## AGREEMENT FOR PURCHASE AND SALE OF PROPERTY AND ESCROW INSTRUCTIONS

Veterans Boulevard Over-Crossing Project APN 505-080-29S Campos Family Trust City Project Number PW00669

SURVIVOR'S TRUST UNDER THE FERMIN AND VERONICA CAMPOS FAMILY TRUST AS AMENDED AND RESTATED IN 2008, AS TO AN UNDIVIDED (1\2) INTEREST AND NON-EXEMPT QTIP TRUST UNDER THE FERMIN AND VERONICA CAMPOS FAMILY TRUST AS AMENDED AND RESTATED IN 2008, AS TO AN UNDIVIDED (1\2) INTEREST hereinafter called the "Sellers," 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 easements on the following terms and conditions:

1. All that real property which is the subject of this Agreement, and which is hereinafter for convenience referred to as the "Subject Properties," are fee simple title properties in (Exhibits "A" & "B") and easement property (Exhibit "C") for a total street easement of approximately 1,003,553 square feet and are contained within Assessor's Parcel Number APN 505-080-29s which is situated in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

See Exhibits "A", "B", & "C" which are attached and incorporated herein

- 2. The purchase price for the subject properties shall be the sum of TWO MILLION SIX HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$2,637,500.00) as just compensation therefor,
- 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

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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 the Sellers that notwithstanding other provisions in 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 Subject Properties shall commence on May 31, 2017 or the 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 possession and use, including damages, if any, from said date.
- 5. Sellers represent and warrant that they have the authority to make the offer herein made, and that they hold fee title to said real property and can convey the Subject Properties free and clear of all liens, encumbrances, and restrictions of record except for the title exceptions noted in 6.b below.
- 6. The sale shall be completed through an escrow to be opened at Fidelity National Title Company, 7485 North Palm Avenue, Suite 106, Fresno, California 93711 ("Escrow Holder"), under Escrow Number FFOM-2011503820. 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 Paragraph 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 Sellers' 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 Properties and when said Escrow Holder stands ready to issue to the City a standard title insurance policy guaranteeing 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 and 18 of the Preliminary Title Report No. FFOM-2011503820 dated August 28, 2015 from Fidelity National Title Company.
  - c. It is understood that Sellers shall be responsible if applicable for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Properties at the close of escrow. It is further Sellers'



- responsibility to apply to the County Tax Collector for any refund or decrease in taxes which maybe 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 Properties 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:

- Maiver. 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. <u>Headings</u>. 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. <u>Severability</u>. 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. <u>Interpretation</u>. 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. <u>Precedence of Documents</u>. 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. <u>Cumulative Remedies</u>. 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. <u>Exhibits and Attachments</u>. 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. Environmental Indemnity Sellers shall indemnify, hold harmless, and defend the City, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Sellers, City, 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.
- 10. 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.



11. RIGHT TO ENTER, the Sellers hereby grant permission to the City, or its agents, employees, and contractors, the right to enter as necessary onto the Sellers' property described in section one (1) above for the purposes of removing fig trees from subject property. This permission is granted in consideration that the City will be responsible to pay for and complete the removal of the fig trees prior to the close of escrow or May 31, 2017.

SIGNATURE PAGE TO FOLLOW



### Signature Page

This Agreement is executed by the City of F Works Director or his designee of the City of the Council of the City of Fresno on	of Fresno pursuant to authority granted by
City of Fresno	SELLERS:
RECOMMENDED FOR APPROVAL:  BY:  J. A Pete Caldwell  Senior Real Estate Agent  Date:	Fermin M. Campos as Trustee of the Survivor's Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008 as to an undivided one-half (1\2) interest;  By:  Fermin M. Campos, Trustee
CITY OF FRESNO  By: Andrew J. Benelli Assistant Director, Department of Public Works	Fermin M. Campos as Trustee of the Non-Exempt QTIP Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008 as to an undivided one-half (1\2) interest;  By:  By:  Fermin M. Campos, Trustee
Address of City: City of Fresno Department of Public Works 2600 Fresno Street, Room 4019 Fresno, CA 93721-3623	Address of Sellers: 4726 West Jacquelyn Avenue Fresno, CA 93722  APPROVED AS TO FORM: DOUGLAS T. SLOAN City Attorney  By  Deputy
ATTEST: YVONNE SPENCE, CMC City Clerk	Doputy
By Deputy	

EXHIBIT "A" (Sheet 1 of 3)

Parcel 1:

APN 505-080-29S (portion) Grant Deed

Being a portion of that parcel as described and designated as "Parcel 2A" in the Grant Deed recorded December 19, 2016 as Document No. 2016-0173550, Official Records of Fresno County to FERMIN M. CAMPOS as Trustee of the Survivor's Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008, as to an undivided one-half (1/2) interest and FERMIN M. CAMPOS as Trustee of the Non-Exempt QTIP Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008 as to an undivided one-half (1/2) interest, said parcel being a portion of Lots 38, 39, 40, and 41 of Herndon Lands Subdivision No. 1, filed in Volume 7, of Plats, at Page 23, Fresno County Records, said portion being more particularly described as follows:

Beginning at the point of intersection of the North Line of said Lot 40, with the southwesterly 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; thence along said southwesterly Right-of-Way Line, South 44°45'19" East, 1807.41 feet to the South Line of said Lot 38; thence along said South Line, South 89°52'14" West, 81.02 feet; thence departing said South Line, North 50°15'35" West, 255.40 feet to the beginning of a tangent curve concave southwesterly; thence northwesterly along said curve having a radius of 500.00 feet, a central angle of 28°58'52", an arc length of 252.91 feet; thence North 79°14'27" West, 349.71 feet to the beginning of a tangent curve concave southeasterly; thence northwesterly along said tangent curve having a radius of 30.00 feet, a central angle of 65°43'33", an arc length of 34.41 feet; thence South 35°02'00" West, 105.08 feet; thence North 64°57'55" West, 254.92 feet to the beginning of a non-tangent curve concave southwesterly, to which a radial line bears South 82°41'38" East; thence northerly along said non-tangent curve having a radius of 135.00 feet, a central angle of 72°47'44", an arc length of 171.52 feet; thence North 65°29'22" West, 83.62 feet to the beginning of a non-tangent curve concave concave northeasterly, to which a radial line bears South 25°22'29" West; thence northwesterly along

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# EXHIBIT "A" (Sheet 2 of 3)

said non-tangent curve having a radius of 456.14 feet, a central angle of 65°03'49", an arc length of 517.98 feet; thence non-tangent to last said curve, North 02°47'19" East, 94.58 feet; thence North 06°42'00" West, 188.38 feet; thence North 13°00'46" West, 50.79 feet to a line parallel with and 17.00 feet south of the North Line of said Lot 41; thence along said parallel line, South 89°55'50" West, 75.77 feet to the East Line of the west 162.00 feet of the Northeast Quarter of Section 9, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, also being the East Line of the parcel of land described in the Grant Deed from Land Development Strategies Inc. to the City of Fresno, a municipal corporation, recorded October 3, 1995 as Document No. 95126645, Official Records Fresno County; thence along said East Line, North 00°06'02" East, 17.00 feet to the North Line of said Lot 40; thence along the North Line of said Lots 41 and 40, North 89°55'50" East, 415.37 feet to the **Point of Beginning.** 

Contains 714,673 square feet of land, more or less.

#### Parcel 2:

APN 505-080-29S (portion) GRANT DEED

Being a portion of that parcel as described and designated as "Parcel 2A" in the Grant Deed recorded December 19, 2016 as Document No. 2016-0173550, Official Records of Fresno County to FERMIN M. CAMPOS as Trustee of the Survivor's Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008, as to an undivided one-half (1/2) interest and FERMIN M. CAMPOS as Trustee of the Non-Exempt QTIP Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008 as to an undivided one-half (1/2) interest, said parcel being a portion of Lots 38, 39, 40, and 41 of Herndon Lands Subdivision No. 1, filed in Volume 7 of Plats at Page 23, Fresno County Records, said portion being more particularly described as follows:

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Commencing at the Southwest Corner of said Lot 41, thence along the South Line of said Lots 41 and 40, North 89°52'14" East, 770.46 feet to the **Point of Beginning**.

Thence, departing said South Line, North 25°05'18" East, 254.83 feet; thence North 35°02'00" East, 10.27 feet; thence continuing North 35°02'00" East, 105.08 feet to the beginning of a tangent curve concave southeasterly; thence northeasterly along said tangent curve having a radius of 30.00 feet, a central angle 65°43'33", an arc length of 34.41 feet; thence South 79°14'27" East, 349.71 feet; thence South 00°11'11" East, 270.97 feet to the South Line of said Lot 39; thence along the South Line of said Lots 39 and 40, South 89°52'14" West, 548.88 feet to the **Point of Beginning**;

Contains 145,495 square feet of land, more or less.

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

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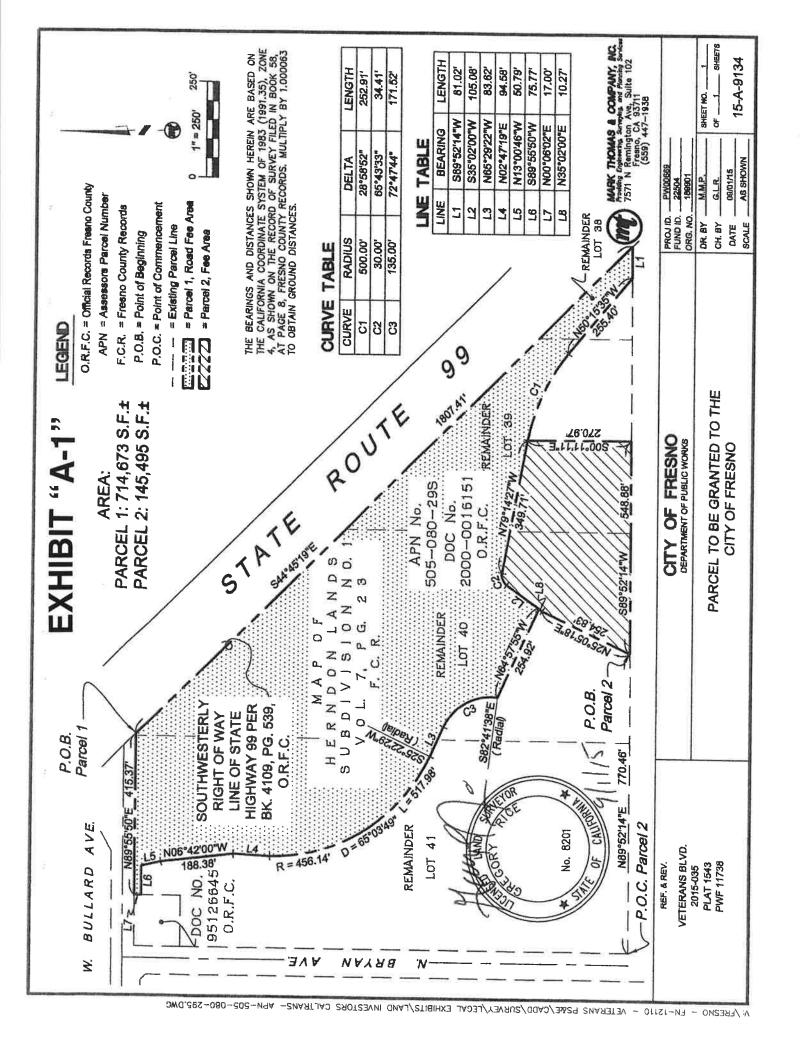


EXHIBIT "B"

(Sheet 1 of 2)

APN 505-080-29S (portion) GRANT DEED

Being a portion of that parcel as described and designated as "Parcel 2A" in the Grant Deed from FERMIN M. CAMPOS as Trustee of the Survivor's Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008, as to an undivided one-half (1/2) interest and FERMIN M. CAMPOS as Trustee of the Non-Exempt QTIP Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008 as to an undivided one-half (1/2) interest, per the Grant Deed recorded December 19, 2016 as Document No. 2016-0173550, Official Records of Fresno County, said parcel being a portion of Lots 38, 39, 40, and 41 of Herndon Lands Subdivision No. 1, filed in Volume 7 of Plats at Page 23, Fresno County Records, said portion being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 41, thence along the South Line of said Lots 39, 40, and 41, North 89°52'14" East, 1319.34 feet to the **Point of Beginning**.

Thence, departing said South Line, North 00°11'11" West, 270.97 feet to the beginning of a non-tangent curve concave southwesterly, to which a radial line bears North 10°45'33" East; thence southeasterly along said non-tangent curve having a radius of 500.00 feet, a central angle of 28°58'52", an arc length of 252.91 feet; thence South 50°15'35" East, 255.40 feet to the South Line of said Lot 38; thence along the South Line of said Lots 38 and 39, South 89°52'14" West, 421.82 feet to the **Point of Beginning**;

Contains 67,807 square feet of land, more or less.

