PROPERTY TRANSFER AGREEMENT

This AGREEMENT, effective on _____, 2023, is between the City of Fresno, a California municipal corporation referred hereinafter as the CITY, and the State of California, acting through its Department of Transportation, referred to as CALTRANS.

RECITALS

1. The CITY and CALTRANS, agree to a Property Transfer Agreement as the State is allowed to have jurisdiction and maintenance over any public street, or portion thereof, which is within the boundaries of a state highway.

2. The CITY intends to transfer to CALTRANS a portion of the southeast corner of North Parkway Drive and West Shields Avenue, a portion of North Parkway Drive, north of West Weldon Avenue, and a portion of North Marks Avenue, north of the Marks-Shields Connector, as described and depicted on the attached exhibits hereto as Grant Deeds with accompanying exhibits numbered 2023-075, 2023-076, and 2023-077, which are all made a part of this agreement, referred to hereinafter as SUBJECT PROPERTIES. CALTRANS is willing to accept said SUBJECT PROPERTIES upon the duly authorized execution of the Agreement by the CITY and the CITY's recording of the Grant Deeds, with the County Recorder's Office.

3. The CITY and CALTRANS agree that the SUBJECT PROPERTIES are currently in a state of good repair.

4. The CITY and CALTRANS, collectively referred to as PARTIES, herein intend to define the terms and conditions under which the transfer of the SUBJECT PROPERTIES is to be accomplished.

SECTION I

CALTRANS AGREES:

1. To accept ownership, including all of the CITY's current obligations, rights, title and interest in the SUBJECT PROPERTIES upon recordation of the Grant Deeds in the County Recorder's Office and to thereafter operate, maintain, and be liable for the SUBJECT PROPERTIES at no additional cost to the CITY.

2. To accept the SUBJECT PROPERTIES in their current environmental condition and setting, including but not limited to, the exemptions under Sections 15301/Class 1 (Existing Facilities) and 15305/Class 5 (Minor Alteration in Land Use Limitations) of the California Environmental Quality Act (CEQA) Guidelines dated November 28, 2022. CALTRANS has received and reviewed copies of the above-referenced Environmental Assessment Numbers PW00663-SR99-01, PW00663-SR99-02, AND PW00663-SR99-03. CALTRANS has received and reviewed copies of the above-referenced Environmental Assessments. Upon recordation of the Grant Deeds in

the County Recorder's Office, the CITY will not be responsible for any present or future remediation of any hazardous materials (HCD).

SECTION II

CITY AGREES:

1. To submit the Grant Deeds to the County Recorder's Office for recording upon approval of the disposition of the properties by the California Department of Housing and Community Development.

2. Upon CALTRANS's specific request, to transfer to CALTRANS within 60 days of such request, copies of available the CITY's records and files for the SUBJECT PROPERTIES, such as plans, survey data and right-of-way information.

SECTION III

IT IS MUTUALLY AGREED:

1. CALTRANS shall fully defend, indemnify and save harmless the CITY and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including but not limited to, claims or lawsuits related to the presence of hazardous materials as described in Environmental Assessment Numbers PW00663-SR99-01, PW00663-SR99-02, AND PW00663-SR99-03, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred on or arise after the date of the recordation of the Grant Deeds.

2. CALTRANS shall fully defend, indemnify and save harmless the CITY and all of its officers and employees from all claims, suits or actions related to environmental theories or assertions of liability, including, but not limited to, claims or lawsuits related to the presence of hazardous materials as described in Environmental Assessment Numbers PW00663-SR99-01, PW00663-SR99-02, AND PW00663-SR99-03, provided that the actions, events, injuries, damages, or losses giving rise to any claims, suits or actions occurred or arose before the date of recordation of the Grant Deeds

3. Neither the CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify and save harmless the CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub- contractors, and/or its agents under this AGREEMENT.

4. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority or jurisdiction conferred upon the CITY under this AGREEMENT. It is understood and agreed that the CITY, to the extent permitted by law, will defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

5. No alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES hereto.

6. This AGREEMENT shall terminate upon recordation of the Grant Deeds for the SUBJECT PROPERTIES in the County Recorder's Office except for those provisions which relate to indemnification, ownership, operation, and maintenance, which shall remain in effect until terminated or modified in writing by mutual agreement.

