

**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

2016 FEB 19 AM 9 24
CITY CLERK, FRESNO CA
RECEIVED

AGENCY BRIEFING REPORT

Date: February 25, 2016
To: Oversight Board Members
From: Andrew Sanchez
Through: Marlene Murphey
Subject: Agenda Item IV. – 14.

The Agency has received offers for approximately 2.81 acres at 1903 Mariposa (APN 466-215-20T) LRPMP #37.

- City of Fresno - \$1,660,000
- Granville Homes Inc. - \$1,650,000
- Pacifica Enterprises, Inc. - \$1,650,000

The appraised value of the property is **\$1,650,000**.

Attachments: Summary Appraisal
Offer Letters
Resolution
PSA

Appraisal Report

APN 466-215-20T
SEC Fresno/"H" Street
Fresno, CA

August 13, 2014

Prepared For:

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

Prepared By:

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



ZENGEL & ASSOCIATES

Real and Special Use Property Valuation



ZENGEL & ASSOCIATES

Real and Special Use Property Valuation

APPRAISER
A. GEORGE ZENGEL, MAI

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

SACRAMENTO, CALIFORNIA
916.643.4692 OFFICE

RESEARCH ANALYST
JONATHAN A. AYALA

WEBSITE
WWW.ZENGELASSOC.COM

September 4, 2014

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

RE: Real Property Value -- APN 466-215-20T
SEC Fresno "H" Street; Fresno

Dear Mr. Mendez:

At your request, I am submitting an Appraisal Report and analysis of the Market Value of the above identified land parcel. The date of the appraisal is August 13, 2014, the date of the most recent property inspection. The date of the report is September 4, 2014.

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

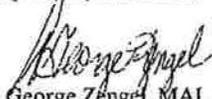
As a result of the examination and conclusions rendered, it is my opinion the subject property as of August 13, 2014, reflected market values as follows:

APN 466-215-20T – 121,968 SF

\$1,650,000

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

Respectfully submitted,


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



BRUCE RUDD
City Manager

February 11, 2016

Marlene Murphy
Redevelopment Administrator
Redevelopment Agency of the City of Fresno
Marlene.Murphey@fresno.gov

Re: Successor Agency Property

Dear Marlene,

Based on the latest Department of Finance approval of the Long-Range Property Management Plan (LRPMP) and previous correspondence regarding Successor Agency property, the Mayor and I are reestablishing our offers to purchase the lots as listed below:

These offers are subject to council approval.

APN	Address	Appraised Value	Status
466-214-17T*	Kidney Lot MWC Fresno/Broadway	\$710,000	Pursue purchase
466-215-20T	Merchants Lot SEC Fresno/"H" Street	\$1,650,000 + \$10,000 Incentive	Pursue purchase
466-206-54T	NEC "H" Street/Merced Mall	\$300,000 + \$10,000 incentive	Pursue purchase
466-206-50T & 51T	Lot 2 Tuolumne and Merced Mall	\$510,000 + \$10,000 incentive	Pursue purchase
468-282-23T	Lot 6 Inyo/Fulton	\$328,000	Approved by Council, in process
466-212-13T	Lot 3A Congo Alley & Mariposa	\$70,000	Withdraw offer

*Offer made in event that APEC declines purchase

Please contact me at Bruce.Rudd@fresno.gov or 621-7773 if you require additional information or would like to discuss this matter further.

Sincerely,

Bruce Rudd
City Manager

City Manager's Office • City of Fresno
2600 Fresno Street • Fresno, California 93721-3601
(559) 621-7784 • FAX (559) 621-7776 • Bruce.Rudd@fresno.gov

GRANVILLE HOMES

November 6, 2015

Marlene Murphey, Executive Director
Successor Agency to the Redevelopment Agency of the City of Fresno
2344 Tulare Street, Suite 200
Fresno, CA 93721

Re: LOI to purchase APN: 466-215-20

Dear Mrs. Murphey:

I am pleased to provide you a Letter of Intent to Purchase at current appraised value for APN: 466-215-20 located at the NWC of Mariposa & H Streets. This parcel is identified as approximately 2.81 acres by Assessor's Parcel Map Book 466, Page 21.

The purchase of this property will complement other downtown development previously completed and currently being constructed by Granville and related companies. Granville Homes currently has over 270 housing units developed or under construction, including historic preservation, rehabilitation and new construction downtown. Additionally, Granville manages over 430 downtown commercial and housing units (including 34,000+ sf of commercial space).

