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Agenda Item: 2 B

Date: 5/1/14

CITY CLERK, FRESNO

# FRESNO CITY COUNCIL



## Supplemental Information Packet

Agenda Related Items – 2 B

Supplemental Packet Date: April 29, 2014

### Item(s)

Actions pertaining to the sale of a portion of the Selland Arena parking lot to Gary Lanfranco, owner of the Cosmopolitan Tavern, to operate a restaurant – City Manager's Office

1. Adopt a finding of categorical exemption pursuant to Article 19, Section 15332(Class 32/In-fill Development) and Section 15312 (Class 12/Surplus Government Property Sales) of the California Environmental Quality Act (CEQA) Guidelines to authorize a sale of a portion of the Selland Arena parking lot to operate a restaurant
2. Approve the material terms of the Purchase and Sale Agreement and Escrow Instructions between the City and Lanfranco, subject to approval as to form by the City Attorney

### **Supplemental Information:**

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

### **Americans with Disabilities Act (ADA):**

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

AGENDA ITEM NO. 2B  
COUNCIL MEETING: 5/01/14  
APPROVED BY \_\_\_\_\_

**Date:** May 1, 2014

DEPARTMENT DIRECTOR \_\_\_\_\_

CITY MANAGER 

**FROM:** Bruce Rudd, City Manager

**BY:** Wilma Quan-Schecter, Deputy City Manager  
Mayor/City Manager's Office 

**SUBJECT:** Actions pertaining to the sale of a portion of the Selland Arena parking lot to Gary Lanfranco, owner of the Cosmopolitan Tavern, to operate a restaurant – City Manager's Office

1. Adopt a finding of categorical exemption pursuant to Article 19, Section 15332 (Class 32/In-fill Development) and Section 15312 (Class 12/Surplus Government Property Sales) of the California Environmental Quality Act (CEQA) Guidelines to authorize a sale of a portion of the Selland Arena parking lot to operate a restaurant
2. Approve the material terms of the Purchase and Sales Agreement and Escrow Instructions between the City and Lanfranco, subject to approval as to form by the City Attorney

## RECOMMENDATIONS

Staff recommends that the City Council approve the following actions pertaining to the sale of a portion of the Selland Arena parking lot to Gary L. and Judy K. Lanfranco, owners of the Cosmopolitan Tavern (Buyer), to operate a restaurant:

1. Adopt a finding of categorical exemption pursuant to Article 19, Section 15332 (Class 32/In-fill Development) and Section 15312 (Class 12/Surplus Government Property Sales) of the California Environmental Quality Act (CEQA) Guidelines to authorize a sale of a portion of the Selland Arena parking lot to operate a restaurant.
2. Approve the material terms of the Purchase and Sales Agreement and Escrow Instructions between the City and Lanfranco, subject to approval as to form by the City Attorney.

## EXECUTIVE SUMMARY

The Cosmopolitan Tavern's current location is in the High Speed Rail (HSR) corridor. City Administration has been actively working with the owner, Gary Lanfranco, to identify a relocation site in downtown that will provide a comparable building footprint while also accommodating adequate parking.

The Buyer will purchase 36,454 square feet of the parking lot on the corner of Ventura and "O" Street to construct a 4,500 square foot restaurant and provide approximately 60 on-site parking spaces for the business. The agreed upon sales price of \$282,518 is less than the appraisal value of \$364,000, but is consistent with the comparable properties identified in the December 12, 2013 appraisal. The City of Fresno will retain right of first refusal, if the Buyer does not build on the property.

## **BACKGROUND**

The Cosmopolitan Tavern currently exists at the southwest corner of Fresno and G Streets and has been a long running establishment in Fresno's downtown. The current location is within the HSR corridor and therefore will need to be relocated. The Buyer desires to relocate within downtown Fresno and has worked closely with city staff and the Administration to find a comparable location.

The 36,454 square foot portion of the Selland Arena parking at the northeast corner of Ventura and O Streets has been identified as a suitable site for the relocation of the Cosmopolitan Tavern. This site will allow the Buyer to construct a 4,500 square foot restaurant with approximately 60 on-site parking stalls.

Staff has negotiated with the Buyer to purchase the subject parcel for an agreed upon amount of \$282,518, which is also based upon comparable appraised values. As detailed in the attached Real Property Purchase and Sales Agreement, the property has been environmentally assessed and it has been determined that the proposed project is exempt under Section 15332 of the CEQA.

