# 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 Vagim**
**Rene Watahira**
**Larry Westerlund**

## *AGENCY BRIEFING REPORT*

| | |
|---|---|
| Date: | June 8, 2016 |
| To: | Oversight Board Members |
| From: | Andrew Sanchez |
| Through: | Marlene Murphey |
| Subject: | Agenda Item IV. – 1. |

- PROPERTY: LRPMP #8 is approximately 0.21 acres located at 1260 "A" Street (APNs 467-154-15T and -16T). The property appraised for $28,000. A Phase I ESA was completed.

- BACKGROUND: The property has been marketed through Property Disposition Guidelines (PDG) Method A: Open Market Solicitation (Request for Offer to Purchase). The parcel is within the first tier or group of 9 properties (out of 54) to be sold. Updated appraisals were obtained for parcels with value above $30,000. Environmental Assessments were obtained pursuant to the PDG. On February 5, 2016 the property was listed on LoopNet.com, the leading online commercial real estate marketing website. The LoopNet Listing is shown in the attachments. Also, by February 5, 2016 a freestanding highly visible billboard sign was placed on the site. Offers were requested by May 31, 2016. As of that date, the property had been listed on LoopNet and had highly visible on-site signage for at least 115 days. The Successor Agency's website also provided information including the PDG and Long Range Property Management Plan (LRPMP). Area commercial real estate brokers were notified of the listed properties by email. Subsequently a follow up courtesy reminder was sent to brokers. As

of May 24, 2016, the Agency had responded to 153 inquiries on all properties including those in the initial group of nine listed properties. On May 24th the Agency sent to all 153 parties a courtesy email notice that offers were due by May 31, 2016 on the nine listed properties.

- OFFER: The Agency received the following offer:
    - California Asset Management, LLC - $28,000

Attachments: Offer Letter
Summary Appraisal
LoopNet Listing
Resolution
PSA

CALIFORNIA ASSET
MANAGEMENT, LLC

May 28, 2016

Mr. Enrique Mendez
Senior Project Manager
Fresno Redevelopment Successor Agency
2344 Tulare St., Suite 200 Fresno, California 93721

Dear Mr. Mendez:

Letter of Intent to Purchase Properties on "A" and Merced Street, Fresno, CA 93706
(Lots: 1260/1264 A Street - APN: 467-154-15T &
Lot: 1024 Merced Street - 467-154-16T)

Thank you for sending me the listing information about the above properties. I would like to purchase both lots for $28,000.00 in cash transaction and closing escrow of 30 days from the acceptance of my offer. I would like open an escrow at North American Title Company (Kim Grimm or Peggy Bennett as escrow officers).

I would appreciate it very much if you be kind enough and submit our offer to the RDA Oversight Board for their consideration and approval.

I look forward to hearing from you soon.

Sincerely,

Manuchehr Shahrokhi, Ph.D.
President, California Asset Management, LLC

P.O. Box 28164, Fresno, California, USA 93729 - Phone: 559-241-4990; EMAIL: CALASSET@gmail.com

rpa
Real Property Analysts
rpa Wakefield & Hopper, Inc.
6740 N. West Avenue, Suite 107
Fresno, California 93711
(559) 261-9136 FAX (559) 261-9165
E-Mail rpa@rpaappraisal.com

September 9, 2014

Enrique Mendez
Project Coordinator
Successor Agency to the Redevelopment Agency of the City of Fresno
2344 Tulare St.
Fresno, California 93721

RE: Vacant Lot
1260-64 "A" Street & 1024 Merced Street
Fresno, California 93721
Fresno County APN(s) 467-154-15T, 16T

Dear Mr. Mendez:

In fulfillment of the agreement outlined in the letter of engagement dated August 6, 2014, we are pleased to present the attached report of our appraisal of the Fee Simple interest in the referenced parcel of real estate, as of August 22, 2014. This appraisal report was prepared on September 9, 2014.

The report sets forth our opinion of market value along with supporting data and reasoning which form the basis of our opinion. The value reported is qualified by the certification set forth on pages 2 and 3, and by the certain definitions, limiting conditions and the scope of work set forth on pages 7 through 12 of this report.

As a result of our analysis, we have formed an opinion that the market value (as defined in the Report), subject to the definitions, certifications, extraordinary assumptions, hypothetical conditions, and limiting conditions set forth in the attached Report, was:

| **Valuation & Exposure Time** | |
|---|---|
| As-Is Value (August 22, 2014): | $28,000 |
| Exposure Time: | 6 to 12 Months |

**THIS LETTER MUST REMAIN ATTACHED TO THE REPORT, WHICH CONTAINS 33 PAGES PLUS RELATED EXHIBITS, IN ORDER FOR THE VALUE OPINIONS SET FORTH ABOVE TO BE CONSIDERED VALID.**

The report was prepared for and our professional fee billed to Successor Agency to the Redevelopment Agency of the City of Fresno. It is intended only for the use of the intended users specified in this report. It may not be distributed to or relied upon by other persons or entities without our written permission.

