

AGENDA ITEM NO.

COUNCIL MEETING

APPROVED BY

DEPARTMENT DIRECTOR

CITY MANAGER

October 17, 2006

FROM: JON RUIZ, Interim Public Works Director
Public Works Department

RANDALL COOPER, Director
Parks, Recreation and Community Services Department

BY: SCOTT L. MOZIER, PE, Assistant Public Works Director
Public Works Department, Engineering Services

SUBJECT: APPROVE AND ACCEPT A QUITCLAIM DEED FROM THE UNITED STATES OF AMERICA FOR APPROXIMATELY 47 ACRES OF LAND WITH IMPROVEMENTS AT 2021 SOUTH PEACH AVENUE

KEY RESULT AREA

One Fresno

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Quitclaim Deed from the United States of America for APN 473-030-07T encompassing 17.6 net acres and 481-020-29T/30T with 29.55 acres previously used as an agricultural research station by the Department of Agriculture, and
2. Authorize the City Manager to accept the Quitclaim Deed for recording purposes.

EXECUTIVE SUMMARY

On January 11, 2005, the City Council adopted Resolution No. 2005-12 authorizing the Director of Parks, Recreation and Community Services (PRCS) to acquire the former U.S. Department of Agriculture (USDA) field station property on the east side of Peach Avenue at the California Avenue alignment. Conditions precedent to the acquisition of the property have been met and recently the Federal government transmitted an executed Quitclaim Deed for the 47 acres of land.

The City of Fresno is to execute the Quitclaim Deed, record it, and transmit a certified copy back to the United State Department of Interior.

KEY OBJECTIVE BALANCE

Customer satisfaction will be advanced with the addition of new park space in the southeast Fresno area. Employee satisfaction is realized with the completion of the transfer of the properties. Financial management goals are reflected by the acquisition of land at a nominal cost.

BACKGROUND

On January 4, 2005, the City Council adopted Resolution 2005-12 authorizing the Director of Parks, Recreation and Community Services (PRCS) to submit an application to the U.S. Department of Interior for the acquisition of the former USDA Horticultural Crops Research Laboratory located on the east side of Peach Avenue at the California Avenue alignment. The General Services Administration had notified the City Manager's office by letter dated October 27, 2004, that the property had been declared surplus. The parcels are identified on the attached Exhibits "A" and "B".

Information provided with the October 27, 2004, letter noted that the buildings on the site do not meet current seismic standards, some buildings may be eligible for the National Historic Register. It was also suggested that asbestos and lead based paint may be found in some of the buildings and there could be PCBs in some electrical transformers on the property.

Resolution No. 2005-12 affirmed that the land would be used in perpetuity for public park or recreational purposes. It authorized the actions necessary to secure the transfer of the property subject to such exceptions, reservations, terms, covenants, agreements, conditions, and restrictions as the NPS and Federal disposal agency may require.

PRCS staff have reviewed the reports and have undertaken studies that have addressed environmental conditions and historical aspects on the property. Placement of any of the buildings on the National Historic Register is not being pursued at this time, however, a report concerning placement on the Local Register of Historic Resources will be forthcoming.

On September 18, 2006, Jonathan B. Jarvis, Regional Director, Pacific West Region of the National Parks Service signed the Quitclaim Deed attached hereto as Exhibit "C." A copy of the transmittal letter from David P. Siegenthaler of the Federal Lands to Parks Program is attached as Exhibit "D." He requests that the City of Fresno execute the Quitclaim Deed, record it and return a certified copy to his office.

The legal description for the property has been checked and approved by the Public Works staff and the Quitclaim Deed has been approved as to form by the City Attorney's Office.

FISCAL IMPACT

According to Federal appraisers, the value of the north parcel is \$387,000 and the value of the south parcels is \$739,000 for a total of \$1,126,000 or about \$24,000 per acre. As the property is

Report to the City Council
Approve and Accept Quitclaim Deed for Approximately 47 Acres of Land
With Improvements at 2021 South Peach Avenue
October 17, 2006
Page 3

being provided at no cost to the City of Fresno, there are no purchase funds due. However, the January 11, 2005, staff report suggested that up to \$1.4 million may be needed to maintain the site and begin development of the park uses.

JRR/RC/JH/SLM/DLB/eam
Apprv and Accept QC Deed S Peach Ave 101706

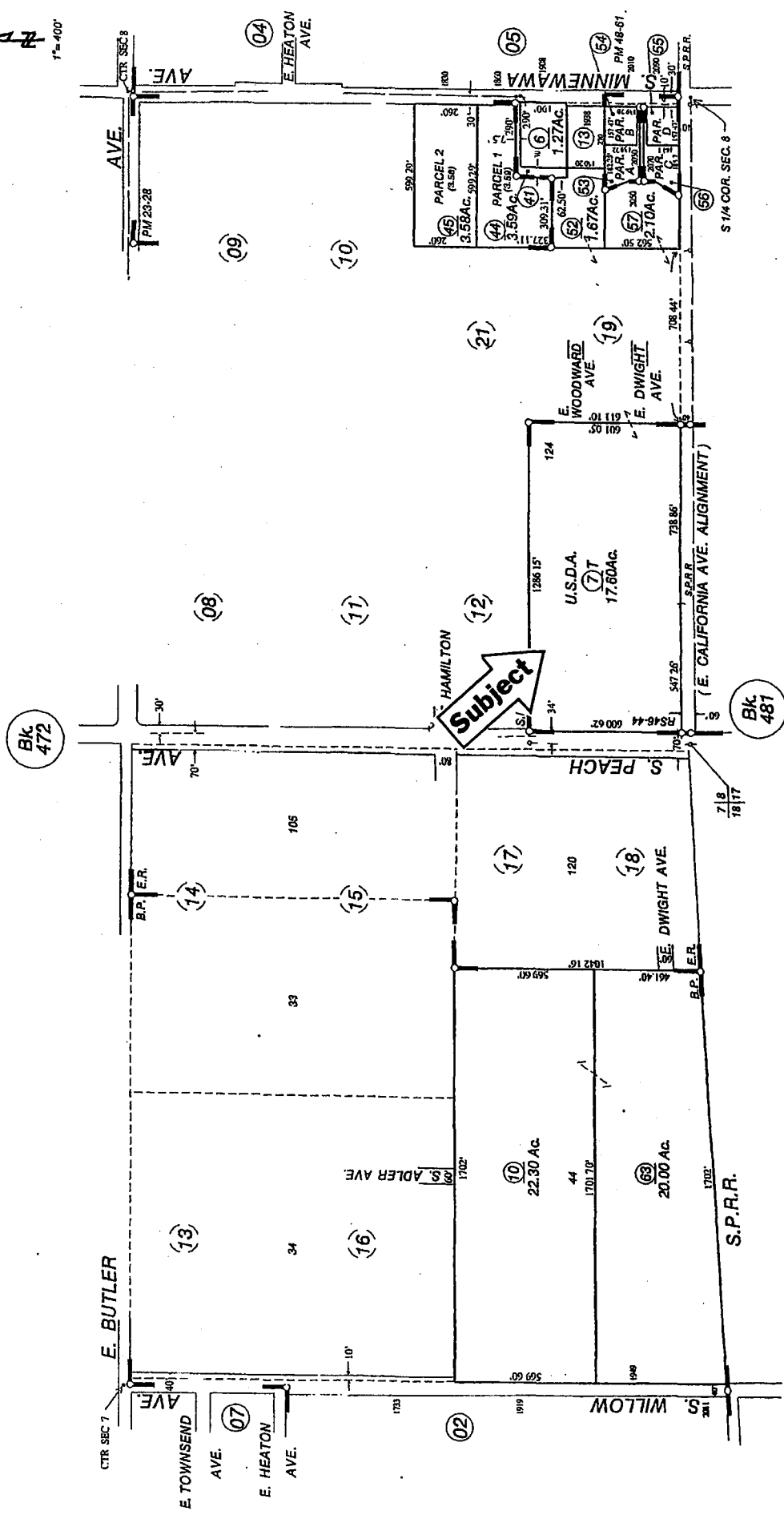
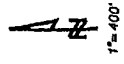
Attachment: Exhibit "A"
Exhibit "B"
Exhibit "C"
Exhibit "D"

473-03

Tax Rate Area
5-001
5-423
5-682
98-027

SUBDIVIDED LAND IN POR. SEC. 7 & 8, T.14S., R.21E., M.D.B. & M.

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



Subject

Assessor's Map Bk. 473 - Pg. 03
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Record of Survey - Bk. 46, Pg. 44

Easterby Rancho - Plat Bk. 2, Pg. 6
Butler Park - R.S. Bk. 3, Pg. 36
Parcel Map No. 3396, Bk. 23, Pg. 28
Parcel Map No. 87-13, Bk. 48, Pg. 61
Parcel Map No. 96-10, Bk. 57, Pg. 30

09-17-2004

EXHIBIT "A"

SUBDIVIDED LAND IN POR. SEC. 17 & 18, T.14S., R.21E., M.D.B.&M.

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

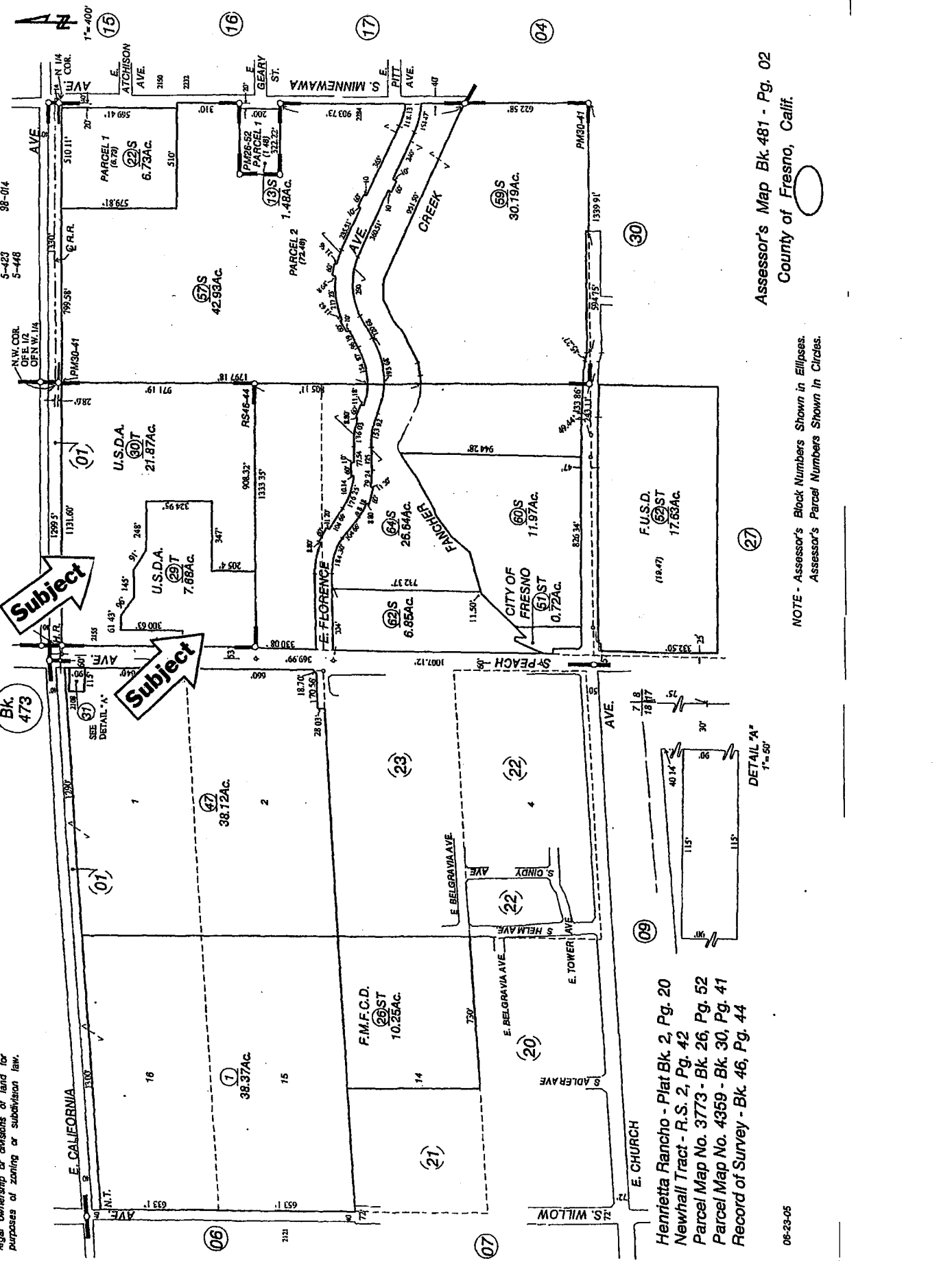
Tax Rate Area
5-046 5-556
5-423 98-014
5-448

