

Agreement for Purchase

Andrew A. Lewis, et al

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Project: Multi-Use Trail Pedestrian Improvement Project (Segments 1E, 2, 13 & 14)
Grantor: Andrew A. Lewis, et al
APN: 071-020-23S

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property (“Agreement”) is between the City of Coalinga, a municipal corporation (City) and Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984; Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003; Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust; James M. Evans & Joy E. Evans, Trustees for the James M. Evans & Joy E. Evans Trust Dated November 16, 1993; Roy Kumar, Trustee of the 1998 Roy Kumar Trust UTD December 29, 1998; Julia W. Simmons, Surviving Trustee of the Simmons Living Trust dated June 30, 1988; Mark Morris and Jo Ann Morris, Trustees of the Morris Living Trust dated March 6, 1984; Andrew A. Lewis, as his sole and separate property, and PENSICO Trust Co, Custodian FBO Elizabeth Lewis IRA (collectively “Grantor”). This Agreement is expressly subject to approval by the City Manager.

Grantor shall execute and deliver to City a Permanent Multi-Use Trail Easement covering a portion of the land associated with APN 071-020-23S (“Land”).

The parties to this contract shall, pursuant to 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 United States Department of Transportation (USDOT) Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Additionally, the parties acknowledge and agree as follows: 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.

In consideration of which, and the other considerations hereinafter set forth, which the parties acknowledge is satisfactory, it is mutually agreed as follows:

1. PROPERTY.

Grantor(s) agrees to sell to City, and City agrees to purchase from Grantor(s), on the terms and conditions set forth in this Agreement, the real property interest described in Exhibit A and depicted in Exhibit B attached hereto (which exhibits are incorporated herein by this reference) which is a portion of the Land (such portion, the “Property”).

The parties have herein set forth the entirety of their agreement in this Agreement. The performance of this Agreement constitutes the entire consideration for said document and relieves City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement (that is, Multi-Use

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Trail Pedestrian Improvement Project (Segments 1 to 8, inclusive); hereinafter, the "Project").

2. DELIVERY OF DOCUMENTS/ESCROW.

Grantor shall execute and deliver to the City's designated acquisition agent all documents necessary for the transfer of the Property, including without limitation this Agreement, the Deed(s) and/or the Easement(s). Subject to City's approval, such documents are to be delivered to Escrow Holder (defined below).

This transaction shall be handled through an escrow with Chicago Title Company ("Title Company" or "Escrow Holder"), located at 7330 N. Palm Avenue, Suite 101, Fresno, CA 93711, Phone No. (559) 451-3700; Escrow No.: 45006673-SM ("Escrow"). Close of Escrow is to occur upon, among other things, the recording of the Permanent Multi-Use Trail Easement Deed and the release of the Purchase Price by Title Company or Escrow Holder, as appropriate.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the City for the Property is THREE THOUSAND DOLLARS (\$3,000.00) ("Purchase Price"). Payment of the Purchase Price is consideration in full for the real property interests being conveyed in the Permanent Easement Deed.

City shall deliver the Purchase Price before the Close of Escrow after the execution and delivery of all necessary transfer documents by Grantor has occurred. Grantor shall convey good, marketable, indefeasible and insurable title to the Property free and clear of all liens, encumbrances, taxes, assessments, leases recorded and/or unrecorded, and easements or rights of way over the Land, including without limitation the following: Matters listed as exception item numbers 1 through 8 paid current, and 9 through 18, contained in that certain Preliminary Title Report No. 45006673, dated December 19, 2025, prepared by Title Company ("Preliminary Report"). In all other respects, the Property is to be sold in its "as-is," "where is" condition, without any representations or warranties by Grantor regarding the Property's fitness for any particular purpose, use, condition, or compliance with laws and regulations (except as otherwise expressly provided in this Agreement; see, for example, Sections 7 and 8 below).

