

**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

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CITY CLERK, FRESNO CA

AGENCY BRIEFING REPORT

Date: February 25, 2016
To: Oversight Board Members
From: Andrew Sanchez
Through: Marlene Murphey
Subject: Agenda Item IV. – 19.

Approve the previously approved purchase and temporary construction easement at 1129 Broadway Plaza (APN 466-215-20T) and 1822 Fresno Street (APN 466-214-17T). (Previously approved by the Oversight Board OB Resolutions 24 and 25)

- a. The previously approved purchase and sale agreement price is for the appraised value of **\$83,600.00**.
- b. The previously approved purchase and sale agreement price is for the appraised value of **\$22,300.00**.

Approve a purchase and sale agreement with the State of California, acting by and through the State Public Works Board on behalf and with the consent of the High Speed Rail Authority for acquisition of 1.03 acres at 740 W. Olive Avenue (APN 450-154-09T) formerly known as the Bel Air Motel, LRPMP #18.

- c. The purchase offer is for the appraised property value of **\$580,000** which consists of the subject property (APN 450-154-09T) at \$534,000 and the adjacent Housing Successor parcel (APN 450-154-01T) at \$46,000.

Attachments: OB Resolution 24 and 25
Contracts for 1129 Broadway Plaza and 1822 Fresno Street
Summary Appraisal
Offer Letter for 740 W. Olive Avenue
Contract for 740 W. Olive Avenue
Resolution for 740 W. Olive Avenue

OVERSIGHT BOARD RESOLUTION NO. OB-24

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO APPROVING THE SALE OF APPROXIMATELY 536 SQUARE FEET AND TEMPORARY CONSTRUCTION EASEMENT OF APPROXIMATELY 2,931 SQUARE FEET AT 1822 FRESNO STREET (APN 466-214-17T) TO STATE OF CALIFORNIA

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, State of California, wishes to purchase 0.01 acres, including 536 square feet in fee and 2,931 square feet for a 60-month temporary construction easement, of real property which is identified in the Plan as Line #56 APN 466-214-17T (the "Property"); and

WHEREAS, the purchase price for the sale is \$6,987 and the purchase price for the temporary construction easement is \$15,336, for a total price of \$22,300.00 (rounded) cash at close of escrow, pursuant to the terms of the Right of Way Contract attached hereto as Exhibit A; and

WHEREAS, the proposed disposition was approved by the Successor Agency on June 19, 2014 as part of the Plan; and

WHEREAS, the Oversight Board desires to authorize execution of the Right of Way Contract and to direct staff to submit the Oversight Board action to the DOF for approval; and

WHEREAS, the Right of Way Contract is effective upon approval by the Oversight Board, the Successor Agency, and the DOF.

NOW THEREFORE BE IT RESOLVED BY OVERSIGHT BOARD AS FOLLOWS:

SECTION 1. The Oversight Board hereby approves the Right of Way Contract, substantially in the form attached hereto as Exhibit A, and directs the Executive Director to execute the Right of Way Contract 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 Right of Way Contract.

SECTION 2. Pursuant to Health and Safety Code Section 34180(j), staff of the Successor Agency is hereby authorized and directed to transmit the Right of Way Contract to the County Administrative Officer, the County Auditor-Controller, and DOF.

SECTION 3. 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 4. This Resolution shall be effective in accordance with CRL section 34179(h).

ADOPTED by the Oversight Board this 19th day of February, 2015.


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 19th day of February, 2015, by the following vote, to wit:

AYES : Bradley, Hodges, Watahira, Vigim, Hofmann, Westerlund
NOES : None
ABSENT : Poochigian
ABSTAIN :

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fresno, California, this 19th day of February, 2015.



Yvonne Spence
City Clerk/Clerk of the Oversight Board

OVERSIGHT BOARD RESOLUTION NO. OB-25

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO APPROVING THE SALE OF APPROXIMATELY 2,261 SQUARE FEET AND TEMPORARY CONSTRUCTION EASEMENT OF APPROXIMATELY 10,625 SQUARE FEET AT 1129 BROADWAY PLAZA (APN 466-215-20T) TO STATE OF CALIFORNIA

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, State of California, wishes to purchase 0.30 acres, including 2,261 square feet in fee and 10,625 square feet for a 60-month temporary construction easement, of real property which is identified in the Plan as Line #55 APN 466-215-20T (the "Property"); and

WHEREAS, the purchase price for the sale is \$30,582 and the purchase price for the temporary construction easement is \$53,062, for a total price of \$83,600.00 (rounded) cash at close of escrow, pursuant to the terms of the Right of Way Contract attached hereto as Exhibit A; and

WHEREAS, the proposed disposition was approved by the Successor Agency on June 19, 2014 as part of the Plan; and

WHEREAS, the Oversight Board desires to authorize execution of the Right of Way Contract and to direct staff to submit the Oversight Board action to the DOF for approval; and

WHEREAS, the Right of Way Contract is effective upon approval by the Oversight Board, the Successor Agency, and the DOF.

NOW THEREFORE BE IT RESOLVED BY OVERSIGHT BOARD AS FOLLOWS:

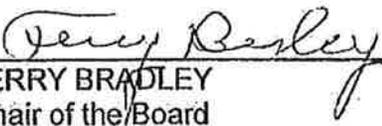
SECTION 1. The Oversight Board hereby approves the Right of Way Contract, substantially in the form attached hereto as Exhibit A, and directs the Executive Director to execute the Right of Way Contract on behalf of the Successor Agency, and to take all such actions as may be required to close escrow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

SECTION 2. Pursuant to Health and Safety Code Section 34180(j), staff of the Successor Agency is hereby authorized and directed to transmit the Right of Way Contract to the County Administrative Officer, the County Auditor-Controller, and DOF.

SECTION 3. 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 4. This Resolution shall be effective in accordance with CRL section 34179(h).

