

**AGREEMENT FOR PURCHASE AND SALE OF PROPERTY
AND ESCROW INSTRUCTIONS
City Project Number: PW00754**

**East Belmont Avenue Street widening Project
APN 310-111-12**

Johnny Lopez, hereinafter called the "Grantor," 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 street easement which is the subject of this Agreement, and which is hereinafter for convenience referred to as the "subject property," being a street easement approximately 2,647 square feet in size and is located within Assessor's Parcel Numbers 310-111-12 which is situated in the County of Fresno, State of California, more particularly described as follows:

Exhibit "A" and "B" relative to a permanent street easements, hereto attached and reference made a part of hereof

2. The purchase price for the subject property shall be the sum of FORTY SIX THOUSAND -THREE HUNDRED DOLLARS (\$46,300.00) as just compensation for the street easement.

3. Sellers acknowledge that the City has the power to acquire the subject properties 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 Seller(s) that, notwithstanding other provisions of 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 permanent street easement, shall commence on October 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.

5. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to said real property.

EXHIBIT "A"

APN 310-111-12 (portion)
Street easement

A portion of that certain parcel as described in that Grant Deed recorded January 23, 2013, as Document No. 2013-0009689, Official Records of Fresno County, said certain parcel being a portion of Lot 8 of Block 3 of Nevada Colony, in Section 33, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, according to the map thereof recorded in Volume 2 of Plats at Page 7, Fresno County Records, more particularly described as follows:

COMMENCING at the south quarter corner of said Section 33; thence N 0°03'19" E, along the east line of the southwest quarter of said Section 33, a distance of 30.00 feet; thence N 89°19'03" W, along the north right-of-way line of that portion of East Belmont Avenue, formerly the Centerville and Fresno County Road as shown on said map of Nevada Colony, parallel with and 30.00 feet north of the south line of said southwest quarter, a distance of 70.00 feet to the west corner of that parcel of land previously dedicated for public road purposes by that deed recorded November 4, 1955, as Document No. 75806 in Book 3678 at Page 379, Official Records of Fresno County, said west corner being the TRUE POINT OF BEGINNING of this description; thence N 89°19'03" W, along said north right-of-way line, parallel with and 30.00 feet north of the south line of said southwest quarter, a distance of 105.00 feet to the west line of said certain parcel described in Document No. 2013-0009689; thence N 0°03'19" E, along said west line, parallel with the east line of said southwest quarter, a distance of 20.00 feet; thence S 89°19'03" E, parallel with and 50.00 feet north of the south line of said southwest quarter, a distance of 135.28 feet; thence N 45°22'08" E, a distance of 13.67 feet to the west right-of-way line of that portion of North Sunnyside Avenue previously dedicated by said Document No. 75806; thence S 0°03'19" W, along said west right-of-way line, parallel with and 30.00 feet west of the east line of said southwest quarter, a distance of 14.72 feet to the northerly right-of-way line of that portion of East Belmont Avenue previously dedicated by said Document No. 75806; thence S 70°03'04" W, along said northerly right-of-way line, a distance of 42.57 feet to the TRUE POINT OF BEGINNING.

Contains an area of 2,647 square feet, more or less.

