

**AGREEMENT FOR PURCHASE AND SALE OF A STREET EASEMENT
AND ESCROW INSTRUCTIONS**

**Veterans Blvd Interchange Project
City Project No.: PW 00669
APN 505-080-22S**

John Robert Lawson and The Jonathan Smith Lawson 2503(C) Trust dated May 13, 1997, hereinafter called the "Seller(s)," 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 real property which is the subject of this Agreement are situated in the City of Fresno, County of Fresno, State of California and may hereinafter for convenience be referred to as the "subject property," being an street easement approximately 37, 270 square feet in size of unencumbered and encumbered street easement and is located on 5829 North Golden State Boulevard also known as Assessor's Parcel Numbers 505-080-22s and which is more particularly described as:

Exhibits "A" and "B" relative to a permanent street easement and by reference made a part of hereof.

2. The total purchase price for the subject property, including any cost to cure damages as detailed in the attached Appraisal Summary Statement dated December 22, 2015 shall be the sum of ONE HUNDRED FIFTY NINE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$159,800) as just compensation for this property.

3. Seller(s) acknowledge that the City has the power to acquire the subject property 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 Seller(s) 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. Seller(s) waive all other defenses in said proceeding.

4. It is understood and agreed by and between the parties hereto that the easement described on Exhibit "A" and depicted on Exhibit "B", are permanent easements and right of way for public street purposes.

5. 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 properties by the City, including the right to remove and dispose of improvements within the permanent street easements, shall commence on July 31, 2016, or close of escrows controlling these 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.

6. Seller represents and warrants that it has the authority to make the offer herein made, and that it holds fee title to said easement and can convey the subject property free and clear of all liens, encumbrances, and restrictions of record except for the title exceptions noted in 7.b below.

7. The sale shall be completed through an escrow to be opened at Fidelity National Title Company, 7475 North Palm Avenue, Suite 106, Fresno, California 93711 under Escrow Number FFOM-2011503823-BW. Said escrow shall be opened upon the following terms and conditions, and the Seller 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 therefor.

b. Payment of said sums, less Seller's cost to clear title, if any, may be made to Seller only when escrow holder possesses and is in a position to deliver to the City a fully executed and acknowledged and recorded easement 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: Items 1, 2, 3, 4, 5, 6, 7,8, 9, 10, 11, 12,13, 14, 15, 16, 17, 18, 19, 20 & 21 contained in the Preliminary Title Report No. FFOM-2011503823-BW dated September 1, 2015 from Fidelity National Title Company.

c. It is understood that Seller 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 b 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. Seller will pay any cost to convey the title to the subject property in the condition described in 7.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.

8. 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.

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

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.

11. 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 Sellers and City, their heirs, executors, administrators, successors in interest, and assigns

12. It is understood that the subject property contains a ponding basin which is currently used by Seller for drainage purposes; the ponding basin will ultimately become unavailable for Seller's use due to the State of California's construction of the SR 99 interchange and the City's construction of Veterans Boulevard Phase 2 projects (collectively, "City's Project"). As such, City and Seller agree as follows:

- Seller shall remain responsible for its obligations related to drainage from its property.
- Seller may continue to use the ponding basin at no charge until City provides Seller with a Notice of Commencement of City's Project; City shall provide such notice as soon as possible, and at least 9 months prior to commencement of City's Project.
- Seller shall relocate its ponding basin within 6 months of the Notice of Commencement of City's Project.
 - Seller shall be responsible for construction of the relocated ponding basin by a licensed contractor via a competitively bid process involving multiple bids.
 - Seller shall first attempt to relocate the ponding basin on its own property; if Seller is unable to do so, Seller and City shall work together to identify alternate adjacent City-owned property on which to relocate the ponding basin. Seller shall pay City the same price per square foot for such City property as City paid Seller hereunder for Seller's existing ponding basin.
- City agrees to pay for the reasonable cost of relocating the ponding basin (excluding costs associated with property acquisition, if any) based upon the lowest cost from qualified multiple bids by licensed contractors.
-
- Notwithstanding the aforementioned, should High Speed Rail provide a storm drainage system within the soon-to-be relocated Golden State Boulevard prior to relocation of the ponding basin, Seller shall be responsible for connecting to such system as soon as is reasonably possible and City shall be relieved of any responsibility related to relocation of the ponding basin.
- Seller and City shall work together in good faith to address any concerns regarding this agreement presented by either Party.

