

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF FRESNO**

2344 Tulare Street, Suite 200 / Fresno, CA 93721
(559) 621-7600
(559) 498-1870 (Fax)

**Oversight Board to the
Successor Agency to the Redevelopment Agency
of the City of Fresno**

**Executive Director
Marlene Murphey**

**Chair
Terry Bradley**

**Members
Larry Hodges
Alan Hofmann
Debbie Poochigian
Doug Vagin
Rene Watabira
Larry Westerlund**

AGENCY BRIEFING REPORT

Date: February 25, 2016
To: Oversight Board Members
From: Andrew Sanchez
Through: Marlene Murphey
Subject: Agenda Item IV. - 2.

RECEIVED
2016 FEB 22 PM 3 20
CITY CLERK, FRESNO CA

Adopt a resolution approving the sale of approximately 0.71 acres at the northwest corner of Abby and Belmont Avenues (APNs 452-301-25T, 26T, 27T, and 30T) to Samuel P. Mathews and Cara L. Mathews Living Trust (Mathews Harley-Davidson) LRPMP #28.

The purchase offer is for the appraised property value of **\$174,000**.

Attachments: Summary Appraisal
Successor Agency Approval Action
RFP
RFP Submission
Purchase and Sale Agreement
Resolution

Restricted Appraisal Report

APN 452-301-25T – SWC Abby/White Avenues
APN 452-301-26T – NWC Abby/Belmont Avenues
APN 452-301-27T – N/s Belmont, W/o Abby Avenues
APN 452-301-30T – SEC Blackstone/White Avenues
Fresno, CA

June 18, 2014

Prepared For:

Enrique Mendez
Project Coordinator
City of Fresno
2344 Tulare Street, Suite 200
Fresno, California 93721

Prepared By:

A. George Zengel, MAI
Zengel and Associates
1393 West Shaw Avenue, Suite 101
Fresno, California 93711



ZENGEL & ASSOCIATES

Real and Special Use Property Valuation



ZENGEL & ASSOCIATES

Real and Special Use Property Valuation

APPRAISER

A. GEORGE ZENGEL, MAI

1393 WEST SHAW AVE., SUITE 101, FRESNO, CA 93711
559.226.8152 OFFICE 559.226.8605 FAX

SACRAMENTO, CALIFORNIA
916.643.4692 OFFICE

RESEARCH ANALYST

JONATHAN A. AYALA

WEBSITE

WWW.ZENGELASSOC.COM

June 30, 2014

Enrique Mendez
Project Coordinator
City of Fresno
2344 Tulare Street, Suite 200
Fresno, California 93721

RE: Real Property Value – APN 452-301-25T (5,662 SF) – SWC Abby/White Avenues
APN 452-301-26T (7,840 SF) – NWC Abby/Belmont Avenues
APN 452-301-27T (7,600 SF) – N/s Belmont, W/o Abby Avenues
APN 452-301-30T (6,969 SF) – SEC Blackstone/White Avenues

Dear Mr. Mendez:

At your request, I am submitting a Restricted Appraisal Report and analysis of the Market Value of the above identified land parcels. The date of the appraisal is June 18, 2014, the date of the most recent property inspection. The date of the report is June 30, 2014.

This appraisal was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(b). This report is to be used for client use only, by Enrique Mendez, Project Coordinator for the City of Fresno, for personal/private business decision making purposes.

As a result of the examination and conclusions rendered, it is my opinion the subject property as of June 18, 2014, reflected market values as follows:

APN 452-301-25T (5,662 SF)	–	\$34,000
APN 452-301-26T (7,840 SF)	–	\$60,000
APN 452-301-27T (7,600 SF)	–	\$38,000
APN 452-301-30T (6,969 SF)	–	\$42,000

Thank you for the opportunity to be of service to you.

Respectfully submitted,

A. George Zengel, MAI, Appraiser
Fed. I.D. 77-0039584
St. of CA Lic. No. AG003675

Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial, unbiased professional analysis, opinion, and conclusion.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Neither compensation nor engagement was contingent upon the developing or reporting of predetermined results that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- The analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- A. George Zengel has conducted all steps of the appraisal process, and has prepared final drafts of the report.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I, A. George Zengel, MAI, have inspected the property.
- No one provided significant professional assistance to the person signing this report.
- A. George Zengel, MAI, has satisfied the requirements for State of California appraiser certification under the title "Certified General Real Estate Appraiser" and currently meets minimum criteria established by the Appraiser Qualifications Board of the Appraisal Foundation. This license is valid until May 13, 2016.
- As of the date of this report, A. George Zengel, MAI has completed the requirements of the continuing education program of the Appraisal Institute.

By: _____

A. George Zengel, MAI, Appraiser
St. of CA Lic. No. AG003675



ZENGEL & ASSOCIATES

Real and Special Use Property Valuation



City of Fresno

2600 Fresno Street
Fresno, CA 93721
www.fresno.gov

Meeting Minutes - Final City Council

Council President - Steve Brandau
Acting President - Oliver Baines, III

Councilmembers:

Lee Brand, Paul Caprioglio, Clinton J. Olivier,
Sal Quintero, Blong Xiong
City Manager - Bruce Rudd
City Attorney - Douglas T. Sloan
City Clerk - Yvonne Spence, CMC

Thursday, November 20, 2014

1:00 PM

Council Chambers

Regular Session

The City Council met in regular session at the hour of 1:00 P.M. in the Council Chamber, City Hall, on the day above written.

1:13 P.M. ROLL CALL

Present: 7 - Council President Steve Brandau
Acting Council President Oliver Baines
Councilmember Lee Brand
Councilmember Paul Caprioglio
Councilmember Clinton Olivier
Councilmember Sal Quintero
Councilmember Blong Xiong

Invocation by Pastor Bill Baird

Chief Assistant City Attorney Francine Kanne performed the invocation in place of Pastor Baird.

Pledge of Allegiance to the Flag

CEREMONIAL PRESENTATIONS

ID#14-587 Proclamation of "NATIONAL RUNAWAY PREVENTION MONTH"

Sponsors: City Councilmember Baines

PRESENTED

2. **RESOLUTION** - Calling special mailed-ballot election
3. **RESOLUTION** - Declaring election results
4. *****BILL** - (For introduction and adoption) - Levying a special tax for the property tax year 2014-2015 and future tax years within and relating to Community Facilities District No. 11, Annexation No. 57, Final Tract Map No. 5967

Sponsors: Public Works Department

The above item was continued to 3:00 P.M. (#2)

10:00 A.M.#3 (CONTINUE TO 3:30 P.M.)

ID#14-570 PUBLIC MEETING concerning the renewal of the Fresno-Clovis Tourism Business Improvement District

Sponsors: City Manager's Office

The above item was continued to 3:30 P.M.

10:15 A.M. SCHEDULED COMMUNICATION (CONTINUE TO 3:45 P.M.)

JOINT MEETING OF THE CITY OF FRESNO, THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, AND THE FRESNO REVITALIZATION CORPORATION

The City Council met in joint session with the Successor Agency to the Redevelopment Agency of the City of Fresno and Fresno Revitalization Corporation at 3:19 P.M. to discuss the following:

- ID#14-590** Successor Agency to the Redevelopment Agency consider adopting and approving:
1. Adopt finding of Categorical Exemption pursuant to Section 15301/Class 1 of the CEQA Guidelines (no change in existing use) (Successor Agency Action)
 2. Approve Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Fresno and Mathews Harley-Davidson, Inc. for the Sale of Certain Former Redevelopment Agency Parcels located at the northwest corner of Abby and Belmont Avenues (APNs 452-301-25T, -26T, -27T & -30T) within the City of Fresno (Successor Agency Action)

The above item was presented at the Joint Meeting by Successor Agency Executive Director Murphey.

APPROVED

SUCCESSOR AGENCY VOTE

On motion of Chair Baines, seconded by Member Caprioglio, the above item was approved. The motion carried by the following vote:

Aye: 7 - Brandau, Baines, Brand, Caprioglio, Olivier, Quintero and Xiong

ID#14-592 Approve First Amendment to Agreement for Disposal and Sale of Property to Moose Family Center #445 at 5025 E. Dakota (APN 493-020-29ST) (Successor Agency action)

The above item was presented at the Joint Meeting by Successor Agency Executive Director Murphey.

APPROVED

SUCCESSOR AGENCY VOTE

On motion of Vice Chair Caprioglio, seconded by Member Brandau, the above item was approved. The motion carried by the following vote:

Aye: 7 - Brandau, Baines, Brand, Caprioglio, Olivier, Quintero and Xiong

President Brandau exited the Council Chamber at 3:25 P.M. and returned at 3:28 P.M.

2:00 P.M. Special Meeting (separately noticed)

ID#14-625 RESOLUTION - Amending Better Business Act to Incorporate Provisions of the Redevelopment Improvement Act Applicable to the City in its Capacity as Housing Successor

The above item was introduced to Council by Councilmember Brand.