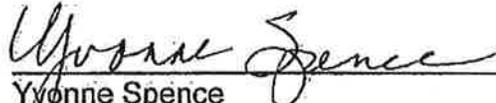
ADOPTED by the Oversight Board this 19th day of February, 2015.


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 19th day of February, 2015, by the following vote, to wit:

AYES : Bradley, Hodges, Watahira, Vagim, Hofmann, Westerlund
NOES : None
ABSENT : Poochigian
ABSTAIN :

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fresno, California, this 19th day of February, 2015.



Yvonne Spence
City Clerk/Clerk of the Oversight Board

LAF:elb [66969elb/laf]



FB	10	0135	466-215-20T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

Fresno Redevelopment Agency

Fresno, California

The parties to this agreement (AGREEMENT) are, Successor Agency to The Redevelopment Agency of the City of Fresno hereinafter referred to as OWNER, and the State of California, acting by and through the State Public Works Board on behalf and with the consent of the High Speed Rail Authority (collectively, "STATE," or individually "PWB," and "Authority," respectively). The OWNER and STATE are hereinafter collectively referred to as the PARTIES.

RECITALS

- I. By this AGREEMENT OWNER sells to STATE, and STATE desires to purchase from OWNER certain interests in real property located at 1129 Broadway Plaza, County of Fresno, State of California, and more particularly described in Document Nos. FB-10-0135-1, FB-10-0135-2, and FB-10-0135-3 in the form of a Grant Deed, Easement Deed, and Temporary Construction Easement, a copy of which is attached hereto and made a part hereof ("Property").
- II. Authority requires the Property for state high-speed train system purposes, and for public use in accordance with Public Utilities Code Section 185000, et seq., and PWB is authorized to acquire the Property in accordance with Government Code section 15853.
- III. Document Nos. FB-10-0135-1, FB-10-0135-2, and FB-10-0135-3 in the form of a Grant Deed, Easement Deed, and Temporary Construction Easement covering the Property has been executed and delivered to the Authority for deposit into escrow.

In consideration of the foregoing recitals and the other considerations herein after set forth, the PARTIES agree as follows:

- 1. (A) The PARTIES have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for the acquisition of the Property and shall relieve STATE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) The issuance of any escrow instructions shall be the sole responsibility of the Authority and shall govern the escrow. This transaction will be handled through an escrow with Chicago Title Company, 7330 N. Palm Avenue, Suite 101, Fresno, CA 93711, their No. 11-42204901-AK.
- (C) Escrow shall be scheduled to close 90 days from when contract is executed by STATE ("Close of Escrow"), subject to reasonable extension upon mutual agreement by the PARTIES. Title to the Property shall pass immediately upon Close of Escrow.
- (D) During the escrow period, should the Property be materially destroyed by fire, earthquake or other calamity without the fault of STATE, this contract may be rescinded by STATE; in such an event, STATE may reappraise the Property and make an offer thereon.



- (E) Authority requires the Property described in Document No. FB-10-0135-1, FB-10-0135-2, and FB-10-0135-3 for state high-speed train system purposes, a public use for which PWB has the authority to exercise the power of eminent domain under Government Code Sections 15853 and 15854. OWNER is compelled to sell, and STATE is compelled to acquire the Property.
- (F) Both OWNER and STATE recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property by eminent domain litigation. The compensation set forth herein for the Property is in compromise and settlement, in lieu of such litigation.
2. The STATE shall:
- (A) Pay the undersigned OWNER the sum of \$ 83,600 for the Property conveyed by Document No. FB-10-0135-1, FB-10-0135-2, and FB-10-0135-3 when title to the Property vests in the STATE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
- Item(s) 4, 5, and 8 of Chicago Title Company Preliminary Title Report No. 11-44111085-C-CU, dated June 3, 2014.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the STATE, the premium charged therefor. These escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy and discharge any obligations which are liens upon the Property, including but not limited to those arising from bond demands, judgments, assessments, delinquent taxes, debts secured by deeds of trust or mortgages and/or to defray any other incidental costs other than those specified in Clause 2(B) above, to be borne by the STATE. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by OWNER in escrow to and including the date of Close of Escrow. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. STATE shall not be responsible for any tax refund.
- (D) Recognize its responsibility for consideration of relocation assistance pursuant to the Federal and State Relocation Assistance Acts, 42 U.S.C., Section 4601, et seq.; Government Code Section 7260, et seq., and Federal and State implementing regulations.
3. The OWNER shall:
- (A) On or before the date title vests in STATE, vacate and deliver the Property to STATE in good order and condition without further notice and immediately thereafter deliver the keys thereto to the Right of Way Agent Chadwick Wyler, 2300 Contra Costa Blvd., Suite 525, Pleasant Hill, CA 94523, and also pay all closing utility bills up to and including the date of vacation.
- (B) Execute all instruments and documents and undertake diligently all actions that may be required in order to consummate the purchase and sale of the Property and use their best efforts to accomplish the Close of Escrow in accordance with the provisions of this AGREEMENT. The contract execution date will be the date that the State Public Works Board signs the contract.



4. OWNER Represents and Warrants:

- (A) OWNER has full right, power and legal authority to enter into this AGREEMENT, to sell, transfer and convey the Property to STATE under this AGREEMENT and to carry out OWNER's obligations under this AGREEMENT. Upon the Close of Escrow, STATE will have good, marketable and insurable title to said Property.
- (B) The individuals executing this AGREEMENT and the instruments referenced herein on behalf of OWNER have the legal power, right and actual authority to bind OWNER to the terms hereof and thereof.
- (C) All requisite action (corporate, trust, partnership or otherwise) has been taken by OWNER in connection with the entering into of this AGREEMENT, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, authority or other party is required.
- (D) Neither the execution and delivery of this AGREEMENT and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which OWNER is a party or affecting the Property.
- (E) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending against the Property or pending against OWNER which could affect OWNER's title to the Property, affect the value of the Property, or subject an owner of the Property to liability.
- (F) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against OWNER.
- (G) OWNER has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property. OWNER is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on STATE or otherwise affect marketability of title to the Property. Since the initiation of negotiations with Authority, OWNER has not entered into any agreements or leases with any person for use of the Property.
- (H) As of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and there shall be no improvements on the Property that encroach upon the property of a third party.
- (I) OWNER will not hereafter enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of STATE, which consent the STATE may withhold or grant in its absolute discretion.