Escrow is expected to close the later of the (i) date that is thirty (30) days after the California High Speed Rail Authority acquires Buyer's real property located at 1546 Fresno Street, Fresno, California; or (ii) upon thirty (30) days' notice that Buyer has applied for necessary building permits. City agrees to expedite the permit/development process and to allow Buyer to apply for building permits prior to the close of escrow.

The Buyer will enter into a separate covenant agreement that includes: (1) Consenting to noise and activity related to the use of the Fresno Convention Center; (2) City's right of first refusal to purchase the Property in the event that Buyer does not build on the Property; and (3) City's right to retain use of the Property as part of the parking lot of the larger portion of the Fresno Convention Center property without charge or fee prior to the time of construction on the Property.

## **ENVIRONMENTAL FINDINGS**

Staff has determined that a Categorical Exemption is appropriate, under Section 15332(Class 32/Infill Development) and Section 15312 (Class 12/Surplus Government Property Sales) of the CEQA Guidelines, which exempts this matter from the provisions of CEQA, construction of projects characterized as in-fill development meeting the following conditions: a) the project is consistent with the applicable general plan designation, general plan policies, zoning designation, and regulations, since the site is planned and zoned for civic and convention center type uses and a restaurant is an allowed use in the Civic Center zone district; b) the proposed development occurs within city limits on

a project site of approximately .84 acres, less than the five acre maximum, and is substantially surrounded by urban uses, c) the project site has no value as habitat for endangered, rare or threatened species, d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and e) the site can be adequately served by all required utilities and public services and serve future development of the subject site. Section 15312/Class 12 exempts from the provisions of CEQA the sales of surplus government property except for parcels of land located in an area of statewide, regional, or area wide concern identified in Section 15206(b)(4). The subject property is not located in an area defined in Section 15206(b)(4) and involves the sale of surplus government land and meets the provisions of this CEQA exemption. Furthermore, Staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, Section 15300.2 apply to this project. Staff recommends that the Council, based on its own independent judgment, adopt finding of a Categorical Exemption per staff determination, pursuant to Section 15332, Class 32 and Section 15312, Class 12 of the CEQA Guidelines for the sale of the property for use as a restaurant.

#### **LOCAL PREFERENCE**

N/A

#### **FISCAL IMPACT**

Sale proceeds of \$282,518 will be deposited into the General Fund. Event parking customers will be redirected to the parking garage.

Attachments:           Environmental Assessment No. EA-14-003  
                              Real Property Purchase and Sale Agreement

**CITY OF FRESNO  
CATEGORICAL EXEMPTION  
ENVIRONMENTAL ASSESSMENT NO. EA-14-003**

THE PROJECT DESCRIBED HEREIN IS DETERMINED TO BE CATEGORICALLY  
EXEMPT FROM THE PREPARATION OF ENVIRONMENTAL DOCUMENTS  
PURSUANT TO ARTICLE 19 OF THE STATE CEQA GUIDELINES.

**APPLICANT:** City of Fresno  
Public Works Department  
2600 Fresno Street  
Fresno, California 93721

**PROJECT LOCATION:** At the west corner of Ventura and "O" Streets  
(468-400-01T (portion))

**PROJECT DESCRIPTION:** Conveyance of 36,476 square feet of property from the City of Fresno to a private individual. The conveyance of the property may facilitate the development of a restaurant, the details of which are currently unknown. The subject site is currently used for on-site parking associated with the operations of Selland Arena, Saroyan Theatre and Fresno Convention Center. Properties to the north are developed with parking areas and office space. Property to the east is developed with office space (PG & E Building), while property to the south is the 5<sup>th</sup> District Court of Appeals building. The buildings to the west are Selland Arena and Saroyan Theatre.

**This project is exempt under Section 15332 (Class 32/Infill Development) and Section 15312 (Class 12/Surplus Government Property Sales) of the California Environmental Quality Act(CEQA) Guidelines.**

**EXPLANATION:** Section 15332/Class 32 exempts from the provisions of CEQA, construction of projects characterized as in-fill development meeting the following conditions: a) the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations given that the site is planned and zoned for civic and convention center type uses and a restaurant is an allowed use in the Civic Center zone district, b) the proposed development occurs within city limits on a project site of approximately 0.84 acres, which is less than the five acre maximum, and is substantially surrounded by urban uses, c) the project site has no value as habitat for endangered, rare or threatened species, which would be negatively impacted given that the site is surrounded by urban uses and given that the site is located on a developed parking lot, d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, given that the conditions of approval will implement conditions of approval to reduce potential impacts to a less than significant level and e) the site can be adequately served by all required utilities and public services given that there are sewer and water mains in the streets adjacent to the subject site and there are fire, police and other public services available in the area to serve future development of the subject site.

Section 15312/Class 12 exempts from the provisions of CEQA the sales of surplus government property except for parcels of land located in an area of statewide, regional, or areawide concern identified in Section 15206(b)(4). The subject property is not located in an area defined in Section 15206(b)(4) and involves the sale of surplus government land and thus meets the provisions of this CEQA exemption.

Date: January 27, 2014

Prepared and  
Submitted by:

  
\_\_\_\_\_  
Bonique Emerson, AICP  
Supervising Planner  
City of Fresno  
Dev't & Resource Management Dept.  
(559) 621-8024

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

(Chicago Title Company Escrow No. \_\_\_\_\_)

**DATED:** \_\_\_\_\_, 2014 (hereinafter referred to as the "Effective Date")

**PARTIES:**

- (1) **CITY OF FRESNO**, a California municipal corporation (hereinafter referred to as "City"; and
- (2) **GARY L. LANFRANCO** and **JUDY K. LANFRANCO**, as husband and wife (hereinafter referred to as "Buyer").

**RECITALS:**

This Agreement is made with respect to the following facts:

A. City is the owner of the real property commonly known as Selland Arena Parking Lot (Assessor Parcel Number 468-400-01T)

B. City desires to sell approximately 36,454 square feet of that property to construct a 4,500 square foot restaurant ("Project"). The Property is delineated on Exhibit "A" attached hereto and incorporated herein.

C. The Project has been environmentally assessed and it has been determined that the Project is exempt under Section 15332 (Class 32/Infill Development) and Section 15312 (Class 12/Surplus Government Property Sales) of the California Environmental Quality Act (CEQA) Guidelines.

D. In furtherance of the goals and purposes of the Project and to further promote business and development in Downtown Fresno, Buyer desires to purchase from City and City desires to sell to Buyer the Property (as hereinafter defined in Article 1) on the terms and conditions set forth herein.

**AGREEMENT:**

NOW, THEREFORE, City and Buyer agree as follows:

**ARTICLE 1.**  
**GENERAL TERMS AND CONDITIONS**

1.1 “PROPERTY”. City hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from City, subject to the terms and conditions set forth herein, the following:

(a) Land. The land delineated in Exhibit “A” hereto.

1.2 “PROPERTY” DEFINED. The item described in sub-sections 1.1(a) is hereafter referred to as the “Property”.

1.3 “CLOSE OF ESCROW”. Close of Escrow means the later of the (i) date that is thirty (30) days after the California High Speed Rail Authority) acquires Buyer’s real property located at 1546 Fresno Street, Fresno, California 93706; or (ii) upon thirty (30) days’ notice that Buyer has applied for necessary building permits (City agrees to expedite the permit/development process and to allow Buyer to apply for building permits prior to Close of Escrow).

1.4 “ESCROW COMPANY”. Escrow Company means and refers to CHICAGO TITLE COMPANY.

1.5 “TITLE COMPANY”. Title Company means and refers to CHICAGO TITLE COMPANY.

1.6 “DEPOSIT”. Deposit means and refers to Twenty Eight Thousand Two Hundred Fifty One Dollars (\$28,251.00).

**ARTICLE 2.**  
**CONSIDERATION**

2.1 PURCHASE PRICE AND PAYMENT. The purchase price (“Purchase Price”) to be paid by Buyer to City for the sale and conveyance of the Property shall be Two Hundred Eighty Two Thousand Five Hundred Eighteen Dollars (\$282,518.00) (the Purchase Price is based on \$7.75/sq. ft. x 36,454 sq. ft.), payable to City (less the Deposit and any prorations, costs and any credits due to Buyer at the Close of Escrow) in cash at Close of Escrow.

2.2 DEPOSIT. Within three (3) business days after the mutual execution of this Agreement by the Buyer and the City (which mutual execution shall be confirmed in writing to Buyer by the Escrow Company), Buyer shall deliver the Deposit to the Escrow Company, by wire transfer of immediately available funds. The Deposit shall remain fully refundable to the Buyer until the California High Speed Rail Authority ) acquires Buyer’s real

property located at 1546 Fresno Street, Fresno, California 93706, and all conditions of closing for the benefit of Buyer have been satisfied in writing by Buyer.

2.3 DISPOSITION OF DEPOSIT. If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the entire Deposit shall be credited against the Purchase Price at Close of Escrow. If this Agreement is terminated by either City or Buyer as provided herein, the Deposit (or applicable portion thereof) shall be delivered to the party hereto entitled to same pursuant to the applicable terms of this Agreement pertaining to such termination. Such delivery of funds shall be made on or before the third (3<sup>rd</sup>) business day following receipt of written termination notice by the Escrow Company and the non-terminating party from the terminating party.

### **ARTICLE 3. TITLE TO REAL PROPERTY**

3.1 TITLE TO REAL PROPERTY. A Title Order shall be opened at the same date of Escrow Opening, and the Title Company shall prepare and deliver to Buyer and City a Preliminary Title Report covering the real property portion of the Property, together with copies of each document shown therein as an exception to title (the "Exceptions"). The purchase and sale of the Property is conditioned upon Buyer's approval of said report as provided in Article 4 below. At the Close of Escrow, City shall convey the following to Buyer:

(a) Fee simple title to the Real Property delineated in Exhibit "A" hereto by execution and delivery of a Grant Deed (without recourse) in substantially the form attached as Exhibit 1. At Close of Escrow, Buyer shall receive from the Title Company a CLTA Owner's Policy of Title Insurance with liability in the full amount of the Purchase Price set forth in Section 2.1 herein, issued by Chicago Title Insurance Company, subject only to (i) real property taxes and assessment liens not yet due and payable; and (ii) Covenants, Conditions, Restrictions, Easements, and Rights of Way of Record, approved by Buyer.

### **ARTICLE 4. CONDITIONS TO CLOSING**

4.1 CITY'S CONDITIONS. All of Buyer's material representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Close of Escrow, and Buyer shall have complied with all of Buyer's covenants and agreements contained in a separate covenant agreement, including (i) Buyer's agreement to execute and enter into a covenant consenting to noise and activity related to the use of the Fresno Convention Center; (ii) City's right of first refusal to purchase the Property in the event that Buyer does not build on the Property; and (iii) City's right to retain use of the Property as part of the parking lot of the larger portion of the Fresno Convention Center property without charge or fee prior to the time of construction on the Property.

4.2 BUYER'S CONDITIONS. All of City's material representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of Close of Escrow, and City shall have complied with all of City's covenants and agreements contained in or made pursuant to this Agreement. Buyer's obligations, under this Agreement, are further conditioned upon (i) Buyer's written approval of the Preliminary Title Report; (ii) the sale of Buyer's existing property located at 1546 Fresno Street, Fresno, California 93706 to the California High Speed Rail Authority; and (iii) applying for the necessary building permits for the Project.

## **ARTICLE 5. ESCROW & CLOSING**

5.1 DEPOSIT WITH ESCROW COMPANY AND ESCROW INSTRUCTIONS. Upon execution of this Agreement by the Buyer and City, said parties shall both deposit executed counterparts of this Agreement with Escrow Company and this Agreement shall serve as the instructions to Escrow Company and to the Title Company for consummation of the purchase and sale contemplated hereby. City and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Company and the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control unless the escrow instructions specifically provide that this Agreement is modified.

### 5.2 CLOSING.

(a) Location and Date. The Closing hereunder (the "Closing") shall be held at the offices of CHICAGO TITLE COMPANY, at 7330 N. Palm Avenue, Suite 101, Fresno, California, 93711, as provided in Section 1.3 above. The execution and exchange of documents shall take place at the Closing, subject to the recording of documents and disbursement of funds by Escrow Company. All documents shall be deemed delivered on the date the Deed is recorded.

(b) Delayed Closing. In the event the Closing does not occur on or before Close of Escrow, escrow may close after Close of Escrow so long as either party has not executed and delivered a written notice of termination to Escrow Company; provided such notice may not be given until fifteen (15) days after the Close of Escrow. Upon receipt of a notice of termination, Escrow Company shall return to the depositor thereof items which may have been deposited thereunder.

5.3 DELIVERY BY CITY TO ESCROW COMPANY. Prior to the Close of Escrow, City shall deliver the following documents to Escrow Company.

(a) Grant Deed. A grant deed conveying title to the Property, as set forth in Section 3.1(a) of this Agreement.

Said document, as applicable, shall be duly executed and acknowledged by City, in recordable form, and ready for recordation on Close of Escrow.

5.4 DELIVERY BY BUYER TO ESCROW COMPANY. Prior to the Close of Escrow, Buyer shall cause the following to be delivered to the Escrow Company;

(a) Cash. The cash necessary to pay the Purchase Price, taxes, assessments, escrow costs and fees.

5.5 OTHER INSTRUMENTS. City and Buyer shall each deliver such other instruments and cash as is reasonably required by Escrow Company or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

5.6 CLOSE OF ESCROW. Provided that Escrow Company has received the documents, instruments and funds described in Article 5 hereof, that Escrow Company has not received written notice from either Buyer or City that any of the conditions to Closing set forth in Article 4 have not been satisfied or waived, or that any of the representations and warranties made by either Buyer or City are untrue either as of the date of this Agreement or as of the Close of Escrow, and provided further the Title Company is able to deliver to Buyer the policy of title insurance described in Section 3.1(a) hereof, Escrow Company is authorized and instructed on Close of Escrow to:

(a) Grant Deed. Record the Grant Deed with the Fresno County Recorder.

(b) Excess Proceeds. Deliver the excess proceeds from escrow to City.

(c) Policy of Title Insurance. Cause the Policy of Title Insurance referenced in Sub-section 3.1(a) to be delivered to Buyer.

5.7 PRORATIONS AND APPORTIONMENTS.

(a) Property Taxes. All non-delinquent property taxes and current rents of the Property shall be prorated to the date of Close of Escrow.

(b) Costs and Expenses. Buyer shall pay the premium for the Title Policy and the cost of any documentary or other transfer taxes applicable to the sale. Buyer and City shall share equally all other costs and charges of the escrow for the sale.

**ARTICLE 6.  
REPRESENTATIONS AND WARRANTIES OF CITY**

6.1 REPRESENTATIONS AND WARRANTIES OF CITY. City hereby represents and warrants to Buyer that City has full authority to enter into this Agreement and all documents executed by City which are to be delivered to Buyer at the Closing are or at the time of Closing will be duly authorized, executed and delivered by City and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which City is a party or to which City or the Property is subject.

6.2 DISCLAIMER "AS IS". Buyer is purchasing the Property in its "AS IS" condition. City makes no representations or warranties, express or implied, other than as set forth herein:

City represents and warrants that: (a) before Close of Escrow, City owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) City has no knowledge of any pending litigation involving the Property, (c) City has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) City has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the Close of Escrow and the recording of the grant deed.

**ARTICLE 7.  
REPRESENTATIONS AND WARRANTIES OF BUYER**

7.1 REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to City that Buyer has full authority to enter into this Agreement and all documents executed by Buyer which are to be delivered to City at the Closing are or at the time of Closing will be duly authorized, executed and delivered by Buyer and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer or the Property is subject.



9.6 MERGER OF PRIOR AGREEMENTS. This Agreement constitutes the entire agreement between the parties, whether it is written or verbal, with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

9.7 TIME OF THE ESSENCE. Time is of the essence of this Agreement.

9.8 ELECTRONIC AND FACSIMILE SIGNATURES. Electronic and facsimile signatures shall have the same force and effect as original signatures.

9.9 COUNTERPARTS. This Agreement may be executed in counterparts and as executed shall constitute one and the same agreement, binding on all parties hereto, even though all parties do not sign the original or the same counterpart.

9.10 SOLE AND EXCLUSIVE REMEDY. The parties agree that in the event that Buyer is not satisfied with title, or if City fails to satisfy any closing condition or any other provision in this Agreement, Buyer's sole and exclusive remedy shall be to either close over any such defect without adjustment/abatement to the Purchase Price, or terminate this Agreement and receive the return of any money previously deposited in escrow.

9.11 APPROVAL BY COUNCIL. It is understood and agreed that this Agreement shall have notice in effect until approved by Council of the City of Fresno.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF FRESNO,  
a California municipal corporation

**Buyer**

By: \_\_\_\_\_  
Bruce Rudd  
City Manager

\_\_\_\_\_  
GARY L. LANFRANCO

\_\_\_\_\_  
JUDY K. LANFRANCO

ATTEST:  
Yvonne Spence, CMC  
City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
Douglas T. Sloan  
City Attorney

By: \_\_\_\_\_  
Tei Yukimoto, Assistant

- Exhibit 1: Grant Deed
- Exhibit A: Legal Description
- Exhibit B: Parcel Depiction

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

**When Recorded, Mail To:**  
Gary L. & Judy K. Lanfranco  
1546 Fresno Street  
Fresno, CA 93706

**Mail Tax Statements To:**  
Gary L. & Judy K. Lanfranco  
1546 Fresno Street  
Fresno, CA 93706

THE UNDERSIGNED GRANTOR(S) DECLARE(S)  
DOCUMENTARY TRANSFER TAX IS \$ \_\_\_\_\_  
 computed on full value of property conveyed  
 computed on full value less value of liens or  
Encumbrances remaining at time of sale  
 Unincorporated Area  
 City of Fresno

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 468-400-01T (portion)

PW-2014-15331

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, the CITY of FRESNO, a municipal corporation, GRANTOR, hereby GRANTS to Gary L. Lanfranco and Judy K. Lanfranco, husband and wife, GRANTEES, all that certain real property situated in the City of Fresno, County of Fresno, State of California, more particularly described as follows:

See Exhibits "A" and "B" which are attached and incorporated herein

CITY of FRESNO, a municipal corporation

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

APPROVED AS TO FORM:

DOUGLAS T. SLOAN  
CITY ATTORNEY

By: \_\_\_\_\_, Deputy

## EXHIBIT "A"

APN 468-400-01T (portion)  
Grant Deed

That parcel of land being a portion of Block 123 of the Supplement Map to the Town (now City) of Fresno, according to the map thereof recorded in Volume 1 of Plats at Page 26, Fresno County Records, together with a portion of that 20 foot wide alley in said Block 123 vacated by City of Fresno Resolution No. 2008-89 recorded May 13, 2008, as Document No. 2008-0069388, Official Records of Fresno County, said parcel being more particularly described as follows:

BEGINNING at the easterly corner of Lot 16 of said Block 123; thence N 40°57'52" W, along the northeasterly line of said Block 123, a distance of 226.56 feet; thence, leaving said northeasterly line, S 49°00'40" W, parallel with the southeasterly line of said Lot 16, a distance of 161.00 feet; thence S 40°57'52" E, parallel with and 161.00 feet southwesterly of said northeasterly line, a distance of 226.56 feet to the southwesterly prolongation of the southeasterly line of said Lot 16; thence N 49°00'40" E, along said southwesterly prolongation and along said southeasterly line, a distance of 161.00 feet to the POINT OF BEGINNING.

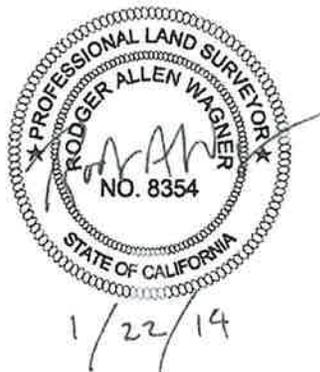
SUBJECT TO an easement for public street purposes as dedicated by City of Fresno Resolution No. 2004-405, recorded December 17, 2004 as Document No. 2004-0282354, Official Records of Fresno County.

ALSO SUBJECT TO all other easements, covenants, and restrictions of record.

