

<u>SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic</u>	FB	10	0053-1	450-154-01
	PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)
				450-154-09

The parties to this agreement (AGREEMENT) are, SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic hereinafter referred to as OWNER, and the State of California, acting by and through the State Public Works Board on behalf and with the consent of the High Speed Rail Authority (collectively, "STATE," or individually "PWB," and "Authority," respectively). The OWNER and STATE are hereinafter collectively referred to as the PARTIES.

RECITALS

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

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

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

- (E) Authority requires the Property described in Document No. FB-10-0053-1 for state high-speed train system purposes, a public use for which PWB has the authority to exercise the power of eminent domain under Government Code Sections 15853 and 15854. OWNER is compelled to sell, and STATE is compelled to acquire the Property.
- (F) Both OWNER and STATE recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property by eminent domain litigation. The compensation set forth herein for the Property is in compromise and settlement, in lieu of such litigation.
2. The STATE shall:
- (A) Pay the undersigned OWNER the sum of FIVE HUNDRED THIRTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$534,000.00) for the Property conveyed by Document No. FB-10-0053-1 and FORTY-SIX THOUSAND DOLLARS AND NO CENTS (\$46,000.00) for the Property conveyed by Assessor's Parcel No. 450-154-01T when title to the Property vests in the STATE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
- Item(s) 4, 5, 6, 7, 8 and 9 of Chicago Title Company Preliminary Title Report No. 11-44111004-C-CU, dated June 20, 2014.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the STATE, the premium charged therefor. These escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy and discharge any obligations which are liens upon the Property, including but not limited to those arising from bond demands, judgments, assessments, delinquent taxes, debts secured by deeds of trust or mortgages and/or to defray any other incidental costs other than those specified in Clause 2(B) above, to be borne by the STATE. Property taxes for the fiscal year in which this escrow closes, if unpaid, shall be paid by OWNER in escrow to and including the date of Close of Escrow. The payment shall be based on the most recent information applicable to the fiscal year and obtainable through the taxing agencies. STATE shall not be responsible for any tax refund.
- (D) Recognize its responsibility for consideration of relocation assistance pursuant to the Federal and State Relocation Assistance Acts, 42 U.S.C., Section 4601, et seq.; Government Code Section 7260, et seq., and Federal and State implementing regulations.
3. The OWNER shall:
- (A) On or before the date title vests in STATE, vacate and deliver the Property to STATE in as is condition without further notice and immediately thereafter deliver the keys thereto to the Right of Way Agent Julie Duchscherer, 1630 E. Shaw Avenue, Suite 163, Fresno, California 93710, and also pay all closing utility bills up to and including the date of vacation.
- (B) Execute all instruments and documents and undertake diligently all actions that may be required in order to consummate the purchase and sale of the Property and use their best efforts to accomplish the Close of Escrow in accordance with the provisions of this AGREEMENT. The contract execution date will be the date that the State Public Works Board signs the contract.

4. OWNER Represents and Warrants:

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

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

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

CONTRACT SIGNATURE SHEET

CONTRACT – SIGNATURE SHEET
(4/2013)

In WITNESS WHEREOF, the PARTIES have executed this AGREEMENT.

OWNER

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

By: Marlene Murphey
Marlene Murphey, Executive Director

Date: 3/4/16

STATE OF CALIFORNIA
State Public Works Board

By: _____
Sally Lukenbill
Deputy Director

Date: _____

Consent:

Director, High-Speed Rail Authority

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

Date: _____

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Recommended for Approval:

By: _____
Christopher A. Krier, SR/WA
Supervising Right of Way Consultant

Date: _____

Approved:

Director, Department of General Services

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

Date: _____

Recorded at the request of
California High-Speed Rail Authority

When Recorded Mail to:

Director of Real Property
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

COPY

Space above this line for Recorder's Use

This document is recorded for the benefit of the California High-Speed Rail Authority and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

FB	10	0053-1	450-154-09
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SUCCESSOR TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic ("GRANTOR") a corporation organized and existing under and by virtue of the State of California hereby grants to the STATE OF CALIFORNIA, all that Real Property in the City of Fresno, County of Fresno, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF.