- (J) OWNER will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this AGREEMENT that will not be eliminated prior to the Close of Escrow.
- (K) OWNER shall promptly notify PWB and Authority of any event or circumstance that makes any representation or warranty of OWNER under this AGREEMENT untrue or misleading, or of any covenant of OWNER under this AGREEMENT incapable or less likely of being performed. It is understood that the OWNER's obligation to provide notice to PWB and Authority shall in no way relieve OWNER of any liability for a breach by OWNER of any of its representations, warranties or covenants under this AGREEMENT.
- (L) During the period of OWNER's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous materials on, from, or under the Property, and OWNER has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous materials, on, from, or under the Property which may have occurred prior to OWNER taking title to the Property.
5. STATE Represents and Warrants:
- (A) PWB and Authority have the legal power, right and authority to enter into this AGREEMENT and the instruments referenced herein, and to consummate the transactions contemplated hereby.
- (B) The individuals executing this AGREEMENT and the instruments referenced herein on behalf of the STATE have the legal power, right and actual authority to bind the STATE to the terms and conditions hereof and thereof, subject to authorization by the PWB and approval by the California State Department of General Services.
- (C) This AGREEMENT is, and all other instruments, documents and agreements required to be executed and delivered by the STATE in connection with this AGREEMENT are and shall be, duly authorized, executed and delivered by the PWB and Authority and shall be valid, legally binding obligations of and enforceable against the STATE in accordance with their terms.
6. The PARTIES Further Agree:
- (A) The acquisition price of the Property being acquired in this transaction reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the STATE may elect to recover its cleanup costs from those who caused or contributed to the contamination.
- (B) This AGREEMENT has no force or effect and is not binding on the STATE until and unless it is approved by the California Department of General Services [Government Code section 11005] and authorized by the PWB [Government Code section 15853].



- (C) The Authority shall be provided with access to the Property as of the date this contract is executed by STATE and be entitled to undertake, at Authority's sole expense, an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information and water resources, if any, relating to the Property; and a review and investigation of the effect of zoning, maps, permits, reports, engineering data, regulations, ordinances and laws affecting the Property, if any.
- (D) Any obligation of STATE created by or arising from this AGREEMENT shall not impose a debt upon the STATE, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.
- (E) Rents, if any, shall be prorated as of the Close of Escrow and all rents coming due after Close of Escrow shall be paid to Authority. If any rents have been or are collected by the OWNER for any period after Close of Escrow, OWNER shall refund such rents to the Authority. OWNER shall repay to the tenant(s) (or list the tenants by name), any cleaning, key or other deposits, excluding rents paid in advance, and indemnify and hold STATE harmless from any claim therefor.
- (F) This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. Notwithstanding other provisions in this AGREEMENT, STATE's right of possession and use of the property, including the right to remove and dispose of improvements, shall commence upon execution of this AGREEMENT by STATE and the amount shown in Clause 2(A) includes, but is not limited to, full payment for that possession and use, including damages, if any, from said date.



CONTRACT – SIGNATURE SHEET
(4/2013)

In WITNESS WHEREOF, the PARTIES have executed this AGREEMENT.

OWNER

Name: Successor Agency to The Redevelopment Agency of the City of Fresno

By: Marlene Hixley
Name: MARLENE HIXLEY
Its: Executive Director

Date: 2/25/15

By: _____
Name: _____
Its: _____

Date: _____

STATE OF CALIFORNIA
State Public Works Board

By: _____
Sally Lukenbill
Deputy Director

Date: _____

Consent:
Director, High-Speed Rail Authority

By: _____
Donald E. Grebe
Director of Real Property

Date: _____

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Recommended for Approval:

By: _____
James B. Richards, Supervising Right of Way Consultant

Date: _____

Approved:
Director, Department of General Services

By: _____
Michael P. Butler, Chief
Real Property Services Section

Date: _____



FB	10	0670	466-214-17T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

Successor Agency:

Fresno, California

The parties to this agreement (AGREEMENT) are, Successor Agency to The Redevelopment Agency of the City of Fresno hereinafter referred to as OWNER, and the State of California, acting by and through the State Public Works Board on behalf and with the consent of the High Speed Rail Authority (collectively, "STATE," or individually "PWB," and "Authority," respectively). The OWNER and STATE are hereinafter collectively referred to as the PARTIES.

RECITALS

- I. By this AGREEMENT OWNER sells to STATE, and STATE desires to purchase from OWNER certain interests in real property located at 1821 Fresno Street and 1258 H Street, County of Fresno, State of California, and more particularly described in Document Nos. FB-10-0670-1, and FB-10-0670-2 in the form of an Easement Deed, and a Temporary Construction Easement, a copy of which is attached hereto and made a part hereof ("Property").
- II. Authority requires the Property for state high-speed train system purposes, and for public use in accordance with Public Utilities Code Section 185000, et seq., and PWB is authorized to acquire the Property in accordance with Government Code section 15853.
- III. Document Nos. FB-10-0670-1, and FB-10-0670-2 in the form of an Easement Deed, and Temporary Construction Easement covering the Property has been executed and delivered to the Authority for deposit into escrow.

