

SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

2126-2140 Merced Street, Fresno, CA 93721

APN 466-152-01

THIS SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made effective this _____ day of _____, 20__ (the "Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("Buyer"), and Craig A. Davis and Cynthia D. Davis, Trustees of the Craig and Cynthia Davis Family Trust dated April 23, 2015 ("Seller"). Seller and Buyer are sometimes collectively referred to herein as the "Parties" and singularly as a "Party."

R E C I T A L S:

This Agreement is made and entered into by the Parties with respect to the following facts and circumstances:

Seller represents to Buyer that Seller is the sole legal and equitable owner in fee simple of title of approximately 0.26 acres of improved real property located at 2126-2140 Merced Street, Fresno, CA 93721 in the County of Fresno, State of California, and more particularly described in Exhibit A to this Agreement, attached and incorporated by this reference (collectively, the "Real Property"). Seller represents that the Real Property is composed of one legal parcel, of which is approximately 0.26 acres, as set forth in Exhibit A to this Agreement. The improvements to Real Property include facilities on the Real Property, which consist of a single one-story building with approximately 11,250 square feet of finished office space. The Real Property includes any and all other improvements to such Real Property, and all other personal property in which Seller may have any interest, that is affixed thereto at the time of the Closing Date (as defined in Section 6.05 hereof), as are all more particularly described in Exhibit A to this Agreement.

- A. Buyer desires to purchase the Real Property from Seller, and Seller desires to sell the Real Property to Buyer, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants herein contained, and for other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE I

AGREEMENT TO PURCHASE THE REAL PROPERTY

- 1.01 The Real Property.** Subject to all of the terms, covenants, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell the Real Property to Buyer, and Buyer agrees to buy the Real Property from Seller at the Closing Date (as defined in Section 6.05, hereof).
- 1.02 Purchase Price.** The purchase price ("Purchase Price") shall be One Million Nine Hundred Twelve Thousand Five Hundred Dollars (\$1,912,500.00) for the Real Property in "AS-IS" condition (as defined in Section 2.06, hereof).
- 1.03 Buyer's Deposit.** No later than five (5) business days following the Effective Date of this Sale/Purchase Agreement and Escrow Instructions, the Buyer shall deposit into Escrow a good faith deposit of Fifty Thousand Dollars (\$50,000.00) ("Buyer's Deposit"), at Fidelity National Title (Attn: Valerie Budzik, Escrow Officer), 7475 N. Palm Avenue, Fresno, CA 93711, or such other title company mutually agreeable to the Parties if such title company is not available or is replaced ("Escrow Holder"). The full amount of the Buyer's Deposit, together with interest thereon, shall be fully credited to the Purchase Price of the Real Property at the Closing Date (as defined in Section 6.05, hereof). In the event Buyer terminates this Agreement for the purchase of the Real Property prior to the expiration of Buyer's Due Diligence Period (as defined in Section 2.02, hereof), such termination shall not be deemed a default under this Agreement, and the entire Buyer's Deposit, shall be refunded to Buyer, less Buyer's share of any accrued Closing Costs (as defined in Section 6.04, hereof) as set forth in Section 6.07, hereof.
- 1.04 Payment of the Purchase Price.** The Purchase Price for the Real Property shall be paid by Buyer to Seller as follows:

Unless Buyer terminates this Agreement prior to the expiration of Buyer's Due Diligence Period (as defined in Section 2.02, hereof), Buyer shall keep and maintain the full Buyer's Deposit in Escrow through closing of the sale pursuant to the terms of this Agreement. In addition, Buyer shall deposit into Escrow with Escrow Holder at least two (2) business days before the Closing Date (as defined in Section 6.05, hereof), immediately available cash funds equal to Buyer's share of closing costs and the remainder of the Purchase Price pursuant to this Agreement.

IF THIS AGREEMENT DOES NOT CLOSE BECAUSE OF DEFAULT BY BUYER, AND SELLER IS NOT OTHERWISE IN DEFAULT, THEN SELLER SHALL BE ENTITLED TO THE DEPOSIT AND ALL INTEREST THEREON (IF ANY) AS LIQUIDATED DAMAGES. SELLER SHALL HAVE NO RIGHT TO ADDITIONAL DAMAGES AND SELLER WAIVES ALL RIGHT TO AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT IF BUYER DEFAULTS AND SELLER IS NOT IN DEFAULT, SELLER'S ACTUAL DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE AND THE AMOUNT OF THE DEPOSIT AND ALL INTEREST THEREON (IF ANY) IS THE BEST ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER.

THE PARTIES WITNESS THEIR AGREEMENT TO THIS LIQUIDATED DAMAGES PROVISION BY INITIALING SECTION _____.

(BUYER'S INITIALS)


(SELLER'S INITIALS)

ARTICLE II

POSSESSION, PHYSICAL INSPECTION, CONDITION OF THE REAL PROPERTY, AND DOCUMENTS

- 2.01 Possession.** Subject to Buyer paying the Purchase Price and otherwise complying with the terms and conditions of this Agreement to which Buyer is required to comply up to the Closing Date, Buyer shall have the exclusive right to own. Buyer is purchasing the property subject to existing lease agreements and shall not have the exclusive right to possess the real property during the term of the lease, which shall have the Condition of Title to the Real Property (as defined in Section 3.01, hereof), on and at all times after the Closing Date.
- 2.02 Inspection of the Real Property.** Buyer and Buyer's agents, employees, and representatives (collectively "Buyer's Agents"), may investigate, inspect, and conduct such tests upon the Real Property, and each portion thereof, as Buyer deems necessary or advisable ("Buyer's Due Diligence"), provided however, such testing shall not in any way cause any damage or destruction or diminution of value to the Real Property, or any

portion thereof. Buyer acknowledges that Buyer commenced Buyer's Due Diligence prior to Buyer's execution of this Agreement. Buyer shall deliver within ten (10) days of receipt all documents, including photographs, report memorandum, correspondence and emails generated as a result of any inspection conducted pursuant to paragraph 2.02.

2.03 Delivery of Property Documents. Within five (5) days of the execution of this Agreement, Seller shall provide to Buyer any and copies of all permits, soils reports, surveys, licenses, plans and specifications of all improvements pertaining to the Real Property, together with all amendments or modifications thereto, which are in the possession or control of Seller (collectively, "Property Documents").

2.04 Buyer's Inspection Period. Buyer shall have seventy five (75) days from the Effective Date of this Agreement ("Buyer's Due Diligence Period") to complete all of Buyer's Due Diligence (as defined in Section 2.02, hereof), which may include, but is not limited to, inspection of the Real Property, review of Contracts (as defined in Section 2.03, hereof) and Property Documents (as defined in Section 2.04, hereof) to be provided by Seller under Sections 2.03 and 2.04, hereof, respectively, review of matters of Condition of Title to the Real Property (as defined in Section 3.01, hereof), and conducting other such due diligence as Buyer determines appropriate.

2.05 "As-Is" Purchase. SUBJECT ONLY TO THOSE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN SECTION 4.01, HEREOF, BUYER SHALL TAKE TITLE TO THE REAL PROPERTY, IN ITS PHYSICAL CONDITION AND ON AN "AS IS" AND "WHERE IS" BASIS, AS OF THE EFFECT DATE, WITH ALL FAULTS, DEFECTS AND DEFICIENCIES, WHETHER KNOWN OR UNKNOWN, IT BEING UNDERSTOOD THAT SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER TO BUYER AS TO THE PHYSICAL CONDITION, INCLUDING WITHOUT LIMITATION, THE STRUCTURAL SOUNDNESS THEREOF, HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE REAL PROPERTY, OR ANY PORTION THEREOF, FOR ANY PARTICULAR USE OR PURPOSE BY BUYER, WHETHER OR NOT SUCH PROPOSED USE OR PURPOSE HAS BEEN COMMUNICATED TO SELLER, OR IS DESIRED BY SELLER, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE PRESENCE, ABSENCE OR PROXIMITY ON, UNDER, IN, OR NEAR THE REAL PROPERTY OF ANY HAZARDOUS, TOXIC, CARCINOGENIC OR OTHERWISE HARMFUL SUBSTANCES, OR SEISMIC FAULTS OR FLOOD HAZARDS, NOR IS SELLER MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO

WHETHER OR NOT SUCH REAL PROPERTY COMPLIES OR DOES NOT COMPLY WITH ANY LAWS, REGULATIONS, ORDINANCES, RELATED TO THE CONDITION, USES OR OCCUPANCY THEREOF. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE OF ANY KIND OR NATURE CAUSED TO THE REAL PROPERTY, DIRECTLY OR INDIRECTLY, WHETHER OR NOT SUCH LOSS, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DIMINUTION OF VALUE WAS DISCOVERED BEFORE OR AFTER THE CLOSING DATE.

BUYER ACKNOWLEDGES THAT BUYER HAS SPECIFICALLY READ AND UNDERSTOOD AND AGREES TO ALL OF THE PROVISIONS OF THIS SECTION 2.05.

(BUYER'S INITIALS)

ARTICLE III

CONDITION OF TITLE TO THE REAL PROPERTY

3.01 Condition of Title to the Real Property. Seller shall convey to the Buyer fee simple title to the Real Property, subject only to (i) the terms and conditions of this Agreement, and (ii) the following exceptions (the "Permitted Exceptions"):

- (a) The pro-rata portion up to the Closing Date (as defined in Section 6.05 hereof) of the amount of the lien for property taxes, assessments, fees, and charges that are assessed but not yet delinquent.
- (b) All exceptions to title except for Exceptions 4, 5, 8, 10, 13, 14, and 15 reflected on that certain Preliminary Title Report prepared by Fidelity National Title Company, dated October 23, 2025, at 07:30 AM (the "Preliminary Title Report"), a copy of which Preliminary Title Report, including copies of all documents supporting the exceptions to title, is attached hereto as Exhibit B to this Agreement, and incorporated herein by this reference, and which exceptions to title (except for the exceptions listed herein) Buyer accepts pursuant to the terms of Section 3.02, hereof.

The condition of title to the Real Property reflected in the Preliminary Title Report shall be the "Condition of Title to the Real Property." From and after the effective date of the Preliminary Report, Seller shall not alter the Condition of Title to the Real Property reflected in the Preliminary Report without the express written consent of Buyer, which Buyer may approve or reject in its absolute and sole discretion.

3.02 Title Insurance.

- (a) At the Closing Date, and as a condition to Buyer's obligation to purchase the Real Property, Escrow Holder shall issue and deliver to Buyer, its standard coverage CLTA Owner's Policy of Title Insurance insuring title to the Real Property subject to the Permitted Exceptions, and with liability in the amount of the Purchase Price applicable to the Real Property (the "Title Policy"); and
- (b) Seller shall cause Escrow Holder to issue a Final Title Report in the same Condition of Title to the Real Property (as defined in Section 3.01, hereof) as the Preliminary Title Report (as defined in Section 3.01(b), hereof), dated as of the Closing Date, provided that the Premier Valley Bank Deed of Trust shall have been removed from the Condition of Title in such Final Title Report, as required under Section 3.01(b) hereof.

ARTICLE IV

COVENANTS, WARRANTIES, AND REPRESENTATIONS

4.01 Covenants, Warranties and Representations of Seller. Subject to Section 2.06, hereof, Seller hereby makes the following covenants, representations and warranties, and acknowledges that Buyer's execution of this Agreement has been made, and Buyer's acquisition of the Real Property will be made, in material reliance by Buyer on these covenants, representations and warranties:

- (a) Authority. Seller is the sole owner of fee title to the Real Property. Seller has the full power, authority, and legal capacity to enter into and to perform Seller's obligations under this Agreement, to sell the Real Property as provided herein, without the need for obtaining the consent or approval of any other person, court or governmental agency, body or subdivision. The person(s) executing this Agreement shall bind Seller to the terms and conditions of this Agreement.

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- (b) No Violation. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, neither this Agreement, nor anything provided to be done hereunder, violates, or will violate any contract, agreement or instrument whatsoever, including, without limitation, any laws, regulations, or policies relating to any financing, grant or award agreement or instrument, to which Seller is a party, bound or obligated thereto.
- (c) No Grants. Seller has not granted any options or rights of first refusal or rights of first offer to third parties to purchase or otherwise acquire an interest in the Real Property.
- (d) Governmental Violations. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, Seller has not received any written notice of any pending, threatened or unresolved violations of City of Fresno, County, State, or Federal building, zoning, fire, or health or safety codes or ordinances, or any other governmental law, regulation, rule or policy affecting Seller and concerning the Real Property.
- (e) Eminent Domain. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, Seller has no current knowledge of any pending, threatened, or contemplated proceedings in eminent domain or otherwise that would affect the Real Property.
- (f) Special Assessments, Property-related Fees or Charges. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, (i) there are not pending any special assessments or property-related fees or charges, except those shown as Permitted Exceptions (as defined in Section 3.01, hereof, against the Real Property or any part thereof, and (ii) Seller has not received notice of any proposed special assessments, property-related fees or charges being contemplated. The subject property is subject to a special assessment for the Downtown Fresno Partnership, a Property and Business Improvement District (PBID).
- (g) Litigation. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, Seller has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened against Seller, or the Real Property, involving or affecting the sale of the Real Property to Buyer, at law or in equity, before any court, administrative forum, or governmental agency.
- (h) Encumbrances. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, and with the

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exception of the Permitted Exceptions (as defined in Section 3.01, hereof), (i) the Real Property is free and clear of all liens, encumbrances, claims, rights, demands, easements, leases, agreements, covenants, conditions, and restrictions of any kind whatsoever, except for the Permitted Exceptions (as defined in Section 3.01, hereof) listed in the Preliminary Title Report (as defined in Section 3.01, hereof), and (ii) Seller has not entered into any agreement with any third parties regarding the sale, lease, management, repair, improvement, or any other matter affecting the Real Property that would be binding on Buyer or the Real Property after the Closing Date. Notwithstanding anything to the contrary in this Section 4.01(h), the Premier Valley Bank Deed of Trust shall be removed from the Condition of Title in such Preliminary Title Report, as required under Section 3.01(b) hereof. Seller has entered into written lease agreements with third parties that are binding on the Buyer after the closing date. The subject-written lease agreements, and all the amendments thereto will be delivered to Buyer, receipt of which shall be acknowledged by Buyer.

- (i) Encroachments. There are no encroachments on the Real Property from adjoining property, and the Real Property does not encroach on adjoining property, easements, or streets.
- (j) Streets. To the best of Seller's knowledge, after having conducted a reasonably diligent investigation, there are no existing, proposed, or contemplated plans to widen, modify, or realign any street or highway which affects the contemplated size of, use of, or setbacks on the Real Property.
- (k) Condition of Real Property. Seller shall not cause the physical condition of the Real Property to deteriorate or change after the Effective Date of this Agreement, normal wear and tear excepted.
- (l) Bankruptcy. No filing or petition under the United States bankruptcy law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed, nor is such filing being planned, with regard to Seller or any shareholder of Seller.
- (m) Foreign Investment Real Property Tax Act; Withholding. Seller is not a "foreign person" within the meaning of 26 U.S.C.A. § 1445(f)(3), or subject to the requirements of California Revenue and Taxation Code Section 18662.

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- (n) Performance. Seller shall timely perform and comply with all of Seller's covenants and agreements contained herein, and shall satisfy all conditions contained herein, that Seller is required to perform, comply with or satisfy under this Agreement.

4.02 Covenants, Warranties and Representations of Buyer. Buyer hereby makes the following covenants, representations, and warranties, and acknowledges that Seller's execution of this Agreement has been made, and Seller's sale of the Real Property will be made, in material reliance by Seller on these covenants, representations and warranties:

- (a) Authority. Buyer is duly authorized to enter into this Agreement. Buyer has the full power, authority, and legal capacity to enter into and to perform Buyer's obligations under this Agreement, to purchase the Real Property as provided herein, without the need for obtaining the consent or approval of any other person, court or governmental agency, body or subdivision. The person(s) executing this Agreement shall bind Buyer to the terms and conditions of this Agreement.
- (b) Litigation. To the best of Buyer's knowledge, after having conducted a reasonably diligent investigation, Buyer has no current knowledge of any actions, suits, claims, legal proceedings pending or threatened against Buyer involving or affecting the purchase of this Real Property from Seller, at law or in equity, before any court, administrative forum, or governmental agency.
- (c) No Prospective Violations. To the best of Buyer's knowledge, after having conducted a reasonably diligent investigation, Buyer has no current knowledge that the execution and delivery of this Agreement violates or will violate any contract, agreement or instrument, or loans or financing agreements to which Buyer is a party or bound.
- (d) Encumbrances. Buyer has not entered into any agreement regarding the sale, lease, management, repair, improvement, or any other matter affecting the Real Property that would be binding on Seller of the Real Property.
- (f) Performance. Buyer shall timely perform and comply with all covenants and agreements herein, and shall satisfy all conditions, that Buyer is required to perform, comply with or satisfy under this Agreement.

ARTICLE V

CONDITIONS PRECEDENT

5.01 Conditions Precedent to Seller's Obligation to Perform. Seller's obligation to perform as set forth herein is hereby expressly conditioned on satisfaction of each and every one of the following conditions precedent:

- (a) Buyer shall have timely and fully performed every act to be performed by it hereunder, including without limitation depositing the Purchase Price, and Buyer's share of the Closing Costs (as defined in Section 6.04, hereof) into Escrow (as defined in Section 6.01, hereof) with Escrow Holder prior to Buyer's respective deadlines provided in Section 1.04 and Section 6.02, hereof.
- (b) Each of Buyer's representations and warranties set forth in Section 4.02, hereof, shall be true at the time that they are required to be made under this Agreement, and as of the Closing Date, as if affirmatively made at that time.

The foregoing conditions are solely for the benefit of Seller, any or all of which may be waived in writing by Seller in Seller's sole discretion.

5.02 Conditions Precedent to Buyer's Obligations to Perform. Buyer's obligation to perform as set forth herein is expressly conditioned on the satisfaction of each and every one of the following conditions precedent:

- (a) Seller shall have timely and fully performed every act to be performed by it hereunder, including without limitation, depositing into Escrow with Escrow Holder the Grant Deed in the form and content attached as Exhibit C to this Agreement.
- (b) Each of the representations and warranties of Seller contained in Section 4.01, hereof, and in any provision herein shall be true at the time that they are required to be made under this Agreement, and as of the Closing Date as if affirmatively made at that time.
- (c) Escrow Holder shall issue the Title Policy as set forth in Section 3.02, hereof, in the Condition of Title to the Real Property (as defined in Section 3.01, hereof) as described in Section 3.01 and 3.02, hereof.

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- (d) Buyer's inspections and investigations of the Real Property reveal no conditions that, in the Buyer's sole and absolute discretion, render the Real Property unsuitable for the Buyer's intended use.
- (e) Buyer did not terminate Escrow, in its sole discretion, prior to the expiration of the Buyer's Due Diligence Period, as provided in Section 2.02, hereof.

The foregoing conditions are solely for the benefit of Buyer, any or all of which may be waived in writing by Buyer, in Buyer's sole discretion.

5.03 Failure or Waiver of Conditions Precedent. In the event that any of the conditions set forth above in Sections 5.01 and 5.02, hereof, are not fulfilled or waived in writing by the applicable Party on or before the Closing Date, this Agreement shall terminate and all rights and obligations hereunder of each Party shall be at an end, provided however, Seller and Buyer shall be obligated to pay their respective shares of the Closing Costs, in accordance with Section 6.07, hereof. Seller or Buyer may elect, at any time, or times, prior to the Closing Date, to waive in writing the benefit of any of their respective conditions set forth in Sections 5.01 and 5.02, hereof, as applicable. In any event, the Parties' consent as provided in this Section 5.03 up to the Closing Date shall waive any remaining unfulfilled conditions up to the Closing Date, provided however, such waiver shall not be deemed to waive any subsequently discovered breach of any representation, warranty, or covenant made by either Party to this Agreement.

ARTICLE VI

ESCROW

6.01 Establishment of Escrow. Upon the execution of this Agreement, the Parties shall promptly open an escrow (the "Escrow") with Escrow Holder to provide for Seller's conveyance of the Real Property to Buyer, as provided herein. Prior to the Closing Date, a duplicate of this fully executed Agreement (or counterparts thereof) shall be deposited with Escrow Holder and shall constitute escrow instructions to Escrow Holder concerning this transaction. Escrow Holder shall notify the Buyer and Seller, in writing, of the date of "Opening of Escrow."

6.02 Deposits into Escrow. The Parties shall make the following deposits into Escrow with Escrow Holder:

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- (a) Seller's Initial Deposits. Seller shall deposit into Escrow with Escrow Holder five (5) business days prior to the Closing Date:
 - i. A Title Policy as set forth in Section 3.02, hereof, reflecting the Condition of Title to the Real Property (as defined in Section 3.01, hereof) as described in Sections 3.01 and 3.02, hereof, with only the Permitted Exceptions (as defined in Section 3.01, hereof) therein;
 - ii. An executed original Grant Deed, with the signature thereon in recordable form, in the form and content attached hereto as Exhibit C to this Agreement, which is incorporated herein by this reference;
 - iii. The original Nonforeign Affidavit (Federal) and Real Estate Withholding Statement, form 592 (California), or combined form thereof, executed by Seller in the forms of Exhibit D to this Agreement, attached hereto and incorporated herein by this reference;
 - iv. All Assignment of Property Documents; and
 - v. The keys, alarm codes, and/or other instruments to enable full access and possession of the Real Property by Buyer.
- (b) Seller's Further Deposit. Seller shall deposit into Escrow with Escrow Holder two (2) business days prior to the Closing Date Seller's share of the Closing Costs (as defined in Section 6.04, hereof).
- (c) Buyer's Deposits. Buyer shall deposit the following into Escrow with Escrow Holder, prior to their respective deadlines provided herein:
 - i. A Preliminary Change in Ownership Report; and
 - ii. Buyer's share of the Closing Costs (as that term is defined in Section 6.04, hereof), at the same time that Buyer is required to deposit the funds for the Purchase Price into Escrow with Escrow Holder, pursuant to Section 1.02, hereof, with full credit being given to Buyer for Buyer's Deposit (as defined in Section 1.03, hereof) plus interest thereon which shall be fully credited to the Purchase Price of the Real Property at the Closing Date (as defined in Section 6.05, hereof), pursuant to section 1.03 hereof, and with full

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credit being given to Buyer for a prorated portion of any month's base rent, additional rent or costs paid by Buyer to Seller under any lease for the Real Property attributable to any portion of a month that is after the Closing Date.

- (d) Title Report (Buyer's Deposit). Buyer shall cause the Escrow Holder to deposit the Final Title Report, dated as of the Closing Date, into Escrow, according to the requirements of this Agreement.

6.03 Title Insurance. At the Closing Date, Escrow Holder shall issue, effective as of that date, the Title Policy, as set forth in Section 3.02, hereof.

6.04 Costs and Expenses. Notwithstanding the fact that Seller selected the Escrow Holder, the Parties agree that any and all of the Closing costs (collectively, the "Closing Costs") shall be borne by Seller and Buyer as follows:

- (a) Seller shall bear the base cost of the CLTA Preliminary Title Report;
- (b) Buyer shall pay the premium costs for an ALTA policy and any endorsements that Buyer elects, in its discretion.
- (c) The premium for the Title Policy shall be paid by Seller, 50% and by Buyer, 50%.
- (d) Recording fees, transfer taxes, and Escrow Holder's document preparation fees shall be paid by Seller, 50% and by Buyer, 50%, except those recording fees, transfer taxes, and document preparation fees for which Buyer is exempt.
- (e) Escrow fees and any and all other costs necessary to achieve a successful Closing of Escrow shall be paid by Seller, 50% and by Buyer, 50%.

Each Party shall bear its own legal, Broker, and accounting fees and costs.

6.05 Closing Date. The Close of Escrow shall be 30 days after the waiver of Due Diligence (the "Closing Date").

6.06 Procedure for Closing of Escrow. Escrow Holder shall close the Escrow by doing all of the following:

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- (a) Fully pay from funds deposited by Buyer and Seller, the Closing Costs to Escrow Holder;
- (b) After payment of the Closing Costs to Escrow Holder, calculate all credits due the respective parties including but not limited to interest on any deposit and any credit for prepaid rent and fully pay the balance of funds deposited by Buyer to Seller.
- (c) Record the Grant Deed in the Official Records of Fresno County, and return the recorded Grant Deed to Buyer, and provide conformed copies of the recorded Grant Deed to Seller;
- (d) Deliver a copy of Buyer's and Seller's closing statements for the Escrow to the respective Parties, subject to Section 6.04, hereof;
- (f) Deliver to Buyer the original and two (2) copies of the Title Policy in the form set forth in Section 3.02(b), hereof, at the Closing of Escrow.

6.07 Inability to Close Escrow. In the event that Escrow Holder is unable to close Escrow, and the Closing Date is not otherwise extended by the Parties' mutual agreement, this Escrow shall terminate. Escrow Holder shall return to each Party any money or documents deposited by the Parties and terminate the Escrow; provided however, that any cancellation charges imposed by Escrow Holder shall be paid by the defaulting Party, or if neither Party is in default, then paid 50% by Seller and 50% by Buyer.

ARTICLE VII

MISCELLANEOUS

7.01 Survival and Indemnity. Notwithstanding the Closing of Escrow, delivery of instruments, conveyances of the Real Property, and payment of consideration therefor, the Parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each such Party pursuant to this Agreement, shall survive the Closing of Escrow, and each Party agrees to indemnify, defend, and hold the other harmless from and against any and all claims, demands, losses, obligations, damages, liabilities, causes of action, costs, and expenses (including, without limitation, attorney's, paralegals' and other professionals' fees and costs) arising out of or in connection with a breach by the indemnifying Party of any such representation, warranty, covenant, or agreement.

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7.02 Commission. Seller represents that it has not engaged any person entitled to brokerage commission or finder's fee in connection with this transaction except for Newmark Pearson Commercial (Seller's Broker). Buyer represents that it has not engaged any person entitled to any brokerage commission or finder's fee in connection with this transaction except for Cushman & Wakefield US Inc. (Buyer's Broker and collectively with Seller's Broker, Broker). Buyer hereby agrees to indemnify, hold harmless and defend seller against any claims asserted against or adjudged against Seller if such claims shall be based upon any statement, representation or agreement made by Buyer, and Seller hereby agrees to indemnify, hold harmless, and defend Buyer if such claims shall be based upon any statement, representation, or agreement made by Seller. This real estate commission shall be earned upon, and only upon, the Close of Escrow pursuant to the terms of this Agreement. At the Close of Escrow, and through escrow, Seller shall pay a brokerage commission to Sellers Broker and Buyers Broker equal to 5% of the purchase price, to be paid out equally to the Sellers Broker and Buyers Broker (2.5% each). Buyer shall not incur or be responsible for any commission fees involving Buyer or Seller's Broker earned upon close of escrow.

7.03 Notices. The persons and their addresses having authority to give and receive notices under this Agreement including the following:

To Buyer: COUNTY OF FRESNO
General Services Department
Attn: Director of General Services
333 W. Pontiac Way
Clovis, CA 93612
Phone: (559) 600-5800

With a Copy to: COUNTY OF FRSNO
County Counsel's Office
2220 Tulare Street, Suite 500
Fresno, CA 93721
Phone: (559) 600-3479

To Seller: Craig A. & Cynthia D. Davis
38 Offshore
Newport Coast, CA 92657

All notices between Seller and Buyer provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, or by an overnight commercial courier service. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is

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effective three Buyer business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one Buyer business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

- 7.04 Entire Agreement.** This Agreement, including all exhibits hereto, and all related documents referred to in this Agreement or in the related documents, and the rights and obligations of the Parties hereto, constitutes the entire agreement between Buyer and Seller with respect to the subject matter hereof, and supersedes all other Agreement negotiations, proposals, commitments, oral statements, writings, advertisements, publications, and understandings of any nature whatsoever, unless expressly included in this Agreement.
- 7.05 Buyer's Governmental Capacity.** Nothing in this Agreement shall be interpreted as precluding Buyer from enforcing the provision of any laws or regulations applicable to the Real Property, nor shall anything be interpreted as otherwise limiting the powers and rights of Buyer in its governmental or regulatory capacity.
- 7.06 Amendment.** No provisions of this Agreement may be amended or modified in any manner whatsoever, except by duly authorized representatives of both Parties.
- 7.07 Successors.** The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assignees of the respective Parties.
- 7.08 Governing Law.** This Agreement, including all exhibits hereto, and the rights and obligations of the Parties hereto, shall be governed in all respects, including validity, interpretation, and effect, by the laws of the state of California. For purposes of venue, the performance of this Agreement shall be deemed to be in Fresno County, California. In the event of any litigation between the Parties arising out of or related to this Agreement, venue for such litigation shall only be Fresno County, California.

SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

2126-2140 Merced Street, Fresno, CA

APN: 466-152-01

- 7.09 Headings. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.
- 7.10 Counterparts. This Agreement may be executed by the Parties in different counterparts, all of which together shall constitute one agreement, even though all Parties may not have signed the same document.
- 7.11 Time. Time is of the essence with respect to each of the Parties' performance of their respective obligations under this Agreement.
- 7.12 No Third-Party Beneficiaries. Notwithstanding anything stated to the contrary herein, there shall not be any intended third-party beneficiaries of this Agreement whatsoever.
- 7.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, unless it would be unreasonable to do so in light of the object of this Agreement as a whole.