FB	10	0053-1	450-154-09 450-154-01
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this __ day of _____, 20 __

GRANTOR(s)
 SUCCESSOR TO THE REDEVELOPMENT
 AGENCY OF THE CITY OF FRESNO, a public
 body corporate and politic

By _____ **COPY**
 Marlene Murphey,
 Executive Director

[CORPORATE SEAL]

ACKNOWLEDGMENT

A notary public or other office 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
 County of _____

On _____ before me, _____ **COPY**
 personally appeared _____
 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 _____ **COPY** (Seal)

LEGAL DESCRIPTION

EXHIBIT "A"

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

Parcel 1:

Lot 346 of Roeding Heights No. 4, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded, in Book 12 Pages 31 and 32 of Plats, Fresno County Records.

Together with the North 5 feet of that certain 10 foot strip of land Southerly of and adjacent to said property as abandoned by the City Council of the City of Fresno by Order of Abandonment recorded June 16, 1958 in Book 4079, Page 428 of Official Records, Document No. 38820, which would pass by operation of law.

450-154-01 (FB-10-0053)

Parcel 2:

Lots 367 to 373 inclusive, of Roeding Heights No. 4, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded, in Book 12 Pages 31 and 32 of Plats, Fresno County Records.

Together with that portion of the 10 foot planting strip adjoining said Lots on the North, as vacated by Resolution No. 5263, of the City Council of the City of Fresno by Order of Abandonment, recorded June 16, 1958 in Book 4079, Page 428 of Official Records, Document No. 38820, which would pass by operation of law.

450-154-09 (FB 10-0053)

APN: 450-154-09 (FB 10-0053), 450-154 01 (FB-10-0053)

CERTIFICATE OF ACCEPTANCE

Agency California High-Speed Rail Authority
Project High-Speed Rail
Agency Parcel FB-10-0053
Assessor's Parcel No. 450-154-01, 450-154-09
County of Fresno

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated _____, 2015 from SUCCESSOR TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic, to the STATE OF CALIFORNIA is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority delegated by said Board and duly adopted on November 6, 2012. The Grantee consents to the recordation thereof by its duly authorized officer.

Accepted:
STATE OF CALIFORNIA
State Public Works Board

By: _____
SALLY LUKENBILL
Deputy Director

Dated: _____

Consent:
CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By: _____
DONALD E. GREBE
Deputy Director of Real Property

Dated: _____

Approved:
DIRECTOR, DEPARTMENT OF GENERAL SERVICES

By: _____
MICHAEL BUTLER, Chief
Real Property Services Section

Dated: _____

Recorded at the request of
California High-Speed Rail Authority

When Recorded Mail to:

Director of Real Property
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814

Space above this line for Recorder's Use

This document is recorded for the benefit of the California High-Speed Rail Authority and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

FB	10	0053-1	450-154-09
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SUCCESSOR TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic ("GRANTOR") a corporation organized and existing under and by virtue of the State of California hereby grants to the STATE OF CALIFORNIA, all that Real Property in the City of Fresno, County of Fresno, State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF.

FB	10	0053-1	450-154-09
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(s)

IN WITNESS WHEREOF, said corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed hereto, this 4th day of March, 2016

GRANTOR(s)
 SUCCESSOR TO THE REDEVELOPMENT
 AGENCY OF THE CITY OF FRESNO, a public
 body corporate and politic

By Marlene Murphey
 Marlene Murphey,
 Executive Director

[CORPORATE SEAL]

ACKNOWLEDGMENT

A notary public or other office 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.

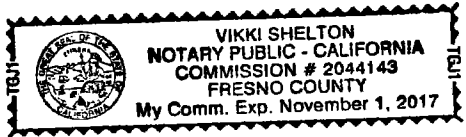
State of California
 County of Fresno

On 3-4-16 before me, VIKKI SHELTON, notary public
 personally appeared Marlene Murphey
 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 Vikki Shelton

(Seal)



LEGAL DESCRIPTION

EXHIBIT "A"

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

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Together with the North 5 feet of that certain 10 foot strip of land Southerly of and adjacent to said property as abandoned by the City Council of the City of Fresno by Order of Abandonment recorded June 16, 1958 in Book 4079, Page 428 of Official Records, Document No. 38820, which would pass by operation of law.