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CITY OF FRESNO
Project Manager: Alfredo Cervantes
Phone Number: (559) 621-8719
E-mail: alfredo.cervantes@fresno.gov
Billing Address: 2600 Fresno Street, Fresno, CA 93721

CALTRANS
Project Manager: Harpreet Kooner
Phone Number: (559) 383-5573
E-mail: harpreet.koonerr@dot.ca.gov

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

CITY OF FRESNO,
a California municipal corporation

By: _____
Scott Mozier, PE, Director
Public Works Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Angela M. Karst Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

STATE OF CALIFORNIA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: District Director
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

VERIFICATION OF FUNDS & AUTHORITY:

By: _____

Name: _____

Title: District Budget Manager

INSERT GRANT DEEDS

Recording Requested By:
Public Works Department
City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
Public Works Department
City of Fresno
2600 Fresno Street
Fresno, CA. 93721-3623
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, the CITY of FRESNO, a municipal corporation, GRANTOR, hereby GRANTS to the State of California, GRANTEE, all that certain real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits “A” and “B”, which are attached and incorporated herein

CITY of FRESNO, a municipal corporation

By: _____ Date: _____
Georgeanne A. White, City Manager

APPROVED AS TO FORM:

ANDREW JANZ
CITY ATTORNEY

By: _____
, Deputy

Dated: _____

2023-076
PW00663
PLAT 2149

EXHIBIT "A"
Legal Description
Page 1 of 1

That portion of North Parkway Drive in Section 30, Township 13 South, Range 20 East, Mount Diablo Meridian and Base Line, more particularly described as follows:

COMMENCING at the South quarter-section corner of said Section 30, said corner marked by a 5/8" rebar tagged "RCE 12739" per Corner Record No. 1189 filed in the Fresno County Surveyor's Office;

THENCE (1) along the South line of the Southwest quarter of said Section 30, North 89°34'31" West, 627.07 feet;

THENCE (2) North 00°25'29" East, 1389.04 feet to a point on the West line of Lot 36 of Highway Heights, according to the map thereof recorded in Book 9, Page 38 of Record of Surveys, Fresno County Records;

THENCE (3) along said West line and its northerly prolongation, North 00°33'52" East, 180.43 feet to the TRUE POINT OF BEGINNING;

THENCE (4) continuing North 00°33'52" East, 116.85 feet to the southwesterly right-of-way boundary of existing State Route 99;

THENCE along said southwesterly right-of-way boundary, the following courses:
(5) South 39°37'00" East, 164.96 feet; (6) South 31°36'26" East, 274.65 feet to the beginning of a non-tangent curve concave southwesterly, to which a radial bears North 58°23'34" East, having a radius of 132.00 feet and a central angle of 58°01'23";

THENCE (7) northwesterly along said curve, an arc distance of 133.68 feet to a point of tangency;

THENCE (8) North 89°37'49" West, 46.50 feet to the southwesterly right-of-way line of North Parkway Drive;

THENCE (9) along last said southwesterly right-of-way line, North 26°59'38" West, 203.16 feet to the TRUE POINT OF BEGINNING.

Containing 0.61 acre, more or less.

