

**YUBA COUNTY COUNTYWIDE OVERSIGHT BOARD  
FOR REDEVELOPMENT SUCCESSOR AGENCIES MEETING**

Yuba County Government Center  
915 Eighth Street, Board Chambers  
Marysville, CA 95901

**SPECIAL MEETING  
OCTOBER 16, 2020 – 11:00 A.M.**

In Compliance with California Executive Orders N-25-20 and N-29-20 members of the Countywide Board for Redevelopment Successor Agencies and members of the public will participate in this meeting via Zoom. The meeting information is as follows:

Join Zoom Meeting

<https://us02web.zoom.us/j/83101022960?pwd=QnFZNDRhTGtnN1ppeXFiWFcvbDlFUT09>

Meeting ID: 831 0102 2960

Passcode: 187646

Or by telephone: 1-669-900-9128

Meeting ID: 831 0102 2960

Passcode: 187646

During this period of modified Brown Act Requirements, we will use best efforts to swiftly resolve requests for reasonable modifications or accommodations with individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt whatsoever in favor of accessibility.

A. ROLL CALL: Directors: Violette Begley, Dennise Burbank, Doug Lofton, Kuldeep Kaur, Mike Solley, and Jennifer Styczynski

B. ELECTION OF OFFICERS

C. ACTION ITEM:

1. Approve meeting minutes of January 28, 2020
2. Acknowledge the Disposition Strategy for Marysville Successor Agency properties assigned for sale under the Marysville Long Range Property Management Plan.

D. ADJOURN

**YUBA COUNTY COUNTYWIDE OVERSIGHT BOARD  
FOR REDEVELOPMENT SUCCESSOR AGENCIES MEETING**

**JANUARY 28, 2020 – MINUTES**

**ADJOURNED TO JANUARY 31, 2020 AT 8:30 A.M.**

The Board of Directors met in regular session on the above date, commencing at 8:30 a.m., within the Government Center, Marysville, California, with a quorum being present as follows: Directors Violette Begley, Mazie Brewington, Dennise Burbank, Doug Lofton, Jennifer Styczynski Also present was Clerk of the Board of Supervisors Rachel Ferris and Deputy County Counsel Sims Ely. Chair Burbank presided

A. ROLL CALL: Directors: Violette Begley, Mazie Brewington, Dennise Burbank, Doug Lofton, Jennifer Styczynski

B. ELECTION OF CHAIR AND VICE CHAIR

MOTION: Move to elect Director Burbank Chairman

MOVED: Lofton SECOND: Styczynski

AYES: Begley, Brewington, Burbank, Lofton, Styczynski

NOES/ABSENT/ABSTAINED: None

MOTION: Move to elect Director Lofton Vice Chairman

MOVED: Lofton SECOND: Begley

AYES: Begley, Brewington, Burbank, Lofton, Styczynski

NOES/ABSENT/ABSTAINED: None

C. PUBLIC COMMENT: None.

D. ACTION ITEMS:

1. Approve minutes of January 22, 2019.

MOTION: Move to approve

MOVED: Lofton SECOND: Begley

AYES: Begley, Brewington, Burbank, Lofton, Styczynski

NOES/ABSENT/ABSTAINED: None

2. Adopt resolution approving the Recognized Obligation Payment Schedule and Administrative Budget for the period covering July 1, 2020, through June 30, 2021, pursuant to Health and Safety Code Section §34177 and authorizing its transmission to the Department of Finance. (For the City of Marysville) Auditor Richard Eberle recapped and responded to Board inquiries.

MOTION: Move to adopt

MOVED: Lofton SECOND: Brewington

AYES: Begley, Brewington, Burbank, Lofton, Styczynski

NOES/ABSENT/ABSTAINED: None

Adopted Resolution No. 2020-01

3. Adopt resolution approving the Recognized Obligation Payment Schedule and Administrative Budget for the period covering July 1, 2020, through June 30, 2021 pursuant to Health and Safety Code Section §34177 and authorizing its transmission to the Department of Finance. (For the County of Yuba) Public Works Deputy Director Dan Peterson recapped debt repayment schedule and responded to Board inquiries.