450-154-01 (FB-10-0053)

Parcel 2:

Lots 367 to 373 inclusive, of Roeding Heights No. 4, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded, in Book 12 Pages 31 and 32 of Plats, Fresno County Records.

Together with that portion of the 10 foot planting strip adjoining said Lots on the North, as vacated by Resolution No. 5263, of the City Council of the City of Fresno by Order of Abandonment, recorded June 16, 1958 in Book 4079, Page 428 of Official Records, Document No. 38820, which would pass by operation of law.

450-154-09 (FB 10-0053)

APN: 450-154-09 (FB 10-0053), 450-154-01 (FB-10-0053)

CERTIFICATE OF ACCEPTANCE

Agency	California High-Speed Rail Authority
Project	High-Speed Rail
Agency Parcel	FB-10-0053
Assessor's Parcel No.	450-154-01, 450-154-09
	County of Fresno

This is to certify that, pursuant to Sections 15853 and 27281 of the California Government Code, the interest in real property conveyed by the Grant Deed dated _____, 2015 from SUCCESSOR TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body corporate and politic, to the STATE OF CALIFORNIA is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority delegated by said Board and duly adopted on November 6, 2012. The Grantee consents to the recordation thereof by its duly authorized officer.

Accepted:

STATE OF CALIFORNIA
State Public Works Board

By: _____
SALLY LUKENBILL
Deputy Director

Dated: _____

Consent:

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

By: _____
DONALD E. GREBE
Deputy Director of Real Property

Dated: _____

Approved:

DIRECTOR, DEPARTMENT OF GENERAL SERVICES

By: _____
MICHAEL BUTLER, Chief
Real Property Services Section

Dated: _____

CERTIFICATION CONCERNING LEGAL RESIDENCY IN THE UNITED STATES

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to the California High-Speed Rail Authority Records Staff at iparecords@hsr.ca.gov

FB	10	0053	450-154-09T
PROJECT SECTION	COUNTY CODE	PARCEL #	APN(S)

[Please read instructions below before completing this form.]

RESIDENTIAL DISPLACED

- a. Individual. I certify that I am (check one): _____ a citizen of the United States _____ an alien lawfully present in the United States.
- b. Family. I certify that there are _____ persons in my household and that _____ are citizens of the United States, and that _____ are aliens lawfully present in the United States.

NON-RESIDENTIAL DISPLACED

- c. Sole Proprietorship. I certify that I am (check one):
 _____ A citizen of the United States _____; An alien lawfully present in the United States _____; A non-U.S. citizen not present in the United States.
 The sole proprietor of _____ (name of business) is (check one): _____ a citizen of the United States _____; an alien lawfully present in the United States _____; a non-U.S. citizen not present in the United States.
- d. Partnership. I certify there are _____ partners in the partnership and that _____ are citizens of the United States, _____ are aliens lawfully present in the United States, and _____ are non-U.S. citizens not present in the United States.
- e. Corporation. I certify that Successor Agency To The Redevelopment Agency of The City of Fresno (name of corporation) is established pursuant to State law and is authorized to conduct business in the United States.

I certify under penalty of perjury that the information provided above is correct.

Certification by: Heather Mealy Date: 3/4/16
 On behalf of (if applicable): _____

Instructions:

1. Please address only the category (individual, family, corporation, etc.) that describes your occupancy status.
2. For items "b" and "d" above, please fill in the correct number of persons.
3. The certification for a non-residential displacee may be signed by an owner or other person authorized to sign on that person's behalf.
4. Your signature on this (or the claim) form constitutes certification.
5. If the residency status of any person in the household or partner in the partnership is not described in these paragraphs, a reduction in the relocation payment(s) for which the displaced entity would otherwise be eligible may be indicated.
6. You may be required to refund relocation payments you have received if the above certification is determined to be invalid.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
 STD. 204 (Rev. 6-2003)