481-02

Subject

Subject

Bk. 473



Henrietta Rancho - Plat Bk. 2, Pg. 20
Newhall Tract - R.S. 2, Pg. 42
Parcel Map No. 3773 - Bk. 26, Pg. 52
Parcel Map No. 4359 - Bk. 30, Pg. 41
Record of Survey - Bk. 46, Pg. 44

08-23-05

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 481 - Pg. 02
County of Fresno, Calif.

EXHIBIT "B"

Recording requested by:
City of Fresno
Public Works Department
No fee-Government Code Sections
6103 and 27383

When recorded mail to:
Public Works Department
2600 Fresno Street, Room 4019
Fresno, CA 93721-3623
Attention: Bruce Abbott

SPACE ABOVE THIS LINE FOR RECORDER'S USE

City of Fresno, CA
USDA Horticultural Crops Research
Laboratory (9-A-CA-1578)

QUITCLAIM DEED

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Director, National Park Service, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 337), as amended, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Fresno, California (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its heirs, successors and assigns, all Grantor's right, title and interest, subject to the reservations, warranties, covenants, conditions, and restrictions declared herein, "as is, where is" in and to four parcels of land containing approximately 47.15 acres and containing a portion of the Northwest Quarter of Section 17 and the Southwest Quarter of Section 8, Township 14 South, Range 21 East, Mount Diablo Base and Meridian as described as follows;

Parcel 1:

That portion of the Northwest Quarter of Section 17, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Northwest corner of said Section 17; thence Easterly, along the North line of Northwest Quarter a distance of 1,329.5 feet to the Northeast corner of the Northwest quarter of the Northwest Quarter of said Section 17; thence South 0°16' East, along the East line of the Northwest Quarter of the Northwest quarter of said Section 17, a distance of 970.5 feet to the Southeast corner of the land conveyed to E. Pusey Cain by deed recorded March 20, 1934 in Book 1327, Page 437, of Official Records; thence North 89°49' West 908.32 feet, more or less to the Southeast Corner of the land conveyed to Mabel C. Pool by deed recorded February 25, 1946, in Book 2356, Page 268 of Official Records said Point being 426 feet East of the West line of said Section; thence North along the East line of said Pool Land, a distance of 205.4 feet; thence South 89°09' East 347 feet; thence North 0°11' East 324.95 feet; thence North 89°29' West 248 feet; thence North 47°45' West 91 feet; thence North 89°39' West 145 feet; thence North 54°21' West 96 feet; thence North 88°26' West 61.43 feet; thence South 0°01 East 300.63 feet; thence North 89°13' west 174.0 feet to a Point on the West line of said Northwest Quarter of said Section 17; thence North along the west line of

said Northwest Quarter, a distance of 621.33 feet to the Point of Beginning.

Parcel 2:

That Portion of the Northwest quarter of Section 17, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Northwest corner of said Section 17; thence South along the West line of said Northwest Quarter, a distance of 621.3 feet to a point, said point being the Northwest corner of the land described in deed to Mabel C. Pool recorded February 25, 1946, in Book 2356, Page 268 of Official Records; thence South 89°13' East along the North line of said Pool land, a distance of 174 feet as the True Point of Beginning; thence South 89°13' East 163 feet; thence South 31°57' East 167.2 feet; thence South 89°09' East 347 feet; thence North 0°11' East, 324.95 feet; thence North 89°29' West 248 feet; thence North 47°45' West 91 feet; thence North 89°39' West 145 feet; thence North 54°21' West 96 feet; thence North 88°26' West 61.43 feet; thence South 0°01' East 300.63 feet, more or less, to the True Point of Beginning.

Parcel 3:

That Portion of Section 17, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, described as follows:

The West 426 feet of the North 310.44 feet of the South half of the Northwest quarter of the Northwest quarter of Section 17, Township 14 South, Range 21 East.

Together with the following described parcel: Commencing at the Northwest corner of the South half of the Northwest quarter of the Northwest quarter of said Section 17; thence Easterly, along the North line of the said South half of the Northwest quarter of the Northwest quarter of said section; 426 feet to a point; thence Northerly, Parallel with and 426 feet Easterly from the West line of said Northwest Quarter, a distance of 35.56 feet, to a point, thence Westerly 426 feet to a point on the West line of said Northwest Quarter which is 38.96 feet Northerly from the Point of Commencement; thence Southerly along the West line of said Northwest Quarter, a distance of 38.96 feet to the Point of Commencement.

Excepting therefrom the following described property:

Beginning at a point which is South 89°13' East 337.0 feet and 621.3 feet South from the Northwest corner of Said Section 17; thence South 31°57' East 167.2 feet to a point on the East line of the land conveyed to Mabel C. Pool by deed recorded February 25, 1946, in Book 2356, Page 268 of Official Records; thence North along the East line of said Pool land, a distance of 140.6 feet to the Northeast Corner thereof, thence North 89°13' West 89.6 feet to the Point of Beginning.

Parcel 4:

Commencing at the Southwest corner of Section 8, Township 14 South, Range 21 East Mount Diablo Base and Meridian, in the city of Fresno, County of Fresno, State of California, which Point is Further Designated as Being on the South Line of Malvoisie Avenue, as such Avenue is delineated on the Map of Easterby Rancho on file and of Record in Book 2 of Plats at Page 6 in the Office of the County Recorder of the County of Fresno, State of California; thence North 660.0 feet along the West line of said Section 8 to a point; thence North 89°16' East, 1,320 feet Parallel with the South line of said Section 8 to a point; thence South parallel with the West line of said Section 8, 660.0 feet to a point on the South line of said Section 8, which is also the South line of the said

Malvoisie Avenue; thence South 89°16 West 1320 feet along the South line of Section 8 (the South line of Malvoisie Avenue) to the point of Commencement; said land being a portion of Lot 124 of Easterby Rancho, as shown on the Map thereof recorded June 24, 1880, in Book 2, Page 6, of Plats in the Office of the County Recorder of Fresno County.

The hereinbefore described property is granted by the Grantor to the Grantee subject to any and all existing easements for streets, utility systems, rights-of-way, railroads, pipelines, sewer lines, conduits, flumes, ditches, and canals. The Grantor expressly reserves all oil, gas and mineral rights to the United States.

The Grantee by its acceptance of this deed does acknowledge its understanding of the provisions of this deed, and does covenant and agree for itself, and its heirs, successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in an amendment to an application submitted by the Grantee dated January 27, 2005, which program and plan may be amended from time to time at the written request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments will be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior approves in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However this provision shall not preclude the Grantee and its heirs, successors and assigns from using revenue or other bonds related to the use of the property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the property. Furthermore, this provision shall not preclude the Grantee from providing related recreation facilities and services compatible with the approved application though concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.
4. From the date of this conveyance, the Grantee, its heirs, successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.
5. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its heirs, successors and assigns, that; (1) any use, operation, program or activity on or related to the property conveyed by this Deed will be conducted in compliance with all Federal laws and regulations relating to nondiscrimination, including but not limited to the following laws and regulations as may be amended from time to time: (a) the regulations of the U.S. Department of the Interior at 43 CFR Part 17, (b) Title VI of the Civil Rights Act of 1964, (c) Title III of the Age Discrimination Act of 1975, (d) Section 504 of the Rehabilitation Act of 1973, and (e) the Architectural Barriers Act of 1968; (2) this covenant shall be subject in all respects to the provisions of said laws and regulations; (3) the Grantee, its heirs,

successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its heirs, successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its heirs, successors or assigns, is authorized to provide services or benefits on or in connection with the property, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its heirs, successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; (6) this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its heirs, successors and assigns; and (7) the Grantor expressly reserves a right of access to, and entrance upon, the above described property in order to determine compliance with the terms of this conveyance.

6. The Grantee, its heirs, successors and assigns, shall indemnify, defend, protect, save and hold harmless the Grantor, its employees, officers, attorneys, agents, and representatives from and against any and all debts, duties, obligations, liabilities, law suits, claims, demands, causes of action, damages, losses, costs, and expenses (including without limitation attorney fees and expenses, consultant fees and expenses, expert fees and court costs) arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to real or personal property or economic loss) that relates to the Grantee's failure to comply with the terms of this deed or from the use or occupancy of the property by the Grantee and/or the Grantee's successors and assigns, transferees, or agents.
7. In order to provide for the appropriate and orderly improvement of the subject property for park and recreation use the Grantee has proposed as an element of the Program of Utilization to provide for the preparation of a Park Master Plan. The Grantee covenants and agrees to provide for an environmental review of plans and proposals for the improvement of the property in accordance with the requirements of the National Environmental Policy Act and the associated guidelines of the National Park Service in coordination with similar requirements required under the California Environmental Quality Act. The Grantee covenants and agrees to provide for the preparation and submission of environmental analysis and public review as may be required by NPS guidelines prior to the implementation of any element of the program of utilization, or in association with the preparation of the proposed master plan or in the consideration of amendments to the program of utilization proposals submitted for review pursuant to Section 1.
8. Pursuant to Section 120(h)(4) of Comprehensive Environmental Response Compensation and Liability Act (CERCLA)[42 U.S.C. 9620] the United States, by the United States Department of Agriculture, Agricultural Research Service, determined based upon a review of available records no hazardous substances have been released, disposed of or stored for one year or more on said property in accordance with the regulations of the Environmental Protection Agency at 40 CFR, Part 373.
9. Pursuant to CERCLA Section 120(h)(4)(D)(i) the United States, by and through the by the United States Department of Agriculture, Agricultural Research Service covenants and warrants that any response action or corrective action found to be necessary by applicable regulatory authorities after the date of this deed regarding hazardous substances located on the property on the date of conveyance shall be conducted by the United States.
10. Pursuant to CERCLA Section 120(h)(4)(D)(ii) [42 U.S.C. 9620], the Grantor, by the through the United States Department of Agriculture, Agricultural Research Service and its officers, agencies,

City of Fresno, CA

USDA Horticultural Crops Research Laboratory (9-A-CA-1578)

Page 4 of 8

agents, employees, contractors and subcontractors, reserves a right of access to all portions of the property for environmental investigation, remediation, or other corrective action. This reservation includes the right of access to, and use of available utilities at reasonable cost to Grantor, its successors, assigns. These rights shall be exercisable in any case in which a response action, corrective action, or remedial action is found to be necessary after the date of this conveyance or in which access is necessary to carry out a remedial action or response action on adjoining property. Pursuant to this reservation, the United States of America and its respective officers, agencies, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the property and conduct investigations and surveys, to include drilling, test pitting, borings, data and records compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions required or necessary, including but not limited to installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with the record title owner and shall be performed in a manner which minimizes interruption with activities of authorized occupants.