[] Title insurance is not required; or [X] Good, marketable, indefeasible and insurable title to the Property is to be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy is to be in the amount of the Purchase Price (or such greater amount as City requests and Title Company agrees), showing title to the Property vested in City. It is a condition precedent to City's obligations under this Agreement that Title Company is able to issue, and at the Close of Escrow issues or is irrevocably committed to issue, the Title Policy to City. Therefore, Grantor shall provide (that is, execute and deliver to Title Company) any Owner's Affidavit or Seller's Statement customarily, usually and/or reasonably required by Title Company in connection with same; and Grantor as well as City will execute and deliver any customary, usual and/or reasonable supplemental escrow instructions required by Escrow Holder; provided, however, that such instructions must not be contrary to the terms of this

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Agreement or increase any party's obligations, liabilities or duties under or pursuant to or as contemplated by this Agreement.

City shall pay all costs Escrow, title insurance, and recording fees incurred in this transaction other than the costs and expenses of any special or other services requested for or on behalf of Grantor; Grantor shall be solely responsible and liable for any such special or other services.

Grantor agrees that if claims are submitted by lienholders, or if there are liens of record as shown on the Preliminary Report, those claims and or liens must be satisfied and deducted from the Purchase Price to be paid to Grantor by the Escrow Holder through the Escrow. Any such claims or liens are to be shown on seller's estimated closing statement provided to Grantor by the Escrow Holder. Since the Property is comprised of a portion of a larger parcel (that is, the Land), partial reconveyances for any deeds of trust must be obtained from the applicable lender or lenders (if necessary, in return for paying down the indebtedness attributable to the Property through the Escrow) and recorded through the Escrow.

Grantor acknowledges that the acquisition of the Property by the City (for the Project) is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor acknowledges that in lieu of condemnation, the Purchase Price to be paid under and pursuant to this Agreement constitutes full and fair compensation and consideration for any and all claims that Grantor has or may have against the City by reason of the acquisition, improvement, possession, use and/or occupancy of the Property, including, without limitation, any and all claims for attorneys' fees, pre-condemnation damages, severance damages, or any other claims; and, therefore, the parties agree as follows:

FULL AND COMPLETE SETTLEMENT IN LIEU OF CONDEMNATION; WAIVER OF DAMAGES: Grantor and City acknowledge and agree that this Agreement, including without limitation the transaction(s) set forth in or contemplated by this Agreement, is (are) a negotiated settlement in lieu of City exercising its power of eminent domain. Grantor and City further acknowledge and agree that City is acquiring the Property under the threat of the power of eminent domain. Grantor acknowledges and agrees that City's acquisition of the Property for the Project is a valid public use. Grantor hereby acknowledges that the compensation paid to Grantor under, through and/or pursuant to this Agreement constitutes the full and complete settlement of any and all claims against City related to City's acquisition of the Property, including but not limited to full payment of just compensation in eminent domain by reason of City's acquisition of the Property, specifically including, but not limited to, any and all rights or claims that Grantor has, may have or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law (California Code of Civil Procedure, Part 3, Title 7, commencing with section 1230.010), or any other law or regulation, except as provided herein. GRANTOR, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, INCLUDING WITHOUT LIMITATION ITS SUCCESSORS-IN-INTEREST, FURTHER KNOWINGLY AND VOLUNTARILY WAIVES AND EXPRESSLY RELEASES AND DISCHARGES CITY AND ANY AND ALL OF CITY'S EMPLOYEES, AGENTS, OFFICERS, SERVANTS, REPRESENTATIVES, CONTRACTORS, SUB-

