

**AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY AND ESCROW INSTRUCTIONS**
**A portion of a City Street Right of Way located at Tuolumne
and Fulton Streets and Tuolumne Street and Van Ness Avenue
Fresno, CA**

This Agreement for Purchase and Sale of Real Property (this "Agreement") is entered into by and between HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA, a public body corporate and politic (the "Buyer") and the CITY OF FRESNO, a California municipal corporation (the "Seller" or "City") (collectively referred to as the "Parties").

RECITALS

- A. The City owns fee title to that certain real property located at the eastern intersection of Tuolumne Street and Fulton Street and at the southern intersection of Tuolumne Street and Van Ness Avenue (the "Subject Property"), more particularly described in Exhibit "A," Legal Description, and Exhibit "B," Plat Map, attached hereto and incorporated herein by reference.
- B. The Buyer has agreed to purchase the Subject Property in its current condition ("as-is") for the purpose of incorporating it into their development project.
- C. The City now wishes to sell the Subject Property to the Buyer and the Buyer now wishes to purchase the Subject Property on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, 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 comprised of two portions of City right of way situated on (1) the eastern intersection of Tuolumne Street and Fulton Street, being approximately 0.19-acre (8,413 square feet) in size including any easements, and (2) the southern intersection of Tuolumne Street and Van Ness Avenue, being approximately 0.45-acre (19,487 square feet) in size including any easements, in the City of Fresno, County of Fresno, State of California.
- 2. **Fee Title.** The Seller shall grant the Subject Property to the Buyer in fee, free and clear of all liens, encumbrances, and restrictions of record.
- 3. **Purchase Price.** The Buyer shall pay the Seller **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)** (the "Purchase Price") for the Subject Property.
- 4. **Effective Date.** The Effective date of this Agreement shall be upon its duly authorized execution by the City.
- 5. **Right to Sell.** The Seller represents and warrants that it holds fee title to the Subject Property, that such property is free of all liens and encumbrances, and that it has the authority to enter into this Agreement.

6. **Escrow Instructions.** The transaction of the sale shall be processed by the City through an internal escrow at 747 R Street, 2nd Floor, Fresno, CA 93721. The contact is Nancy Bruno (the "Escrow Holder") at (559) 621-8696. The Buyer and the City by their signature to this Agreement agree upon the following terms and joint escrow instructions:
- a. **Deposits.** The Buyer shall deposit the sums specified in Paragraph 3 of this Agreement as follows:
 - i. **Initial Deposit.** Within five days of the Effective Date, the Buyer shall deposit with Escrow Holder the sum of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) (the "Initial Deposit"), which shall be considered non-refundable except in the event of the Seller's breach upon expiration of the feasibility period (more particularly defined in Section b below). The Initial Deposit shall be applied to the Purchase Price at Close of Escrow (defined in Section e below).
 - ii. **Balance of Purchase Price.** The Buyer shall pay the balance of the Purchase Price, less the Initial Deposit to the Seller, in good funds through escrow, not later than the close of business on the day before the Close of Escrow. The Escrow Holder will forward to both the Buyer and the Seller copies of all signed and recorded documents deposited into escrow, with the recording and filing date and information endorsed thereon.
 - b. **Feasibility Period.** The Buyer shall have the right to examine the feasibility of the Subject Property for a period of 60 days after the Parties have executed this Agreement (the "Feasibility Period").
 - i. **Access.** The Buyer 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 the Buyer elects to have performed, upon reasonable notice to the Seller. The Buyer agrees to indemnify and hold the Seller free and harmless from any and all liability, loss, cost, damage, or expense that the Buyer may sustain or incur by reason of or in connection with such entry, studies, inspections, evaluations, tests, or surveys conducted by the Buyer during the Feasibility Period. The Buyer agrees not to conduct any removal of underground tanks prior to Close of Escrow.
 - ii. **Expiration of Feasibility Period.** If the Buyer has not given notice of termination and cancellation on or before the expiration of the Feasibility Period, the Initial Deposit shall be non-refundable and released and paid to the Seller by the Escrow Holder on the next business day immediately following the expiration of the Feasibility Period without need for further instructions, notice, or demand from either Party.