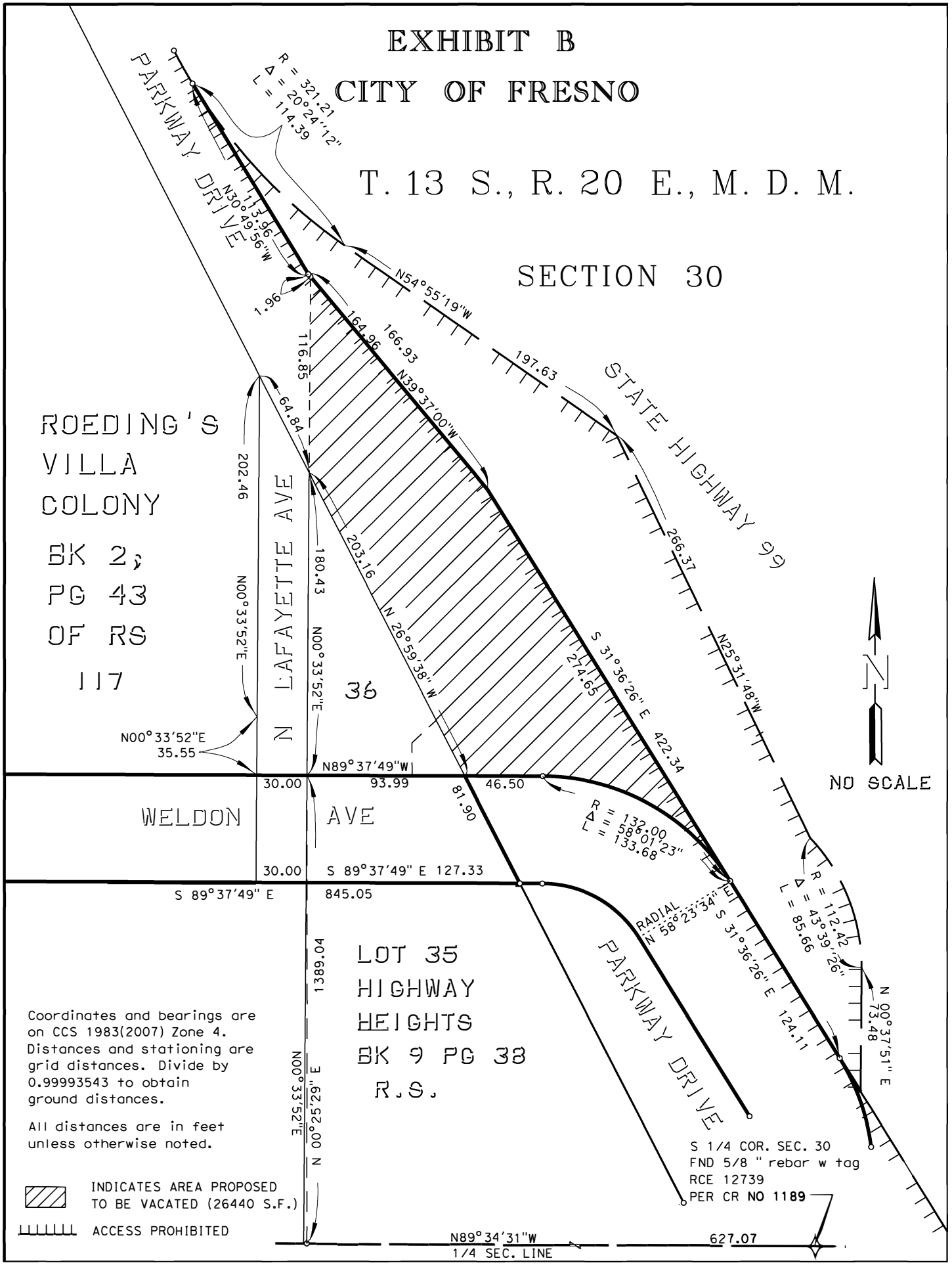
The bearings and distances used in this description are on the California Coordinate System of 1983, Epoch 2007, Zone 4. Divide distances by 0.99993543 to obtain ground distances.

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

Signature Glenn R. Medina
Professional Land Surveyor

Date April 6, 2017




EXHIBIT B
CITY OF FRESNO
T. 13 S., R. 20 E., M. D. M.
SECTION 30
PARKWAY DRIVE
R = 321.21
Δ = 20°24'12"
L = 114.39
N30°49'56"W
113.96
1.96
N54°55'19"W
197.63
STATE HIGHWAY 99
164.96
166.93
N39°37'00"W
116.85
64.84
202.46
ROEDING'S
VILLA
COLONY
BK 2;
PG 43
OF RS
117
N LAFAYETTE AVE
N00°33'52"E
180.43
203.16
N 26°59'38" W
S 31°36'26" E 422.34
274.65
266.37
N25°31'48"W
36
N00°33'52"E
35.55
N89°37'49"W
30.00
93.99
46.50
81.90
NO SCALE
WELDON
AVE
R = 132.00
Δ = 58°01'23"
L = 133.68
30.00
S 89°37'49" E 127.33
S 89°37'49" E
845.05
R = 112.42
Δ = 43°39'26"
L = 85.66
RADIAL
N 58°23'34" E
S 31°36'26" E
124.11
N 90°37'51" E
73.48
1388.04
LOT 35
HIGHWAY
HEIGHTS
BK 9 PG 38
R.S.
PARKWAY DRIVE
N00°33'52"E
1,362,52.00 N
Coordinates and bearings are on CCS 1983(2007) Zone 4. Distances and stationing are grid distances. Divide by 0.99993543 to obtain ground distances.
All distances are in feet unless otherwise noted.
INDICATES AREA PROPOSED TO BE VACATED (26440 S.F.)
ACCESS PROHIBITED
S 1/4 COR. SEC. 30
FND 5/8 " rebar w tag
RCE 12739
PER CR NO 1189
N89°34'31"W
627.07
1/4 SEC. LINE