Auditor Rich Eberle recapped background and formula used by the Department of Finance for repayment of loan.

In response to direct inquiry it was noted the total outstanding debt or obligation was listed as \$84,591. Mr. Peterson indicated the correct amount is \$847,591 and would provide an updated spreadsheet.

MOTION: Move to adopt as amended

MOVED: Lofton SECOND: Brewington

AYES: Begley, Brewington, Burbank, Lofton, Styczynski

NOES/ABSENT/ABSTAINED: None

Adopted Resolution No. 2020-02

D. BOARD AND STAFF REPORTS: None

F. ADJOURN: 8:48 a.m.

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Chair

ATTEST: RACHEL FERRIS  
CLERK OF THE BOARD OF SUPERVISORS

Approved: \_\_\_\_\_

## **Report to the Yuba County Oversight Board**

**Date**     **October 14, 2020**

**To:**       **Yuba County Oversight Board**

**From:**   **Christian Sachs, Chief of Police/Acting Community  
Development Director City of Marysville**

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### **OVERSIGHT BOARD AGENDA STAFF REPORT**

**Subject:**                      Acknowledge the Disposition Strategy for Marysville  
Successor Agency properties assigned for sale under the  
Marysville Long Range Property Management Plan.

**Recommendation:**        No action is required. The purpose of this item is to inform the  
Oversight Board of actions proposed by the Marysville  
Successor Agency to dispose of former Redevelopment  
Agency properties at less than appraised market value.

**Fiscal Impacts:**            Future receipt of funds from the disposition of  
Successor Agency assets will first pay down the  
Recognized Obligation Payments Schedule (ROPS) which  
is a listing of enforceable obligations of the former  
Marysville RDA that was approved by the Oversight  
Board. Remaining assets will be distributed to the various  
taxing entities at current property tax distribution rates.  
Once on the tax rolls, the properties will generate  
property tax for various taxing entities

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### **BACKGROUND:**

On May 8, 2015 the Department of Finance (DOF) approved the amended Long-Range Property Management Plan (LRPMP) and the disposition of all the properties listed on that plan. On September 14, 2015 the Oversight Board

approved the City's request to use a real estate broker and pay real estate commissions for the sale of Marysville Redevelopment Agency assets. In May of 2016 the Marysville Successor Agency contracted for an appraisal and listed the subject properties for sale with Coldwell Banker.

The list of properties included in the LRPMP and the appraised value is included on the attached matrix. The Agency sold properties number 1 and 10 on the attached list. Proceeds from that sale were assigned to the ROPS. Three other properties were transferred to the City in compliance with the LRPMP. No offers were received on the remaining properties.

Health and Safety Code 4177 (e) provides that the Agency dispose of assets expeditiously and in a manner aimed at maximizing value. Proceeds from asset sales are first paid toward the ROPS and the remainder is transferred to the county auditor-controller for distribution as property tax proceeds under Section 3418. However, nothing in the Redevelopment Agency wind down legislation precludes and agency from selling assets for less than fair market value; only that the proceeds first pay the ROPS and then flow to the taxing entities.

In this instance the Marysville Successor Agency has made diligent efforts to sell the properties at market value and several properties remain underperforming assets of the Agency. The City is anxious to dispose of these properties. The City Council/Successor Agency directed city staff to offer the properties to adjacent property owners and others to dispose of the properties and return them to the tax rolls. The Council/Agency indicated that it may want performance surety for properties sold at a discount to assure highest use and maximum tax generation.

The Agency has now solicited and received various Letters of Intent to purchase many of the remaining properties, most at less than the 2016 appraised value. The City/Agency is now moving forward with the sale of the remaining assets and wanted to advise the Oversight Board that the sales price may be less than previously appraised value. The attached spreadsheet shows the letters of intent received by the City and proposed purchase prices. The Marysville Successor Agency has largely paid down the ROPS so most of the sales price will flow to the taxing entities.

There may be a delay in sales proceeds for some of the properties as the City/Agency may execute performance agreements such as "Purchase and Sales

Agreements” or “Exclusive Right to Negotiate Agreements” to assure the property assets will be used to their potential.

**Recommendation**

The purpose of this item is to advise the Oversight Board of the Marysville Successor Agency’s intent to dispose of the subject properties at less than appraised value so that the assets can perform to their potential and generate property tax.

Attachments:

- 1) Marysville Successor Agency RDA properties for disposal

Wednesday, September 23, 2020

Chris Sachs

Marysville Chief of Police

This is a letter of intent to purchase the property at 308 C Street, Marysville.

Parcel APN – 010-242-020-000

This lot will be used for construction to add to the new building to be constructed at the 301 C Street (Nakagawa's location).

The offer for the property is \$23,000.

Thank you for your consideration,

Weldon Bell and Sandra Adams

September 21, 2020

Chief Chris Sachs

I, Loran R. Perkins, submitting this letter of interest on purchasing two Marysville properties:

APN 010-300-039-000

APN 010-300-041-000

Intent to purchase #APN 010-300-039-000 for \$1,350.00

#APN 010-300-041-000 for \$1,410.00

Purchasing puts back on the tax rolls.

A handwritten signature in cursive script that reads "Loran R. Perkins".

Loran R. Perkins

P.O. Box 1130

Marysville, CA 95901

(530) 742-6959



## Chris Sachs

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**From:** Randy Mitchell <1realbarber@gmail.com>  
**Sent:** Wednesday, September 16, 2020 2:45 PM  
**To:** Chris Sachs

APN - 010-242-019-000

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

To whom it may concern. My name is Randy Mitchell owner of UpperCut Barber Shop at 305 3rd street Marysville ca. I am interested in purchasing the property at 307 3rd street between C&D street next to my Barber Shop. I would like to offer \$12,500 that would be approximately \$4.00 sft . I have been keeping this parking lot up for many years with keeping the weeds cut and trash picked up . I appreciate your time and consideration in this matter. Thank you

Wednesday, September 23, 2020

Chris Sachs

Marysville Chief of Police

This is a letter of intent to purchase the property at 307 C Street, Marysville.

Parcel APN – 010-242-019-000

This lot will be used for parking for the building to be constructed at the 301 C Street (Nakagawa's location).

The offer for the property is \$12,000.

Thank you for your consideration,

Weldon Bell and Sandra Adams



Letter of Intent

Joseph Ferrie & Meigan Soo  
330 1st Street  
Marysville, CA 95901  
[SDSMarysville@gmail.com](mailto:SDSMarysville@gmail.com)

Chief Christian Sachs  
City of Marysville  
526 C Street  
Marysville, California

Dear Chief Christian Sachs,

Meigan and I, write you this letter in hopes of becoming a more permanent fixture to the downtown Marysville area. Currently, we lease the building at 330 1st Street, where we own and operate Silver Dollar Saloon Marysville.

This is a letter of intent to purchase the land at 304 D street, with 1,302 square feet, APN 010-233-010-000. Along with, 302 D street/407 3rd Street, with 5,110 square feet, APN 010-233-011-000.

For both lots mentioned above, we are prepared to offer \$45,000.

We envision development of this land into a two or three story building, with a family restaurant and banquet facility. With the success of our possible course of action, we will be increasing foot traffic, drawing more business to D street, and becoming a destination for surrounding areas to visit.

We appreciate your consideration and look forward to being a part of Marysville's rich history.

Sincerely,

Joseph Ferrie

A handwritten signature in black ink, appearing to read "Joe Ferrie", is written over the printed name.

530.701.0998  
Owners/Operators  
SDS Marysville, LLC



# **CITY OF MARYSVILLE**

526 "C" Street • P.O. Box 150 • Marysville, CA 95901 • (530)749-3902 • Fax (530)749-3991

## **MARYSVILLE COMMUNITY DEVELOPMENT AGENCY LOTS FOR SALE IN MARYSVILLE**

The City of Marysville will accept offers for the purchase of two vacant lots located at 1<sup>st</sup> Street between C Street and Oak Street. Offers will be accepted until 4:30 p.m., May 29, 2020.