- iii. **Termination and Cancellation of Agreement.** If the Buyer, in its sole and absolute discretion, decides to terminate and cancel this Agreement by timely delivery of a termination and cancellation notice on or before expiration of the Feasibility Period, then the entire Initial Deposit, and any accrued interest thereon, shall be immediately refunded to the Buyer by the Escrow Holder without the need for further instruction, notice, or demand from either Party.
- c. **Financial Liabilities.** It is understood that the Seller shall be responsible for the payment of all taxes and costs allocable to the Subject Prior which accrue or become due and payable prior to the Close of Escrow. Buyer shall be responsible for the payment of all taxes and costs allocable to the Subject Property which accrue or become due and payable after the Close of Escrow.
- d. **Disbursement.** Disbursements 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.
- e. **Close of Escrow.** The close of escrow for the purchase and sale of the Subject Property shall occur upon the mutual written consent of Buyer and Seller but no later than 120 days from the approval of this Agreement by the City Council of the City of Fresno (the "Close of Escrow"). The following conditions of sale must be met prior to Close of Escrow:
 - i. No pending litigation against Subject Property and no notices of violation of law;
 - ii. The Buyer's approval of physical inspection of the Subject Property;
 - iii. Approval of this Agreement by the City Council of the City of Fresno prior to execution by City;
 - iv. Approval of this Agreement by the Board of Commissioners of the Housing Authority of the City of Fresno, California;
 - v. Escrow Holder is in possession of a good and sufficient grant deed, duly executed by Seller and a good and sufficient certificate of acceptance executed by Buyer.
- 7. **Possession.** Sole and exclusive possession of the Subject Property shall be delivered to the Buyer on the closing date, free of all claims from the Seller or any third persons under leases or otherwise.
- 8. **Condition and Inspection of Subject Property.** Notwithstanding any other provision of this Agreement to the contrary, the Seller has not expressly or impliedly made any representations, guaranties, promises, statements, assurances, or warranties of any kind concerning the Subject Property. The Seller has not conducted any investigation regarding the condition of the Subject Property, and the Subject Property is sold as-is, where-is, with all faults, and there is no warranty, express or implied, regarding the condition of the Subject Property. The Buyer hereby represents and warrants that the Buyer is relying solely upon, and as of the

expiration of the Feasibility Period will have conducted its own independent inspection, investigation, and analysis of the Subject Property as it deems necessary or appropriate in so acquiring the Subject Property from the Seller.

9. **[Reserved.]**

10. **Reverter Right.** The Parties acknowledge and agree that a material part of the consideration for the Seller agreeing to sell the Property on the terms and conditions set forth herein is that the Buyer will proceed to develop the Property and construct as part of a larger multipurpose affordable housing development that may include commercial/retail, associated residential uses or parking, part of which will include affordable housing units (the "Development"); provided, however, that the Reverter Right described below shall be the Seller's sole, exclusive recourse or remedy in the event the Buyer elects not to develop the Property for the stated purpose, and nothing in this Agreement shall be construed to require the Buyer to develop the Property in any particular way or at all, or allow the Seller to pursue any action for damages or specific performance in connection with the transactions contemplated by this Agreement. In order to ensure that the Seller and the citizens of Fresno receive the benefit of such development, the Seller shall have the right (the "Reverter Right") to require the Buyer to reconvey to the Seller the Property in accordance with the provisions of this paragraph. The Reverter Right shall be incorporated into the Grant Deed for the Property and the conveyance of the Property shall be specifically subject to the Reverter Right. The Reverter Right shall be subject to the following terms and conditions:

- a. Following the Closing, the Seller and the Buyer intend that the Buyer shall develop and construct the Development on the Subject Property. Construction of the Development to commence within 120 months of the transfer of title to the Buyer (the "Construction Commencement Deadline"), all development and construction activity relating thereto to be completed within 144 months of the transfer of title to the Buyer (the "Completion Deadline"), as evidenced by a Certificate of Occupancy or the issuance by the project architect of a Certificate of Substantial Completion. Notwithstanding the foregoing, the Construction Commencement Deadline and the Completion Deadline, respectively, shall be extended to the extent that the Buyer's failure to meet such deadlines is due to war, insurrection, strike, walk-out, riot, flood, earthquake, declared state of emergency, the discovery and remediation of hazardous waste or significant geologic, hydrologic, archaeologic or palaeontologic problems on the Property, fires, casualties, acts of God, shortages of labor or material, governmental restrictions, enactment of conflicting state or federal statutes or regulations, judicial decisions, litigation not commenced by a Party to this Agreement claiming the enforced delay, or any other basis for excused performance which is not within the reasonable control of the Buyer (each, a "Force Majeure Event"), provided that (i) the extension of time shall continue only so long as the buyer is working in good faith to eliminate or resolve such Force Majeure Event and undertaking such actions as may be reasonably

necessary for that purpose. Notice must be provided by the Buyer to the Seller within a reasonable time of the cause of any such delay.

- b. In the event that the Buyer:
 - i. Fails to commence construction of the Development on or before Construction Commencement Deadline; or
 - ii. Fails to complete development and construction of the Development on or before Completion Deadline, then in any such event, the Seller may exercise the Reverter Right by delivering written notice thereof to the Buyer in the manner set forth below. The Reverter Right will terminate if the Seller has not delivered written notice of its exercise thereof to the Buyer on or before the date that is twelve (12) years following the Closing Date.
 - iii. Desires to request an extension or extensions of time for the commencement or completion of construction for the intended Development or use, the Buyer shall provide a written request for extension of time to the Seller prior to expiration of the Construction Commencement Deadline or Completion Deadlines as may be the case. The Seller shall have the sole discretion to grant or deny the extension request.
- c. In the event that the Seller is entitled to and desires to exercise the Reverter Right, the Seller shall deliver to the Buyer a notice (the "Reverter Notice") stating the Seller's intent to exercise the Reverter Right. Upon receipt of a valid Reverter Notice, the Buyer shall proceed with reasonable diligence to reconvey the Property to the Seller for a purchase price of \$2,000.00, subject to the following terms and conditions:
 - i. The Buyer shall pay all costs of title, escrow, transfers taxes and any other similar charges in connection with such reconveyance.

11. **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 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; (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:

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

TO BUYER:

Housing Authority of the City of Fresno
Attn: Chief Executive Officer
1331 Fulton Mall
Fresno, CA 93721
Telephone: (559) 443-8400

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.

11. **Compliance Title VI.** The Parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.
12. **Non-Discrimination.** No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.
13. **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.
- 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 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 Buyer and the Seller.
- l. **Counterpart.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged by email or electronic facsimile and any

email or electronic facsimile exchange of a Party's signature shall be deemed to be an original signature for all purposes.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

HOUSING AUTHORITY OF THE CITY OF
FRESNO, CALIFORNIA, a public body
corporate and politic

By: _____
Georgeanne A. White
City Manager

By: Tyrone Roderick Williams 10.8.2025
Tyrone Roderick Williams Date
Chief Executive Officer

RECOMMENDED FOR APPROVAL:

By: Nancy Bruno 10.9.2025
Nancy Bruno Date
Right of Way Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Kelsey A. Seib 10/20/25
Kelsey A. Seib Date
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

Attachments:

1. Exhibit A - Legal Description
2. Exhibit B- Plat Map

EXHIBIT "A"