11. The Grantee is hereby informed that asbestos containing materials (ACM) are believed to be present on the property. ACM is believed to be present in floor tiles, acoustical hanging ceilings, wallboard, joint tape and taping compound. The Grantee covenants and agrees, on behalf of its heirs, successors and assigns, that in its use and occupancy of the property, it will comply with all Federal, State and local laws relating to asbestos including relevant provisions of the Toxic Substances Control Act; (15 USC § 2641) and related regulations (40 CFR § 763.120-121) and Section 102-75.335 of the Federal Management Regulations (41 CFR § 102-75.335). The Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, its heirs, successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property, whether Grantee, its heirs, successors or assigns have properly warned or failed properly to warn the individual(s) injured.
12. Because selected improvements on the property were constructed prior to 1978, they are assumed to contain lead based paints, presenting an exposure risk to young children and pregnant women. The presence of lead based paints within these structures affects their use for residential purposes, including but not limited to non-dwelling facility use commonly used by children under 6 years of age (i.e. childcare center or playground). In the event buildings containing lead based paints are to be reused or rehabilitated, the Grantee covenants and agrees to take all necessary actions to evaluate and abate lead based paint hazards prior to the use of said buildings. The Grantee further covenants and agrees to adhere with all applicable federal, state, or local laws regarding lead based paint hazards as a part of any demolition or renovation of structures containing lead based paints and prior to occupancy or use of said structures for residential purposes, including non-dwelling facility use commonly used by children under 6 years of age. The Grantee further agrees to indemnify the United States, its agencies and employees from any liability arising by reason of the Grantee's failure to comply with these lead-based paint abatement requirements.
13. The Grantee covenants and agrees that it has inspected the herein described and quitclaimed property and is satisfied that the property is free of any hazardous substances or petroleum products or their derivatives. The Grantee, its heirs, successors and assigns and every successor in interest to all or any part of the property shall indemnify, protect, defend, save, and hold harmless the Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, law suits, cost associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, attorney fees, and expenses and court costs) in any way related

to, connected with, and/or arising out of discovery of any hazardous substance(s) or petroleum products or their derivatives which may have contaminated the hereinabove conveyed property after the date of this Quitclaim deed, including but not limited to any environmental response action, corrective action or remediation action.

14. The Grantee acknowledges that the said property is located within six nautical miles of a public airport and covenants and agrees to obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration (FAA) in accordance with 14 CFR Part 77, or under the authority of the Federal Aviation Act of 1958, as amended, prior to initiating any construction or alteration on said property.
15. The subject property has been determined to lie within a 100-year floodplain. The Grantee further covenants and agrees to comply with the Clean Water Act, as such may be amended, Executive Order 11990 (May 24, 1977) for Protection of Wetlands, and Executive Order 11988 (May 24, 1977) for Floodplain Management, including compliance with Federal, State, and local wetlands and floodplain regulations, where and to the extent said Act and Executive Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Act and Executive Orders.
16. In the event that there is a breach by the Grantee, its heirs, successors or assigns, of any of the conditions and covenants, whether caused by the legal or other inability of the Grantee, its heirs, successors or assigns, to perform said conditions and covenants, the Grantor will give written notice, with a reasonable time stated therein, that the Grantee shall eliminate, rectify, or cure said breach. Upon failure to eliminate, rectify, or cure said breach within the time set forth in the notice, all right, title, and interest in and to all or any portion of said premises shall, at Grantor's option, revert to and become the property of the Grantor. In addition to all other remedies for such breach, the Grantee, its heirs, successors and assigns, at the Grantor's option, shall forfeit all right, title, and interest in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.
17. The failure of the Grantor to require in any one of more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment or such future performance, but obligation of the Grantee, its heirs, successors and assigns, with respect to such future performance shall continue in full force and effect.
18. The National Park Service and any representative it may so delegate shall have the right of entry upon said premises at all reasonable times to conduct inspections of the property for the purposes of evaluating the Grantee's compliance with the terms and conditions of the conveyance.
19. The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its heirs, successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards contained in the Federal Property Management Regulations prescribed by the General Services Administration in 41 CFR Part 101-47.4913 in effect as of the date of this deed.
20. The covenants, conditions, and restrictions set forth herein are intended to be covenants running with the land in accordance with all applicable law and shall burden and run with the property conveyance by this deed and every part thereof or interest therein, and shall be binding on Grantee, its successor(s) and assign(s), and every successor in interest to all or any part of the property, and shall benefit Grantor and Grantor's successor(s) and assign(s).

