



*In accordance with the Americans with Disabilities Act, persons requiring assistance or auxiliary aids in order to participate should contact the Clerk's Office at City Hall, 13831 San Pablo Avenue, San Pablo, (510) 215-3000 as soon as possible prior to the meeting. The city will give such requests primary consideration, taking into account undue financial and administrative burdens or fundamental alterations in the city service, program or activity.*

## **SAN PABLO OVERSIGHT BOARD SPECIAL MEETING AGENDA**

**(Oversight Board of the Local Successor Agency  
Of the City of San Pablo)**

**MONDAY, OCTOBER 17, 2016**

**12:00 NOON**

**13831 San Pablo Avenue  
Council Chambers  
San Pablo, CA 94806**

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VACANT, County Board of Supervisor Appointment  
Rita Xavier, Contra Costa County Fire Protection District Appointment  
McKinley Williams, County Board of Supervisor Public Appointment  
John Hild, WCCUSD; County Superintendent Appointment  
Mariles Magalong, Contra Costa College District Appointment  
Cecilia Valdez, City of San Pablo  
Bradley Ward, City of San Pablo, Former RDA Employee Appointment

***Note:** Copies of the agenda are available for inspection in the City Clerk's Office, City Hall, 13831 San Pablo Avenue, Building #1, San Pablo, during regular business hours – 7:30 am to 6:00 pm, Monday through Thursday. The complete agenda packets are also available for viewing, downloading and printing on the City of San Pablo Website at [www.SanPabloCA.gov](http://www.SanPabloCA.gov).*

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### **CALL TO ORDER/ PLEDGE OF ALLEGIANCE / ROLL CALL**

### **PUBLIC COMMENT**

The public is encouraged to address the Oversight Board on any matter listed on the agenda or any other matter within its jurisdiction subject to the rules of decorum to be described and acted on by the Board. If you wish to address the Board, please complete the Speaker Form provided at the speaker's podium and hand it to the Clerk. The Board will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote.

## **CEREMONIAL MATTER**

1. INTRODUCTION AND ADMINISTRATION OF OATH OF OFFICE TO NEW BOARD MEMBER JOHN HILD

## **CONSENT ITEMS**

All matters listed in the Consent Items section will be considered routine by the Board and will be enacted by one motion. The disposition of the item is indicated, and there will be no separate discussion of these items. If discussion is requested, that item will be removed from the section entitled Consent Items and will be considered separately.

## **MINUTES:**

2. Minutes of the meeting of August 3, 2016.  
**Recommended Action: Approve**

**\*\*\*END OF CONSENT CALENDAR\*\*\***

## **ITEMS FOR BOARD CONSIDERATION/ACTION:**

3. Resolution approving the sale of certain real properties located at 1411 Rumrill Boulevard, 1800 23<sup>rd</sup> Street and 1821 Powell Street by the Local Successor Agency to the City of San Pablo for public use.  
**Recommended Action: Adopt Resolution**

## **ADJOURNMENT**

**SAN PABLO OVERSIGHT BOARD**  
**(to the Successor Agency of the Redevelopment Agency of the City of San Pablo)**  
**MINUTES OF THE SPECIAL MEETING OF AUGUST 3, 2016**

**CALL TO ORDER/ PLEDGE OF ALLEGIANCE/ ROLL CALL**

The special meeting of the Oversight Board of the City of San Pablo as Local Successor Agency to the Redevelopment Agency ("Oversight Board") commenced at 12:00 noon. Present were Chair Cecilia Valdez, Vice Chair Bradley Ward and Directors Rita Xavier and McKinley Williams, and Mariles Magalong. Absent was Director Ofelia Roxas. Also present were City Manager Matt Rodriguez, Assistant City Manager Reina Schwartz, Finance Supervisor Jennifer Luong, and Clerk of the Board Lehny Corbin.

**PUBLIC COMMENTS**

There were no speakers.