[SIGNATURES ON FOLLOWING PAGE]

BUYER:

County of Fresno


SELLER:

Craig A Davis and Cynthia D. Davis,
Trustees of the Craig and Cynthia
Davis Family Trust dated April 23,
2015

Raymond T. Hunter
Director of General Services
County of Fresno



Craig A. Davis, Trustee



Cynthia D. Davis, Trustee

APPROVED AS TO LEGAL FORM

Douglas T. Sloan, County Counsel

By: _____
Deputy

APPROVED AS ACCOUNTING FORM

Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

By: _____
Deputy

SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

2126-2140 Merced Street, Fresno, CA

APN: 466-152-01

BUYER:

County of Fresno

SELLER:

Craig A Davis and Cynthia D. Davis,
Trustees of the Craig and Cynthia
Davis Family Trust dated April 23,
2015

Raymond T. Hunter
Director of General Services
County of Fresno

Craig A. Davis, Trustee

Cynthia D. Davis, Trustee

APPROVED AS TO LEGAL FORM

Douglas T. Sloan, County Counsel

By: _____
Deputy

APPROVED AS ACCOUNTING FORM

Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax Collector

By: _____
Deputy

EXHIBIT "A"

LEGAL DESCRIPTION

SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

2126-2140 Merced Street, Fresno, CA

APN: 466-152-01

Real Property and Legal Description

Parcel: APN 466-152-01

LOTS 1, 2, AND 3 IN BLOCK 92 OF THE TOWN (NOW CITY) OF FRESNO, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 4, PAGE 2 OF PLATS, FRESNO COUNTY OF RECORDS

EXHIBIT "B"

Preliminary Title Report

**Includes all Documents Supporting the
Exceptions to Title**



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Andy Kern
Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 7475 N. Palm Avenue, Ste 107, Fresno, CA 93711

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
7475 North Palm Avenue, #107 • Fresno, CA 93711
(559)431-8050 • FAX (559)261-8960

***Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Darrin Nichols
Email: darrin.nichols@fntg.com
Title No.: FFOM-2012503915-DN

Escrow Officer: Darlene M Van Hoose
Email: darlene.vanhooose@fnf.com
Escrow No.: FFOM-2012503915 -DMV

TO: The County of Fresno, a political subdivision of the State of California
333 Pontiac Way
Clovis, CA 93612
Attn: Nelson Corey

PROPERTY ADDRESS(ES): 2126-2140 Merced Street, Fresno, CA

EFFECTIVE DATE: October 23, 2025 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Owner's Policy - 2022

ALTA Loan Policy 2021 Extended

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Craig A. Davis and Cynthia D. Davis, Trustees of the Craig and Cynthia Davis Family Trust dated April 23, 2015

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 466-152-01

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2 AND 3 IN BLOCK 92 OF THE TOWN (NOW CITY) OF FRESNO, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 4, PAGE 2 OF PLATS, FRESNO COUNTY RECORDS.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 005-994
 Tax Identification No.: 466-152-01
 Fiscal Year: 2025-2026
 1st Installment: \$6,848.75 Open
 2nd Installment: \$6,848.75 Open
 Exemption: \$0.00
 Land: \$125,000.00
 Improvements: \$887,500.00
 Personal Property: \$0.00

2. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Taxes and assessments levied by the Fresno Irrigation District.

No assessments have been levied for the tax year 2025 and no delinquencies exist as of the date hereof.

5. The herein described property lies within the boundaries of the Fresno Metropolitan Flood Control District and may be subject to assessment for drainage fees and/or requirements to construct planned local drainage facilities

Disclosed by: FMFCD Resolution No. 1816
 Recording Date: July 31, 1995
Recording No.: [95092128](#), of Official Records

No assessments have been levied at this time.

6. A notice that said Land is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the redevelopment plan) as disclosed by a document

Recording Date: July 23, 1998
Recording No.: [98102552](#), of Official Records
 Redevelopment Agency: Redevelopment Plan for the Fulton Redevelopment Project

and Re-Recording Date: August 13, 1998
 and Re-Recording No.: [98113360](#), of Official Records

A Revision of said plan recorded December 12, 2007 as [Document No. 20070219944](#), of Official Records.

EXCEPTIONS
(continued)

7. Water rights, claims or title to water, whether or not disclosed by the public records.
8. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.
9. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
10. Any lien or right to a lien for services, labor or material not shown by the Public Records.
11. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
12. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
13. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
14. The Company will require that an Owner's Affidavit be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(ies): Craig A. Davis and Cynthia D. Davis, Trustees of the Craig and Cynthia Davis Family Trust dated April 23, 2015

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.
15. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
16. Note: This property does not meet the criteria for an ALTA Homeowner's Policy to be issued.

END OF EXCEPTIONS

NOTES

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

- Note 1.** Note: The charge for a policy of title insurance, when issued through this title order, will be based on the Basic Title Insurance Rate.
- Note 2.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:
- Name(s) furnished: The County of Fresno, a political subdivision of the State of California
- If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 3.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial Property, known as 2126-2140 Merced Street, Fresno, CA, to an Extended Coverage Loan Policy.
- Note 4.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 5.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 6.** Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- Note 8.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 9.** Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

NOTES
(continued)

Note 10. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies:

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06)

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. CLTA Standard Coverage Policy 1990 (11-09-18).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:

Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abuts the Land.

Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
 5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
 7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
 9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
 10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Co.
FNTIC - Fidelity National Title Insurance Co.
NTINY - National Title Insurance of New York

Available Discounts

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, CLTIC, FNTIC, NTINY)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

DISASTER AREA TRANSACTIONS (CTIC, CLTIC, FNTIC, NTINY)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a Lender's Policy (Standard or Extended), or an Owner's Policy (Standard or Homeowners coverage). To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster.

Notice of Available Discounts

(continued)

DISASTER AREA ESCROWS (CTC, CLTC, FNTC, TICOR, LTC)

This rate is available for individuals or entities that were victims of a national or state disaster. The rate can be used for a loan or a sale escrow transaction. To qualify for this rate, the applicant must, prior to the closing of the applicable transaction, make a written request, including a statement meeting the following criteria:

- A. The subject property is in a disaster area declared by the government of the United States or the State of California.
- B. The subject property was substantially or totally destroyed in the declared disaster.
- C. The subject property ownership has not changed since the time of the disaster.

The rate will be fifty percent (50%) of the applicable rate, and the transaction must be completed within sixty (60) months of the date of the declaration of the disaster. Standard minimum charge applies based upon property type. No other discounts or special rates, or combination of discounts or special rates, shall be applicable. Applies to a single transaction per property.

This rate is applicable to the following Zones/Counties:

Zone 1.A: Orange County

Zone 1.B: Riverside and San Bernardino Counties

Zone 2: Los Angeles County

Zone 3: Ventura County

Zone 10: San Diego County

Zone 12: Imperial County

If used for a sale transaction, the application of this rate assumes the charge for the Residential Sale Escrow Services (RSES) fee will be split evenly between buyer and seller. As such and regardless of how the calculated applicable RSES will be split between the disaster victim and the other principal, the rate will be applied only to one half (1/2) of the calculated applicable RSES fee, regardless of whether the disaster victim is paying half (1/2) of the RSES fee (as is customary) or paying the entire fee. The rate under this provision will be fifty percent (50%) of disaster victims' one half (1/2) portion only and shall not apply to any portion paid by non-disaster victim. Additional services will be charged at the normal rates.

MILITARY DISCOUNT RATE (CTIC, CLTIC, FNTIC)

Upon the Company being advised in writing and prior to the closing of the transaction that an active duty, honorably separated, or retired member of the United States Military or Military Reserves or National Guard is acquiring or selling an owner occupied one-to-four family property, the selling owner or acquiring buyer, as applicable, will be entitled to a discount equal to fifteen percent (15%) of the otherwise applicable rates such party would be charged for title insurance policies. Minimum charge: Four Hundred Twenty-Five And No/100 Dollars (\$425.00)

The Company may require proof of eligibility from the parties to the transaction verifying they are entitled to the discount as described. No other discounts or special rates, or combination of discounts or special rates, shall be applicable.

MILITARY RATE (SLTC)

A discount of twenty percent (20%) off the purchase transaction closing and settlement fee or a discount of One Hundred And No/100 Dollars (\$100.00) off the refinance closing and settlement fee, will be applied when the loan is guaranteed by the United States Veterans Administration and the escrow fee is being paid by the consumer and is listed as paid by borrower on the Closing Disclosure and final Settlement Statement.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

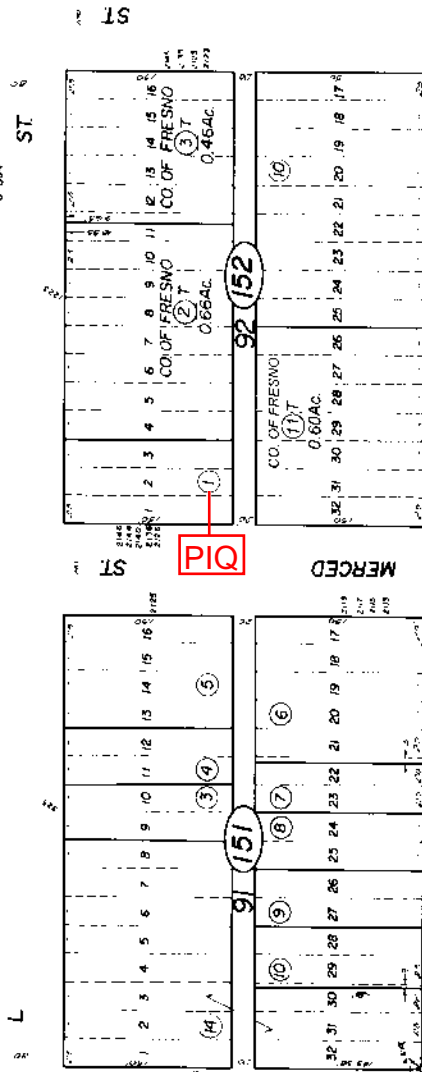
— NOTE —
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.

FRESNO CITY BLOCKS

466-15

Tax Rate Area

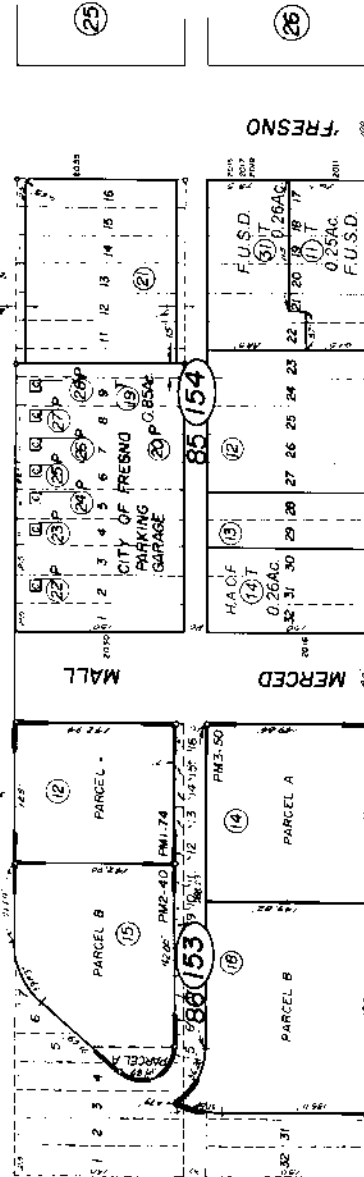
5-005
5-023
5-216
5-394



(4)

VAN NESS AVE

AVE



FULTON ST

FULTON

MALL

FRESNO

Parcel Map No. 72-18-Bk. 3, Pg. 50
Parcel Map No. 71-03-Bk. 2, Pg. 40
Parcel Map No. 69-19-Bk. 1, Pg. 74

11/02/05-2021 BAW 21R

Assessor's Map Bk. 466 - Pg. 15
County of Fresno, Calif.

(21)

H.A.C.F. - Housing Authority of City of Fresno
NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

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*This map is for Assessment purposes only.
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ownership or divisions of land for purposes
of zoning or subdivision law*

11

5-005
5-023
— 5-216
5-994

16

45

TWO VOLUMES

FULTON ST.

VAN NESS

ST

:

AVE.

MERGED

MALL

MERCED

MALL

Assessor's Map Bk.466 -Pg.15
County of Fresno, Calif.

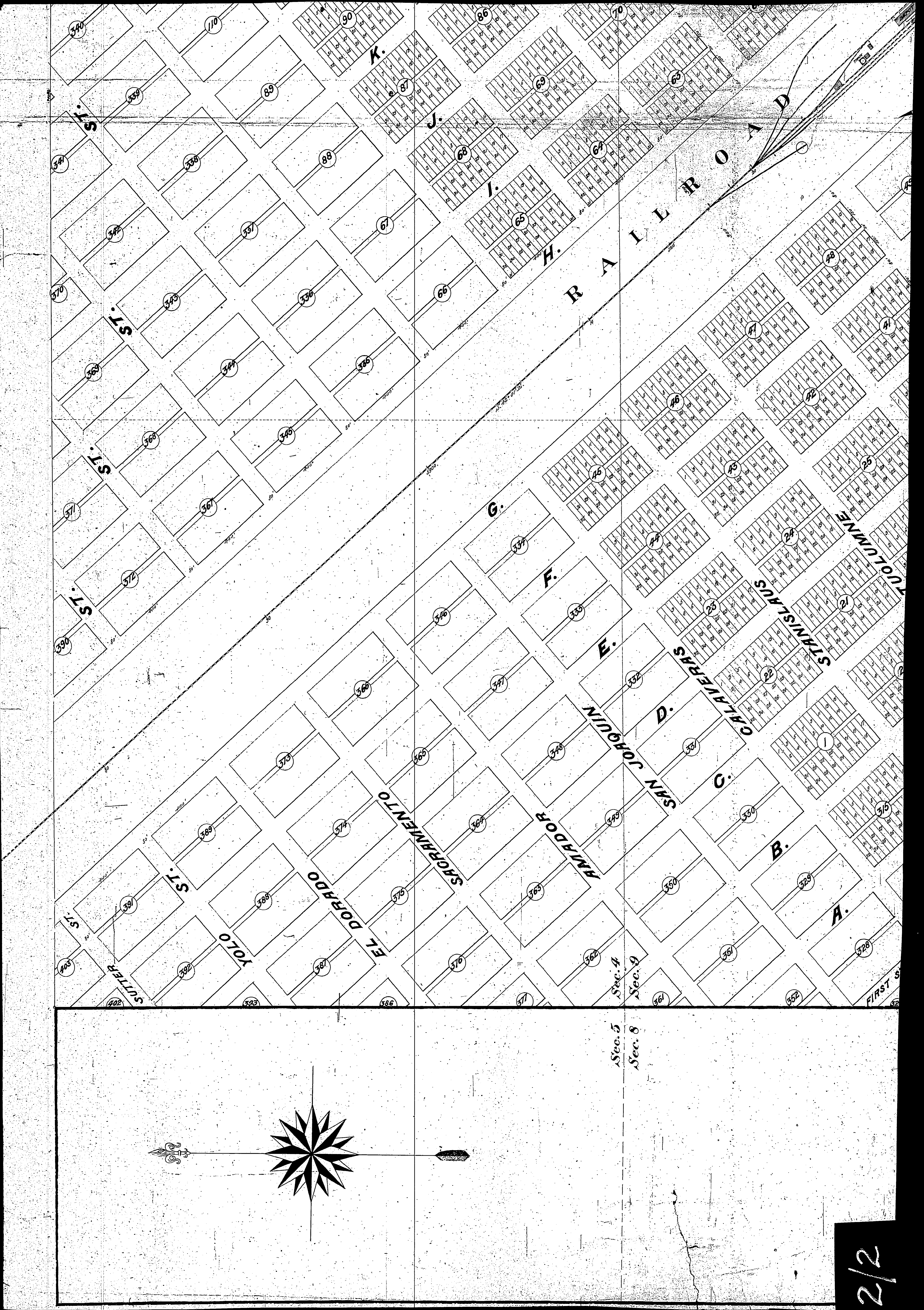
Parcel Map No. 72 - 18 - Bk. 3, Pg. 50
Parcel Map No. 71 - 03 - Bk. 2, Pg. 40
Parcel Map No. 69 - 19 - Bk. 1, Pg. 74

11.02.05.2021 BMW 21R

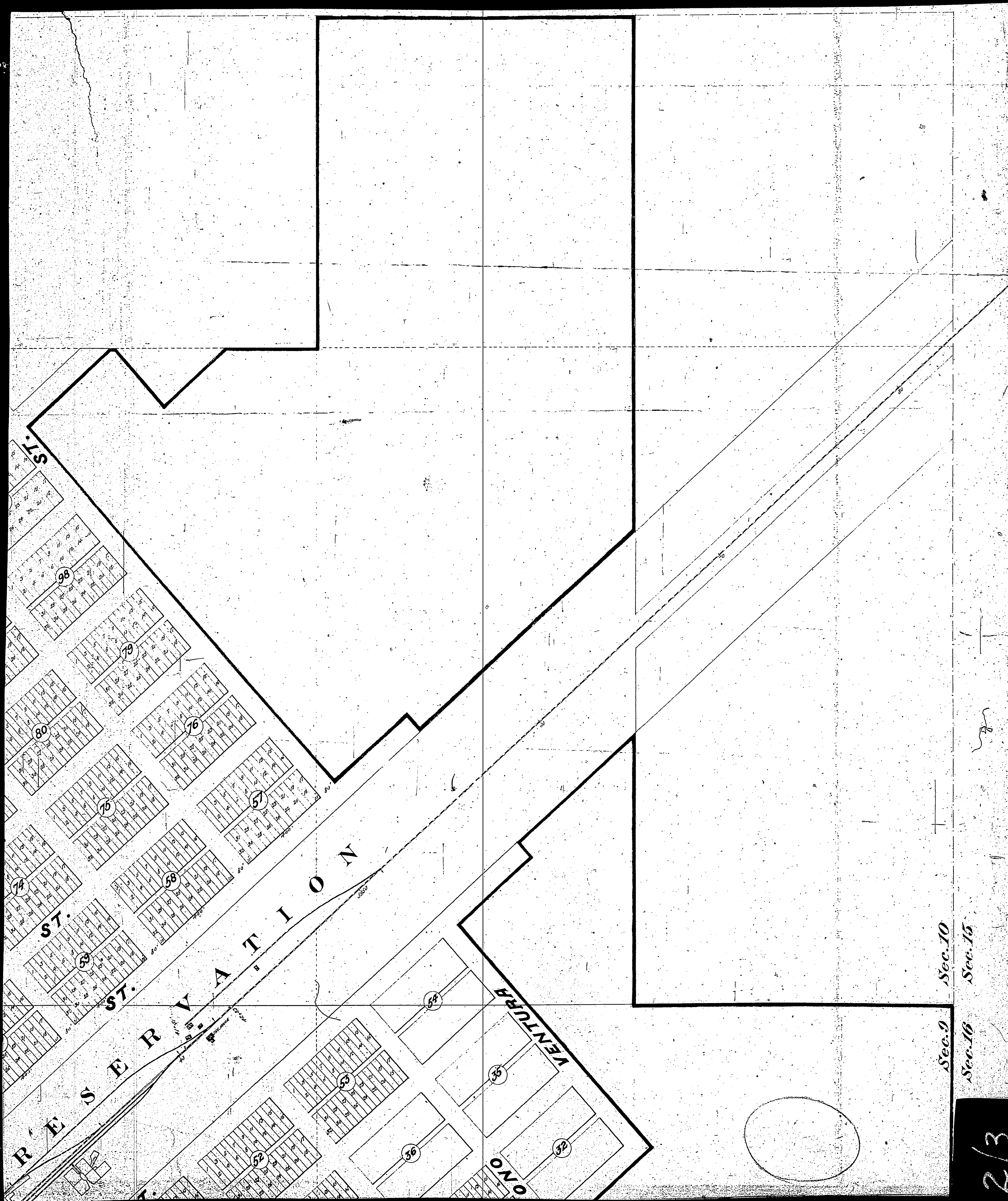
H.A.C.F. Housing Authority of City of Fresno
NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

This map/site is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries, and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



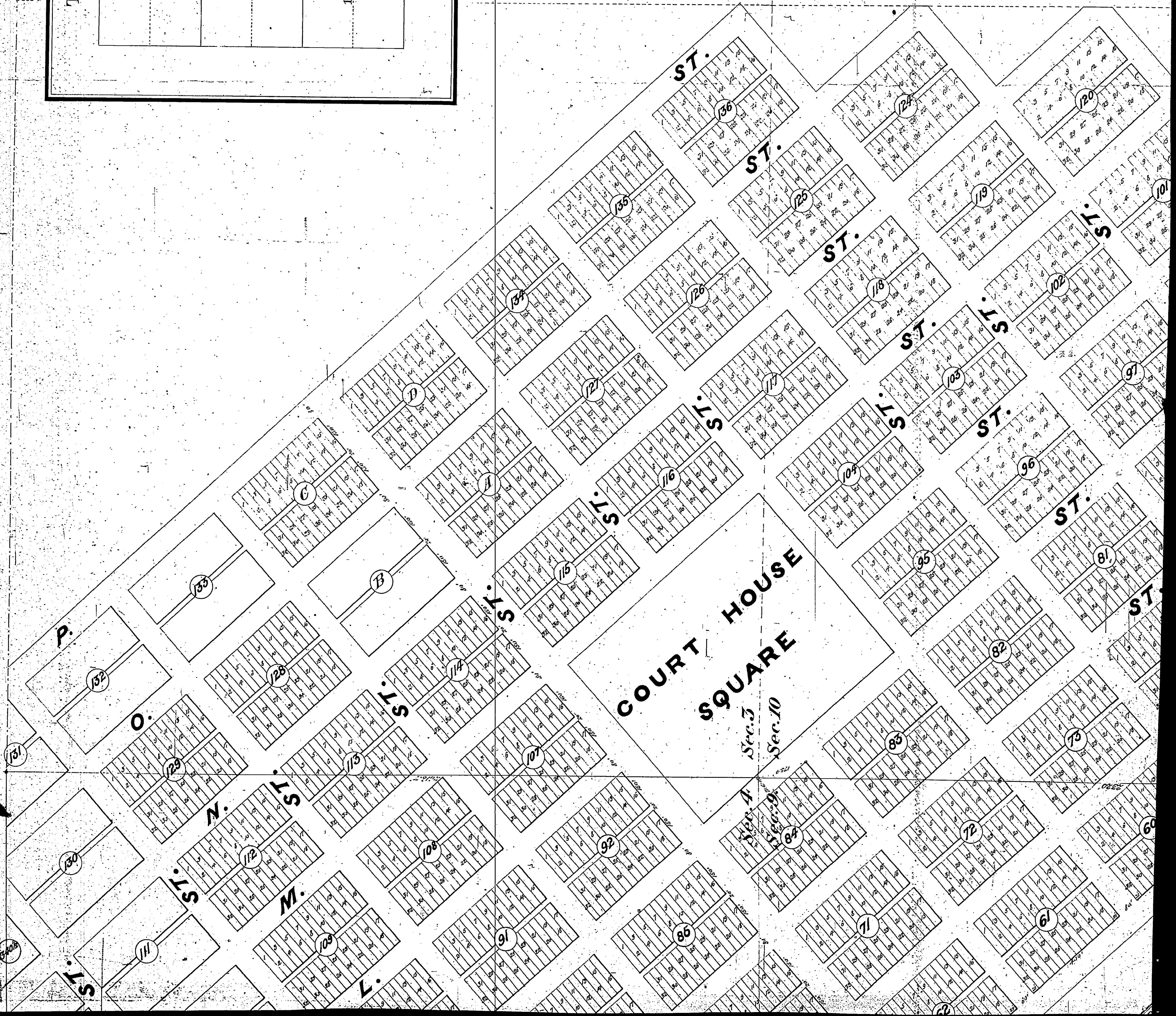
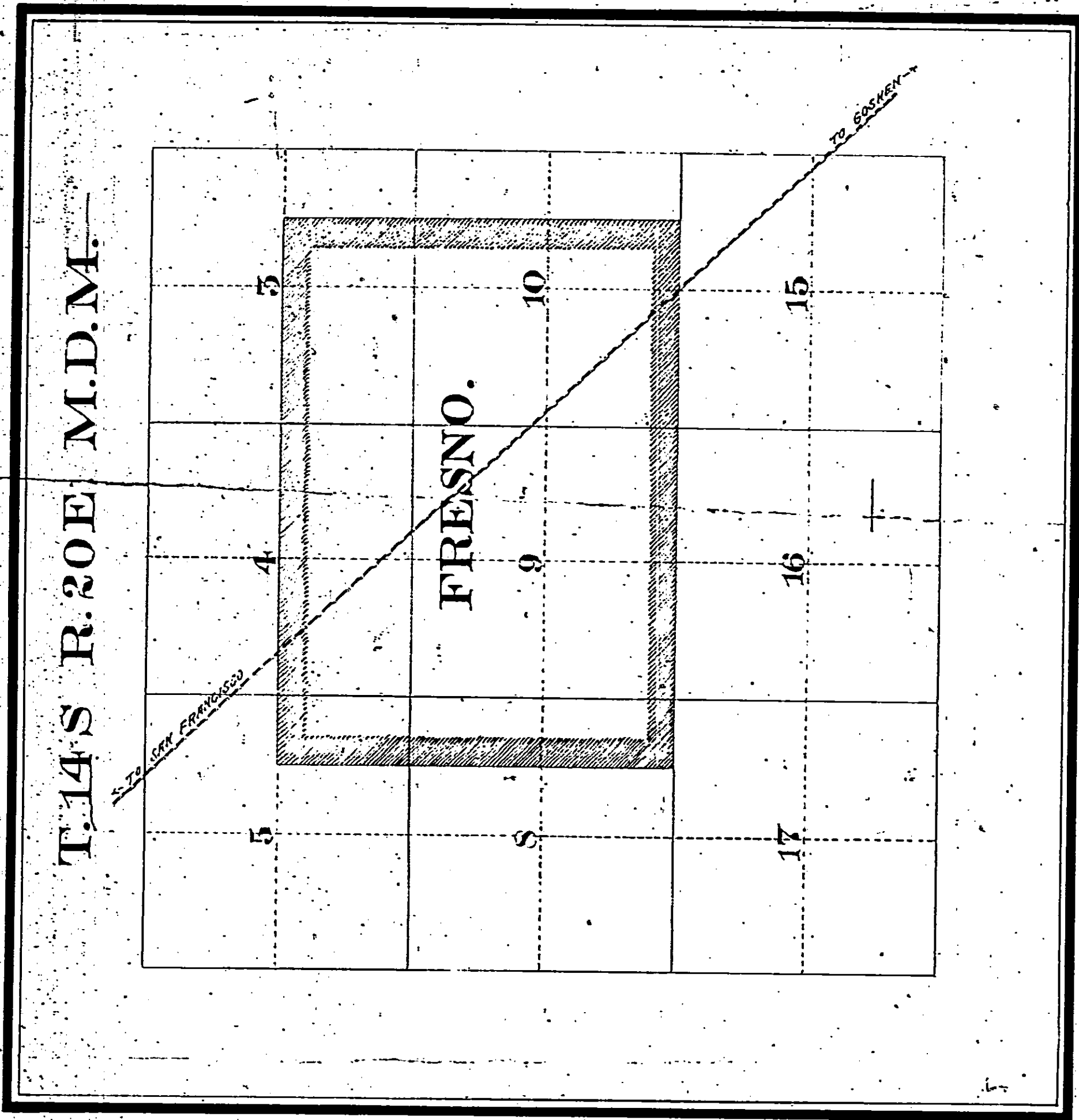
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



2/3

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

2/4



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

RECORDING REQUESTED BY

First American Title Company

MAIL TAX STATEMENT**AND WHEN RECORDED MAIL DOCUMENT TO:**

Craig A. Davis and Cynthia D. Davis

35 Genoa

Irvine, CA. 92618

FRESNO County Recorder**Paul Dictos, C.P.A.****DOC-****2016-0025645-00****Acct 55-First American Fresno ER****Tuesday, MAR 01, 2016 11:48:19****Ttl Pd \$28.00 Rcpt # 0004484130****APR/R7/1-4**

Space Above This Line for Recorder's Use Only

A.P.N.: 466-152-01

File No.: 1004-5068853 (CSG)

GRANT DEEDThe Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$-0-; CITY TRANSFER TAX \$-0-;
SURVEY MONUMENT FEE \$-0-

- [] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
[] unincorporated area; [X] City of **Fresno**, and
[X] Exempt from transfer tax; Reason: **R&T 11911 and 11930 PARENT-CHILD TRANSFER**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

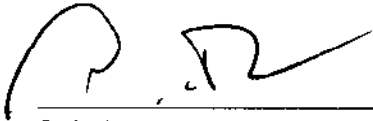
Craig A. Davis and Cynthia D. Davis, who acquired title as Cindy Davis; Ashley Davis, who has reached the age of majority, who acquired title under the California Uniform Transfer to Minors Act; and Brooke Davis, who has reached the age of majority, who acquired title under the California Uniform Transfer to Minors Acthereby GRANT(s) to **Craig A. Davis and Cynthia D. Davis, Trustees of the Craig and Cynthia Davis Family Trust dated April 23, 2015**the following described property in the City of **Fresno**, County of **Fresno**, State of **California**:**LOTS 1, 2 AND 3 IN BLOCK 92 OF THE TOWN (NOW CITY) OF FRESNO, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP RECORDED IN BOOK 4 PAGE 2 OF PLATS, FRESNO COUNTY RECORDS.**Mail Tax Statements To: **SAME AS ABOVE**

Date: **02/23/2016**


A.P.N.: 466-152-01

File No.: 1004-5068853 (CSG)

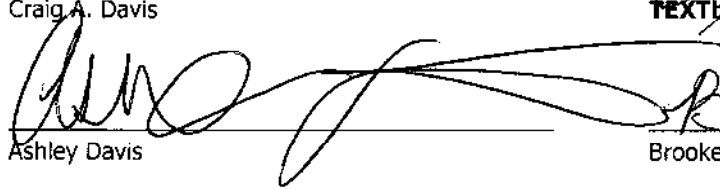
Dated: February 23, 2016



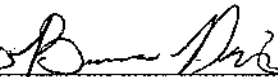
Craig A. Davis



TEXT Cynthia D. Davis



Ashley Davis



Brooke Davis

Date: **02/23/2016**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SSCOUNTY OF ORANGE)

On February 26, 2016 before me, B. Kenton, Notary Public, personally appeared Craig A. Davis and Cynthia D. Davis and Brooke Davis who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Kenton

This area for official notarial seal.