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

City of Fresno, California

By _____

Date _____

(COUNTY OF FRESNO)
) SS
(STATE OF CALIFORNIA)

On this ____ day of _____, 2006, before me, the undersigned notary, the subscriber, personally appeared and being the duly authorized official of the City of Fresno, California and known to me to be the same person described herein and who executed the foregoing acceptance of said on behalf of the City of Fresno, California, for the purposes and uses therein described.

Witness my hand and official seal.

NOTARY PUBLIC

State of California)
County of Fresno)

On _____ before me, _____
DATE NAME

Notary Public, personally appeared, _____
NAME(S) OF SIGNER(S)

personally known to me - **OR** - 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.

WITNESS my hand and official seal

SIGNATURE OF NOTARY

OPTIONAL SECTION

TOP OF THUMB

INDIVIDUAL(S)
 CORPORATE OFFICER(S)

TITLE(S)
 PARTNERS LIMITED
 GENERAL
 ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIANSHIP/CONSERVATOR
SIGNER IS REPRESENTING
NAME OF PERSON(S) OR ENTITY(IES)

TOP OF THUMB

FOR CITY OF FRESNO USE ONLY

CERTIFICATE OF ACCEPTANCE (Officer)

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed hereby is accepted by the undersigned officers on behalf of the Council of the City of Fresno pursuant to authority conferred by Resolution No. 92-219A of said Council, adopted June 9, 1992 and the grantee consents to the recordation thereof by its duly authorized officer.

Public Works Director
ACCEPTED:

By: _____ Date: _____
DEPUTY

FEE TITLE ACCEPTANCE (Officer)
City Manager

By: _____ Date: _____
DEPUTY

CERTIFICATE OF ACCEPTANCE (Council)

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed by this instrument to the City of Fresno, a municipal corporation, is hereby accepted by order of the Council of the City of Fresno made on the date hereafter set forth and the grantee consents to the recordation thereof by its duly authorized officer.

Item No./Reso. No. _____

Date of Council Order: _____

City Clerk

By: _____ Date: _____
DEPUTY

APPROVED AS TO FORM:

City Attorney

By: _____ Date: 9-26-06
DEPUTY

RECOMMENDED FOR ACCEPTANCE:

By: Alan James

Title: SUPERVISING ENGR. TECH,

Date: 9/26/06

Log No. 2006-235 Drawing No. N/A

CHECKED:

By: David A. Cohen

Title: Land Surveyor

Date: 9-26-06



United States Department of the Interior

NATIONAL PARK SERVICE
Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807



IN REPLY REFER TO:
L3217(PWR-PP)

September 20, 2006

Mr. Randall Cooper
Director, Parks, Recreation and Community Services Department
City of Fresno
City Hall Annex
2326 Fresno Street, Room 101
Fresno, California 93721-1824

Reference: USDA Horticultural Crops Research Laboratory; Fresno, California
GSA Control Number: 9-A-CA-1578

Dear Mr. Cooper:

We are pleased to enclose a quitclaim deed that conveys the surplus Federal real property referenced above to the City of Fresno at 100 percent public benefit discount for public park and recreational use pursuant to 40 U.S.C. § 550 (e). The General Services Administration has estimated that the value of the North Parcel is \$387,000.00 and the value of the South Parcel is \$739,000.00. Please review the deed for accuracy and note the terms and conditions of the conveyance.

The City of Fresno will be responsible for complying with the terms and conditions of the deed in *perpetuity*. According to the deed, the property is to be developed and used according to the Program of Utilization which was submitted to the National Park Service as part of the City of Fresno's application to acquire the property dated January 2005. To complete the conveyance, please execute, record, and return a certified copy of the *executed* deed to this office at your earliest convenience.

We appreciate your interest and cooperation in preserving this property for the public's use and enjoyment through the Federal Lands to Parks program. We hope it will be a valued asset to your community. If you have any questions, please call me at (510) 817-1324.

Sincerely,

David P. Siegenthaler
Program Manager
Federal Lands to Parks Program

Enclosure

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EXHIBIT "D"