RESOLUTION 2014-191 ADOPTED

On motion of Councilmember Brand, seconded by Councilmember Caprioglio, the above item was approved. The motion carried by the following vote:

Aye: 6 - Baines, Brand, Caprioglio, Olivier, Quintero and Xiong

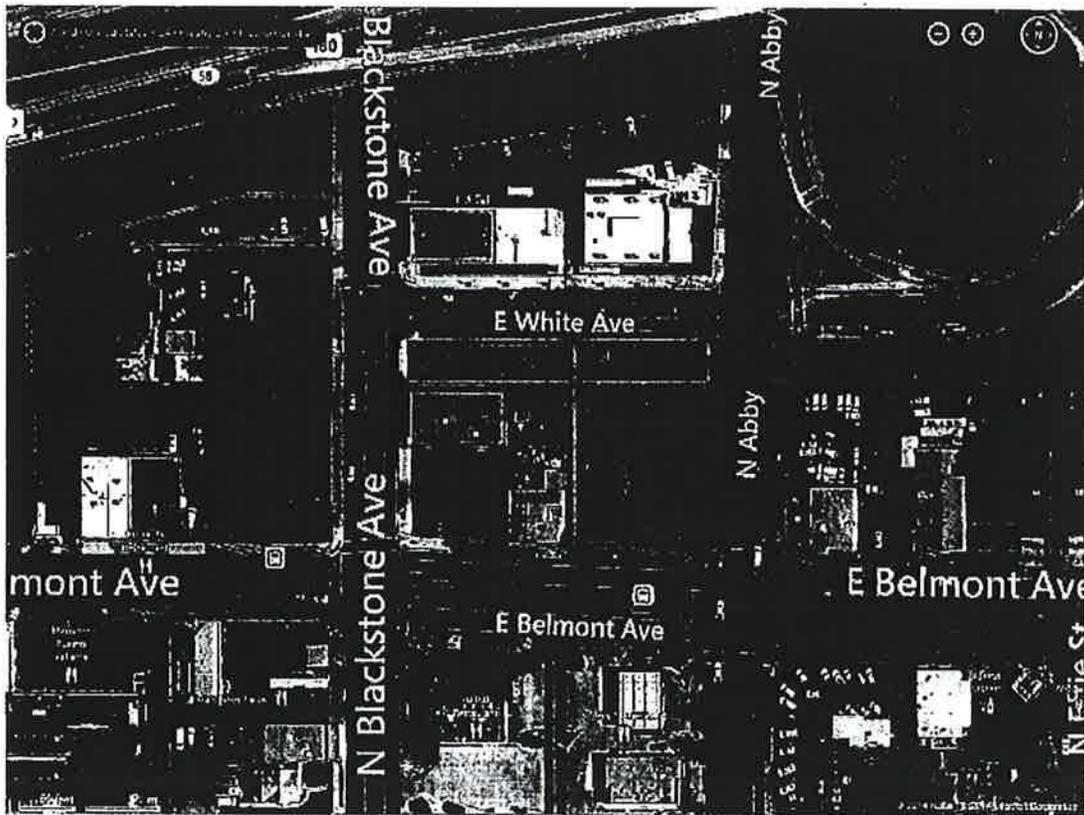
Absent: 1 - Brandau

CONTINUED JOINT MEETING OF THE CITY OF FRESNO, THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, AND THE FRESNO REVITALIZATION CORPORATION



SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY
OF THE CITY OF FRESNO

**Request for Proposals to Purchase
NWC Abby & Belmont Avenues Fresno, CA 93721**



August 27, 2014

**REQUEST FOR PROPOSALS TO PURCHASE
NWC Abby & Belmont Avenues Fresno, CA 93721**

I. OBJECTIVE

The Successor Agency to the Redevelopment Agency of the City of Fresno is offering an opportunity to submit proposals to purchase property totaling 28,071 square feet generally located at the northwest corner of Abby and Belmont Avenues in central Fresno. The subject property consists of four (4) adjacent parcels: 452-301-25T, -26T, -27T & -30T totaling approximately 0.64 acres.

The outcome of the RFP would ideally fulfill objectives to:

Be a use that stimulates and adds community and economic value to the property and surrounding area;

Be a purchase offer of no less than the appraised value with terms for all cash due at the close of escrow. Current value by a third party appraiser has been determined to be \$174,000 per appraisal dated June 18th, 2014.

II. BACKGROUND

The City of Fresno

Fresno is the fifth largest city within the State of California, and is one of the fastest growing, with a population of approximately 500,121 and countywide population of 940,220. It is centrally located in the San Joaquin Valley, mid-way between San Francisco and Los Angeles, and is the business and cultural capital of Central California.

Project Area

The site is located at the northwest corner of Abby and Belmont Avenues south of White Avenue and east of Blackstone Avenue. It is situated within a major transportation hub bounded by and proximate to Freeways 180 to the north, 41 to the east and 99 to the west as well as major rail lines including Amtrak to the east and the Southern Pacific line and future High Speed Rail (HSR) and Station to the southwest. This area is characterized by older retail, auto repair, restaurants, used car sales and gas station/convenience stores along Belmont, Blackstone and Abby avenues surrounded by older single family residential tracts.

Project Site

The Project Site is owned by the Successor Agency, and consists of four (4) parcels totaling approximately 0.64 acres. The Project Site is shown in the attached map and is described in the following:

452-301-25T – This vacant 5,662 SF parcel is zoned C-6 (Heavy Commercial) with a planned land use designation of Commercial Mixed Use Level 2.

452-301-26T – This 7,840 SF parcel is zoned C-6 (Heavy Commercial) with a planned land use designation of Commercial Mixed Use Level 2. Presently has a 25' billboard located on the southern portion of the site.

452-301-27T – This vacant 7,600 SF parcel is zoned C-6 (Heavy Commercial) with a planned land use designation of Commercial Mixed Use Level 2.

452-301-30T – This vacant 6,969 SF parcel is zoned C-6 (Heavy Commercial) with a planned land use designation of Commercial Mixed Use Level 2.

III. SUPPLEMENTAL INFORMATION

Utilities and Easements Water and sewer lines for the Project Site are located in the adjacent street and alley right-of-ways and are not anticipated to pose any significant problems for future service. As directed in the draft Specific Plan, the City is in the process of planning and building a new downtown water tank and distribution mains which will bolster water service for forthcoming downtown development.

Street and Alley Right-of-Ways

All street right-of-ways around the Project Site are improved City streets.

Zoning and Development Standards

The Project Site is zoned C-6 and has a planned land use designation of Commercial Mixed Use Level 2 (Central Area).

Plan Goals

The Proposal shall be consistent with the goals of the Central Area Community Plan, Central City Commercial Redevelopment Project Area Plan, and any other relevant Plans that may be impacted by the proposed development, including goals relating to Community and Economic Development, Urban Design and Planning, and Transportation, and Public Services.

IV. SUBMISSION REQUIREMENTS

Proposal Format/Contents

Proposers should include the following:

Cover Letter

A cover letter that includes the proposer's (or if company, the authorized representative's) name, address, email, telephone, and fax number(s).

Table of Contents

A Table of Contents for the material contained in the response.

Proposer/Buyer

Describe the ownership structure of the Proposer/Buyer (e.g. joint venture,

corporate developer, limited liability corporation, franchisee, etc.). Identify principals, LLC partners or members, etc. as appropriate.

Description of Use

Provide a written narrative that describes the proposed type of use such as parking, office, retail, housing, etc. If improvements will be made to the property: describe the improvements; provide conceptual plan and rendering if available; give estimate of total cost of improvements, construction debt, permanent debt and equity. Estimate total added value from improvements and timeframe to complete. Describe how the proposed use relates to and adds value to the adjacent uses and surrounding area.

Purchase Proposal

A primary objective is to sell the property at a value equal to or greater than appraised value with cash at close of escrow.

- Describe the terms of the purchase offer and financing of the purchase price.

Response Requirements

The total response package should not exceed ten (10) typewritten pages for each component, excluding maps, brochures, and other exhibits which may be included with the package. The extra materials, provided they are not part of the submission package, do not count against the response page limit. Proposals shall be submitted in 8½" X 11" inch format.

Due Date

All proposals are due at the offices of the Successor Agency to the Redevelopment Agency of the City of Fresno by **5:00 p.m. on Tuesday, October 14, 2014**. Postmarks will not be accepted. **Proposals received after this deadline will not be considered.**

Submissions

One (1) unbound original and five (5) copies of the proposal must be submitted. Proposals must be complete and sealed. Facsimile and electronic mails copies are not acceptable and will not be considered. Proposals must be mailed or hand-delivered to:

Enrique Mendez, Project Coordinator
Successor Agency to the Redevelopment
Agency of the City of Fresno
2344 Tulare Street, Suite 200
Fresno, CA 93721

The Agency hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

Submissions are Final

No corrections or modifications to the proposal may be made after the due date.

Confidentiality of Submissions

While the Agency shall endeavor to keep any confidential information private, it reserves the right to release the name of all Proposers, as well as a summary of their proposals, to the media, the public, or any party that requests it.

Inquiries

Questions pertaining to the RFP should be directed to Enrique Mendez, in writing at the above address or via email at: Enrique.Mendez@fresno.gov

Conflict of Interest

The Successor Agency to the Redevelopment Agency of the City of Fresno is attempting to avoid conflict of interest or any appearance of conflict of interest. Therefore, all Proposers and their sub-consultants are required to submit a Disclosure of Conflict of Interest (see Form below) with the Proposal. Provide a Disclosure of Conflict of Interest for you, your firm, and/or other key staff involved in the Project. The statement should include actual conflicts and any working relationships that may be perceived by disinterested parties as conflicts. If no potential conflicts of interest exist, state so in your proposal. Complete and return Attachment C – Disclosure of Conflict of Interest as part of the RFP for the Proposer and each sub-consultant.

V. REVIEW AND SELECTION PROCEDURE

Processing

RFP responses will be handled in the following manner:

Evaluation Process

All responses to the RFP will be evaluated by a Review Committee comprised of representatives from the Agency and may include other relevant entities.

Following the evaluation of the responses, the Review Committee may elect to interview some or all of the respondents or may otherwise seek additional information or clarification of the material submitted or may reject all proposals. The committee will make its recommendation to the Agency.

Right to Reject all Proposals

The Review Committee reserves the right to reject all proposals or to waive minor irregularities. The Agency has no obligation to enter into an agreement with any party with respect to purchase of the site as a result of their response to this offering.

The RFP package contains descriptions of the site and other matters that are deemed accurate. However, the Agency makes no representations with respect

to any factors affecting the development of the site. Prior to entering into an agreement with the Agency, it is assumed that the prospective buyer will complete its own due diligence. The cost of preparing any response to this RFP shall be borne by the respondents and shall not be reimbursed by the Agency.

Agreement to Purchase the Property

The Agency anticipates that it will utilize a Purchase/Sale Agreement. The Agreement is expected to contain the price and terms of purchase.

Upon the Review Committee's recommendation of a proposal and negotiation of an Agreement, the successful Proposer will be required to execute and return the Agreement in a timely manner. Should the successful Proposer fail or refuse to execute the Agreement, the Agency reserves the right to withdraw the recommendation/acceptance of the Proposer and, at its discretion, accept the proposal of another Proposer.

Other Provisions

Sale of the Property is subject to successful Proposer's ability to close escrow before January 2015. It is understood that the selection of a proposal and timeframe are subject to California Redevelopment Law including AB X 1 26 and 1484.

The Agency hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

Non Discrimination Agency Requirement

By submission of this proposal, the applicant represents that it and any subsidiary substantially owned by it, does not and will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliation or opinion, age or medical condition. This requirement will be part of the contract.

VI. ADDITIONAL INFORMATION

Public Records

The proposals received shall become the property of the Agency and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Evidence Code Section 3426.1, and are reasonably marked "Trade Secrets," "Confidential," or "Proprietary" and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the

California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or all of their proposal as exempt from disclosure may be deemed non-responsive. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

Regulated Communication in Procurement Process Ordinance

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance and the Redevelopment Improvement Act.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the Agencies may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

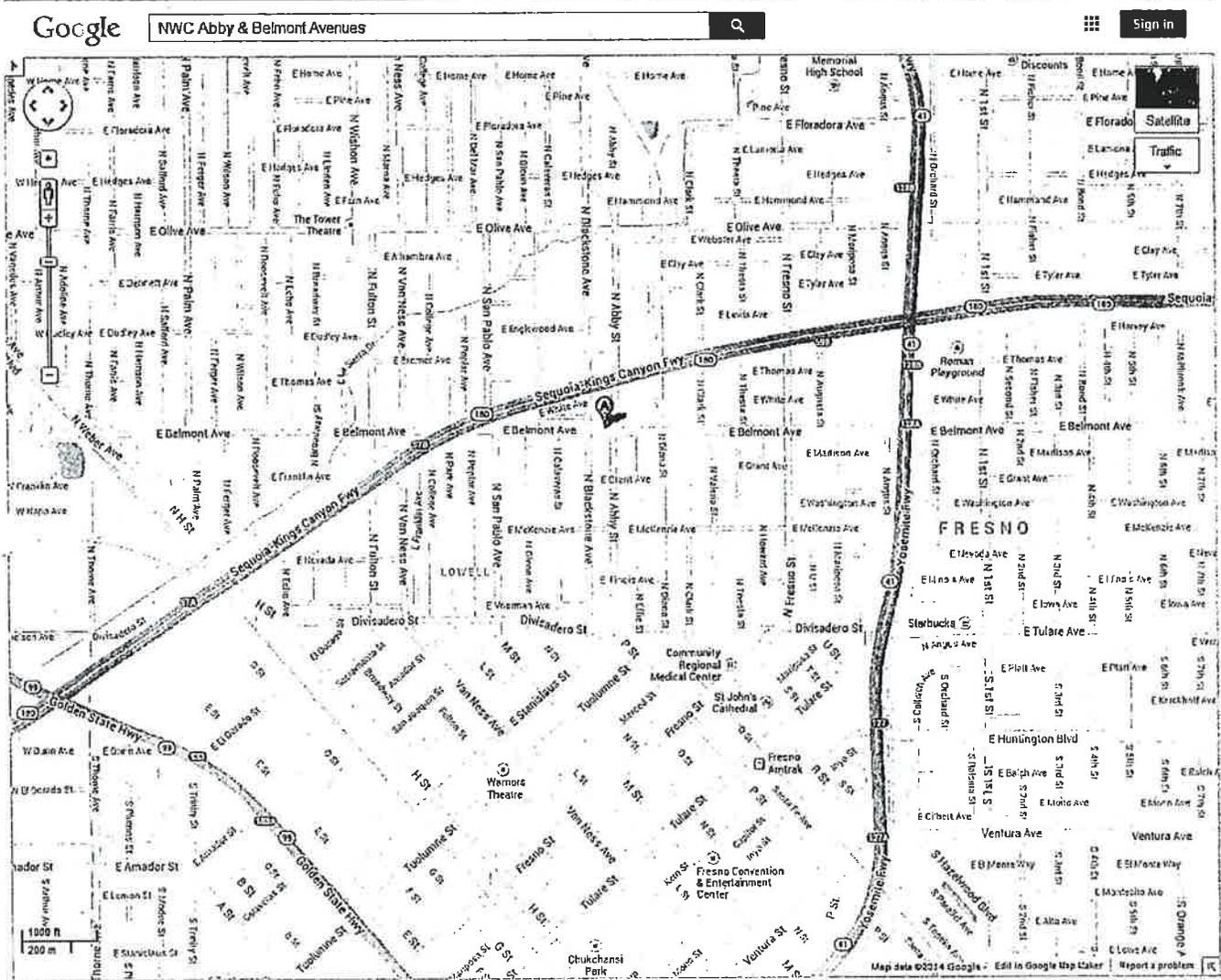
Note: The full text of Fresno Municipal Code Chapter 4, Article 6 may be obtained by logging on to the City's website at <http://www.fresno.gov>. Under "Related Online Resources" on the bottom right portion of the home page click on "Fresno Municipal Code." Or view Fresno Municipal Code at <http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>.

ATTACHMENTS:

- | | |
|--------------|------------------------------------|
| Attachment A | Location Map |
| Attachment B | Aerial Map |
| Attachment C | Disclosure of Conflict of Interest |
| Attachment D | Bibliography |