Date: 02/29/2016

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SSCOUNTY OF Fresno)On 2-29-16 before me, C. Gray, Notary Public, personally appeared Ashley Davis

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

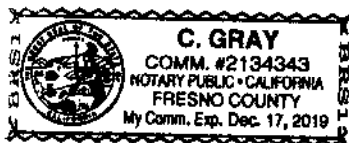
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

C. Gray

This area for official notarial seal.



95092128

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

FRESNO METROPOLITAN
FLOOD CONTROL DISTRICT
5469 E. Olive Avenue
Fresno CA 92727

RECORDED IN OFFICIAL RECORDS OF
FRESNO COUNTY, CALIFORNIA
AT MIN PAST 9A M

JUL 31 1995

FRESNO COUNTY, CALIFORNIA
WILLIAM C. GREENWOOD, County Recorder
REYNA RODRIGUEZ
BY DEPUTY RECORDER



RESOLUTION NO. 1816

BEFORE THE BOARD OF DIRECTORS OF THE
FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

RESOLUTION PROVIDING FOR THE RECORDATION OF A MAP
IDENTIFYING AREAS SUBJECT TO PAYMENT OF DRAINAGE FEES AND/OR
REQUIREMENTS TO CONSTRUCT PLANNED LOCAL DRAINAGE FACILITIES

WHEREAS, the City of Fresno, the County of Fresno, and the City of Clovis have each adopted ordinances pertaining to the construction of planned local drainage facilities and the payment of drainage fees to defray the actual or estimated cost of such construction; and

WHEREAS, the FRESNO METROPOLITAN FLOOD CONTROL DISTRICT "District" has adopted and bears responsibility for implementation of the Storm Drainage and Flood Control Master Plan for the Fresno County Stream Group area; and

WHEREAS, it is the desire of the Board of Directors of the District to create a public record such that parties acquiring or having an interest in property within the areas affected by such ordinances be made aware of the potential for the requirement of construction of facilities and/or payment of drainage fees mandated as a condition of development, reconstruction, additions, or alterations associated with such property; and

FRESNO COUNTY RECORDERS OFFICE

JUL 31 1995

JUL 31 1995

WHEREAS, this Board adopted Resolution No. 1565 on October 30, 1990, which Resolution identified those areas which could be subject to payment of drainage fees and/or requirements to construct local drainage facilities at the time of such adoption; and

WHEREAS, the additional area identified as Area No. 2 on the attached Exhibit "B" has been added to the area which may be subject to such payment or requirements; and

WHEREAS, Exhibit "A" attached hereto identifies those areas which may be subject to payment of drainage fees and/or requirements to construct planned local drainage facilities (including Area No. 2).

WHEREAS, this Resolution supersedes said Resolution No. 1565 recorded November 19, 1990, as document number 90142632.

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The above recitals are true and correct and this Board so finds and determines.

2. The County Recorder of the County of Fresno is hereby authorized to cause a certified copy of this Resolution to be placed on record in the Official Records of the County of Fresno.

PASSED AND ADOPTED this 20th day of June 1995, by the following vote to wit:


AYES: Boone, Souza, Orman, Pratt, and Franco

NOES: None

ABSENT: Marcus and Spina

ABSTAIN: None

Respectfully Submitted,


Esther Schwandt
Clerk to the Board

JUL 31 1995

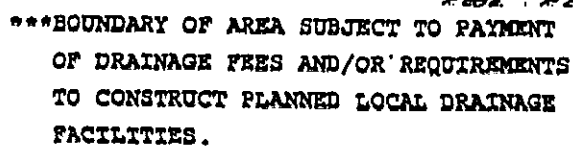


Exhibit "B"

EXHIBIT "A"

All that real property situated in the County of Fresno, State of California, more particularly described as follows:

Beginning at the point of intersection of the South-westerly right-of-way line of U.S. Highway 99 and the Northerly Fresno County line, said point lying within Section 31, T.12 S., R.19 E., M.D.B. & M.; thence meandering Easterly and Northeasterly along said Fresno County line to the North Line of Section 16, T.12 S., R.20 E., M.D.B. & M.; thence Easterly along the North line of Sections 16 and 15, T.12 S., R.20 E., M.D.B. & M. to the Southwesterly prolongation of the Northwesternly right-of-way line of the Friant Expressway; thence Northeasterly along said right-of-way line through Sections 10, 11, 12 & 1, T. 12 S., R. 20 E., M.D.B. & M., to the most Southeasterly corner of Parcel B of Parcel Map No. 917 as recorded in Book 8, Page 33 of Parcel Maps, Fresno County Records; thence Northerly along the East line of said Parcel B and Parcel C of said Parcel Map and its Northerly prolongation to the North line of Section 1, T. 12 S., R. 20 E., M.D.B. & M.; thence Easterly along said North line to the Northwesternly right-of-way line of the Friant Expressway; thence Northerly along said right-of-way line to the North line of the South 545 feet of Section 36, T. 11 S., R. 20 E., M.D.B. & M.; thence Easterly along said North line to the East line of said Section 36; thence Southerly along said East line to the Southeast corner of said Section 36 said point also being the Northwest corner of Section 6, T. 12 S., R. 21 E., M.D.B. & M.; thence Easterly along the North line of said Section 6 to the Northwest

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X

corner of Parcel Map No. 3515 as recorded in Book 27, Page 7 of Parcel Maps, Fresno County Records; thence Southerly along the West line of said Parcel Map and it's Southerly prolongation to the Northwest corner of Parcel Map No. 3601 as recorded in Book 27, Page 1 of Parcel Maps, Fresno County Records; thence continuing southerly along the west line of said Parcel Map to the South line of said Parcel Map; thence Easterly along said South line and its Easterly prolongation to the Northwest corner of Parcel Map No. 3154 as recorded in Book 22, Page 70 of Parcel Maps, Fresno County Records; thence Southerly along the West line of said Parcel Map to the Southwest corner of said Parcel Map; thence Easterly along the South line of said Parcel Map to the Southeast corner of said Parcel Map said point also being on the Northwesterly right-of-way line of Auberry Road; thence continuing Easterly along the Easterly prolongation of the South line of said Parcel Map to the most Northwesterly corner of Parcel 2 of Parcel Map No. 2705, as recorded in Book 17, Page 95 of Parcel Maps, Fresno County Records, said point also being on the Southeasterly right-of-way of Auberry Road; thence Southwesterly along said right-of-way to the West line of said Parcel Map No. 2705; thence Southerly along said West line to the Southwest corner of said Parcel Map; thence Easterly along the South line of said Parcel Map to the Southeast corner of said Parcel Map; thence Northerly along the East line of said Parcel Map to the Northeast corner of said Parcel Map, said point also being on the West line of Parcel Map No. 6552, as recorded in Book 45, Page 2 of Parcel Maps, Fresno County Records; thence continuing Northerly along the West line of said Parcel Map No.

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6552, to the Northwest corner of said Parcel Map, said point also
being the Southwest corner of Parcel Map No. 2503 as recorded in
Book 18, Page 65 of Parcel Maps, Fresno County Records; thence
Northerly along the West line of said Parcel Map to the Northwest
corner of said Parcel Map, said point also being the Northwest
corner of Section 5, T. 12 S., R. 21 E., M.D.B. & M.; thence
Easterly along the North line of said Section 5 to the East line of
the West half of said Section 5; thence Southerly along said East
line to the South line of the North half of said Section 5; thence
Easterly along said south line to the East line of said Section 5;
thence Southerly along said East line to the Southeast corner of
said Section 5 also being the Northwest Corner of Section 9, T. 12
S., R. 21 E., M.D.B. & M.; thence Easterly along the North line of
said Section 9 to the centerline of Armstrong Avenue; thence
Southerly along the centerline of Armstrong Avenue to a point on
the South line of Section 10, T. 12 S., R. 21 E., M.D.B. & M. also
being the intersection of Armstrong and Copper Avenues; thence
Easterly along said south line to the Southeast corner of said
Section 10 also being the Northeast Corner of Section 15, T. 12 S.,
R. 21 E., M.D.B. & M.; thence Southerly along the East line of
said Section 15 to the Southeast corner of said Section 15 also
being the Northeast corner of Section 22, T. 12 S., R. 21 E.,
M.D.B. & M.; thence Southerly along the East line of said Section
22 to the North line of the South 1/2 of Section 23, T. 12 S., R.
21 E., M.D.B. & M.; thence Easterly along said North line to the
centerline of North DeWolf Avenue; thence Southerly along the
centerline of North DeWolf Avenue to the centerline of East

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Shepherd Avenue; thence Easterly along the centerline of East Shepherd Avenue to the centerline of Tollhouse Road; thence Southwesterly along the centerline of Tollhouse Road to the centerline of the Enterprise Canal; thence Southeasterly along the centerline of the Enterprise Canal to the North line of Section 2, T. 13 S., R. 21 E., M.D.B. & M.; thence Westerly along said North line to the East line of the West 1/2 of said Section 2; thence Southerly along said East line to the South right-of-way line of, East Escalon Avenue Dun-Rovin No. 1, Tract No. 2861 as recorded in Plat Book 36, Page 33, Fresno County Records; thence Easterly along said South line to the North line of Parcel Map No. 4781, as recorded in Book 32, Page 44 of Parcel Maps, Fresno County Records, continuing Easterly along said North line and the North line of Parcel Map No. 4094, as recorded in Book 27, Page 30 of Parcel Maps, Fresno County Records, to the centerline of North DeWolf Avenue; thence Northerly along said centerline to the Westerly prolongation of the North line of DeWolf Estates, Tract No. 3971, as recorded in Plat Book 52, Pages 58-60, Fresno County Records; thence Easterly along said North line to the Northeast corner of said Tract No. 3971; thence Southerly along said East line and its Southerly prolongation to the centerline of the Enterprise Canal; thence meandering Southeasterly along the centerline of the Enterprise Canal through Sections 1 & 12, T. 13 S., R. 21 E., M.D.B. & M. to the centerline of the Jefferson Canal; thence meandering Southwesterly along the centerline of the Jefferson Canal, through said Section 12, to the West line of said Section 12; thence Southerly along said west line to the Northeast corner

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of Section 14, T. 13 S., R. 21 E., M.D.B. & M.; thence Westerly
along the North line of said Section 14, to the West line of Parcel
Map No. 2524 as recorded in Book 16, Page 72 of Parcel Maps, Fresno
County Records; thence Southerly along said West line to the South
line of said Parcel Map; thence Easterly along said South line to
the Northwest corner of Parcel Map No. 4980, as recorded in Book
31, Page 16 of Parcel Maps, Fresno County Records; thence
Southerly along the West line of said Parcel Map to the Southwest
corner of said Parcel Map, also being the point of intersection of
E. Gettysburg Avenue and N. Logan Avenue; thence Southerly along
the centerline of N. Logan Avenue to the centerline of East Shields
Avenue; thence Westerly along said centerline to the centerline of
North Temperance Avenue; thence Southerly along said centerline to
the centerline of East Tulare Avenue; thence Easterly along the
centerline of East Tulare Avenue to the centerline of North Locan
Avenue; thence Southerly along the centerline of North and South
Locan Avenue and the Southerly prolongation thereof to the
centerline of East Jensen Avenue; thence Westerly along the
centerline of East Jensen Avenue to the centerline of South Clovis
Avenue; thence Southerly along the centerline of South Clovis
Avenue to the centerline of East American Avenue; thence Westerly
along the centerline of East American Avenue to the East line of
the West 1/2 of Section 6, T. 15 S., R. 21 E., M.D.B. & M.; thence
Southerly along said East line to the South line of the North 1/2
of the North 1/2 of said Section 6; thence Westerly along said
South line to the centerline of South Chestnut Avenue; thence
Northerly along said centerline to the centerline of the Washington

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Colony Canal; thence Southwesterly along said centerline to the
centerline of South Maple Avenue; thence Northerly along said
centerline to the centerline of East American Avenue; thence
Westerly along said centerline to the centerline of the Atchison,
Topeka and Santa Fe Railroad; thence Northerly along the
centerline of the Atchison, Topeka and Santa Fe Railroad to the
South line of Lot 70 of the Malaga Tract, Tract No. 1795 as
recorded in Plat Book 2, Page 17 of Fresno County Records; thence
Westerly along said South line and the Westerly prolongation
thereof to the centerline of South Cedar Avenue; thence Northerly
along the centerline of South Cedar Avenue to the centerline of
East Central Avenue; thence Westerly along the centerline of East
Central Avenue to the centerline of South Elm Avenue; Thence
Northerly along the centerline of South Elm Avenue to the South
line of the North 1/2 of Section 28, T. 14 S., R. 20 E., M.D.B. &
M.; thence Westerly along said South line and the South line of
Section 29, T. 14 S., R. 20 E., M.D.B. & M. to the centerline of
South Fruit Avenue; thence northerly along said centerline to the
South line of the North 1/2 of the North 1/2 of the South 1/2 of
Section 20 T.14 S., R. 20 E., M. D. B. & M.; thence Westerly along
said South line to the centerline of South West Avenue; thence
Northerly along the centerline of South West Avenue to the
centerline of West Jensen Avenue; thence Westerly along the
centerline of West Jensen Avenue to the centerline of South Marks
Avenue; thence Northerly along the centerline of South Marks
Avenue to the North line of the South 1/2 of the South 1/2 of
Section 13, T. 14 S., R. 19 E., M.D.B. & M.; thence Westerly along

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said North line to the centerline of South Brawley Avenue; thence Northerly along the centerline of South Brawley Avenue to the centerline of West Kearney Boulevard; thence Westerly along said centerline to the West line of the East 1/2 of Section 11, T. 14 S., R. 19 E., M.D.B. & M.; thence Northerly along said West line to the centerline of West Whitesbridge Avenue; thence Westerly along the centerline of West Whitesbridge Avenue to the centerline of North Cornelia Avenue; thence Northerly along the centerline of North Cornelia Avenue to the South line of the North 1/2 of Section 3, T. 14 S., R. 19 E., M.D.B. & M.; thence Westerly along said South line of the North 1/2 of said Section 3, and the South line of the North 1/2 of Section 4, T. 14 S., R. 19 E., M.D.B. & M., to the centerline of North Grantland Avenue; thence North along the centerline of North Grantland Avenue to the centerline of West McKinley Avenue; thence Westerly along the centerline of West McKinley Avenue to the centerline of North Garfield Avenue; thence Northerly along the centerline of North Garfield Avenue to the centerline of West Dakota Avenue; thence Westerly along the centerline of West Dakota Avenue to the centerline of North Chateau Fresno Avenue; thence Northerly along the centerline of North Chateau Fresno Avenue to the centerline of West Gettysburg Avenue; thence Easterly along the centerline of West Gettysburg Avenue to the West line of the East 1/2 of the Northwest 1/4 of Section 17, T. 13 S., R. 19 E., M.D.B. & M.; thence Northerly along said West line and the West line of the East 1/2 of the West 1/2 of Section 8, T. 13 S., R. 19 E., M.D.B. & M., to the South line of Section 5, T. 13 S., R. 19 E., M.D.B. & M.; thence Westerly along said South

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line to the Southwest corner of said Section 5; thence Northerly along the West line of said Section 5 to the Northwest corner of said Section 5; thence Easterly along the North line of said Section 5 to the Southwesterly right-of-way line of U.S. Highway 99; thence Northwesterly along the Southwesterly right-of-way line of U.S. Highway 99 to the point of intersection with the Northerly Fresno County line, said point being the point of beginning.

NOTE: Underlining indicates portion changed from Resolution 1565.

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RECORDED AT REQUEST OF

59

Recording Requested By:

City of Fresno
No Fee-Govt. Code Sections
6103 and 27383

AT 52 MIN. PAST 2P M

JUL 23 1998

When Recorded Mail to:

Name
Street
Address
City &
State

CITY CLERK'S OFFICE
City of Fresno
2600 Fresno Street
Fresno, CA 93721-3623

FRESNO COUNTY, CALIFORNIA
WILLIAM C. GREENWOOD, County Recorder

Donita Ghimenti
BY DEPUTY RECORDER



SPACE ABOVE THIS LINE FOR RECORDER'S USE

ORDINANCE NO. 98-42

AN ORDINANCE OF THE CITY OF FRESNO, CALIFORNIA, APPROVING
AND ADOPTING THE REDEVELOPMENT PLAN FOR THE FULTON
REDEVELOPMENT PROJECT.

JUL 23 1998

ATTACHMENT C-1

ORDINANCE OF THE COUNCIL OF THE CITY OF FRESNO
PROPOSED AND INITIATED BY _____ MOVED BY
Ronquillo SECONDED BY Perea

BILL NO. B-44
ORDINANCE NO. 98-42

AN ORDINANCE OF THE CITY OF FRESNO, CALIFORNIA, APPROVING
AND ADOPTING THE REDEVELOPMENT PLAN FOR THE FULTON
REDEVELOPMENT PROJECT

WHEREAS, the Council of the City of Fresno (the "Council") has received from the
Redevelopment Agency of the City of Fresno (the "Agency") the proposed Redevelopment
Plan (the "Fulton Redevelopment Plan") for the Fulton Redevelopment Project (the "Fulton
Project"), as approved and recommended by the Agency, a copy of which is on file at the
offices of the City Clerk at 2600 Fresno Street, Fresno, California, and the Agency at 2344
Tulare Street, Suite 200, Fresno, California; and

WHEREAS, the Council and the Agency are simultaneously considering the
approval and adoption of a proposed Redevelopment Plan for the South Van Ness
Industrial Redevelopment Project (the "South Van Ness Redevelopment Plan") and the
approval and adoption of proposed amendments (the "Proposed Amendments") to the
existing Amended Urban Renewal Plan for the Central Business District Project One, the
Community Redevelopment Plan for the Chinatown Expanded Area, the Redevelopment
Plan for the Convention Center Redevelopment Area, the Community Redevelopment
Plan for the Jefferson Redevelopment Area the Urban Renewal Plan for the Mariposa
Project, the Urban Renewal Plan for the West Fresno Project One, the Urban Renewal
Plan for the West Fresno Project Two and the Urban Renewal Plan for the West Fresno
Project Three (the "Existing Redevelopment Plans"); and

Adopted 6-30-98
Approved 7-6-98
Effective 8-6-98

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WHEREAS, the Fulton Redevelopment Plan, the proposed South Van Ness Redevelopment Plan and the Proposed Amendments being considered provide for the merger of the area included within the Fulton Redevelopment Plan (the "Fulton Project Area") with the areas included within the proposed South Van Ness Redevelopment Plan (the "South Van Ness Project Area and the Existing Redevelopment Plans (the "Existing Project Areas"), which collectively are hereinafter referred to as the "Merged No. 1 Project Area;" and

WHEREAS, the Council has also received from the Agency the Report of the Agency to the Council, as supplemented by a Supplemental Report of the Agency to the Council, on the Fulton Redevelopment Plan, South Van Ness Redevelopment Plan and the Proposed Amendments (the "Agency's Report") including: (1) the reasons for selection of the Fulton Project Area and the reasons for the proposed merger of the Fulton Project Area, South Van Ness Project Area and Existing Project Areas; (2) a description of the physical and economic conditions existing in the Fulton Project Area; (3) a description of specific projects proposed by the Agency in the Fulton Project Area and an explanation as to how the proposed projects will improve or alleviate the conditions existing in the Fulton Project Area; (4) the proposed method of financing redevelopment of the Fulton Project Area, including an assessment of the economic feasibility of the redevelopment of the Fulton Project Area and an explanation of why the elimination of blight and redevelopment of the Fulton Project Area cannot be accomplished by private enterprise acting alone or by the Council's use of financing alternatives other than tax

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increment financing; (5) a plan for the relocation of families and persons who may be temporarily or permanently displaced from housing facilities as a result of the Fulton Redevelopment Plan; (6) an analysis of the Preliminary Plan for the Fulton Project Area; (7) the Report and Recommendation of the Planning Commission of the City of Fresno (the "Planning Commission"); (8) a record of the summary of consultations with the Project Area Committee (9) the Final Program Environmental Impact Report No. 10124; (10) a neighborhood impact report; (11) a summary of consultations with affected taxing agencies and responses to written objections and concerns expressed by affected taxing agencies during the consultations; and (12) an Implementation Plan for the Fulton Redevelopment Plan; and

WHEREAS, the Planning Commission has reported that the Fulton Redevelopment Plan is consistent with the General Plan of the City of Fresno and has recommended approval of the Fulton Redevelopment Plan; and

WHEREAS, the Housing and Community Development Commission has considered the Fulton Redevelopment Plan at a scheduled Public Hearing on June 10, 1998, and has recommended approval of the Fulton Redevelopment Plan; and

WHEREAS, the Project Area Committee ("PAC") for the Fulton Project has submitted its report and recommendations concerning the Fulton Redevelopment Plan, and has recommended approval of the Fulton Redevelopment Plan; and

WHEREAS, the Council and Agency, as a co-lead agency, prepared and circulated a Draft Program Environmental Impact Report (the "Draft EIR") on the Merged No. 1

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Project Area, which includes the Fulton Redevelopment Plan, in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency and Council pursuant thereto, and the Draft EIR was thereafter revised and supplemented to incorporate comments received and responses thereto, and, as so revised and supplemented, a Final Program Environmental Impact Report No. 10124 (the "Final EIR") was prepared and certified by the Council and the Agency; and

WHEREAS, the Agency and the Council have reviewed and considered the Final EIR and have each adopted a Statement of Findings, Facts, and Overriding Considerations applicable to the environmental impacts identified in the Final EIR; and

WHEREAS, the Council and the Agency held joint and concurrent public hearings on the Fulton Redevelopment Plan, South Van Ness Redevelopment Plan and the Proposed Amendments in the Council Chambers, 2600 Fresno Street, Fresno, California, on June 23, 1998, to consider adoption of the Fulton Redevelopment Plan and certification of the Final EIR; and

WHEREAS, a notice of said joint and concurrent public hearings was duly and regularly published in the Fresno Bee, a newspaper of general circulation in the City of Fresno, once a week for four successive weeks prior to the date of said hearings, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

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WHEREAS, copies of the notice of joint and concurrent public hearings were mailed by first-class mail to the last known address of each assessee of each parcel of land in the proposed Merged No. 1 Project Area as shown on the last equalized assessment roll of the County of Fresno and copies of a statement concerning acquisition of property by the Agency were mailed by first-class mail to the last known address of each assessee of each parcel of land in the proposed Merged No. 1 Project Area whose property may be subject to acquisition by purchase or condemnation by the Agency; and

WHEREAS, copies of the notice of joint and concurrent public hearings were mailed by first-class mail to all residential and business occupants within the proposed Fulton Project Area; and

WHEREAS, copies of the notice of joint and concurrent public hearings were mailed by certified mail with return receipt requested to the governing body of each taxing agency which receives taxes from property in the Fulton Project Area; and

WHEREAS, the Council has considered the Agency's Report, the Report and Recommendations of the Planning Commission, the Report and Recommendations of the Housing and Community Development Commission, the Report and Recommendations of the PAC, the Fulton Redevelopment Plan, and the Final EIR; has provided an opportunity for all persons to be heard and has received and considered all evidence and testimony presented for or against any and all aspects of the Fulton Redevelopment Plan; and has adopted written findings in response to each written objection to the Fulton

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Redevelopment Plan from an affected taxing entity or property owner within the Fulton Project; and

WHEREAS, all actions required by law have been taken by all appropriate public bodies;

THE COUNCIL OF THE CITY OF FRESNO DOES ORDAIN AS FOLLOWS:

SECTION 1. That the purpose and intent of the Council with respect to the Fulton Project Area is to accomplish the following: (a) the elimination of blighting influences and the correction of environmental deficiencies in the Fulton Project Area, including, among others, obsolete and aged building types, small and irregular shaped lots, vacant buildings and lots, depreciated property values and impaired investments, low lease rates, high crime rates, incompatible and uneconomic land uses, and inadequate or deteriorated public improvements, facilities, and utilities; (b) the assembly of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation in the Fulton Project Area; (c) the replanning, redesign, and development of portions of the Fulton Project Area which are stagnant or improperly utilized; (d) the provision of opportunities for participation by owners and tenants in the revitalization of their properties; (e) the strengthening of commercial/mixed use, governmental and industrial functions in the Fulton Project Area; (f) the strengthening of the economic base of the Fulton Project Area and the community by the installation of needed site improvements to stimulate new commercial/mixed use, governmental, and industrial expansion, employment, and social and economic growth; (g) the provision of adequate land for

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parking and open spaces; (h) the establishment of a positive visual image through the implementation of performance criteria to assure high site design standards, environmental quality, compatibility with the cultural emphasis planned for the area, conservation of and compatibility with buildings of historical importance, and other design elements which provide unity and integrity to the entire Fulton Project; (i) the expansion, improvement, and preservation of the community's supply of housing available to low- and moderate-income persons and families' and (j) the encouragement of active and continuous participation of Fulton Project Area occupants in the formulation, refinement, and implementation of the Fulton Redevelopment Plan, in order to ensure that the Fulton Redevelopment Plan proposals are beneficial to the people who live and work within the Fulton Project Area, as well as the community in general.

SECTION 2. The Council hereby finds and determines that:

(a) The Fulton Project Area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.). This finding is based upon the following facts, as more particularly set forth in the Agency's Report:

- (1) The Fulton Project Area is predominantly urbanized.
- (2) The Fulton Project Area is characterized by and suffers from a combination of blighting physical and economic conditions, including, among others: buildings that are obsolete and aged; buildings which have inadequate parking; incompatible uses; vacant buildings and lots; lots of irregular form and shape and of

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inadequate size for proper usefulness which are under multiple ownership; depreciated or stagnant property values and impaired investments; low lease rates; a high crime rate; and inadequate public improvements, parking, and utilities.

(3) The combination of the conditions referred to in paragraph (2) above is so prevalent and so substantial that it causes a reduction of, or lack of, proper utilization of the Fulton Project Area to such an extent that it constitutes a serious physical and economic burden on the City which cannot reasonably be expected to be reversed or alleviated by private enterprise or governmental action, or both, without redevelopment.

(b) The Fulton Redevelopment Plan will redevelop the Fulton Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety, and welfare. This finding is based upon the fact that redevelopment of the Fulton Project Area will implement the objectives of the Community Redevelopment Law by: aiding in the elimination and correction of the conditions of blight; providing for planning, development, redesign, clearance, reconstruction, or rehabilitation of properties which need improvement; improving, increasing, and preserving the supply of low- and moderate-income housing within the community; providing additional employment opportunities; and providing for higher economic utilization of potentially useful land.

(c) The adoption and carrying out of the Fulton Redevelopment Plan is economically sound and feasible. This finding is based on the facts, as more particularly set forth in the Agency's Report, that under the Fulton Redevelopment Plan the Agency will be authorized to seek and utilize a variety of potential financing resources, including

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tax increments; that the nature and timing of public redevelopment assistance will depend on the amount and availability of such financing resources, including tax increments generated by new investment in the Fulton Project Area; and that under the Fulton Redevelopment Plan no public redevelopment activity will be undertaken unless the Agency can demonstrate that it has adequate revenue to finance the activity. (d)

The Fulton Redevelopment Plan is consistent with the General Plan of the City of Fresno, including, but not limited to, the housing element, which substantially complies with state housing law. This finding is based upon the finding of the Planning Commission that the Fulton Redevelopment Plan is consistent with the General Plan of the City of Fresno.

(e) The carrying out of the Fulton Redevelopment Plan would promote the public peace, health, safety, and welfare of the City of Fresno and will effectuate the purposes and policy of the Community Redevelopment Law. This finding is based upon the fact that redevelopment, as contemplated by the Fulton Redevelopment Plan, will benefit the Fulton Project Area by correcting conditions of blight and by coordinating public and private actions to stimulate development and improve the physical and economic conditions of the Fulton Project Area.

(f) The condemnation of real property, as provided for in the Fulton Redevelopment Plan, is necessary to the execution of the Fulton Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as

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provided by law. This finding is based upon the need to ensure that the provisions of the Fulton Redevelopment Plan will be carried out and to prevent the recurrence of blight.

(g) The Agency has a feasible method and plan for the relocation of families and persons who may be displaced, temporarily or permanently, from housing facilities in the Fulton Project Area. This finding is based upon the fact that the Agency's plan for relocation, as contained in the Agency's Report, and the Fulton Redevelopment Plan provide for relocation assistance and benefits according to law and authorize the Agency to provide other assistance as determined to be appropriate under the circumstances.

(h) There are, or shall be provided, within the Fulton Project Area or within other areas not generally less desirable with regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons who may be displaced from the Fulton Project Area, decent, safe, and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment. This finding is based upon the fact that in the event any residential displacement is caused by the Fulton Redevelopment Plan, no person or family will be required to move from any dwelling unit until suitable replacement housing is available.

(i) Families and persons shall not be displaced prior to the adoption of a relocation plan pursuant to Sections 33411 and 33411.1 of the Community Redevelopment Law; and dwelling units housing persons and families of low or moderate income within the Fulton Project Area shall not be removed or destroyed prior to the

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adoption of a replacement housing plan pursuant to Sections 33334.5, 33413, and 33413.5 of the Community Redevelopment Law.

(j) Inclusion of any lands, buildings, or improvements in the Fulton Project Area which are not detrimental to the public health, safety, or welfare is necessary for the effective redevelopment of the entire area of which they are a part; and any area included is necessary for effective redevelopment and is not included for the purpose of obtaining the allocation of tax increment revenues from such area pursuant to Section 33670 of the Community Redevelopment Law without other substantial justification for its inclusion. This finding is based upon the fact that the boundaries of the Fulton Project Area were chosen as a unified and consistent whole to include all properties contributing to or affected by the blighting conditions characterizing the Fulton Project Area.