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

BY: _____
J. A. "Pete" Caldwell
Senior Real Estate Agent

Date _____

SELLER(S): John Robert Lawson


John Robert Lawson

Date 4-19-16

The Jonathan Smith Lawson 2503(C)
Trust dated May 13, 1997


John Robert Lawson, Trustee

Date 4-19-16

Mailing Address of Seller:
P. O. Box 9899
Fresno, CA 93794

CITY OF FRESNO

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

Date _____

Address of City:
City of Fresno
Public Works Department
2600 Fresno Street, Room 4019
Fresno, CA 93721-3623

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

BY: 
RAT SINGH Deputy

Date May 5, 2016

ATTEST:
YVONNE SPENCE, CMC
City Clerk

BY: _____
Deputy

Date _____

ORIGINAL

EXHIBIT "A"
(Sheet 1 of 2)

APN 505-080-22S (portion)
GRANT DEED

Being a portion of that parcel as described in the Partnership Grant Deed from G & J Pistaschio Trucking, a partnership, to John Robert Lawson, a married man as his sole and separate property and John Robert Lawson as trustee of the Jonathan Smith Lawson 2503(C) Trust dated May 13, 1997 as tenants in common, recorded June 5, 1997 as Document No. 97071903, Official Records Fresno County, said parcel being Parcel 2 of Parcel Map No. 4876, filed in Book 30 of Parcel Maps at Page 85, Fresno County Records, said portion being more particularly described as follows:

Beginning at the South Corner of said Parcel 2; thence along the Southwesterly Line of said Parcel 2, also being the northeasterly Right-of-Way Line of State Route 99, as described in the Individual Grant Deed recorded September 8, 1958 in Book 4109 at Pages 539 through 542, Official Records Fresno County, North $44^{\circ}45'19''$ West, 398.83 feet to the West Corner of said Parcel 2; thence along Northwesterly Line of said Parcel 2, North $40^{\circ}33'29''$ East, 168.83 feet to the beginning of a non-tangent curve concave easterly, to which a radial line bears South $74^{\circ}52'27''$ West; thence departing the Northwesterly Line of said Parcel 2, southeasterly along said non-tangent curve having a radius of 855.00 feet, a central angle of $24^{\circ}18'22''$, an arc length of 362.71 feet; thence South $39^{\circ}25'55''$ East, 65.09 feet to the Southeast Line of said Parcel 2; thence along the Southeast Line of said Parcel 2, South $40^{\circ}33'29''$ West, 54.30 feet to the **Point of Beginning**.

Contains 37,270 square feet of land, more or less.

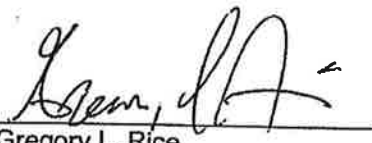
Veterans Blvd.
2015-039
15-A-9138
PW File 11738

EXHIBIT "A"
(Sheet 2 of 2)

APN 505-080-22S (portion)
GRANT DEED

The bearings and distances described herein above, are based on the California Coordinate System of 1983 (1991.35), Zone 4, as shown on the Record of Survey filed in Book 58, at Page 8, Fresno County Records. Multiply by 1.000063 to obtain ground distances.

This real property description has been prepared by me, or under my direction in conformance with the Professional Land Surveyors Act.


Gregory L. Rice
Licensed Land Surveyor
California No. 8201



10/15/15
Date

Veterans Blvd.
2015-039
15-A-9138
PW File 11738

EXHIBIT "B"

PARCEL 1

PARCEL MAP NO. 4876

30 P. M. 85, F. C. R.

0 1" = 60' 60'

AREA: 37,270 S.F.±

NORTHEASTERLY
RIGHT OF WAY
LINE OF STATE
HIGHWAY 99 PER
BK. 4109, PG. 539,
O.R.F.C. and
THE SWERLY LINE
OF PARCEL 2

STATE ROUTE 99

LEGEND

O.R.F.C. = Official Records Fresno County
APN = Assessor's Parcel Number
F.C.R. = Fresno County Records
— = Existing Parcel Line
▨ = Road Fee Area

APN No.
504-080-225

DOC No.
97071903
O.R.F.C.

PARCEL 2

PARCEL MAP NO. 4876

30 P. M. 85, F. C. R.

LINE TABLE

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| L1 | S39°25'55"E | 65.09' |
| L2 | S40°33'29"W | 54.30' |

THE BEARINGS AND DISTANCES SHOWN HEREIN
ARE BASED ON THE CALIFORNIA COORDINATE
SYSTEM OF 1983 (1991.35), ZONE 4, AS
SHOWN ON THE RECORD OF SURVEY FILED IN
BOOK 58, AT PAGE 8, FRESNO COUNTY
RECORDS. MULTIPLY BY 1.000063 TO OBTAIN
GROUND DISTANCES.



Point of
Beginning



MARK THOMAS & COMPANY, INC.
Providing Engineering, Surveying, and Planning Services
7571 N Remington Ave, Suite 102
Fresno, CA 93711
(559) 447-1938

REF. & REV.
VETERANS BLVD.
2015-039
PLAT 1543
PWF 11738

CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PARCEL TO BE GRANTED TO THE
CITY OF FRESNO

PROJ ID. PWD0829
FUND ID. 22504
ORG. NO. 189901
DR. BY M.J.P.
CH. BY G.L.R.
DATE 08/01/15
SCALE AS SHOWN

SHEET NO. 1
OF 1 SHEETS
15-A-9138

V:\FRESNO - FN-12110 - VETERANS PS&E\CADD\SURVEY\LEGAL EXHIBITS\ROBERT LAWSON - 505-080-225.DWG