In consideration of the foregoing recitals and the other considerations herein after set forth, the PARTIES agree as follows:

- 1. (A) The PARTIES have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for the acquisition of the Property and shall relieve STATE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) The issuance of any escrow instructions shall be the sole responsibility of the Authority and shall govern the escrow. This transaction will be handled through an escrow with Fidelity National Title Company, 1375 Exposition Drive, Suite 240, Sacramento, CA 95815, their No. 13-5015637-PA.
- (C) Escrow shall be scheduled to close 90 days from when contract is executed by STATE ("Close of Escrow"), subject to reasonable extension upon mutual agreement by the PARTIES. Title to the Property shall pass immediately upon Close of Escrow.
- (D) During the escrow period, should the Property be materially destroyed by fire, earthquake or other calamity without the fault of STATE, this contract may be rescinded by STATE; in such an event, STATE may reappraise the Property and make an offer thereon.



- (E) Authority requires the Property described in Document No. FB-10-0670-1, and FB-10-0670-2 for state high-speed train system purposes, a public use for which PWB has the authority to exercise the power of eminent domain under Government Code Sections 15853 and 15854. OWNER is compelled to sell, and STATE is compelled to acquire the Property.
- (F) Both OWNER and STATE recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property by eminent domain litigation. The compensation set forth herein for the Property is in compromise and settlement, in lieu of such litigation.
2. The STATE shall:
- (A) Pay the undersigned OWNER the sum of \$ 22,300 for the Property conveyed by Document No. FB-10-0670-1, and FB-10-0670-2 when title to the Property vests in the STATE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
- Item(s) 5, 6, and 8 of Fidelity National Title Company Preliminary Title Report No. 13-5015637-CD, dated December 24, 2013.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the STATE, the premium charged therefor. These escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy and discharge any obligations which are liens upon the Property, including but not limited to those arising from bond demands, judgments, assessments, delinquent taxes, debts secured by deeds of trust or mortgages and/or to defray any other incidental costs other than those specified in Clause 2(B) above, to be borne by the STATE. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by OWNER in escrow to and including the date of Close of Escrow. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. STATE shall not be responsible for any tax refund.
- (D) Recognize its responsibility for consideration of relocation assistance pursuant to the Federal and State Relocation Assistance Acts, 42 U.S.C., Section 4601, et seq.; Government Code Section 7260, et seq., and Federal and State implementing regulations.
3. The OWNER shall:
- (A) On or before the date title vests in STATE, vacate and deliver the Property to STATE in good order and condition without further notice and immediately thereafter deliver the keys thereto to the Right of Way Agent Chadwick Wyler, 2300 Contra Costa Blvd., Suite 525, Pleasant Hill, CA 94523, and also pay all closing utility bills up to and including the date of vacation.
- (B) Execute all instruments and documents and undertake diligently all actions that may be required in order to consummate the purchase and sale of the Property and use their best efforts to accomplish the Close of Escrow in accordance with the provisions of this AGREEMENT. The contract execution date will be the date that the State Public Works Board signs the contract.



4. OWNER Represents and Warrants:

- (A) OWNER has full right, power and legal authority to enter into this AGREEMENT, to sell, transfer and convey the Property to STATE under this AGREEMENT and to carry out OWNER's obligations under this AGREEMENT. Upon the Close of Escrow, STATE will have good, marketable and insurable title to said Property.
- (B) The individuals executing this AGREEMENT and the instruments referenced herein on behalf of OWNER have the legal power, right and actual authority to bind OWNER to the terms hereof and thereof.
- (C) All requisite action (corporate, trust, partnership or otherwise) has been taken by OWNER in connection with the entering into of this AGREEMENT, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, authority or other party is required.
- (D) Neither the execution and delivery of this AGREEMENT and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which OWNER is a party or affecting the Property.
- (E) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending against the Property or pending against OWNER which could affect OWNER's title to the Property, affect the value of the Property, or subject an owner of the Property to liability.
- (F) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against OWNER.
- (G) OWNER has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property. OWNER is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on STATE or otherwise affect marketability of title to the Property. Since the initiation of negotiations with Authority, OWNER has not entered into any agreements or leases with any person for use of the Property. With the exception of the following agreement: APEC International, LLC purchase and sale agreement.
- (H) As of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and there shall be no improvements on the Property that encroach upon the property of a third party.
- (I) OWNER will not hereafter enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of STATE, which consent the STATE may withhold or grant in its absolute discretion.



- (J) OWNER will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this AGREEMENT that will not be eliminated prior to the Close of Escrow.
- (K) OWNER shall promptly notify PWB and Authority of any event or circumstance that makes any representation or warranty of OWNER under this AGREEMENT untrue or misleading, or of any covenant of OWNER under this AGREEMENT incapable or less likely of being performed. It is understood that the OWNER's obligation to provide notice to PWB and Authority shall in no way relieve OWNER of any liability for a breach by OWNER of any of its representations, warranties or covenants under this AGREEMENT.
- (L) During the period of OWNER's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous materials on, from, or under the Property, and OWNER has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous materials, on, from, or under the Property which may have occurred prior to OWNER taking title to the Property.

5. STATE Represents and Warrants:

- (A) PWB and Authority have the legal power, right and authority to enter into this AGREEMENT and the instruments referenced herein, and to consummate the transactions contemplated hereby.
- (B) The individuals executing this AGREEMENT and the instruments referenced herein on behalf of the STATE have the legal power, right and actual authority to bind the STATE to the terms and conditions hereof and thereof, subject to authorization by the PWB and approval by the California State Department of General Services.
- (C) This AGREEMENT is, and all other instruments, documents and agreements required to be executed and delivered by the STATE in connection with this AGREEMENT are and shall be, duly authorized, executed and delivered by the PWB and Authority and shall be valid, legally binding obligations of and enforceable against the STATE in accordance with their terms.