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## **EXHIBIT "B"**

(Sheet 2 of 2)

APN 505-080-29S (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

No. 8201

9/1/15 Date

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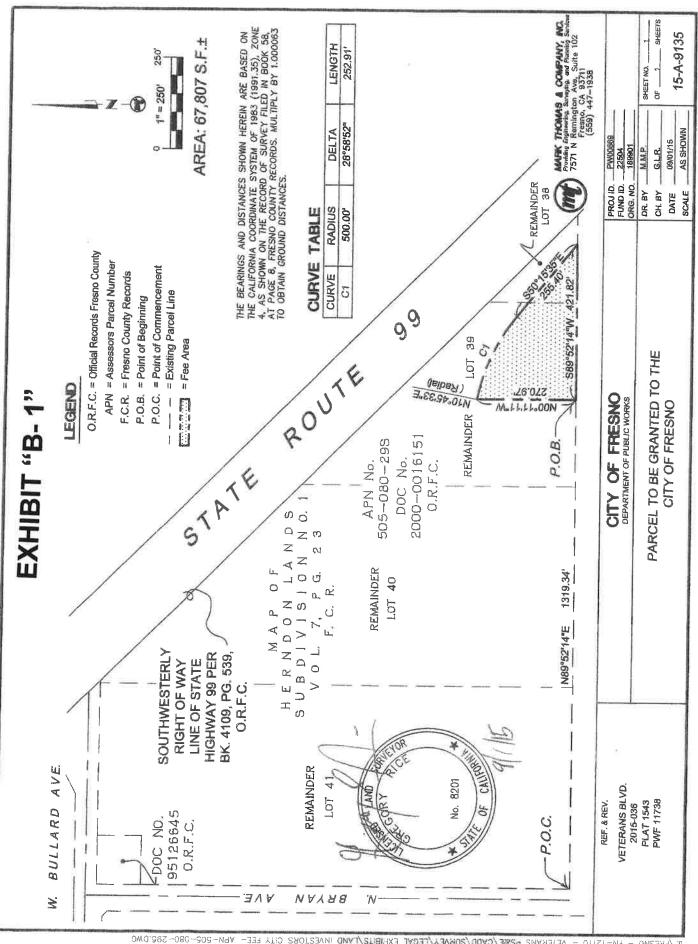


EXHIBIT "C"
(Sheet 1 of 2)

APN 505-080-29S (portion) STREET EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, FERMIN M. CAMPOS as Trustee of the Survivor's Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008, as to an undivided one-half (1/2) interest and FERMIN M. CAMPOS as Trustee of the Non-Exempt QTIP Trust under the Fermin and Veronica Campos Family Trust as Amended and Restated in 2008 as to an undivided one-half (1/2) interest, per the Grant Deed recorded December 19, 2016 as Document No. 2016-0173550, Official Records of Fresno County, said parcel being a portion of Lots 38, 39, 40, and 41 of Herndon Lands Subdivision No. 1, filed in Volume 7 of Plats at Page 23, Fresno County Records, said portion being more particularly described as follows:

Commencing at the Southwest Corner of said Lot 41, thence along the South Line of said Lot 41, North 89°52'14" East, 524.61 feet to the **Point of Beginning**.

Thence, departing said South Line, North 20°55'14" East, 338.94 feet to the beginning of a tangent curve concave northwesterly; thence northeasterly along said tangent curve having a radius of 135.00 feet, a central angle 13°36'52", an arc length of 32.08 feet; thence non-tangent to said curve, South 64°57'55" East, 254.92 feet; thence South 35°02'00" West, 10.27 feet; thence South 25°05'18" West, 254.83 feet to the South Line of said Lot 40; thence along the South Line of said Lots 40 and 41, South 89°52'14" West, 245.85 feet to the **Point of Beginning**;

Contains 75,578 square feet of land, more or less.

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### **EXHIBIT "C"**

(Sheet 2 of 2)

APN 505-080-29S (portion) STREET EASEMENT

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

No. 8201 AT CAUCOMING

Date

Veterans Blvd. 2015-037 15-A-9136 PW File 11738

