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PURCHASE SALE AND SETTLEMENT AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS

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THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a public body, corporate and politic (Seller or Successor Agency), and KEARNEY PALMS, LLC (Buyer), enter into this Real Property Purchase, Sale and Settlement Agreement and Joint Escrow Instructions (the Agreement), effective as of the date the Buyer has executed it and both the Successor Agency and Oversight Board have approved it.

RECITALS

- A. The Seller owns certain real property within the Project Area, and the City of Fresno commonly known as 1153 Fresno Street (APN 467-310-12T), Fresno, California, and more particularly described in Exhibit A, attached, (the Property).
- B. Buyer and Seller entered into Covenants for Public Parking, Lease, Operation, and Maintenance for Public Parking Reciprocal Easements and Option to Purchase dated April 27, 1999, (Parking Covenant) and a Disposition and Development Agreement (DDA) dated April 27, 1999, which, among other things, dictates the obligations of the parties regarding the lease, maintenance, and sale of the Property.
- C. Buyer has approximately twenty-six years remaining on a forty-five year lease of the Property pursuant to the Parking Covenant, with a lease termination date in 2044.
- D. The Parking Covenant provides Buyer with an option to purchase the Property, for the duration of the lease, which is non-assignable except under limited circumstances.
- E. The Parking Covenant requires the Seller to bear the cost to remove and replace the Parking Lot's asphalt in the event the Parking Lot's surfacing is damaged or excessively worn.
- F. The DDA contains an excess rents over base (Excess Rent) provision wherein the Buyer is required to pay the Seller 60% of all rents that exceed the rental base for Parcel C (the chain grocery). Pursuant to the terms of the DDA, Buyer's Excess Rent requirement terminates upon Buyer's exercise of the option to purchase the Property from Seller.
- G. The former Redevelopment Agency was responsible for implementing the redevelopment plan (the Plan) governing the land area identified as the Southwest Fresno GNRA Redevelopment Plan Area (the Project Area), in accordance with the California Community Redevelopment Law (Health and Safety Code Sections 33000, *et. seq.*; hereafter the CRL). The Plan and the CRL authorize the Agency to purchase property for redevelopment purposes.

- H. On January 26, 2012, the City Council adopted Resolution No. 2012-12 electing to serve as the Successor Agency to the Redevelopment Agency of the City of Fresno (Successor Agency). Pursuant to Health & Safety Code Section 34181(a) the Oversight Board (Oversight Board) shall direct the Successor Agency to dispose of certain Property purchased by the former redevelopment agency with tax increment funds expeditiously and in a manner aimed at maximizing value.
- I. The Buyer has agreed to purchase the Property as-is, and pursuant to the terms and conditions set forth in this Agreement, the Parking Covenant, DDA, and the covenants in the grant deed.
- J. The Buyer shall execute this Agreement when submitting an offer to purchase. The Agreement shall become a contract for sale, purchase and settlement of the Property binding on the Buyer following the Successor Agency and Oversight Board approval.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

#### AGREEMENT

1. Purchase and Sale. Seller will sell the Property to Buyer, and Buyer will purchase the Property from Seller on the terms and conditions set forth in this Agreement. Sale of this Property is subject to compliance with Community Redevelopment Law of the State (California Health and Safety code Sections 33000 *et seq*),
2. Conditions Precedent. Closing shall be conditioned upon performance of all of obligations in this Agreement.
3. Purchase Price. The purchase price for the Property is ONE MILLION TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED FIFTEEN DOLLARS (\$1,270,915.00) (Purchase Price). The Purchase Price, subject to adjustments provided in this Agreement (if any), will be paid by Buyer in cash or by wire transfer of immediately available funds at the Closing.
4. Covenants. Buyer agrees to the covenants set forth in the grant deed attached hereto as Exhibit B. If any covenant contained therein is found legally invalid or unenforceable, this Agreement shall be voidable.
5. Seller's Warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, leases, encroachments on the Property from adjacent Property, encroachments from the Property onto adjacent Property, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property; (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with any code, statute, regulation, ordinance, judicial order, judicial holding, or other applicable law concerning the Property; (d) Seller has no knowledge of any material defects in

the Property.

The continued accuracy in all respects of Seller's representations and warranties shall be a condition precedent to Buyer's obligation to close. All representations and warranties contained in this Agreement shall be deemed remade as of the date of Closing and shall survive the Closing. If any of the representations and warranties are not correct at the time made or as of the Closing, Buyer may terminate this Agreement and there shall be no further liability on the part of Buyer to Seller.