Sincerely yours,

**REAL PROPERTY ANALYSTS**

Tiffany R.V. Mach, MAI
CA #AG025952
Expires August 28, 2015

Lawrence D. Hopper, MAI, SRA
CA #AG001738
Expires July 12, 2016

LoopNet
LoopNet



This Land Property is For Sale.

# 1260 A Street
# Fresno, CA 93706

$28,000

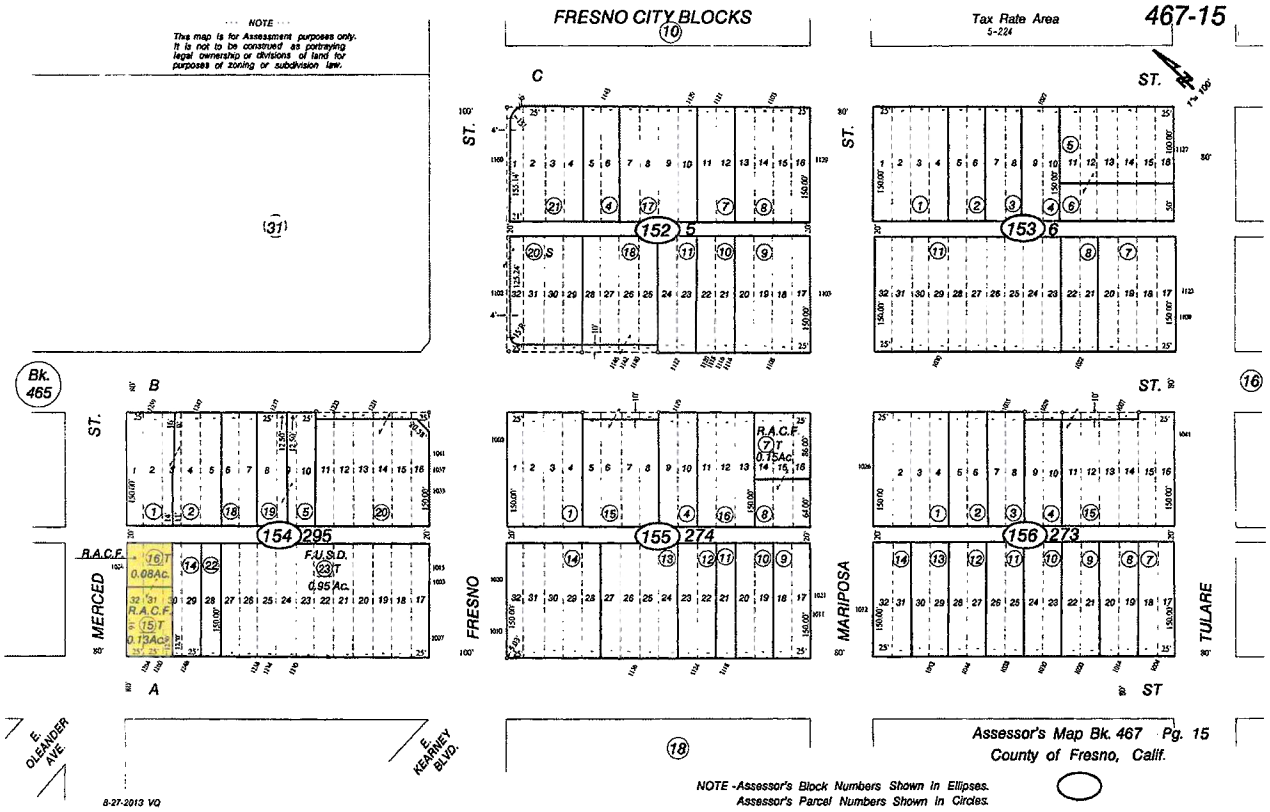
0.13 - 3,484.80 SF Land For Sale

Share Watch Property Get Financing

Watch This Property

Get notified about changes to this listing to stay in the loop.

Watch Property
Create Report Print




Contact Listing Broker
Presented by

Redevelopment Agency

Contact Listing Broker

Redevelopment Agency
559-621-7600

Already a member? Log In

Contact Listing Broker

Presented by

Redevelopment Agency

New to LoopNet? No problem. We'll automatically create a free account for you. By clicking the button, you agree to LoopNet's Terms of Use and Privacy Policy.

Hmm, there seems to have been an error sending your message Please try again.

Thanks! Your message was sent.

