

AGREEMENT FOR TRANSFER OF REAL PROPERTY

This Transfer Agreement is entered into as of the _____ day of _____, 2016, by the CITY OF FRESNO, a municipal corporation, hereinafter called the "City" and HABITAT FOR HUMANITY FRESNO, INC., a California nonprofit corporation, hereinafter called the "Transferor." Transferor hereby agrees to transfer to the City the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement is situated in the City of Fresno, County of Fresno, State of California, and may hereinafter for convenience be referred to as the "Subject Property," with Assessor's Parcel Number 329-162-18, and which is more particularly described as all of:

East 150.50 feet of the West 1206 of the South 120 feet of Lot 96 of Central California Colony, in the City of Fresno, County of Fresno, State of California, as shown on map filed in Book 2, Page 1 of Maps, in the office of the County Recorder of said County.

And as shown on that Record of Survey Map recorded in Book 50, page 63 of Surveys

2. The Subject Property shall be transferred to the City at no cost to the City, as provided herein. Transferor agrees to execute a deed in the form attached hereto as Exhibit A.

3. Transferor represents and warrants it has the authority to make the offer herein made, and it holds fee title to said real property and can convey the subject property free and clear of all liens, encumbrances, and restrictions of record.

4. It is understood Transferor shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property and will indemnify City for any claims and liens against the Subject Property that may accrue prior to the transfer of title. It is further Transferor's responsibility to apply to the County Tax Collector for any refund or decrease in taxes which may be granted.

5. Recording fees and documentary transfer fees for the Grant Deed (if any), shall be paid by the City. Transferor will pay any cost to convey the title to the Subject Property in the condition described in Paragraph 5, above. Following recording of the Grant Deed by the City, the City shall provide Transferor with a recorder stamped copy of the Grant Deed.

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 County, 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 this Agreement in its final form is the result of the combined efforts of the parties and, 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. 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.

g. 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.

h. 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.

i. Extent of Agreement. Each party acknowledges 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 Transferor.

j. Additional Actions. The parties will execute such other and further documents, and will take any other steps, necessary, helpful, or appropriate to carry out the provisions of this Agreement.

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

9. It is understood and agreed 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 shall be treated as an offer from Transferor to City that is to remain open for one hundred and twenty (120 days) from the date hereof, and upon its duly authorized execution within said time by the City, this Agreement shall become a contract for the transfer of Subject Property binding upon Transferor and City, their heirs, executors, administrators, successors in interest, and assigns.

The parties have entered into this Agreement as of the day and the year set forth in the opening paragraph of this Agreement.

CITY OF FRESNO

HABITAT FOR HUMANITY
FRESNO, INC., a California nonprofit
corporation

By _____
Bruce Rudd, City Manager

By _____

Date _____

Date _____

By _____

Date _____

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

By _____
Katie Doerr
Chief Assistant City Attorney

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy

KBD:ns [70400ns/kbd]

Exhibit A
Grant Deed