6. **Buyer's Payment of Rental Proceeds Owed to Seller.** Pursuant to Section 12.3 of the DDA, Buyer is obligated to pay excess rents (Excess Rent) over base to Seller. The Parties stipulate and agree the Excess Rent amount currently owed to Seller is SIX HUNDRED FORTY TWO THOUSAND DOLLARS (\$642,000.00) through June of 2018. Buyer shall pay Excess Rent in the amount of \$642,000.00 in full, at the Close of Escrow. Buyer's Excess Rent obligations to Successor Agency shall terminate upon Buyer's payment of \$642,000.00 and the Close of Escrow on or before September 30, 2018. In the event the Close of Escrow does not occur on or before September 30, 2018, the Parties agree the Excess Rent due from July 1, 2018, through the Close of Escrow shall be due, and paid at the Close of Escrow, according to Section 12.3 of the DDA, as a condition of this Agreement. Payment of Excess Rent shall not be included in the Purchase Price of the Property, but shall be a condition precedent to the Close of Escrow. .
7. **Termination and Release of DDA.** After completion of Buyer's obligation for payment of Excess Rent as provided in Section 6, the Parties agree the remaining obligations of the DDA have terminated, save and except the nondiscrimination covenants, which shall be included in the Grant Deed and run with the land in perpetuity. Upon Close of Escrow, the Successor Agency agrees to record a Termination and Release of DDA in a form substantially similar to Exhibit "C".
8. **Termination and Release of Parking Covenant.** The Parking Covenant provides Buyer with an option to purchase the Property and requires Monthly Parking Fee payments for the duration of Buyer's Lease. Seller has maintenance obligations under the Parking Covenant to remove and replace the parking lot's asphalt in the event the surfacing is damaged or excessively worn. Upon Close of Escrow, the Parties agree the duties and obligations of the Parking Covenant including, but not limited those mentioned within this Section will have been exercised or terminated, save and except the following:
  - 8.1 Buyer's obligation under Section 8.12 of the Parking Agreement to continue use of the Property as a public parking lot. The Parties agree the Buyer's obligation to continue use of the Property as a public parking lot shall run with the land survive termination and release of the Parking Covenant, and be included in the Grant Deed.
  - 8.2 Seller's Right to Reserve Easements in Section 8.15 of the Parking

Covenant. The Parties agree Seller may, and does, reserve the right to reciprocal easements for ingress and egress at the police substation. The Seller additionally reserves the right for necessary public utility easements or any other necessary public easement. The Parties agree Buyer may relocate any easement if: (a) the relocation gives substantially similar access, (b) the relocation, including relocation of utilities, is at the sole expense of the Buyer or persons other than the Seller, and (c) the relocation occurs only with the Seller's written consent, which consent must not be unreasonably withheld.

9. Opening Escrow/Escrow Deposit. Within five business days after the execution of this Agreement by both parties, the parties will open an escrow (Escrow) with Old Republic Title, 7451 N. Remington Ave. Suite 102, Fresno, CA 93711 (Title Company), Attention: Chris Brazil.
  - 9.1 Agreement as Joint Escrow Instructions. This Agreement, when signed by Buyer and Seller and deposited into escrow with the Title Company, will be the parties' joint escrow instructions. Buyer and Seller will sign and deliver any other form instructions the Title Company may require that are consistent with this Agreement.
  - 9.2 Deposits into Escrow. Buyer and Seller will deposit all instruments, documents, money, and other items into escrow with the Title Company that (i) this Agreement identifies or (ii) the Title Company may require that are consistent with the terms and purposes of this Agreement, and necessary to Closing. Within sixty days after the Agreement is executed, Buyer will deposit the balance of the Purchase Price and Seller will deposit, or will conditionally deliver to Buyer, a recordable grant deed duly executed and acknowledged before a notary public, and accompanied by documentation reasonably necessary to establish the authority of any signatory executing such deed on behalf of Seller.
  - 9.3 Title. Seller will convey title of the Property to Buyer AS IS, without regard to all title defects, liens, encumbrances, conditions, covenants, restrictions, leases or agreements, and other adverse interests of record or known to Seller.
  - 9.4 Title and Closing Costs. Buyer will pay any costs of clearing and conveying title. Buyer will pay the cost of a CLTA or ALTA owner's title policy insuring Buyer's title in the condition described in Section 5.3. Escrow fees, costs to record the grant deed, etc., shall be split equally between Buyer and Seller.
  - 9.5 Closing. The escrow will be considered closed (Closing or Close or the Closing Date) on the date that the Title Company records the grant deed. The escrow will be in condition to Close when all conditions to Close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the grant deed. Unless extended by the mutual consent of the parties, the