**CONSENT ITEMS**

**MINUTES**

1. It was moved by Vice Chair Ward, seconded by Director Xavier, and passed by vote of those present, to approve the Minutes of the meeting of May 9, 2016. The motion passed as follows:

AYES: Xavier, Magalong, Williams, Ward and Valdez  
NOES: None  
ABSENT: Roxas  
ABSTAIN: None

\* \* \* END OF CONSENT ITEMS \* \* \*

**ITEMS FOR BOARD CONSIDERATION/ACTION:**

2. City Manager Rodriguez introduced the item and Steven Gortler, gave a PowerPoint presentation showing the preliminary debt service savings analysis which included the recent trends in Municipal bond interest rates, the comparison of interest rates, the estimated debt service savings, the estimated net present value savings, the estimated sources and uses of funds, and the estimated costs of insurance. It was moved by Vice Chair Ward, seconded by Director Xavier, and unanimously passed adopt **Resolution OB2016-003**, a Resolution of the Oversight Board of the San Pablo Local Successor Agency approving the authorization of the Local Successor Agency to the Former Redevelopment Agency of the City of San Pablo authorizing the issuance of Subordinate Tax Allocation Refunding Bonds; authorizing the execution and delivery of a First Supplemental Indenture and a Placement Agent Agreement; and authorizing certain actions relating thereto. The motion passed as follows:

AYES: Xavier, Magalong, Williams, Ward and Valdez  
NOES: None  
ABSENT: Roxas  
ABSTAIN: None

**ADJOURNMENT**

The meeting adjourned at 12:25 pm.

Respectfully submitted,

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Lehny M. Corbin, Clerk of the Board

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Cecilia Valdez, Chair

DRAFT

# OVERSIGHT BOARD REPORT



**DATE:** October 17, 2016

**TO:** SAN PABLO OVERSIGHT BOARD TO THE LOCAL SUCCESSOR AGENCY

**FROM:** MATT RODRIGUEZ, CITY MANAGER/EXECUTIVE DIRECTOR  
REINA J. SCHWARTZ, ASSISTANT CITY MANAGER  
CHARLES CHING, ASSISTANT TO THE CITY MANAGER

**SUBJECT:** RESOLUTION APPROVING THE SALE OF CERTAIN REAL PROPERTIES LOCATED AT 1411 RUMRILL BOULEVARD, 1800 23RD STREET AND 1821 POWELL STREET BY THE LOCAL SUCCESSOR AGENCY TO THE CITY OF SAN PABLO FOR PUBLIC USE

## **RECOMMENDATION**

Adopt resolution

## **BACKGROUND**

The San Pablo Local Successor Agency ("LSA") is the successor agency of, and responsible for winding down the activities of, the former Redevelopment Agency of the City of San Pablo (the "former Redevelopment Agency") pursuant to the requirements of Part 1.85 of Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et seq.*; the "Dissolution Act").

### **Disposal of Former Redevelopment Agency Property**

The Dissolution Act was enacted by the Legislature in 2011 and effectuated the dissolution of all redevelopment agencies in the State of California. In accordance with the Dissolution Act, the former San Pablo Redevelopment Agency was dissolved as of February 1, 2012, and all of its assets, properties, contracts, leases, books and records, buildings, and equipment were transferred to the San Pablo LSA on that date.

Pursuant to Section 34191.5 of the Dissolution Act, on December 16, 2013, the San Pablo LSA adopted a Long Range Property Management Plan (the "LRPMP") providing for the disposition of the former Redevelopment Agency's real properties. The LRPMP was approved by the San Pablo Oversight Board and submitted to the California Department of Finance ("DOF") for review and approval on the same date. By letter dated June 12, 2014, DOF approved the LRPMP.

The LRPMP provides that the properties at 1411 Rumrill Boulevard and 1800 23rd Street are to be sold by the LSA. Since adoption of the LRPMP, the LSA has marketed the two properties to no avail. Staff has now determined that the properties would be desirable and appropriate for public use.

Government Code Section 65402 generally requires that prior to the acquisition or disposition of real property for public purposes, the purpose and extent of the acquisition or disposition and its conformity with the general plan must be submitted to and reported on by the planning commission, and was done on September 20, 2016 through Planning Commission Resolutions 16-06 and 16-07.

#### 1411 Rumrill Boulevard

In furtherance of eliminating blighting conditions within the Tenth Township and Legacy Redevelopment Project Areas, the former Redevelopment Agency acquired the property at 1411 Rumrill Boulevard (the "Rumrill Property") in April 2000 for the purpose of developing it as the City's corporation yard and ultimately conveying it to the City. That purpose was not achieved prior to dissolution of the former Redevelopment Agency. The Rumrill Property consists of approximately 88,427 square feet and is identified as Assessor's Parcel Nos. 410-021-021, 410-021-026 and 410-021-028. The General Plan currently designates the Rumrill Property as Institutional.

#### 1800 23rd Street and 1821 Powell Street

In furtherance of eliminating blighting conditions within the Tenth Township and Legacy Redevelopment Project Areas, the former Redevelopment Agency acquired the property at 1800 23rd Street and 1821 Powell Street (together the "23rd Street Property") in May 2006 for the purpose of developing a commercial/residential mixed-use project. That purpose was not achieved prior to dissolution of the former Redevelopment Agency. The property contains approximately 24,880 square feet and is identified as Assessor's Parcel Numbers 411-100-021 and 028.

#### Proposed Acquisition Agreement

LSA staff has prepared a proposed Acquisition Agreement (the "Agreement") providing for the sale of both the Rumrill Property and the 23rd Street Property to the City for the sum of One Dollar (\$1.00) (the "Purchase Price"). The Purchase Price was determined on the basis that both properties will be conveyed for public use and therefore possess nominal value.

The proposed Agreement provides for an informal "closing" without the need for an escrow company by no later than thirty (30) days after the date of the Agreement. The City would acquire both properties in their "as is" physical condition; title to the properties would be conveyed by the LSA free and clear of all encumbrances and liens except as may be approved by the City.

The Agreement does not dictate any specific development of the properties by the City, but acknowledges that they are being acquired for public use. The Rumrill Property is expected to be used for the City's corporation yard as originally intended. The 23rd Street Property has been determined to be a desirable location for a new fire station.

#### Approvals

The LSA approved the Agreement on October 3, 2016, by Resolution LSA2016-007. Pursuant to Section 34181(f) of the Dissolution Act, all actions of the San Pablo LSA related to the disposition of property of the former Redevelopment Agency must be approved by a resolution of the Oversight Board at a public meeting after at least ten (10) days' notice to the public of the specific proposed actions. The proposed resolutions authorize execution of the Acquisition Agreement only after the Oversight Board has approved it.

### CEQA

The transfer of title of certain real property is not subject to environmental review under the California Environmental Quality Act because it would not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore are not considered a “project” subject to CEQA review. (Pub. Resources Code, § 21065; 14 Cal. Code Regs. § 15378.)

As discussed below, the Acquisition Agreement does not dictate any specific development of the properties by the City, but acknowledges that they are being acquired for public use.

### FISCAL IMPACT

The fiscal impact to the LSA is payment of the costs associated with removing any encumbrances or liens on the properties, as well as the costs of preparing and executing the grant deeds, notary fees and any applicable state, county or local documentary transfer taxes, all of which are expected to be minimal, i.e., not to exceed \$ 3,000.

### **Attachments:**

- Local Successor Agency Resolution LSA2016-007, with Acquisition Agreement attached
- (Proposed) OB Resolution approving Sale by LSA
- Notice of Public Meeting

## RESOLUTION LSA2016-007

### RESOLUTION OF THE SAN PABLO LOCAL SUCCESSOR AGENCY APPROVING THE SALE OF PROPERTY AT 1411 RUMRILL BOULEVARD, 1800 23<sup>RD</sup> STREET AND 1821 POWELL STREET TO THE CITY PURSUANT TO AN ACQUISITION AGREEMENT

WHEREAS, in 2011, legislation was enacted dissolving all redevelopment agencies (Part 1.85 of Division 24, commencing with Section 34170, of the California Health and Safety Code) (the "Dissolution Act");

WHEREAS, pursuant to the Dissolution Act, the City of San Pablo became the successor agency (the "San Pablo LSA") to the former Redevelopment Agency and, by operation of law under Section 34175(b) of the Dissolution Act, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Redevelopment Agency (the "redevelopment assets") were transferred to the San Pablo LSA, on February 1, 2012;

WHEREAS, the redevelopment assets included the real property located at 1411 Rumrill Boulevard (the "Rumrill Property"); and at 1800 23<sup>rd</sup> Street and 1821 Powell Street (together the "23<sup>rd</sup> Street Property");

WHEREAS, pursuant to Section 34191.5 of the Dissolution Act, on December 16, 2013, the San Pablo LSA adopted a Long Range Property Management Plan (the "LRPMP") providing for the disposition of the former Redevelopment Agency's real properties, including the Rumrill Property and the 23<sup>rd</sup> Street Property; the LRPMP was approved by the San Pablo Oversight Board on the same date and was approved by the California Department of Finance ("DOF") by letter dated June 12, 2014;

WHEREAS, the Rumrill Property was acquired by the former Redevelopment Agency in April 2000 for the purpose of developing the City's corporation yard in furtherance of eliminating blighting conditions within the Tenth Township and Legacy Redevelopment Project Areas;

WHEREAS, the 23<sup>rd</sup> Street Property was acquired by the former Redevelopment Agency in May 2006 for the purpose of assembling it with a smaller adjacent property to achieve a commercial/residential mixed-use project in furtherance of eliminating blighting conditions with the Tenth Township and Legacy Redevelopment Project Areas;

WHEREAS, the LRPMP provides that the Rumrill Property and the 23<sup>rd</sup> Street Property are to be sold by the LSA;

WHEREAS, since adoption of the LRPMP, the LSA has marketed the properties to no avail, and staff has now determined that the properties would be desirable and appropriate for public use;

WHEREAS, LSA staff has prepared a proposed Acquisition Agreement (the "Agreement") providing for the sale of both the Rumrill Property and the 23<sup>rd</sup> Street Property to the City for the sum of One Dollar (\$1.00), a nominal value given that the properties are to be conveyed for public use;

WHEREAS, Government Code Section 65402 generally requires that prior to the acquisition or disposition of real property for public purposes, the purpose and extent of the acquisition or disposition and its conformity with the general plan must be submitted to and reported on by the planning commission, and was done on September 20, 2016 through Planning Commission Resolutions 16-06 and 16-07; and

WHEREAS, the LSA's sale of the Rumrill Property and the 23<sup>rd</sup> Street Property is not considered a project under the California Environmental Quality Act ("CEQA") and therefore does not require environmental review.

NOW, THEREFORE, the San Pablo Local Successor Agency does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein.

Section 2. Approval of Acquisition Agreement. The San Pablo LSA hereby finds that the sale of the Rumrill Property and the 23<sup>rd</sup> Street Property to the City pursuant to the Acquisition Agreement provides for the disposal of the property as authorized by, and in implementation of, the LRPMP. The San Pablo LSA hereby approves the Acquisition Agreement, substantially in the form attached to this resolution.

Section 3. Transmittal to Oversight Board. Pursuant to Section 34181(a) of the Dissolution Act, the San Pablo LSA may only enter into the Acquisition Agreement at the direction of the San Pablo Oversight Board. The San Pablo LSA hereby authorizes and directs the Executive Director to transmit the Acquisition Agreement to the San Pablo Oversight Board for its review and approval.

Section 4. Execution of Acquisition Agreement. Following approval by the San Pablo Oversight Board, the Executive Director, or his designee, is hereby authorized and directed to execute the Acquisition Agreement on behalf of the San Pablo LSA, and is further authorized and directed to execute such other documents and take such other actions as are necessary to carry out and implement the obligations of the San Pablo LSA under the Acquisition Agreement.

\* \* \* \* \*

PASSED AND ADOPTED this 3<sup>rd</sup> day of October, 2016, by the following vote:

AYES:	DIRECTORS:	Chao Rothberg, Morris, Calloway, Valdez and Kinney
NOES:	DIRECTORS:	None
ABSENT:	DIRECTORS:	None
ABSTAIN:	DIRECTORS:	None

ATTEST:

APPROVED:

/s/ Ted J. Denney  
Ted J. Denney, Agency Secretary

/s/ Rich Kinney  
Rich Kinney, Chair

**RESOLUTION OBA2016-###**

**RESOLUTION OF THE OVERSIGHT BOARD OF THE CITY OF SAN PABLO AS LOCAL SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY APPROVING THE SALE OF CERTAIN REAL PROPERTIES LOCATED AT 1411 RUMRILL BOULEVARD, 1800 23<sup>RD</sup> STREET AND 1821 POWELL STREET BY THE LOCAL SUCCESSOR AGENCY TO THE CITY OF SAN PABLO FOR PUBLIC USE**

WHEREAS, in 2011, legislation was enacted dissolving all redevelopment agencies (Part 1.85 of Division 24, commencing with Section 34170, of the California Health and Safety Code) (the "Dissolution Act");

WHEREAS, pursuant to the Dissolution Act, the City of San Pablo became the successor agency (the "LSA") to the former Redevelopment Agency and, by operation of law under Section 34175(b) of the Dissolution Act, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Redevelopment Agency (the "Redevelopment Assets") were transferred to the San Pablo LSA, on February 1, 2012;

WHEREAS, the redevelopment assets included the real property located at 1411 Rumrill Boulevard (the "Rumrill Property"); and at 1800 23<sup>rd</sup> Street and 1821 Powell Street (together the "23<sup>rd</sup> Street Property");

WHEREAS, pursuant to Section 34191.5 of the Dissolution Act, on December 16, 2013, the LSA adopted a Long Range Property Management Plan (the "LRPMP") providing for the disposition of the former Redevelopment Agency's real properties, including the Rumrill Property and the 23<sup>rd</sup> Street Property; the LRPMP was approved by the San Pablo Oversight Board on the same date and was approved by the California Department of Finance ("DOF") by letter dated June 12, 2014;

WHEREAS, the Rumrill Property was acquired by the former Redevelopment Agency in April 2000 for the purpose of developing the City's corporation yard in furtherance of eliminating blighting conditions within the Tenth Township and Legacy Redevelopment Project Areas;

WHEREAS, the 23<sup>rd</sup> Street Property was acquired by the former Redevelopment Agency in May 2006 for the purpose of developing a commercial/residential mixed-use project in furtherance of eliminating blighting conditions with the Tenth Township and Legacy Redevelopment Project Areas;

WHEREAS, the LRPMP provides that the Rumrill Property and the 23<sup>rd</sup> Street Property are to be sold by the LSA;

WHEREAS, since adoption of the LRPMP, the LSA has marketed the two properties to no avail, and staff has now determined that the properties would be desirable and appropriate for public use;

WHEREAS, LSA staff has prepared a proposed Acquisition Agreement (the "Agreement") providing for the sale of both the Rumrill Property and the 23<sup>rd</sup> Street Property to the City for the sum of One Dollar (\$1.00), a nominal value given that the properties are to be conveyed for public use;

WHEREAS, on October 3, 2016, by Resolution LSA2016-007, the LSA approved and authorized the execution of the Agreement, and authorized transmittal to the San Pablo Oversight Board for its review and approval;

WHEREAS, Government Code Section 65402 generally requires that prior to the acquisition or disposition of real property for public purposes, the purpose and extent of the acquisition or disposition and its conformity with the general plan must be submitted to and reported on by the planning commission, and was done on September 20, 2016 through Planning Commission Resolutions 16-06 and 16-07; and

WHEREAS, the City's purchase of the Rumrill Property and the 23<sup>rd</sup> Street Property is not considered a project under the California Environmental Quality Act ("CEQA") and therefore does not require environmental review.

NOW, THEREFORE, the San Pablo Oversight Board hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein.

Section 2. Approval and Execution of Acquisition Agreement. The San Pablo Oversight Board hereby approves the sale of the Rumrill Property and the 23<sup>rd</sup> Street Properties from the LSA to the City pursuant to the Acquisition Agreement. The City Manager, or his designee, is hereby authorized and directed to execute the Acquisition Agreement on behalf of the LSA, and is further authorized and directed to execute such other documents and take such other actions as are necessary to carry out and implement the obligations of the LSA under the Acquisition Agreement.

PASSED AND ADOPTED this 17<sup>th</sup> day of October, 2016, by the following vote:

AYES: DIRECTORS:  
NOES: DIRECTORS:  
ABSENT: DIRECTORS:  
ABSTAIN: DIRECTORS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Lehny Corbin, Board Secretary

\_\_\_\_\_  
Cecilia Valdez, Chair

## ACQUISITION AGREEMENT

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF SAN PABLO (the “City”) and the SAN PABLO LOCAL SUCCESSOR AGENCY (the “LSA”).

### Recitals

- A. The City is a municipal corporation of the State of California.
- B. The LSA is a public body, corporate and politic, of the State of California, and is the successor agency to the Redevelopment Agency of the City of San Pablo which was dissolved by operation of law on February 1, 2012. As the successor agency, the LSA is now the owner of certain real properties located within the City of San Pablo previously acquired by the former Redevelopment Agency, including the property identified as 1411 Rumrill Boulevard (the “Rumrill Property”) and the property identified as 1800 23rd Street and 1821 Powell Street (together the “23rd Street Property”). The Rumrill Property was originally acquired in April 2000 for development of the City’s corporation yard. The 23rd Street Property was originally acquired in May 2006 for assembly with a smaller adjacent property and development of a mixed-use project. Neither of those projects were achieved before dissolution of the former Redevelopment Agency.
- C. A Long Range Property Management Plan (“LRPMP”) providing for the disposition of real properties owned by the LSA was adopted by the LSA on December 16, 2013, was approved by the Oversight Board for the LSA on December 16, 2013, and was approved by the California Department of Finance on June 12, 2014. The LRPMP provides that the Rumrill Property and the 23rd Street Property are to be sold by the LSA.
- D. Since adoption of the LRPMP, the LSA has marketed the Rumrill Property and the 23rd Street Property to no avail. The City now desires to purchase both properties for public use. The Rumrill Property is to be used for the City’s corporation yard, as originally intended. The 23rd Street Property is to be used for a new fire station.

## Agreements

NOW, THEREFORE, THE CITY AND THE LSA HEREBY AGREE AS FOLLOWS:

1. Agreement to Sell and Purchase. Upon the terms and for the consideration set forth in this Agreement, the LSA agrees to sell to the City, and the City agrees to purchase from the LSA, the Rumrill Property and the 23rd Street Property, each as shown on the map attached hereto as Exhibit A and incorporated herein by this reference and as more particularly described in the legal descriptions attached hereto as Exhibit B and incorporated herein by this reference. Both properties are vacant and unimproved.

2. Purchase Price. The total purchase price for both the Rumrill Property and the 23rd Street Property is ONE DOLLAR (\$1.00) (the "Purchase Price"). The Purchase Price shall be paid upon the delivery of the grant deeds by the LSA to the City as set forth in Section 3 below.

3. Closing Without Formal Escrow. The City and the LSA shall accomplish the payment of the Purchase Price and the delivery, acceptance and recordation of the grant deeds for the Rumrill Property and the 23rd Street Property (collectively, the "closing") without a formal escrow. Within fifteen (15) days from the date of this Agreement, the LSA shall properly execute, acknowledge and deliver grant deeds conveying to the City title to each of the Rumrill Property and the 23rd Street Property in accordance with the requirements of Section 4 of this Agreement.

Promptly following the LSA's delivery of the grant deeds, the City shall execute the acceptance thereof in each case, deliver the Purchase Price to the LSA and submit the grant deeds for recordation. It is the intent of the parties that the closing occur no later than thirty (30) days from the date of this Agreement.

Except as otherwise provided herein, insurance policies for fire or casualty, if any, are not to be transferred, and the LSA agrees to maintain all current fire or casualty policies in force until the City has accepted the grant deeds, at which time the LSA may cancel said policies.

4. Condition of Title. The LSA shall convey by grant deed to the City fee simple title to the Rumrill Property and the 23rd Street Property. Title shall be free and clear of all

recorded liens, encumbrances, covenants, assessments, easements, leases and taxes, except as may be approved by the City in writing.

5. As Is Physical Condition. The LSA shall provide the City with all information of which it has actual knowledge concerning the physical condition of the Rumrill Property and the 23rd Street Property, including, without limitation, information about any hazardous materials. The City agrees to purchase the Rumrill Property and the 23rd Street Property from the LSA in their current “as is” physical condition, with no warranties, express or implied, as to any of the following: (a) the physical condition of the properties; (b) the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any hazardous materials thereon or therein; or (c) any other matter affecting the properties.

6. Taxes and Assessments. Ad valorem taxes and assessments applicable to the Rumrill Property and the 23rd Street Property, if any, shall not be prorated.

7. Expenses. The LSA shall pay the costs of preparing and executing the grant deeds, notary fees, and any applicable state, county or city documentary transfer taxes, as well as any costs of obtaining reconveyances under encumbrances or removing clouds on the title.

8. Possession of the Rumrill Property and the 23rd Street Property. The Rumrill Property and the 23rd Street Property shall be conveyed to the City free and clear of any possession or right of possession by the LSA or any other person. The LSA warrants that, as of the date of this Agreement, no person or entity other than the LSA has any right to the occupancy or possession of either the Rumrill Property or the 23rd Street Property. The LSA further agrees and warrants that as and from the date of this Agreement, the LSA shall not rent, lease or otherwise permit the occupancy or possession of either the Rumrill Property or the 23rd Street Property by any other person or entity.

9. Permission to Enter on Property. Prior to the closing, the LSA grants to the City, its authorized officials, agents, employees, contractors and contractors’ employees the right of access to the Rumrill Property and the 23rd Street Property at all reasonable times for the purpose of inspecting those properties, obtaining data and making surveys and tests. All such work performed on the properties by the City shall be at the sole expense of the City. The City shall hold the LSA harmless for any injury or damages arising out of any activity pursuant to this Section 9.

10. Right of Termination by City Prior to Conveyance. In the event that the LSA does not tender conveyance of title to both the Rumrill Property and the 23rd Street Property in the manner, condition and time provided in this Agreement, and any such failure is not cured within thirty (30) days after written demand by the City, then this Agreement may, at the option of the City, be terminated as to the un conveyed property or properties by written notice thereof to the LSA.

11. Right of Termination by LSA Prior to Conveyance. In the event that the City does not pay the Purchase Price and take title to both the Rumrill Property and the 23rd Street Property under tender of conveyance by the LSA within the time provided in this Agreement, and any such failure is not cured within thirty (30) days after written demand by the LSA then this Agreement may, at the option of the LSA, be terminated as to the un conveyed property or properties by written notice thereof to the City.

12. Notices and Communications between the Parties. Formal notices, demands and communications between the City and the LSA shall be in writing and shall be personally delivered (including by means of professional messenger service), or sent by express or certified mail, postage prepaid, return receipt requested, or sent by facsimile transmission followed by delivery of a hard copy, and shall be deemed received upon the date of receipt thereof, and shall be addressed as follows:

City: City of San Pablo  
13831 San Pablo Avenue  
San Pablo, California 94806  
Attention: City Manager

LSA: San Pablo Local Successor Agency  
13831 San Pablo Avenue  
San Pablo, California 94806  
Attention: Executive Director

Written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate.

13. Conflicts of Interest. No member, official or employee of the City or the LSA shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member,

official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14. Binding on Successors. The terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

15. No New Encumbrances. After the date of execution of this Agreement by the LSA, the LSA shall not cause, allow or permit any new liens, encumbrances, easements or other exceptions to title to be created or placed against the Rumrill Property or the 23rd Street Property or any part thereof without the specific prior written approval of the City.

16. Non-Foreign Certification. The LSA shall execute a certification under penalty of perjury in the form of and upon the terms set forth in Exhibit C, attached hereto and incorporated herein by reference, setting forth the LSA's office address and certifying that the LSA is not a "foreign person" in accordance with and/or for the purpose of the provisions of Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

17. LSA Representations and Warranties. The LSA makes the following representations, warranties and indemnities for the benefit of the City:

- a. There are no outstanding contracts made by the LSA for any improvements on the Rumrill Property or the 23rd Street Property which have not been paid in full;
- b. There are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Rumrill Property or the 23rd Street Property; and
- c. No federal, state or local government, bureau, department, commission or agency, or any other person or entity, whether or not governmental in character, is required to permit the LSA to execute, deliver and perform under this Agreement; and

- d. The LSA owns good and marketable fee simple title to the Rumrill Property and the 23rd Street Property and has no knowledge of any unrecorded or undisclosed legal or equitable interest in either property.

Each representation and warranty above shall not merge with the delivery to the City of the grant deeds, is material and being relied upon by the City, is true in all respects as of the date of this Agreement, and shall be true in all respects on the date of delivery to the City of the grant deeds.

18. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties relating to acquisition of the Rumrill Property and the 23rd Street Property by the City. It integrates all the terms and conditions mentioned herein or incidental thereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

19. Time of Essence. Time is of the essence of this Agreement and of the transfer of title to the Rumrill Property and the 23rd Street Property provided for herein.

20. Attorneys' Fees. In the event that either the City or the LSA shall commence legal proceedings for the purpose of enforcing any provision or condition of this Agreement, or by reason of any breach arising under the provisions of this Agreement, then the prevailing party shall be entitled to reasonable attorneys' fees, which shall consist of the fees for services rendered by counsel, the fees for services of experts, and all other expenses incurred in connection with the action, including those expenses recoverable as allowable costs of suit under the applicable state or federal statute, and those attorneys' fees and costs incurred in executing upon or appealing any judgment, as well as all other expenses incurred during the course of the action.

21. California Law. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the City and the LSA have executed this Agreement as of the date first above written.

CITY OF SAN PABLO, a municipal corporation  
of the State of California

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_  
City Manager

“CITY”

SAN PABLO LOCAL SUCCESSOR AGENCY, a  
public body, corporate and politic, of the State of  
California

Dated: \_\_\_\_\_, 2016

By \_\_\_\_\_  
Executive Director

“LSA”

EXHIBIT A

MAP SHOWING RUMRILL PROPERTY AND 23RD STREET PROPERTY

[TO BE INSERTED]

EXHIBIT B

LEGAL DESCRIPTION OF RUMRILL PROPERTY AND 23RD STREET PROPERTY

[TO BE INSERTED]

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform the CITY OF SAN PABLO (the "Transferee") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended, ("Code") will not be required upon my transfer of certain real property to the Transferee, the undersigned (the "Transferor") hereby certifies the following:

1. The SAN PABLO LOCAL SUCCESSOR AGENCY ("LSA") is not a foreign seller for purposes of U.S. income taxation;
2. The LSA's taxpayer identification number is \_\_\_\_\_; and
3. The LSA's principal address is 13831 San Pablo Avenue, San Pablo, California 94806.

I understand that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement I have made herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Date: \_\_\_\_\_, 2016

By \_\_\_\_\_  
Executive Director

**NOTICE OF PUBLIC MEETING BY THE SAN PABLO OVERSIGHT BOARD TO CONSIDER THE PROPOSED SALE OF CERTAIN REAL PROPERTY BY THE SAN PABLO LOCAL SUCCESSOR AGENCY TO THE CITY OF SAN PABLO**

NOTICE IS HEREBY GIVEN that the San Pablo Oversight Board will hold a public meeting on Monday, October 17, 2016, at 12:00 pm in the City Council Chambers located at City Hall, 13831 San Pablo Avenue, San Pablo, California, to consider and act upon the proposed sale of certain real property located at 1411 Rumrill Boulevard, 1800 23<sup>rd</sup> Street and 1821 Powell Street in the City of San Pablo, California (together the "Sites"), by the San Pablo Local Successor Agency (the "LSA") for public use.

A proposed Acquisition Agreement ("Agreement") has been prepared that provides for the sale of the Sites by the LSA to the City of San Pablo. A more detailed description of the Sites and the terms of the sale and purchase are contained in the proposed Agreement. Copies of the proposed Agreement are on file for public inspection and copying for the cost of duplication at the Office of the City Clerk, located at City Hall, 13831 San Pablo Avenue, San Pablo, California, between the hours of 7:30 am and 6:00 pm, Monday through Thursday, exclusive of holidays.

Interested persons may submit written comments addressed to the San Pablo Oversight Board, 13831 San Pablo Avenue, San Pablo, California 94806, prior to the hour of 11:30 am on October 17, 2016.

Court challenges to any public hearing items may be limited to only those issues which are raised at the public hearing described in this notice or in written correspondence delivered to the Clerk of the Board (Deputy City Clerk) at or prior to the public hearing.

At the time and place noted above, all persons interested in the above matters may appear and be heard.

By: Lehny M. Corbin, Board Clerk  
Posted: 10/6/16

State of California )  
County of Contra Costa ) SS

I declare under penalty of perjury that I am employed by the City of San Pablo in the City Manager Dept. and that I posted the agenda on the bulletin boards in City Hall, 13831 San Pablo Ave., San Pablo, CA, on 10-6-16.

Date 10-6-16 Name Lehny M Corbin