Recording Requested By:
Public Works Department
City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
Public Works Department
City of Fresno
2600 Fresno Street
Fresno, CA. 93721-3623
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, the CITY of FRESNO, a municipal corporation, GRANTOR, hereby GRANTS to the State of California, GRANTEE, all that certain real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits “A” and “B”, which are attached and incorporated herein

CITY of FRESNO, a municipal corporation

By: _____ Date: _____
Georgeanne A. White, City Manager

APPROVED AS TO FORM:

ANDREW JANZ
CITY ATTORNEY

By: _____
, Deputy

Dated: _____

2023-077
PW00663
PLAT 2149

EXHIBIT "A"
Legal Description

That portion of North Marks Avenue in Section 25, Township 13 South, Range 19 East, Mount Diablo Meridian and Base Line, and in Section 30, Township 13 South, Range 20 East, Mount Diablo Meridian and Base Line, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 25, said corner being found as a 4-inch iron pipe filled in concrete, per Corner Record No. 2438, filed in the Fresno County Surveyor's Office;

THENCE (1) along the East line of the Northeast quarter of said Section 25, South 00°17'11" West, 746.66 feet;

THENCE (2) North 41°03'27" West, 43.39 feet to the northwesterly line of the land described in a deed to Central Valley R.V. Outlet, L.L.C., a California Limited Liability Company, recorded November 13, 2009 as Document No. 2009-0156466, Official Records of Fresno County;

THENCE (3) along said northwesterly line, South 49°22'24" West, 2.08 feet to a point on the West line of the land described in said deed, said point being the TRUE POINT OF BEGINNING;

THENCE (4) along said West line, South 00°16'23" West, 195.97 feet to a point on the southerly boundary of the land described in said deed, last said point being the beginning of a non-tangent curve concave westerly, to which a radial line bears North 61°34'15" East, having a radius of 655.00 feet and a central angle of 14°30'04";

THENCE (5) along said southerly boundary, southerly along said curve, an arc distance of 165.77 feet to the West line of Lot 108 of Roeding's Villa Colony, according to the map thereof recorded in Book 2, Page 43 of Record of Surveys, Fresno County Records;

THENCE (6) along last said West line, South 00°17'21" West, 60.24 feet to the beginning of a non-tangent curve concave southwesterly, to which a radial line bears North 78°23'36" East, having a radius of 847.50 feet and a central angle of 31°33'31";

THENCE (7) northwesterly along said curve, an arc distance of 466.80 feet to a point of tangency;

THENCE (8) North 43°09'56" West, 78.46 feet to the southwesterly line of the land described in a deed to the State of California, recorded February 28, 2014 as Document No. 2014-0024555, Official Records of Fresno County;

THENCE (9) along said southwesterly line, South 43°13'56" East, 153.82 feet to the South line of the land described in last said deed;

THENCE (10) along said South line, South 89°43'38" East, 38.21 feet to the southeasterly line of the land described in last said deed;

THENCE (11) along said southeasterly line, North 48°35'06" East, 84.85 feet to the TRUE POINT OF BEGINNING.

Containing 0.29 acre, more or less.