escrow and this Agreement shall terminate if Closing does not occur within ninety days following final execution of this Agreement (including attestation by the Clerk) (the Outside Closing Date). Seller's Executive Director is authorized to agree to administratively extend this Agreement as necessary to accommodate satisfaction of conditions precedent. Upon termination of the escrow, the Title Company will return all funds and documents to the respective depositor, including deposit if Seller defaults under section 14.16, and this Agreement will be of no further effect except as herein provided. If Buyer defaults under section 14.17 deposit is nonrefundable, and this Agreement will be of no further effect except as herein provided.

- 9.6 Recordation. At Closing, Title Company shall date the grant deed, and all other undated documents in escrow, with the date of Closing, and the Title Company shall record the grant deed, performance deed of trust, the Agreement, the Termination and Release of the DDA, the Termination and Release of the Parking Covenant and all other documents necessary to the Closing.
- 9.7 Disbursements. At Closing, Title Company shall disburse the Purchase Price, less Seller's costs to clear title (placing it in the condition set forth in Section 9.3), prorations, and other costs, if any, to Seller, when Title Company is committed to issue a standard CLTA or ALTA owner's title insurance policy to Buyer insuring its fee title in the condition set forth in Section 9.3, above, for the Purchase Price or such lesser amount as Buyer may designate.
- 9.8 Risk of loss. Any loss or damage, to the Property or any improvements on it, before Closing is at Seller's risk.
- 9.9 Broker. Neither party engaged a broker for this transaction.
10. Delivery of Possession. Seller shall deliver exclusive possession of the Property at Closing.
11. Buyer's Acceptance of the Property "As Is". The Property is being sold in an "As is" condition which is accepted by the Buyer
12. Release. Following Buyer's payment of Excess Rents, close of escrow for sale of the Property, and recording of both the Termination and Release of the DDA and Termination and Release of the Parking Covenant, the Parties hereby release each other, their employees, elected officials, agents, successors and assignees from liability regarding any and all actions, causes of actions, claims, debts, demands, damages, costs, interests, expenses, liens, obligations, or any other legal or judicial theory that may give rise to a claim for compensation, attorney's fees or debts whatsoever, in law or in equity, arising of the sale of the Property, the Parking Covenant, and the DDA. Nothing contained in this paragraph or elsewhere in this Agreement shall be deemed to release or relieve any party of its remaining obligations under this Agreement or the Grant Deed.
13. Waiver of Civil Code §1542. With respect to the claims released in Paragraph 11

of this Agreement, the Parties hereby expressly waive the provisions of Section 1542 of the Civil Code of the State of California which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by his or her, must have materially affected his or her settlement with the debtor.

The Parties acknowledge that the effect and import of Section 1542 has been explained to them by counsel. The Parties further acknowledge and agree that these waivers of rights under Section 1542 of the Civil Code have been separately bargained for and are essential and material terms of this Agreement and, without such waivers, the Parties would not have entered into this Agreement.

14. Miscellaneous Provisions.

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

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

To Seller:

SUCCESSOR AGENCY TO THE REDEVELOPMENT  
AGENCY OF THE CITY OF FRESNO, a public body  
corporate and politic  
Attention: Executive Director  
848 M Street, 3rd floor  
Fresno, CA 93721  
Phone No.: 559.621.7600  
Fax No.: 559.498.1870

To Buyer:

KEARNEY PALMS, LLC  
Attention: Thomas W. Beggs, Managing Member  
204 W. Ridgepoint Drive  
Fresno, CA 93711  
Phone No.: 559.225.5600

- 14.3 Entire Agreement. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement. This Agreement is the entire agreement between the parties regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understanding, written or oral.
- 14.4 Amendment or Cancellation. Buyer and Seller may amend or cancel this Agreement only by mutual written consent of the parties, unless otherwise expressly provided herein.
- 14.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this Agreement and its rights hereunder without the consent of Seller, subject to the duties and obligations of any successor in interest, as defined herein, to the Buyer as set forth herein.
- 14.6 Time of the Essence. Time is of the essence of each term in this Agreement.
- 14.7 Attorneys' Fees. If any party to this Agreement or the Title Company begins any action, proceeding, or arbitration arising out of this Agreement, then as between Buyer and Seller, the prevailing party shall be entitled to receive from the other party, besides any other relief that may be granted, its reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration.
- 14.8 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law. Venue for the filing of any action to enforce or interpret this Agreement or any rights and duties hereunder shall be in Fresno, California
- 14.9 Headings and Titles. The title and section headings in this Agreement are for convenience only. The headings and titles are not part of this Agreement and shall not be used to construe it.
- 14.10 Waiver. If Buyer or Seller waives a breach of any provision herein, the waiver will not be a continuing waiver. The waiver will not constitute a waiver of any subsequent breach, or a waiver of a breach of any other provision hereof.
- 14.11 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not

affect the other provisions.

- 14.12 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 14.13 Precedence of documents. If any conflict exists between the body of this Agreement and any Exhibit or Attachment to it, the provisions of the body of this Agreement will control and take precedence over the Exhibit or Attachment.
- 14.14 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. Facsimile or electronic copy signatures shall be deemed as valid and binding as original signatures.
- 14.15 Survival. All representations and warranties, indemnifications, and other provisions which, by their nature are intended to continue, shall survive Closing and delivery of the grant deed.
- 14.16 Seller's Default and Buyer's Remedies. If the sale of the Property is not consummated due to Seller's material default hereunder that is not cured within five business days of Notice from Buyer of Default, then Buyer shall have the right, to elect, as its sole and exclusive remedy, to either (a) terminate this Agreement by written notice to Seller, promptly after which the Deposit shall be returned to Buyer, (b) waive the default and proceed to close the transaction contemplated herein. Notwithstanding anything to the contrary contained herein, Seller shall not be deemed in default unless and until Buyer provides Seller with written notice of such default and Seller fails to cure such default within five business days of its receipt of such written notice.
- 14.17 Buyer's Default and Seller's Remedies. If the sale of the Property is not consummated due to Buyer's material default, then Seller shall have the right, to elect, as its sole and exclusive remedy, to terminate this Agreement by written notice to Buyer, after which the Deposit shall be forfeited.

[SIGNATURE PAGE TO FOLLOW]



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

BUYER:

SELLER:

KEARNEY PALMS, LLC, a California limited liability company

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

By: \_\_\_\_\_  
Thomas W. Beggs, Managing Member

By: \_\_\_\_\_  
Marlene Murphey, Executive Director

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

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

ATTEST:  
YVONNE SPENCE, MMC

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Tracy N. Parvanian  
Senior Deputy City Attorney

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

Attachments:

- Exhibit A: Legal Description
- Exhibit B: Grant Deed
- Exhibit C: Termination and Release of DDA
- Exhibit D: Termination and Release of Parking Covenant

EXHIBIT "A"

LEGAL DESCRIPTION

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 A OF PARCEL MAP NO. 97-16, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 59 AT PAGE 54 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

APN 467-310-12T

EXHIBIT "B"

GRANT DEED

**Recording Requested By:**

Successor Agency to the Redevelopment  
Agency of the City of Fresno  
848 M Street, Third Floor  
Fresno, CA 93721  
Attn: Executive Director

**When Recorded Mail To:**

Kearney Palms LLC  
C/O Thomas W. Beggs  
Managing Member  
204 W. Ridgepoint Drive  
Fresno, CA 93711

**Mail Tax Statements To:**

Kearney Palms LLC  
C/O Thomas W. Beggs  
Managing Member  
204 W. Ridgepoint Drive  
Fresno, CA 93711

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APN 467-310-12T

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PUBLIC AGENCY RECORDING - NO FEES DUE  
GRANT DEED

THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF FRESNO, a body corporate and politic of the State of California (Grantor), acting to carry out the Redevelopment Plan for the Southwest Fresno General Neighborhood Renewal Area Project (Redevelopment Plan) under the Community Redevelopment Law of the State of California (Law), grants to KEARNEY PALMS LLC, a California limited liability company (Grantee), all that real property in the City of Fresno, County of Fresno, State of California, as described in Exhibit A.

Grantor grants the Property to Grantee subject to the following:

1. All matters of record affecting the title and use of the property including, without limitation, easements, encumbrances, and the Redevelopment Plan, as from time to time amended; and

2. The following covenants. Grantee covenants for itself, its successors and assigns, and all persons claiming under or through them that they will:

2.1 Comply with all indemnification provisions of the Parking Agreement which; by their nature, are to survive recording of the Parking Agreement and this deed.