(k) The elimination of blight and the redevelopment of the Fulton Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts, as more particularly set forth in the Agency's Report, that because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance and that funds of other public sources and programs are insufficient to eliminate the blighting conditions.

(l) The Fulton Project Area is a predominantly urbanized area as defined by subdivision (b) of Section 33320.1. This finding is based upon the facts, as more

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particularly set forth in the Agency's Report, that 100% percent of the land in the Fulton Project Area has either been or is developed for urban uses, is characterized by the existence of subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership, or is an integral part of an area developed for urban uses.

(m) The time limitations in the Fulton Redevelopment Plan, which are the maximum time limitations authorized under the Community Redevelopment Law, are reasonably related to the proposed projects to be implemented in the Fulton Project Area and the ability of the Agency to eliminate blight within the Fulton Project Area. This finding is based upon the fact that redevelopment depends, in large part, upon private market forces beyond the control of the Agency and shorter time limitations would impair the Agency's ability to be flexible and respond to market conditions as and when appropriate and would impair the Agency's ability to maintain development standards and controls over a period of time sufficient to assure area stabilization. In addition, shorter time limitations would limit the revenue sources and financing capacity necessary to carry out proposed projects in the Fulton Project Area.

SECTION 3. The Council is satisfied that permanent housing facilities will be available within three (3) years from the time occupants of the Fulton Project Area are displaced and that, pending the development of the facilities, there will be available to the displaced occupants adequate temporary housing facilities at rents comparable to those in the community at the time of their displacement.

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SECTION 4. The merger of the Fulton Project Area with the South Van Ness Project Area and the Existing Project Areas will result in substantial benefit to the public and will contribute to the revitalization of the blighted areas within the Merged No. 1 Project Area through the increased economic vitality of such areas and through increased and improvement housing opportunities in and near such areas by enabling the areas within the Merged No. 1 Project Area to be planned and developed in a coordinated and integrated manner and allowing the Agency to better respond to economic opportunities throughout the Merged No. 1 Project Area that will benefit the entire Merged No. 1 Project Area.

SECTION 5. In order to implement and facilitate the effectuation of the Fulton Redevelopment Plan, certain official actions must be taken by the Council; accordingly, the Council hereby: (a) pledges its cooperation in helping to carry out the Fulton Redevelopment Plan; (b) directs the various officials, departments, boards, and agencies of the City of Fresno having administrative responsibilities in the Fulton Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Fulton Redevelopment Plan; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Fulton Redevelopment Plan; and (d) declares its intention to undertake and complete any proceeding, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Fulton Redevelopment Plan.

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SECTION 6. The Council is satisfied that written findings have been adopted in response to each written objection received from affected taxing entities or property owners either before or at the noticed public hearing. Having considered all evidence and testimony presented for or against any aspect of the Fulton Redevelopment Plan, the Council hereby overrules all written and oral objections to the Fulton Redevelopment Plan.

SECTION 7. The mitigation measures and mitigation monitoring plan, findings, and statement of overriding considerations made pertaining to the Fulton Redevelopment Plan, as identified in Council Resolution No. 98-190, adopted on June 30th, 1998, and Agency Resolution No. 1487, adopted on June 30th, 1998, were based upon consideration of the Final EIR and are incorporated and made part of the proposed Fulton Redevelopment Plan.

SECTION 8. That certain document entitled "Redevelopment Plan for the Fulton Redevelopment Project," a copy of which is on file in the office of the City Clerk and attached hereto as Attachment 1, is hereby incorporated by reference herein and designated as the official "Redevelopment Plan for the Fulton Redevelopment Project."

SECTION 9. The City of Fresno Development Department is hereby directed for a period of at least two (2) years after the effective date of this Ordinance to advise all applicants for building permits within the Fulton Project Area that the site for which a building permit is sought for the construction of buildings or for other improvements is within a redevelopment project area.

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SECTION 10. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Fulton Redevelopment Plan.

SECTION 11. The City Clerk is hereby directed to record with the County Recorder of Fresno County a notice of the approval and adoption of the Fulton Redevelopment Plan pursuant to this Ordinance, containing a description of the land within the Fulton Project Area and a statement that proceedings for the redevelopment of the Fulton Project Area have been instituted under the Community Redevelopment Law.

SECTION 12. The City Clerk is hereby directed to transmit a copy of the description and statement recorded pursuant to Section 11 of this Ordinance, a copy of this Ordinance, and a map or plat indicating the boundaries of the Fulton Project Area, to the auditor and assessor of the County of Fresno to the governing body of each of the taxing agencies which receives taxes from property in the Fulton Project Area, and to the State Board of Equalization within thirty (30) days following adoption of this Ordinance.

SECTION 13. Section 1000 of the Fulton Redevelopment Plan, approved and adopted by this Ordinance, provides for the merger of the area within the Fulton Project with the areas within the South Van Ness Redevelopment Plan and the Existing Redevelopment Plans (the "Fulton Merger Provision"). The South Van Ness Redevelopment Plan and the Proposed Amendments to the Existing Redevelopment Plans correspondingly provide for the merger of the areas within the South Van Ness Project and the Existing Projects with the Fulton Project (the "Other Project Merger Provisions").

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When the Fulton Merger Provision takes effect and one or more of the Other Project Merger Provisions take effect, the Fulton Project Area shall be officially merged with all of the project areas for which the Other Project Merger Provisions take effect. If no Other Project Merger Provisions take effect, the Fulton Merger Provision shall have no effect.

SECTION 14. If any part of this Ordinance or the Fulton Redevelopment Plan which it approves is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Fulton Redevelopment Plan, and this Council hereby declares that it would have passed the remainder of this Ordinance or approved the remainder of the Fulton Redevelopment Plan if such invalid portion thereof had been deleted. It is the specific intent of the Council that the Fulton Merger Provision be considered wholly independent of the other provisions of the Fulton Redevelopment Plan. In the event the Fulton Merger Provision or any portion thereof is determined to be invalid by a court of competent jurisdiction for any reason, that circumstance shall not affect the remaining provisions of the Fulton Merger Provision or Fulton Redevelopment Plan approved hereby.

SECTION 15. This ordinance shall become effective and in full force and effect at 12:01 a.m. on the thirty-first day after its final passage.

Attachment 1: Redevelopment Plan for the Fulton Redevelopment Project

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STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

AYES: Bredefeld, Briggs, Perea, Quintero, Ronquillo, Steitz, Mathys
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Approval:	<u>7 / 6</u>	1998
Mayor Approval/No Return:	<u>N/A</u>	1998
Mayor Veto:	<u>N/A</u>	1998
Council Override Vote:	<u>N/A</u>	1998

By: Rebecca E. Kiesel
Deputy

HILDA CANTU MONTROY
City Attorney

By: [Signature]
Deputy

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JUN 23 1958

Attachment 1

**REDEVELOPMENT PLAN
FOR THE
FULTON REDEVELOPMENT PROJECT**

MAS/RedevPlan

6/4/97

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V. [§500] METHODS OF FINANCING THE PROJECT

A. [§501] General Description of the Proposed Financing Method

B. [§502] Tax Increment Funds

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VII. [§700] ENFORCEMENT

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IX. [§900] PROCEDURE FOR AMENDMENT

ATTACHMENTS

Attachment No. 1	Legal Description of the Project Area Boundaries
Attachment No. 2	Project Area Map
Attachment No. 3	Redevelopment Land Use Map
Attachment No. 4	Proposed Public Improvements

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**REDEVELOPMENT PLAN
FOR THE
FULTON REDEVELOPMENT PROJECT**

I. [§100] INTRODUCTION

This is the Redevelopment Plan (the "Plan") for the Fulton Redevelopment Project (the "Project") in the City of Fresno (the "City"), County of Fresno, State of California; it consists of the text, the Legal Description of the Project Area Boundaries (Attachment No. 1), the Project Area Map (Attachment No. 2), the Redevelopment Land Use Map (Attachment No. 3), and the Proposed Public Improvements (Attachment No. 4). This Plan was prepared by the Redevelopment Agency of the City of Fresno (the "Agency") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.), the California Constitution, and all applicable local laws and ordinances.

The proposed redevelopment of the area within the boundaries of the Project (the "Project Area") as described in this Plan conforms to the General Plan for the City of Fresno (the "General Plan"), adopted by the City Council of the City of Fresno (the "City Council") by Resolution No. 84-470, on November 20, 1984.

This Plan is based upon a Preliminary Plan formulated and adopted by the Planning Commission of the City of Fresno (the "Planning Commission") by Resolution No. 10983, on May 21, 1997.

This Plan provides the Agency with powers, duties, and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation, and revitalization of the area within the Project Area. Because of the long-term nature of this Plan and the need to retain in the Agency flexibility to respond to market and economic conditions, property owner and developer interests, and opportunities from time to time presented for redevelopment, this Plan does not present a precise plan or establish specific projects for the redevelopment, rehabilitation, and revitalization of any area within the Project Area, nor does this Plan present specific proposals in an attempt to solve or alleviate the concerns and problems of the community relating to the Project Area. Instead, this Plan presents a process and a basic framework within which specific plans will be presented, specific projects will be established, and

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specific solutions will be proposed and by which tools are provided to the Agency to fashion, develop, and proceed with such specific plans, projects, and solutions.

The purposes of this Plan are to eliminate blight, reverse the trend of economic stagnation and ensure the realization of the Project Area's potential for commercial/mixed use and industrial growth, including cultural-related commercial functions. The major goals of this Plan are:

- A. The elimination of blighting influences and the correction of environmental deficiencies in the Project Area, including, among others, small and irregular-shaped lots, obsolete and aged building types, vacant buildings and lots, depreciated property values and impaired investments, low lease rates, high crime rates, incompatible and uneconomic land uses, and inadequate or deteriorated public improvements, facilities, and utilities.
- B. The assembly of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation in the Project Area.
- C. The replanning, redesign, and development of undeveloped and underdeveloped areas which are stagnant or improperly utilized.
- D. The provision of opportunities for participation by owners and tenants in the revitalization of their properties.
- E. The strengthening of commercial/mixed use, governmental and industrial functions in the Project Area.
- F. The strengthening of the economic base of the Project Area and the community by the installation of needed site improvements to stimulate new commercial/mixed use, governmental, and industrial expansion, employment, and social and economic growth.
- G. The provision of adequate land for parking and open spaces.
- H. The establishment of a positive visual image through the implementation of performance criteria to assure high site design standards, environmental quality, compatibility with the cultural emphasis planned for the area, conservation of and compatibility with buildings of historical importance, and other design elements which provide unity and integrity to the entire Project.

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- I. The expansion, improvement, and preservation of the community's supply of housing available to low- and moderate-income persons and families.
- J. The encouragement of active and continuous participation of Project Area occupants in the formulation, refinement, and implementation of this Plan, in order to ensure that Plan proposals are beneficial to the people who live and work within the Project Area, as well as the community in general.

Below is a summary of adopted plans and policies of the City that are applicable to the Project Area and their conformity with this Plan:

A. City General Plan

The City General Plan was adopted in 1984 and contains the broad scale plans and policies and the overall framework for planning of the Project Area.

B. Central Area Community Plan

The Central Area Community Plan ("Community Plan") adopted in 1989, as amended, is designed to further refine the goals expressed in the City's General Plan and serves as the land use concept and policy framework for the Project Area. The Community Plan envisioned the Project Area as a mixed-use district emphasizing its cultural and historical importance.

C. Central Area Urban Design Strategy

The Central Area Urban Design Strategy was adopted in 1992 and recommended mixed uses within the Project Area and the transformation of the Project Area as an arts/entertainment district. The Urban Design Strategy recommended the establishment of the Fulton Area as a redevelopment area.

D. Fulton/Lowell Specific Plan

The Fulton/Lowell Specific Plan (the "Specific Plan") was adopted in 1992 and provides a more detailed and precise planning strategy for the broad scale plans and policies of the

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City's General Plan, the Community Plan and the Urban Design Strategy described above.

E. Civic Center Master Development Plan

The Civic Center Master Development Plan (the "CCMD Plan") was adopted in 1966 and provides a more detailed and precise planning strategy in regard to Civic Center uses and property development standards in relation to the broad scale plans and policies of the plans described in A through D above with regard to the portion of the planning area within the boundaries of the CCMD Plan.

II. [§200] DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area are described in the "Legal Description of the Project Area Boundaries," attached hereto as Attachment No. 1 and incorporated herein by reference, and are shown on the "Project Area Map," attached hereto as Attachment No. 2 and incorporated herein by reference.

III. [§300] PROPOSED REDEVELOPMENT ACTIONS

A. [§301] General

The Agency proposes to eliminate and prevent the spread of blight and deterioration in the Project Area by:

1. The acquisition of certain real property and the assembly of adequate sites for the development and construction of, commercial/mixed, industrial and public facilities;
2. The demolition or removal of certain buildings and improvements;
3. Providing for participation by owners and tenants presently located in the Project Area and the extension of preferences to business occupants and other tenants desiring to remain or relocate within the redeveloped Project Area;
4. The management of any property acquired by and under the ownership and control of the Agency;

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5. Providing relocation assistance to displaced Project occupants;
6. The installation, construction, or reconstruction of streets, utilities, and other public improvements;
7. The disposition of property for uses in accordance with this Plan;
8. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan; and
9. The rehabilitation of structures and improvements by present owners, their successors, and the Agency.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers now or hereafter permitted by law.

B. [§302] Participation Opportunities: Extension of Preferences for Reentry Within Redeveloped Project Area

1. [§303] Opportunities for Owners and Business Tenants

In accordance with this Plan and the rules for participation adopted by the Agency pursuant to this Plan and subject to the Community Redevelopment Law, persons who are owners of real property in the Project Area will be given a reasonable opportunity to participate in the redevelopment of the Project Area consistent with the objectives of this Plan.

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area to participate in the redevelopment of the Project Area or to reenter into business within the redeveloped Project Area if they otherwise meet the requirements prescribed in this Plan and the rules for participation adopted by the Agency.

2. [§304] Rules for Participation Opportunities, Priorities, and Preferences

In order to provide opportunities to owners to participate in the redevelopment of the Project Area and to extend reasonable preferences to businesses to reenter into business within the redeveloped Project Area, the

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Agency shall promulgate rules for participation by owners and the extension of preferences to business tenants for reentry within the redeveloped Project Area. If conflicts develop between the desires of participants for particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences among the owners and business tenants. Some of the factors to be considered in establishing these priorities and preferences may include a participant's length of occupancy in the area; accommodation of as many participants as possible; similarity of land use; the necessity to assemble sites for integrated, modern development; conformity of a participant's proposal with the intent and objectives of this Plan; and service to the community of a participant's proposal.

In addition to opportunities for participation by individual persons and firms, participation shall be available for two or more persons, firms, or institutions to join together in partnerships, corporations, or other joint entities.

Participation opportunities shall necessarily be subject to and limited by such factors as: (1) the elimination and changing of land uses; (2) the construction, widening, or realignment of streets; (3) the ability of participants to finance acquisition and development or rehabilitation in accordance with this Plan and development criteria adopted by the Agency in implementation of this Plan; (4) the reduction in the total number of individual parcels in the Project Area; (5) the construction or expansion of public facilities; and (6) any property acquisition of the Agency pursuant to Section 309 of this Plan or any other provision, statute, or local code authorizing acquisition by the Agency.

3. [§305] Participation Agreements

The Agency may require that, as a condition to participation in redevelopment, each participant shall enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop, and use and maintain the property in conformance with this Plan and to be subject to the provisions hereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant fails or refuses to rehabilitate, develop, and use and maintain its real property pursuant to this Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Plan.

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4. [§306] Conforming Owners

The Agency may, at its sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency provided such owner continues to operate, use, and maintain the real property within the requirements of this Plan. However, a conforming owner shall be required by the Agency to enter into a participation agreement with the Agency in the event that such owner desires to: (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (b) acquire additional property within the Project Area.

C. [§307] Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in the Project Area by a public body shall be subject to Agency approval.

The Agency may impose on all public bodies the planning and design controls contained in this Plan to insure that present uses and any future development by public bodies will conform to the requirements of this Plan. To the extent now or hereafter permitted by law, the Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements (within or without the Project Area), which land, buildings, facilities, structures, or other improvements are or would be of benefit to the Project.

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D. §308) Property Acquisition

1. §309) Real Property

Except as specifically exempted herein, the Agency may acquire, but is not required to acquire, any real property located in the Project Area by any means authorized by law.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. In cases where such purchase cannot be negotiated, property, at the sole discretion of the Agency, may be acquired by the Agency through the exercise of its power of eminent domain, which must be commenced within twelve (12) years from the date the ordinance adopting this Plan becomes effective.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee.

The Agency is not authorized to acquire real property owned by public bodies which do not consent to such acquisition. The Agency is authorized, however, to acquire public property transferred to private ownership before redevelopment of the Project Area is completed.

2. §310) Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain.

E. §311) Property Management

During such time as property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

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F. §312) Payments to Taxing Agencies to Alleviate Financial Burden

Pursuant to Section 33607.5 of the Community Redevelopment Law, the Agency is required to and shall make payments to affected taxing entities to alleviate the financial burden and detriment that the affected taxing entities may incur as a result of the adoption of this Plan. The payments made by the Agency shall be calculated and paid in accordance with the requirements of Section 33607.5.

G. §313) Relocation of Persons, Business Concerns, and Others Displaced by the Project

1. §314) Assistance in Finding Other Locations

The Agency, to the extent required by law, shall assist all persons, business concerns, and others displaced by the Project in finding other locations and facilities. In order to carry out the Project with a minimum of hardship to persons, business concerns, and others, if any, displaced by the Project, the Agency shall assist such persons, business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations, and otherwise suitable to their respective needs. The Agency may also provide housing inside or outside the Project Area for displaced persons.

2. §315) Relocation Payments

The Agency, to the extent required by law, shall make relocation payments to persons, business concerns, and others displaced by the Project for moving expenses and direct losses of personal property and additional relocation payments as may be required by law. Such relocation payments shall be made pursuant to the California Relocation Assistance Law (Government Code Section 7260 et seq.) and Agency rules and regulations adopted pursuant thereto. The Agency may make such other payments as may be appropriate and for which funds are available.

H. §316) Demolition, Clearance, and Building and Site Preparation

1. §317) Demolition and Clearance

The Agency is authorized to demolish and clear buildings.

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structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

2. [§318] Preparation of Building Sites

The Agency is authorized to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency. In connection therewith, the Agency may cause, provide for, or undertake the installation or construction of streets, utilities, parks, playgrounds, and other public improvements necessary to carry out this Plan. The Agency is also authorized to construct foundations, platforms, and other structural forms necessary for the provision or utilization of air rights sites for buildings to be used for, commercial/mixed, industrial and public uses provided for in this Plan.

Prior consent of the City Council is required for the Agency to develop sites for commercial or industrial use by providing streets, sidewalks, utilities, or other improvements which an owner or operator of the site would otherwise be obliged to provide.

I. [§319] Property Disposition and Development

1. [§320] Real Property Disposition and Development

a. [§321] General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding. Property acquired by the Agency for rehabilitation and resale shall be offered for resale within one (1) year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

Real property acquired by the Agency may be conveyed by the Agency without charge to the City and, where beneficial to the Project Area, without charge to any public body. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan.

All purchasers or lessees of property acquired from the Agency shall be obligated to use the property for the purposes designated in this

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Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

b. [§322] Disposition and Development Documents

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, is subject to the provisions of this Plan.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

Leases, deeds, contracts, agreements, and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Recorder of Fresno County.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

c. [§323] Development by the Agency

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any publicly-owned building, facility, structure, or other improvement either within or without the Project Area, for itself or for any public body or entity, which buildings, facilities, structures, or other improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install, or construct the buildings, facilities, structures, and other improvements identified in Attachment No. 4, attached hereto and

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incorporated herein by reference, and may acquire or pay for the land required therefor.

In addition to the public improvements authorized under Section 318 and the specific publicly-owned improvements identified in Attachment No. 4 of this Plan, the Agency is authorized to install and construct, or to cause to be installed and constructed, within or without the Project Area, for itself or for any public body or entity for the benefit of the Project Area, public improvements and public utilities, including, but not limited to, the following: (1) over- and underpasses; (2) sewers; (3) natural gas, electrical and telephone distribution systems; (4) water distribution systems; (5) parks, plazas, and pedestrian paths; (6) playgrounds; (7) parking facilities; (8) landscaped areas; and (9) street improvements.

The Agency may enter into contracts, leases, and agreements with the City or other public body or entity pursuant to this Section 323, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under subdivision (b) of Section 33670 of the Community Redevelopment Law and Section 502 of this Plan or out of any other available funds.

d. [§324] Development Plans

All development plans (whether public or private) shall be submitted to the Agency for approval and architectural review. All development in the Project Area must conform to City design review standards.

2. [§325] Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

J. [§326] Rehabilitation, Conservation, and Moving of Structures

1. [§327] Rehabilitation and Conservation

The Agency is authorized to rehabilitate and conserve, or to cause to be rehabilitated and conserved, any building or structure in the Project Area owned by the Agency. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation and conservation of property in the

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Project Area not owned by the Agency. The Agency is also authorized to acquire, restore, rehabilitate, move, and conserve building or structures of historic or architectural significance.

2. [§328] Moving of Structures

As necessary in carrying out this Plan, the Agency is authorized to move, or to cause to be moved, any standard structure or building or any structure or building which can be rehabilitated to a location within or outside the Project Area.

K. [§329] Low- and Moderate-Income Housing

1. [§330] Replacement Housing

In accordance with Section 33334.5 of the Community Redevelopment Law, whenever dwelling units housing persons and families of low or moderate income are destroyed or removed from the low and moderate income housing market as part of the Project, the Agency shall, within four (4) years of such destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to persons and families of low or moderate income an equal number of replacement dwelling units at affordable housing costs within the Project Area or within the territorial jurisdiction of the Agency in accordance with all of the provisions of Sections 33413 and 33413.5 of said Community Redevelopment Law.

2. [§331] Inclusionary Housing

Whenever new or rehabilitated dwelling units are developed by the Agency or by other public or private entities or persons within the Project Area, the Agency shall comply with the inclusionary housing requirements set forth in Section 33413 (in particular, subdivision (b) of that section) of the Community Redevelopment Law.

3. [§332] Increased and Improved Housing Supply

Pursuant to Section 33334.2 of the Community Redevelopment Law, not less than twenty percent (20%) of all taxes which are allocated to the Agency pursuant to Section 33670 of the Community Redevelopment Law and Section 502 of this Plan shall be used by the Agency for the purposes of increasing, improving, and preserving the City's supply of housing

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for persons and families of very low, low, or moderate income unless certain findings are made as required by that section to lessen or exempt such requirement. In carrying out this purpose, the Agency may exercise any or all of its powers.

The Agency may use these funds to meet, in whole or in part, the replacement housing provisions in Section 330, above, or the inclusionary housing provisions in Section 331, above. These funds may be used inside or outside the Project Area provided, however, that funds may be used outside the Project Area only if findings of benefit to the Project are made as required by said Section 33334.2 of the Community Redevelopment Law.

The funds for this purpose shall be held in a separate Low and Moderate Income Housing Fund until used. Any interest earned by such Low and Moderate Income Housing Fund shall accrue to the Fund.

IV. [§400] USES PERMITTED IN THE PROJECT AREA

A. [§401] Redevelopment Land Use Map

The "Redevelopment Land Use Map," attached hereto as Attachment No. 3 and incorporated herein by reference, illustrates the location of the Project Area boundaries, major streets within the Project Area, and the proposed land uses to be permitted in the Project for all land, public, semi-public and private.

B. [§402] Designated Land Uses

1. [§403] Commercial/Mixed Uses

The areas shown on the Redevelopment Land Use Map (Attachment No. 3) for commercial/mixed uses shall be used for the permitted residential, commercial, industrial and public uses set forth and described in the City General Plan.

2. [§404] Industrial Uses

The areas shown on the Redevelopment Land Use Map (Attachment No. 3) for industrial uses shall be used for the industrial uses set forth and described in the City General Plan.

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3. §405] Public Uses

The areas shown on the Redevelopment Land Use Map (Attachment No. 3) for public uses shall be used for the permitted public uses, including, but not limited to, government facilities, park, open space and parking uses, set forth and described in the City General Plan.

C. §406] Other Land Uses

1. §407] Public Rights-of-Way

The public rights-of-way within the Project Area are shown on the Redevelopment Land Use Map.

Public streets, alleys, easements and railroad rights-of-way may be created in the Project Area as needed for proper development. Existing streets, alleys, and easements may be abandoned, closed, or modified as necessary for proper development of the Project.

2. §408] Other Public, Semi-Public, Institutional, and Nonprofit Uses

In any area shown on the Redevelopment Land Use Map (Attachment No. 3), the Agency is authorized to permit the maintenance, establishment, or enlargement of public, semi-public, institutional, or nonprofit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way, and facilities of other similar associations or organizations. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved and as permitted under the Land Use Element of the General Plan. The Agency may impose such other reasonable requirements and/or restrictions as may be necessary to protect the development and use of the Project Area.

3. §409] Nonconforming Uses

The Agency may permit an existing use to remain in an existing building in good condition which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into a participation agreement and agree to the imposition of such

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reasonable restrictions as may be necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs, or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

D. [§410] General Controls and Limitations

All real property in the Project Area is made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

1. [§411] Construction

All construction in the Project Area shall comply with all applicable state and local laws and codes in effect from time to time, including, but not limited to, any specific or community plans. Therefore, all construction in the Project Area shall comply with both the controls and requirements of this Plan and applicable state and local laws and codes including, but not limited to, specific and community plans, and compliance with this Plan does not eliminate the need to comply with applicable planning and zoning requirements of the City. In addition to applicable codes, ordinances, or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area.

2. [§412] Rehabilitation and Retention of Properties

Any existing structure within the Project Area approved by the Agency for retention and rehabilitation shall be repaired, altered, reconstructed, or rehabilitated in such a manner that it will be safe and sound in all physical respects and be attractive in appearance and not detrimental to the surrounding uses.

3. [§413] Limitation on the Number of Buildings

The number of buildings in the Project Area shall not exceed the number of buildings permitted under the General Plan.

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4. [§414] Number of Dwelling Units

The number of dwelling units permitted in the Project Area shall not exceed the number of dwelling units permitted under the General Plan.

5. [§415] Limitation on Type, Size, and Height of Buildings

Except as set forth in other sections of this Plan, the type, size, and height of buildings shall be as limited by applicable federal, state, and local statutes, ordinances, and regulations.

6. [§416] Open Spaces, Landscaping, Light, Air, and Privacy

The approximate amount of open space to be provided in the Project Area is the total of all areas which will be in the public rights-of-way, the public ground, the space around buildings, and all other outdoor areas not permitted to be covered by buildings consistent with the City's General Plan. Landscaping shall be developed in the Project Area to ensure optimum use of living plant material.

Sufficient space shall be maintained between buildings in all areas to provide adequate light, air, and privacy consistent with the City's General Plan.

7. [§417] Signs

All signs shall conform to the City's General Plan, any City sign ordinances and other requirements as they now exist or are hereafter amended. Design of all proposed new signs shall be submitted to the Agency and/or the City prior to installation for review and approval pursuant to the procedures of this Plan.

8. [§418] Utilities

The Agency shall require that all utilities be placed underground whenever physically and economically feasible.

9. [§419] Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors, as determined by the Agency, would

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be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

10. [§420] Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based upon race, color, creed, religion, sex, marital status, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

11. [§421] Subdivision of Parcels

No parcel in the Project Area, including any parcel retained by a participant, shall be subdivided without the approval of the Agency.

12. [§422] Minor Variations

Under exceptional circumstances, the Executive Director of the Agency is authorized to permit a variation from the limits, restrictions, and controls established by this Plan. In order to permit such variation, the Executive Director of the Agency must first find all of the following:

- a. The application of certain provisions of this Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Plan;
- b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls;
- c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- d. Permitting a variation will not be contrary to the objectives of this Plan or of the General Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In

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permitting any such variation, the Executive Director of the Agency shall impose such conditions as are necessary to protect the public peace, health, safety, or welfare and to assure compliance with the purposes of this Plan. Any variation permitted by the Executive Director of the Agency hereunder shall not supersede any other approval required under applicable City codes and ordinances.

Within fifteen (15) calendar days after the publication of a notice pursuant to the applicable provisions of Section 12-401-C of the City's Zoning Ordinance, of the decision by the Executive Director of the Agency, the decision may be appealed to the Housing and Community Development Commission. Any appeal to a decision of the Executive Director of the Agency shall be pursuant to the procedures within the City's Municipal Code.

E. [§423] Design for Development

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area.

No new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Plan and any such controls and, in the case of property which is the subject of a disposition and development or participation agreement with the Agency and any other property, in the discretion of the Agency, in accordance with architectural, landscape, and site plans submitted to and approved in writing by the Agency. One of the objectives of this Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic quality of the Project Area. The Agency shall not approve any plans that do not comply with this Plan.

In addition, as specified in Section 411 of this Plan, new improvements shall comply with applicable state and local laws and codes including, but not limited to, specific and community plans.

F. [§424] Building Permits

No permit shall be issued for the construction of any new building or for any construction on an existing building in the Project Area from the date of adoption of this Plan until the application for such permit has been approved by the

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Agency as consistent with this Plan and processed in a manner consistent with all City requirements, including, but not limited to, specific and community plans.

The Agency is authorized to establish permit procedures and approvals in addition to those set forth above where required for the purposes of this Plan. Where such additional procedures and approvals are established, a building permit shall be issued only after the applicant for same has been granted all approvals required by the City and the Agency at the time of application.

V. [§500] METHODS OF FINANCING THE PROJECT

A. [§501] General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with financial assistance from the City, the State of California, the federal government, tax increment funds, interest income, Agency bonds, donations, loans from private financial institutions, the lease or sale of Agency-owned property, or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds, and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and loans for survey and planning and for the operating capital for nominal administration of this Project may be provided by the City until adequate tax increment or other funds are available, or sufficiently assured, to repay the advances and loans and to permit borrowing adequate working capital from sources other than the City. The City, as it is able, may also supply additional assistance through City loans and grants for various public facilities.