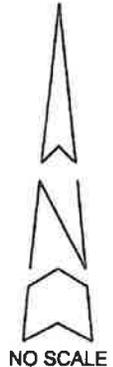
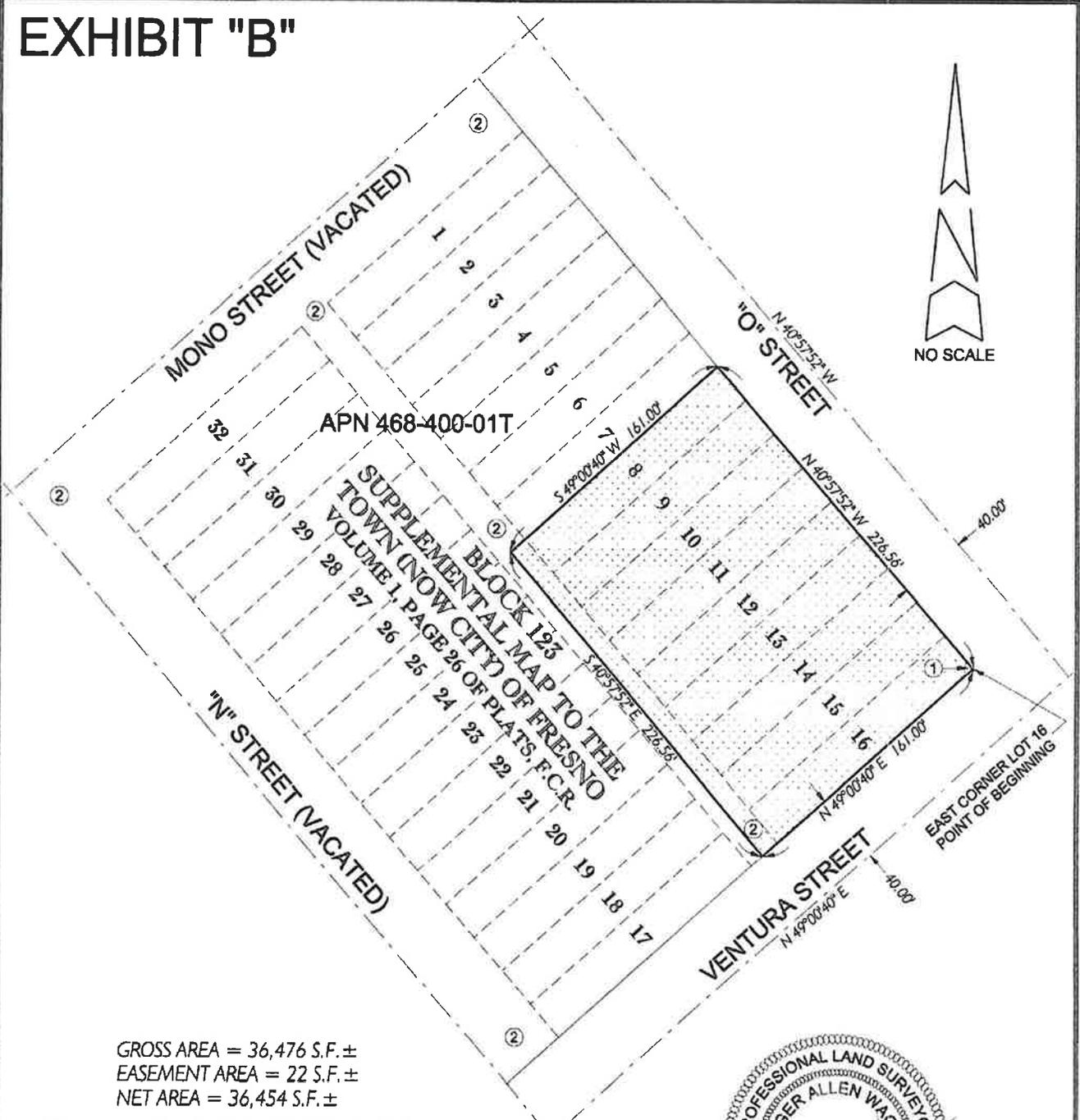
Gross area = 36, 476 square feet, more or less.

Area of public street easement = 22 square feet, more or less.

Net area = 36,454 square feet, more or less.



# EXHIBIT "B"



GROSS AREA = 36,476 S.F. ±  
 EASEMENT AREA = 22 S.F. ±  
 NET AREA = 36,454 S.F. ±

- ① = PREVIOUSLY DEDICATED FOR PUBLIC STREET PURPOSES BY CITY OF FRESNO RESOLUTION NO. 2004-405 RECORDED 12/17/2004 AS DOCUMENT NO. 2004-0282364, O.R.F.C.
- ② = PREVIOUSLY VACATED BY CITY OF FRESNO RESOLUTION NO. 2008-89 RECORDED 5/13/2008 AS DOCUMENT NO. 2008-0089388, O.R.F.C.

INDICATES AREA TO BE GRANTED



1/22/14

REF. & REV. 2014-003 PLATS 2756 & 2757	<b>CITY OF FRESNO</b> DEPARTMENT OF PUBLIC WORKS	PROJ. ID. ES00011    RES TYPE _____ FUND NO. 10101 ORG. NO. 200601	
<b>PARCEL TO BE GRANTED                  BY THE CITY OF FRESNO</b>		DR. BY AJ CH. BY RAW DATE JAN. 15, 2014 SCALE NO SCALE	SHEET NO. 1 OF 1 SHEETS <b>15-A-8998</b>