Parcel Number: 010-300-041-000  
Legal Description: W1/4 Lot 4 Blk 1 RGE D  
Lot Square Footage: 2,829  
Asking Price: \$13,200

Parcel Number: 010-300-039-000  
Legal Description: PTN Lot 4 Blk 1 RGE D  
Lot Square Footage: 1,953  
Asking Price: \$10,600

Offers must include the name of the purchaser, contact information, proposed purchase price, and a non-binding letter of intent and be delivered to:

City of Marysville  
City Services Department  
526 C Street  
Marysville, CA 95901



© 2015 ParcelQuest www.parcelquest.com (888) 217-8999

Property 1: Parcel Number 010-300-041-000

Property 2: Parcel Number 010-300-039-000



LIST 0

DETAIL

<input checked="" type="checkbox"/>		Co	APN	Owner	S Street Address	S City State Zip	S City State Zip
<input checked="" type="checkbox"/>	1	YUB	010-300-041-000	MARYSVILLE COMMUNITY DEVELOPMENT AGENCY		MARYSVILLE CA 95901	MARYSVILLE CA 95901
<input checked="" type="checkbox"/>	2	YUB	010-300-039-000	MARYSVILLE COMMUNITY DEVELOPMENT AGENCY		MARYSVILLE CA 95901	MARYSVILLE CA 95901

# COMMERCIAL & INVESTMENT SALES

June, 26, 2020

Glenn Houston and Justin Carmichael  
JCGH Properties a California General Partnership  
381 Wilder Ave.  
Yuba City, California 95993

RE: Letter of Intent  
APNs 010-282-002-000 & 010-282-003-000  
302 2<sup>nd</sup> St & 308 2<sup>nd</sup> St. Marysville, California 95901

To the city of Marysville,

I am pleased to present the following offer, which outlines some of the basic terms and conditions under which JCGH Properties and/or Assigns ("Buyer") would propose to enter into Purchase Sale Agreement negotiations with the City of Marysville and/or Marysville Community Development Agency.

**Property:** APNs 010-282-002-000 & 010-282-003-000  
302 2<sup>nd</sup> St & 308 2<sup>nd</sup> St. Marysville, California 95901

**Purchase Price:** Thirty-Five Thousand Dollars (\$35,000).

**Deposit:** Five Thousand Dollars (\$5,000.00) within three (3) days of mutually accepted Purchase and Sale Agreement.

**Opening of Escrow:** Upon full execution of the PSA, Buyer will open escrow with First American Title Company in Yuba City, CA ("Escrow Holder") by placing with Escrow Holder the Deposit and the fully executed PSA.

**Contingency period:** Buyer shall have thirty days (30) days to complete all due diligence and inspections.  
30

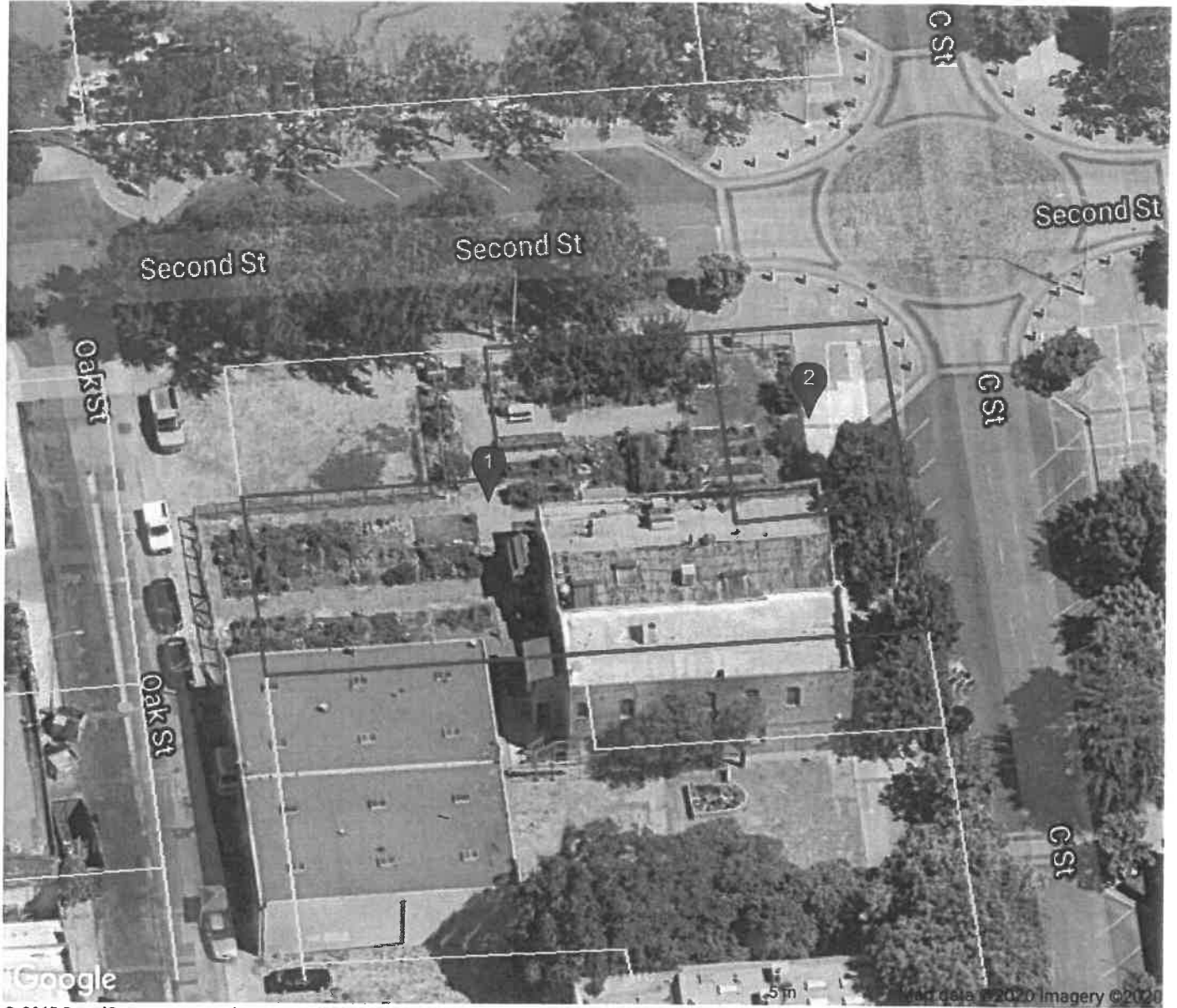
**Term:** Close of escrow shall occur thirty (30) days after removal of all time periods.

**Costs & Fees:** Fees shall be customary for this county.

**Expiration:** This Offer expires Wednesday, July 1, 2020.



This non-binding letter of intent is intended solely as a preliminary expression of general intent and interest and is to be used for general discussions purposes only; it is neither an offer, an acceptance nor a contract. The parties hereby agree that this non-binding letter of intent does not create any agreement, obligations, rights, duties, or otherwise by either party to negotiate a Purchase Sale Agreement and/or to continue or further discuss or negotiate a Purchase Sale Agreement. The parties shall have absolutely no contractual duties to one another, and the parties expressly agree and acknowledge that no implied covenants attach to this non-binding letter of intent, including but not limited to the implied covenant of good faith and fair dealing. Only upon the full and final execution and delivery of a Purchase Sale Agreement will any obligations attach with respect to the Purchase Sale Agreement outlined in this non-binding letter of intent.