1	<p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.</p>								
2	<p>PAYEE'S LEGAL BUSINESS NAME (Type or Print) SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td>E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS 2344 TULARE STREET, SUITE 200</td> <td>BUSINESS ADDRESS 2344 TULARE STREET, SUITE 200</td> </tr> <tr> <td>CITY, STATE, ZIP CODE FRESNO, CA 93721</td> <td>CITY, STATE, ZIP CODE FRESNO, CA 93721</td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS 2344 TULARE STREET, SUITE 200	BUSINESS ADDRESS 2344 TULARE STREET, SUITE 200	CITY, STATE, ZIP CODE FRESNO, CA 93721	CITY, STATE, ZIP CODE FRESNO, CA 93721
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CITY, STATE, ZIP CODE FRESNO, CA 93721	CITY, STATE, ZIP CODE FRESNO, CA 93721								
3	<p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 77-0455468</p> <p> <input type="checkbox"/> PARTNERSHIP CORPORATION: <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> LEGAL (e.g., attorney services) ENTER SOCIAL SECURITY NUMBER: - - <input type="checkbox"/> EXEMPT (nonprofit) (SSN required by authority of California Revenue and Tax Code Section 18646) <input checked="" type="checkbox"/> ALL OTHERS </p>	<p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p>							
4	<p>PAYEE RESIDENCY STATUS</p> <p><input checked="" type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </p>								
5	<p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Marlene Murphey</td> <td>TITLE Executive Director</td> </tr> <tr> <td>SIGNATURE </td> <td>DATE 3/4/16</td> </tr> <tr> <td colspan="2">TELEPHONE (559) 621-7620</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Marlene Murphey	TITLE Executive Director	SIGNATURE 	DATE 3/4/16	TELEPHONE (559) 621-7620	
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Marlene Murphey	TITLE Executive Director								
SIGNATURE 	DATE 3/4/16								
TELEPHONE (559) 621-7620									
6	<p>Please return completed form to:</p> <p>Department/Office: California High Speed Rail Authority</p> <p>Unit/Section: c/o Universal Field Services, Inc.</p> <p>Mailing Address: 1630 E. Shaw Avenue, Suite 163</p> <p>City/State/Zip: Fresno, CA 93710</p> <p>Telephone: (559) 453-2901 Fax: (559) 453-2962</p> <p>E-mail Address: _____</p>								

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0" data-bbox="224 1360 1409 1415"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
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For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								



Chicago Title Company

7330 N. Palm Avenue, Suite 101, Fresno, CA 93711
559 451-3700 • FAX : 559 431 8940

Escrow No. 11-42204815-AK

Property Address: APN 450-154-01, 450-154-09

AN ESCROW HAS BEEN OPENED BY STATE OF CALIFORNIA. IN ORDER TO EXPEDITE YOUR TRANSACTION, WE NEED INFORMATION ABOUT YOU AND YOUR PROPERTY. PLEASE COMPLETE, SIGN, AND RETURN THIS FORM AND THE ENCLOSED STATEMENT OF INFORMATION TO OUR ESCROW OFFICE AS SOON AS POSSIBLE. IF ANY OF THE FOLLOWING IS NOT APPLICABLE, PLEASE INDICATE BY WRITING "NONE" OR "N/A." THANK YOU.

TO: CHICAGO TITLE COMPANY

Seller/Borrower Name: SUCCESSOR TO THE REDEVELOPMENT AGENCY
Seller/Borrower Name: OF THE CITY OF FRESNO Social Security # _____
Security # _____

I/We are selling this property as my/our Primary Residence for Tax Purposes: Yes [] No []
My/Our Marital Status has changed since I/we acquired Title to the Property: Yes [] N/A []

The following items affect said property:

1ST LOAN

Name of Lender: _____
Address: _____
Telephone: _____
Loan No.: _____ Approximate Unpaid Balance \$ _____
Type of Loan FHA [] VA [] Cal Vet [] Conventional []
Other [] Payoff [] Subordinate []

2ND LOAN

Name of Lender: _____
Address: _____
Telephone: _____
Loan No.: _____ Approximate Unpaid Balance \$ _____
Type of Loan FHA [] VA [] Cal Vet [] Conventional []
Other [] Payoff [] Subordinate []

3RD LOAN

Name of Lender: _____
Address: _____
Telephone: _____
Loan No.: _____ Approximate Unpaid Balance \$ _____
Type of Loan FHA [] VA [] Cal Vet [] Conventional []
Other [] Payoff [] Subordinate []