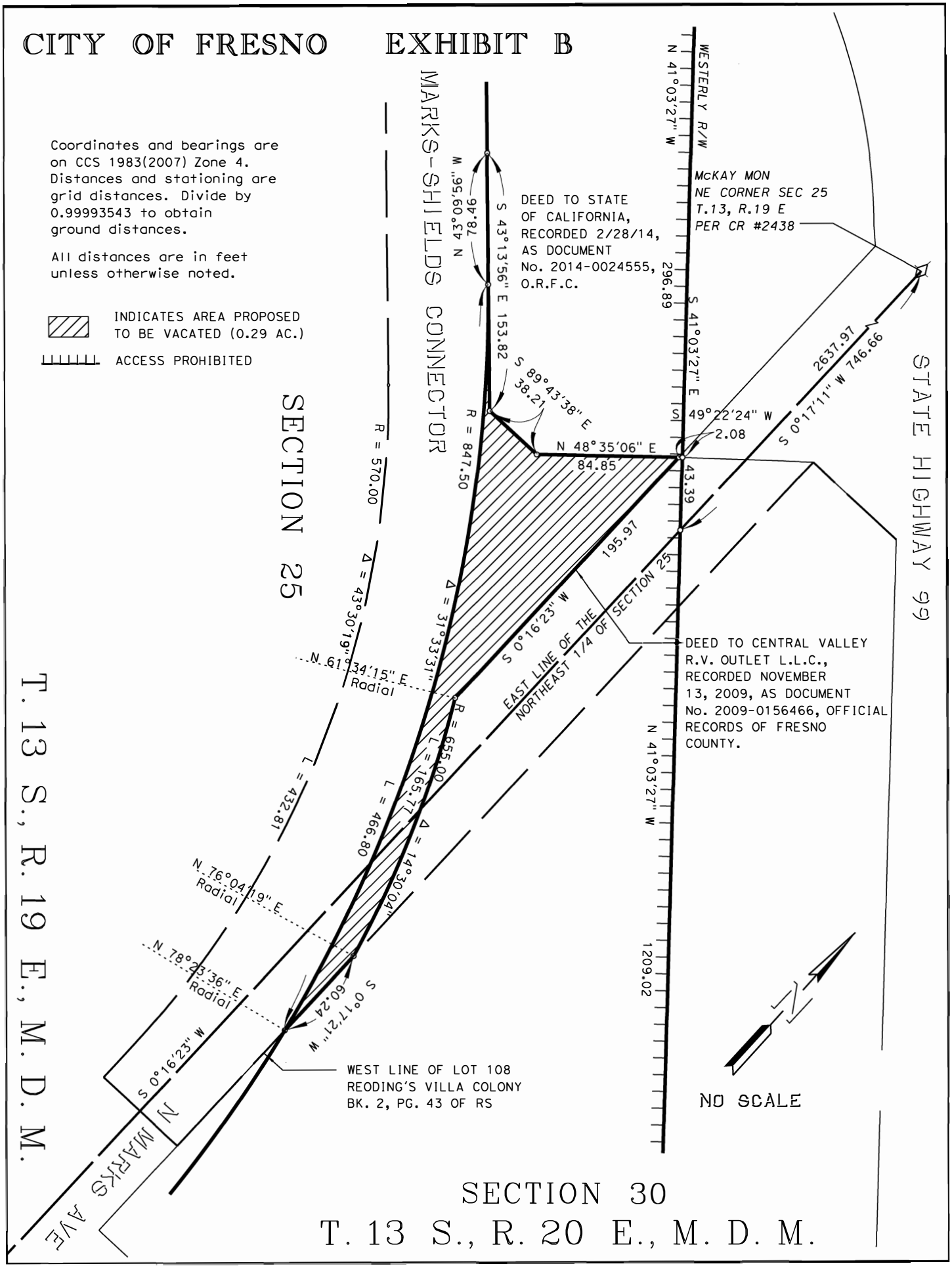
The bearings and distances used in this description are on the California Coordinate System of 1983, Epoch 2007, Zone 4. Divide distances by 0.99993543 to obtain ground distances.

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

Signature Glenn R. Medina
Professional Land Surveyor

Date May 1, 2017




CITY OF FRESNO EXHIBIT B
Coordinates and bearings are on CCS 1983(2007) Zone 4. Distances and stationing are grid distances. Divide by 0.99993543 to obtain ground distances.
All distances are in feet unless otherwise noted.
INDICATES AREA PROPOSED TO BE VACATED (0.29 AC.)
ACCESS PROHIBITED
MARKS-SHIELDS CONNECTOR
WESTERLY R/W
N 41°03'27" W
McKAY MON
NE CORNER SEC 25
T.13, R.19 E
PER CR #2438
DEED TO STATE OF CALIFORNIA, RECORDED 2/28/14, AS DOCUMENT No. 2014-0024555, O.R.F.C.
N 43°09'56" W 78.48
S 43°13'56" E 153.82
S 89°43'38" E 38.21
R = 847.50
R = 570.00
Δ = 43°30'19"
N 61°34'15" E Radial
L = 432.81
N 76°04'19" E Radial
N 78°23'36" E Radial
S 0°16'23" W
N MARKS AVE
S 0°17'21" W 60.24
L = 496.80
Δ = 31°33'31"
R = 655.00
L = 165.77
Δ = 14°30'04"
296.89
S 41°03'27" E
N 48°35'06" E 84.85
S 49°22'24" W 2.08
43.39
195.97
S 0°16'23" W
EAST LINE OF THE NORTHEAST 1/4 OF SECTION 25
DEED TO CENTRAL VALLEY R.V. OUTLET L.L.C., RECORDED NOVEMBER 13, 2009, AS DOCUMENT No. 2009-0156466, OFFICIAL RECORDS OF FRESNO COUNTY.
N 41°03'27" W
1209.02
2637.97
S 0°17'11" W 746.66
STATE HIGHWAY 99
WEST LINE OF LOT 108 REODING'S VILLA COLONY BK. 2, PG. 43 OF RS
NO SCALE
SECTION 25
T. 13 S., R. 19 E., M. D. M.
SECTION 30
T. 13 S., R. 20 E., M. D. M.