Sheet 1 of 2

LEGAL DESCRIPTION

Those portions of land granted to the City of Fresno per Grant Deeds recorded April 26, 1972 in Book 6016, Page 135 as Document Number 37305 and in Book 6016, Page 139 as Document Number 37306, Official Records of Fresno County, situated in Block 86 of the Town (now City) of Fresno, according to the map thereof recorded in Volume 1 of Plats at Page 2, Fresno County Records, described as follows:

Area 1

BEGINNING at the most Westerly corner of Lot 32 of said Block 86; thence along the Northwesterly line of said Lot 32, North 49°00'05" East, 149.94 feet to the most Northerly corner of said Lot 32; thence along the Northeasterly lines of Lots 32, 31, and the Southerly prolongation thereof, South 89°56'24" West, 91.69 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 204.00 feet and to which said beginning a radial line bears North 36°50'42" West; thence Southwesterly, 14.71 feet along said non-tangent curve through a central angle of 4°07'54"; thence South 48°00'05" West, 135.23 feet to the Southwesterly line of Lot 30; thence along the Southwesterly lines of Lots 32, 31, and Southerly prolongation thereof, North 40°59'09" West, 56.06 feet to the point of **BEGINNING**.

Containing an area of 8,413 square feet more or less

Area 2

BEGINNING at the most Northerly corner of Lot 1 of said Block 86; thence along the Northeasterly lines of Lots 1 through 8 and the Southerly prolongation thereof, South 40°57'53" East, 203.41 feet to the beginning of a non-tangent curve concave to the Southwest having a radius of 70.00 feet and to which said beginning a radial line bears North 49°02'07" East, thence Northwesterly, 59.83 feet along said non-tangent curve through a central angle of 48°58'30"; thence North 89°56'24" West, 91.69 feet to the beginning of a tangent curve concave to the Southeast having a radius of 30.00 feet; thence Westerly and Southwesterly, 68.61 feet along said tangent curve through a central angle of 131°02'08" to a point on a line parallel with and being 7.00 feet Northerly of the Southwesterly lines of Lots 16 through 6 and the Northerly prolongation thereof of said Block 86; thence South 40°58'31" East along said parallel line, 286.99 feet to the Southeasterly line of Lot 16 of said Block 86; thence South 49°00'18" West along said Southeasterly line of Lot 16, 7.00 feet to the Most Southerly corner of said Lot 16; thence North 40°58'31" West along the Southwesterly lines of Lots 16 through 4 and the Northerly prolongation thereof, 332.04 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 58.00 feet and to which said beginning a radial line bears North 81°54'29" West; thence Northeasterly, 6.61 feet along said non-tangent curve through a central angle of 6°31'46"; thence North 11°12'31" West, 0.79 feet; thence South 76°34'55" West, 6.34