Each of our downtown projects has received San Joaquin Valley Blueprint project development awards as well as many others. We believe Granville is the best choice for developing this property into another award winning mixed-used project in the Cultural Arts District.

If you have any additional questions please feel free to call me at (559) 436-0900.

Best regards,



Darius Assemi
Enclosures



PACIFICA
ENTERPRISES, INC.

June 5, 2015

Marlene Murphey, Director
Successor Agency City of Fresno
2344 Tulare Street, Suite 200
Fresno, CA 93721
Sent Via E-Mail: Marlene.Murphey@Fresno.gov

Re: 2.81 Acres Vacant Land Property (APN # 466-215-20T)
1903 Mariposa, Fresno, California, 93721
Letter of Intent to Purchase Property

Dear Marlene Murphey:

The purpose of this letter is to set forth the terms and conditions on which a subsidiary to be formed by Pacifica Enterprises, Inc, a California Corporation ("Buyer") is willing to purchase from the Redevelopment Agency – City of Fresno ("Seller") the real property referenced above (the "Property").

Non-Binding Provisions

This letter, if accepted by Seller, will confirm the parties' mutual intent to enter into a definitive Purchase and Sale Agreement and Joint Escrow Instructions ("Purchase Agreement") with the following material terms and conditions:

1. Property. The Property is located at 1903 Mariposa St, Fresno, CA, 93721, and generally consists of a vacant lot on 2.81 acres (APN 466-215-20T).
2. Purchase Price. The purchase price for the Property is pursuant to an appraisal conducted on August 13, 2014, with an appraised value of **\$1,650,000** (the "Purchase Price"), payable in cash at close of escrow.
3. Deposit. **\$25,000** will be deposited in escrow upon execution of the Purchase Agreement. Upon Buyer's written notice of approval of its due diligence, the deposit will become non-refundable and constitute liquidated damages if the transaction fails to close as a result of Buyer's default, but will be applicable to the Purchase Price. Until such written notice of

approval, the deposit will be fully refundable to Buyer. If Buyer does not give written notice of approval of its due diligence, the deposit will be returned to Buyer.

4. Due Diligence. Buyer's obligation to purchase the Property will be subject to completion of Buyer's due diligence and Buyer's approval of the Property, in its discretion, including soils conditions, environmental matters, title exceptions, entitlements, zoning, use restrictions and other governmental issues, tenant leases, property operating statements, feasibility studies and similar matters, within **90 days** after execution of the Purchase Agreement (the "Due Diligence Date"). To assist Buyer in its due diligence, Seller will deliver to Buyer, within five business days after execution of this letter, copies of certain documents in Seller's possession related to the Property, as listed on the attached list. The Purchase Agreement will also provide Buyer the right to enter onto the Property to complete such studies and tests as it determines appropriate, and will include Buyer's obligation to indemnify Seller for claims, losses and liabilities resulting from such entry.
5. Partial Reconveyance & Easements. Prior to close of escrow, Seller shall take fee simple interest in approximately 750 sqft on H street, and record a roadway maintenance easement of approximately 1,511 sqft. The purchase price shall be adjusted on a per sqft basis, net of such easements.
6. Temporary Construction Easement. Buyer shall grant Seller a temporary construction easement on 10,625 sqft, for a period of 12 months starting at the close of escrow, for a sum of \$2,000 per month.
7. Closing Date. The closing of the purchase transaction will occur **45 days** after the Due Diligence Date (the "Closing Date").
8. Title Insurance. Close of escrow will be contingent upon Buyer receiving an extended coverage ALTA title insurance policy, in an amount equal to the Purchase Price, insuring Buyer's ownership of the Property, subject to exceptions approved by Buyer. Seller will pay the cost of a standard coverage ALTA policy in the amount of the Purchase Price, and Buyer will pay the additional cost for extended coverage and any additional endorsements obtained by Buyer.
9. Escrow, Closing Costs and Pro-Rations. The purchase transaction will be consummated through an escrow to be established at Chicago Title Company in San Diego (Jamie Nalley, Escrow Officer). Seller will pay transfer taxes, one half of the escrow fee, and other closing costs customarily paid by sellers. Buyer will pay recording charges, one-half of the escrow fee and other closing costs customarily paid by buyers. The Purchase Agreement will provide for customary pro-rations, including security deposits, rents and real estate taxes and assessments.
10. Representations and Warranties. The Purchase Agreement will include customary representations and warranties for transactions of this type, including (a) representations and

warranties by each party as to its organization and status, and its authority to consummate the transaction, and (b) representations and warranties by Seller regarding the Property and as to the accuracy and completeness of due diligence documents provided to Buyer.