Recording Requested By:
Public Works Department
City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

When Recorded, Mail To:
Public Works Department
City of Fresno
2600 Fresno Street
Fresno, CA. 93721-3623
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, the CITY of FRESNO, a municipal corporation, GRANTOR, hereby GRANTS to the State of California, GRANTEE, all that certain real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits “A” and “B”, which are attached and incorporated herein

CITY of FRESNO, a municipal corporation

By: _____ Date: _____
Georgeanne A. White, City Manager

APPROVED AS TO FORM:

ANDREW JANZ
CITY ATTORNEY

By: _____
, Deputy

Dated: _____

2023-075
PW00663
PLAT 2149

EXHIBIT "A"
Legal Description

That portion of North Parkway Drive in Section 25, Township 13 South, Range 19 East, Mount Diablo Meridian and Base Line, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 25, said corner being found as a 4-inch iron pipe filled with concrete, per Corner Record No. 2438, filed in the Fresno County Surveyor's Office;

THENCE (1) along the North line of the Northeast quarter of said Section 25, North 89° 42'54" West, 657.06 feet to the southwesterly right-of-way boundary of State Route 99;

THENCE along said southwesterly right-of-way boundary, the following courses: (2) South 41°03'36" East, 121.22 feet; (3) South 14°43'56" East, 12.79 feet; (4) South 22°53'37" East, 92.70 feet to the northeasterly right-of-way line of North Parkway Drive;

THENCE (5) along said northeasterly right-of-way line, South 22°53'37" East, 38.25 feet to the TRUE POINT OF BEGINNING;

THENCE (6) continuing South 22°53'37" East, 252.35 feet to the beginning of a non-tangent curve concave northeasterly, to which a radial line bears South 54°19'48" West, having a radius of 769.95 feet and a central angle of 06°10'11";

THENCE (7) southeasterly along said curve, an arc distance of 82.91 feet;

THENCE (8) North 43°09'56" West, 26.31 feet to the beginning of a tangent curve concave southwesterly, having a radius of 847.50 feet and a central angle of 15°55'46";

THENCE (9) northwesterly along last said curve, an arc distance of 235.62 feet;

THENCE (10) North 59°05'42" West, 27.78 feet;

THENCE (11) North 14°05'37" West, 17.71 feet;

THENCE (12) North 30°54'19" East, 40.33 feet to the beginning of a tangent curve concave southeasterly, having a radius of 42.00 feet and a central angle of 42°26'36";

THENCE (13) northeasterly along last said curve, an arc distance of 31.11 feet to the beginning of a reverse curve concave northwesterly, having a radius of 48.00 feet and a central angle of 73°08'01";

THENCE (14) northeasterly along last said curve, an arc distance of 61.27 feet to the TRUE POINT OF BEGINNING

Containing 0.35 acre, more or less.

The bearings and distances used in this description are on the California Coordinate System of 1983, Epoch 2007, Zone 4. Divide distances by 0.99993543 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.