6. The PARTIES Further Agree:

- (A) The acquisition price of the Property being acquired in this transaction reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the STATE may elect to recover its cleanup costs from those who caused or contributed to the contamination.
- (B) This AGREEMENT has no force or effect and is not binding on the STATE until and unless it is approved by the California Department of General Services [Government Code section 11005] and authorized by the PWB [Government Code section 15853].



- (C) The Authority shall be provided with access to the Property as of the date this contract is executed by STATE and be entitled to undertake, at Authority's sole expense, an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information and water resources, if any, relating to the Property; and a review and investigation of the effect of zoning, maps, permits, reports, engineering data, regulations, ordinances and laws affecting the Property, if any.
- (D) Any obligation of STATE created by or arising from this AGREEMENT shall not impose a debt upon the STATE, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.
- (E) Rents, if any, shall be prorated as of the Close of Escrow and all rents coming due after Close of Escrow shall be paid to Authority. If any rents have been or are collected by the OWNER for any period after Close of Escrow, OWNER shall refund such rents to the Authority. OWNER shall repay to the tenant(s) (or list the tenants by name), any cleaning, key or other deposits, excluding rents paid in advance, and indemnify and hold STATE harmless from any claim therefor.
- (F) This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. Notwithstanding other provisions in this AGREEMENT, STATE's right of possession and use of the property, including the right to remove and dispose of improvements, shall commence upon execution of this AGREEMENT by STATE and the amount shown in Clause 2(A) includes, but is not limited to, full payment for that possession and use, including damages, if any, from said date.



CONTRACT - SIGNATURE SHEET
(4/2013)

In WITNESS WHEREOF, the PARTIES have executed this AGREEMENT.

OWNER

Name: Successor Agency to The Redevelopment Agency of the City of Fresno

By: Marlene Murphy Date: 6/24/15
Name: MARLENE Murphy
Its: Executive Director

By: _____ Date: _____
Name: _____
Its: _____

STATE OF CALIFORNIA
State Public Works Board

By: _____ Date: _____
Sally Lukenbill
Deputy Director

Consent:
Director, High-Speed Rail Authority

By: _____ Date: _____
Donald E. Grebe
Director of Real Property

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Recommended for Approval:

By: _____ Date: _____
James B. Richards, Supervising Right of Way Consultant

Approved:
Director, Department of General Services

By: _____ Date: _____
Michael P. Butler, Chief
Real Property Services Section

SUMMARY APPRAISAL REPORT OF:

VACANT 1.14 ACRE PARCEL
NEC N Weber & W Olive Aves.
Fresno, California 93728

EFFECTIVE VALUE DATE:
May 27, 2011

FOR:

Ms. Lupe Perez
Senior Project Coordinator
Redevelopment Agency of the City of Fresno
2344 Tulare Street Suite #200
Fresno, California 93721

PREPARED BY:

DAVID P HAMILTON, MAI

HAMILTON ASSOCIATES
REAL ESTATE APPRAISERS AND CONSULTANTS
7638 NORTH INGRAM AVENUE, SUITE 201
FRESNO, CALIFORNIA 93711

HAMILTON ASSOCIATES

REAL ESTATE APPRAISERS & CONSULTANTS

7638 North Ingram Avenue, Suite 201, Fresno, California 93711
(559) 435-7420 • (559) 435-6340 FAX

June 13, 2011

Ms. Lupe Perez
Senior Project Coordinator
Redevelopment Agency of the City of Fresno
2344 Tulare Street Suite #200
Fresno, California 93721

Re: NEC N. Weber & W Olive Aves.
Fresno, California 93728

Dear Ms. Perez

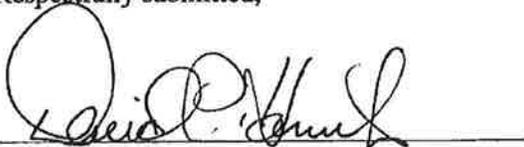
At your request, we have observed the above subject property, gathered necessary data, and made certain analyses. These efforts enabled us to form one or more opinions about the market value for a 100% ownership interest in the subject's fee simple estate. This valuation assumes no adverse leases, liens, or encumbrances other than normal covenants and restrictions of record.

The attached summary appraisal report sets forth the identification of the property appraised, assumptions and limiting conditions, pertinent facts about the area and subject property, comparable data, results of our investigations and analyses, and the reasoning leading to our conclusions. Based on all of our efforts, we have formed the following market value opinions for the subject real estate as of May 27, 2011

Market Value "As Is"	\$580,000
----------------------	-----------

Thank you for your business. Let us know how we may further serve you.

Respectfully submitted,



David P. Hamilton, MAI
Certified General Real Estate Appraiser
California License AG007721
License Expiration Date: 6/3/2013

DPH:ts



Overview

Salient Information											
<i>Property Type</i>	Vacant 1,14 Acre Parcel										
<i>Real Estate Appraised</i>	NEC N. Weber & W Olive Aves. Fresno, California 93728										
<i>County</i>	Fresno										
<i>Assessor's Parcel Nos.</i>	450-154-01T and 09T										
<i>Census Tract No.</i>	21.00.03										
<i>Thomas Bros. No.</i>	1302-E-4										
<i>Zoning</i>	APN 450-154-01T: CP (Admn & Professional Office) APN 450-154-09T: C-5 (General Commercial)										
<i>Flood Zone</i>	X, Community Panel #06019C 1565H; Effective Date: 2/18/09										
<i>Estate Valued</i>	100% of the Fee Simple Estate										
<i>Client</i>	Redevelopment Agency of the City of Fresno										
<i>Client File Number</i>	None										
<i>Most Likely Buyer</i>	Builder-Developer										
<i>Borrower(s)</i>	None										
<i>Effective Value Date</i>	May 27, 2011										
<i>Report Preparation Date</i>	May 31, 2011										
<i>Value Indications</i>	<table border="1"> <thead> <tr> <th></th> <th>Value "As Is".</th> </tr> </thead> <tbody> <tr> <td>Land Value:</td> <td>\$580,000</td> </tr> <tr> <td>Cost Approach:</td> <td>N/A</td> </tr> <tr> <td>Sales Comparison Approach:</td> <td>N/A</td> </tr> <tr> <td>Income Approach:</td> <td>N/A</td> </tr> </tbody> </table>		Value "As Is".	Land Value:	\$580,000	Cost Approach:	N/A	Sales Comparison Approach:	N/A	Income Approach:	N/A
	Value "As Is".										
Land Value:	\$580,000										
Cost Approach:	N/A										
Sales Comparison Approach:	N/A										
Income Approach:	N/A										
<i>Final Value Conclusion(s)</i>	Market Value "As Is". \$580,000										

**OFFER LETTER**

July 9, 2014

Successor Agency to the Redevelopment Agency of the City of Fresno
Attn: Lupe Perez, Project Manager
2344 Tulare Street, Suite 200
Fresno, California 93721-2235

Re: California High Speed Rail Project
Section: FB
HSR Parcel No.: FB-10-0053
Assessor's Parcel No.: 450-154-09T

Dear Ms. Perez:

As you are aware, the California High Speed Rail Authority (CHSRA) is proposing to construct California's first High Speed Rail (HSR) through the Central Valley. In order to construct this transportation improvement, it will be necessary to acquire private property or rights to private property (right of way). Your property, identified in the County Assessor's Office as Assessor's Parcel No. 450-154-09T will be affected. Your property is located at approximately 740 W. Olive Avenue, Fresno, California and is being identified by HSR as our Parcel Number FB-10-0053.

My name is Julie Duchscherer and I have been assigned to be your acquisition agent for this project. I am authorized to make this offer to you in compliance with California Government Code Section 7267.2. I will be available to work with you throughout the acquisition process to answer your questions, provide project information and to insure that you receive fair and equitable treatment at all times.

I would like to begin by explaining what right of way is/are proposed for acquisition from your property. The proposed right of way consists of Parcel FB-10-0053-1 and Parcel FB-10-0053-01-01 (44,502 square feet in fee). The proposed train corridor in this area generally runs parallel with Highway 99 and Golden State Boulevard. The property being acquired is for the construction of the proposed overcrossing at W. Olive Avenue which will cause this parcel to lose access off of W. Olive Avenue with the heightened grade of the roadway.

The CHSRA has contracted with a local, qualified, independent appraiser, who, using standard appraisal methods and in compliance with existing rules and regulations, has valued the right of way proposed for purchase from you at fair market value. A review report of the appraisal was then performed by a separate qualified, independent appraiser and then the California Department of General Services appraisers reviewed and approved it as conforming to all applicable standards, rules and regulations. Based upon the full amount of this appraisal, the CHSRA is hereby making an offer to purchase the required right of way for the total sum of FIVE HUNDRED THIRTY-FOUR THOUSAND DOLLARS AND NO/100's (\$534,000.00).

The detail of these payments can be found in the copy of our appraisal report attached. In addition to the amount above, CHSRA will pay for appropriate costs associated with the transfer of the property pursuant to California Government Code Section 7260 et seq. and other implementing regulations. The State may, in addition, have responsibility to provide relocation assistance to persons and businesses displaced by the acquisition of right of way from you. Relocation assistance, if any, will be addressed at a later date.

Attached for your review are the following documents:

1. Your Property, Your High-Speed Rail Project Brochure
2. Relocation Assistance Brochure
3. What is Title VI
4. Certification of Occupancy and receipt of relocation information
5. Certification of US Residency
6. Owner's Certification of Tenants
7. Copy of Appraisal and Memorandum Appraisal Update (MAU)
8. Summary Statement Relating to the Purchase of Real Property or an Interest Therein (8-EX-16)
9. Right of Way Appraisal MapS
10. Appraisal Terms
11. Right of Way Contract (three copies)
12. Preliminary Title Report
13. Grant Deed (with legal description to follow)
14. Information Sheet for Owner(s) Regarding Property Tax Relief
15. Proposition 3 Displaced Property Owner Statement & Tax Refund Application
16. Receipt of Offer to Purchase Right of Way
17. PWB Affiliation Letter
18. Sample Agreement for Possession and Use
19. Payee Data Record Form (Std 204)
20. Owner Escrow Information Sheet/Statement of Information
21. EDC Letter

If, after review of this proposed transaction, you are agreeable to the terms and conditions specified in the documents please sign and return to me the following documents: **1) Receipt of Offer to Purchase Right of Way; 2) Completed Owner Certification of Tenants form; 3) three copies of the Right of Way Contract and 4) the enclosed deed(s).** Your signature on the Right of Way contracts and the deeds must be exactly as shown. In addition, your signature on the deeds must be properly notarized.

Should for some reason, you not agree with this proposed transaction it is requested that you still return items 1) and 2) to me. These will serve as an acknowledgement that you have received the offer and related information and provide us information with regard to your tenants (if any). It is important to understand that

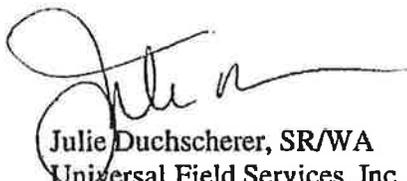
these two documents are not contracts to purchase nor do they represent an agreement on your part to this proposal.

Should you require additional information, or time to study the impacts of this offer, I will be available to work with you and/or any engineer or representative that you desire in an effort to address any questions or concerns that you may have in order to expedite this proposed acquisition. This project is a Design Build project, which means that time is of the essence. The Design Build process is expected to get this project completed years sooner than other types of public works projects. To do this, we will need the cooperation of all affected property owners. With this in mind, should you desire additional time to consider this proposal, we would like to request that you consider granting CHSRA early possession of the required right of way while we work to finalize the details of this proposed transaction. This early possession agreement will provide for **immediate payment to you** of the offered appraised value of the right of way required from your property. You would however be reserving your full rights to contest the amount of compensation offered to you, while allowing the CHSRA to proceed with construction. Should you require additional time to consider the offer or you do not agree with our appraisal, I would like to further this early possession option and its benefits to you and all involved.

Your cooperation and immediate attention to reviewing this offer is sincerely appreciated.

I look forward to working with you to bring this transaction to a swift and mutually agreeable conclusion. Should you have any questions, or desire additional information, please do not hesitate to contact me at any time at 559-453-2901 or on my cell at 530-567-6345.

Sincerely,



Julie Duchscherer, SR/WA
Universal Field Services, Inc.
California High-Speed Rail Authority
Right of Way Delivery Team

Attachments



FB	10	0053	450-154-09T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)
<u>Successor Agency to the Redevelopment Agency of the City of Fresno</u>			

The parties to this agreement (AGREEMENT) are, Successor Agency to the Redevelopment Agency of the City of Fresno hereinafter referred to as OWNER, and the State of California, acting by and through the State Public Works Board on behalf and with the consent of the High Speed Rail Authority (collectively, "STATE," or individually "PWB," and "Authority," respectively). The OWNER and STATE are hereinafter collectively referred to as the PARTIES.

RECITALS

- I. By this AGREEMENT OWNER **desires to sell** to STATE, and STATE desires to purchase from OWNER certain interests in real property located at 740 W. Olive Avenue, Fresno, California, County of Fresno, State of California, and more particularly described in Document No. FB-10-0053-1 in the form of a Grant Deed, a copy of which is attached hereto and made a part hereof ("Property").
- II. Authority requires the Property for state high-speed train system purposes, and for public use in accordance with Public Utilities Code Section 185000, et seq., and PWB is authorized to acquire the Property in accordance with Government Code section 15853.
- III. Document No, FB-10-0053-1 in the form of a Grant Deed covering the Property has been executed and delivered to the Authority for deposit into escrow.

In consideration of the foregoing recitals and the other considerations herein after set forth, the PARTIES agree as follows:

- 1. (A) The PARTIES have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration for the acquisition of the Property and shall relieve STATE of all further obligation on this account..
- (B) The issuance of any escrow instructions shall be the sole responsibility of the Authority and shall govern the escrow. This transaction will be handled through an escrow with Chicago Title Company, 7330 N. Palm Avenue, Suite 101, Fresno, California 93711, their No. 11-42204815-AK.
- (C) Escrow shall be scheduled to close 90 days from when contract is executed by STATE ("Close of Escrow"), subject to reasonable extension upon mutual agreement by the PARTIES. Title to the Property shall pass immediately upon Close of Escrow.
- (D) During the escrow period, should the Property be materially destroyed by fire, earthquake or other calamity without the fault of STATE, this contract may be rescinded by STATE; in such an event, STATE may reappraise the Property and make an offer thereon.



- (E) Authority requires the Property described in Document No. FB-10-0053-1 for state high-speed train system purposes, a public use for which PWB has the authority to exercise the power of eminent domain under Government Code Sections 15853 and 15854. OWNER is compelled to sell, and STATE is compelled to acquire the Property.
- (F) Both OWNER and STATE recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property by eminent domain litigation. The compensation set forth herein for the Property is in compromise and settlement, in lieu of such litigation.

2. The STATE shall:

- (A) Pay the undersigned OWNER the sum of FIVE HUNDRED THIRTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$534,000.00) for the Property conveyed by Document No. FB-10-0053-1 and FORTY-SIX THOUSAND DOLLARS AND NO CENTS (\$46,000.00) for the Property conveyed by Assessor's Parcel No. 450-154-01T when title to the Property vests in the STATE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

Item(s) 4, 5, 6, 7, 8 and 9 of Chicago Title Company Preliminary Title Report No. 11-44111004-C-CU, dated June 20, 2014.

- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the STATE, the premium charged therefor. These escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy and discharge any obligations which are liens upon the Property, including but not limited to those arising from bond demands, judgments, assessments, delinquent taxes, debts secured by deeds of trust or mortgages and/or to defray any other incidental costs other than those specified in Clause 2(B) above, to be borne by the STATE. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by OWNER in escrow to and including the date of Close of Escrow. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. STATE shall not be responsible for any tax refund.
- (D) Recognize its responsibility for consideration of relocation assistance pursuant to the Federal and State Relocation Assistance Acts, 42 U.S.C., Section 4601, et seq.; Government Code Section 7260, et seq., and Federal and State implementing regulations.

3. The OWNER shall:

- (A) On or before the date title vests in STATE, vacate and deliver the Property to STATE in as is condition without further notice and immediately thereafter deliver the keys thereto to the Right of Way Agent **Julie Duchscherer, 1630 E. Shaw Avenue, Suite 163, Fresno, California 93710**, and also pay all closing utility bills up to and including the date of vacation.
- (B) Execute all instruments and documents and undertake diligently all actions that may be required in order to consummate the purchase and sale of the Property and use their best efforts to accomplish the Close of Escrow in accordance with the provisions of this AGREEMENT. The contract execution date will be the date that the State Public Works Board signs the contract.