11. Brokerage Commission. Seller agrees to pay a 6.0% brokerage commission to Pacifica Real Estate Services for representing Buyer and Seller in the transaction. Each party will agree to indemnify the other for any commissions or finder's fees owed to any other person or entity as result of dealings with the indemnifying party.
12. Assignment. Buyer will have the right to assign its rights under the Purchase Agreement to a subsidiary or other affiliate of Buyer.

This letter is not intended to be a contract or a binding agreement for the purchase or sale of the Property. This letter is intended only as a statement of the present intentions of the parties. Neither party is obligated to proceed with a purchase and sale transaction, and neither party will become obligated unless and until a definitive Purchase Agreement has been negotiated and executed by the parties. The parties also anticipate that the Purchase Agreement will include other mutually acceptable terms and conditions, and the negotiations between the parties will include proposals for such additional terms and conditions. Each party acknowledges and understands that either party may terminate negotiations at any time, without any liability or obligation to the other party, and each party will bear its own attorneys' fees and other expenses incurred in connection with the proposed transaction.

Binding Provisions

Notwithstanding the above, the parties intend the following paragraphs to be binding.

A. Exclusive Negotiations. Seller agrees to deal exclusively with Buyer regarding any potential sale of the Property, for a period of 21 days after execution of this letter (the "Exclusivity Period"). During the Exclusivity Period (and afterwards, if a Purchase Agreement is signed), Seller agrees not to market the Property for sale, to accept any offer or make any counteroffer to sell or otherwise transfer the Property (other than from Buyer), or to otherwise negotiate with any other person or entity for any purchase or sale of the Property or any interest therein.

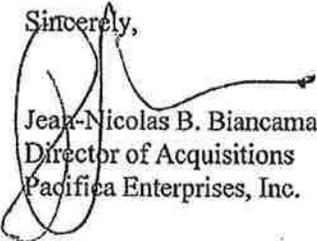
B. Confidentiality. Seller agrees, during the Exclusivity Period, not to disclose the terms of this letter, other than to those of its employees, consultants and advisors as reasonably necessary to negotiate a Purchase Agreement and assist Buyer in its due diligence.

If the terms and conditions set forth above are acceptable to you, please sign this letter where indicated below, and return the original or a copy to us. We will then have our attorneys prepare a draft Purchase Agreement for your review.

June 5, 2015
Page No. 4

We would appreciate receiving your response by 5:00pm on June 12, 2015.

Sincerely,



Jean-Nicolas B. Biancamano
Director of Acquisitions
Pacifica Enterprises, Inc.

ACCEPTED:

By: _____

Name/Title: _____

Dated: _____, 2015

Due Diligence Documents

- **Financial Reports:**
 - Current lease or service agreement (parking lot)
 - Monthly operating statements for the prior three years and current year-to-date,
 - Real estate tax bills and personal property tax bills
 - Personal property lists

- **Personal & Service Contracts:**
 - Complete copies of all service contracts including term and cancellation provisions
 - Copies of all licenses and permits
 - Listing of utility vendors with all account numbers and a phone number for each utility
 - Certificates of Insurance indicating the types and limits of all insurance currently in place with regard to each property
 - Insurance loss runs for the past 3 years

- **Property Reports:**
 - All existing plans and specifications
 - Appraisals
 - Engineering and environmental reports, termite inspections, and soil tests
 - General Plan and General Plan Amendment

- **Title & Survey:**
 - Certified ALTA/ACSM survey/plot plan
 - Preliminary title insurance policy (including copies of all documents of record referenced in such report)

- **Government:**
 - All governmental authority notices of building code, zoning, fire or health code violations
 - All certificates of occupancy
 - Any notice of an existing, proposed or contemplated plan to widen, modify or realign any street or highway or any eminent domain proceeding that would affect the property
 - Listing of current litigation, actions, proceedings and investigations pending against the seller or property

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 2.81 ACRES ON 1903 MARIPOSA (APN 466-215-20T) TO _____

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, _____, wishes to purchase 2.81 acres of real property which is identified in the Plan as Lines #37, APN 466-215-20T (the "Property") for a total price of \$_____.00 cash at close of escrow. Appraised value of the Property is \$1,650,000.00.