HOMEOWNERS ASSOCIATION

My property is affected by a "Community Association" Yes [] No []
Name of Association: _____
If account not handled by a management or service company, give name of person handling collection of fees or dues:
Association Dues Payable to: _____
Address: _____

FIRE INSURANCE

Company: Self insured
Policy No.: _____ Premium Amount: \$ _____
Agent Name: _____
Address: _____
City, State, Zip: _____
Phone No.: _____

As may be specifically and properly required to complete my transaction described in escrow instructions, you are hereby authorized and instructed to obtain and comply with transfer instructions and pay-off "demands" from the lenders or parties named above and to make payment(s) in full from funds accruing to my account at close of escrow including but not limited to, forwarding/service/transfer fees/payments/reconveyance fees, interest or prepayment charges as demanded by such instructions without my further approval.

Date: 3/4/16

Marleene M. [Signature]

Home Phone # () _____ - _____
Work Phone # () _____ - _____
Cellular Phone # () _____ - _____
Fax # () _____ - _____
Email: _____

Forwarding Address:

**STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION**

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

ESCROW NO.: 11-42204815-AK LOCATE NO. CACT1710-7754 TITLE NO.: 11-4411004-E-CU
4422-004411004-E-CU

NAME AND PERSONAL INFORMATION

Successor to the Redevelopment Agency of the City of Fresno
 First Name _____ Middle Name _____ Last Name _____ Maiden Name _____
(If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. N/A Driver's License No. _____

List any other name you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently married? _____ If yes, complete the following information:

Date and place of marriage _____

Spouse: _____ Date of Birth _____
First Name Middle Name Last Name Maiden Name (If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. N/A Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently a registered domestic partner? _____ If yes, complete the following information:

Domestic Partner: _____ Date of Birth _____
First Name Middle Name Last Name Maiden Name (If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. N/A Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

CHILDREN

Child Name: N/A Date of Birth: _____ Child Name: _____ Date of Birth: _____

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

(If more space is required, use reverse side of form)

RESIDENCES (LAST 10 YEARS)

N/A _____ City _____ From (date) to (date) _____

Number & Street _____ City _____ From (date) to (date) _____

(If more space is required, use reverse side of form)

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

N/A _____ Address _____ From (date) to (date) _____

Firm or Business name _____ Address _____ From (date) to (date) _____

(If more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name _____ Address _____ From (date) to (date) _____
 Firm or Business name _____ Address _____ From (date) to (date) _____
 (If more space is required, use reverse side of form)

N/A

PRIOR MARRIAGE(S)

Any prior marriages for either spouse? _____ If yes, complete the following:
 Prior spouse's (Party A) name: _____ Prior Spouse of Party A: _____
 Marriage terminated by: Death *N/A* Divorce _____ Date of termination _____
 Prior spouse's (Party B) name: *N/A* Prior Spouse of Party B: _____ Spouse _____
 Marriage terminated by: Death _____ Divorce _____ Date of termination _____
 (If more space is required, use reverse side of form)

PRIOR DOMESTIC PARTNERSHIP(S)

Any prior domestic partnerships for either person? _____ If yes, complete the following:
 Prior partner's name: _____ Prior Partner: _____
 Partnership terminated by: Death *N/A* Dissolution _____ Nullification _____ Termination _____ Date of termination _____
 Prior partner's name: *N/A* Prior Partner: _____
 Partnership terminated by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of termination _____
 (If more space is required, use reverse side of form)

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: Yes _____ No X

Owner to complete the following items

Street Address of Property in this transaction: APN # 450-154-01, 450-154-09
 The land is unimproved _____; or improved with a structure of the following type: A Single or 1-4 Family _____ Condo Unit _____ Other X
 Improvements, remodeling or repairs to this property have been made within the past six months: Yes _____ No X
 If yes, have all costs for labor and materials arising in connection therewith been paid in full? Yes _____ No _____
 Any current loans on property? _____ If yes, complete the following:
 Lender _____ Loan Amount _____ Loan Account # _____
 Lender _____ Loan Amount _____ Loan Account # _____

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Executed on _____, _____ at _____

Signature _____ Signature Marlene Murphy

(Note: If applicable, both spouses/domestic partners must sign.)

THANK YOU.