4. OWNER Represents and Warrants:

- (A) OWNER has full right, power and legal authority to enter into this AGREEMENT, to sell, transfer and convey the Property to STATE under this AGREEMENT and to carry out OWNER's obligations under this AGREEMENT. Upon the Close of Escrow, STATE will have good, marketable and insurable title to said Property.
- (B) The individuals executing this AGREEMENT and the instruments referenced herein on behalf of OWNER have the legal power, right and actual authority to bind OWNER to the terms hereof and thereof.
- (C) All requisite action (corporate, trust, partnership or otherwise) has been taken by OWNER in connection with the entering into of this AGREEMENT, the instruments referenced herein, and the consummation of the transactions contemplated hereby. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, authority or other party is required.
- (D) Neither the execution and delivery of this AGREEMENT and documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this AGREEMENT and the documents referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments to which OWNER is a party or affecting the Property.
- (E) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending against the Property or pending against OWNER which could affect OWNER's title to the Property, affect the value of the Property, or subject an owner of the Property to liability.
- (F) There are no attachments, execution proceedings, or assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending against OWNER.
- (G) OWNER has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal, reversions, or options to purchase the Property or any portion of the Property. OWNER is not party to nor subject or bound by any agreement, contract, or lease of any kind relating to the Property which would impose an obligation on STATE or otherwise affect marketability of title to the Property. Since the initiation of negotiations with Authority, OWNER has not entered into any agreements or leases with any person for use of the Property.
- (H) As of the Close of Escrow, there shall be no unrecorded leases, licenses or other agreements which would grant any person or entity the right to use or occupy any portion of the Property, including any improvements thereon, and there shall be no improvements on the Property that encroach upon the property of a third party.
- (I) OWNER will not hereafter enter into new leases or any other obligations or agreements affecting the Property without the prior written consent of STATE, which consent the STATE may withhold or grant in its absolute discretion.
- (J) OWNER will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this AGREEMENT that will not be



eliminated prior to the Close of Escrow.

(K) OWNER shall promptly notify PWB and Authority of any event or circumstance that makes any representation or warranty of OWNER under this AGREEMENT untrue or misleading, or of any covenant of OWNER under this AGREEMENT incapable or less likely of being performed. It is understood that the OWNER's obligation to provide notice to PWB and Authority shall in no way relieve OWNER of any liability for a breach by OWNER of any of its representations, warranties or covenants under this AGREEMENT.

(L) During the period of OWNER's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous materials on, from, or under the Property, and OWNER has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous materials, on, from, or under the Property which may have occurred prior to OWNER taking title to the Property.

5. STATE Represents and Warrants:

(A) PWB and Authority have the legal power, right and authority to enter into this AGREEMENT and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(B) The individuals executing this AGREEMENT and the instruments referenced herein on behalf of the STATE have the legal power, right and actual authority to bind the STATE to the terms and conditions hereof and thereof, subject to authorization by the PWB and approval by the California State Department of General Services.

(C) This AGREEMENT is, and all other instruments, documents and agreements required to be executed and delivered by the STATE in connection with this AGREEMENT are and shall be, duly authorized, executed and delivered by the PWB and Authority and shall be valid, legally binding obligations of and enforceable against the STATE in accordance with their terms.

6. The PARTIES Further Agree:

(A) The acquisition price of the Property being acquired in this transaction reflects the fair market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the STATE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

(B) This AGREEMENT has no force or effect and is not binding on the STATE until and unless it is approved by the California Department of General Services [Government Code section 11005] and authorized by the PWB [Government Code section 15853].



- (C) The Authority shall be provided with access to the Property as of the date this contract is executed by STATE and be entitled to undertake, at Authority's sole expense, an inspection of the Property; a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, hazardous substances, biological resources, archaeological information and water resources, if any, relating to the Property; and a review and investigation of the effect of zoning, maps, permits, reports, engineering data, regulations, ordinances and laws affecting the Property, if any.
- (D) Any obligation of STATE created by or arising from this AGREEMENT shall not impose a debt upon the STATE, but shall be payable solely out of funds duly authorized and appropriated by the California State Legislature.
- (E) Rents, if any, shall be prorated as of the Close of Escrow and all rents coming due after Close of Escrow shall be paid to Authority. If any rents have been or are collected by the OWNER for any period after Close of Escrow, OWNER shall refund such rents to the Authority. OWNER shall repay to the tenant(s) (or list the tenants by name), any cleaning, key or other deposits, excluding rents paid in advance, and indemnify and hold STATE harmless from any claim therefor.
- (F) This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. Notwithstanding other provisions in this AGREEMENT, STATE's right of possession and use of the property, including the right to remove and dispose of improvements, shall commence upon execution of this AGREEMENT by STATE, and the amount shown in Clause 2(A) includes, but is not limited to, full payment for that possession and use, including damages, if any, from said date.
8. Divide the net proceeds of the amount payable under Clause 2(A) as follows:
As to Assessor's Parcel Number (APN) 450-154-09T pay \$534,000.00 payable to the Successor Agency to the Redevelopment Agent of the City of Fresno.
As to Assessor's Parcel Number (APN) 450-154-01T pay \$46,000.00 payable to **Housing Successor to the Redevelopment Agency of the City of Fresno.**



CONTRACT – SIGNATURE SHEET
(4/2013)

_____ In WITNESS WHEREOF, the PARTIES have executed this AGREEMENT.

OWNER

Name: <Insert Name as Vested Here> _____

By: _____ Date: _____
_____ <Name>

By: _____ Date: _____
_____ <Name>

STATE OF CALIFORNIA
State Public Works Board

By: _____ Date: _____
_____ Sally Lukenbill
_____ Deputy Director

Consent:
Director, High-Speed Rail Authority

By: _____ Date: _____
Donald E. Grebe
Director of Real Property

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Recommended for Approval:

By: _____ Date: _____
Diana Staudinger, Supervising Right of Way Consultant

Approved:
Director, Department of General Services

By: _____ Date: _____
Michael P. Butler, Chief
Real Property Services Section

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 1.03 ACRES AT 740 OLIVE
(APN 450-154-09T) TO STATE OF CALIFORNIA**

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, State of California wishes to purchase 1.03 acres of real property which is identified in the Plan as Line #18, APN 450-154-09T (the "Property") for a total price of \$534,000.00 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 February, 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 February, 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 February, 2016.

Yvonne Spence
City Clerk/Clerk of the Oversight Board

KBD:elb [65460elb/kbd]