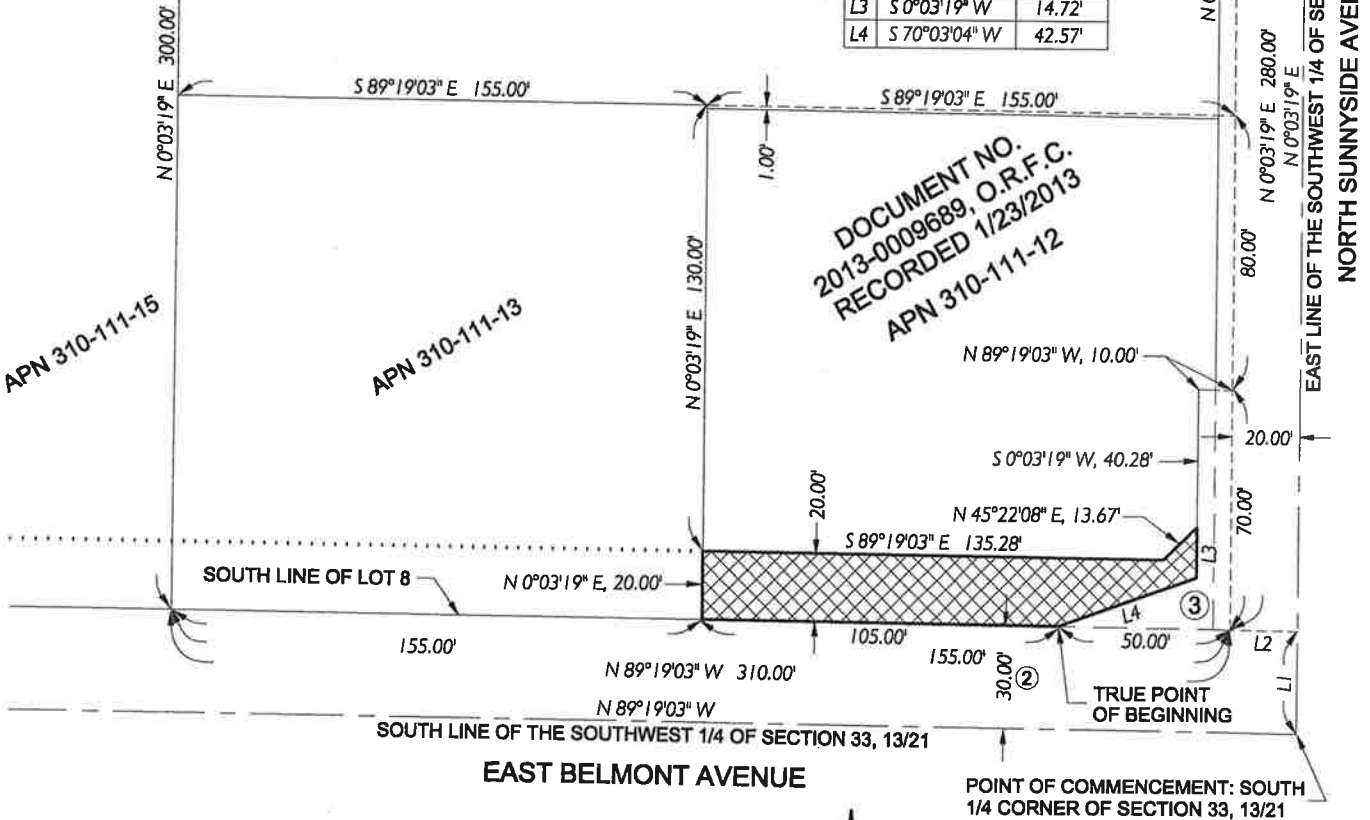


EXHIBIT "B"

S 89°19'03" E 310.00'

NEVADA COLONY
VOL. 2, PG. 7 OF PLATS, F.C.R.
BLOCK 3 IN SECTION 33, 13/21
LOT 8
APN 310-111-14

| LINE TABLE | |
|------------------|--------|
| BEARING | LENGTH |
| L1 N 0°03'19" E | 30.00' |
| L2 N 89°19'03" W | 20.00' |
| L3 S 0°03'19" W | 14.72' |
| L4 S 70°03'04" W | 42.57' |



- ① = PREVIOUSLY DEDICATED FOR PUBLIC HIGHWAY PURPOSES BY INDENTURE RECORDED 2/6/1879 IN BOOK "Q" OF DEEDS AT PAGE 414, O.R.F.C.
- ② = SHOWN ON THE MAP OF NEVADA COLONY, VOL. 2 OF PLATS AT PAGE 7, F.C.R., AS "CENTERVILLE AND FRESNO COUNTY ROAD 60 FT. WIDE", ASSUMED AS BEING CENTERED ON 1/4 SECTION LINE. ACCEPTED AND DECLARED AS PUBLIC HIGHWAY BY FRESNO COUNTY MINUTE ORDER RECORDED 2/7/1913 IN VOL. 29 OF MISCELLANEOUS AT PAGE 9, F.C.R.
- ③ = PREVIOUSLY DEDICATED AS A RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES BY DEED RECORDED 11/4/1955 AS DOCUMENT NO. 75806, IN BOOK 3678 AT PAGE 379, O.R.F.C.

 INDICATES AREAS TO BE DEDICATED
2,647 S.F. ±

NO SCALE



REF. & REV.

2015-113

PWF 11980

PLAT 2466

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. PW00754 ACTVITY ID MSP
FUND NO. 31641
ORG. NO. 189901

DR. BY A.J.
CH. BY J.A.C.
DATE DEC. 4, 2015
SCALE NO SCALE

SHEET NO. 1
OF 1 SHEETS

15-A-9205

6. The sale shall be completed through an escrow to be opened at Fidelity National Title Company, 7485 N. Palm Avenue, Suite 106, Fresno, CA 93711. Phone number is 559-431-8050. Escrow number is FFOM-2011504296-BW. Bernadette Watson is the escrow officer. 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 Paragraphs 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, except for: The City may require a partial subordination in order to obtain title insurance before close of escrow.

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 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. Sellers will 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 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.

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

9. It is understood and agreed that as a condition precedent hereto, this Agreement shall have no force and effect until approved or otherwise authorized 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.

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. 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.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

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 _____

RECOMMENDED FOR APPROVAL

SELLERS:

BY Cathy Rodriguez
Cathy Rodriguez
Senior Real Estate Agent
Date 8/19/16

BY: Johnny Lopez
Johnny Lopez
Date 8-19-16
Phone Number: _____

BY Craig Hansen
Craig L. Hansen
Supervising Real Estate Agent
Date 9/27/2016

CITY OF FRESNO

Address of Sellers:

Scott Mozier, Director
Department of Public Works
Date: _____

5795 E. Belmont Ave
Fresno, CA 93727

Address of City:
City of Fresno
Public Works Department
2600 Fresno Street, Room 4016
Fresno, CA 93721-3623

APPROVED AS TO FORM:

Douglas T. Sloan
City Attorney

By Tracy Parvavian
Deputy

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy
APN 310-111-12