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CONTRACTORS (OF ALL TIERS) ATTORNEYS, PARTNER AGENCIES, SUCCESSORS AND ASSIGNS, FROM LIABILITY IN REGARD TO ANY CLAIMS FOR THE ACQUISITION OF THE PROPERTY AND THE CONSTRUCTION OF THE PROJECT AS PROPOSED, TO INCLUDE THE FOLLOWING: COMPENSATION FOR THE FAIR MARKET VALUE OF THE REAL PROPERTY TAKEN, PRE-CONDEMNATION DAMAGES, DAMAGES ARISING OUT OF OR RELATED TO THE PLANNING ACTIVITIES FOR THE PROJECT, LOSS OF BUSINESS GOODWILL, LOST PROFITS, LOST RENTS, BUSINESS OPERATION IMPACTS, DAMAGE TO IMPROVEMENTS OR STRUCTURES, SEVERANCE DAMAGES, ANY IMPACT ON FUTURE DEVELOPMENT OF GRANTOR'S REMAINDER PROPERTY, THE IMPACT ON ACCESS RIGHTS, THE IMPACT ON CIRCULATION RIGHTS, THE VALUE OF ANY LEASEHOLD INTEREST, CLAIMS RELATED TO SIGNAGE, CLAIMS RELATED TO VIEWS OR VIEWSHED, CLAIMS FOR ANY FURNITURE, FIXTURES AND EQUIPMENT, ANY RIGHT TO REPURCHASE OR LEASEBACK FROM CITY, OR RECEIVE ANY FINANCIAL GAIN SHOULD CITY DETERMINE TO SELL ANY PORTION OF THE PROPERTY, ANY RIGHT TO CHALLENGE CITY'S ADOPTION OF A RESOLUTION OF NECESSITY, ANY RIGHT TO RECEIVE ANY NOTICES PURSUANT TO CODE OF CIVIL PROCEDURE §1245.235, ANY RIGHT TO ENFORCE ANY OTHER OBLIGATION PLACED UPON CITY PURSUANT TO CODE OF CIVIL PROCEDURE §§ 1230.020 THROUGH 1273.050, ANY OTHER RIGHTS CONFERRED UPON GRANTOR PURSUANT TO CODE OF CIVIL PROCEDURE §§ 1245.245 AND 1263.615 AND 1263.025, AND ANY AND ALL CLAIMS FOR LITIGATION EXPENSES, ATTORNEYS' FEES, STATUTORY INTEREST AND/OR COSTS ARISING OUT OF THE ACQUISITION OF THE PROPERTY AND/OR CONSTRUCTION OF THE PROJECT AS PROPOSED.

In connection with the foregoing unconditional release, Grantor hereby expressly waives the provisions of Section 1542 of the California Civil Code, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Owner's Initials: AL _____

If any eminent domain action that includes the Property, or any portion thereof, has been filed by the City, Grantor hereby agrees and consents to dismissal of said action. Grantor waives any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims for damages, costs, or litigation expenses, including but not limited to attorneys' fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

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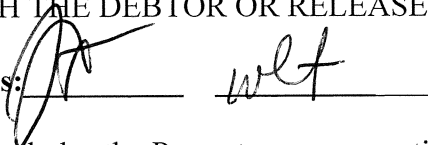
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Owner's Initials: AL je

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Owner's Initials: RK _____

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Owner's Initials: JWS _____

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Owner's Initials: MM JAL

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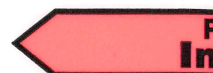
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Owner's Initials: EBL _____



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4. IMPROVEMENTS PURCHASED AND COST TO CURE.

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the City in this transaction as conveyed by the Deed. The price did not include the purchase of any improvements.

Also, included in the amount payable under Clause 3 is payment in full to compensate Grantor for the expense of performing the following work: The price did not include the purchase of any improvements.

5. PROPERTY TAXES AND ASSESSMENTS.

Seller shall timely pay all real property taxes and assessments allocable to the Master Parcel accruing prior to Close of Escrow. Because Buyer is a public agency to whom real property taxes do not apply, no proration of real property taxes will be made through Escrow. Seller will have the right to file for and receive a refund of general and special real property taxes and assessments previously paid by or on behalf of Seller with regard to the Property, which become refundable due to Buyer's status as a public agency. Buyer will cooperate reasonably with Seller's efforts to obtain any such refund.

6. PERMISSION TO ENTER.

Upon execution and delivery of this Agreement by Grantor, Grantor hereby grants to City, its agents and contractors, permission to enter upon the Land, including without limitation the Property, prior to the Close of Escrow. Entry is to be for the purposes of topographic field surveys, environmental investigation and geotechnical investigation purposes only, and subject to all applicable terms and conditions contained in this Agreement and the associated Permanent Easement Deed.

7. POSSESSION.

Grantor agrees that after the City's acceptance of this Agreement, including without limitation the applicable Deed(s) and/or Easement(s) and, upon or after the establishment and opening of Escrow occurs, the date payment (that is, the Purchase Price) is deposited by City into Escrow constitutes the date of possession as well as upon and after which the City may irrevocably enter upon and take as well as continue possession of the Property, notwithstanding the failure of the Close of Escrow to occur, including in the event of termination of this Agreement.

8. LEASE INDEMNIFICATION.

Grantor represents and warrants to and for the benefit of City, its successors and assigns, including without limitation its successors-in-interest, that there are no oral or written leases on all or any portion of the Property exceeding a period of one month. And, if there are any leases not exceeding one month, Grantor shall terminate any such leases prior to

Agreement for Purchase

Andrew A. Lewis, et al

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the Close of Escrow. If there is (are) (i) any lease(s) exceeding one month, or (ii) any lease(s) not exceeding one month that are not terminated prior to the Close of Escrow, then Grantor shall hold harmless and reimburse City for any and all claims, demands, losses, liabilities, damages, costs and expenses, including without limitation attorneys' fees and costs, arising out of, resulting from, related to or otherwise occasioned by reason of any such lease(s) of the Property by a tenant (or tenants).

9. HAZARDOUS WASTE MATERIAL.

Grantor hereby represents and warrants to and for the benefit of City, its successors and assigns, including without limitation its successors-in-interest, that during the period of Grantor's ownership of the Land, including without limitation the Property, there have been no disposals or releases of hazardous substances on, from, or under the Land or the Property. Grantor further represents and warrants to and for the benefit of City, its successors and assigns, including without limitation its successors-in-interest, that Grantor has no knowledge of any disposal or release of hazardous substances, on, from, or under the Land or the Property which may have occurred prior to Grantor taking title to the Property.

Grantor acknowledges and agrees that the Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which requires mitigation under Federal or State law, City reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

10. ENTIRE AGREEMENT.

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property, including but not limited to the transfer of permanent and temporary real property interests described herein above. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are void and of no force and effect. Any amendment to this Agreement is of no force and effect unless it is in writing and signed by the City and Grantor(s).

11. GRANTOR LIABILITY; REAL ESTATE REPORTING PERSON; IDENTIFICATION OF GRANTOR; SURVIVAL; AND COUNTERPARTS.

If Grantor is comprised of more than one person or entity, each of such persons and/or entities is jointly and severally responsible and liable for the obligations, liabilities and duties of Grantor under or pursuant to this Agreement.

Escrow Holder is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4, and the closing statements or any other any settlement statement prepared by Escrow Holder or Title Company is to so provide. Upon the Close of Escrow, Escrow Holder is to file a Form 1099 information return and send the statement to Grantor as required under the aforementioned statute and regulation.

Agreement for Purchase

Andrew A. Lewis, et al

Page 7 of 10

For purposes of identifying the Grantor as the owner of the Property for issuing IRS Form 1099, Grantor shall provide Escrow Holder and City with Grantor's Tax Identification Number and an affidavit in the form required by Treasury Regulations Section 1.1445-2(b)(2) and signed under penalties of perjury, stating that Grantor (or, in the case of a Grantor that is a disregarded entity, its owner for federal income tax purposes) is not a foreign person (within the meaning of Section 1445 of the Code). Additionally, Grantor shall satisfy any similar state requirements, including without limitation permitting the withholding of funds (by City or Escrow Holder as required by law).

In general, any term, provision, covenant, agreement, representation or warranty of a party that has not been fully performed as of the Close of Escrow shall survive the Close of Escrow; and, in particular, the terms, provisions, covenants, agreements, representations and/or warranties in Sections 7, 8 and 9 shall continue after and survive the Close of Escrow.