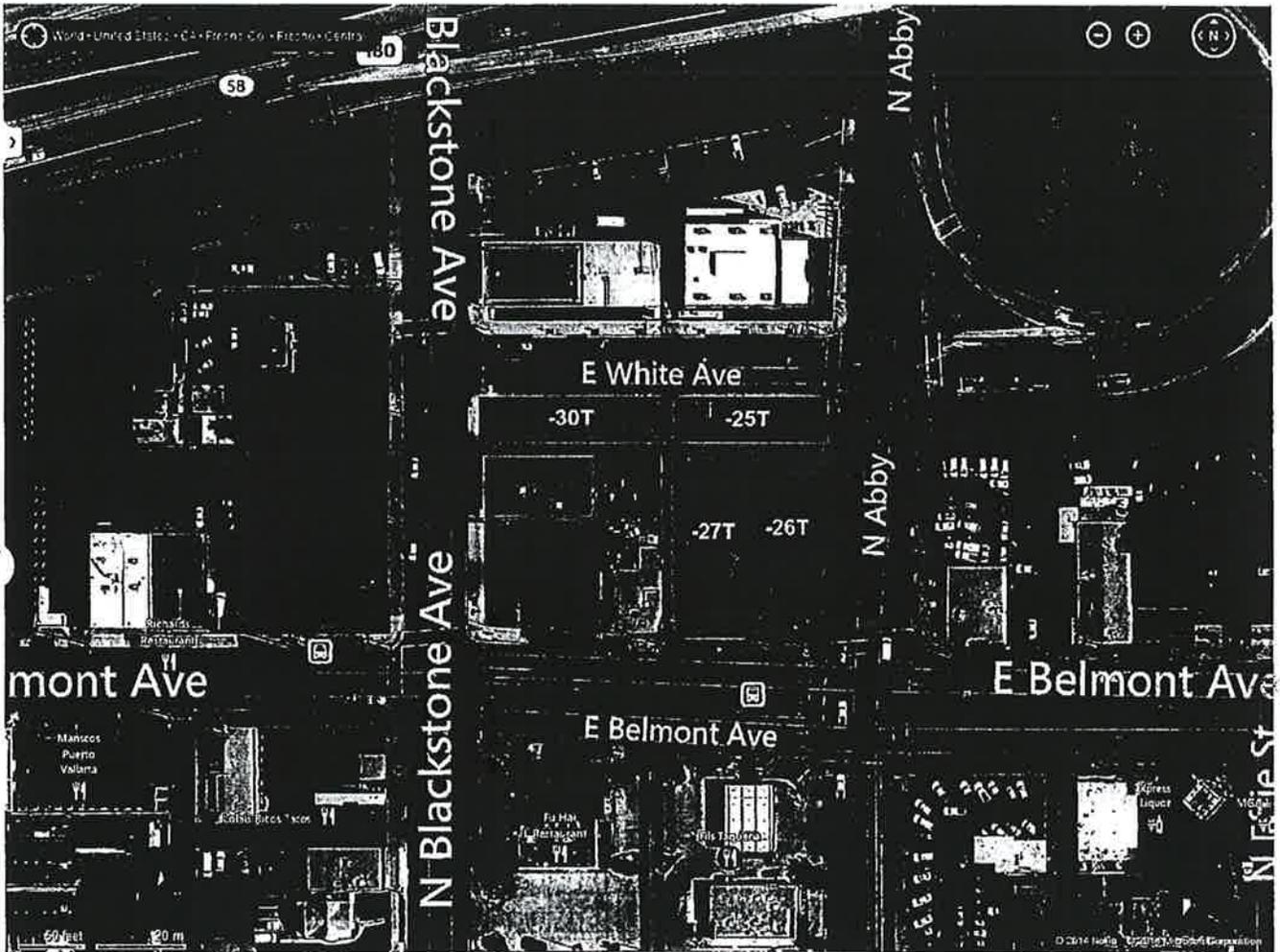
ATTACHMENT A

LOCATION MAP



ATTACHMENT B

AERIAL MAP



apn 452-301-25T
apn 452-301-26T
apn 452-301-27T
apn 452-301-30T

ATTACHMENT C

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Signature _____

 (name)

 (company)

 (address)

 (city state zip)

Additional page(s) attached.

ATTACHMENT D

BIBLIOGRAPHY

The following reference documents are available for review online and/or at the City of Fresno, 2600 Fresno Street, Fresno, California 93721.

2025 Fresno General Plan, City of Fresno, Adopted November 19, 2002

<http://www.fresno.gov/Government/DepartmentDirectory/PlanningandDevelopment/Planning/2025FresnoGeneralPlan.htm> including: Exhibit A – Community Plan Changes Consistent with the 2025 Fresno General Plan, Fresno City Council Resolution Number 2002-379, November 19, 2002

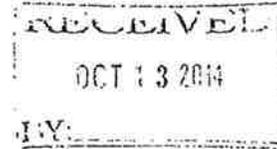
Zoning Ordinance and related Variety Packs, City of Fresno

<http://www.fresno.gov/Government/DepartmentDirectory/PlanningandDevelopment/Planning/ZoningOrdinance.htm>

Fresno Municipal Code (FMC)

<http://www.municode.com/Resources/gateway.asp?pid=14478&sid=5>

COVER LETTER



October 10, 2014

To Whom It May Concern:

In regards to the Request for Proposals to Purchase NWC Abby & Belmont Avenues Fresno, CA 93721 dated August 27, 2014, please consider selecting the existing officer(s) of nearby Mathews Harley-Davidson to purchase, and immediately improve, the four parcels described within.

The primary contacts for any questions, comments, or concerns are as follows:

Melissa Walters (President – Mathews Harley-Davidson)

Cara Mathews (Vice-President – Mathews Harley-Davidson)

548 N. Blackstone Ave / 555 N. Abby St – Fresno, CA 93701

Email: mat-hd@pacbell.net

Phone: (559) 233-5279 or (559) 284-4622 (Melissa Cell)

Fax: (559) 233-5279

The Project Site, consisting of 4 parcels total approximately 0.64 acres, are as follows:

452-301-25T – Vacant 5,662 SF parcel

452-301-26T – Vacant 7,840 SF parcel

452-301-27T – Vacant 7,600 SF parcel

452-301-30T – Vacant 6,969 SF parcel

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Aerial Map.....Pg 8

Disclosure Of Conflict Of Interest.....Pg 9

PROPOSER/BUYER

Cara Mathews, Trustee of the Samuel P. Mathews and Cara L. Mathews Living Trust, will be the buyer. Our legal counsel has advised that it's not in Mathews Harley-Davidson's, an S type Corporation, best interest to title property in the name of the corporation. For your information, the property which Mathews Harley-Davidson resides on is owned by partners Samuel Mathews and Melissa Walters of the Mathews Limited Partnership. The corporation has a lease drawn between Mathews HD and Mathews LP. The corporation intends to enter into a lease for use of the four parcels described within as the purchase would greatly benefit Mathews HD.

DESCRIPTION OF USE

Improvements covering the entire site reflect parking & parking lot lighting, fencing, landscaping, and a proposed building. With the exception of the proposed building, the improvements would be started and completed with immediate urgency. *The future health of Mathews Harley-Davidson is in critical need of additional parking accommodations. Staffing levels alone have increased from an average of eight employees three years ago to a solid eighteen employees in the past two years.* Additional parking will also allow Mathews Harley-Davidson customers to feel more welcomed. Currently, our monthly events and normal Saturday traffic puts extreme stress on our parking stall availability. By offering customers overflow parking directly across the street from the dealership, they may feel more accommodated which would allow them to spend more relaxed time at the dealership and ultimately create a less stressful environment thus allowing a better opportunity to shop longer and potentially spend more than planned! It is believed that customers are currently less likely to pull into a crowded parking lot with no obvious availability of parking stalls and ultimately causing us to lose sales opportunities.

The proposed building would be the host of both storage needs for Mathews Harley-Davidson in addition to a mom & pop style *Café*. Our current customers are often inconvenienced when needing to stay at the dealership for extended periods of time while their motorcycle is having maintenance performed. Having an opportunity to enjoy a cup of coffee, a freshly made burger, or simply make use of free wifi at the *Café* would be well received by not only our customers, but those who frequent the downtown area as well! The proposed building would be planned to begin construction in five years or less.

The total improvements to the site are projected at \$670,000 and would be paid in full with funds readily available and easily provable. There would not be any debt associated with improvements planned.

The officers of Mathews Harley-Davidson believe that further accommodating customers by way of additional parking, and benefits of a *Café*, would further stimulate sales opportunities that will directly support the City Of Fresno by way of sales tax contributions. Removing blight in our surrounding area is something we are committed to and have the financial means to do so. Our recent multi-million dollar expansion serves as proof that Mathews Harley-Davidson has a vested interest in the immediate neighborhood of the proposed properties and intends to consider downtown Fresno "home" for years to come!

PURCHASE PROPOSAL

The purchase offer is equal to the appraised value of \$174,000 with funds immediately available. Financing is not needed. The desire to open/close escrow in a timely fashion is desired.

Respectfully submitted for your review,

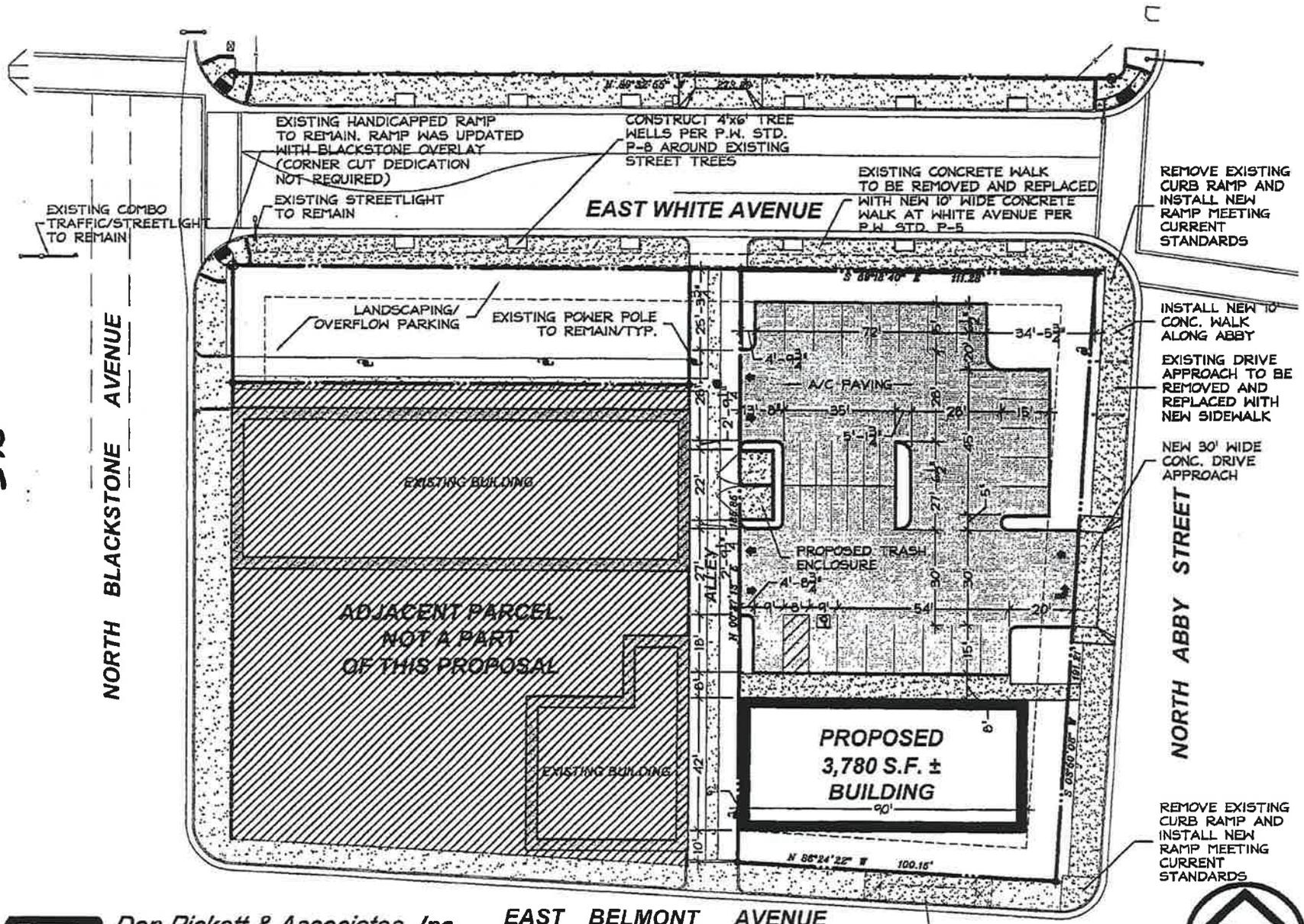


Cara Mathews



Melissa Walters

P65

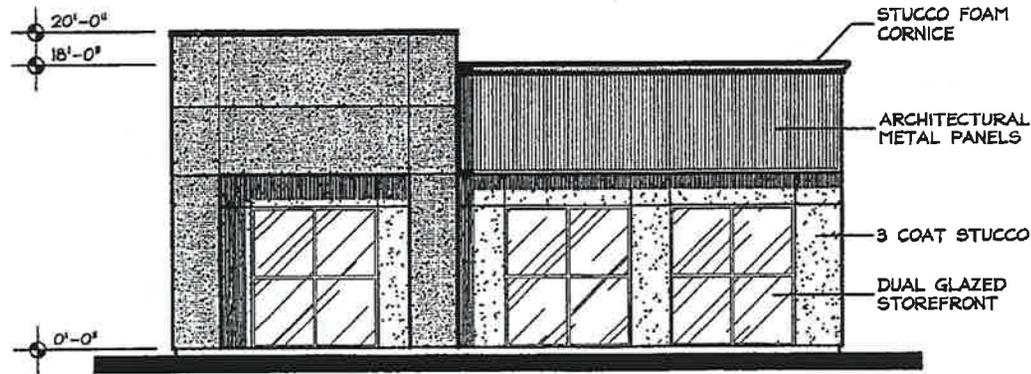


IP Don Pickett & Associates, Inc.
 7395 N. Palm Bluffs Ave., Suite 101
 Fresno, CA 93711-5739

EAST BELMONT AVENUE

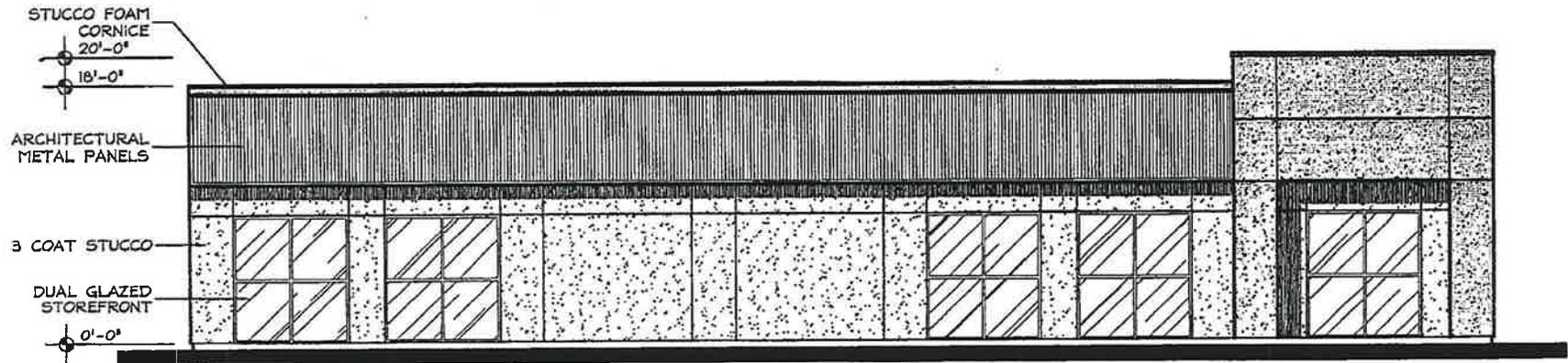
EXISTING DRIVE APPROACH TO BE REMOVED AND REPLACED WITH NEW SIDEWALK





ABBY ELEVATION

9/9/16



BELMONT ELEVATION



Don Pickett & Associates, Inc.
 7395 N. Palm Bluffs Avè., Suite 101
 Fresno, CA 93711-5739



DON PICKETT & ASSOCIATES, INC.
DEVELOP • DESIGN • BUILD

October 2, 2014

Mrs. Melissa Walters
Mathews Harley Davidson
555 N. Abby Street
Fresno, CA 93701

Re: NW Corner of Abby and Belmont, Fresno, CA

Dear Melissa,

We have completed a ballpark budget for a 3,780 square foot building to be constructed on the above referenced site. The proposed building is a pre-engineered steel structure with the exterior elevation consisting of 18' and 20' high parapets and a mixture of stucco and metal wall panels (see attached elevations for example). The ballpark price is \$670,000 and includes the following specifications:

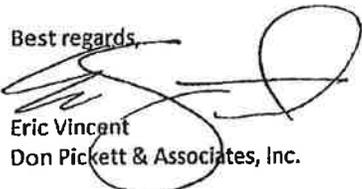
- Architectural plans.
- Engineering: Structural and soils.
- Government fees
- On-site improvements including flatwork and paving.
- Grading and Demo Allowance of \$15,000.00
- Fencing Allowance of \$30,000.00
- Landscape Allowance of \$15,000.00
- 4" concrete slab
- 14'-0" eave height
- PG&E Allowance of \$15,000.00
- \$35,000.00 Allowance for the repair of off-site concrete and installation of new sidewalks around site. This is based on our field survey and estimates and is subject to change based on City's requirements.

Items that have been excluded:

- Phone wiring and system, burglar and fire alarm systems and window coverings.

You will be responsible for providing the construction and permanent financing for the project. Thank you for the opportunity to work with you. In order to move forward, we will need to refine the plans and provide you with an updated price at that time. Please call if you have any questions.

Best regards,


Eric Vincent
Don Pickett & Associates, Inc.

7395 N. Palm Bluffs #101 Fresno, CA 93711
(559) 431-3535 • www.donpickett.com
Contractor License No. 541612

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ATTACHMENT B

AERIAL MAP



apn 452-301-25T
apn 452-301-26T
apn 452-301-27T
apn 452-301-30T

ATTACHMENT C

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Additional page(s) attached.

Cara Mathews
 Signature

Cara Mathews
 (name)

Mathews Harley Davidson
 (company)

555 N Abby
 (address)

Fresno, Ca 93701
 (city state zip)

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body, corporate and politic ("Seller" or "Successor Agency"), and Cara Mathews, Trustee of the Samuel P. Mathews and Cara L. Mathews Living Trust, ("Buyer"), enter into this Real Property Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement"), effective as of the date that the Buyer has executed it and the Agency Board has approved it.

RECITALS

- A. The former Redevelopment Agency was responsible for implementing the redevelopment plan (the "Plan") governing the land area identified as the Central City Commercial Redevelopment Plan Area (the "Project Area"), in accordance with the California Community Redevelopment Law (Health and Safety Code Sections 33000, *et. seq.*; hereafter the "CRL"). The Plan and the CRL authorize the Agency to purchase property for redevelopment purposes.
- B. On January 26, 2012, the City Council adopted Resolution No. 2012-12 electing to serve as the Successor Agency to the Redevelopment Agency of the City of Fresno ("Successor Agency"). Pursuant to Health & Safety Code Section 34181(a) the Oversight Board ("Oversight Board") shall direct the Successor Agency to dispose of certain Property purchased by the former redevelopment agency with tax increment funds expeditiously and in a manner aimed at maximizing value.
- C. The Seller owns certain real property within the Project Area, and the City of Fresno commonly known as APNs 452-301-25T, 452-301-26T, 452-301-27T & 452-301-30T, Fresno, California, and more particularly described in Exhibit A, attached, (the "Property").
- D. Buyer operates an adjacent business in need of room for business expansion and parking. The Property will provide the business with desired room for business expansion and parking. The Buyer has agreed to purchase the property for fair market value at the purchase price set forth herein.
- E. The sale of the Property is contingent upon the approval of the Property Management Plan by the Successor Agency, Oversight Board and ~~Department of Finance.~~

- F. The Buyer desires to purchase the Property on the terms and conditions set forth in this Agreement.

AGREEMENT

- 1 **Purchase and Sale.** Seller will sell the Property to Buyer, and Buyer will purchase the Property from Seller on the terms and conditions set forth in this Agreement. Sale of these Property is subject to compliance with Community Redevelopment Law of the State (California Health and Safety code Sections 33000 *et seq*),
- 2 **Conditions Precedent.** Closing shall be conditioned upon performance of all of obligations in this Agreement and satisfaction of the conditions listed in Sections 2.1, 2.2, and 2.3, provided that Seller may, in Seller's sole discretion, elect to waive any such condition of Closing.
 - 2.1 **Compliance with CEQA.** The applicable lead agency shall have complied with the California Environmental Quality Act with respect to this Agreement, as applicable. The Project has been environmentally assessed and has been determined to be eligible for a Categorical Exemption under Section 15332 Class 32 of the California Environmental Quality Act (CEQA).
 - 2.2 **Environmental Assessment.** The Property is being sold in an "As is" condition. The Buyer may perform a Phase 1 Environmental Site Assessment at Buyer's cost. Seller shall provide Buyer with any copies of environmental reports pertaining to the Property in Seller's possession without any warranty as to their accuracy.
 - 2.3 Approval of this Agreement and the Property Management Plan by Successor Agency, Oversight Board, ~~and Department of Finance.~~
3. **Purchase Price.** The purchase price for the Property is ONE HUNDRED AND SEVENTY-FOUR THOUSAND DOLLARS (\$174,000.00) ("Purchase Price"). The Purchase Price, subject to adjustments provided in this Agreement (if any), will be paid by Buyer in cash or by wire transfer of immediately available funds at the Closing.
4. **Seller's Warranties.** Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, leases, encroachments on the Property from adjacent Property, encroachments from the Property onto adjacent Property, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property; (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with any code, statute, regulation, ordinance, judicial order, judicial holding, or other applicable law concerning the Property; (d) Seller has no knowledge of

any hazardous materials or substances (as now or hereafter defined in any law, regulation, or rule) stored, discharged, or otherwise present in, on, or affecting the Property; (e) Seller has no knowledge of any material defects in the Property; (f) the Property is currently vacant.

Seller's authority to sell the property may be subject to approval of the Oversight Board of the Successor Agency ~~and/or the California State Department of Finance and~~ subject to the timelines set forth in California Health and Safety Code section(s) 34170-34191.

The continued accuracy in all respects of Seller's representations and warranties shall be a condition precedent to Buyer's obligation to close. All representations and warranties contained in this Agreement shall be deemed remade as of the date of Closing and shall survive the Closing. If any of the representations and warranties are not correct at the time made or as of the Closing, Buyer may terminate this Agreement and there shall be no further liability on the part of Buyer to Seller.

5. **Opening Escrow/Escrow Deposit.** Within ten (10) business days after the execution of this Agreement by both parties, the parties will open an escrow ("Escrow") with Fidelity National Title Company at 7475 N. Palm Ave. Suite 101, Fresno California ("Title Company"), Attention: Bernadette Watson, and Buyer shall deposit into Escrow the sum of EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$8,700.00) ("Deposit") to be placed in an interest bearing account.
 - 5.1 **Agreement as Joint Escrow Instructions.** This Agreement, when signed by Buyer and Seller and deposited into escrow with the Title Company, will be the parties' joint escrow instructions. Buyer and Seller will sign and deliver any other form instructions the Title Company may require that are consistent with this Agreement.
 - 5.2 **Deposits into Escrow.** Buyer and Seller will deposit all instruments, documents, money, and other items into escrow with the Title Company that (i) this Agreement identifies or (ii) the Title Company may require that are consistent with the terms and purposes of this Agreement, and necessary to Closing. Within thirty (30) days after the Oversight Board and the Successor Agency Board approve this Agreement, Seller will deposit into the escrow with Title Company, or will conditionally deliver to Buyer, a recordable grant deed duly executed and acknowledged before a notary public, and accompanied by documentation reasonably necessary to establish the authority of any signatory executing such deed on behalf of Seller.
 - 5.3 **Title.** Seller will convey title of the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, leases or agreements, except those agreed to in writing by Buyer.

- 5.4 **Title and Closing Costs.** Seller will pay any costs of clearing and conveying title in the condition described in Section 5.3. Buyer will pay the cost of a CLTA or ALTA owner's title policy insuring Buyer's title in the condition described in Section 5.3. Escrow fees, costs to record the grant deed, etc., shall be split equally between Buyer and Seller.
- 5.5 **Closing.** The escrow will be considered closed ("Closing" or "Close" or the "Closing Date") on the date that the Title Company records the grant deed. The escrow will be in condition to Close when all conditions to Close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the grant deed. Unless extended by the mutual consent of the parties, the escrow and this Agreement shall terminate if Closing does not occur within one hundred and eighty (180) days following final execution of this Agreement (including attestation by the Clerk) (the "Outside Closing Date"). Seller's Executive Director is authorized to agree to administratively extend this Agreement as necessary to accommodate satisfaction of conditions precedent. Upon termination of the escrow, the Title Company will return all funds, including the Deposit, and documents to the respective depositor, less any termination fee if applicable, and this Agreement will be of no further effect except as herein provided. Notwithstanding the foregoing, Buyer shall have the right to extend the Outside Closing Date for up to two (2) extension periods of forty-five days each by providing written notice to the Seller along with making an additional deposit of \$2,500.00 for each extension, such additional deposits to be applicable to the Purchase Price but refundable only in the event of a Seller Default.
- 5.6 **Recordation.** At Closing, Title Company shall date the grant deed, and all other undated documents in escrow, with the date of Closing, and the Title Company shall record the grant deed, performance deed of trust and all other documents necessary to the Closing.
- 5.7 **Disbursements.** At Closing, Title Company shall disburse the Purchase Price, less Seller's costs to clear title (placing it in the condition set forth in Section 5.3), prorations, and other costs, if any, to Seller, when Title Company is committed to issue a standard CLTA or ALTA owner's title insurance policy to Buyer insuring its fee title in the condition set forth in Section 5.3, above, for the Purchase Price or such lesser amount as Buyer may designate.
- 5.8 **Risk of loss.** Any loss or damage, to the Property or any improvements on it, before Closing is at Seller's risk.
- 5.9 **Broker.** Neither party engaged a broker for this transaction.

6 **Delivery of Possession.** Seller shall deliver exclusive possession of the Property at Closing.

7 **Buyer's Right to Enter and Inspect the Property.** Buyer shall have the right to enter, inspect, and conduct any due diligence tests on the property that Buyer deems advisable. Seller grants Buyer, and/or Buyer's agents, the right, upon 24 hours notice, to enter onto the Property to conduct tests and investigations, if all the following occur: (a) Buyer conducts tests and investigations at its sole cost and expense; (b) the tests and investigations do not unreasonably interfere with Seller's possession.

8 **Damage, Destruction, Condemnation.** If the improvements on the Property are destroyed or materially damaged or if condemnation proceedings are commenced against the Property between the date of this Agreement and the Closing, Buyer may terminate this Agreement. If Buyer, however, elects to accept the Property, all proceeds of insurance or condemnation awards payable to Seller by reason of the destruction, damage, or condemnation shall be paid or assigned to Buyer; ~~Seller shall also pay to Buyer the amount of any deductible and coinsurance under any policy.~~ In the event of nonmaterial damage to the Property, which damage Seller is unwilling to repair prior to Closing, Buyer shall have the right either to terminate this Agreement or accept the Property in its then existing condition, in which case Buyer shall be entitled to a reduction in the Purchase Price to the extent of the cost of repairing the damage. If Buyer elects to terminate this Agreement pursuant to this Section, escrow shall terminate and neither party shall have any further duties or responsibilities under this Agreement.

9 **Miscellaneous Provisions.**

9.1 **Further Assurances.** Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

9.2 **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed delivered: (a) on the date of service if served personally on the person to receive the notice, (b) on the date deposited in the U.S. mail, if delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below, (c) on the date of transmission if delivered by facsimile, to the number provided below, that provides a transmission confirmation showing the date and time transmitted, or (d) on the date of transmission if delivered electronically via email and showing the date and time transmitted.

To Seller:
SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF FRESNO, a public body
corporate and politic

Attention: Executive Director
2344 Tulare Street, Suite 200
Fresno, CA 93721
Phone No.: 559.621-7600
Fax No.: 559.498.1870

To Buyer:
Mathews Harley-Davidson, Inc.
Attn: Melissa Walters, President
Cara Mathews, Vice-President
555 N. Abby Street
Fresno, CA 93701
Phone No.: 559.233.5279

- 9.3 **Entire Agreement.** Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement. This Agreement is the entire agreement between the parties regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understanding, written or oral.
- 9.4 **Amendment or Cancellation.** Buyer and Seller may amend or cancel this Agreement only by mutual written consent of the parties, unless otherwise expressly provided herein.
- 9.5 **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder without the consent of Seller.
- 9.6 **Time of the Essence.** Time is of the essence of each term in this Agreement.
- 9.7 **Attorneys' Fees.** If any party to this Agreement or the Title Company begins any action, proceeding, or arbitration arising out of this Agreement, then as between Buyer and Seller, the prevailing party shall be entitled to receive from the other party, besides any other relief that may be granted, its reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration.

- 9.8 **Governing Law.** This Agreement and the legal relations between the parties shall be governed by and construed according to California law. Venue for the filing of any action to enforce or interpret this Agreement or any rights and duties hereunder shall be in Fresno, California.
- 9.9 **Headings.** The section headings in this Agreement are for convenience only. The headings are not part of this Agreement and shall not be used to construe it.
- 9.10 **Waiver.** If Buyer or Seller waives a breach of any provision herein, the waiver will not be a continuing waiver. The waiver will not constitute a waiver of any subsequent breach, or a waiver of a breach of any other provision hereof.
- 9.11 **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.12 **Interpretation.** This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 9.13 **Precedence of documents.** If any conflict exists between the body of this Agreement and any Exhibit or Attachment to it, the provisions of the body of this Agreement will control and take precedence over the Exhibit or Attachment.
- 9.14 **Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. Facsimile or electronic copy signatures shall be deemed as valid and binding as original signatures.
- 9.15 **Survival.** All representations and warranties, indemnifications, and other provisions which, by their nature are intended to continue, shall survive Closing and delivery of the grant deed.
- 9.16 **Seller's Default and Buyer's Remedies.** If the sale of the Property is not consummated due to Seller's material default hereunder that is not cured within five (5) business days of Notice from Buyer of Default, then Buyer shall have the right, to elect, as its sole and exclusive remedy, to either (a) terminate this Agreement by written notice to Seller, promptly after which the Deposit shall be returned to Buyer, (b) waive the default and proceed to close the transaction contemplated herein. Notwithstanding anything to the contrary contained herein, Seller shall not be deemed in default unless and until Buyer provides Seller with

written notice of such default and Seller fails to cure such default within five (5) business days of its receipt of such written notice.

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

BUYER:

Samuel P. Mathews and Cara L. Mathews
Living Trust

By: _____
Cara L. Mathews, Trustee

Dated: _____, 2014

SELLER:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF FRESNO, a public body corporate and politic

By: _____
Marlene Murphey, Executive Director

Dated: _____, 2014

The Successor Agency to the Redevelopment Agency of the City of Fresno has signed this Agreement pursuant to authority granted on _____, 2014

ATTEST:
YVONNE SPENCE, CMC
Ex-officio Clerk

By _____
Deputy

Dated: _____, 2014

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
Ex-officio Attorney

By _____
Deputy

Dated: _____, 2014

Attachments:

Exhibit A: Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1A:

The East 50 feet of the West 100 feet of Lots 19, 20, 21, 22, 23 and 24 in Block 25 of Belmont Addition, as per map recorded in Book 1, Page 39 of Plats, Fresno County Records.

Together with that portion of the South half of the alley lying adjacent to the East 50 feet of the West 100 feet of said Lot 19, as vacated and abandoned by Order of the Council of the City of Fresno, Resolution No. 80-603, a certified copy thereof having been recorded November 6, 1980 in Book 7618 of Official Records, Page 496, Fresno County Records, Document No. 108247, which would pass by operation of law.

Excepting from that portion of the Easterly 50 feet of the Westerly 100 feet of Lot 24 in Block 25 of Belmont Addition to the City of Fresno, described as follows:

Beginning at the Southwest corner of said Easterly 50 feet of said Westerly 100 feet; thence Easterly along the Southerly line of said Lot, 50 feet; thence Northerly along the Easterly line of said Westerly 100 feet of said Lot, 2.74 feet; thence Northwesterly to a point on the Westerly line of said Easterly 50 feet of said Westerly 100 feet, 5.49 feet Northerly of the point of beginning; thence Southerly along said Westerly line 5.49 feet to the point of beginning.

PARCEL 1B:

That portion of the East 1/3 of Lots 21, 22, 23 and 24 in Block 25 of Belmont Addition to the City of Fresno, as per map recorded October 17, 1887 in Book 1 of Plats at Page 39, Fresno County Records, described as follows:

Beginning at the Southwest corner of the East 1/3 of said Lot 24, said Southwest corner bears North 89°47'27" East, 100.00 feet from the Southwest corner of said Lot 24;

Thence (1), along the South line of said Lot 24, North 89°47'27" East, 1.12 feet;

Thence (2), North 3°11'08" East, 90.20 feet to the North line of the South 15 feet of said Lot 21;

Thence (3), along said North line, South 89°48'04" West, 5.96 feet to the West line of the East 1/3 of said Lot 21;

Thence (4), along the West line of the East 1/3 of said Lots 21, 22, 23 and 24, South 0°06'45" West, 90.04 feet to the point of beginning.

PARCEL 1C:

The East 50 feet of Lots 19 and 20 and the East 50 feet of the North 10 feet of Lot 21 in Block 25, of Belmont Addition, as per map recorded October 17, 1887, Book 1, Page 39, of Plats, Fresno County Records.

Excepting therefrom that portion lying Easterly of the following described line:

Beginning at a point in the North line of said Lot 19, said point bears South 89°48'28" West, 40.82 feet, from the Northeast corner of said Lot; thence South 3°11'08" West, 60.13 feet, to a point in the South line of the North 10 feet of said Lot 21, said point bears South 89°48'04" West, 44.04 feet, from the Southeast corner of the North 10 feet of said Lot.

Together with that portion of the South half of the alley lying adjacent to that portion of said Lot 19 described above, as vacated and abandoned by Order of the Council of the City of Fresno, Resolution No. 80-603, a certified copy thereof having been recorded November 6, 1980 in Book 7618 of Official Records, Page 496, Fresno County Records, Document No. 108247, which would pass by operation of law.

PARCEL 2:

That portion of Lots 17 and 18 in Block 25 of Belmont Addition to the City of Fresno, per map recorded October 17, 1887, in Book 1 of Plats at Page 39, Fresno County Records and that portion of the abandoned alley adjoining said Lot 18 on the South, described as follows:

Beginning at the intersection of the centerline of the alley adjoining Lot 18 on the South with the Southerly prolongation of the Westerly line of said Lot 18;

Thence (1), along said Southerly prolongation and said Westerly line, North $0^{\circ}29'02''$ East, 36.09 feet;

Thence (2), South $89^{\circ}32'55''$ East, 111.12 feet to the Westerly line of the land described in the deed to the State of California, recorded July 27, 1954, in Book 3474 at Page 509, Fresno County Official Records;

Thence (3), along last said Westerly line and its Southerly prolongation, South $3^{\circ}35'14''$ West, 35.68 feet to said centerline;

Thence (4), along said centerline, North $89^{\circ}47'10''$ West, 109.19 feet to the point of beginning.

Except that portion of the underlying fee of the alley adjoining said Lot 17 on the West appurtenant to the above described property, lying Northerly of the Westerly prolongation of the above Course (2).

PARCEL 3:

That portion of Lots 5 and 6 in Block 25 of Belmont Addition to the City of Fresno, as per map recorded October 17, 1887, in Book 1 of Plats at Page 39, Fresno County Records and that portion of the abandoned alley adjoining said Lot 6 on the South, described as follows:

Beginning at the intersection of the centerline of the alley adjoining Lot 6 of the South with the Southerly prolongation of the East line of the West 8 feet of Lot 6;

Thence (1), along said Southerly prolongation and the East line of the West 8 feet of said Lots 5 and 6, North $0^{\circ}27'13''$ East, 36.75 feet;

Thence (2), South $89^{\circ}32'55''$ East, 141.59 feet to the East line of said Lot 5;

Thence (3), along last said East line, the East line of said Lot 6 and its Southerly prolongation, South $0^{\circ}29'02''$ West, 36.16 feet to said centerline;

Thence (4), along said centerline, North $89^{\circ}47'10''$ West, 141.57 feet to the point of beginning.

Together with the underlying fee of that portion of the alley adjoining said Lots 5 and 6 on the East appurtenant to said Lots 5 and 6, lying between the Easterly prolongations of the above described Courses (2) and (4).

PARCEL 4:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE WEST 50 FEET OF LOTS 19 TO 24, INCLUSIVE IN BLOCK 25 OF BELMONT ADDITION TO THE CITY OF FRESNO, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 1 PAGES 39 OF PLATS, FRESNO COUNTY RECORDS, TOGETHER WITH THE SOUTH 1/2 OF THAT CERTAIN ALLEY LYING ADJACENT TO THE NORTHERLY BOUNDARY LINE OF SAID LAND, ABANDONED BY THAT CERTAIN ORDER VACATING ALLEYS AND STREET, A RESOLUTION OF WHICH RECORDED NOVEMBER 6, 1980 AS DOCUMENT NO. 108247 OF OFFICIAL RECORDS.

EXCEPT FROM SAID LOT 24 THE FOLLOWING DESCRIBED PORTION:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF BELMONT AVENUE, AS SHOWN AND DESIGNATED ON SAID MAP, WITH THE EASTERLY LINE OF THE ALLEY RUNNING NORTH AND SOUTH THROUGH SAID BLOCK; THENCE EASTERLY, ALONG SAID NORTHERLY LINE OF BELMONT AVENUE 50 FEET; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE EASTERLY LINE OF THE WEST 50 FEET OF SAID LOT 24, 5.49 FEET; THENCE NORTHWESTERLY TO A POINT ON THE EASTERLY LINE OF SAID ALLEY, BEING ALSO THE WESTERLY LINE OF SAID LOT 24, 8.23 FEET NORTHERLY FROM THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF SAID ALLEY, 8.23 FEET TO THE POINT OF BEGINNING.

APN: 452-301-26 (Parcels 1A 1B 1C), 452-301-25 (Parcel 2), 452-301-30 (Parcel 3), 452-301-27 (Parcel 4)

SUBDIVIDED LAND IN POR. SEC. 34, T.13S., R.20E., M.D.B.&M.

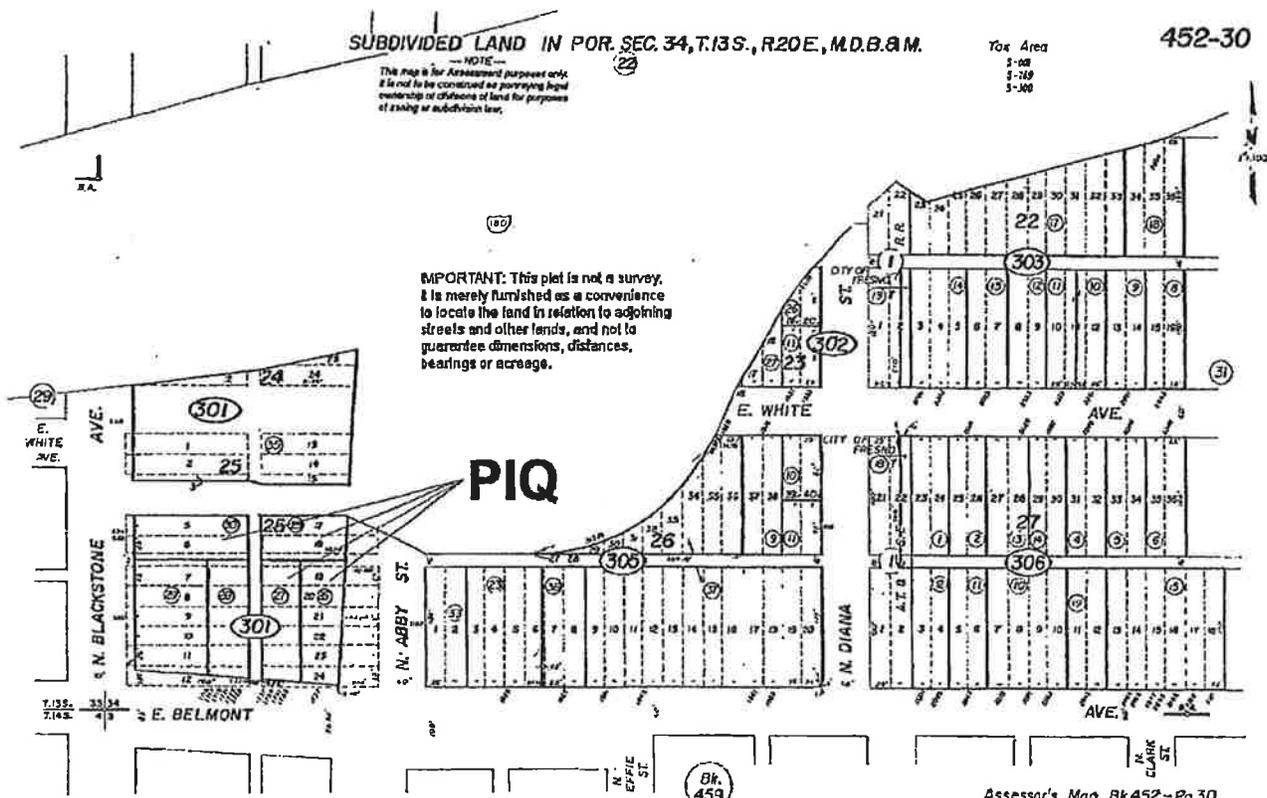
Yor Area
 1-00
 2-100
 3-100

452-30

NOTE
 This map is for Assessment purposes only.
 It is not to be construed as purveying legal
 ownership or divisions of land for purposes
 of taxing or subdivision law.

IMPORTANT: This plot is not a survey.
 It is merely furnished as a convenience
 to locate the land in relation to adjoining
 streets and other lands, and not to
 guarantee dimensions, distances,
 bearings or acreage.

PIQ



Belmont Addition-Plat Bk1, Pg 39

Assessor's Map Bk.452-Pg.30
 County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

OVERSIGHT BOARD RESOLUTION NO. ____

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO APPROVING THE SALE OF APPROXIMATELY 0.71 ACRES OF PROPERTY AT THE NORTHWEST CORNER OF ABBY AND BELMONT AVENUES (APNS 452-301-25T, -26T, -27T, & -30T) TO SAMUEL P. MATHEWS AND CARA L. MATHEWS LIVING TRUST (MATHEWS HARLEY-DAVIDSON, INC.)

WHEREAS, pursuant to AB X1 26 (which became effective at the end of June 2011), as modified by the California Supreme Court's decision in *California Redevelopment Association, et. al. v. Matosantos, et. al.* (53 Cal. 4th 231 (2011)), the Redevelopment Agency of the City of Fresno ("Former RDA") was dissolved as of February 1, 2012 and the Successor Agency was constituted; and

WHEREAS, AB 1484 (which became effective at the end of June 2012) amended and supplemented AB X1 26 (AB X1 26 and AB 1484, together, being referred to below as the "Dissolution Act"); and

WHEREAS, pursuant to the Dissolution Act, all non-housing assets, properties, contracts, leases, books and records, buildings, and equipment of the Former RDA have been transferred to the control of the Successor Agency; and

WHEREAS, pursuant to Section 34191.5(b) of the Dissolution Act, the Successor Agency prepared a long-range property management plan (the "Plan") which addresses the disposition and use of the real properties of the Former RDA, and the Plan was adopted by the Oversight Board on July 7, 2014, submitted to the State Department of Finance ("DOF") for approval on July 9, 2014, and approved by DOF December 18, 2015; and

WHEREAS, the Samuel P. Mathews and Cara L. Mathews Living Trust (Mathews Harley-Davidson, Inc.), wishes to purchase 0.71 acres of real property which is identified in the Plan as Line #28, APNs 452-301-25T, -26T, -27T, & -30T (the "Property") for a total price of \$174,000.00 cash at close of escrow (appraised value); and

WHEREAS, the Successor Agency approved the Purchase Agreement on November 20, 2014.

NOW THEREFORE BE IT RESOLVED BY OVERSIGHT BOARD AS FOLLOWS:

Section 1. The Oversight Board hereby approves the Purchase and Sale Agreement, substantially in the form attached hereto as Exhibit A, and directs the Executive Director to execute the Purchase and Sale Agreement on behalf of the Successor Agency, and to take all such actions as may be required to close escrow and convey the Property pursuant to the Purchase and Sale Agreement.

Section 2. Pursuant to Health and Safety Code Section 34180(j), staff of the Successor Agency is hereby authorized and directed to transmit the Purchase and Sale Agreement to the County Administrative Officer and the County Auditor-Controller.

Section 3. Pursuant to Health & Safety Code Section 34191.5(f), Oversight Board actions to implement the disposition of property pursuant to an approved Plan shall not require review by DOF.

Section 4. The Executive Director is hereby authorized and directed to do any and all things which may be necessary or advisable to effectuate this Resolution and any such actions previously taken are hereby ratified.

Section 5. This Resolution shall be effective in accordance with CRL section 34179(h).

ADOPTED by the Oversight Board this _____ day of _____, 2016.

TERRY BRADLEY
Chair of the Board

I, YVONNE SPENCE, City Clerk/Clerk of the Oversight Board hereby certify that the foregoing resolution was duly and regularly adopted at a meeting of the Oversight Board for the City of Fresno as Successor Agency to the Redevelopment Agency of the City of Fresno at its meeting held on the _____ day of _____, 2016, by the following vote, to wit:

AYES :
NOES :
ABSENT :
ABSTAIN :

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fresno, California, this _____ day of _____, 2016.

Yvonne Spence
City Clerk/Clerk of the Oversight Board

