

**AGREEMENT FOR PURCHASE AND SALE OF A PERMANENT STREET  
EASEMENT AND ESCROW INSTRUCTIONS  
APN 481-020-47**

**PEACH AVENUE WIDENING PROJECT  
City Project No.: PW00534**

This Agreement for a Permanent Street Easement (Agreement) is entered into by and between ROSE AVEDISIAN, MARTIN DEDEKIAN, DARLENE JARVIS, ROBERT OHANESIAN, STEPHEN OHANESIAN AND CHARLENE SHUTTERA (Owner), without regard to number or gender, and the CITY OF FRESNO, a municipal corporation (City) for a permanent street easement and right of way for public street purposes on the following terms and conditions.

1. The real property which is the subject of this Agreement, hereinafter "Subject Property", is a Permanent Street Easement to facilitate the Peach Avenue Widening Project (Project), situated in the City of Fresno, County of Fresno, State of California, being approximately 24,674 square feet (0.57 acres) in size, within Assessor's Parcel Number 481-020-47, 2122 S. Peach Avenue, Fresno, as described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference.
2. Owner agrees to grant to the City a permanent street easement and right of way, (Easement) for public street purposes over, under, through, and across the Subject Property, free and clear of all liens, encumbrances, and restrictions of record.
3. City shall pay just compensation of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) for the Easement, including cost to cure damages, benefits and/or severance damages to the remainder, if any, as indicated on Exhibit "C", attached hereto and incorporated herein by reference, for the Subject Property.
4. Removal of the existing fencing within the Subject Property will be done after close of escrow by City, at City's expense.
5. The Effective date of this Agreement shall be upon its duly authorized execution by the City and the payment of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) just compensation to the Owner.
6. Owner represents and warrants that it holds fee title to the Subject Property, and has the authority to enter into the Agreement herein made.
7. Owner agrees to hold the City harmless and reimburse the City for any and all losses and expenses as to the Subject Property by reason of any change in ownership or Lease of said Subject Property held by any tenant of the Owner.
8. The sale shall be completed through an External Escrow to be opened at First American Title Company. Said escrow shall be opened upon the following terms and conditions, and the Owner and City by their signature to this Agreement make this paragraph their escrow instructions:

a. The City shall deposit the sums specified in Paragraph 3 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company.

b. Payment of said sums, less Owner's cost to clear title, if any, may be made to Owner 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 free and clear of all liens, encumbrances and restrictions of record.

c. The City reserves the right to accept title to the property interest to be acquired by City herein subject to certain defects in any or all matters of record title to the property. In consideration for Owner receiving the total sum as stated in Paragraph 3, the undersigned Owner covenants and agrees to indemnify and hold the City harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner under specified in Paragraph 3.

d. It is understood that Owner shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the Subject Property.

e. The escrow fee, cost of policy of title insurance, recording fees (if any), shall be paid by the City.

f. 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.

9. Owner 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 Owner, 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 the effective date of this Agreement. 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. The Owner's obligation herein to indemnify and hold harmless the City shall not exceed the amount paid to the Owner specified in Paragraph 3.

10. 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.

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 Owner.

[SIGNATURE PAGE TO FOLLOW]

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

Rose Avedisian, Martin Dedekian, Darlene  
Jarvis, Robert Ohanesian, Stephen  
Ohanesian and Charlene Shuttera

By: \_\_\_\_\_  
Scott L. Mozier, PE, Date  
Public Works Director

By: \_\_\_\_\_  
Rose Avedisian Date

RECOMMENDED FOR APPROVAL:

By: Martin Dedekian 8/26/20  
Martin Dedekian Date

By: Colleen Karby 8/26/20  
Colleen Karby Date  
Senior Real Estate Agent

By: Darlene Jarvis 8/26/20  
Darlene Jarvis Date

By: R. Scott Beyelia 8-26-20  
R. Scott Beyelia Date  
Supervising Real Estate Agent

By: Robert Ohanesian 8-26-2020  
Robert Ohanesian Date

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: Stephen Ohanesian 8-26-2020  
Stephen Ohanesian Date

