectively referred to herein as "the Parties."

**RECITALS**

- A. The Real Property which is the subject of this Agreement is situated at 930-934 F Street and 931-937 China Alley, in the City of Fresno, County of Fresno, State of California, bearing Assessor's Parcel Number 467-071-15 (Subject Property).
- B. The owner of the Subject Property is CCLT, a 501(c)(3) Nonprofit corporation (Seller).
- C. Seller has agreed to accept a transfer of title of the Subject Property from Chinatown Revitalization, Inc., a California Nonprofit Corporation (Chinatown"), which is in the process of winding up following administrative dissolution by the Secretary of State.
- D. Seller will transfer the Subject Property to City.
- E. The transfers of title of the Subject Property between Chinatown and Seller, and Seller and the City will occur consecutively.
- F. The City agrees to pay all costs associated with this transaction, as set forth in Section 6, the Purchase Price.
- G. City desires to purchase the Subject Property to facilitate the development of an Affordable Housing Project.
- H. City now wishes to purchase from Seller and Seller now wishes to sell to City, the Subject Property, subject to the terms and conditions herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

- 1. **Subject Property.** The Subject Property is situated at 930-934 F Street and 931-937 China Alley, in the City of Fresno, County of Fresno, State of California, identified as Assessor's Parcel Number 467-071-15, which includes fixtures and improvements located on the property and all rights, privileges, and appurtenances, including any permits and easements. A legal description of the Subject Property is attached hereto as Exhibit A and incorporated herein by reference.

2. **No Threat of Eminent Domain.** The Parties acknowledge the acquisition and sale of the subject property is not under threat of eminent domain.
3. **AS IS SALE.** Seller agrees to sell, and City agrees to purchase the Subject Property in its present, "AS IS" condition. The City has been advised by Seller to obtain a policy of title insurance on the property.
4. **Condition of Title.** City will obtain, at the City's sole cost, a Preliminary Title Report from a title company of its choosing. The Seller agrees to convey the Subject Property, and the City agrees to accept title to the Subject Property subject to the condition of title as set forth on the Preliminary Report.
5. **Seller's Representations and Warranties.** Seller represents and warrants to City, and this Agreement is made in reliance on the following:
  - a. Seller has the full power and authority to sell, convey, transfer, assign, and deliver its interest in the Subject Property to City without obtaining consent or approval of any other person or entity.
  - b. Seller, to the best of its knowledge, is not a party to any pending or threatened action, suit, or legal proceeding at law, in equity or otherwise, arising from, related to, or in any way affecting the Property.
6. **Purchase Price.** The Purchase Price for the Subject Property shall be Fifty One Thousand, Fifty Five Dollars and Seventy Three Cents (\$51,055.73) which is equal to the fees or fines assessed by the CITY OF FRESNO upon the Property, in the amount of One Thousand Three Hundred and Fifty Six Dollars, and Sixty One Cents (\$1,356.61), outstanding or delinquent taxes due in the amount of Twenty Seven Thousand, Eight Hundred Eighty Seven Dollars and Twelve Cents (\$27,887.12), fees for staff time in preparation of documents including One Thousand, Eight Hundred Twelve Dollars and Zero Cents (\$1,812.00) to AMI Concepts, and Five Thousand Dollars and Zero Cents (\$5,000.00) to Central California Land Trust, and a maximum of Fifteen Thousand Dollars and No Cents (\$15,000.00) for Chinatown's attorney's fees and costs incurred in the representation of Chinatown and drafting of the documents to effectuate the purchase and sale of the Subject Property (the "Purchase Price"). Chinatown's attorney shall provide a demand into escrow in order to receive payment.
7. **Further Assurances.** The Parties agree to execute and deliver all such further instruments and take such other further actions as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the intention the parties as expressed herein.
8. **Effective Date.** The Effective Date of this Agreement shall be upon its duly authorized execution by the Parties after City approval.
9. **Reserved.**
10. **Escrow Instructions.** The sale shall be completed through an Escrow to be opened at Fidelity National Title Company, located at 7475 N. Palm Avenue, Suite 107, Fresno, CA 93711 (Escrow Holder). Said escrow shall be opened upon the

following terms and conditions, and Seller and City by their signature to this Agreement, make this paragraph their escrow instructions:

- a. **Deposit.** City shall deposit the sums set forth above in Paragraph 6 and closing costs in escrow upon receipt of a demand and statement from Escrow Holder. Said funds will be deposited not later than the close of business on the day before the Close of Escrow.
- b. **Accounting.** Escrow Holder will forward to both City and Seller a separate accounting of all funds received and disbursed for each party. Payment of said sums may be made to Seller only when Escrow Holder possesses and is in a position to deliver to the City, a fully executed, acknowledged, and recorded deed to the Subject Property.
- c. **Access.** City and its agents, employees or assigns shall have the right to access the Subject Property at all times following execution of this Agreement by the Parties; for the purpose of conducting all studies, inspections, evaluations, tests, or surveys of the Subject Property that City elects to have performed upon reasonable notice to the Seller. City agrees to indemnify and hold Seller harmless from any and all liability, loss, cost, damage, or expense that Seller may sustain or incur by reason of, or in connection with, such entry, studies, inspections, evaluations, tests, or surveys conducted by City.
- d. **Defects in Title.** City shall accept title to the Subject Property to be acquired by City herein subject to all defects in any or all matters of record title. Seller covenants and agrees to immediately notify City of any and all known claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the Subject Property.
- e. **Financial Liabilities.** The City shall bear any, and all costs associated with the Closing of this transaction, including the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property.
- f. **Costs.** City shall pay the escrow fee, closing costs, recording fees (if any), and payment for a CLTA policy of title insurance. City shall bear any, and all costs associated with the Closing of this transaction.
- g. **Disbursement.** Disbursement of the Purchase Price shall 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.
- h. **Close of Escrow.** Close of Escrow for the Purchase and Sale of the Subject Property shall occur no later than December 27, 2024. The following Conditions of Sale must be met prior to Close of Escrow:
  - i. City's approval of any engineering reports;
  - ii. No pending litigation against the Subject Property;
  - iii. City's approval of preliminary title report;

- iv. City's approval of physical inspection of the Subject Property;
- v. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City;
- vi. Escrow Holder is in possession of a good and sufficient grant deed duly executed by Chinatown to Seller, to be recorded immediately before recording the grant deed between Seller and City;
- vii. Escrow Holder is in possession of a good and sufficient grant deed, duly executed by Seller.
- viii. Seller's delivery of the Subject Property at Close of Escrow to City without any guests or tenants;

11. **Reserved.**

12. **Condition and Inspection of Subject Property.** Notwithstanding any other provision of this Agreement to the contrary, Seller has not expressly or impliedly made any representations, guaranties, promises, statements, assurances, or warranties of any kind concerning the Subject Property. Seller has not conducted any investigation regarding the condition of the Subject Property.

13. **Default and Remedies.**

- a. **City's Default.** IF CLOSE OF ESCROW SHALL FAIL TO OCCUR BECAUSE OF THE CITY'S DEFAULT UNDER THIS AGREEMENT, SELLER'S SHALL HAVE NO REMEDY. ANY CITY DEPOSIT MADE SHALL BE REFUNDABLE AT ALL TIMES AND RETURNED TO THE CITY, UPON REQUEST.
- b. **Seller's Default.** IF THE CLOSE OF ESCROW SHALL FAIL TO OCCUR BECAUSE OF SELLER'S DEFAULT UNDER THIS AGREEMENT, CITY MAY (1) TERMINATE THIS AGREEMENT, IN WHICH EVENT THE ENTIRE DEPOSIT PREVIOUSLY MADE BY CITY AND ALL OTHER FUNDS DEPOSITED BY CITY SHALL BE RETURNED TO CITY AND THE PARTIES SHALL THEREAFTER HAVE NO OBLIGATIONS UNDER THIS AGREEMENT OR ADDITIONAL LIABILITY TO ONE ANOTHER; OR (2) MAINTAIN THIS AGREEMENT IN EFFECT AND PURSUE AN ACTION FOR SPECIFIC PERFORMANCE.