2.2 Not discriminate against or segregate any person or group of persons because of race, color, creed, religion, sex, marital status, age, physical or mental disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property and Improvements; and not establish or permit any practice of discrimination -or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees.

All deeds, leases or contracts for the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property and Improvements shall first be submitted to the Grantor for approval. Each deed, lease, or contract shall contain express provisions in substantially the following form:

2.2.1 In deeds:

"The grantee herein covenants for grantee, grantee's heirs, executors, administrators, and assigns, and all persons claiming under or through them. that: (a) there shall be no discrimination against or segregation of, any person or group of persons because of race, color, creed, religion, sex, marital status, age, physical or mental disability national origin or ancestry, in the sale, lease, sublease, transfer, use, occupancy. tenure or enjoyment of the land herein conveyed, and (b) neither grantee nor any person claiming under or through grantee, shall establish or permit any practice of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. These covenants shall run with the land."

2.2.2 In leases:

"The lessee covenants for lessee, lessee's heirs, executors, administrators, successors and assigns, and all persons claiming through lessee, that: (a) there shall be no discrimination against or segregation of, any person or group of persons because of race, color, creed, religion, sex, sexual orientation, age, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, and (b) neither the lessee nor any person claiming under or through lessee, will establish or permit any such practice of discrimination or segregation in the selection, location, number, use or occupancy of tenants, lessees, subtenants or vendees in the leased property."

### 2.2.3 In contracts:

"There shall be no discrimination against or segregation of, any person or group of persons because of race, color, creed, religion, sex, age, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land. Neither the transferee nor any person claiming under or through transferee, will establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants or vendees in the land. These covenants are binding upon and obligate the contracting party or parties and any subcontracting party or parties, or other transferees under this instrument."

This Section 2.2 runs with the land in perpetuity, and binds and obligates Grantee, Grantee's successors and assigns, and any party contracting or subcontracting with Grantee.

2.3 Continuation of Parking Use. After acquiring the Property, Grantor shall continue using the Property as a Public Parking Lot, solely as a short-term public parking lot, without charging for its use. This section runs with the land, and binds and obligates Grantee, Grantee's successors and assigns, and any party contracting or subcontracting with Grantee.

2.4 Reciprocal Easements. Grantor reserves the right to reciprocal easements for ingress and egress at the Property, including but not limited to, the Police Substation. Grantor additionally reserves the right for necessary public utility easements or any other necessary public easement. Grantor and Grantee agree that Grantee may relocate any easement if: (a) the relocation gives substantially similar access, (b) the relocation, including relocation of utilities, is at the sole expense of the Grantee or persons other than the Grantor, and (c) the relocation occurs only with the Grantor's written consent, which consent must not be unreasonably withheld.

3. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this deed will defeat, invalidate, or impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement. Nevertheless, the remaining covenants, conditions, restrictions, limitations and provisions, shall bind any successor of Grantee, whether such successor acquires title by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. The covenants in this deed are covenants running with the land and shall benefit, and are enforceable by, the following persons except as specifically provided otherwise herein, to the fullest extent permitted by law and equity: (a) the Grantor, its successor and assigns, and (b) the Grantee, its successors and assigns. The covenants will be enforceable against the following persons: (i) Grantee, its successors and assigns, (ii) every successor in interest to the Property or any part of it or any interest therein, and (iii) any party in possession or occupancy of the Property or any part of it. The covenants will run for the periods stated in the Agreement and this deed, whether or not the Grantor remains an owner of the Property or any interest therein. Upon breach of any covenant, the Grantor and the aforementioned persons will have the right

to exercise all rights and remedies, and to maintain any actions at law or in equity or other proceedings to enforce the covenants.

5. The Grantor, its successors and assigns and the Grantee and its successors and assigns having a fee interest in the Property (and with the consent of the Agency), may consent or agree to do the following. without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or other person having any interest less than a fee in the Property: (a) change or eliminate, in whole or in part, any of the covenants in this deed, or (b) subject the Property to additional covenants, easements, or other restrictions. For purposes of this Section, successors and assigns of the Grantee include only those persons holding fee title to all or part of the Property. The term does not include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having an interest less than a fee in the Property.

6. Grantee represents that it is purchasing the Property for use as a parking lot that benefits the Kearney Palms Shopping Center and the public, as described in the Agreement and the Parking Agreement, and not for land speculation.

