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

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Date:

February 25, 2016

To:

Oversight Board Members

From:

Andrew Sanchez

Through:

Marlene Murphey

Subject:

Agenda Item IV. - 12.

The Agency has received an offer for approximately 0.23 acres at 1931 Mariposa (APN 466-212-13T) LRPMP #35.

1101 Fulton Mall, LLC - \$70,000

The appraised value of the property is \$70,000.

Attachments: Summary Appraisal

Offer Letter Resolution **PSA**

SUMMARY APPRAISAL REPORT

Parking Lot 3A 1931 Mariposa Street Fresno, California 93721

Effective Date of Appraisal

October 26, 2012

Date of Report

November 16, 2012

Client

Lupe Perez
Successor Agency to the Fresno Redevelopment Agency
2344 Tulare Street, Suite 200
Fresno, California 93721

Prepared By

Tiffany K.V. Mach Lawrence D. Hopper, MAI, SRA



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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

November 16, 2012

Lupe Perez Successor Agency to the Fresno Redevelopment Agency 2344 Tulare Street, Suite 200 Fresno, California 93721

RE:

Parking Lot 3A 1931 Mariposa Street Fresno, California 93721

Fresno County APN(s) 466-212-13T

Dear Ms. Perez:

In fulfillment of the agreement outlined in the letter of engagement dated October 2, 2012, 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 October 26, 2012. This appraisal report was prepared on November 16, 2012.

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 certain definitions, limiting conditions and the scope of work set forth on pages 8 through 13 and the certification set forth on pages 3 and 4 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 (October 26, 2012):	\$100,000
Exposure Time:	6 to 12 Months

THIS LETTER MUST REMAIN ATTACHED TO THE REPORT, WHICH CONTAINS 31 PAGES PLUS RELATED EXHIBITS, IN ORDER FOR THE VALUE OPINIONS SET FORTH ABOVE TO BE CONSIDERED VALID.



Lupe Perez November 16, 2012 Page 2

The report was prepared for and our professional fee billed to Successor Agency to the Fresno Redevelopment Agency. 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

Tiffing K.V. Mach CA #AG025952

Lawrence D. Hopper, MAI, SRA CA #AG001738

SUMMARY OF IMPORTANT CONCLUSIONS

Client	
Name:	Lupe Perez
Firm Name:	Successor Agency to the Fresno Redevelopment Agency
Address:	2344 Tulare Street, Suite 200
City, State, Zip:	Fresno, California 93721
Telephone No.:	559-321-7612

General Information		
Report Type:	Summary	
Appraiser(s):	Tiffany K.V. Mach Lawrence D. Hopper, MAI, SRA	
Property Rights:	Fee Simple	
Intended Users:	The Client	
Intended Use:	Establishing a value for possible sale	
Existing Use of Property:	Paved Parking Lot	
Use Reflected in Appraisal	Paved Parking Lot	
Date of Inspection:	October 26, 2012	
Date of Value:	October 26, 2012	
Date of Report:	November 16, 2012	

General Property Information		
Property Type:	Paved Parking Lot	
Owner of Record:	Fresno Redevelopment Agency of the City of Fresno	
Property Name:	Parking Lot 3A	
Address:	1931 Mariposa Street	
City, State, Zip:	Fresno, California 93721	
Thomas Bros. Map Info.:	Central San Joaquin Valley Street Guide and Directory, Page 1302, Quadrant H-7	
Census Tract No.:	1.00	
Assessor's Parcel No(s).:	466-212-13T	
County:	Fresno	
Current Tax Year:	2012-2013	
Assessed Value:	\$0.00	
FEMA Flood Zone:	X (Shaded)	
FEMA Map Page:	06019C2110H	
Effective/Revised Date:	February 18, 2009	
ISO Seismic Zone:	3	
Alquist Priolo Zone:	The property is not within an Alquist Priolo zone	
Wetlands Considerations:	No	

SUMMARY OF IMPORTANT CONCLUSIONS (CONT.)

Land Area (Acres):	.23
Land Area (SF):	10,000
Shape:	Rectangular
Topography:	Level
Configuration:	Corner
Frontage:	100' along Mariposa and 100' along Alley
Access:	Alley and Mariposa has only Pedestrian Access
Visibility of Site:	Fair
Utility of Site:	Average
Offsite Improvements:	Asphalt Paved Street
Zoning:	C-4
Zoning Authority:	City of Fresno
Current Use Conforming?:	Current use conforms to current zoning
General Plan:	Fresno
Planning Authority:	City of Fresno
Planned Use:	Commercial/mixed use level 2 (central area)
Sewer:	City of Fresno
Water:	City of Fresno
Natural Gas:	Pacific Gas & Electric Company
Electricity:	Pacific Gas & Electric Company
Telephone:	AT&T

Highest and Best Use		
As Currently Vacant:	Commercial	

Valuation & Exposure Time	
As-Is Value (October 26, 2012):	\$100,000
Exposure Time:	6 to 12 Months

Quadrant, Inc.