The parties may execute and deliver this Agreement in counterparts, each of which so executed, irrespective of the date of its execution and delivery, is and is deemed an original, and all such counterparts together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____ as follows:

CITY OF COALINGA,
a municipal corporation

By: _____
Sean Brewer
City Manager

GRANTOR
Andrew Alan Lewis, Trustee of the Andrew
Alan Lewis Revocable Trust Agreement
dated January 5, 1984

By: _____
Andrew Alan Lewis
Andrew Alan Lewis, as Trustee

Joel Nelson, Trustee of the Joel Nelson
2003 Revocable Trust dated August 8, 2003

By: _____
Joel Nelson, Trustee

APPROVED AS TO CONTENT:

Jacob Tanz and Wendy L. Tanz, Trustees
for the Tanz Family 1996 Trust

Name:
Title:

By: _____
Jacob Tanz, Trustee

By: _____
Wendy L. Tanz, Trustee

Agreement for Purchase

Andrew A. Lewis, et al

Page 7 of 10

For purposes of identifying the Grantor as the owner of the Property for issuing IRS Form 1099, Grantor shall provide Escrow Holder and City with Grantor's Tax Identification Number and an affidavit in the form required by Treasury Regulations Section 1.1445-2(b)(2) and signed under penalties of perjury, stating that Grantor (or, in the case of a Grantor that is a disregarded entity, its owner for federal income tax purposes) is not a foreign person (within the meaning of Section 1445 of the Code). Additionally, Grantor shall satisfy any similar state requirements, including without limitation permitting the withholding of funds (by City or Escrow Holder as required by law).

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IN WITNESS WHEREOF, the parties have executed this Agreement on _____ as follows:

CITY OF COALINGA,
a municipal corporation

GRANTOR
Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984

By: _____
Sean Brewer
City Manager

By: _____
Andrew Alan Lewis, as Trustee

Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003

By:  _____
Joel Nelson, Trustee, AKA
Joel David Nelson, Trustee

APPROVED AS TO CONTENT:

Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust

Name:
Title:

By: _____
Jacob Tanz, Trustee

By: _____
Wendy L. Tanz, Trustee

Agreement for Purchase

Andrew A. Lewis, et al

Page 7 of 10

For purposes of identifying the Grantor as the owner of the Property for issuing IRS Form 1099, Grantor shall provide Escrow Holder and City with Grantor's Tax Identification Number and an affidavit in the form required by Treasury Regulations Section 1.1445-2(b)(2) and signed under penalties of perjury, stating that Grantor (or, in the case of a Grantor that is a disregarded entity, its owner for federal income tax purposes) is not a foreign person (within the meaning of Section 1445 of the Code). Additionally, Grantor shall satisfy any similar state requirements, including without limitation permitting the withholding of funds (by City or Escrow Holder as required by law).

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The parties may execute and deliver this Agreement in counterparts, each of which so executed, irrespective of the date of its execution and delivery, is and is deemed an original, and all such counterparts together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____ as follows:

CITY OF COALINGA,
a municipal corporation

GRANTOR

Andrew Alan Lewis, Trustee of the Andrew Alan Lewis Revocable Trust Agreement dated January 5, 1984

By: _____
Sean Brewer
City Manager

By: _____
Andrew Alan Lewis, as Trustee

Joel Nelson, Trustee of the Joel Nelson 2003 Revocable Trust dated August 8, 2003

By: _____
Joel Nelson, Trustee

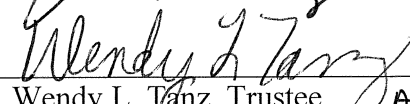
APPROVED AS TO CONTENT:

Jacob Tanz and Wendy L. Tanz, Trustees for the Tanz Family 1996 Trust

Name:
Title:

By: 

Jacob Tanz, Trustee

By: 

Wendy L. Tanz, Trustee, AKA
Wendy Lewis Tanz, Trustee

Agreement for Purchase

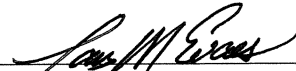
Andrew A. Lewis, et al


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ATTEST:

City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees
for the James M. Evans & Joy E. Evans
Trust Dated November 16, 1993

By: 
James M. Evans, Trustee

By: 
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar
Trust UTD December 29, 1998

By: _____
Roy Kumar, Trustee

Julia W. Simmons, Surviving Trustee of the
Simmons Living Trust dated June 30, 1988

By: _____
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of
the Morris Living Trust dated March 6, 1984

By: _____
Mark Morris, Trustee

By: _____
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate
property

By: _____
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO
Elizabeth Lewis IRA

By: _____
Elizabeth Lewis, Trustee

ATTEST:

City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees
for the James M. Evans & Joy E. Evans
Trust Dated November 16, 1993

By: _____
James M. Evans, Trustee

By: _____
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar
Trust UTD December 29, 1998

By: Roy Kumar
Roy Kumar, Trustee

Julia W. Simmons, Surviving Trustee of the
Simmons Living Trust dated June 30, 1988

By: _____
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of
the Morris Living Trust dated March 6, 1984

By: _____
Mark Morris, Trustee

By: _____
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate
property

By: _____
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO
Elizabeth Lewis IRA

By: _____
Elizabeth Lewis, Trustee

Agreement for Purchase

Andrew A. Lewis, et al

Page 8 of 10

ATTEST:

City Clerk/Deputy City Clerk

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By: _____
Joy E. Evans, Trustee

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Trust UTD December 29, 1998

By: _____
Roy Kumar, Trustee

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Simmons Living Trust dated June 30, 1988

By: Julia W. Simmons
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of
the Morris Living Trust dated March 6, 1984

By: _____
Mark Morris, Trustee

By: _____
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate
property

By: _____
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO
Elizabeth Lewis IRA

By: _____
Elizabeth Lewis, Trustee

Agreement for Purchase

Andrew A. Lewis, et al

Page 8 of 10

ATTEST:

City Clerk/Deputy City Clerk

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By: _____
Joy E. Evans, Trustee

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Trust UTD December 29, 1998

By: _____
Roy Kumar, Trustee

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Simmons Living Trust dated June 30, 1988

By: _____
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of
the Morris Living Trust dated March 6, 1984

By: Mark Morris
Mark Morris, Trustee

By: Jo Ann Morris
Jo Ann Morris, Trustee, AKA
Jo Anne Morris, Trustee

Andrew A. Lewis, as his sole and separate
property

By: _____
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO
Elizabeth Lewis IRA

By: _____
Elizabeth Lewis, Trustee

Agreement for Purchase

Andrew A. Lewis, et al

Page 8 of 10

ATTEST:

City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees
for the James M. Evans & Joy E. Evans
Trust Dated November 16, 1993

By: _____
James M. Evans, Trustee

By: _____
Joy E. Evans, Trustee

Roy Kumar, Trustee of the 1998 Roy Kumar
Trust UTD December 29, 1998

By: _____
Roy Kumar, Trustee

Julia W. Simmons, Surviving Trustee of the
Simmons Living Trust dated June 30, 1988


By: _____
Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of
the Morris Living Trust dated March 6, 1984

By: _____
Mark Morris, Trustee

By: _____
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate
property

By: 

Andrew A. Lewis, AKA
Andrew Alan Lewis

PENSCO Trust Co, Custodian FBO
Elizabeth Lewis IRA

By: _____
Elizabeth Lewis, Trustee

Agreement for Purchase

Andrew A. Lewis, et al

Page 8 of 10

ATTEST:

City Clerk/Deputy City Clerk

James M. Evans & Joy E. Evans, Trustees
for the James M. Evans & Joy E. Evans
Trust Dated November 16, 1993

By: _____
James M. Evans, Trustee

By: _____
Joy E. Evans, Trustee

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Julia W. Simmons, Surviving Trustee

Mark Morris and Jo Ann Morris, Trustees of
the Morris Living Trust dated March 6, 1984

By: _____
Mark Morris, Trustee

By: _____
Jo Ann Morris, Trustee

Andrew A. Lewis, as his sole and separate
property

By: _____
Andrew A. Lewis

PENSCO Trust Co, Custodian FBO
Elizabeth Lewis IRA

By: Elizabeth Lewis
Elizabeth Lewis, Trustee

Agreement for Purchase

Andrew A. Lewis, et al

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EXHIBIT "A"
Multi-Use Trail Easement Monterey to Walnut
Segment No.8 – APN: 071-020-23S

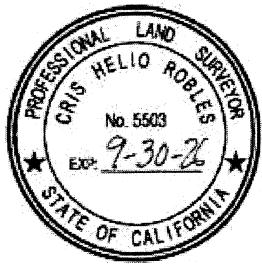
That portion of land situated in the Northwest Quarter of Section 33, Township 20 South, Range 15 East, Mount Diablo Base and Meridian, in the City of Coalinga, County of Fresno, State of California, according to the Official Plat thereof, and being more particularly described as follows:

Commencing at the point of intersection with the Northerly right-of-way line of Walnut Avenue and the Northwesterly right-of-way line of the Southern Pacific Railroad as shown on a Record of Survey, recorded in Book 34 of Record of Surveys at Page 19, Fresno County Records; said right-of-way having been abandoned by Act of Congress on November 6, 1986, and shown on Tract No. 4118, recorded in Book 49 at Page 83, Fresno County Records, said point being on a curve concave Southeasterly having a radius of 3919.82 feet and to which a radial line bears North 38°20'52" West; thence along said Northwesterly right-of-way line Northeasterly 454.08 feet along said curve through a central angle of 6°38'14" to the **True Point of Beginning** and also being the beginning of a curve concave Southeasterly having a radius of 3919.82 feet and to which a radial line bears North 31°42'38" West; thence continuing along said Northwesterly right-of-way line Northeasterly 23.17 feet along said curve through a central angle of 0°20'19" to the beginning of a non-tangent curve concave Southwesterly having a radius of 670.91 feet and to which a radial line bears North 11°30'48" East; thence leaving said Northwesterly line Southeasterly 116.03 feet along said curve through a central angle of 9°54'31" to the beginning of a compound curve concave Southwesterly having a radius of 223.13 feet and to which a radial line bears North 22°22'57" East; thence Southeasterly 107.14 feet along said curve through a central angle of 27°30'44"; thence along a non-tangent line South 48°21'44" West, a distance of 16.01 feet to the beginning of a curve concave Southwesterly having a radius of 207.13 feet and to which a radial line bears North 50°00'47" East; thence Northwesterly 99.75 feet along said curve through a central angle of 27°35'38" to the beginning of a compound curve concave Southwesterly having a radius of 654.91 feet and to which a radial line bears North 21°24'37" East; thence Northwesterly 113.12 feet along said curve through a central angle of 9°53'46" to the beginning of a reverse curve concave Northeasterly having a radius of 747.24 feet and to which a radial line bears South 11°28'59" West; thence Northwesterly 16.94 feet along said curve through a central angle of 1°17'56" to the **True Point of Beginning**.

Said Trail Easement contains 3,624 square feet, more or less.

A portion of APN: 071-020-23S

Prepared by:  4-15-2025
Cris H. Robles, PLS 5503 Date



Agreement for Purchase

Andrew A. Lewis, et al

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EXHIBIT "B"