7. If a conflict exists or arises between the provisions of this deed and the Agreement, the Grantor and Grantee intend for themselves, and their successors in interest, that the Agreement will control.

IN WITNESS WHEREOF the parties hereto have signed this Grant Deed the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

GRANTEE:

KEARNEY PALMS, LLC., a California limited liability company

By: \_\_\_\_\_  
Thomas W. Beggs,  
Managing Member

Dated: \_\_\_\_\_, 20\_\_

GRANTOR:

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

By: \_\_\_\_\_  
Marlene Murphey, Executive Director

Dated: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

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 A OF PARCEL MAP NO. 97-16, IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 59 AT PAGE 54 OF PARCEL MAPS, FRESNO COUNTY RECORDS.

APN 467-310-12T

When Recorded Return To:

NO FEE – Government Code §6103

ABOVE THIS LINE FOR RECORDER'S USE

**TERMINATION AND RELEASE  
OF DISPOSITION AND DEVELOPMENT AGREEMENT**

**WHEREAS**, a Disposition and Development Agreement by and between the Redevelopment Agency of the City of Fresno, a public body, corporate and politic (Agency) and Kearney Palms LLC, a California Limited Liability Company (Developer) was executed on April 27, 1999, and recorded May 18, 1999, as Document No. 1999-0074945, Fresno County Records (the Agreement); and

**WHEREAS**, the Agreement provides for the acquisition, disposition, and development of certain real property; and

**WHEREAS**, the Agreement affects and burdens the real property as fully described in Exhibit "A", (the Property); and

**WHEREAS**, the obligations contained within the Agreement have been completed or terminated pursuant to the Agreement's own terms;

**WHEREAS**, the Successor Agency to the Redevelopment Agency of the City of Fresno (Successor Agency) desires to terminate release the Agreement from the Property.

**NOW, THEREFORE**, the Successor Agency hereby terminates and releases the Agreement from the Property.

Dated: \_\_\_\_\_, 2018

Successor Agency to the Redevelopment Agency of the City of Fresno,  
a public body, corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**





**When Recorded Return To:**

NO FEE – Government Code §6103

ABOVE THIS LINE FOR RECORDER'S USE

**TERMINATION AND RELEASE OF COVENANTS FOR  
PUBLIC PARKING, LEASE, OPERATION, AND MAINTENANCE FOR PUBLIC  
PARKING RECIPROCAL EASEMENT AND OPTION TO PURCHASE**

**WHEREAS**, a Covenant for Public Parking, Lease, Operation, and Maintenance for Public Parking Reciprocal Easements and Option to Purchase by and between the Redevelopment Agency of the City of Fresno, a public body, corporate and politic (Agency) and Kearney Palms LLC, a California Limited Liability Company (Developer) was executed on April 27, 1999, and recorded May 18, 1999, as Document No. 1999-0074946, Fresno County Records (the Agreement); and

**WHEREAS**, the Agreement was required pursuant to the terms of the DDA in order to: (1) record a public parking covenant against the Public Parking Parcel; (2) lease the Public Parcel to Developer for a monthly parking fee and require operation of the parcel for public parking, and to maintain, repair and replace parking improvements; (3) provide reciprocal easements between the parties; (4) provide a lien to secure repayment for the Agency's performance of any Developer obligations; (5) limit the use and transfer of the Public Parking Parcel; (6) subject the parcels to certain covenants and conditions; and (8) grant the Developer an option to purchase the Public Parking Lot; and

**WHEREAS**, the Agreement affects and burdens the real property as fully described in Exhibit "A", (the Property); and

**WHEREAS**, Developer's purchase of the Public Parking Parcel terminates a majority of the parties' obligations pursuant to the Agreement's own terms; and

WHEREAS, the remaining obligations from the Agreement, including the covenant to keep the parking lot as a Public Parking Parcel, the reservation of reciprocal easements, and non-discrimination provisions run with the land and have been included in the Grant deed executed on (DATE) and recorded on (DATE) as Document No. \_\_\_\_\_; and

**WHEREAS**, the Successor Agency to the Redevelopment Agency of the City of Fresno (Successor Agency) desires to terminate and release the Agreement from the Property.

**NOW, THEREFORE,** the Successor Agency hereby terminates and releases the Agreement from the Property.

Dated: \_\_\_\_\_, 2018

Successor Agency to the Redevelopment Agency of the City of Fresno,  
a public body, corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**