

GRANTORS:	<u>Erick Charles Brown</u>	PROJECT:	<u>Mt. Whitney Avenue Road Reconstruction and Shoulder Improvement Project</u>
	<u>Richard Eugene Brown</u>	LIMITS:	<u>S. Marks Ave & S. Blythe Ave</u>
ADDRESS:	<u>21053 Sherrill St</u>	PARCEL:	<u>2A</u>
	<u>Riverdale, CA 93656</u>	DATE:	<u>August 13, 2025</u>
APN:	<u>053-020-33S</u>	Federal Project ID No:	<u>CPFL-5942(314)</u>

PURCHASE AGREEMENT

A deed to the County of Fresno (COUNTY) from the undersigned grantors Erick Charles Brown and Richard Eugene Brown (GRANTORS) has been executed and delivered on October 7, 2025, to the Design Division of the County of Fresno Department of Public Works and Planning.

In consideration of which, and the other consideration hereinafter set forth, COUNTY and GRANTORS mutually agree as follows:

1. GRANTORS have title to the property, described in Exhibit "A" and shown on Exhibit "B", each of which is attached hereto and incorporated herein by this reference ("Property"); and the individual(s) executing this Agreement on behalf of GRANTORS hereby represents and warrants that they are fully authorized to bind GRANTORS to the provisions hereof by such signature, and further understands that COUNTY is entering into this Agreement in reliance upon such representation.

2. The parties have set forth the whole of their Agreement herein. The performance of this Agreement constitutes the entire consideration for the deed and shall relieve COUNTY of all further obligation or claims, or on account of the location, grade, or construction of the proposed public improvement.

3. COUNTY shall pay the undersigned GRANTORS the sum of **\$247,000.00** for the property interest conveyed by the deed when title to the property interest vests in COUNTY. COUNTY shall pay all, if any, recording fees.

4. This transaction shall be handled through an external escrow by Fidelity National Title Company, 7475 N. Palm Avenue, Suite 101, Fresno, CA 93711, following approval and signature from the Fresno County Board of Supervisors

5. COUNTY reserves the right to accept title to the property interest to be acquired by COUNTY herein subject to certain defects in any or all matters of record title to the Property. In return for GRANTORS receiving the total sum as stated in Section 3, the undersigned GRANTORS covenants and agrees to indemnify and hold the County of Fresno harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring that arise out of or are in connection with any defects in title to the Property. GRANTORS's obligation herein to indemnify and hold harmless COUNTY shall not exceed the

amount paid to the GRANTORS under this Agreement.

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the subject Property by the COUNTY, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 3 herein are deposited into the escrow controlling this transaction. The amount shown in Section 3 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

7. COUNTY shall be responsible for the construction, maintenance, and repair of any fencing, railing, or other dividers that separates Property from GRANTORS neighboring property.

8. The amount specified in Section 3 includes full payment for the 0.955-acres fee simple title, the cost to cure improvements to the GRANTORS's adjacent parcel necessitated by this acquisition (to be scheduled and coordinated solely at the discretion of the GRANTORS, as well as performed by the GRANTORS and/or their chosen contractor), and damages to the remainder of the larger parcel compensating the GRANTORS for lost potential combined value due to this project.

9. **The parties to this Agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.**

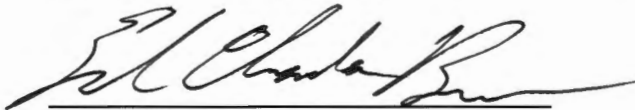
10. **No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.**

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES COMMENCE ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

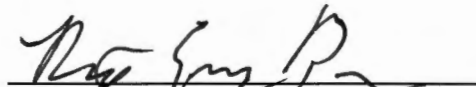
GRANTORS:

Erick Charles Brown, a married man, dealing with his separate property, and Richard Eugene Brown, an unmarried man



Erick Charles Brown, Owner


8-29-25
Date



Richard Eugene Brown, Owner

8-29-25
Date

COUNTY OF FRESNO:



Ernest C. Mendes
Chairman of the Board of Supervisors
of the County of Fresno

Date: 10-7-2025

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California


By  Deputy

APPROVED AS TO LEGAL FORM:


Douglas Sloan
County Counsel

Date: 9/4/2025

APPROVED AS TO ACCOUNTING
FORM:


Oscar J. Garcia, CPA
Auditor Controller/Treasurer -Tax
Collector

Date: 9-9-2025

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

STBG – MOUNT WHITNEY
MARKS TO BLYTHE

Parcel 2A
APN 053-020-33S

Exhibit "A"

That portion of Section 25, Township 17 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official Plats thereof, described as follows:

COMMENCING at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 25; thence South 00° 08' 55" East along the Westerly line of said Northeast quarter of the Northwest quarter of Section 25, also being the Centerline of Marty Avenue, a distance of 190.00 feet to a point in the Southerly line of land (160 feet wide) of Southern Pacific Transportation Company and the **TRUE POINT OF BEGINNING (1)** of the parcel of land to be described; thence North 89° 52' 11" East along said Southerly line being parallel with and distant 125.00 feet Southerly measured at right angles from the original located center line of said Company's main track (Riverdale Branch, now abandoned), 568.82 feet to a point in the center line of Sherrill Avenue (60 feet wide); thence North 01° 10' 12" East along last said center line produced across said Company's land, 95.02 feet to a point in a line parallel with and distant 30.00 feet Southerly, measured at right angles, from said center line of main track; thence South 89° 52' 11" West along last said center line, 568.82 feet to a point in said Westerly line; thence South 00° 08' 55" East along said Westerly line and Centerline of Marty Avenue, a distance of 95.00 feet, more or less, to the **TRUE POINT OF BEGINNING (1)**;

EXCEPTING therefrom that portion deeded to the County of Fresno by deed recorded June 4, 1985, as Document No. 85054522, a correction deed being recorded July 8, 1986, as Document No. 86076142, both of Official Records, being described as follows:

COMMENCING at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 25; thence South 00° 08' 55" East 30.00 feet to the Point of Beginning; thence North 89° 52' 11" East, along the Northerly line of land described in deed dated June 29, 1911, from F. I. Sherrill to Hanford & Summit Lake Railway Company, recorded July 13, 1911, In Deed Book 473, Page 378, Records of said County, 572.00 feet; thence South 01° 10' 12" West 160.04 feet to the Southerly line of said land; thence South 89° 52' 11" West, along said Southerly line 30.00 feet; thence North 01° 10' 12" East 95.02 feet; thence South 89° 52' 11" West 510.51 feet; thence South 00° 08' 55" East 95.00 feet to said Southerly line; thence South 89° 52' 11" West, along said Southerly line, 30.00 feet; thence North 00° 08' 55" West 160.00 feet to the Point of Beginning.

ALSO EXCEPTING that portion as described as follows:

COMMENCING at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 25; thence, South $00^{\circ} 08' 55''$ East, along the Westerly line of said Northeast quarter of the Northwest quarter of Section 25, a distance of 190.00 feet to a point on the Southerly line of the land of Southern Pacific Transportation Company; thence, North $89^{\circ} 52' 11''$ East along said Southerly line, a distance of 30.00 feet to a point on the Easterly right of way line of Marty Avenue, said point being South $89^{\circ} 52' 11''$ West, 2.00 feet distant from the Northwest corner of Lot 19, Block 5 of the **Map of the Town of Riverdale**, recorded July 3, 1911 in Book 6, Page 45 of Record of Surveys, Fresno County Records; thence, continuing on said previous course, North $89^{\circ} 52' 11''$ East, a distance of 250.12 feet to the Northeast corner of Lot 10, Block 5 of said map and the **TRUE POINT OF BEGINNING (2)**;

- 1) Thence, North $00^{\circ} 08' 55''$ West along the Northerly prolongation of the Easterly line of Lot 10, a distance of 25.00 feet to a point on a line that is parallel with and 25.00 feet Northerly of the Southerly line of said Southern Pacific Transportation Company's land;
- 2) Thence, North $89^{\circ} 52' 11''$ East along said parallel line, a distance of 223.77 feet to a point being 35.00 feet distant from the Westerly right of way line of Sherrill (formerly Ivy) Avenue;
- 3) Thence, North $62^{\circ} 56' 15''$ East, a distance of 39.72 feet to a point on said Westerly right of way line of Sherrill Avenue, said point being 43.00 feet Northerly from the Southerly line of the Southern Pacific Transportation Company's land;
- 4) Thence, South $01^{\circ} 10' 12''$ West along said Westerly line of Sherrill Avenue, a distance of 43.00 feet to the Northeast corner of Lot 1, Block 5 of said **Map of the Town of Riverdale**, said point also being on said Southerly line of the Southern Pacific Transportation Company's land;
- 5) Thence, South $89^{\circ} 52' 11''$ West along said Southerly line, a distance of 258.20 feet to the **TRUE POINT OF BEGINNING (2)**.

Containing 0.955 acres of land, more or less.



LEGEND

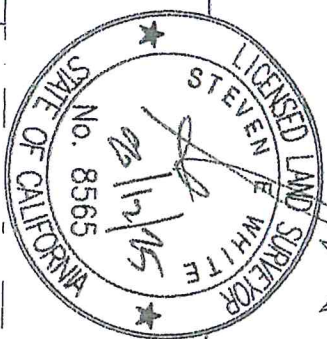


PARCEL NUMBER **XX**
 AREA = 0.955 AC.
 POINT OF COMMENCEMENT
 TRUE POINT OF BEGINNING
 RECORD DATA PER RECORD OF
 SURVEY BOOK 6, PAGE 45

**PORTION OF SEC. 25
 T. 17 S., R. 19 E., M.D.B. & M.**

**EXHIBIT B
 PARCEL 2A**

W. MT. WHITNEY AVE

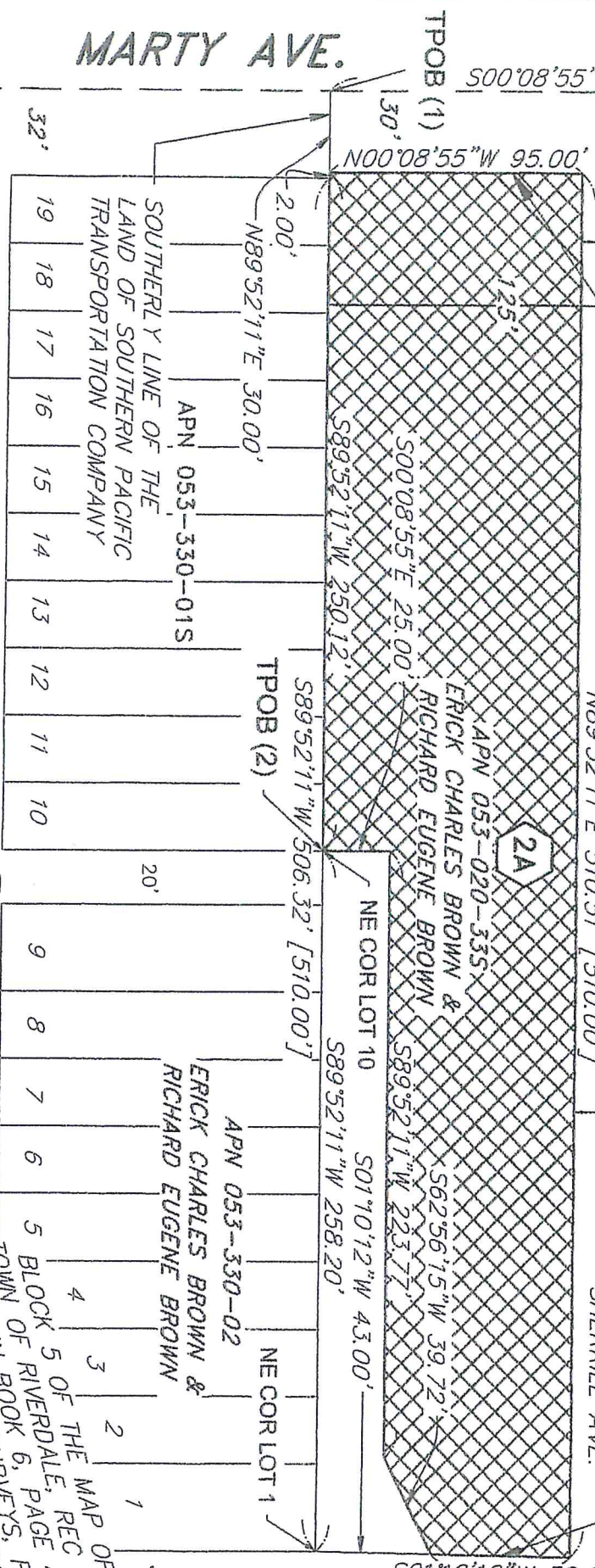


N 1/4 COR SEC 25, T17S R19E

SECTION LINE
 NW COR NE 1/4
 NW 1/4 SEC 25,
 T17S R19E
 WEST LINE OF NE 1/4 OF NW 1/4
 CENTERLINE R/R TRACKS
 RIVERDALE BRANCH
 EASTERLY R/W LINE MARTY AVE.
 N89°52'11"E 510.51' [510.00']
 WESTERLY R/W LINE
 SHERILL AVE.

MARTY AVE.

**SHERILL AVE.
 (FORMERLY IVY AVE.)**

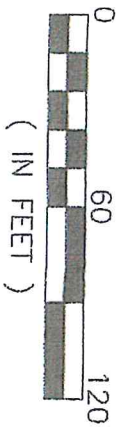


SOUTHERLY LINE OF THE
 LAND OF SOUTHERN PACIFIC
 TRANSPORTATION COMPANY

APN 053-330-01S
 APN 053-330-02
 ERICK CHARLES BROWN &
 RICHARD EUGENE BROWN
 NE COR LOT 1
 NE COR LOT 10
 501°10'12"W 43.00'
 589°52'11"W 258.20'
 562°56'15"W 39.72'
 589°52'11"W 223.72'
 501°10'12"W 52.02'

REC OF THE
 JULY 3,
 1911 IN BOOK 6, PAGE 45 OF
 TOWN OF RIVERDALE, FRESNO
 RECORD OF SURVEYS,
 COUNTY RECORDS

NAME:	DATE:
DRAWN: S.M.	06/20/25
CHECKED: M.R., S.G.	06/25/25
REVISION:	2



DEPARTMENT OF PUBLIC WORKS AND PLANNING
 STBG - MOUNT WHITNEY
 S. MARKS AVENUE TO S. BLYTHE AVENUE
 PROJECT NO. E231109
 SHEET NO. 1

Parcel No. 2A

Fund: 0010

Subclass: 11000

Org: 4510-4513

Account: 8110

Program: 91267

Activity Code: 4755

Project: E231109