14. **Notices.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile or email, if sent before 5:00 p.m. on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine or email account; (c) upon the day of delivery if the notice has

been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

TO SELLER: CENTRAL CALIFORNIA LAND TRUST  
c/o Christine Barker, President  
1940 N Fresno St  
Fresno, CA 93703  
Telephone: (559) 284-7249

TO CITY: CITY OF FRESNO  
Attention: City Manager  
2600 Fresno Street  
Fresno, CA 93721  
Telephone: (559) 621-8000

TO ESCROW HOLDER: Fidelity National Title Company  
Valerie Budzik, Escrow Officer  
7475 N. Palm Avenue, Suite 107  
Fresno, California 93711  
Telephone: (559) 431-8050

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section, and that any person to be given notice receives such notice. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

15. **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 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. **Non-Material Changes.** The City Manager of the City, or designee, may execute any supplemental escrow instructions and may make minor modifications to this Agreement, the exhibits, and the documents referenced herein, on behalf of the City, and by virtue of an amendment mutually signed by Seller, provided such modifications do not constitute a material change to this Agreement.
- k. **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

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Fresno )

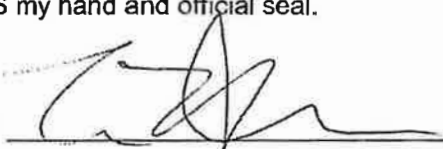
On 11/27/2024 before me, Nelson Her, Notary Public  
(insert name and title of the officer)

personally appeared Christine Barker  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

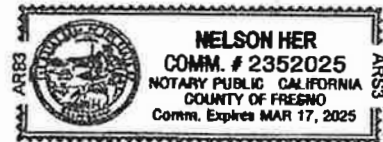
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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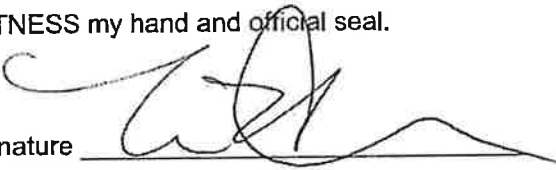
State of California  
County of Fresno )

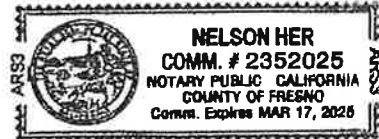
On 11/27/2024 before me, Nelson Her, Notary Public  
(insert name and title of the officer)

personally appeared Jeremy Hofer  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the Effective date of this Agreement as defined above.

CITY OF FRESNO,  
A California municipal corporation

By: \_\_\_\_\_  
Georgeanne A. White                      Date  
City Manager

SELLER,  
CENTRAL CALIFORNIA LAND TRUST,  
A 501(c)(3) Nonprofit corporation

By: \_\_\_\_\_  
Christine Barker  
President of the Board

Date: 11/27/24

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: \_\_\_\_\_  
Kelsey A Seib                              Date  
Deputy City Attorney                      12/2/24

By: \_\_\_\_\_  
Jeremy Hofer  
Treasurer

Date: 11/27/24

(Attach notary certificate of acknowledgement)

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Date

Attachments:  
Exhibit A – Legal Description

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 Seller.

- i. **Counterparts.** This Agreement may be executed and delivered, in one or more duplicate counterparts, each of which shall be deemed an original. Copies of executed counterparts transmitted by telecopy, facsimile or other electronic transmission services shall be considered original executed counterparts, all of which, when taken together, shall constitute one and the same instrument.

(SIGNATURES FOLLOW ON THE NEXT PAGE.)

EXHIBIT A  
LEGAL DESCRIPTION

THE LAND REFFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 24 AND 25 IN BLOCK 51 OF THE TOWN (NOW CITY) OF FRESNO IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1 PAGE 2 OF PLATS, FRESNO COUNTY RECORDS.

APN 467-071-15