The City or any other public agency may expend money to assist the Agency in carrying out this Project. As available, gas tax funds from the state and county may be used for street improvements and public transit facilities.

B. [§502] Tax Increment Funds

All taxes levied upon taxable property within the Project Area each year, by or for the benefit of the State of California, the County of Fresno, the City, any district, or any other public corporation (hereinafter sometimes called "taxing agencies"), after the effective date of the ordinance approving this Plan shall be

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divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll of the County of Fresno, last equalized on the effective date of said ordinance, shall be used in determining the assessed valuation of the taxable property in the Project on said effective date).
2. Except as provided in subdivision 3, below, that portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Project. Unless and until the total assessed valuation of the taxable property in the Project exceeds the total assessed value of the taxable property in the Project as shown by the last equalized assessment roll referred to in subdivision 1 hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.
3. That portion of the taxes in excess of the amount identified in subdivision 1, above, which are attributable to a tax rate levied

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by a taxing agency which was approved by the voters of the taxing agency on or after January 1, 1989, for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property shall be allocated to, and when collected shall be paid into, the fund of that taxing agency.

The portion of taxes mentioned in subdivision 2, above, are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project, in whole or in part. The Agency is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project.

The amount of bonded indebtedness to be repaid in whole or in part from the allocation of taxes described in subdivision 2 above which can be outstanding at any one time shall not exceed THIRTY-TWO MILLION DOLLARS (\$32,000,000).

The Agency shall not establish or incur loans, advances, or indebtedness to finance in whole or in part the Project with tax increments beyond twenty (20) years from the date of adoption of this Plan. Loans, advances, or indebtedness may be repaid from tax increments over a period of time beyond said time limit. This time limit shall not prevent the Agency from incurring debt to be paid from the Low and Moderate income Housing Fund or establishing more debt in order to fulfill the Agency's housing obligations under Section 33413 of the Community Redevelopment Law. Further, this time limit shall not prevent the Agency from refinancing, refunding, or restructuring indebtedness after the time limit if the indebtedness is not increased and the time during which the indebtedness is to be repaid is not extended beyond the time limit for repaying indebtedness set forth immediately below in this Section 502.

The Agency shall not receive, and shall not repay loans, advances, or other indebtedness to be paid with the proceeds of property taxes from the Project Area pursuant to Section 33670 of the Community Redevelopment Law and this Section 502 beyond forty-five (45) years from the date of adoption of this Plan.

C. [§503] Bonds, Loans and Grants

The Agency is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the

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members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City or the state, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the Agency, and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Loans, grants, guarantees, or financial assistance from the United States, the State of California, or any other public or private source will be utilized if available.

VI. [§600] ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City shall include, but not be limited to, the following:

- A. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the City shall include the requirement of abandonment, removal, and relocation by the public utility companies of their operations of public rights-of-way as appropriate to carry out this Plan provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal, and relocation to be borne by others than those legally required to bear such cost.
- B. Provision of advances, loans, or grants to the Agency or the expenditure of funds for projects implementing this Plan as deemed appropriate by the City and to the extent funds are available therefor.
- C. Institution and completion of proceedings necessary for changes and improvements in private and publicly owned public utilities within or affecting the Project Area.

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- D. Revision of zoning (if necessary) within the Project Area to permit the land uses and development authorized by this Plan.
- E. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- F. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
- G. Preservation of historical sites.
- H. Performance of the above actions and of all other functions and services relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.
- I. The undertaking and completing of any other proceedings necessary to carry out the Project.

The foregoing actions to be taken by the City do not involve or constitute any commitment for financial outlays by the City unless specifically agreed to and authorized by the City.

VII. [§700] ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

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VIII. [§800] DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for thirty (30) years from the date of adoption of this Plan by the City Council; provided, however, that subject to the limitations set forth in Section 502 of this Plan, the Agency may issue bonds and incur obligations pursuant to this Plan which extend beyond the termination date, and in such event, this Plan shall continue in effect to the extent necessary to permit the full repayment of such bonds or other obligations. After the termination of this Plan, the Agency shall have no authority to act pursuant to this Plan except to pay previously incurred indebtedness and to enforce existing covenants or contracts unless the Agency has not completed its housing obligations pursuant to Section 33413 of the Community Redevelopment Law, in which case the Agency shall retain its authority to implement requirements under Section 33413 of the Community Redevelopment Law, including its ability to incur and pay indebtedness for this purpose, and shall use this authority to complete such housing obligations as soon as is reasonably possible.

IX. [§900] PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Section 33354.6 and/or 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law.

X. [§1000] MERGERS

Upon the effective date of the ordinance adopting this Plan, the Project Area is hereby merged with those project areas for which an ordinance has become effective providing for merger with this Project Area (the "Other Merger No. 1 Ordinances"). Such other project areas may include: the areas of the existing Chinatown Expanded Area Community Development Plan, Central Business District Urban Renewal Plan, Convention Center Redevelopment Plan, Jefferson Community Redevelopment Plan, Mariposa Urban Renewal Plan, West Fresno Project One Urban Renewal Plan, West Fresno Project Two Urban Renewal Plan and West Fresno Project Three Urban Renewal Plan. In addition, the area of the Redevelopment Plan for the South Van Ness Industrial Redevelopment Project may be one of the project areas merged if an ordinance adopting that redevelopment plan, including the merger of such area, becomes effective. Upon the effective date

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of the ordinance adopting this Plan and the Other Merger No. 1 Ordinances, the Project Area and the areas for which Merger No. 1 Ordinances become effective may hereinafter be known and referred to as the Merger No. 1 Project Area.

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EXHIBIT B

LEGAL DESCRIPTION OF THE PROJECT AREA

Beginning at the intersection of the easterly right-of-way line of North Roosevelt Avenue (formerly known as "West Avenue") as shown on the map of La Sierra Tract according to the map thereof recorded in Book 5 at Page 49, Record of Surveys, Fresno County Records and the Northerly right-of-way line of East Divisadero Street (Formerly known as "Nielsen Avenue") as shown on the Map of Central Addition recorded in Volume 1 at Page 30 of Plats, Fresno County Records, said point of intersection also being the southwest corner of Lot 18 in Block 1 of said Central Addition: thence easterly along said northerly right-of-way line of East Divisadero Street to the intersection with the northwesterly prolongation of the southwesterly right-of-way line of P Street, a said street is shown to the Town (now City) of Fresno, according to the map thereof recorded June 8, 1876; in Volume 1 of Plats at Page 2 Fresno County Records; thence southeasterly along said prolonged southwesterly right-of-way line to P Street to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to the intersection with the southwesterly right-of-way line of O Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of O Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence northeasterly along said southeasterly right-of-way line of Fresno Street and its prolongation to the intersection with the southwesterly right-of-way line of P Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of N Street to its intersection with the northwesterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tulare Street and its prolongation to the intersection with the southwesterly right-of-way line of M Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of M Street and its prolongation to the intersection with the southeasterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Tulare Street and its prolongation to a point which is 29.6 feet northeasterly of the northeast right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most westerly corner of Lot 32, Block 95 as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 29.6 feet northeasterly of said right-of-way line of Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most southerly corner of Lot 17, Block 92 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Tulare Street 29.6 feet to the intersection with the northeasterly right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; thence northwesterly along said northeasterly right-of-way line of

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Fulton Redevelopment Area Plan
Legal Description
Page 2

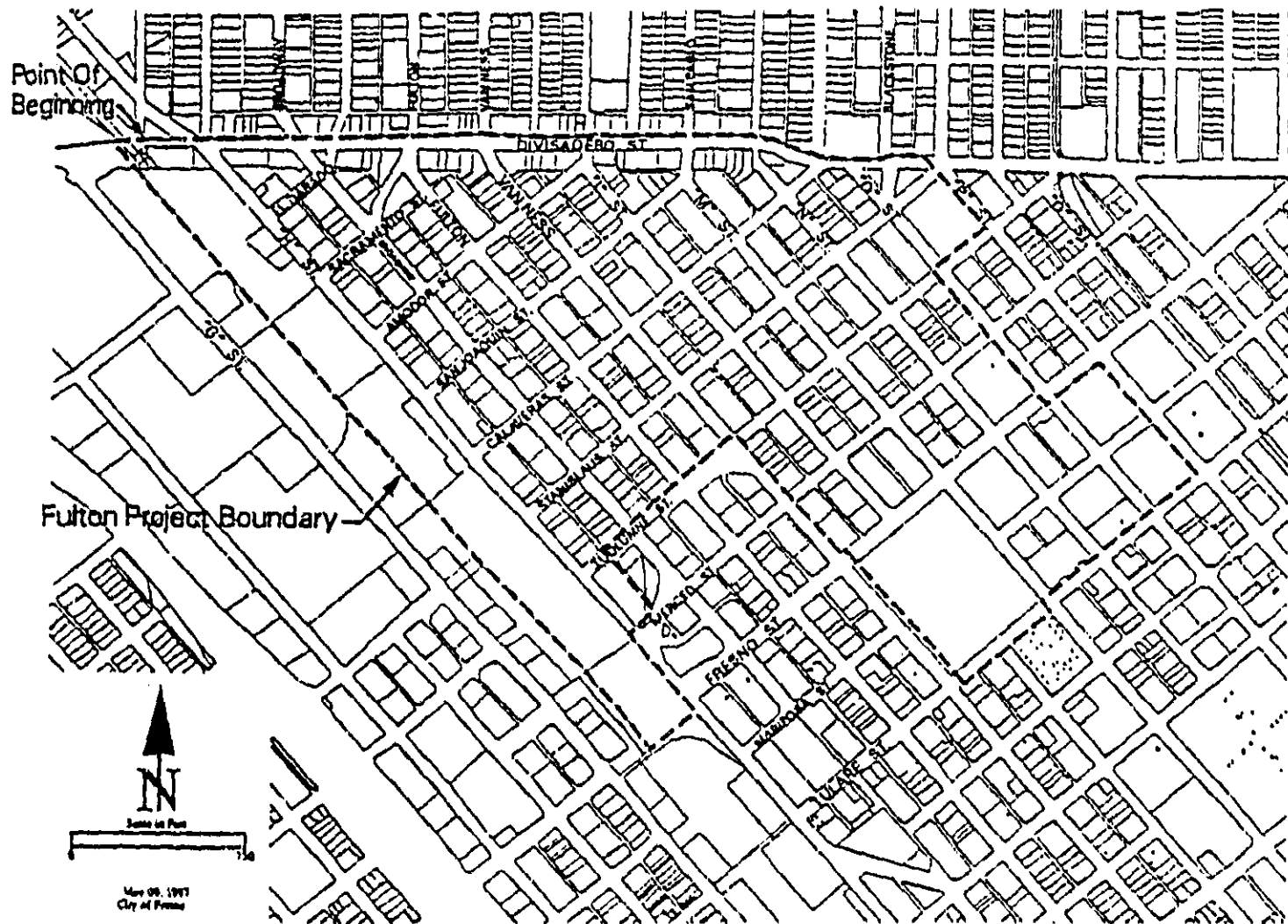
Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to a point which is 150 feet northeasterly of the northeasterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 65 of said Town (now City) of Fresno; thence southeasterly parallel to and 150 feet northeasterly of the northeasterly right-of-way line of said H Street to the intersection with the prolongation of the northwesterly right-of-way line of Merced Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 64 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Merced Street and its prolongation to the intersection with the southwesterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of H Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Fresno Street to a point which is 250 feet northeasterly of the northeasterly right-of-way line of G Street, as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 250 feet northeasterly of the northeasterly right-of-way line of said G Street to the intersection with the northerly right-of-way of East Divisadero Street, as said street is delineated by deeds recorded in Book 3455 Page 470, and Book 3538 Page 435, Fresno County Records; thence easterly and northerly along said northerly right-of-way line of East Divisadero Street to the intersection with the southerly prolongation of the westerly right-of-way line of North Roosevelt Avenue (formerly know as "West Avenue") as shown on said map of La Sierra Tract; thence northeasterly to the point of beginning.

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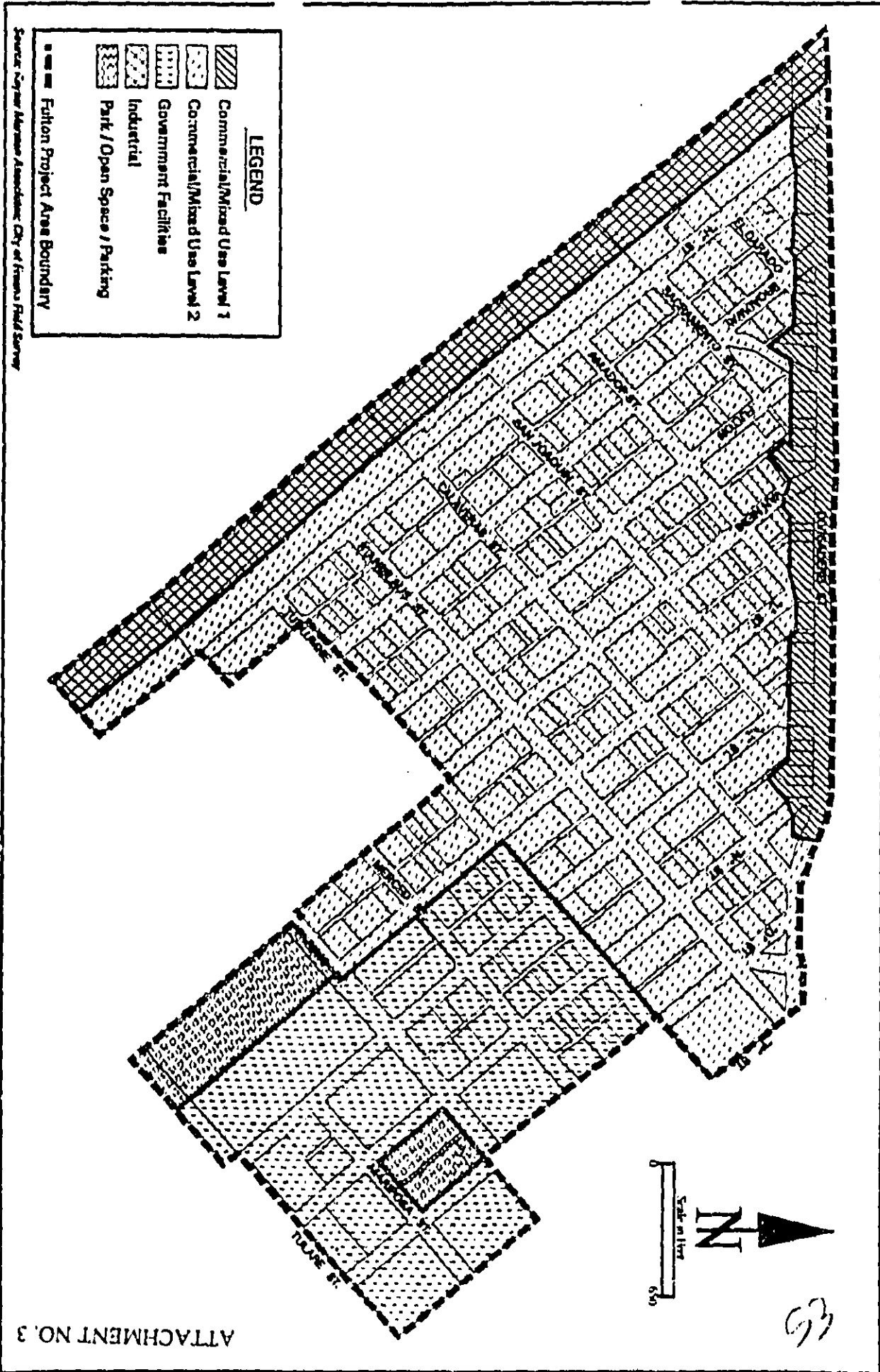
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Fulton Redevelopment Project



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Land Use Plan Fulton Redevelopment Project Area



Fulton Redevelopment Project
City of Fresno Redevelopment Agency

ATTACHMENT NO. 4

FULTON REDEVELOPMENT PROJECT
PROPOSED PUBLIC IMPROVEMENTS

1. Street improvements, including but not limited to curbs, gutters, sidewalks, paving, landscaping and irrigation systems, turning lanes, median islands, parking spaces, and street widening and extensions associated with plan implementation.
2. Sewer improvements, including but not limited to sewer mains, service lines, manholes, and related temporary pavement and pavement restoration work as required with plan implementation.
3. Water improvements, including but not limited to water wells, fire hydrants, water and service lines, water mains, and bore and jack casings, wet ties, and related pavement restoration work as required with plan implementation.
4. Storm drain improvements, including but not limited to outfalls and inlets, manholes, pipes, bore pipes, and related temporary pavement and pavement restoration as required.
5. Traffic signal and safety lighting improvements associated with plan implementation.
6. Utility installation, relocation and /or undergrounding.
7. Implementation of Fresno Central Area Streetscape Master Plan, including but not limited to street tree planting in sidewalk areas and planting strips, 4 feet by 4 feet tree grates and guards, new sidewalk paving for a minimum width of 10 feet, bus shelters, pedestrian crosswalks, landscape medians, and landscape planting nodes and gateways on all major and local streets as designated, particularly the "Target Areas" and the "entry treatment" on Divisadero, Van Ness, Fulton, Calaveras, and Stanislaus Streets.
8. Public parking lots and structures improvements in proximity to the Cultural Arts District, Civic Center, Historic District, etc., as necessary to support implementation of Redevelopment Plan.
9. Building improvements, including but not limited to a general service and/or administration office building for the United States Government, the State of California, and the County of Fresno.
10. Railroad route and safety improvements, including but not limited to the railroad right-of-way and properties along the southwest frontage of "H" Street between Divisadero and Fresno Streets.

FULTON RP PUBLIC IMP: 3/24

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July 1, 1998

TO: MAYOR JIM PATTERSON
FROM: REBECCA E. KLISCH, City Clerk
SUBJECT: TRANSMITTAL OF COUNCIL ACTION
FOR APPROVAL OR VETO

Council Adoption: _____
Mayor Approval: _____
Mayor Veto: _____
Override Request: _____
By: _____
Deputy

At the Council meeting of June 30, 1998, Council adopted the attached Ordinance No. 98-42, entitled Redev. Plan and merger of Fulton Redev. Project, by the following vote:

Ayes : Bredefeld, Briggs, Perea, Quintero, Ronquillo, Steitz, Mathys
Noes : None
Absent : None
Abstain : None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before 7/13/98. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED: _____

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)

Jim Patterson, Mayor

Date: 7/16/98

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes
Noes
Absent
Abstain

c: Jeff Reid, City Manager
Hilda C. Montoy, City Attorney

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CLERK'S CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF FRESNO)
CITY OF FRESNO)

On July 14th 1998, before me, Jocelyne Gueret, personally appeared Rebecca E. Klisch, City Clerk, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument(s) the person(s), or the entity upon behalf of the City of Fresno of which the person(s) acted, executed the instrument.

WITNESS my hand and official City Seal.

REBECCA E. KLISCH
CITY CLERK

BY: Jocelyne Gueret
DEPUTY

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**NOTICE OF ADOPTION OF REDEVELOPMENT PLAN FOR THE
FULTON REDEVELOPMENT PROJECT**

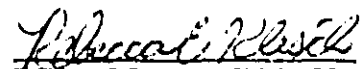
NOTICE IS HEREBY GIVEN that the City Council of the City of Fresno adopted Ordinance No. 98-42, on June 30, 1998, and signed by the Mayor on July 6, 1998, approving and adopting the Redevelopment Plan for the Fulton Redevelopment Project. The Ordinance will become effective thirty-one days after the Mayor's approval.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceedings for the redevelopment of the Project Area have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

Filed for recordation with the County Recorder of Fresno County by order of the City Council of the City of Fresno, California.

Dated: July 15, 1998


REBECCA E. KLISCH
City Clerk, City of Fresno

Attachment: Exhibit A - Legal Description

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EXHIBIT A

Legal Description of the Fulton Redevelopment Project Area

Beginning at the intersection of the easterly right-of-way line of North Roosevelt Avenue (formerly known as "West Avenue") as shown on the map of La Sierra Tract according to the map thereof recorded in Book 5 at Page 49, Record of Surveys, Fresno County Records and the Northerly right-of-way line of East Divisadero Street (Formerly known as "Nielsen Avenue") as shown on the Map of Central Addition recorded in Volume 1 at Page 30 of Plats, Fresno County Records, said point of intersection also being the southwest corner of Lot 18 in Block 1 of said Central Addition: thence easterly along said northerly right-of-way line of East Divisadero Street to the intersection with the northwesterly prolongation of the southwesterly right-of-way line of P Street, a said street is shown to the Town (now City) of Fresno, according to the map thereof recorded June 8, 1876; in Volume 1 of Plats at Page 2 Fresno County Records; thence southeasterly along said prolonged southwesterly right-of-way line to P Street to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to the intersection with the southwesterly right-of-way line of O Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of O Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence northeasterly along said southeasterly right-of-way line of Fresno Street and its prolongation to the intersection with the southwesterly right-of-way line of P Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of N Street to its intersection with the northwesterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tulare Street and its prolongation to the intersection with the southwesterly right-of-way line of M Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of M Street and its prolongation to the intersection with the southeasterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Tulare Street and its prolongation to a point which is 29.6 feet northeasterly of the northeast right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most westerly corner of Lot 32, Block 95 as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 29.6 feet northeasterly of said right-of-way line of Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most southerly corner of Lot 17, Block 92 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Tulare Street 29.6 feet to the intersection with the northeasterly right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; thence northwesterly along said northeasterly right-of-way line of

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Fulton Redevelopment Area Plan
Legal Description
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Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to a point which is 150 feet northeasterly of the northeasterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 65 of said Town (now City) of Fresno; thence southeasterly parallel to and 150 feet northeasterly of the northeasterly right-of-way line of said H Street to the intersection with the prolongation of the northwesterly right-of-way line of Merced Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 64 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Merced Street and its prolongation to the intersection with the southwesterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of H Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Fresno Street to a point which is 250 feet northeasterly of the northeasterly right-of-way line of G Street, as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 250 feet northeasterly of the northeasterly right-of-way line of said G Street to the intersection with the northerly right-of-way of East Divisadero Street, as said street is delineated by deeds recorded in Book 3455 Page 470, and Book 3538 Page 435, Fresno County Records; thence easterly and northerly along said northerly right-of-way line of East Divisadero Street to the intersection with the southerly prolongation of the westerly right-of-way line of North Roosevelt Avenue (formerly know as "West Avenue") as shown on said map of La Sierra Tract; thence northeasterly to the point of beginning.

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JUL 23 1994

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Recording Requested By:

City of Fresno
No Fee-Govt. Code Sections
6103 and 27383

When Recorded Mail to:

Name CITY CLERK'S OFFICE
Street City of Fresno
Address 2600 Fresno Street
City & State Fresno, CA 93721-3623

RECORDED

AT 15 MIN. PAST 3P M

AUG 13 1998

FRESNO COUNTY, CALIFORNIA
WILLIAM C. GREENWOOD, County Recorder

ROSIE FINLEY
Deputy Recorder

FEE
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SPACE ABOVE THIS LINE FOR RECORDER'S USE

ORDINANCE NO. 98-42

THIS ORDINANCE IS FOR RE-RECORDING DUE TO AN ERROR MADE IN "EXHIBIT "A"
AND "EXHIBIT" "B" THIS IS A CORRECTED EXHIBITS.

AUG 13 1998

Recording Requested By:

City of Fresno
No Fee-Govt. Code Sections
6103 and 27363

When Recorded Mail to:

Name
Street
Address
City &
State

CITY CLERK'S OFFICE
City of Fresno
2600 Fresno Street
Fresno, CA 93721-3623

98102552

RECORDED AT REQUEST OF

AT 50 MIN. PAST 20 M

JUL 23 1998

FRESNO COUNTY, CALIFORNIA
WILLIAM C. GREENWOOD, County Recorder

Donita Ghimenti

BY DEPUTY RECORDER



SPACE ABOVE THIS LINE FOR RECORDER'S USE

ORDINANCE NO. 98-42

AN ORDINANCE OF THE CITY OF FRESNO, CALIFORNIA, APPROVING
AND ADOPTING THE REDEVELOPMENT PLAN FOR THE FULTON
REDEVELOPMENT PROJECT.

AUG 13 1998

ATTACHMENT C-1

ORDINANCE OF THE COUNCIL OF THE CITY OF FRESNO
PROPOSED AND INITIATED BY _____ MOVED BY
Ronquillo SECONDED BY Perea

BILL NO. B-44
ORDINANCE NO. 98-42

AN ORDINANCE OF THE CITY OF FRESNO, CALIFORNIA, APPROVING
AND ADOPTING THE REDEVELOPMENT PLAN FOR THE FULTON
REDEVELOPMENT PROJECT

WHEREAS, the Council of the City of Fresno (the "Council") has received from the
Redevelopment Agency of the City of Fresno (the "Agency") the proposed Redevelopment
Plan (the "Fulton Redevelopment Plan") for the Fulton Redevelopment Project (the "Fulton
Project"), as approved and recommended by the Agency, a copy of which is on file at the
offices of the City Clerk at 2600 Fresno Street, Fresno, California, and the Agency at 2344
Tulare Street, Suite 200, Fresno, California; and

WHEREAS, the Council and the Agency are simultaneously considering the
approval and adoption of a proposed Redevelopment Plan for the South Van Ness
Industrial Redevelopment Project (the "South Van Ness Redevelopment Plan") and the
approval and adoption of proposed amendments (the "Proposed Amendments") to the
existing Amended Urban Renewal Plan for the Central Business District Project One, the
Community Redevelopment Plan for the Chinatown Expanded Area, the Redevelopment
Plan for the Convention Center Redevelopment Area, the Community Redevelopment
Plan for the Jefferson Redevelopment Area, the Urban Renewal Plan for the Mariposa
Project, the Urban Renewal Plan for the West Fresno Project One, the Urban Renewal
Plan for the West Fresno Project Two and the Urban Renewal Plan for the West Fresno
Project Three (the "Existing Redevelopment Plans"); and

Adopted 6-30-98
Approved 7-6-98
Effective 8-6-98

98-42

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WHEREAS, the Fulton Redevelopment Plan, the proposed South Van Ness Redevelopment Plan and the Proposed Amendments being considered provide for the merger of the area included within the Fulton Redevelopment Plan (the "Fulton Project Area") with the areas included within the proposed South Van Ness Redevelopment Plan (the "South Van Ness Project Area and the Existing Redevelopment Plans (the "Existing Project Areas"), which collectively are hereinafter referred to as the "Merged No. 1 Project Area;" and

WHEREAS, the Council has also received from the Agency the Report of the Agency to the Council, as supplemented by a Supplemental Report of the Agency to the Council, on the Fulton Redevelopment Plan, South Van Ness Redevelopment Plan and the Proposed Amendments (the "Agency's Report") including: (1) the reasons for selection of the Fulton Project Area and the reasons for the proposed merger of the Fulton Project Area, South Van Ness Project Area and Existing Project Areas; (2) a description of the physical and economic conditions existing in the Fulton Project Area; (3) a description of specific projects proposed by the Agency in the Fulton Project Area and an explanation as to how the proposed projects will improve or alleviate the conditions existing in the Fulton Project Area; (4) the proposed method of financing redevelopment of the Fulton Project Area, including an assessment of the economic feasibility of the redevelopment of the Fulton Project Area and an explanation of why the elimination of blight and redevelopment of the Fulton Project Area cannot be accomplished by private enterprise acting alone or by the Council's use of financing alternatives other than tax

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increment financing; (5) a plan for the relocation of families and persons who may be temporarily or permanently displaced from housing facilities as a result of the Fulton Redevelopment Plan; (6) an analysis of the Preliminary Plan for the Fulton Project Area; (7) the Report and Recommendation of the Planning Commission of the City of Fresno (the "Planning Commission"); (8) a record of the summary of consultations with the Project Area Committee (9) the Final Program Environmental Impact Report No. 10124; (10) a neighborhood impact report; (11) a summary of consultations with affected taxing agencies and responses to written objections and concerns expressed by affected taxing agencies during the consultations; and (12) an Implementation Plan for the Fulton Redevelopment Plan; and

WHEREAS, the Planning Commission has reported that the Fulton Redevelopment Plan is consistent with the General Plan of the City of Fresno and has recommended approval of the Fulton Redevelopment Plan; and

WHEREAS, the Housing and Community Development Commission has considered the Fulton Redevelopment Plan at a scheduled Public Hearing on June 10, 1998, and has recommended approval of the Fulton Redevelopment Plan; and

WHEREAS, the Project Area Committee ("PAC") for the Fulton Project has submitted its report and recommendations concerning the Fulton Redevelopment Plan, and has recommended approval of the Fulton Redevelopment Plan; and

WHEREAS, the Council and Agency, as a co-lead agency, prepared and circulated a Draft Program Environmental Impact Report (the "Draft EIR") on the Merged No. 1

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Project Area, which includes the Fulton Redevelopment Plan, in accordance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Guidelines for Implementation of the California Environmental Quality Act (14 Cal. Code Regs. Section 15000 et seq.), and environmental procedures adopted by the Agency and Council pursuant thereto, and the Draft EIR was thereafter revised and supplemented to incorporate comments received and responses thereto, and, as so revised and supplemented, a Final Program Environmental Impact Report No. 10124 (the "Final EIR") was prepared and certified by the Council and the Agency; and

WHEREAS, the Agency and the Council have reviewed and considered the Final EIR and have each adopted a Statement of Findings, Facts, and Overriding Considerations applicable to the environmental impacts identified in the Final EIR; and

WHEREAS, the Council and the Agency held joint and concurrent public hearings on the Fulton Redevelopment Plan, South Van Ness Redevelopment Plan and the Proposed Amendments in the Council Chambers, 2600 Fresno Street, Fresno, California, on June 23, 1998, to consider adoption of the Fulton Redevelopment Plan and certification of the Final EIR; and

WHEREAS, a notice of said joint and concurrent public hearings was duly and regularly published in the Fresno Bee, a newspaper of general circulation in the City of Fresno, once a week for four successive weeks prior to the date of said hearings, and a copy of said notice and affidavit of publication are on file with the City Clerk and the Agency; and

[Handwritten signature]

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WHEREAS, copies of the notice of joint and concurrent public hearings were mailed by first-class mail to the last known address of each assessee of each parcel of land in the proposed Merged No. 1 Project Area as shown on the last equalized assessment roll of the County of Fresno and copies of a statement concerning acquisition of property by the Agency were mailed by first-class mail to the last known address of each assessee of each parcel of land in the proposed Merged No. 1 Project Area whose property may be subject to acquisition by purchase or condemnation by the Agency; and

WHEREAS, copies of the notice of joint and concurrent public hearings were mailed by first-class mail to all residential and business occupants within the proposed Fulton Project Area; and

WHEREAS, copies of the notice of joint and concurrent public hearings were mailed by certified mail with return receipt requested to the governing body of each taxing agency which receives taxes from property in the Fulton Project Area; and

WHEREAS, the Council has considered the Agency's Report, the Report and Recommendations of the Planning Commission, the Report and Recommendations of the Housing and Community Development Commission, the Report and Recommendations of the PAC, the Fulton Redevelopment Plan, and the Final EIR; has provided an opportunity for all persons to be heard and has received and considered all evidence and testimony presented for or against any and all aspects of the Fulton Redevelopment Plan; and has adopted written findings in response to each written objection to the Fulton

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Redevelopment Plan from an affected taxing entity or property owner within the Fulton Project; and

WHEREAS, all actions required by law have been taken by all appropriate public bodies;

THE COUNCIL OF THE CITY OF FRESNO DOES ORDAIN AS FOLLOWS:

SECTION 1. That the purpose and intent of the Council with respect to the Fulton Project Area is to accomplish the following: (a) the elimination of blighting influences and the correction of environmental deficiencies in the Fulton Project Area, including, among others, obsolete and aged building types, small and irregular shaped lots, vacant buildings and lots, depreciated property values and impaired investments, low lease rates, high crime rates, incompatible and uneconomic land uses, and inadequate or deteriorated public improvements, facilities, and utilities; (b) the assembly of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation in the Fulton Project Area; (c) the replanning, redesign, and development of portions of the Fulton Project Area which are stagnant or improperly utilized; (d) the provision of opportunities for participation by owners and tenants in the revitalization of their properties; (e) the strengthening of commercial/mixed use, governmental and industrial functions in the Fulton Project Area; (f) the strengthening of the economic base of the Fulton Project Area and the community by the installation of needed site improvements to stimulate new commercial/mixed use, governmental, and industrial expansion, employment, and social and economic growth; (g) the provision of adequate land for

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parking and open spaces; (h) the establishment of a positive visual image through the implementation of performance criteria to assure high site design standards, environmental quality, compatibility with the cultural emphasis planned for the area, conservation of and compatibility with buildings of historical importance, and other design elements which provide unity and integrity to the entire Fulton Project; (i) the expansion, improvement, and preservation of the community's supply of housing available to low- and moderate-income persons and families' and (j) the encouragement of active and continuous participation of Fulton Project Area occupants in the formulation, refinement, and implementation of the Fulton Redevelopment Plan, in order to ensure that the Fulton Redevelopment Plan proposals are beneficial to the people who live and work within the Fulton Project Area, as well as the community in general.

SECTION 2. The Council hereby finds and determines that:

(a) The Fulton Project Area is a blighted area, the redevelopment of which is necessary to effectuate the public purposes declared in the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.). This finding is based upon the following facts, as more particularly set forth in the Agency's Report:

- (1) The Fulton Project Area is predominantly urbanized.
- (2) The Fulton Project Area is characterized by and suffers from a combination of blighting physical and economic conditions, including, among others: buildings that are obsolete and aged; buildings which have inadequate parking; incompatible uses; vacant buildings and lots; lots of irregular form and shape and of

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inadequate size for proper usefulness which are under multiple ownership; depreciated or stagnant property values and impaired investments; low lease rates; a high crime rate; and inadequate public improvements, parking, and utilities.

(3) The combination of the conditions referred to in paragraph (2) above is so prevalent and so substantial that it causes a reduction of, or lack of, proper utilization of the Fulton Project Area to such an extent that it constitutes a serious physical and economic burden on the City which cannot reasonably be expected to be reversed or alleviated by private enterprise or governmental action, or both, without redevelopment.

(b) The Fulton Redevelopment Plan will redevelop the Fulton Project Area in conformity with the Community Redevelopment Law and in the interests of the public peace, health, safety, and welfare. This finding is based upon the fact that redevelopment of the Fulton Project Area will implement the objectives of the Community Redevelopment Law by: aiding in the elimination and correction of the conditions of blight; providing for planning, development, redesign, clearance, reconstruction, or rehabilitation of properties which need improvement; improving, increasing, and preserving the supply of low- and moderate-income housing within the community; providing additional employment opportunities; and providing for higher economic utilization of potentially useful land.

(c) The adoption and carrying out of the Fulton Redevelopment Plan is economically sound and feasible. This finding is based on the facts, as more particularly set forth in the Agency's Report, that under the Fulton Redevelopment Plan the Agency will be authorized to seek and utilize a variety of potential financing resources, including

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tax increments; that the nature and timing of public redevelopment assistance will depend on the amount and availability of such financing resources, including tax increments generated by new investment in the Fulton Project Area; and that under the Fulton Redevelopment Plan no public redevelopment activity will be undertaken unless the Agency can demonstrate that it has adequate revenue to finance the activity. (d)

The Fulton Redevelopment Plan is consistent with the General Plan of the City of Fresno, including, but not limited to, the housing element, which substantially complies with state housing law. This finding is based upon the finding of the Planning Commission that the Fulton Redevelopment Plan is consistent with the General Plan of the City of Fresno.

(e) The carrying out of the Fulton Redevelopment Plan would promote the public peace, health, safety, and welfare of the City of Fresno and will effectuate the purposes and policy of the Community Redevelopment Law. This finding is based upon the fact that redevelopment, as contemplated by the Fulton Redevelopment Plan, will benefit the Fulton Project Area by correcting conditions of blight and by coordinating public and private actions to stimulate development and improve the physical and economic conditions of the Fulton Project Area.

(f) The condemnation of real property, as provided for in the Fulton Redevelopment Plan, is necessary to the execution of the Fulton Redevelopment Plan, and adequate provisions have been made for the payment for property to be acquired as

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provided by law. This finding is based upon the need to ensure that the provisions of the Fulton Redevelopment Plan will be carried out and to prevent the recurrence of blight.

(g) The Agency has a feasible method and plan for the relocation of families and persons who may be displaced, temporarily or permanently, from housing facilities in the Fulton Project Area. This finding is based upon the fact that the Agency's plan for relocation, as contained in the Agency's Report, and the Fulton Redevelopment Plan provide for relocation assistance and benefits according to law and authorize the Agency to provide other assistance as determined to be appropriate under the circumstances.

(h) There are, or shall be provided, within the Fulton Project Area or within other areas not generally less desirable with regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons who may be displaced from the Fulton Project Area, decent, safe, and sanitary dwellings equal in number to the number of and available to such displaced families and persons and reasonably accessible to their places of employment. This finding is based upon the fact that in the event any residential displacement is caused by the Fulton Redevelopment Plan, no person or family will be required to move from any dwelling unit until suitable replacement housing is available.

(i) Families and persons shall not be displaced prior to the adoption of a relocation plan pursuant to Sections 33411 and 33411.1 of the Community Redevelopment Law; and dwelling units housing persons and families of low or moderate income within the Fulton Project Area shall not be removed or destroyed prior to the

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adoption of a replacement housing plan pursuant to Sections 33334.5, 33413, and 33413.5 of the Community Redevelopment Law.

(j) Inclusion of any lands, buildings, or improvements in the Fulton Project Area which are not detrimental to the public health, safety, or welfare is necessary for the effective redevelopment of the entire area of which they are a part; and any area included is necessary for effective redevelopment and is not included for the purpose of obtaining the allocation of tax increment revenues from such area pursuant to Section 33670 of the Community Redevelopment Law without other substantial justification for its inclusion. This finding is based upon the fact that the boundaries of the Fulton Project Area were chosen as a unified and consistent whole to include all properties contributing to or affected by the blighting conditions characterizing the Fulton Project Area.

(k) The elimination of blight and the redevelopment of the Fulton Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency. This finding is based upon the facts, as more particularly set forth in the Agency's Report, that because of the higher costs and more significant risks associated with development of blighted areas, individual developers are unable and unwilling to invest in blighted areas without substantial public assistance and that funds of other public sources and programs are insufficient to eliminate the blighting conditions.

(l) The Fulton Project Area is a predominantly urbanized area as defined by subdivision (b) of Section 33320.1. This finding is based upon the facts, as more

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particularly set forth in the Agency's Report, that 100% percent of the land in the Fulton Project Area has either been or is developed for urban uses, is characterized by the existence of subdivided lots of irregular form and shape and inadequate size for proper usefulness and development that are in multiple ownership, or is an integral part of an area developed for urban uses.

(m) The time limitations in the Fulton Redevelopment Plan, which are the maximum time limitations authorized under the Community Redevelopment Law, are reasonably related to the proposed projects to be implemented in the Fulton Project Area and the ability of the Agency to eliminate blight within the Fulton Project Area. This finding is based upon the fact that redevelopment depends, in large part, upon private market forces beyond the control of the Agency and shorter time limitations would impair the Agency's ability to be flexible and respond to market conditions as and when appropriate and would impair the Agency's ability to maintain development standards and controls over a period of time sufficient to assure area stabilization. In addition, shorter time limitations would limit the revenue sources and financing capacity necessary to carry out proposed projects in the Fulton Project Area.

SECTION 3. The Council is satisfied that permanent housing facilities will be available within three (3) years from the time occupants of the Fulton Project Area are displaced and that, pending the development of the facilities, there will be available to the displaced occupants adequate temporary housing facilities at rents comparable to those in the community at the time of their displacement.

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SECTION 4. The merger of the Fulton Project Area with the South Van Ness Project Area and the Existing Project Areas will result in substantial benefit to the public and will contribute to the revitalization of the blighted areas within the Merged No. 1 Project Area through the increased economic vitality of such areas and through increased and improvement housing opportunities in and near such areas by enabling the areas within the Merged No. 1 Project Area to be planned and developed in a coordinated and integrated manner and allowing the Agency to better respond to economic opportunities throughout the Merged No. 1 Project Area that will benefit the entire Merged No. 1 Project Area.

SECTION 5. In order to implement and facilitate the effectuation of the Fulton Redevelopment Plan, certain official actions must be taken by the Council; accordingly, the Council hereby: (a) pledges its cooperation in helping to carry out the Fulton Redevelopment Plan; (b) directs the various officials, departments, boards, and agencies of the City of Fresno having administrative responsibilities in the Fulton Project Area likewise to cooperate to such end and to exercise their respective functions and powers in a manner consistent with the Fulton Redevelopment Plan; (c) stands ready to consider and take appropriate action on proposals and measures designed to effectuate the Fulton Redevelopment Plan; and (d) declares its intention to undertake and complete any proceeding, including the expenditure of moneys, necessary to be carried out by the City under the provisions of the Fulton Redevelopment Plan.

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Adoption of Fulton Redevelopment Plan
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SECTION 6. The Council is satisfied that written findings have been adopted in response to each written objection received from affected taxing entities or property owners either before or at the noticed public hearing. Having considered all evidence and testimony presented for or against any aspect of the Fulton Redevelopment Plan, the Council hereby overrules all written and oral objections to the Fulton Redevelopment Plan.

SECTION 7. The mitigation measures and mitigation monitoring plan, findings, and statement of overriding considerations made pertaining to the Fulton Redevelopment Plan, as identified in Council Resolution No. 98-190, adopted on June 30th, 1998, and Agency Resolution No. 1487, adopted on June 30th, 1998, were based upon consideration of the Final EIR and are incorporated and made part of the proposed Fulton Redevelopment Plan.

SECTION 8. That certain document entitled "Redevelopment Plan for the Fulton Redevelopment Project," a copy of which is on file in the office of the City Clerk and attached hereto as Attachment 1, is hereby incorporated by reference herein and designated as the official "Redevelopment Plan for the Fulton Redevelopment Project."

SECTION 9. The City of Fresno Development Department is hereby directed for a period of at least two (2) years after the effective date of this Ordinance to advise all applicants for building permits within the Fulton Project Area that the site for which a building permit is sought for the construction of buildings or for other improvements is within a redevelopment project area.

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SECTION 10. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, and the Agency is hereby vested with the responsibility for carrying out the Fulton Redevelopment Plan.

SECTION 11. The City Clerk is hereby directed to record with the County Recorder of Fresno County a notice of the approval and adoption of the Fulton Redevelopment Plan pursuant to this Ordinance, containing a description of the land within the Fulton Project Area and a statement that proceedings for the redevelopment of the Fulton Project Area have been instituted under the Community Redevelopment Law.

SECTION 12. The City Clerk is hereby directed to transmit a copy of the description and statement recorded pursuant to Section 11 of this Ordinance, a copy of this Ordinance, and a map or plat indicating the boundaries of the Fulton Project Area, to the auditor and assessor of the County of Fresno to the governing body of each of the taxing agencies which receives taxes from property in the Fulton Project Area, and to the State Board of Equalization within thirty (30) days following adoption of this Ordinance.

SECTION 13. Section 1000 of the Fulton Redevelopment Plan, approved and adopted by this Ordinance, provides for the merger of the area within the Fulton Project with the areas within the South Van Ness Redevelopment Plan and the Existing Redevelopment Plans (the "Fulton Merger Provision"). The South Van Ness Redevelopment Plan and the Proposed Amendments to the Existing Redevelopment Plans correspondingly provide for the merger of the areas within the South Van Ness Project and the Existing Projects with the Fulton Project (the "Other Project Merger Provisions").

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When the Fulton Merger Provision takes effect and one or more of the Other Project Merger Provisions take effect, the Fulton Project Area shall be officially merged with all of the project areas for which the Other Project Merger Provisions take effect. If no Other Project Merger Provisions take effect, the Fulton Merger Provision shall have no effect.

SECTION 14. If any part of this Ordinance or the Fulton Redevelopment Plan which it approves is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance or of the Fulton Redevelopment Plan, and this Council hereby declares that it would have passed the remainder of this Ordinance or approved the remainder of the Fulton Redevelopment Plan if such invalid portion thereof had been deleted. It is the specific intent of the Council that the Fulton Merger Provision be considered wholly independent of the other provisions of the Fulton Redevelopment Plan. In the event the Fulton Merger Provision or any portion thereof is determined to be invalid by a court of competent jurisdiction for any reason, that circumstance shall not affect the remaining provisions of the Fulton Merger Provision or Fulton Redevelopment Plan approved hereby.

SECTION 15. This ordinance shall become effective and in full force and effect at 12:01 a.m. on the thirty-first day after its final passage.

Attachment 1: Redevelopment Plan for the Fulton Redevelopment Project

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CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, REBECCA E. KLISCH, City Clerk of the City of Fresno, certify that the foregoing ordinance was adopted by the Council of the City of Fresno, California, at a regular meeting held on the 30th day of JUNE, 1998, by the following vote.

AYES: Bredefeld, Briggs, Perea, Quintero, Ronquillo, Steitz, Mathys
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Approval: 7/6, 1998

Mayor Approval/No Return: N/A, 1998

Mayor Veto: N/A, 1998

Council Override Vote: N/A, 1998

REBECCA E. KLISCH,
City Clerk

By: Rebecca E. Klisch
Deputy

APPROVED AS TO FORM:

HILDA CANTU MONTTOY
City Attorney

By: Hilda Cantu Montto
Deputy

RYFULTON 98 RPLN ORD

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AUG 13 1998

Attachment 1

REDEVELOPMENT PLAN
FOR THE
FULTON REDEVELOPMENT PROJECT

MAS/RedevPlan

6/4/97

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MAS/RedevPlan

6/4/97

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 - 2. [§404] Industrial Uses
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- C. [§406] Other Land Uses
 - 1. [§407] Public Rights-of-Way
 - 2. [§408] Other Public, Semi-Public, Institutional, and Nonprofit Uses
 - 3. [§409] Nonconforming Uses
- D. [§410] General Controls and Limitations
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2. [§412] Rehabilitation and Retention of Properties
 3. [§413] Limitation on the Number of Buildings
 4. [§414] Number of Dwelling Units
 5. [§415] Limitation on Type, Size, and Height of Buildings
 6. [§416] Open Spaces, Landscaping, Light, Air, and Privacy
 7. [§417] Signs
 8. [§418] Utilities
 9. [§419] Incompatible Uses
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 11. [§421] Subdivision of Parcels
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- V. [§500] METHODS OF FINANCING THE PROJECT
- A. [§501] General Description of the Proposed Financing Method
 - B. [§502] Tax Increment Funds
 - C. [§503] Bonds, Loans and Grants
- VI. [§600] ACTIONS BY THE CITY
- VII. [§700] ENFORCEMENT

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VIII. [§800] DURATION OF THIS PLAN

IX. [§900] PROCEDURE FOR AMENDMENT

ATTACHMENTS

Attachment No. 1	Legal Description of the Project Area Boundaries
Attachment No. 2	Project Area Map
Attachment No. 3	Redevelopment Land Use Map
Attachment No. 4	Proposed Public Improvements

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**REDEVELOPMENT PLAN
FOR THE
FULTON REDEVELOPMENT PROJECT**

I. [§100] INTRODUCTION

This is the Redevelopment Plan (the "Plan") for the Fulton Redevelopment Project (the "Project") in the City of Fresno (the "City"), County of Fresno, State of California; it consists of the text, the Legal Description of the Project Area Boundaries (Attachment No. 1), the Project Area Map (Attachment No. 2), the Redevelopment Land Use Map (Attachment No. 3), and the Proposed Public Improvements (Attachment No. 4). This Plan was prepared by the Redevelopment Agency of the City of Fresno (the "Agency") pursuant to the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.), the California Constitution, and all applicable local laws and ordinances.

The proposed redevelopment of the area within the boundaries of the Project (the "Project Area") as described in this Plan conforms to the General Plan for the City of Fresno (the "General Plan"), adopted by the City Council of the City of Fresno (the "City Council") by Resolution No. 84-470, on November 20, 1984.

This Plan is based upon a Preliminary Plan formulated and adopted by the Planning Commission of the City of Fresno (the "Planning Commission") by Resolution No. 10983, on May 21, 1997.

This Plan provides the Agency with powers, duties, and obligations to implement and further the program generally formulated in this Plan for the redevelopment, rehabilitation, and revitalization of the area within the Project Area. Because of the long-term nature of this Plan and the need to retain in the Agency flexibility to respond to market and economic conditions, property owner and developer interests, and opportunities from time to time presented for redevelopment, this Plan does not present a precise plan or establish specific projects for the redevelopment, rehabilitation, and revitalization of any area within the Project Area, nor does this Plan present specific proposals in an attempt to solve or alleviate the concerns and problems of the community relating to the Project Area. Instead, this Plan presents a process and a basic framework within which specific plans will be presented, specific projects will be established, and

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specific solutions will be proposed and by which tools are provided to the Agency to fashion, develop, and proceed with such specific plans, projects, and solutions.

The purposes of this Plan are to eliminate blight, reverse the trend of economic stagnation and ensure the realization of the Project Area's potential for commercial/mixed use and industrial growth, including cultural-related commercial functions. The major goals of this Plan are:

- A. The elimination of blighting influences and the correction of environmental deficiencies in the Project Area, including, among others, small and irregular-shaped lots, obsolete and aged building types, vacant buildings and lots, depreciated property values and impaired investments, low lease rates, high crime rates, incompatible and uneconomic land uses, and inadequate or deteriorated public improvements, facilities, and utilities.
- B. The assembly of land into parcels suitable for modern, integrated development with improved pedestrian and vehicular circulation in the Project Area.
- C. The replanning, redesign, and development of undeveloped and underdeveloped areas which are stagnant or improperly utilized.
- D. The provision of opportunities for participation by owners and tenants in the revitalization of their properties.
- E. The strengthening of commercial/mixed use, governmental and industrial functions in the Project Area.
- F. The strengthening of the economic base of the Project Area and the community by the installation of needed site improvements to stimulate new commercial/mixed use, governmental, and industrial expansion, employment, and social and economic growth.
- G. The provision of adequate land for parking and open spaces.
- H. The establishment of a positive visual image through the implementation of performance criteria to assure high site design standards, environmental quality, compatibility with the cultural emphasis planned for the area, conservation of and compatibility with buildings of historical importance, and other design elements which provide unity and integrity to the entire Project.

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- I. The expansion, improvement, and preservation of the community's supply of housing available to low- and moderate-income persons and families.
- J. The encouragement of active and continuous participation of Project Area occupants in the formulation, refinement, and implementation of this Plan, in order to ensure that Plan proposals are beneficial to the people who live and work within the Project Area, as well as the community in general.

Below is a summary of adopted plans and policies of the City that are applicable to the Project Area and their conformity with this Plan:

A. City General Plan

The City General Plan was adopted in 1984 and contains the broad scale plans and policies and the overall framework for planning of the Project Area.

B. Central Area Community Plan

The Central Area Community Plan ("Community Plan") adopted in 1989, as amended, is designed to further refine the goals expressed in the City's General Plan and serves as the land use concept and policy framework for the Project Area. The Community Plan envisioned the Project Area as a mixed-use district emphasizing its cultural and historical importance.

C. Central Area Urban Design Strategy

The Central Area Urban Design Strategy was adopted in 1992 and recommended mixed uses within the Project Area and the transformation of the Project Area as an arts/entertainment district. The Urban Design Strategy recommended the establishment of the Fulton Area as a redevelopment area.

D. Fulton/Lowell Specific Plan

The Fulton/Lowell Specific Plan (the "Specific Plan") was adopted in 1992 and provides a more detailed and precise planning strategy for the broad scale plans and policies of the

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City's General Plan, the Community Plan and the Urban Design Strategy described above.

E. Civic Center Master Development Plan

The Civic Center Master Development Plan (the "CCMD Plan") was adopted in 1966 and provides a more detailed and precise planning strategy in regard to Civic Center uses and property development standards in relation to the broad scale plans and policies of the plans described in A through D above with regard to the portion of the planning area within the boundaries of the CCMD Plan.

II. [§200] DESCRIPTION OF PROJECT AREA

The boundaries of the Project Area are described in the "Legal Description of the Project Area Boundaries," attached hereto as Attachment No. 1 and incorporated herein by reference, and are shown on the "Project Area Map," attached hereto as Attachment No. 2 and incorporated herein by reference.

III. [§300] PROPOSED REDEVELOPMENT ACTIONS

A. [§301] General

The Agency proposes to eliminate and prevent the spread of blight and deterioration in the Project Area by:

1. The acquisition of certain real property and the assembly of adequate sites for the development and construction of, commercial/mixed, industrial and public facilities;
2. The demolition or removal of certain buildings and improvements;
3. Providing for participation by owners and tenants presently located in the Project Area and the extension of preferences to business occupants and other tenants desiring to remain or relocate within the redeveloped Project Area;
4. The management of any property acquired by and under the ownership and control of the Agency;

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5. Providing relocation assistance to displaced Project occupants;
6. The installation, construction, or reconstruction of streets, utilities, and other public improvements;
7. The disposition of property for uses in accordance with this Plan;
8. The redevelopment of land by private enterprise or public agencies for uses in accordance with this Plan; and
9. The rehabilitation of structures and improvements by present owners, their successors, and the Agency.

In the accomplishment of these purposes and activities and in the implementation and furtherance of this Plan, the Agency is authorized to use all the powers provided in this Plan and all the powers now or hereafter permitted by law.

B. [§302] Participation Opportunities: Extension of Preferences for Reentry Within Redeveloped Project Area

1. [§303] Opportunities for Owners and Business Tenants

In accordance with this Plan and the rules for participation adopted by the Agency pursuant to this Plan and subject to the Community Redevelopment Law, persons who are owners of real property in the Project Area will be given a reasonable opportunity to participate in the redevelopment of the Project Area consistent with the objectives of this Plan.

The Agency shall extend reasonable preferences to persons who are engaged in business in the Project Area to participate in the redevelopment of the Project Area or to reenter into business within the redeveloped Project Area if they otherwise meet the requirements prescribed in this Plan and the rules for participation adopted by the Agency.

2. [§304] Rules for Participation Opportunities, Priorities, and Preferences

In order to provide opportunities to owners to participate in the redevelopment of the Project Area and to extend reasonable preferences to businesses to reenter into business within the redeveloped Project Area, the

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Agency shall promulgate rules for participation by owners and the extension of preferences to business tenants for reentry within the redeveloped Project Area. If conflicts develop between the desires of participants for particular sites or land uses, the Agency is authorized to establish reasonable priorities and preferences among the owners and business tenants. Some of the factors to be considered in establishing these priorities and preferences may include a participant's length of occupancy in the area; accommodation of as many participants as possible; similarity of land use; the necessity to assemble sites for integrated, modern development; conformity of a participant's proposal with the intent and objectives of this Plan; and service to the community of a participant's proposal.

In addition to opportunities for participation by individual persons and firms, participation shall be available for two or more persons, firms, or institutions to join together in partnerships, corporations, or other joint entities.

Participation opportunities shall necessarily be subject to and limited by such factors as: (1) the elimination and changing of land uses; (2) the construction, widening, or realignment of streets; (3) the ability of participants to finance acquisition and development or rehabilitation in accordance with this Plan and development criteria adopted by the Agency in implementation of this Plan; (4) the reduction in the total number of individual parcels in the Project Area; (5) the construction or expansion of public facilities; and (6) any property acquisition of the Agency pursuant to Section 309 of this Plan or any other provision, statute, or local code authorizing acquisition by the Agency.

3. [§305] Participation Agreements

The Agency may require that, as a condition to participation in redevelopment, each participant shall enter into a binding agreement with the Agency by which the participant agrees to rehabilitate, develop, and use and maintain the property in conformance with this Plan and to be subject to the provisions hereof. In such agreements, participants who retain real property shall be required to join in the recordation of such documents as may be necessary to make the provisions of this Plan applicable to their properties. Whether or not a participant enters into a participation agreement with the Agency, the provisions of this Plan are applicable to all public and private property in the Project Area.

In the event a participant fails or refuses to rehabilitate, develop, and use and maintain its real property pursuant to this Plan and a participation agreement, the real property or any interest therein may be acquired by the Agency and sold or leased for rehabilitation or development in accordance with this Plan.

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4. [§306] Conforming Owners

The Agency may, at its sole and absolute discretion, determine that certain real property within the Project Area presently meets the requirements of this Plan, and the owner of such property will be permitted to remain as a conforming owner without a participation agreement with the Agency provided such owner continues to operate, use, and maintain the real property within the requirements of this Plan. However, a conforming owner shall be required by the Agency to enter into a participation agreement with the Agency in the event that such owner desires to: (a) construct any additional improvements or substantially alter or modify existing structures on any of the real property described above as conforming; or (b) acquire additional property within the Project Area.

C. [§307] Cooperation with Public Bodies

Certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, or operation of this Project. The Agency shall seek the aid and cooperation of such public bodies and shall attempt to coordinate this Plan with the activities of such public bodies in order to accomplish the purposes of redevelopment and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by public bodies without the consent of such public bodies. The Agency, however, will seek the cooperation of all public bodies which own or intend to acquire property in the Project Area. Any public body which owns or leases property in the Project Area will be afforded all the privileges of owner and tenant participation if such public body is willing to enter into a participation agreement with the Agency. All plans for development of property in the Project Area by a public body shall be subject to Agency approval.

The Agency may impose on all public bodies the planning and design controls contained in this Plan to insure that present uses and any future development by public bodies will conform to the requirements of this Plan. To the extent now or hereafter permitted by law, the Agency is authorized to financially (and otherwise) assist any public entity in the cost of public land, buildings, facilities, structures, or other improvements (within or without the Project Area), which land, buildings, facilities, structures, or other improvements are or would be of benefit to the Project.

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D. [§308] Property Acquisition

1. [§309] Real Property

Except as specifically exempted herein, the Agency may acquire, but is not required to acquire, any real property located in the Project Area by any means authorized by law.

It is in the public interest and is necessary in order to eliminate the conditions requiring redevelopment and in order to execute this Plan for the power of eminent domain to be employed by the Agency to acquire real property in the Project Area which cannot be acquired by gift, devise, exchange, purchase, or any other lawful method. In cases where such purchase cannot be negotiated, property, at the sole discretion of the Agency, may be acquired by the Agency through the exercise of its power of eminent domain, which must be commenced within twelve (12) years from the date the ordinance adopting this Plan becomes effective.

The Agency is authorized to acquire structures without acquiring the land upon which those structures are located. The Agency is authorized to acquire either the entire fee or any other interest in real property less than a fee.

The Agency is not authorized to acquire real property owned by public bodies which do not consent to such acquisition. The Agency is authorized, however, to acquire public property transferred to private ownership before redevelopment of the Project Area is completed.

2. [§310] Personal Property

Generally, personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means, including eminent domain.

E. [§311] Property Management

During such time as property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for redevelopment, and such rental or lease shall be pursuant to such policies as the Agency may adopt.

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F. [§312] Payments to Taxing Agencies to Alleviate Financial Burden

Pursuant to Section 33607.5 of the Community Redevelopment Law, the Agency is required to and shall make payments to affected taxing entities to alleviate the financial burden and detriment that the affected taxing entities may incur as a result of the adoption of this Plan. The payments made by the Agency shall be calculated and paid in accordance with the requirements of Section 33607.5.

G. [§313] Relocation of Persons, Business Concerns, and Others Displaced by the Project

1. [§314] Assistance in Finding Other Locations

The Agency, to the extent required by law, shall assist all persons, business concerns, and others displaced by the Project in finding other locations and facilities. In order to carry out the Project with a minimum of hardship to persons, business concerns, and others, if any, displaced by the Project, the Agency shall assist such persons, business concerns and others in finding new locations that are decent, safe, sanitary, within their respective financial means, in reasonably convenient locations, and otherwise suitable to their respective needs. The Agency may also provide housing inside or outside the Project Area for displaced persons.

2. [§315] Relocation Payments

The Agency, to the extent required by law, shall make relocation payments to persons, business concerns, and others displaced by the Project for moving expenses and direct losses of personal property and additional relocation payments as may be required by law. Such relocation payments shall be made pursuant to the California Relocation Assistance Law (Government Code Section 7260 et seq.) and Agency rules and regulations adopted pursuant thereto. The Agency may make such other payments as may be appropriate and for which funds are available.

H. [§316] Demolition, Clearance, and Building and Site Preparation

1. [§317] Demolition and Clearance

The Agency is authorized to demolish and clear buildings.

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structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Plan.

2. [§318] Preparation of Building Sites

The Agency is authorized to prepare, or cause to be prepared, as building sites any real property in the Project Area owned by the Agency. In connection therewith, the Agency may cause, provide for, or undertake the installation or construction of streets, utilities, parks, playgrounds, and other public improvements necessary to carry out this Plan. The Agency is also authorized to construct foundations, platforms, and other structural forms necessary for the provision or utilization of air rights sites for buildings to be used for, commercial/mixed, industrial and public uses provided for in this Plan.

Prior consent of the City Council is required for the Agency to develop sites for commercial or industrial use by providing streets, sidewalks, utilities, or other improvements which an owner or operator of the site would otherwise be obliged to provide.

1. [§319] Property Disposition and Development

1. [§320] Real Property Disposition and Development

a. [§321] General

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, the Agency is authorized to dispose of real property by negotiated lease, sale, or transfer without public bidding. Property acquired by the Agency for rehabilitation and resale shall be offered for resale within one (1) year after completion of rehabilitation or an annual report concerning such property shall be published by the Agency as required by law.

Real property acquired by the Agency may be conveyed by the Agency without charge to the City and, where beneficial to the Project Area, without charge to any public body. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan.

All purchasers or lessees of property acquired from the Agency shall be obligated to use the property for the purposes designated in this

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Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

b. [§322] Disposition and Development Documents

To provide adequate safeguards to ensure that the provisions of this Plan will be carried out and to prevent the recurrence of blight, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, is subject to the provisions of this Plan.

The Agency shall reserve such powers and controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan.

Leases, deeds, contracts, agreements, and declarations of restrictions of the Agency may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan. Where appropriate, as determined by the Agency, such documents, or portions thereof, shall be recorded in the office of the Recorder of Fresno County.

All property in the Project Area is hereby subject to the restriction that there shall be no discrimination or segregation based upon race, color, creed, religion, sex, marital status, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area. All property sold, leased, conveyed, or subject to a participation agreement shall be expressly subject by appropriate documents to the restriction that all deeds, leases, or contracts for the sale, lease, sublease, or other transfer of land in the Project Area shall contain such nondiscrimination and nonsegregation clauses as required by law.

c. [§323] Development by the Agency

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any publicly-owned building, facility, structure, or other improvement either within or without the Project Area, for itself or for any public body or entity, which buildings, facilities, structures, or other improvements are or would be of benefit to the Project Area. Specifically, the Agency may pay for, install, or construct the buildings, facilities, structures, and other improvements identified in Attachment No. 4, attached hereto and

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incorporated herein by reference, and may acquire or pay for the land required therefor.

In addition to the public improvements authorized under Section 318 and the specific publicly-owned improvements identified in Attachment No. 4 of this Plan, the Agency is authorized to install and construct, or to cause to be installed and constructed, within or without the Project Area, for itself or for any public body or entity for the benefit of the Project Area, public improvements and public utilities, including, but not limited to, the following: (1) over- and underpasses; (2) sewers; (3) natural gas, electrical and telephone distribution systems; (4) water distribution systems; (5) parks, plazas, and pedestrian paths; (6) playgrounds; (7) parking facilities; (8) landscaped areas; and (9) street improvements.

The Agency may enter into contracts, leases, and agreements with the City or other public body or entity pursuant to this Section 323, and the obligation of the Agency under such contract, lease, or agreement shall constitute an indebtedness of the Agency which may be made payable out of the taxes levied in the Project Area and allocated to the Agency under subdivision (b) of Section 33670 of the Community Redevelopment Law and Section 502 of this Plan or out of any other available funds.

d. [§324] Development Plans

All development plans (whether public or private) shall be submitted to the Agency for approval and architectural review. All development in the Project Area must conform to City design review standards.

2. [§325] Personal Property Disposition

For the purposes of this Plan, the Agency is authorized to lease, sell, exchange, transfer, assign, pledge, encumber, or otherwise dispose of personal property which is acquired by the Agency.

J. [§326] Rehabilitation, Conservation, and Moving of Structures

1. [§327] Rehabilitation and Conservation

The Agency is authorized to rehabilitate and conserve, or to cause to be rehabilitated and conserved, any building or structure in the Project Area owned by the Agency. The Agency is also authorized and directed to advise, encourage, and assist in the rehabilitation and conservation of property in the

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Project Area not owned by the Agency. The Agency is also authorized to acquire, restore, rehabilitate, move, and conserve building or structures of historic or architectural significance.

2. [§328] Moving of Structures

As necessary in carrying out this Plan, the Agency is authorized to move, or to cause to be moved, any standard structure or building or any structure or building which can be rehabilitated to a location within or outside the Project Area.

K. [§329] Low- and Moderate-Income Housing

1. [§330] Replacement Housing

In accordance with Section 33334.5 of the Community Redevelopment Law, whenever dwelling units housing persons and families of low or moderate income are destroyed or removed from the low and moderate income housing market as part of the Project, the Agency shall, within four (4) years of such destruction or removal, rehabilitate, develop, or construct, or cause to be rehabilitated, developed, or constructed, for rental or sale to persons and families of low or moderate income an equal number of replacement dwelling units at affordable housing costs within the Project Area or within the territorial jurisdiction of the Agency in accordance with all of the provisions of Sections 33413 and 33413.5 of said Community Redevelopment Law.

2. [§331] Inclusionary Housing

Whenever new or rehabilitated dwelling units are developed by the Agency or by other public or private entities or persons within the Project Area, the Agency shall comply with the inclusionary housing requirements set forth in Section 33413 (in particular, subdivision (b) of that section) of the Community Redevelopment Law.

3. [§332] Increased and Improved Housing Supply

Pursuant to Section 33334.2 of the Community Redevelopment Law, not less than twenty percent (20%) of all taxes which are allocated to the Agency pursuant to Section 33670 of the Community Redevelopment Law and Section 502 of this Plan shall be used by the Agency for the purposes of increasing, improving, and preserving the City's supply of housing

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for persons and families of very low, low, or moderate income unless certain findings are made as required by that section to lessen or exempt such requirement. In carrying out this purpose, the Agency may exercise any or all of its powers.

The Agency may use these funds to meet, in whole or in part, the replacement housing provisions in Section 330, above, or the inclusionary housing provisions in Section 331, above. These funds may be used inside or outside the Project Area provided, however, that funds may be used outside the Project Area only if findings of benefit to the Project are made as required by said Section 33334.2 of the Community Redevelopment Law.

The funds for this purpose shall be held in a separate Low and Moderate Income Housing Fund until used. Any interest earned by such Low and Moderate Income Housing Fund shall accrue to the Fund.

IV. [§400] USES PERMITTED IN THE PROJECT AREA

A. [§401] Redevelopment Land Use Map

The "Redevelopment Land Use Map," attached hereto as Attachment No. 3 and incorporated herein by reference, illustrates the location of the Project Area boundaries, major streets within the Project Area, and the proposed land uses to be permitted in the Project for all land, public, semi-public and private.

B. [§402] Designated Land Uses

1. [§403] Commercial/Mixed Uses

The areas shown on the Redevelopment Land Use Map (Attachment No. 3) for commercial/mixed uses shall be used for the permitted residential, commercial, industrial and public uses set forth and described in the City General Plan.

2. [§404] Industrial Uses

The areas shown on the Redevelopment Land Use Map (Attachment No. 3) for industrial uses shall be used for the industrial uses set forth and described in the City General Plan.

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3. [§405] Public Uses

The areas shown on the Redevelopment Land Use Map (Attachment No. 3) for public uses shall be used for the permitted public uses, including, but not limited to, government facilities, park, open space and parking uses, set forth and described in the City General Plan.

C. [§406] Other Land Uses

1. [§407] Public Rights-of-Way

The public rights-of-way within the Project Area are shown on the Redevelopment Land Use Map.

Public streets, alleys, easements and railroad rights-of-way may be created in the Project Area as needed for proper development. Existing streets, alleys, and easements may be abandoned, closed, or modified as necessary for proper development of the Project.

2. [§408] Other Public, Semi-Public, Institutional, and Nonprofit Uses

In any area shown on the Redevelopment Land Use Map (Attachment No. 3), the Agency is authorized to permit the maintenance, establishment, or enlargement of public, semi-public, institutional, or nonprofit uses, including park and recreational facilities, libraries, educational, fraternal, employee, philanthropic, religious and charitable institutions, utilities, railroad rights-of-way, and facilities of other similar associations or organizations. All such uses shall, to the extent possible, conform to the provisions of this Plan applicable to the uses in the specific area involved and as permitted under the Land Use Element of the General Plan. The Agency may impose such other reasonable requirements and/or restrictions as may be necessary to protect the development and use of the Project Area.

3. [§409] Nonconforming Uses

The Agency may permit an existing use to remain in an existing building in good condition which use does not conform to the provisions of this Plan, provided that such use is generally compatible with existing and proposed developments and uses in the Project Area. The owner of such a property must be willing to enter into a participation agreement and agree to the imposition of such

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reasonable restrictions as may be necessary to protect the development and use of the Project Area.

The Agency may authorize additions, alterations, repairs, or other improvements in the Project Area for uses which do not conform to the provisions of this Plan where such improvements are within a portion of the Project where, in the determination of the Agency, such improvements would be compatible with surrounding Project uses and development.

D. [§410] General Controls and Limitations

All real property in the Project Area is made subject to the controls and requirements of this Plan. No real property shall be developed, rehabilitated, or otherwise changed after the date of the adoption of this Plan, except in conformance with the provisions of this Plan.

1. [§411] Construction

All construction in the Project Area shall comply with all applicable state and local laws and codes in effect from time to time, including, but not limited to, any specific or community plans. Therefore, all construction in the Project Area shall comply with both the controls and requirements of this Plan and applicable state and local laws and codes including, but not limited to, specific and community plans, and compliance with this Plan does not eliminate the need to comply with applicable planning and zoning requirements of the City. In addition to applicable codes, ordinances, or other requirements governing development in the Project Area, additional specific performance and development standards may be adopted by the Agency to control and direct redevelopment activities in the Project Area.

2. [§412] Rehabilitation and Retention of Properties

Any existing structure within the Project Area approved by the Agency for retention and rehabilitation shall be repaired, altered, reconstructed, or rehabilitated in such a manner that it will be safe and sound in all physical respects and be attractive in appearance and not detrimental to the surrounding uses.

3. [§413] Limitation on the Number of Buildings

The number of buildings in the Project Area shall not exceed the number of buildings permitted under the General Plan.

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4. [§414] Number of Dwelling Units

The number of dwelling units permitted in the Project Area shall not exceed the number of dwelling units permitted under the General Plan.

5. [§415] Limitation on Type, Size, and Height of Buildings

Except as set forth in other sections of this Plan, the type, size, and height of buildings shall be as limited by applicable federal, state, and local statutes, ordinances, and regulations.

6. [§416] Open Spaces, Landscaping, Light, Air, and Privacy

The approximate amount of open space to be provided in the Project Area is the total of all areas which will be in the public rights-of-way, the public ground, the space around buildings, and all other outdoor areas not permitted to be covered by buildings consistent with the City's General Plan. Landscaping shall be developed in the Project Area to ensure optimum use of living plant material.

Sufficient space shall be maintained between buildings in all areas to provide adequate light, air, and privacy consistent with the City's General Plan.

7. [§417] Signs

All signs shall conform to the City's General Plan, any City sign ordinances and other requirements as they now exist or are hereafter amended. Design of all proposed new signs shall be submitted to the Agency and/or the City prior to installation for review and approval pursuant to the procedures of this Plan.

8. [§418] Utilities

The Agency shall require that all utilities be placed underground whenever physically and economically feasible.

9. [§419] Incompatible Uses

No use or structure which by reason of appearance, traffic, smoke, glare, noise, odor, or similar factors, as determined by the Agency, would

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be incompatible with the surrounding areas or structures shall be permitted in any part of the Project Area.

10. [\$420] Nondiscrimination and Nonsegregation

There shall be no discrimination or segregation based upon race, color, creed, religion, sex, marital status, national origin, or ancestry permitted in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of property in the Project Area.

11. [\$421] Subdivision of Parcels

No parcel in the Project Area, including any parcel retained by a participant, shall be subdivided without the approval of the Agency.

12. [\$422] Minor Variations

Under exceptional circumstances, the Executive Director of the Agency is authorized to permit a variation from the limits, restrictions, and controls established by this Plan. In order to permit such variation, the Executive Director of the Agency must first find all of the following:

- a. The application of certain provisions of this Plan would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of this Plan;
- b. There are exceptional circumstances or conditions applicable to the property or to the intended development of the property which do not apply generally to other properties having the same standards, restrictions, and controls;
- c. Permitting a variation will not be materially detrimental to the public welfare or injurious to property or improvements in the area; and
- d. Permitting a variation will not be contrary to the objectives of this Plan or of the General Plan.

No variation shall be granted which changes a basic land use or which permits other than a minor departure from the provisions of this Plan. In

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permitting any such variation, the Executive Director of the Agency shall impose such conditions as are necessary to protect the public peace, health, safety, or welfare and to assure compliance with the purposes of this Plan. Any variation permitted by the Executive Director of the Agency hereunder shall not supersede any other approval required under applicable City codes and ordinances.

Within fifteen (15) calendar days after the publication of a notice pursuant to the applicable provisions of Section 12-401-C of the City's Zoning Ordinance, of the decision by the Executive Director of the Agency, the decision may be appealed to the Housing and Community Development Commission. Any appeal to a decision of the Executive Director of the Agency shall be pursuant to the procedures within the City's Municipal Code.

E. [§423] Design for Development

Within the limits, restrictions, and controls established in this Plan, the Agency is authorized to establish heights of buildings, land coverage, setback requirements, design criteria, traffic circulation, traffic access, and other development and design controls necessary for proper development of both private and public areas within the Project Area.

No new improvement shall be constructed, and no existing improvement shall be substantially modified, altered, repaired, or rehabilitated, except in accordance with this Plan and any such controls and, in the case of property which is the subject of a disposition and development or participation agreement with the Agency and any other property, in the discretion of the Agency, in accordance with architectural, landscape, and site plans submitted to and approved in writing by the Agency. One of the objectives of this Plan is to create an attractive and pleasant environment in the Project Area. Therefore, such plans shall give consideration to good design, open space, and other amenities to enhance the aesthetic quality of the Project Area. The Agency shall not approve any plans that do not comply with this Plan.

In addition, as specified in Section 411 of this Plan, new improvements shall comply with applicable state and local laws and codes including, but not limited to, specific and community plans.

F. [§424] Building Permits

No permit shall be issued for the construction of any new building or for any construction on an existing building in the Project Area from the date of adoption of this Plan until the application for such permit has been approved by the

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Agency as consistent with this Plan and processed in a manner consistent with all City requirements, including, but not limited to, specific and community plans.

The Agency is authorized to establish permit procedures and approvals in addition to those set forth above where required for the purposes of this Plan. Where such additional procedures and approvals are established, a building permit shall be issued only after the applicant for same has been granted all approvals required by the City and the Agency at the time of application.

V. [§500] METHODS OF FINANCING THE PROJECT

A. [§501] General Description of the Proposed Financing Method

The Agency is authorized to finance this Project with financial assistance from the City, the State of California, the federal government, tax increment funds, interest income, Agency bonds, donations, loans from private financial institutions, the lease or sale of Agency-owned property, or any other available source, public or private.

The Agency is also authorized to obtain advances, borrow funds, and create indebtedness in carrying out this Plan. The principal and interest on such advances, funds, and indebtedness may be paid from tax increments or any other funds available to the Agency. Advances and loans for survey and planning and for the operating capital for nominal administration of this Project may be provided by the City until adequate tax increment or other funds are available, or sufficiently assured, to repay the advances and loans and to permit borrowing adequate working capital from sources other than the City. The City, as it is able, may also supply additional assistance through City loans and grants for various public facilities.

The City or any other public agency may expend money to assist the Agency in carrying out this Project. As available, gas tax funds from the state and county may be used for street improvements and public transit facilities.

B. [§502] Tax Increment Funds

All taxes levied upon taxable property within the Project Area each year, by or for the benefit of the State of California, the County of Fresno, the City, any district, or any other public corporation (hereinafter sometimes called "taxing agencies"), after the effective date of the ordinance approving this Plan shall be

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divided as follows:

1. That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of said taxing agencies upon the total sum of the assessed value of the taxable property in the Project as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency, last equalized prior to the effective date of such ordinance, shall be allocated to and when collected shall be paid into the funds of the respective taxing agencies as taxes by or for said taxing agencies on all other property are paid (for the purpose of allocating taxes levied by or for any taxing agency or agencies which did not include the territory of the Project on the effective date of such ordinance but to which such territory is annexed or otherwise included after such effective date, the assessment roll of the County of Fresno, last equalized on the effective date of said ordinance, shall be used in determining the assessed valuation of the taxable property in the Project on said effective date).
2. Except as provided in subdivision 3, below, that portion of said levied taxes each year in excess of such amount shall be allocated to and when collected shall be paid into a special fund of the Agency to pay the principal of and interest on loans, moneys advanced to, or indebtedness (whether funded, refunded, assumed, or otherwise) incurred by the Agency to finance or refinance, in whole or in part, this Project. Unless and until the total assessed valuation of the taxable property in the Project exceeds the total assessed value of the taxable property in the Project as shown by the last equalized assessment roll referred to in subdivision 1 hereof, all of the taxes levied and collected upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies. When said loans, advances, and indebtedness, if any, and interest thereon, have been paid, all moneys thereafter received from taxes upon the taxable property in the Project shall be paid into the funds of the respective taxing agencies as taxes on all other property are paid.
3. That portion of the taxes in excess of the amount identified in subdivision 1, above, which are attributable to a tax rate levied

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by a taxing agency which was approved by the voters of the taxing agency on or after January 1, 1989, for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness for the acquisition or improvement of real property shall be allocated to, and when collected shall be paid into, the fund of that taxing agency.

The portion of taxes mentioned in subdivision 2, above, are hereby irrevocably pledged for the payment of the principal of and interest on the advance of moneys, or making of loans or the incurring of any indebtedness (whether funded, refunded, assumed, or otherwise) by the Agency to finance or refinance the Project, in whole or in part. The Agency is authorized to make such pledges as to specific advances, loans, and indebtedness as appropriate in carrying out the Project.

The amount of bonded indebtedness to be repaid in whole or in part from the allocation of taxes described in subdivision 2 above which can be outstanding at any one time shall not exceed THIRTY-TWO MILLION DOLLARS (\$32,000,000).

The Agency shall not establish or incur loans, advances, or indebtedness to finance in whole or in part the Project with tax increments beyond twenty (20) years from the date of adoption of this Plan. Loans, advances, or indebtedness may be repaid from tax increments over a period of time beyond said time limit. This time limit shall not prevent the Agency from incurring debt to be paid from the Low and Moderate Income Housing Fund or establishing more debt in order to fulfill the Agency's housing obligations under Section 33413 of the Community Redevelopment Law. Further, this time limit shall not prevent the Agency from refinancing, refunding, or restructuring indebtedness after the time limit if the indebtedness is not increased and the time during which the indebtedness is to be repaid is not extended beyond the time limit for repaying indebtedness set forth immediately below in this Section 502.

The Agency shall not receive, and shall not repay loans, advances, or other indebtedness to be paid with the proceeds of property taxes from the Project Area pursuant to Section 33670 of the Community Redevelopment Law and this Section 502 beyond forty-five (45) years from the date of adoption of this Plan.

C. {§503} Bonds, Loans and Grants

The Agency is authorized to issue bonds from time to time, if it deems appropriate to do so, in order to finance all or any part of the Project. Neither the

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members of the Agency nor any persons executing the bonds are liable personally on the bonds by reason of their issuance.

The bonds and other obligations of the Agency are not a debt of the City or the state, nor are any of its political subdivisions liable for them, nor in any event shall the bonds or obligations be payable out of any funds or properties other than those of the Agency, and such bonds and other obligations shall so state on their face. The bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Loans, grants, guarantees, or financial assistance from the United States, the State of California, or any other public or private source will be utilized if available.

VI. [§600] ACTIONS BY THE CITY

The City shall aid and cooperate with the Agency in carrying out this Plan and shall take all actions necessary to ensure the continued fulfillment of the purposes of this Plan and to prevent the recurrence or spread in the area of conditions causing blight. Actions by the City shall include, but not be limited to, the following:

- A. Institution and completion of proceedings for opening, closing, vacating, widening, or changing the grades of streets, alleys, and other public rights-of-way and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Area. Such action by the City shall include the requirement of abandonment, removal, and relocation by the public utility companies of their operations of public rights-of-way as appropriate to carry out this Plan provided that nothing in this Plan shall be construed to require the cost of such abandonment, removal, and relocation to be borne by others than those legally required to bear such cost.
- B. Provision of advances, loans, or grants to the Agency or the expenditure of funds for projects implementing this Plan as deemed appropriate by the City and to the extent funds are available therefor.
- C. Institution and completion of proceedings necessary for changes and improvements in private and publicly owned public utilities within or affecting the Project Area.

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- D. Revision of zoning (if necessary) within the Project Area to permit the land uses and development authorized by this Plan.
- E. Imposition wherever necessary (by conditional use permits or other means) of appropriate controls within the limits of this Plan upon parcels in the Project Area to ensure their proper development and use.
- F. Provision for administrative enforcement of this Plan by the City after development. The City and the Agency shall develop and provide for enforcement of a program for continued maintenance by owners of all real property, both public and private, within the Project Area throughout the duration of this Plan.
- G. Preservation of historical sites.
- H. Performance of the above actions and of all other functions and services relating to public peace, health, safety, and physical development normally rendered in accordance with a schedule which will permit the redevelopment of the Project Area to be commenced and carried to completion without unnecessary delays.
- I. The undertaking and completing of any other proceedings necessary to carry out the Project.

The foregoing actions to be taken by the City do not involve or constitute any commitment for financial outlays by the City unless specifically agreed to and authorized by the City.

VII. [§700] ENFORCEMENT

The administration and enforcement of this Plan, including the preparation and execution of any documents implementing this Plan, shall be performed by the Agency and/or the City.

The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by court litigation instituted by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, reentry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, any recorded provisions which are expressly for the benefit of owners of property in the Project Area may be enforced by such owners.

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VIII. [§800] DURATION OF THIS PLAN

Except for the nondiscrimination and nonsegregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan may be made effective, for thirty (30) years from the date of adoption of this Plan by the City Council; provided, however that subject to the limitations set forth in Section 502 of this Plan, the Agency may issue bonds and incur obligations pursuant to this Plan which extend beyond the termination date, and in such event, this Plan shall continue in effect to the extent necessary to permit the full repayment of such bonds or other obligations. After the termination of this Plan, the Agency shall have no authority to act pursuant to this Plan except to pay previously incurred indebtedness and to enforce existing covenants or contracts unless the Agency has not completed its housing obligations pursuant to Section 33413 of the Community Redevelopment Law, in which case the Agency shall retain its authority to implement requirements under Section 33413 of the Community Redevelopment Law, including its ability to incur and pay indebtedness for this purpose, and shall use this authority to complete such housing obligations as soon as is reasonably possible.

IX. [§900] PROCEDURE FOR AMENDMENT

This Plan may be amended by means of the procedure established in Section 33354.6 and/or 33450-33458 of the Community Redevelopment Law or by any other procedure hereafter established by law.

X. [§1000] MERGERS

Upon the effective date of the ordinance adopting this Plan, the Project Area is hereby merged with those project areas for which an ordinance has become effective providing for merger with this Project Area (the "Other Merger No. 1 Ordinances"). Such other project areas may include: the areas of the existing Chinatown Expanded Area Community Development Plan, Central Business District Urban Renewal Plan, Convention Center Redevelopment Plan, Jefferson Community Redevelopment Plan, Mariposa Urban Renewal Plan, West Fresno Project One Urban Renewal Plan, West Fresno Project Two Urban Renewal Plan and West Fresno Project Three Urban Renewal Plan. In addition, the area of the Redevelopment Plan for the South Van Ness Industrial Redevelopment Project may be one of the project areas merged if an ordinance adopting that redevelopment plan, including the merger of such area, becomes effective. Upon the effective date

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of the ordinance adopting this Plan and the Other Merger No. 1 Ordinances, the Project Area and the areas for which Merger No. 1 Ordinances become effective may hereinafter be known and referred to as the Merger No. 1 Project Area.

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EXHIBIT B

LEGAL DESCRIPTION OF THE PROJECT AREA

Beginning at the intersection of the easterly right-of-way line of North Roosevelt Avenue (formerly known as "West Avenue") as shown on the map of La Sierra Tract according to the map thereof recorded in Book 5 at Page 49, Record of Surveys, Fresno County Records and the Northerly right-of-way line of East Divisadero Street (Formerly known as "Nielsen Avenue") as shown on the Map of Central Addition recorded in Volume 1 at Page 30 of Plats, Fresno County Records, said point of intersection also being the southwest corner of Lot 18 in Block 1 of said Central Addition: thence easterly along said northerly right-of-way line of East Divisadero Street to the intersection with the northwesterly prolongation of the southwesterly right-of-way line of P Street, a said street is shown to the Town (now City) of Fresno, according to the map thereof recorded June 8, 1876; in Volume 1 of Plats at Page 2 Fresno County Records; thence southeasterly along said prolonged southwesterly right-of-way line to P Street to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to the intersection with the southwesterly right-of-way line of O Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of O Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence northeasterly along said southeasterly right-of-way line of Fresno Street and its prolongation to the intersection with the southwesterly right-of-way line of P Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of N Street to its intersection with the northwesterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tulare Street and its prolongation to the intersection with the southwesterly right-of-way line of M Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of M Street and its prolongation to the intersection with the southeasterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Tulare Street and its prolongation to a point which is 29.6 feet northeasterly of the northeast right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most westerly corner of Lot 32, Block 95 as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 29.6 feet northeasterly of said right-of-way line of Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most southerly corner of Lot 17, Block 92 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Tulare Street 29.6 feet to the intersection with the northeasterly right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; thence northwesterly along said northeasterly right-of-way line of

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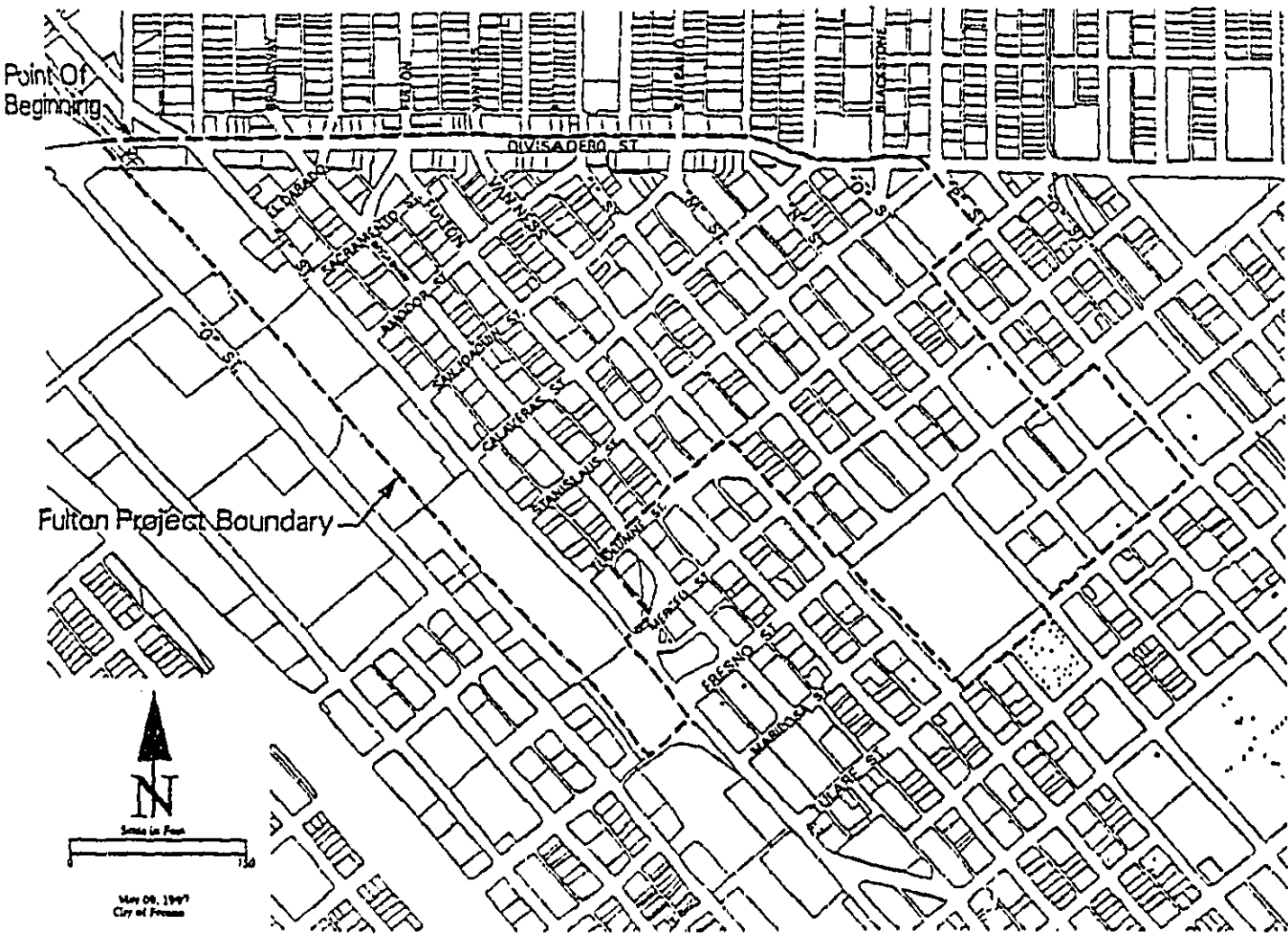
Fulton Redevelopment Area Plan
Legal Description
Page 2

Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to a point which is 150 feet northeasterly of the northeasterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 65 of said Town (now City) of Fresno; thence southeasterly parallel to and 150 feet northeasterly of the northeasterly right-of-way line of said H Street to the intersection with the prolongation of the northwesterly right-of-way line of Merced Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 64 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Merced Street and its prolongation to the intersection with the southwesterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of H Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Fresno Street to a point which is 250 feet northeasterly of the northeasterly right-of-way line of G Street, as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 250 feet northeasterly of the northeasterly right-of-way line of said G Street to the intersection with the northerly right-of-way of East Divisadero Street, as said street is delineated by deeds recorded in Book 3455 Page 470, and Book 3538 Page 435, Fresno County Records; thence easterly and northerly along said northerly right-of-way line of East Divisadero Street to the intersection with the southerly prolongation of the westerly right-of-way line of North Roosevelt Avenue (formerly know as "West Avenue") as shown on said map of La Sierra Tract; thence northeasterly to the point of beginning.

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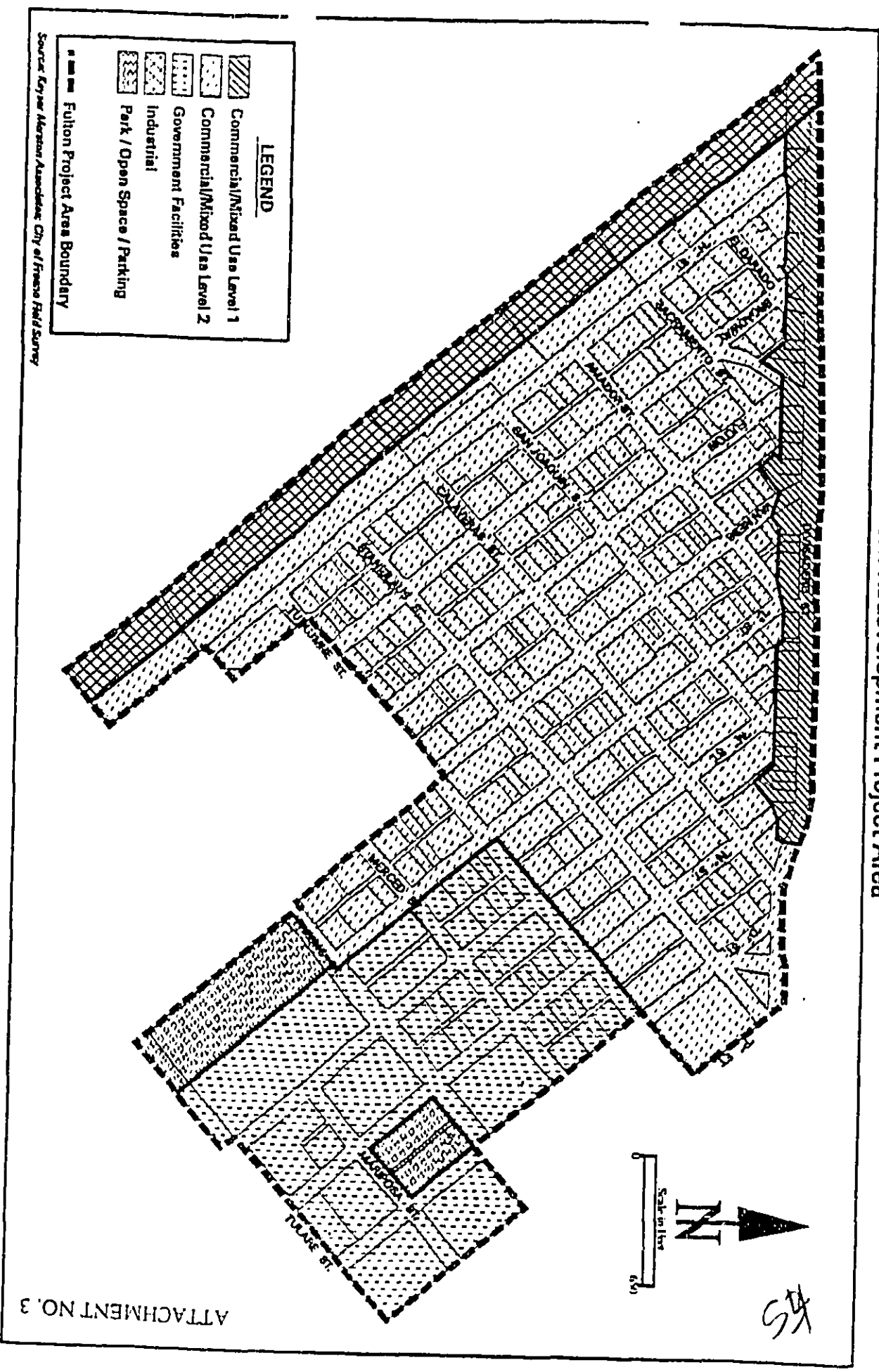
Fulton Redevelopment Project



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Land Use Plan

Fulton Redevelopment Project Area



ATTACHMENT NO. 4

FULTON REDEVELOPMENT PROJECT
PROPOSED PUBLIC IMPROVEMENTS

1. Street improvements, including but not limited to curbs, gutters, sidewalks, paving, landscaping and irrigation systems, turning lanes, median islands, parking spaces, and street widening and extensions associated with plan implementation.
2. Sewer improvements, including but not limited to sewer mains, service lines, manholes, and related temporary pavement and pavement restoration work as required with plan implementation.
3. Water improvements, including but not limited to water wells, fire hydrants, water and service lines, water mains, and bore and jack casings, wet ties, and related pavement restoration work as required with plan implementation.
4. Storm drain improvements, including but not limited to outfalls and inlets, manholes, pipes, bore pipes, and related temporary pavement and pavement restoration as required.
5. Traffic signal and safety lighting improvements associated with plan implementation.
6. Utility installation, relocation and /or undergrounding.
7. Implementation of Fresno Central Area Streetscape Master Plan, including but not limited to street tree planting in sidewalk areas and planting strips, 4 feet by 4 feet tree grates and guards, new sidewalk paving for a minimum width of 10 feet, bus shelters, pedestrian crosswalks, landscape medians, and landscape planting nodes and gateways on all major and local streets as designated, particularly the "Target Areas" and the "entry treatment" on Divisadero, Van Ness, Fulton, Calaveras, and Stanislaus Streets.
8. Public parking lots and structures improvements in proximity to the Cultural Arts District, Civic Center, Historic District, etc., as necessary to support implementation of Redevelopment Plan.
9. Building improvements, including but not limited to a general service and/or administration office building for the United States Government, the State of California, and the County of Fresno.
10. Railroad route and safety improvements, including but not limited to the railroad right-of-way and properties along the southwest frontage of "H" Street between Divisadero and Fresno Streets.

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July 1, 1998

TO: MAYOR JIM PATTERSON
FROM: REBECCA E. KLISCH, City Clerk
SUBJECT: TRANSMITTAL OF COUNCIL ACTION
FOR APPROVAL OR VETO

Council Adoption: _____
Mayor Approval: _____
Mayor Veto: _____
Override Request: _____
By: _____
Deputy

At the Council meeting of June 30, 1998, Council adopted the attached Ordinance No. 98-42, entitled Redev. Plan and merger of Fulton Redev. Project, by the following vote:

Ayes : Bredefeld, Briggs, Perea, Quintero, Ronquillo, Steitz, Mathys
Noes : None
Absent : None
Abstain : None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before 7/13/98. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED: ✓

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)

[Signature]
Jim Patterson, Mayor

Date: 7/6/98

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes
Noes :
Absent :
Abstain :

c: Jeff Reid, City Manager
Hilda C. Montoy, City Attorney

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CLERK'S CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF FRESNO)
CITY OF FRESNO)

On July 14th 1998, before me, Jocelyne Gueret, personally appeared Rebecca E. Klisch, City Clerk, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument(s) the person(s), or the entity upon behalf of the City of Fresno of which the person(s) acted, executed the instrument.

WITNESS my hand and official City Seal.

REBECCA E. KLISCH
CITY CLERK

BY: Jocelyne Guérin
DEPUTY

MIG 1 3 1998

**NOTICE OF ADOPTION OF REDEVELOPMENT PLAN FOR THE
FULTON REDEVELOPMENT PROJECT**

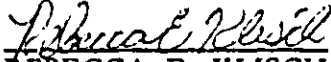
NOTICE IS HEREBY GIVEN that the City Council of the City of Fresno adopted Ordinance No. 98-42, on June 30, 1998, and signed by the Mayor on July 6, 1998, approving and adopting the Redevelopment Plan for the Fulton Redevelopment Project. The Ordinance will become effective thirty-one days after the Mayor's approval.

A legal description of the boundaries of the Project Area is attached hereto as Exhibit A and incorporated herein by reference.

Proceedings for the redevelopment of the Project Area have been instituted under the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

Filed for recordation with the County Recorder of Fresno County by order of the City Council of the City of Fresno, California.

Dated: July 15, 1998


REBECCA E. KLISCH
City Clerk, City of Fresno

Attachment: Exhibit A - Legal Description

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EXHIBIT A

Legal Description of the Fulton Redevelopment Project Area

Beginning at the intersection of the easterly right-of-way line of North Roosevelt Avenue (formerly known as "West Avenue") as shown on the map of La Sierra Tract according to the map thereof recorded in Book 5 at Page 49, Record of Surveys, Fresno County Records and the Northerly right-of-way line of East Divisadero Street (Formerly known as "Nielsen Avenue") as shown on the Map of Central Addition recorded in Volume 1 at Page 30 of Plats, Fresno County Records, said point of intersection also being the southwest corner of Lot 18 in Block 1 of said Central Addition; thence easterly along said northerly right-of-way line of East Divisadero Street to the intersection with the northwesterly prolongation of the southwesterly right-of-way line of P Street, a said street is shown to the Town (now City) of Fresno, according to the map thereof recorded June 8, 1876; in Volume 1 of Plats at Page 2 Fresno County Records; thence southeasterly along said prolonged southwesterly right-of-way line to P Street to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to the intersection with the southwesterly right-of-way line of O Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of O Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence northeasterly along said southeasterly right-of-way line of Fresno Street and its prolongation to the intersection with the southwesterly right-of-way line of P Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of N Street to its intersection with the northwesterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tulare Street and its prolongation to the intersection with the southwesterly right-of-way line of M Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of M Street and its prolongation to the intersection with the southeasterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Tulare Street and its prolongation to a point which is 29.6 feet northeasterly of the northeast right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most westerly corner of Lot 32, Block 95 as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 29.6 feet northeasterly of said right-of-way line of Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most southerly corner of Lot 17, Block 92 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Tulare Street 29.6 feet to the intersection with the northeasterly right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; thence northwesterly along said northeasterly right-of-way line of

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Fulton Redevelopment Area Plan
Legal Description
Page 2

Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to a point which is 150 feet northeasterly of the northeasterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 65 of said Town (now City) of Fresno; thence southeasterly parallel to and 150 feet northeasterly of the northeasterly right-of-way line of said H Street to the intersection with the prolongation of the northwesterly right-of-way line of Merced Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 64 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Merced Street and its prolongation to the intersection with the southwesterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of H Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Fresno Street to a point which is 250 feet northeasterly of the northeasterly right-of-way line of G Street, as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 250 feet northeasterly of the northeasterly right-of-way line of said G Street to the intersection with the northerly right-of-way of East Divisadero Street, as said street is delineated by deeds recorded in Book 3455 Page 470, and Book 3538 Page 435, Fresno County Records; thence easterly and northerly along said northerly right-of-way line of East Divisadero Street to the intersection with the southerly prolongation of the westerly right-of-way line of North Roosevelt Avenue (formerly know as "West Avenue") as shown on said map of La Sierra Tract; thence northeasterly to the point of beginning.

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AUG 13 1998

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EXHIBIT A

Legal Description of the Fulton Redevelopment Project Area

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Fulton Redevelopment Area Plan
Legal Description
Page 2

thence northwesterly along said northeasterly right-of-way line of Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to a point which is 150 feet northeasterly of the northeasterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 65 of said Town (now City) of Fresno; thence southeasterly parallel to and 150 northeasterly of the northeasterly right-of-way line of said H Street to the intersection with the prolongation of the northwesterly right-of-way line of Merced Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 64 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Merced Street and its prolongation to the intersection with the southwesterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of H Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Fresno Street to a point which is 250 feet northeasterly of the northeasterly right-of-way line of G Street, as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 250 feet northeasterly of the northeasterly right-of-way line of said G Street to the intersection with the northerly right-of-way of East Divisadero Street, as said street is delineated by deeds recorded in Book 3455 Page 470, and Book 3538 Page 435, Fresno County Records; thence easterly and northerly along said northerly right-of-way line of East Divisadero Street to the intersection with the southerly prolongation of the westerly right-of-way line of North Roosevelt Avenue (formerly know as "West Avenue") as shown on said map of La Sierra Tract; thence northeasterly to the point of beginning.

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AUG 13 1998

ATTACHMENT NO. 1

EXHIBIT B

LEGAL DESCRIPTION OF THE PROJECT AREA

Beginning at the intersection of the easterly right-of-way line of North Roosevelt Avenue (formerly known as "West Avenue") as shown on the map of La Sierra Tract according to the map thereof recorded in Book 5 at Page 49, Record of Surveys, Fresno County Records and the Northerly right-of-way line of East Divisadero Street (Formerly known as "Nielsen Avenue") as shown on the Map of Central Addition recorded in Volume 1 at Page 30 of Plats, Fresno County Records, said point of intersection also being the southwest corner of Lot 18 in Block 1 of said Central Addition; thence easterly along said northerly right-of-way line of East Divisadero Street to the intersection with the northwesterly prolongation of the southwesterly right-of-way line of P Street, a said street is shown to the Town (now City) of Fresno, according to the map thereof recorded June 8, 1876; in Volume 1 of Plats at Page 2 Fresno County Records; thence southeasterly along said prolonged southwesterly right-of-way line to P Street to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to the intersection with the southwesterly right-of-way line of O Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of O Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence northeasterly along said southeasterly right-of-way line of Fresno Street and its prolongation to the intersection with the southwesterly right-of-way line of P Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way of P Street to its intersection with the northwesterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tulare Street and its prolongation to the intersection with the southwesterly right-of-way line of M Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of M Street and its prolongation to the intersection with the southeasterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Tulare Street and its prolongation to a point which is 29.6 feet northeasterly of the northeast right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most westerly corner of Lot 32, Block 95 as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 29.6 feet northeasterly of said right-of-way line of Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most southerly corner of Lot 17, Block 92 of said Town (now

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Fulton Redevelopment Area Plan
Legal Description
Page 2

City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Fresno Street 29.6 feet to the intersection with the northeasterly right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; thence northwesterly along said northeasterly right-of-way line of Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to a point which is 150 feet northeasterly of the northeasterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 65 of said Town (now City) of Fresno; thence southeasterly parallel to and 150 northeasterly of the northeasterly right-of-way line of said H Street to the intersection with the prolongation of the northwesterly right-of-way line of Merced Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 64 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Merced Street and its prolongation to the intersection with the southwesterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of H Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Fresno Street to a point which is 250 feet northeasterly of the northeasterly right-of-way line of G Street, as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 250 feet northeasterly of the northeasterly right-of-way line of said G Street to the intersection with the northerly right-of-way of East Divisadero Street, as said street is delineated by deeds recorded in Book 3455 Page 470, and Book 3538 Page 435, Fresno County Records; thence easterly and northerly along said northerly right-of-way line of East Divisadero Street to the intersection with the southerly prolongation of the westerly right-of-way line of North Roosevelt Avenue (formerly know as "West Avenue") as shown on said map of La Sierra Tract; thence northeasterly to the point of beginning.

RYTANLASIERRA.LGL2

AUG 13 1998

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CLERK'S CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF FRESNO)
CITY OF FRESNO)

On AUGUST 11TH, 1998, before me, Jocelyne Gueret, personally appeared Rebecca E. Klisch, City Clerk, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument(s) the person(s), or the entity upon behalf of the City of Fresno of which the person(s) acted, executed the instrument.

WITNESS my hand and official City Seal.

REBECCA E. KLISCH
CITY CLERK

BY: Jocelyne Gueret
DEPUTY

AUG 13 1998

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2500

u
RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Redevelopment Agency of
the City of Fresno
2300 Tulare Street, Suite 200
Fresno, CA 93721
Attention: Executive Director

FRESNO County Recorder
Robert C. Werner

DOC- 2007-0219944

Wednesday, DEC 12, 2007 09:46:36

Ttl Pd \$0.00

Nbr-0002662362

APR/R1/1-6

(Space above this line for recorder's use.)

This Notice is recorded at the request of and for the Redevelopment Agency of the City of Fresno, and is exempt from the payment of a recording fee pursuant to Government Code Section 6103.

REDEVELOPMENT AGENCY OF THE
CITY OF FRESNO

By: Marlene Mung

Its: Executive Director

Dated: December 7, 2007

**REVISED
NOTICE UNDER HEALTH AND SAFETY CODE
SECTION 33373**

[Fulton Redevelopment Project]

NOTICE IS HEREBY GIVEN that the City Council of the City of Fresno adopted Ordinance No. 98-42 on June 30, 1998, approving and adopting the Redevelopment Plan for the Fulton Redevelopment Project (the "Project").

The legal description of the boundaries of the Project remains unchanged and is attached hereto as Exhibit A and incorporated herein by this reference. The Project Area boundary map is also unchanged and is attached as Exhibit B and incorporated herein by this reference.

Proceedings for the redevelopment of the Project Area have been instituted under the California Community Redevelopment Law.

The property that is the subject of this Statement is located within a Redevelopment Project.

Under the Redevelopment Plan, as amended (the "Fulton Redevelopment Plan") for the Fulton Redevelopment Project (the "Fulton Project Area"), the Fresno Redevelopment Agency (the "Agency") may, but is not obligated to, acquire real property (including any interest less than a fee interest and/or structures without acquiring the land upon which those structures are located) by eminent domain anywhere in the Fulton Project Area, subject to the exceptions and limitations described below and in the California Community Redevelopment Law (Health & Safety Code §§33000 and following) (the "CRL").

Without limiting the above, owner participation opportunities in the Fulton Project Area are subject to the Agency's eminent domain authority under the Fulton Redevelopment Plan or any other provision, statute or local code authorizing the Agency to acquire property. If the owner of a property subject to an owner participation agreement fails or refuses to rehabilitate, develop, use and maintain the property pursuant to the Fulton Redevelopment Plan and the agreement, the Agency may acquire the property or any interest therein and sell or lease the property for rehabilitation or development in accordance with the Fulton Redevelopment Plan.

The Agency may, but generally will not, acquire personal property by eminent domain.

The Agency may not commence an eminent domain action to acquire real property in the Fulton Project Area after August 6, 2010, which is 12 years from the effective date of Ordinance No. 98-42 which adopted the Fulton Redevelopment Plan, unless the time limit is extended by a future amendment to the Fulton Redevelopment Plan with all notice, hearings and findings required by the CRL.

Unless otherwise authorized by the CRL, the Agency will not acquire real property by eminent domain in any area of the Fulton Project Area on which an existing building is to be continued on its present site and in its present form and use without the consent of the owner, unless: (a) the building requires structural alteration, improvement, modernization or rehabilitation, or (b) the site or lot on which the building is situated requires modification in size, shape or use, or (c) it is necessary to impose on the property any of the standards, restrictions or controls of the Fulton Redevelopment Plan and the owner of the property has failed or refused to participate in the Fulton Redevelopment Plan by entering into an owner participation agreement with the Agency.

The Agency is not authorized to acquire real property owned by public bodies without the consent of such public bodies.

The Agency will use eminent domain to acquire property only in compliance with the limitations on the kinds of property that may be acquired, as described above. The Agency normally will use eminent domain only as a last resort and only where necessary for a redevelopment project to move forward, such as (but not limited to) where assembly of a large

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site necessary for construction of a redevelopment project is blocked because one or several property owners refuse to voluntarily sell at any price.

This Notice is recorded with the County Recorder of Fresno County by order of the City Council of the City Fresno, California, and pursuant to Health and Safety Code Section 33373.

Date: 12/7/07

City Clerk, City of Fresno :

By: Sherrie A. Badestocher
Deputy

LAA:cs;43302cs\laa

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LEGAL DESCRIPTION OF THE PROJECT AREA

Beginning at the intersection of the easterly right-of-way line of North Roosevelt Avenue (formerly known as "West Avenue") as shown on the map of La Sierra Tract according to the map thereof recorded in Book 5 at Page 49, Record of Surveys, Fresno County Records and the Northerly right-of-way line of East Divisadero Street (Formerly known as "Nielsen Avenue") as shown on the Map of Central Addition recorded in Volume 1 at Page 30 of Plats, Fresno County Records, said point of intersection also being the southwest corner of Lot 18 in Block 1 of said Central Addition: thence easterly along said northerly right-of-way line of East Divisadero Street to the intersection with the northwesterly prolongation of the southwesterly right-of-way line of P Street, as said street is shown to the Town (now City) of Fresno, according to the map thereof recorded June 8, 1876; in Volume 1 of Plats at Page 2 Fresno County Records; thence southeasterly along said prolonged southwesterly right-of-way line to P Street to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to the intersection with the southwesterly right-of-way line of O Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of O Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence northeasterly along said southeasterly right-of-way line of Fresno Street and its prolongation to the intersection with the southwesterly right-of-way line of P Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way of P Street to its intersection with the northwesterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tulare Street and its prolongation to the intersection with the southwesterly right-of-way line of M Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of M Street and its prolongation to the intersection with the southeasterly right-of-way line of Tulare Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Tulare Street and its prolongation to a point which is 29.6 feet northeasterly of the northeast right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most westerly corner of Lot 32, Block 95 as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 29.6 feet northeasterly of said right-of-way line of Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; said point also being 29.6 feet northeasterly of the most southerly corner of Lot 17, Block 92 of said Town (now

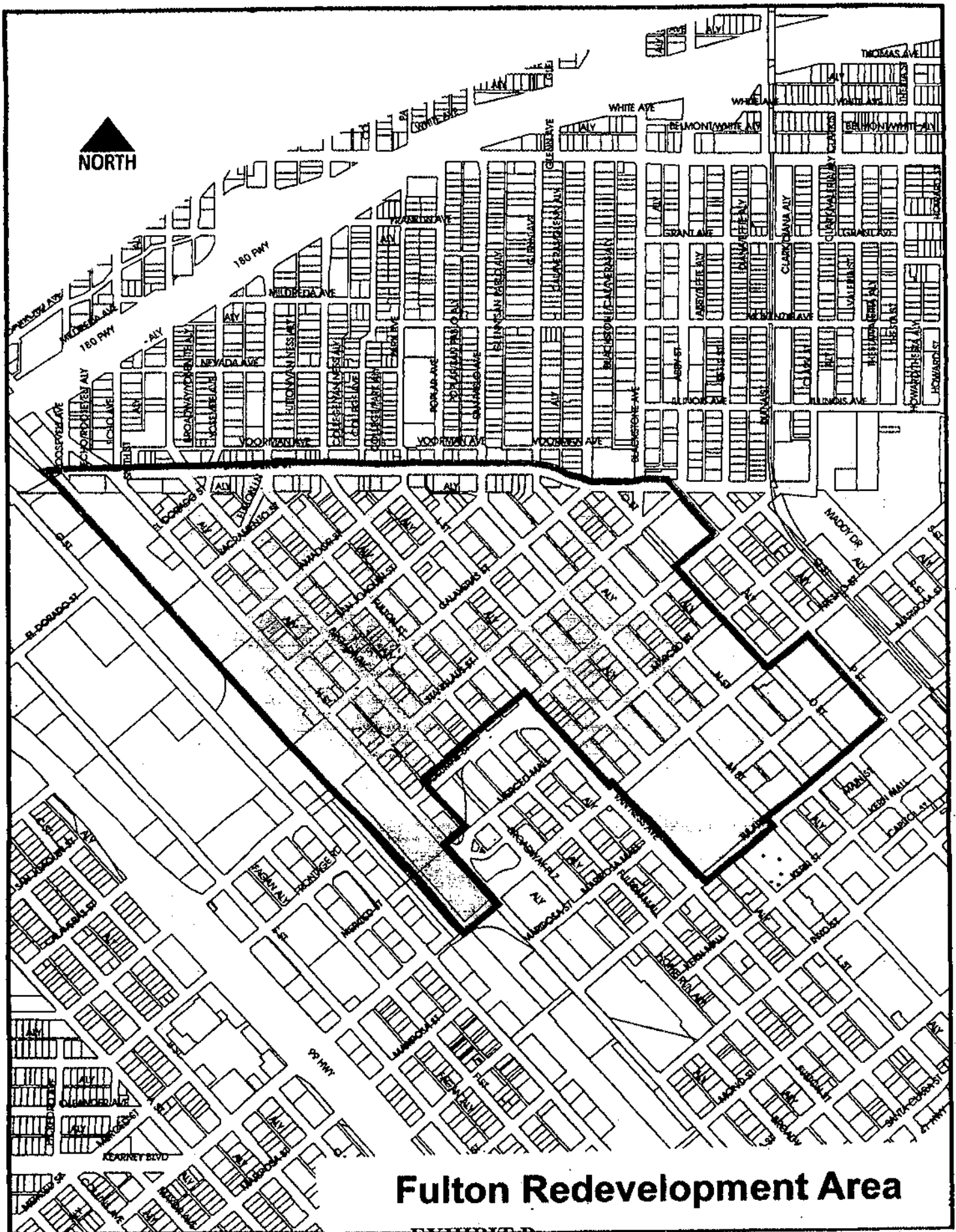
EXHIBIT A

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City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Fresno Street 29.6 feet to the intersection with the northeasterly right-of-way line of K Street (now Van Ness Avenue), as shown on said Town (now City) of Fresno map; thence northwesterly along said northeasterly right-of-way line of Van Ness Avenue and its prolongation to the intersection with the northwesterly right-of-way line of Tuolumne Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said northwesterly right-of-way line of Tuolumne Street and its prolongation to a point which is 150 feet northeasterly of the northeasterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 65 of said Town (now City) of Fresno; thence southeasterly parallel to and 150 feet northeasterly of the northeasterly right-of-way line of said H Street to the intersection with the prolongation of the northwesterly right-of-way line of Merced Street, as shown on said Town (now City) of Fresno map; said point also being the most easterly corner of Lot 17, Block 64 of said Town (now City) of Fresno; thence southwesterly along said northwesterly right-of-way line of Merced Street and its prolongation to the intersection with the southwesterly right-of-way line of H Street, as shown on said Town (now City) of Fresno map; thence southeasterly along said southwesterly right-of-way line of H Street and its prolongation to the intersection with the southeasterly right-of-way line of Fresno Street, as shown on said Town (now City) of Fresno map; thence southwesterly along said southeasterly right-of-way line of Fresno Street to a point which is 250 feet northeasterly of the northeasterly right-of-way line of G Street, as shown on said Town (now City) of Fresno map; thence northwesterly along a line parallel to and 250 feet northeasterly of the northeasterly right-of-way line of said G Street to the intersection with the northerly right-of-way of East Divisadero Street, as said street is delineated by deeds recorded in Book 3455 Page 470, and Book 3538 Page 435, Fresno County Records; thence easterly and northerly along said northerly right-of-way line of East Divisadero Street to the intersection with the southerly prolongation of the westerly right-of-way line of North Roosevelt Avenue (formerly know as "West Avenue") as shown on said map of La Sierra Tract; thence northeasterly to the point of beginning.

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Fulton Redevelopment Area

EXHIBIT B

EXHIBIT "C"

GRANT DEED

SALE/PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

2126-2140 Merced Street, Fresno, CA

APN: 466-152-01

EXHIBIT C

Recording Requested By:

County of Fresno

**When Recorded Mail Document and
Tax Statement To:**

County of Fresno

General Services Department

Attn: Corey Nelson

333 W. Pontiac Way

Clovis, CA 93612

APN: 466-152-01

Space Above This Line for Recorders Use Only

No recording fees per Government Code §27383

Grant Deed

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$0; EXEMPT Pursuant to R&T Code 11922

CITY TRANSFER TAX \$0

SURVEY MONUMENT FEE \$0

☐ computed on the consideration of full value of property conveyed, OR

☐ computed on the consideration of full value less value of liens and/or encumbrances remaining at time of sale,

☒ unincorporated area; ☐ City of **Fresno**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The Craig A Davis and Cynthia D. Davis, Trustees of the Craig and Cynthia Davis Family Trust dated April 23, 2015 ("Grantor")

hereby grants to the **County of Fresno, a political subdivision of the State of California ("Grantee")**, the real property in the City of Fresno, in the County of Fresno, State of California, described as follows:

Legal description attached as Exhibit "A" an incorporated by this reference.

SELLER:

Craig A Davis and Cynthia D. Davis, Trustees of the Craig and Cynthia Davis Family Trust dated April 23, 2015

Cynthia D. Davis, Trustee

Craig A. Davis, Trustee

Date