Send another message >

Location Map

# Land For Sale

Expand Map Directions Street View

Price $28,000 Property Sub-type Commercial/Other (land)
Lot Size 0.13 - 3,484.80 SF Property Use Type Vacant/Owner-User
Property Type Land Total Lot Size 0.21 AC
Find out more...
Listing ID: 19618316 Date Created: 02/02/2016 Last Updated: 06/02/2016

## 2 Lots Available

Price $28,000 Lot Type Commercial/Other (land)
Lot Size 0.13 SF APN / Parcel ID 467-154-15T
Price/SF $215,384.62

Price $28,000 Lot Type Commercial/Other (land)
Lot Size 0.08 AC APN / Parcel ID 467-154-16T
Price/AC $350,000.01

## Description

*** NOTE - Please submit written offers no later than 5:00PM Tuesday, May 31, 2016

Vacant adjoining parcels (APNs 467-154-15T & -16T)
Zoning: C-6 - Heavy Commercial
West of Highway 99 @ Merced & A Streets

This property is being offered through:
A. OPEN MARKET SOLICITATION (Request for Offer to Purchase)
Successor Agency will prepare written solicitation for sale of property which may include a single parcel or group of parcels (the Property). Such written solicitation may include but shall not be limited to: APN(s); Location; Zoning; Size; and Listing price.
The listing price for the Property shall be not less than fair market value established by an appraisal. Purchase price shall be all cash at closing, no seller financing.
Highest purchase price shall guide selection. Where there are two or more offers Agency may request a highest and best offer. Offers presented for approval will generally be in the form of a written purchase and sale agreement (or similar instrument). Nothing in the Disposition Guidelines shall obligate the Successor Agency or Oversight Board to select an offer. The Agency and Oversight Board may, in the exercise of their discretion, accept, conditionally accept or reject any or all offers submitted.
See attached PROPERTY DISPOSITION GUIDELINES for more information and visit our website at: http://www.fresnorda.com/

## Attachments

PROPERTY DISPOSITION GUIDELINES
Phase I ESA
Sample Purchase Agreement

## Research

1260 A Street, Fresno, CA 93706 (Fresno County)

Property Record Data - Historical Listings, current tax, mortgage, owners & tenant info for this property

Fresno Market Trends - Asking price index trends, sale price trends, asking rent trends

Demographics - Review demographics in this neighborhood

## Redevelopment Agency's Other Listings

**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 0.21 ACRES AT 1260 'A' STREET (APNS 467-154-15T & 467-154-16T) (LRPMP #8) TO CALIFORNIA ASSET MANAGEMENT, LLC**

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, and submitted to the State Department of Finance ("DOF") for approval on July 9, 2014, and is still under review by DOF; and

WHEREAS, California Asset Management, LLC wishes to purchase 0.21 acres of real property which is identified in the Plan as Line #8, APNs 467-154-15T & 467-154-16T (the "Property") for the appraised price of $28,000.00 cash at close of escrow.

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 Successor Agency, 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 June, 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 June, 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 June, 2016.

_____
Yvonne Spence
City Clerk/Clerk of the Oversight Board

# 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 CALIFORNIA ASSET MANAGEMENT, LLC, ("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 both the Agency and Oversight Board have approved it.

## RECITALS

A. The Seller owns certain real property within the Project Area, and the City of Fresno commonly known as APNS 467-154-15T & 467-154-16T, and more particularly described in Exhibit A, attached, (the "Property").

B. The former Redevelopment Agency was responsible for implementing the redevelopment plan (the "Plan") governing the land area identified as the Central Business District 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.

C. 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.

D. The Buyer has agreed to purchase the entire parcel as-is.

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

This Agreement shall not come before the Successor Agency or Oversight Board for approval until it is executed by the Buyer. This Agreement shall not be binding until approved by both Successor Agency and Oversight Board, and fully executed by all parties. Neither Successor Agency nor Oversight Board have any obligation to approve this Agreement, and Buyer shall have no claim for damages due to failure by either body to approve this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

## 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 by Successor Agency and Oversight Board.

3. **Purchase Price.** The purchase price for the Property is TWENTY-EIGHT THOUSAND DOLLARS ($28,000.00) ("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 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 7485 N. Palm Ave. Suite 106, Fresno California ("Title Company"), Attention: Bernadette Watson, and Buyer shall deposit into Escrow the sum of ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400.00) (5% of total purchase price) ("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 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 (45) 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. **Miscellaneous Provisions.**

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

8.2 **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:**
CALIFORNIA ASSET MANAGEMENT, LLC
Attention: Manuchehr Shahrokhi, Ph.D.
P.O. Box 28164
Fresno, CA 93729
Phone No.: 559.241.4990

8.3 **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.

8.4 **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.

8.5 **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.

8.6 **Time of the Essence.** Time is of the essence of each term in this Agreement.

8.7 **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.

8.8 **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.

8.9 **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.

8.10 **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.

8.11 **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.

8.12 **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.

8.13 **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.