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]

**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.
3. **Purchase Price.** The purchase price for the Property is _____ ("Purchase Price"). The Purchase Price, subject to adjustments provided in this Agreement (if any), will be paid by Buyer in cash or by wire transfer of immediately available funds at the Closing.
4. **Seller's Warranties.** Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, leases, encroachments on the Property from adjacent Property, encroachments from the Property onto adjacent Property, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property; (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with any code, statute, regulation, ordinance, judicial order, judicial holding, or other applicable law concerning the Property; (d) Seller has no knowledge of any hazardous materials or substances (as now or hereafter defined in any law, regulation, or rule) stored, discharged, or otherwise present in, on, or affecting the Property; (e) Seller has no knowledge of any material defects in the Property; (f) the Property is currently vacant.

SAMPLE PURCHASE AGREEMENT

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

SAMPLE PURCHASE AGREEMENT

- 5.5 **Closing.** The escrow will be considered closed (“Closing” or “Close” or the “Closing Date”) on the date that the Title Company records the grant deed. The escrow will be in condition to Close when all conditions to Close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the grant deed. Unless extended by the mutual consent of the parties, the escrow and this Agreement shall terminate if Closing does not occur within one hundred and eighty (180) days following final execution of this Agreement (including attestation by the Clerk) (the “Outside Closing Date”). Seller’s Executive Director is authorized to agree to administratively extend this Agreement as necessary to accommodate satisfaction of conditions precedent. Upon termination of the escrow, the Title Company will return all funds, including the Deposit, and documents to the respective depositor, less any termination fee if applicable, and this Agreement will be of no further effect except as herein provided. Notwithstanding the foregoing, Buyer shall have the right to extend the Outside Closing Date for up to two (2) extension periods of forty-five (45) days each by providing written notice to the Seller along with making an additional deposit of \$2,500.00 for each extension, such additional deposits to be applicable to the Purchase Price but refundable only in the event of a Seller Default.
- 5.6 **Recordation.** At Closing, Title Company shall date the grant deed, and all other undated documents in escrow, with the date of Closing, and the Title Company shall record the grant deed, performance deed of trust and all other documents necessary to the Closing.
- 5.7 **Disbursements.** At Closing, Title Company shall disburse the Purchase Price, less Seller’s costs to clear title (placing it in the condition set forth in Section 5.3), prorations, and other costs, if any, to Seller, when Title Company is committed to issue a standard CLTA or ALTA owner’s title insurance policy to Buyer insuring its fee title in the condition set forth in Section 5.3, above, for the Purchase Price or such lesser amount as Buyer may designate.
- 5.8 **Risk of loss.** Any loss or damage, to the Property or any improvements on it, before Closing is at Seller’s risk.
- 5.9 **Broker.** Neither party engaged a broker for this transaction.
6. **Delivery of Possession.** Seller shall deliver exclusive possession of the Property at Closing.
7. **Buyer’s Right to Enter and Inspect the Property.** Buyer shall have the right to enter, inspect, and conduct any due diligence tests on the property that Buyer deems advisable. Seller grants Buyer, and/or Buyer’s agents, the right, upon 24 hours notice, to enter onto

the Property to conduct tests and investigations, if all the following occur: (a) Buyer conducts tests and investigations at its sole cost and expense; (b) the tests and investigations do not unreasonably interfere with Seller's possession.

8. Miscellaneous Provisions.

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

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

To Seller:
SUCCESSOR AGENCY TO THE REDEVELOPMENT
AGENCY OF THE CITY OF FRESNO, a public body
corporate and politic
Attention: Executive Director
2344 Tulare Street, Suite 200
Fresno, CA 93721
Phone No.: 559.621-7600
Fax No.: 559.498.1870

To Buyer:

Attention: _____

Phone No.: _____

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.

SAMPLE PURCHASE AGREEMENT

- 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

SAMPLE PURCHASE AGREEMENT

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

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

BUYER:

By: _____

Dated: _____, 20__

SELLER:

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

By: _____
Marlene Murphey, Executive Director

Dated: _____, 20__

The Successor Agency to the Redevelopment Agency of the City of Fresno has signed this Agreement pursuant to authority granted on _____, 20__

ATTEST:
YVONNE SPENCE, CMC
Ex-officio Clerk

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

By _____
Deputy

By _____
Deputy

Dated: _____, 20__

Dated: _____, 20__

Attachments:

Exhibit A: Legal Description

SAMPLE PURCHASE AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION

