

MEMBERS OF THE BOARD

EDDIE VALERO
County Board of Supervisors

PHIL COX
City Selection Committee

DANIEL SMITH, CPA
Independent Special Districts

JEFF RAMSAY
County Superintendent of Schools

VACANT
Chancellor of the California
Community Colleges

CLINTON O. SIMS II
County Board of Supervisors (public)

VACANT
Recognized Employee Organization

**COUNTYWIDE
OVERSIGHT BOARD
FOR THE
COUNTY OF TULARE**

AGENDA

STAFF

SUE COPELAND
Chief Accountant-Property Tax
Accounting

LORELEIGH FAUBEL
Clerk to the Countywide
Oversight Board

SYLVIA SEAY
Accountant – Property Tax
Accounting

JEFFREY KUHN
County Counsel

Tulare County Auditor/Controller
221 S. Mooney Blvd Rm 101-E
Visalia, CA 93291
(559) 636-5280
FAX (559) 730-2532

November 15, 2019

**10:00 a.m. Board Convenes
Board Chambers, 2800 W. Burrell Avenue
Visalia, CA 93291**

**NOTICE TO THE PUBLIC
PUBLIC COMMENT PERIOD**

At this time, members of the public may comment on any item not appearing on the agenda. Under state law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for Board consideration. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak with a total of fifteen (15) minutes allotted for the Public Comment Period. At all times, please use the microphone and state your name and address for the record.

1. Public Comments.
2. Approve the draft minutes from 2/15/19 meeting as attached.
3. Authorize the Tulare City Manager to execute the documents necessary to waive the First Right of Refusal and future covenants with regards to the sale of the property APN# 176-

400-011 and to record those documents, subject to minor conforming changes approved by the Tulare City Attorney.

4. Discussion regarding the creation of an agenda item deciding a comprehensive future disposition of properties with the Right of First Refusal.
5. Schedule January Countywide Oversight Board Meeting for Friday 1/17/2020 or Friday 1/24/2020.
6. Adjournment.

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Chancellor of the California
Community Colleges

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County Board of Supervisors (public)

VACANT
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COUNTYWIDE OVERSIGHT BOARD FOR THE COUNTY OF TULARE MINUTES

STAFF

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Board Members Present: Eddie Valero, Phil Cox, Jeff Ramsay, and Clinton O. Sims III
Board Members Absent: Daniel Smith and Christine Statton
Staff Present: Sue Copeland and Sylvia Seay, Auditor; Jeffrey Kuhn, County Counsel
Clerked by Loreleigh Faubel

February 15, 2019

10:00 a.m. Board Convenes

**Board Chambers
2800 W. Burrell Avenue
Visalia, CA 93291**

1. Public Comments.

Chairperson Phil Cox called the meeting of the Countywide Oversight Board for the County of Tulare to order and opened the floor for public comments.

No public comments.

2. Approve the Draft Minutes as Attached.

A motion was made by Eddie Valero, Seconded by Clinton O. Sims III to approve the minutes from the meeting on 01/11/2019 as attached and was passed unanimously.

3. Adopt a Resolution Designating Certain Real Property as Governmental Use Properties and Directing the Successor Agency to the Porterville Redevelopment Agency to Transfer Such Properties to the City of Porterville Pursuant to Health & Safety Code Section 34181(a).

Jenni Byers of Porterville City Successor Agency presented a resolution to designate the properties owned by the Porterville City Successor Agency in the Casas Del Rio development (APNs 261-321-061, 261-322-059, 261-322-060, 261-322-061, and 261-322-062) as being for Governmental use and transferring those properties to the City of Porterville. Phil Cox asked if there was a gate across the entrance of the development and Jenni Byers clarified that though the property was previously planned out as a mobile home park, which would explain the layout, there was no gate to the entrance of the development. Eddie Valero stated that the parks included in this transfer appeared to be assets to the community in which they were located. A motion was made by Eddie Valero, Seconded by Jeff Ramsay to approve item as presented and unanimously passed.

4. Adjournment.

A motion was made by Clinton O. Sims III, Seconded by Eddie Valero to adjourn the meeting at 10:06 AM.

Next Regular Meeting: 10:00 AM, January 10, 2020

BEFORE THE COUNTYWIDE OVERSIGHT BOARD FOR THE
COUNTY OF TULARE
COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF APPROVAL
OF TRANSFER OF GOVERNMENT
USE PROPERTY BY THE
SUCCESSOR AGENCY TO THE
PORTERVILLE REDEVELOPMENT
AGENCY TO CITY OF
PORTERVILLE.

)
) Resolution No. 2019-009
)
)
)
)
)

UPON MOTION OF BOARD MEMBER Eddie Valero, SECONDED BY
BOARD MEMBER Jeff Ramsay, THE FOLLOWING WAS ADOPTED BY THE
COUNTYWIDE OVERSIGHT BOARD, AT AN OFFICIAL MEETING HELD February
15th 2019, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:



Phil Cox, Chair

ATTEST: LORELEIGH FAUBEL
SECRETARY/CLERK TO THE BOARD

BY: 

Secretary/Clerk

* * * * *

WHEREAS, the Successor Agency to the Porterville Redevelopment Agency (the "Successor Agency") has discovered that it holds title to certain real property described as APNs: 261-321-061-000, 261-322-059-000, 261-322-060-000, 261-322-061-000, and 261-322-061-000 (collectively, the "Properties"), which Properties are located within a single-family residential development (Casas Buena Vista) and the Tule River and are not currently developable or usable for any purpose other than their existing uses as roads, open space, park, and pedestrian/bicycle paths; and

WHEREAS, Health & Safety Code Section 34181(a)(1) provides, among other things, that "[t]he oversight board shall direct the successor agency to do all of the following: (a) Dispose of all assets and properties of the former redevelopment agency; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset"; and

WHEREAS, the Properties inadvertently were not included in the Successor Agency's Long Range Property Management Plan which was approved by the Oversight Board and the California Department of Finance; and

WHEREAS, the Countywide Oversight Board now desires to confirm that the Properties are "constructed and used for a governmental purpose" within the meaning of Health & Safety Code Section 34181(a) and to direct the Successor Agency to transfer by quitclaim or grant deed any remaining interest it may have in the Properties to the City of Porterville pursuant to the Countywide Oversight Board's authority under Health & Safety Code Section 34181(a); and

WHEREAS, pursuant to Health and Safety Code Section 34181(f), notice to the public of this proposed action by the Countywide Oversight Board was given by means of the posting of the Countywide Oversight Board's agenda for this meeting, including a copy of the staff report and a draft of this Resolution, on the Countywide Oversight Board's webpage and posting paper copies thereof outside of the Tulare County Board of Supervisors' Chambers and outside of the Tulare County Auditor-Controller's office, which are locations freely accessible to members of the public, at least 10 days prior to the public meeting at which this Resolution was approved.

NOW, THEREFORE, BE IT RESOLVED that the Countywide Oversight Board hereby finds, determines, and resolves as follows:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The Countywide Oversight Board hereby finds and determines, based on all the evidence in the record before it, that the Properties were constructed and are currently used for governmental purposes, specifically road, open space, park, and pedestrian/bicycle path uses.

- Section 3.** The Countywide Oversight Board directs the Successor Agency to transfer and/or assign, as applicable, any remaining interest it may have in the Properties to the City of Porterville ("City") at no charge pursuant to Health & Safety Code Section 34181(a).
- Section 4.** The Countywide Oversight Board hereby authorizes the Successor Agency to take all actions necessary and appropriate to accomplish the transfer of title of the Properties to the City, to the satisfaction of any title company issuing a title policy with respect to the Properties, including, without limitation, executing and delivering additional quitclaim or grant deeds or other instruments as appropriate or as may be required by any title company insuring title to the Properties.
- Section 5.** The Chair of the Countywide Oversight Board shall sign the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.
- Section 6.** The Successor Agency is hereby directed to transmit this Resolution and the accompanying staff report and all exhibits thereto, each of which is incorporated herein by reference, to the Department of Finance pursuant to Health & Safety Code Sections 34179(h) and 34181(f).

COUNTYWIDE OVERSIGHT BOARD FOR THE COUNTY OF TULARE

AGENDA ITEM

MEMBERS OF THE BOARD

EDDIE VALERO
County Board of Supervisors

PHIL COX
City Selection Committee

DANIEL SMITH, CPA
Independent Special Districts

JEFF RAMSAY
County Superintendent of Schools

VACANT
Chancellor of the California Community Colleges

CLINT O. SIMS II
County Board of Supervisors (Public)

VACANT
Recognized Employee Organization

AGENDA DATE: November 15, 2019

CONTACT PERSON: Steve Bonville, City of Tulare, General Services Director
AGENCY PHONE: 559-684-4287

SUBJECT: The Successor Agency to the Tulare Redevelopment Agency, Waive the Right of First Refusal, Property APN #176-400-011

REQUEST(S):

That the Countywide Oversight Board:
Authorize the Tulare City Manager to execute the documents necessary to waive the First Right of Refusal and future covenants with regards to the sale of the property APN# 176-400-011 and to record those documents, subject to minor conforming changes approved by the Tulare City Attorney.

SUMMARY:

On June 10, 2009 the Redevelopment Agency of the City of Tulare ("RDA") sold the real property at Kern and K Street, in the City of Tulare, APN # 176-400-011 to James Don Jordan and Mary Ann Jordan, Husband and wife as Community Property with right of survivorship as to an undivided ½ interest and James Don Jordan Jr. ("Grantee"). The property was sold with a "Grant Deed with Right of First Refusal" ("Grant Deed") to the RDA should the Grantee desire to sell.

The Grantee has complied with the requirements of the Grant Deed and has presented, an "Offer Notice" and desires to sell the property. The Successor to RDA has no desire to acquire the property and at its meeting held October 22, 2019, waived its Right of First Refusal and approved to remove those covenants of the Grant Deed that follow the property to the new purchaser.

SUCCESSOR AGENCY REPRESENTATIVE SIGN-OFF:

Steve Bonville
General Services Director, City of Tulare

SUBJECT: The Successor Agency to the Tulare Redevelopment Agency, Waive the
Right of First Refusal, Property APN #176-400-011
DATE: November 15, 2019

Attachment(s)

- A. Staff report and transmittal of The Successor Agency to the Tulare Redevelopment Agency meeting of October 22, 2019.
- B. Grant Deed With The Right of First Refusal
- C. Offer Notice
- D. Recording Document

**BEFORE THE COUNTYWIDE OVERSIGHT BOARD FOR THE
COUNTY OF TULARE
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF IN THE MATTER OF)
THE SUCCESSOR AGENCY TO THE) Resolution No. _____
TULARE REDEVELOPMENT AGENCY,)
WAIVE THE RIGHT OF FIRST REFUSAL,)
PROPERTY APN #176-400-011

UPON MOTION OF BOARD MEMBER _____, SECONDED BY
BOARD MEMBER _____, THE FOLLOWING WAS ADOPTED BY
THE COUNTYWIDE OVERSIGHT BOARD, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

Phil Cox, Chair

ATTEST: LORELEIGH FAUBEL
SECRETARY/CLERK TO THE BOARD

BY: _____
Secretary/Clerk

* * * * *

Authorized the Tulare City Manager to execute the documents necessary to waive the First Right of Refusal and future covenants with regards to the sale of the property APN# 176-400-011 and to record those documents, subject to minor conforming changes approved by the Tulare City Attorney.

AGENDA ITEM:

**THE SUCCESSOR AGENCY TO THE TULARE REDEVELOPMENT AGENCY
AGENDA ITEM TRANSMITTAL SHEET**

Submitting Department: General Services

For Council Meeting of: October 22,2019

Documents Attached: ☐ Ordinance ☐ Resolution ☐ Staff Report ☒ Other ☐ None

AGENDA ITEM:

Authorized the City Manager to execute the documents necessary to waive the First Right of Refusal and future covenants with regards to the sale of the property APN# 176-400-011 and to record those documents, subject to minor conforming changes approved by the City Attorney.

IS PUBLIC HEARING REQUIRED: ☐ Yes ☒ No

BACKGROUND/EXPLANATION:

On June 10,2009 the Redevelopment Agency of the City of Tulare ("RDA") sold the real property at Kern and K Street, APN # 176-400-011 to James and Mary Jorden ("Grantee"). The property was sold with a "Grant Deed with Right of First Refusal" ("Grant Deed") to the RDA should the Grantee desire to sell.

The Grantee has complied with the requirements of the Grant Deed and has presented, per the Grant Deed an "Offer Notice" and desires to sell the property. The RDA has no desire to acquire the property and exercise its First Right of Refusal, per the terms of the Grant Deed, and also desires to remove covenants of the Grant Deed that follow the property to the new purchaser.

STAFF RECOMMENDATION:

Authorized the City manager to execute the documents necessary to waive the First Right of Refusal and future covenants with regards to the sale of the property of APN# 176-400-011 and to record those documents, subject to minor conforming changes approved by the City Attorney.

CITY ATTORNEY REVIEW/COMMENTS: ☒ Yes ☐ N/A

IS ADDITIONAL (NON-BUDGETED) FUNDING REQUIRED: ☐ Yes ☒ No ☐ N/A

Submitted by: Steve Bonville

Title: General Services Director

Date: September 30,2019

City Manager Approval: _____



2009-0037534

RECORDING REQUESTED BY:
CHICAGO TITLE CO.

Recorded
Official Records
County of
Tulare
GREGORY B. HARCROFT
Clerk Recorder

REC FEE 55.00
TAX 33.55
SURVEY MONUMENT 10.00

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Redevelopment Agency of the
City of Tulare
411 East Kern Avenue
Tulare, California 93274
Attn: Redevelopment Director

08:00AM 17-Jun-2009 NB Page 1 of 13

DOCUMENTARY TRANSFER TAX \$ 33.55

☐ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED. OR☐ COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES

REMAINING THEREON AT TIME OF SALE.

Signature of declarant or agent determining tax - firm name.

GRANT DEED WITH RIGHT OF FIRST REFUSAL

For valuable consideration, the receipt of which is hereby acknowledged,

THE REDEVELOPMENT AGENCY OF THE CITY OF TULARE, a public body, corporate and politic, of the State of California (herein called "Grantor"), acting to carry out the Redevelopment Plan (herein called "Redevelopment Plan") for the Downtown Redevelopment Project, under the Community Redevelopment Law of the State of California, hereby grants to James Don Jordan and Mary Ann Jordan, husband and wife as Community Property with Right of Survivorship as to an undivided 1/2 interest and James Don Jordan Jr. and** (herein called "Grantee"), the real property (the "Site") legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference.

1. The Site is conveyed subject to the Redevelopment Plan and pursuant to a Disposition and Development Agreement (the "DDA") entered into by and between the Grantor and the Grantee and dated July 29, 2008. The Site is also conveyed subject to easements of record.

2. a. The Grantee hereby covenants and agrees, for itself and its successors and assigns, that Grantee shall not use the Site for other than the uses specified in the Redevelopment Plan. Specifically, the Site shall be used and operated only as (A) a kiosk for the purpose of serving sandwiches, ice cream and other types of walk-up snack food items and non-alcoholic beverages such as milk, carbonated soft drinks, bottled juice, bottled water, coffee and teas, and (B) a portion of the Site as a restroom (for use by Grantee's employees and, at Grantee's discretion, Grantee's customers and general public) attached to the kiosk-style structure. The

Grantee shall use the Site and the improvements thereon for no other purpose without the prior written consent of the Grantor. The foregoing covenant shall run with the land.

** Kelly Ann Jordan, husband and wife as Community Property with Right of Survivorship as to an undivided 1/2 interest

PCL6 ERROR - Incomplete Session by time out

POSITION : 0x972 (2418)

SYSTEM : XLPGP_OL/os_hook

LINE : 3866

VERSION : PCL6 7.81 08-22-2013

ERROR CODE : 11-1312

b. Following completion of construction of the improvements, Grantee shall maintain in accordance with the Maintenance Standards, as hereinafter defined, the private improvements and public improvements and, to the extent required by the City of Tulare, landscaping. Said improvements shall include, but not be limited to, buildings, sidewalks, pedestrian lighting, landscaping, irrigation of landscaping, architectural elements identifying the Site and any and all other improvements on the Site. To accomplish the maintenance, Grantee shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this paragraph.

(1) Maintenance Standards. To the extent applicable to Grantee's improvements on the Site, the following standards ("Maintenance Standards") shall be complied with by Grantee and its maintenance staff, contractors and subcontractors:

- (a) Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.
- (b) Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.
- (c) All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.
- (d) Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governmental requirements.

Precautionary measures shall be employed recognizing that all areas are open to public access.

- (e) The improvements shall be maintained in conformance and in compliance with the requirements of the City of Tulare.

(2) Failure to Maintain Improvements. If Grantee does not maintain the private and public improvements on the Site to the curbline(s) in the manner set forth herein and in accordance with the Maintenance Standards, Grantor shall have the right to maintain such private and/or public improvements, or to contract for the correction of such deficiencies, after written notice to Grantee. However, prior to taking any such action, Grantor agrees to notify Grantee in writing if the condition of said improvements does not conform to the Maintenance Standards and to specify the deficiencies and the actions required to be taken by Grantee to cure the deficiencies. Upon notification of any maintenance deficiency, Grantee shall have thirty (30) days within which to commence to correct, remedy or cure the deficiency and thereafter diligently and continuously complete correction, remedy or cure of the deficiency. If the written notification states that the problem is urgent and relates to the public health and safety, then Grantee shall have forty-eight (48) hours to rectify the problem.

In the event Grantee fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after expiration of any applicable cure period, then Grantor shall have the right to maintain such improvements. Grantee agrees to pay Grantor such charges and costs upon demand. Until so paid, the Grantor shall have a lien on the Site for the amount of such charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Site. Any lien in favor of the Grantor created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgagee or beneficiary thereunder expressly subordinates his interest, of record, to such lien. No lien in favor of the Grantor created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Grantee acknowledges and agrees that the Grantor and Grantor may also pursue any and all other remedies available in law or equity in the event of a breach of the maintenance obligations and covenants set forth herein.

3. Prior to the issuance of a Certificate of Completion by the Grantor as provided in Section 323 of the DDA, the Grantee shall not, except as permitted by the DDA, sell, transfer, convey, assign or lease the whole or any part of the Site without the prior written approval of the Grantor. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion with respect to the improvements upon the Site. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site or to prohibit or restrict the leasing of any part or parts of a building or structure when said improvements are completed.

4. Grantee hereby grants to Grantor the option to repurchase the Site hereby conveyed and all improvements subsequently constructed thereon, if prior to the issuance of a Certificate of Completion pursuant to Section 323 of the DDA, Grantee shall:

- a. Fail to commence construction of approved improvements on the Site within the time established therefor in the DDA, for any reason whatsoever. For purposes of this provision, the Grantee shall be deemed to "commence construction" when and only when the Grantee has commenced rough grading on the Site pursuant to a permit issued by the City for the construction of the improvements provided for herein, the final plans and specifications for which had been approved by the Grantor; or
- b. Once construction has been commenced in accordance with subparagraph 1 above, fail to diligently prosecute construction of the improvements through completion within the time established therefor in the DDA, where such failure has not been cured within three (3) months after written notice thereof from the Grantor; or
- c. Abandon or substantially suspend construction of the improvements for a period of thirty (30) days after written notice of such abandonment or suspension from the Grantor; or
- d. Without the prior written consent of Grantor, directly or indirectly, voluntarily or involuntarily sell, assign, transfer, dispose of or further encumber or agree to sell, assign, transfer, dispose of or further encumber or suffer to exist any other lien against all or any portion of or any interest in the Site, except for any sale or transfer that is expressly permitted by the terms of the DDA. For the purpose of this paragraph, the terms "sell" and "transfer" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, transfers made to subsidiary or affiliated entities, and any "change in ownership" as that term is used from time to time in California real property taxation law, irrespective of the fact that the Site may be exempt from such transaction during the period when owned by Grantor.

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

- a. Any mortgage, deed of trust or other security instrument permitted by the DDA; or
- b. Any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments.

To exercise its right to repurchase, reenter and take possession with respect to the Site, the Grantor shall pay to the Grantee in cash an amount equal to:

- a. The cash Purchase Price for the Site paid by the Grantee; plus

- b. The costs actually incurred by the Grantee for on-site labor and materials for the construction of the improvements existing on the Site at the time of the repurchase, reentry and repossession, exclusive of amounts financed; less
- c. Any gains or income withdrawn or made by the Grantee from the Site or the improvements thereon; and less
- d. The amount of liens on the Site, and any unpaid assessments against the Site assumed by Grantor.

5. The Grantor shall have the additional right, at its option, to terminate the estate conveyed to the Grantee, to reenter and take possession of the Site with all improvements thereon and to revest in the Grantor the estate theretofore conveyed to the Grantee, if after conveyance of title to the Site and prior to issuance of the Certificate of Completion, the Grantee shall:

- a. Fail to commence construction of approved improvements on the Site within the time established therefor in the DDA, for any reason whatsoever. For purposes of this provision, the Grantee shall be deemed to "commence construction" when and only when the Grantee has commenced rough grading on the Site pursuant to a permit issued by the Grantor for the construction of the improvements provided for herein, the final plans and specifications for which had been approved by the Grantor; or
- b. Once construction has been commenced in accordance with subparagraph a. above, fail to diligently prosecute construction of the improvements through completion within the time established therefor in the DDA, where such failure has not been cured within three (3) months after written notice thereof from the Grantor; or
- c. Abandon or substantially suspend construction of the improvements for a period of thirty (30) days after written notice of such abandonment or suspension from the Grantor; or
- d. Without the prior written consent of Grantor, directly or indirectly, voluntarily or involuntarily sell, assign, transfer, dispose of or further encumber or agree to sell, assign, transfer, dispose of or further encumber or suffer to exist any other lien against all or any portion of or any interest in the Site, except for any sale or transfer that is expressly permitted by the terms of the DDA. For the purpose of this paragraph, the terms "sell" and "transfer" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, transfers made to subsidiary or affiliated entities, and any "change in ownership" as that term is used from time to time in California real property taxation law, irrespective of the fact that the Site may be exempt from such transaction during the period when owned by Grantor.

The interest created pursuant to this paragraph 5 shall be a "power of termination" as defined in California Civil Code Section 885.010, and shall be separate and distinct from Agency's option to repurchase the Site under the same or similar conditions specified in Section 512 above. The Grantor's power of termination shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

- a. Any mortgage, deed of trust or other security instrument permitted by the DDA; or
- b. Any rights or interest provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments.

Upon revesting title to the Site or any part thereof in the Grantor as provided in this paragraph 5, the Grantor shall use its best efforts to resell the Site or part thereof as soon and in such manner as the Grantor shall find feasible to a qualified and responsible party or parties (as determined by the Grantor) who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to the Grantor and in accordance with the uses specified for the Site or part thereof in the Redevelopment Plan. Upon such resale of the Site, the proceeds thereof shall be applied:

- a. First, to reimburse the Grantor for all costs and expenses incurred by the Grantor, including, but not limited to, salaries to personnel in connection with the recapture, management and resale of the Site or part thereof (but less any income derived by the Grantor from the Site or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Site or part thereof (or, in the event the Site is exempt from taxation or assessment or such charges during the period of ownership, then such taxes, assessments or charges [as determined by the County assessing official] as would have been payable if the Site were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Grantee; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Site or part thereof; and any amounts otherwise owing the Grantor by the Grantee; and
- b. Second, to reimburse the Grantee the sum of the following: (i) the cash purchase price for the Site paid by the Grantee; plus (ii) any cash payments previously made by the Grantee for the development of the Site and for the improvements existing on the Site at the time of the reentry and repossession, exclusive of amounts financed; less (iii) any gains or income withdrawn or made by the Grantee from the Site or the improvements thereon; and less (iv) the amount of any unpaid assessments against the Site assumed by Grantor.

Any balance remaining after such reimbursements shall be retained by the Grantor as its property.

As set forth above, this section is intended to create and reserve in the Grantor a "power of termination" under California law, and not a forfeiture. The terms and provisions of this Section shall be construed in light of the fact that the Grantor will convey the Site to the Grantee for development pursuant to the Redevelopment Plan, and not for speculation in undeveloped land.

6. The Grantee covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Site.

All deeds, leases or contracts made relative to the Site, the improvements thereon or any part thereof shall contain or be subject to substantially the following nondiscrimination clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government

Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises."

7. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the DDA, provided, however, that any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. Grantee hereby grants Grantor the right of first refusal (the "Right of First Refusal") to purchase the Site, upon the terms and conditions set forth in this Section 8. If Grantee desires to transfer the Site, Grantee shall provide Grantor with a written notice specifying the terms and conditions of the proposed transfer (the "Offer Notice") and the name of the third party. The Offer Notice shall also contain a true, correct and complete copy of the proposed offer which Grantee desires to accept, the agreement Grantee is about to enter or other document between Grantee and its purchaser which contains their entire agreement. Grantor shall have the right to exercise its Right of First Refusal for a period of thirty (30) days (the "Exercise Period") following Grantor's receipt of the Offer Notice. Grantor's exercise of the Right of First Refusal shall be by written notice of exercise, sent to Grantee within the Exercise Period. If Grantor exercises its Right of First Refusal, Grantee shall sell the Site to Grantor on the same terms and conditions set forth in the Offer Notice, except that the purchase price specified in the Offer Notice shall be reduced by the amount of any real estate commission payable by Grantee, and Grantor shall not be obligated to pay any such commission. If Grantor fails to exercise its Right of First Refusal by the end of the Exercise Period, Grantee may thereafter transfer the Site to the transferee named in the Offer Notice at (and only at) the price and on (but only on) substantially the same terms and conditions set forth in the Offer Notice at any time within twelve (12) months following the end of the Exercise Period; provided, however, that if Grantee fails to consummate such sale within such twelve (12) month period, Grantee

shall thereafter be obligated to deliver an Offer Notice and otherwise comply with the provisions of this Section 8 prior to a subsequent sale of the Site.

9. Except as otherwise provided, the covenants contained in paragraph 2 of this Grant Deed shall remain in effect until the termination date of the Redevelopment Plan (currently scheduled to terminate on September 27, 2030, as to that area where the Site is located). The covenants against discrimination contained in paragraph 6 of this Grant Deed shall remain in perpetuity. The covenants contained in paragraphs 3, 4 and 5 shall remain in effect until issuance of a Certificate of Completion pursuant to Section 323 of the DDA.

10. The covenants contained in paragraphs 2, 3, 4, 5, 6 and 8 of this Grant Deed shall be binding for the benefit of the Grantor, its successors and assigns, and any successor in interest to the Site or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

11. In the event of any express conflict between this Grant Deed or the DDA, the provisions of this Grant Deed shall control.

12. Any amendments to the Redevelopment Plan that change the uses or development permitted on the Site or change the restrictions or controls that apply to the Site or otherwise affect the Site shall require the written consent of the Grantee. Amendments to the Redevelopment Plan applying to other property in the Project Area shall not require the consent of the Grantee.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this 10th day of June, 2009.

REDEVELOPMENT AGENCY OF THE
CITY OF TULARE

By: 

Title: Redevelopment Director

"GRANTOR"

State of California
County of Tulare

On June 10, 2009 before me,
Lynette Holguin, Notary Public (here insert name and title of the officer),
personally appeared Bob Nance

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 [Handwritten Signature] (Seal)

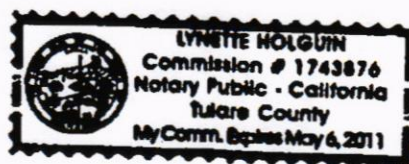


EXHIBIT 'A'

Lot 2 - JORDAN BUILDING SITE

Lane Engineers, Inc. Job No. 08218
May 5, 2009

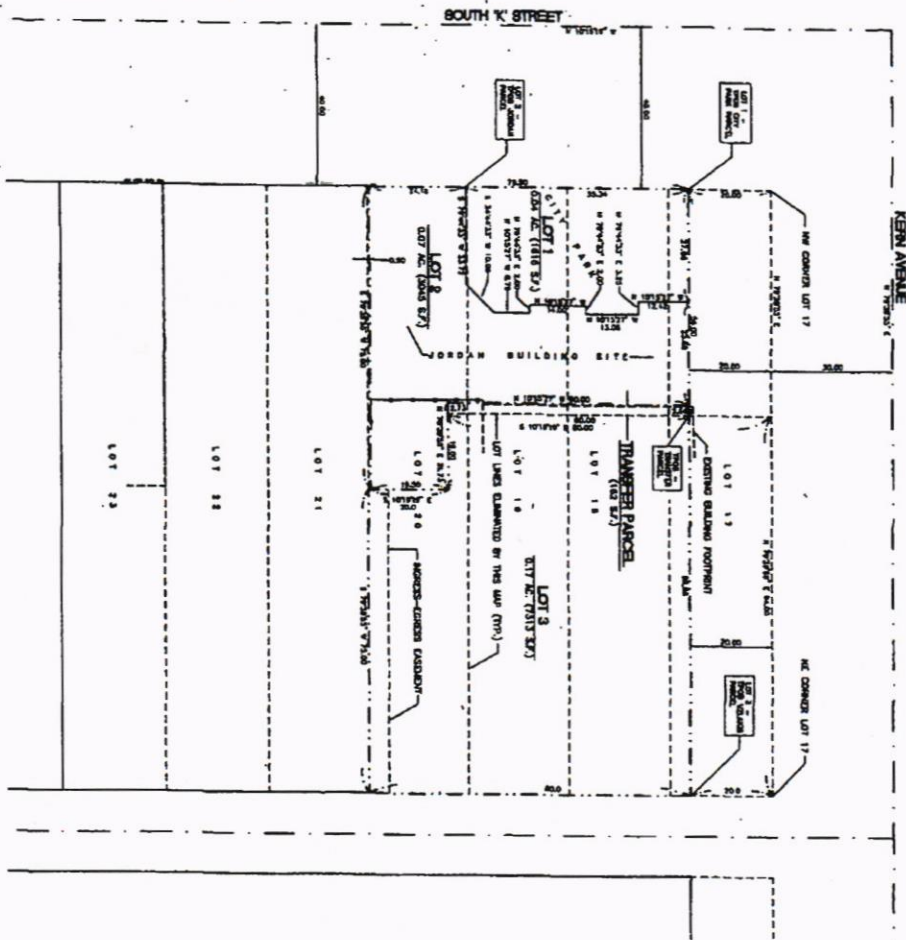
That portion of Lots 17, 18, 19 and 20 in Block 78, per map recorded in Book 1 of Maps at Pages 18 and 19, T.C.R. situated in a portion of the W1/2 of Section 11, Township 20 South, Range 24 East, Mount Diablo Base and Meridian, in the City of Tulare, County of Tulare, State of California, more particularly described as follows

COMMENCING at the northwest corner of said Lot 17;
Thence South 10°19'19" East 75.34 feet along the west line of said lots to the TRUE POINT OF BEGINNING;
thence North 79°44'33" East 23.72 feet;
thence North 34°44'33" East 10.08 feet;
thence North 10°15'27" West 8.75 feet;
thence South 79°44'33" West 2.00 feet;
thence North 10°15'27" West 14.00 feet;
thence North 79°44'33" East 2.00 feet;
thence North 10°15'27" West 13.08 feet;
thence South 79°44'33" West 3.25 feet;
thence North 10°15'27" West 12.42 feet to a point 20.00 feet south of the north line of said lot 17, as measured at right angles thereto;
thence North 79°39'55" East 25.68 feet parallel with said north line;
thence South 10°15'27" East 60.00 feet;
thence North 79°39'55" East 21.73 feet;
thence South 10°19'19" East 19.50 feet;
thence South 79°39'55" West 75.00 feet to the west line of said lot 20;
thence North 10°19'19" West 24.16 feet along said west line to the POINT OF BEGINNING.

Containing 0.070 acres or 3,045 square feet, more or less.

SEE EXHIBIT 'B' ATTACHED HERETO.





SCALE: 1" = 30'

EXHIBIT 'B'



Date October 9, 2019

To:

The Successor Agency to The Redevelopment Agency of the City of Tulare ("Grantor")

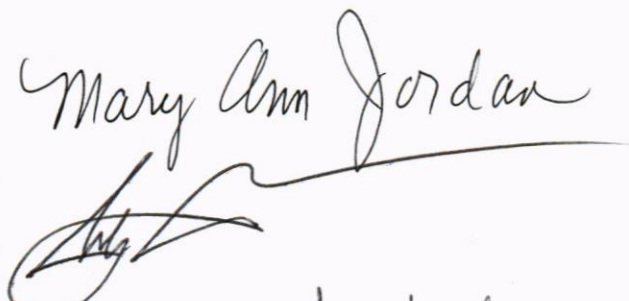
411 E. Kern Ave.

Tulare, CA 93274

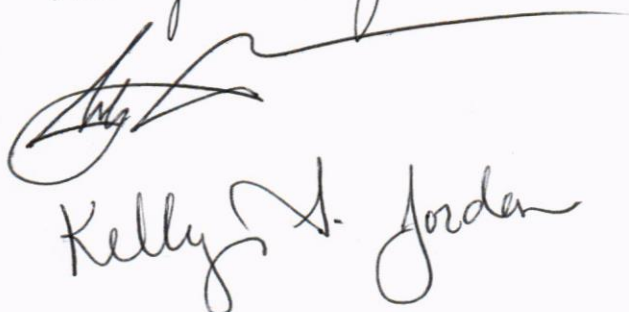
"Offer Notice" APN # 176-400-010

Pursuant to Section 8. of the requirement of the "Grant Deed With Right Of First Refusal" entered into by James Don Jordan and Mary Ann Jordan, Husband and wife as Community Property with right of survivorship as to an undivided ½ interest and James Don Jordan Jr. (Grantee"), and recorded June 17, 2009 with the County of Tulare, Grantee hereby provides notice of transfer of the property to Francisco Torres Coria and Ivonne Vazquez Maya

under the terms and conditions contained in the offer provided herein and is providing this "Offer Notice" to the Grantor to exercise its "Right of First Refusal and the start of "Exercise period."



Mary Ann Jordan



Kelly S. Jordan

Recording requested by, and
when recorded return to:
City of Tulare
General Services, Steve Bonville
411 E. Kern Avenue
Tulare, CA 93274

Space above this line for Recorder's use

MEMORANDUM OF UNRECORDED GRANT AGREEMENT

This Memorandum of Unrecorded Grant Agreement, dated as of _____, is recorded to provide notice of an agreement (the "Agreement") between the City of Tulare, as the Successor Agency to the Redevelopment Agency (the "City"), and James Don Jordan, Mary Ann Jordan, James Don Jordan Jr., and Kelly Ann Jordan ("Grantee").

RECITALS

- On or about _____, the City and Grantee entered into a certain Grant Agreement, pursuant to which the City granted to Grantee the ability to sell the property more particularly described in attached Exhibit A and incorporated by reference (the "Real Property"). The City is waiving its First Right of Refusal as indicated in Section 8 of the Grant Deed, attached as Exhibit B and incorporated by reference, and is removing all covenants that run with the land located in the same Grant Deed.
- The City and Grantee desire to execute this Memorandum to provide constructive notice to all third parties of the waiving of above-stated rights and covenants in the Grant Deed.

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NOW, THEREFORE, in consideration of the foregoing recitals (which are, by this reference incorporated herein and made a part hereof for all purposes) and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Grantee do further agree as follows:

1. The City is waiving its First Right of Refusal as indicated in Section 8 of the Grant Deed for the Real Property.
2. The City agrees to remove all covenants in the Grant Deed that run with the land.

CITY OF TULARE:

CITY OF TULARE OVERSIGHT BOARD:

City Manager, Rob Hunt

By:

GRANTEE:

James Don Jordan

Mary Ann Jordan

James Don Jordan Jr.

Kelly Ann Jordan