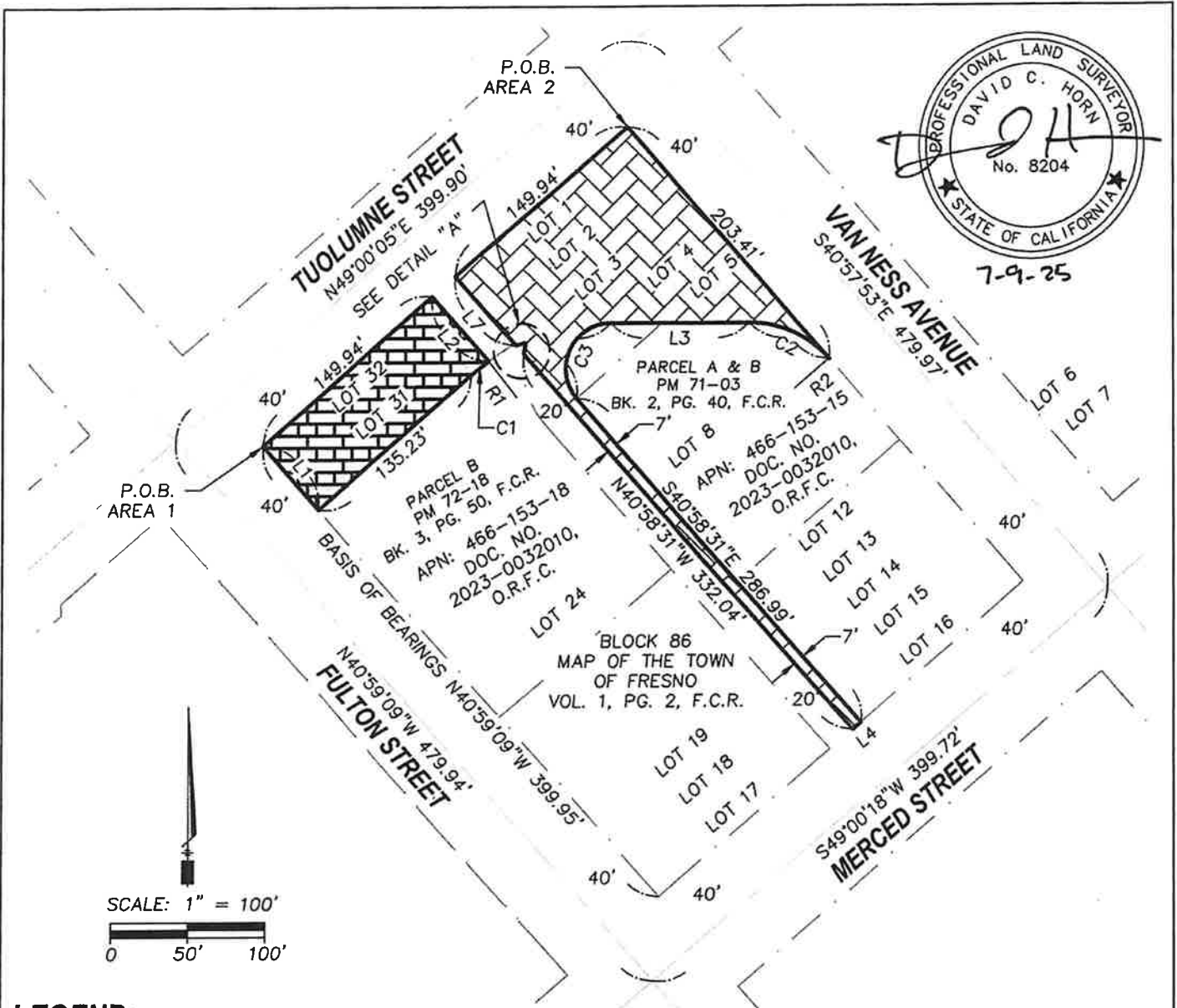
EXHIBIT "A"

Sheet 2 of 2

feet to the Southwesterly line of Lot 3 of said Block 86; thence North $40^{\circ}58'31''$ West along the Southwesterly lines of Lots 1, 2, and Southerly prolongation thereof, 60.26 feet to the Most Westerly corner of said Lot 1; thence North $49^{\circ}00'05''$ East along the Northwesternly line of said Lot 1, 149.94 feet to the point of **BEGINNING**.

Containing an area of 19,487 square feet more or less.





LEGEND:



AREA PREVIOUSLY GRANTED TO THE CITY OF FRESNO PER BOOK 6016, PAGE 135 OF DEEDS TO BE VACATED TO THE FRESNO CITY HOUSING AUTHORITY. AREA 1 = 8,413± S.F.



AREA PREVIOUSLY GRANTED TO THE CITY OF FRESNO PER BOOK 6016, PAGE 139 OF DEEDS TO BE VACATED TO THE FRESNO CITY HOUSING AUTHORITY. AREA 2 = 19,487± S.F.