Signature Glenn R. Medina
Professional Land Surveyor

Date February 2, 2017

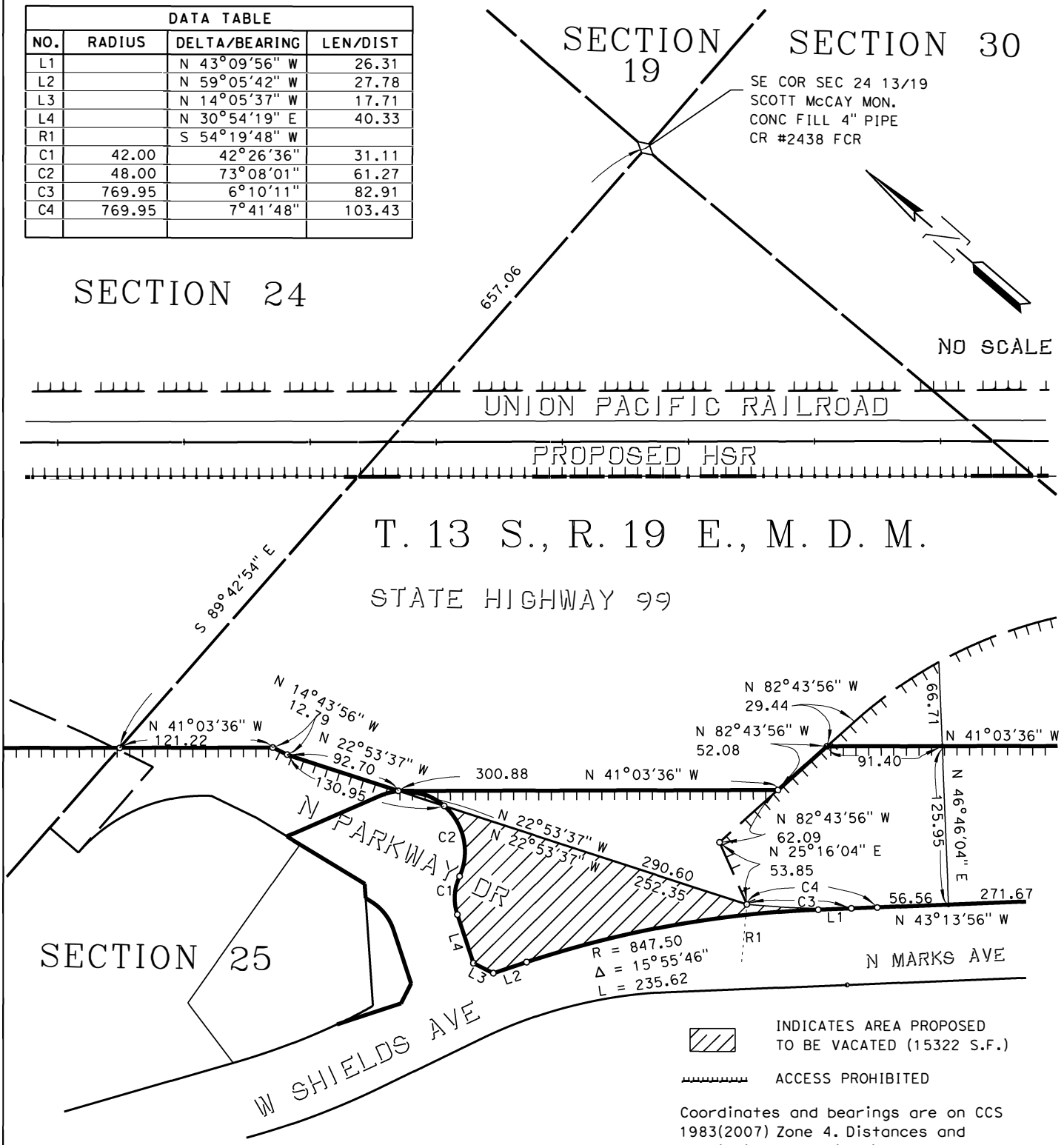


EXHIBIT B

CITY OF FRESNO

T. 13 S., R. 20 E., M. D. M.

DATA TABLE			
NO.	RADIUS	DELTA/BEARING	LEN/DIST
L1		N 43°09'56" W	26.31
L2		N 59°05'42" W	27.78
L3		N 14°05'37" W	17.71
L4		N 30°54'19" E	40.33
R1		S 54°19'48" W	
C1	42.00	42°26'36"	31.11
C2	48.00	73°08'01"	61.27
C3	769.95	6°10'11"	82.91
C4	769.95	7°41'48"	103.43



INDICATES AREA PROPOSED TO BE VACATED (15322 S.F.)

ACCESS PROHIBITED

Coordinates and bearings are on CCS 1983(2007) Zone 4. Distances and stationing are grid distances. Divide by 0.99993543 to obtain ground distances.

All distances are in feet unless otherwise noted.