By: [Signature] 9/4/2020  
Deputy Date

By: Charlene Shuttera 8-26-2020  
Charlene Shuttera Date

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

By: \_\_\_\_\_  
Deputy Date

Attachments:

1. Exhibit "A"
2. Exhibit "B"
3. Exhibit "C"

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

Rose Avedisian, Martin Dedekian, Darlene  
Jarvis, Robert Ohanesian, Stephen  
Ohanesian and Charlene Shuttera

By: \_\_\_\_\_  
Scott L. Mozier, PE,                      Date  
Public Works Director

By: Rose Avedisian 8/18/2020  
Rose Avedisian                      Date

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Martin Dedekian                      Date

By: \_\_\_\_\_  
Colleen Karby                      Date  
Senior Real Estate Agent

By: \_\_\_\_\_  
Darlene Jarvis                      Date

By: \_\_\_\_\_  
R. Scott Beyelia                      Date  
Supervising Real Estate Agent

By: \_\_\_\_\_  
Robert Ohanesian                      Date

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Stephen Ohanesian                      Date

By: \_\_\_\_\_  
Charlene Shuttera                      Date

By: \_\_\_\_\_  
Deputy                      Date

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

By: \_\_\_\_\_  
Deputy                      Date

Attachments:

1. Exhibit "A"
2. Exhibit "B"
3. Exhibit "C"



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**Right-of-Way Easement**

APN 481-020-47

**PARCEL A**

Being a portion of Lot 1 of the Newhall Tract, according to the map filed in Book 2 of Record of Surveys at Page 42, Fresno County Records, lying within the Northeast quarter of Section 18, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official United States Government Plat thereof, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

**Commencing** at the Northeast corner of Northeast quarter of said Section 18; thence South  $01^{\circ}16'12''$  East, along the East line of the northeast quarter of said Section 18, a distance of 20.02 feet to a point of intersection thereof with a line lying 20.00 feet south and parallel with the North line of the northeast quarter of said Section 18; thence South  $86^{\circ}01'43''$  West, along said parallel line, a distance of 30.03 feet to the point of intersection thereof with a line lying 30.00 feet west of and parallel with the East line of the Northeast quarter of said Section 18, said point also being the West right-of-way line of South Peach Avenue as shown on said Newhall Tract and the Northeast corner of said Lot 1 and the **Point of Beginning**; thence South  $01^{\circ}16'12''$  East, along the East line of said Lot 1 and the West right-of-way line of said South Peach Avenue, a distance of 55.06 feet to the Northeast corner of that certain parcel of land described in that Quitclaim Deed recorded December 4, 2006 as Document No. 2006-0254260; thence South  $86^{\circ}01'43''$  West, along the North line of said parcel of land, a distance of 20.02 feet to the point of intersection thereof with a line lying 50.00 feet west of and parallel with the East line of the Northeast quarter of said Section 18; thence North  $01^{\circ}16'12''$  West, a distance of 55.06 feet to the point of intersection thereof with a line lying 20.00 feet south of and parallel with the North line of the Northeast quarter of said Section 18, said parallel line also being the North line of said Lot 1, and the South right-of-way of the East California Alignment (formerly California Avenue) as shown on said Newhall Tract; thence North  $86^{\circ}01'43''$  East, along last said parallel line, and the North line of said Lot 1, and the South right-of-way line of said East California Avenue, a distance of 20.02 feet to the point of intersection thereof with a line lying 30.00 feet west of and parallel with the East line of the Northeast quarter of said Section 18, said point of intersection also being the Northeast corner of said Lot 1 and the **Point of Beginning**.