- — — — — EXISTING CENTER LINE
- · — · — EXISTING RIGHT-OF-WAY/PROPERTY LINE
- F.C.R. FRESNO COUNTY RECORDS
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- P.O.B. POINT OF BEGINNING

BASIS OF BEARINGS:

THE GEODETIC OBSERVATION OF THE SOUTHWEST LINE OF THE LOTS 17 THROUGH 32 IN BLOCK 86 OF THE MAP OF THE TOWN OF FRESNO, RECORDED IN VOL. 1 OF PLATS AT PAGE 2 FRESNO COUNTY RECORDS AND LOCATED IN SECTION 4, TOWNSHIP 14 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN. TAKEN TO BE NORTH 40°59'09" WEST.

CITY OF FRESNO

DEPARTMENT OF PUBLIC WORKS AND PLANNING



**Yamabe & Horn
Engineering, Inc.**
CIVIL ENGINEERS • LAND SURVEYORS
2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL: (559) 244-3123 WEBSITE: YANDHENG.COM

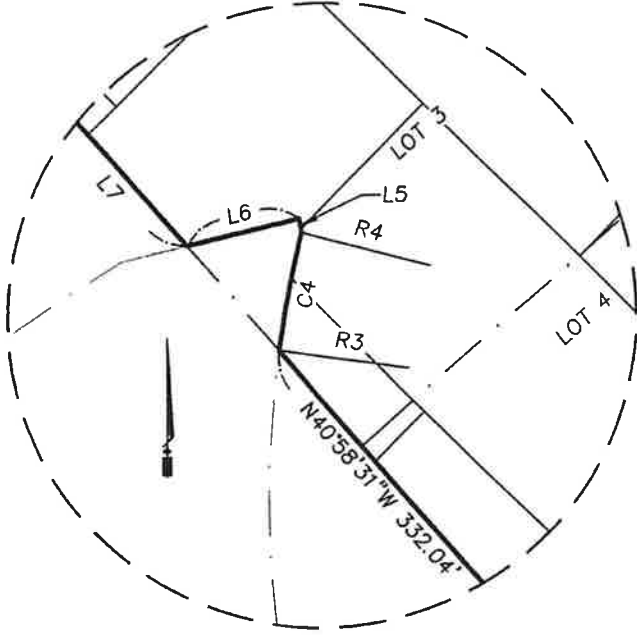
EXHIBIT "B"

PUBLIC STREET RIGHT-OF-WAY TO BE VACATED AND GRANTED TO THE FRESNO CITY HOUSING AUTHORITY

Dr. By: JA YH Job No. 22-339
Ch. By: RW F.B. No.
Date: 12/15/2023 Sheet No. 1
Scale: As Noted of 2 Sheets



7-25



"A"

DETAIL

1" = 10'

RADIAL TABLE	
RADIAL LINE	DIRECTION
R1	N36°50'42"W
R2	N49°02'07"E
R3	N81°54'29"W
R4	N75°22'43"W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N40°59'09"W	56.06'
L2	S40°58'31"E	56.65'
L3	N89°56'24"W	91.69'
L4	S49°00'18"W	7.00'
L5	N11°12'31"W	0.79'
L6	S76°34'55"W	6.34'
L7	N40°58'31"W	60.26'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	204.00'	4°07'54"	14.71'
C2	70.00'	48°58'30"	59.83'
C3	30.00'	131°02'08"	68.61'
C4	58.00'	6°31'46"	6.61'

CITY OF FRESNO

DEPARTMENT OF PUBLIC WORKS AND PLANNING



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Engineering, Inc.

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL: (559) 244-3123 WEBSITE: YANDHENG.COM

EXHIBIT "B"

PUBLIC STREET RIGHT-OF-WAY TO BE
VACATED AND GRANTED TO THE FRESNO
CITY HOUSING AUTHORITY

Dr. By: JA
Ch. By: RW
Date: 12/15/2023
Scale: As Noted

YH Job No. 22-339
F.B. No.
Sheet No. 2
of 2 Sheets