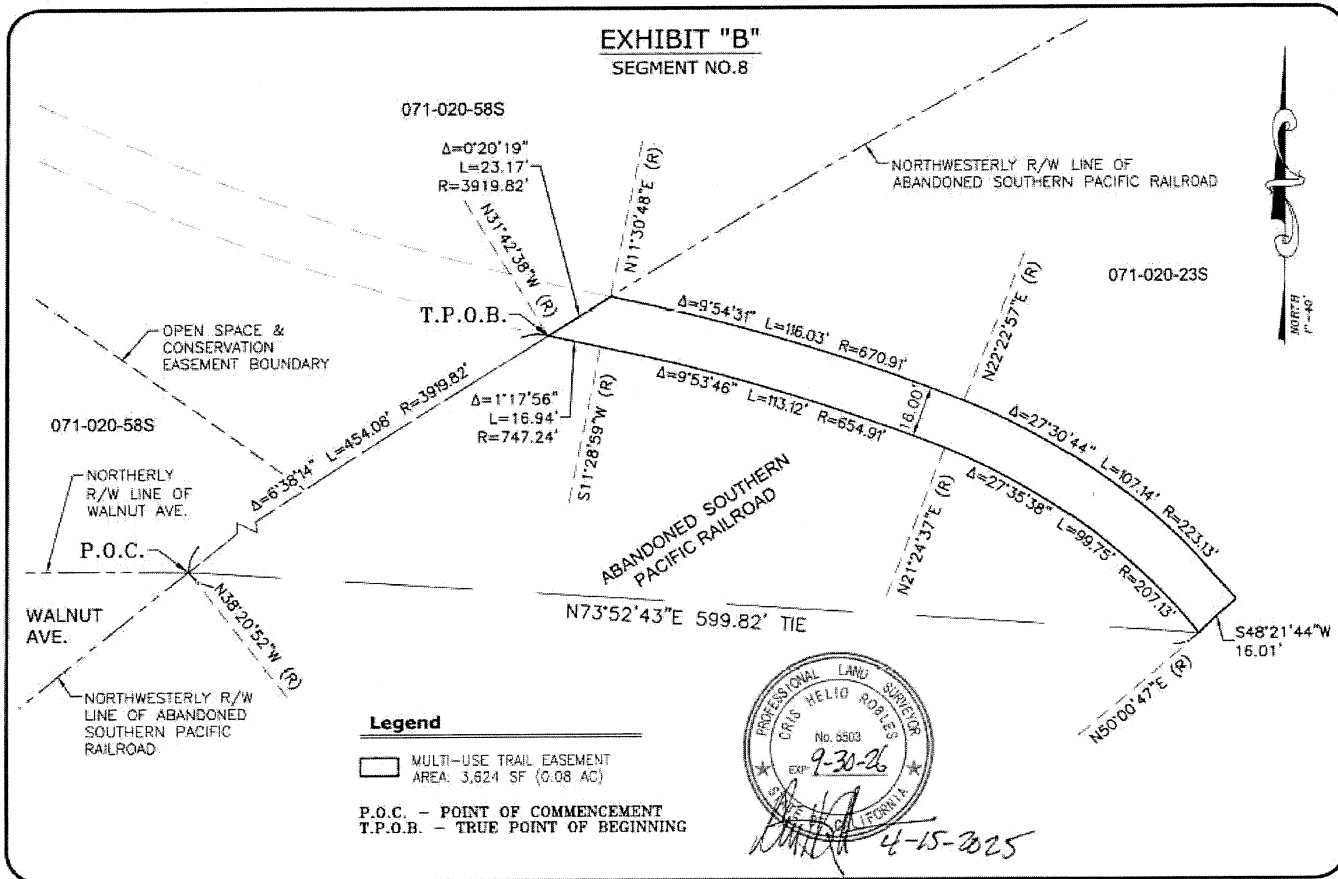


EXHIBIT FOR:
COALINGA MULTI-USE TRAIL
 SEGMENT NO. 8
 APN: 071-020-23S
 COALINGA, CALIFORNIA

TRI CITY engineering
Tri City Engineering, Inc.
 Engineers Surveyors
 4630 W. Jennifer Ave. #101
 Fresno, CA 93722-6415
 PH: 558-447-9075
 FAX: 558-447-9074
 www.TriCityEngineering.com

DATE	APPRVD.	REVISION
Δ	_____	_____
Δ	_____	_____
Δ	_____	_____
Δ	_____	_____

Scale: 1" = 40'
 Date: 04/08/2025
 Drawn: Z.M.
 Checked: D.J.
 JNF#: 2689