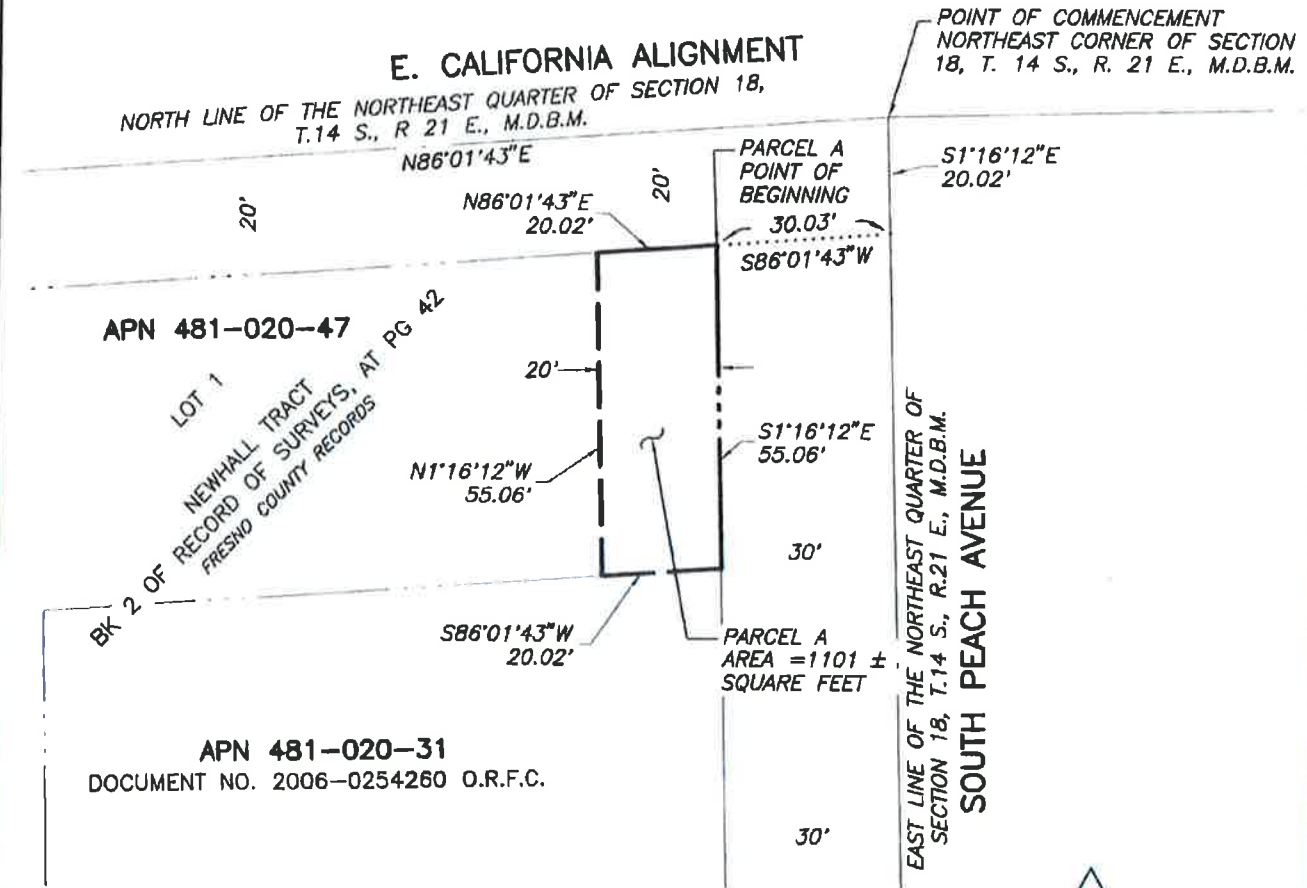
Contains an area of 1,101 square feet, more or less.



2015-093  
15-A-9186

# EXHIBIT "B"

SHEET 1 OF 2



## BASIS OF BEARINGS:

BEARINGS IN THIS DIAGRAM ARE  
TAKEN FROM BOOK 30 OF  
PARCEL MAPS AT PAGE 41,  
FRESNO COUNTY RECORDS.

10/1/2019

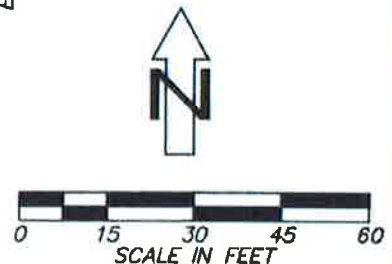


## LEGEND:

- EXISTING RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- EXISTING CENTER LINE OR SECTION LINE
- EXISTING EASEMENT LINE
- PROPOSED RIGHT OF WAY EASEMENT LIMIT LINE
- AREA OF PROPOSED RIGHT OF WAY EASEMENT

O.R.F.C.  
APN.