8.14 **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.

8.15 **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.

8.16 **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:

CALIFORNIA ASSET MANAGEMENT, LLC

By: _____
Manuchehr Shahrokhi, Ph.D., President

Dated: 6/1/16, 20___

SELLER:

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

By: _____
Marlene Murphey, Executive Director

Dated: _____, 20___

The Successor Agency to the Redevelopment Agency of the City of Fresno has signed this Agreement pursuant to authority granted on_____, 20___

ATTEST:
YVONNE SPENCE, CMC
Ex-officio Clerk

By_____
Deputy

Dated: _____, 20___

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

By_____
Deputy

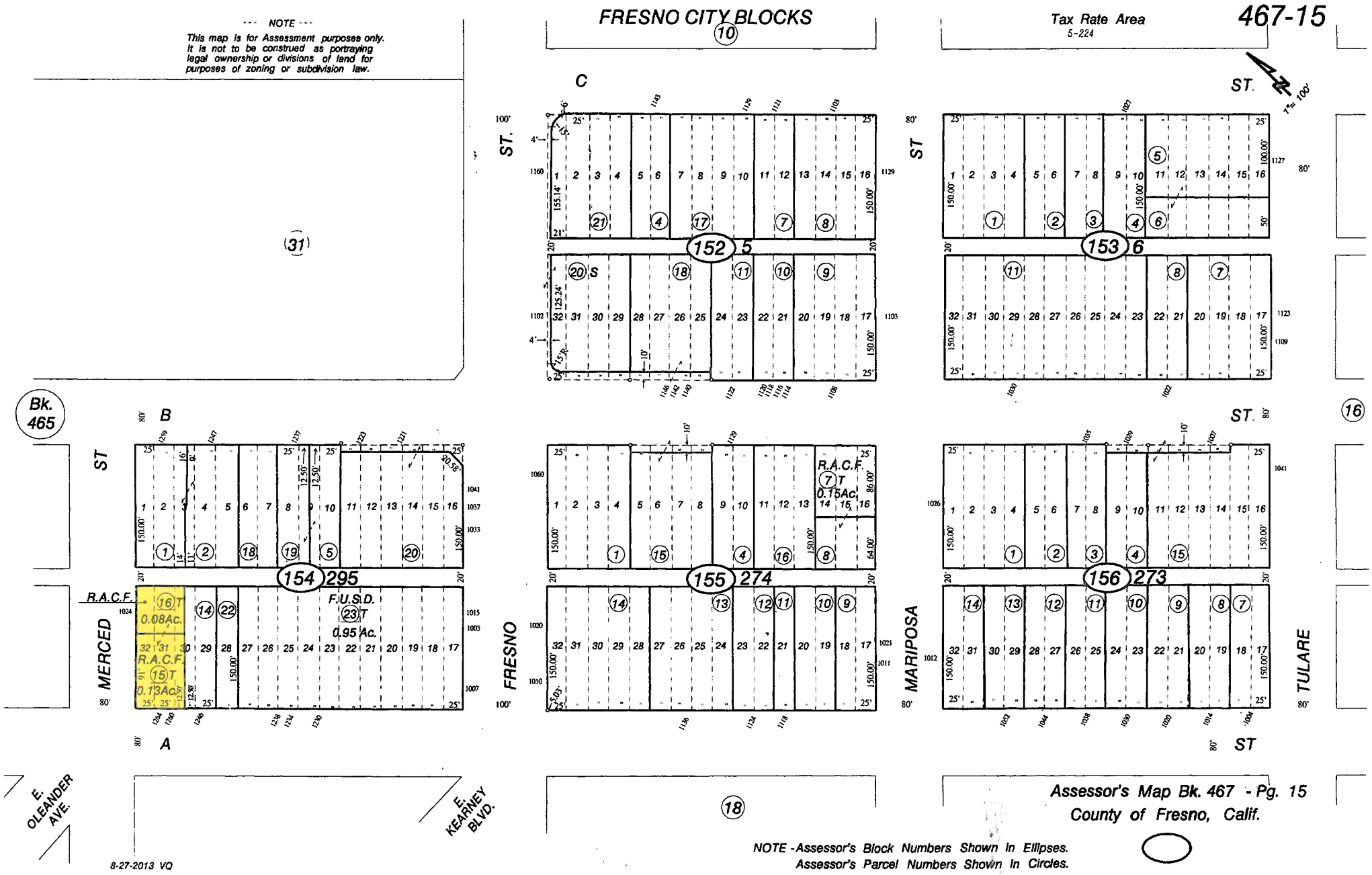
Dated: _____, 20___

Attachments:

Exhibit A: Legal Description

**EXHIBIT "A"**

**LEGAL DESCRIPTION**




Assessor's Map Bk. 467 - Pg. 15
County of Fresno, Calif.

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