7586 Woodrow Wilson Drive Los Angeles, Ca 90046

(323)882-8079

(323)882-8309 Fax

www.Quadrantinc.net

May 28, 2015

Dear Marlene,

We recently purchased the Helm Building at 1101 Fulton Mall. The building has been largely vacant for over a decade. We are embarking upon a phased rehabilitation and reuse of this signature building. The building consists of about 75,000 square feet. The ground level has seven retail spaces, and all are rented. The rest of the 10 story building has been long vacant and we are analyzing all the possibilities of converting the upper floors into residential lofts.

Parking is a key component for people to consider to move or to do business in Downtown. While we do own an adjacent 10 space lot, additional proximate, dedicated space is needed for the successful reuse and revitalization of the building.

We are interested in purchasing the parking lot that is owned by the Successor Agency located adjacent to the Helm Building. It is our understanding that the lot was originally tied to the building and we believe linking them back together would greatly enhance the use of both spaces—the building and lot.

Matter of fact, the access of the existing fire escape ladder of the Helm building is through the lot we are intending to purchase.

We are willing to purchase the property at the appraised value.

We trust you find our proposal to purchase reasonable and we look forward to hearing from you. Should you have any question, please don't hesitate to contact me. Thankyou for your consideration in this matter.

Sincorols

Sevak Khatchedourian

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 0.23 ACRES AT 1931 MARIPOSA (APN 466-212-13T) TO 1101 FULTON MALL, 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, 1101 Fulton Mall, LLC, wishes to purchase 0.23 acres of real property which is identified in the Plan as Lines #35, APN 466-212-13T (the "Property") for a total price of \$70,000.00 cash at close of escrow (appraised value).

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.

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]			

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 ______, ("Buyer"), enter into this Real Property Purchase and Sale Agreement and Joint Escrow Instructions (the "Agreement"), effective as of the date that the Buyer has executed it and the Agency Board has approved it.

RECITALS

- A. The Seller owns certain real property within the Project Area, and the City of Fresno commonly known as APN ______, Fresno, California, 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.

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.
- 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 (5% of total purchase price) ("Deposit") to be placed in an
	interest bearing account.

- Agreement as Joint Escrow Instructions. This Agreement, when signed by Buyer and Seller and deposited into escrow with the Title Company, will be the parties' joint escrow instructions. Buyer and Seller will sign and deliver any other form instructions the Title Company may require that are consistent with this Agreement.
- 5.2 **Deposits into Escrow.** Buyer and Seller will deposit all instruments, documents, money, and other items into escrow with the Title Company that (i) this Agreement identifies or (ii) the Title Company may require that are consistent with the terms and purposes of this Agreement, and necessary to Closing. Within thirty (30) days after the Oversight Board and the Successor Agency Board approve this Agreement, Seller will deposit into the escrow with Title Company, or will conditionally deliver to Buyer, a recordable grant deed duly executed and acknowledged before a notary public, and accompanied by documentation reasonably necessary to establish the authority of any signatory executing such deed on behalf of Seller.
- 5.3 **Title.** Seller will convey title of the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, leases or agreements, except those agreed to in writing by Buyer.
- 5.4 **Title and Closing Costs.** Seller will pay any costs of clearing and conveying title in the condition described in Section 5.3. Buyer will pay the cost of a CLTA or ALTA owner's title policy insuring Buyer's title in the condition described in Section 5.3. Escrow fees, costs to record the grant deed, etc., shall be split equally between Buyer and Seller.

- 5.5 Closing. The escrow will be considered closed ("Closing" or "Close" or the "Closing Date") on the date that the Title Company records the grant deed. The escrow will be in condition to Close when all conditions to Close are satisfied or waived, the Title Company is prepared to issue the title policy described herein. and the Title Company is otherwise able to record the grant deed. Unless extended by the mutual consent of the parties, the escrow and this Agreement shall terminate if Closing does not occur within one hundred and eighty (180) days following final execution of this Agreement (including attestation by the Clerk) (the "Outside Closing Date"). Seller's Executive Director is authorized to agree to administratively extend this Agreement as necessary to accommodate satisfaction of conditions precedent. Upon termination of the escrow, the Title Company will return all funds, including the Deposit, and documents to the respective depositor, less any termination fee if applicable, and this Agreement will be of no further effect except as herein provided. Notwithstanding the foregoing, Buyer shall have the right to extend the Outside Closing Date for up to two (2) extension periods of forty-five (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

T. D.

Phone No.: 559.621-7600 Fax No.: 559.498.1870

Attention:	

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.

SAMPLE PURCHASE AGREEMENT

forth below.	
BUYER:	SELLER:
By:	SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic By: Marlene Murphey, Executive Director
Dated:, 20	Dated:, 20
The Successor Agency to the Redevelopment Agencement pursuant to authority granted on ATTEST:	, 20 APPROVED AS TO FORM:
YVONNE SPENCE, CMC Ex-officio Clerk	DOUGLAS T. SLOAN Ex-officio Attorney
By Deputy	By
Dated:, 20	Dated:, 20
Attachments:	

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

Exhibit A: Legal Description

SAMPLE PURCHASE AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION