

**AGREEMENT FOR PURCHASE AND SALE OF A PERMANENT STREET  
EASEMENT AND ESCROW INSTRUCTIONS  
APN 511-012-01**

**PERMANENT STREET EASEMENT FOR PUBLIC STREET PURPOSES  
ASHLAN AND POLK TRAFFIC SIGNAL PROJECT  
City Project No.: PW00936**

This Agreement for a Permanent Street Easement (Agreement) is entered into by and between, **MARIA D. MERAZ** without regard to number or gender, and the CITY OF FRESNO, a municipal corporation (City).

1. The real property which is the subject of this Agreement, hereinafter "Subject Property", is a Permanent Street Easement to facilitate the installation of a Traffic Signal at the corner of W. Ashlan and N. Polk Avenues, situated in the City of Fresno, County of Fresno, State of California, being approximately 1,183 square feet in size, within Assessor's Parcel Number 511-012-01, also known as 3936 N. Polk Avenue. The legal description described on Exhibit "A" and depicted on Exhibit "B", are attached hereto and incorporated herein by reference.
2. Owner agrees to grant to City, a permanent easement and right of way, (Easement) described on Exhibit "A and depicted on Exhibit "B" for public street purposes
3. City shall pay just compensation of EIGHTY THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$80,100.00) for the Easement, including cost to cure damages, benefits and/or severance damages to the remainder, if any, for the Subject Property.
4. Clause 3 above may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this project and must be replaced in order to proceed with the construction of the project. If Owner does not replace said items, City may install temporary fencing on Owner's property lying immediately adjacent to the new right of way line and if necessary, cap off irrigation line(s) at Owner's property line. Owner hereby agrees to allow the City, its agents, employees, authorized contractors and subcontractors and their employees access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Owner.
5. The Effective date of this Agreement shall be upon its duly authorized execution by the City and the payment of EIGHTY THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$80,100.00) 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 Old Republic 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 Grant of Easement 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. This limitation does not preclude the City from bringing a claim against Owner for a loss on the adjacent property.

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 Exhibits or Attachments.

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

SELLER: MARIA D. MERAZ

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

By: Maria D. Meraz 9/17/20  
Date

RECOMMENDED FOR APPROVAL:

PROPERTY ADDRESS:  
3936 N. Polk Avenue  
Fresno, CA 93722

By: Victoria Gonzales 9/17/20  
Date  
Senior Real Estate Agent

OWNER MAILING ADDRESS:  
3936 N. Polk Avenue  
Fresno, CA 93722

By: R. Scott Beyelia 10-1-20  
Date  
Supervising Real Estate Agent

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

ATTEST:  
YVONNE SPENCE, MMC CRM  
City Clerk

By: Aaron Zahed 11-6-20  
Deputy Date

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

Attachments:

1. Exhibit "A" Legal Description Described
2. Exhibit "B" Legal Description Depicted

## EXHIBIT "A"

APN 511-012-01 (portion)  
Street easement

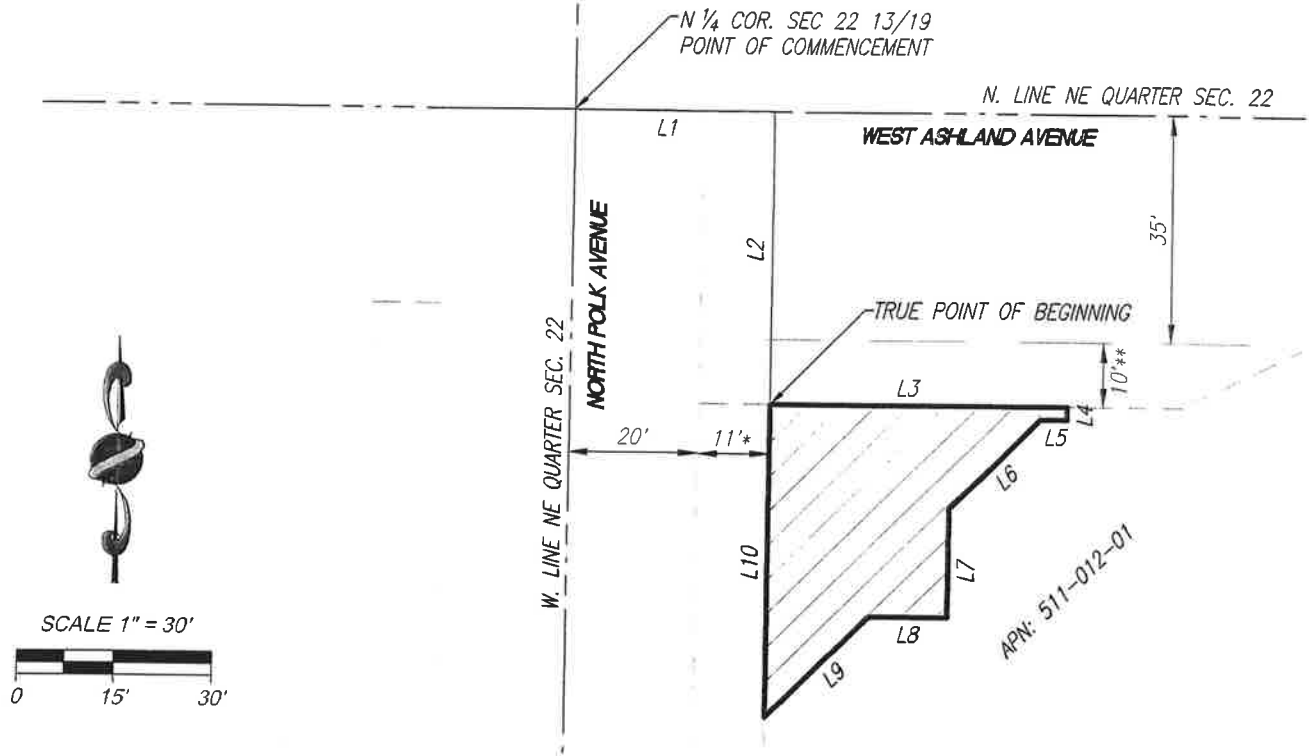
That portion of the Northeast quarter of Section 22, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the Official Township Plat thereof described as follows:

COMMENCING at the North quarter corner of said Section 22; thence South 89° 49' 36" East, along the North line of the Northeast quarter of said Section 22, a distance of 30.89 feet; thence South 00° 10' 24" West, a distance of 45.00 feet to a point on the South line of that certain parcel described in Deed of Easement recorded July 6, 1992 as Document No. 92094301, Official Records Fresno County, said point being the TRUE POINT OF BEGINNING; thence

- 1) South 89° 49' 36" East, along said South line, being parallel with and 45.00 feet south of the North line of said Northeast quarter, a distance of 45.95 feet; thence
- 2) South 00° 10' 24" West, a distance of 2.00 feet; thence
- 3) North 89° 49' 36" West, a distance of 4.01 feet; thence
- 4) South 45° 14' 35" West, a distance of 19.75 feet; thence
- 5) South 00° 18' 46" West, a distance of 17.01 feet; thence
- 6) North 89° 41' 14" West, a distance of 12.00 feet; thence
- 7) South 45° 18' 46" West, a distance of 22.63 feet to a point on the East line of that certain parcel described in Deed of Easement recorded June 24, 2019 as Document No. 2019-0068707, Official Records Fresno County; thence
- 8) North 00° 18' 46" East, along said East line, being parallel with and 31.00 feet east of the West line of said Northeast quarter, a distance of 35.89 feet to the TRUE POINT OF BEGINNING.


Contains an area of:            1183 Sq. Ft., more or less.

# EXHIBIT "B"



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S89°49'36"E	30.89'	L5	N89°49'36"W	4.01'	L9	S45°18'46"W	22.63'
L2	S0°10'24"W	45.00'	L6	S45°14'35"W	19.75'	L10	N0°18'46"E	48.89'
L3	S89°49'36"E	45.95'	L7	S0°18'46"W	17.01'			
L4	S0°10'24"W	2.00'	L8	N89°41'14"W	12.00'			

## LEGEND:

- EXISTING R/W — EXISTING PROPERTY LINE
-  INDICATES AREA OF EASEMENT TO BE GRANTED TO THE CITY OF FRESNO FOR PUBLIC STREET PURPOSES
- AREA: 1,183 SQ. FT.

## NOTES:

- \* RIGHT OF WAY PREVIOUSLY GRANTED PER DEED OF EASEMENT RECORDED JUNE 24, 2019 AS DOCUMENT NO. 2019-0068707, ORFC
- \*\* RIGHT OF WAY PREVIOUSLY GRANTED PER DEED OF EASEMENT RECORDED JULY 6, 1992 AS DOCUMENT NO. 92094301, ORFC



REF. & REV.  
2020-040 (a)  
PWF  
PLAT

## CITY OF FRESNO

DEPARTMENT OF PUBLIC WORKS

PORTION OF NE QUARTER SEC. 22, T13S, R19E  
TO BE GRANTED AS EASEMENT FOR PUBLIC STREET PURPOSES

PROJ. ID. \_\_\_\_\_ KRA \_\_\_\_\_  
FUND NO. \_\_\_\_\_ RES TYPE \_\_\_\_\_  
ORG. NO. \_\_\_\_\_

DR. BY \_\_\_\_\_ RA \_\_\_\_\_  
CH. BY \_\_\_\_\_ PC \_\_\_\_\_  
DATE 3/19/2020  
SCALE AS NOTED  
JOB NO. 18-242

SHEET NO. 1  
OF 1 SHEETS  
15-A-9651 (a)