OFFICIAL RECORDS FRESNO COUNTY  
ASSESSOR'S PARCEL NUMBER



Blair,  
Church  
Flynn

CONSULTING ENGINEERS

451 Clovis Avenue, Suite 200  
Clovis, California 93612  
Tel (559) 328-1400  
Fax (559) 328-1500

REF. & REV.  
2015-093  
PLAT 2963

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

RIGHT-OF-WAY EASEMENT PARCEL A  
APN 481-020-47  
NORTHEAST QUARTER, SECTION 18  
T.14 S., R.21 E., M.D.B.&M.

DR. BY RJR  
CH. BY RSW  
DATE 12/12/2016  
SCALE 1"=30'

SHEET NO. 1  
OF 2 SHEETS  
15-A-9186



## EXHIBIT "A"

### LEGAL DESCRIPTION Right-of-Way Easement

APN 481-020-47

#### PARCEL B

Being a portion of Lot 1 and Lot 2 of the Newhall Tract, according to the map filed in Book 2 of Record of Surveys at Page 42, Fresno County Records, lying within the Northeast quarter of Section 18, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official United Government States Plat thereof, in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

**Commencing** at the Northeast corner of Northeast quarter of said Section 18; thence South  $01^{\circ}16'12''$  East along the East line of the Northeast quarter of said Section 18, a distance of 150.17 feet; thence South  $86^{\circ}01'43''$  West, a distance of 30.03 feet to the point of intersection thereof with the line lying 30.00 feet west of and parallel with the East line of the Northeast quarter of said Section 18, said point of intersection also being the West right-of-way line of South Peach Avenue as shown on the map of said Newhall Tract, said point of intersection also being the and the **Point of Beginning**; thence South  $01^{\circ}16'12''$  East along said parallel line and the West right-of-way line of said South Peach Avenue, a distance of 1,129.88 feet to the Northeast corner of the parcel of land condemned by Final Order of Condemnation purposes per Case No. 515313-5, Superior Court of the State of California for the County of Fresno, recorded July 31, 1997 as Document No. 97097177, Official Records of Fresno County; thence South  $45^{\circ}31'06''$  West, along the North line of said Final Order of Condemnation, a distance of 18.70 feet to the point of intersection thereof with a line lying 25.00 feet north of and parallel with the South line of said Lot 2, said point being an angle point in the North line of said condemnation easement; thence South  $86^{\circ}02'20''$  West, continuing along the North line of said condemnation easement, a distance of 29.54 feet; thence North  $44^{\circ}57'56''$  East, a distance of 21.05 feet; thence North  $01^{\circ}42'34''$  East, a distance of 152.71 feet to the point of intersection thereof with the line lying 50.00 feet west of and parallel with the East line of the Northeast quarter of said Section 18; thence North  $01^{\circ}16'12''$  West, along last said parallel line, a distance of 976.07 feet to the South line of that certain parcel of land described in that Quitclaim Deed recorded December 4, 2006 as Document No. 2006-0254260; thence North  $86^{\circ}01'43''$  East, along said South line, a distance of 20.02 feet to the **Point of Beginning**.

Contains an area of 23,573 square feet, more or less.



2015-093  
15-A-9186

# EXHIBIT "B"

SHEET 2 OF 2

## E. CALIFORNIA ALIGNMENT

NORTH LINE OF THE NORTHEAST  
QUARTER OF SECTION 18, T., 14  
A., R. 21 E., M.D.B.M.

APN 481-020-31  
DOCUMENT NO. 2008-0254260 O.R.F.C.

APN 481-020-47  
DOCUMENT NO. 42745  
RECORDED JUNE 22, 1970  
OFFICIAL RECORDS FRESNO COUNTY

NEWHALL TRACT  
BK 2 OF RECORD OF SURVEYS, AT PG 42  
FRESNO COUNTY RECORDS

PARCEL B  
AREA = 23,573 ±  
SQUARE FEET

LOT 1

LOT 2

POINT OF BEGINNING  
PARCEL B  
EAST LINE OF THE NORTHEAST QUARTER OF SECTION 18, T. 14 S., R. 21 E., M.D.B.M.

POINT OF COMMENCEMENT  
NORTHEAST CORNER SECTION  
18, T. 14 S., R. 21 E.,  
M.F.B.M.

SOUTH PEACH AVENUE

E. FLORENCE  
AVENUE

## LINE TABLE

LINE #	BEARING	LENGTH
L1	S86°01'43"W	30.03'
L2	S1°16'12"E	1129.88'
L3	S45°31'06"W	18.70'
L4	S86°02'20"W	29.54'
L5	N44°57'56"E	21.05'
L6	N1°42'34"E	152.71'
L7	N86°01'43"E	20.02'

## LEGEND:

- EXISTING RIGHT-OF-WAY LINE
- EXISTING PROPERTY LINE
- EXISTING CENTER LINE OR SECTION LINE
- EXISTING EASEMENT LINE
- PROPOSED RIGHT OF WAY EASEMENT LIMIT LINE
- AREA OF PROPOSED RIGHT OF WAY EASEMENT
- O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY
- APN. ASSESSOR'S PARCEL NUMBER

0 100 200 300 400  
SCALE IN FEET

FINAL ORDER OF  
CONDEMNATION PER CASE NO.  
515313-5, SUPERIOR COURT  
OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF FRESNO  
RECORDED 7/31/1997 AS  
DOC. NO. 97097177, O.R.F.C.

## BASIS OF BEARINGS:

BEARINGS IN THIS DIAGRAM ARE  
TAKEN FROM BOOK 30 OF  
PARCEL MAPS AT PAGE 41,  
FRESNO COUNTY RECORDS.



*Handwritten signature and date 9/21/2019*

Blair,  
Church  
Flynn

CONSULTING ENGINEERS

451 Clovis Avenue, Suite 200  
Clovis, California 93612  
Tel (559) 328-1400  
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REF. & REV.

2015-093  
PLAT 2963

CITY OF FRESNO  
DEPARTMENT OF PUBLIC WORKS

RIGHT-OF-WAY EASEMENT PARCEL B  
APN 481-020-47  
NORTHEAST QUARTER, SECTION 18  
T.14 S., R.21 E., M.D.B.&M.

DR. BY RJR  
CH. BY RSW  
DATE 12/12/2018  
SCALE 1"=200'

SHEET NO. 2  
OF 2 SHEETS  
15-A-9186

CITY OF FRESNO APPRAISAL SUMMARY STATEMENT EXHIBIT C		<b>CONFIDENTIAL</b> This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.	Page 1 of 2
Project Description	Parcel No.	Federal Aid Project No.	Date
Peach Avenue Widening	481-020-47	N/A	February 6, 2020

Owner: Ohanesian

Date Acquired: More than 5 years

Property Address: 2122 S. Peach Ave.  
Fresno, California

Property to be acquired: Street Easement

Part: X All   

Including Access Rights: Yes:    No: X

Total Property

Acquisition Area: +/- 24,674 square feet (0.57 acres)

## **BASIS OF VALUATION**

The market value for the property to be acquired by the City is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 163.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to between a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of appraisal that is just and equitable.

Recent sales of comparable properties and income data are utilized as appropriate. Full consideration is given to zoning, development potential and the income the property is capable of producing.

<b>APPRAISAL SUMMARY STATEMENT</b>	<b>Page 2 of 2</b>	<b>APN 481-020-47</b> <b>February 6, 2020</b>
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Land- Right of Way)	0.57 AC (24,674 SF) x \$130,000/AC	\$74,100.00
Site Improvements – 6' chain link fencing	1,035 LF x \$15.35/LF	\$15,887.25
Fencing within new right of way to be removed by City, at City's expense		

<u>Total Value of Part Taken</u>	\$89,987.25
<b><u>ROUNDED</u></b>	<b><u>\$90,000.00</u></b>

### **BASIS OF VALUATION**

#### **BASIC PROPERTY DATA:**

Interest valued:	Partial acquisition
Date of valuation:	February 6, 2020
Applicable zoning:	RS-5
Area to be acquired:	+/- 24,674 square feet (0.57 acre)
Highest and best use:	Residential development land
Current use:	Vacant land