**THE UNDERSIGNED BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LETTER OUTLINING THE BUSINESS TERMS AND CONDITIONS AND AGREES TO ACCEPT THEM, PROVIDED, HOWEVER, THAT IT CLEARLY UNDERSTOOD THAT THIS LETTER IS NOT NOR SHALL BE CONSIDERED BINDING UPON EITHER PARTY AND THAT ONLY A FULLY EXECUTED**





LIST 0  
DETAIL

		Co	APN 	Owner	S Street Address	S City State Zip
	1	YUB	010-282-002-000	MARYSVILLE COMMUNITY DEVELOPMENT AGENCY	308 2ND ST	MARYSVILLE CA 95901
	2	YUB	010-282-003-000	MARYSVILLE COMMUNITY DEVELOPMENT AGENCY	302 2ND ST	MARYSVILLE CA 95901

# COMMERCIAL PURCHASE LETTER OF INTENT

Daniel Flores  
867 Murray Ct.  
Yuba City, CA 95991  
530-682-1900  
danflores@cambridge.edu

Effective Date: 04/30/2020

Jonathan Wright-Community Services Director, City of Marysville  
526 C St.  
Marysville, CA 95901  
530-749-3902  
jwright@marysville.ca.us

## RE: Intent to Purchase Commercial Property

This commercial purchase letter of intent (the "Letter of Intent") represents the basic terms for an agreement between the Buyer and Seller. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the Parties involved.

**I. The Buyer:** Daniel Flores (the "Buyer").

**II. The Seller:** City of Marysville (the "Seller").

**III. Property Address:** 209 3rd St., Marysville, CA 95901 (the "Property"). Additional Description: APN: 010-244-011-000

**IV. Purchase Price:** The Buyer shall purchase the Property for Nineteen Thousand Five Hundred Dollars (\$19,500.00) (the "Purchase Price").

**V. Purchase Terms:** Payment of the Purchase Price shall be made in the following manner: Cash Payment.

**VI. Bank Financing:** The Buyer has made it known that their ability to purchase the Property is ☐ conditional ☒ not conditional on their ability to obtain financing. If the purchase is conditional on financing, it shall be under the following terms: N/A.

**VII. Closing:** The Closing shall occur on May 31, 2020, or earlier by mutual agreement (the "Closing"). Any extension to the Closing must be agreed upon in writing by the Buyer and Seller.

**VIII. Closing Costs:** All costs associated with the Closing shall be the responsibility of ☒ the Buyer ☐ the Seller ☐ both Parties bearing their own expenses.

**IX. Possession:** Possession of the Property shall be given on May 31, 2020, or earlier by mutual agreement (the "Possession"). Any extension to the Possession must be agreed upon in writing by the Buyer and Seller.

 Initial





LIST 1  
DETAIL

1 Property Address: 209 3RD ST MARYSVILLE CA 95901-5901

## Ownership

County: **YUBA, CA**  
Assessor: **STEPHEN DUCKELS, ASSESSOR**  
Parcel # (APN): **010-244-011-000**  
Parcel Status: **ACTIVE**  
Owner Name: **MARYSVILLE COMMUNITY DEVELOPMENT AGENCY**  
Mailing Address: **CITY HALL MARYSVILLE CA 95901**  
Legal Description: **PT L-8 BL-4 RGE C**

## Assessment

Total Value:	Use Code:	<b>940</b>	Use Type:	<b>GOVERNMENT</b>
Land Value:	Tax Rate Area:	<b>001-005</b>	Zoning:	<b>C-3</b>
Impr Value:	Year Assd:	<b>2020</b>	Census Tract:	<b>401.00/5</b>
Other Value:	Property Tax:		Price/SqFt:	
% Improved:	<b>0%</b>	Delinquent Yr:		
Exempt Amt:	HO Exempt:	<b>N</b>		

## Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:				<b>07/05/1978</b>
Document Number:				<b>1978R6710292</b>
Document Type:				
Transfer Amount:				
Seller (Grantor):				

## Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres:	<b>0.056</b>	Spaces:
Lot SqFt:	<b>2,455</b>	Garage SqFt:
Year Built:		Timber Preserve:
Effective Year:		Ag Preserve:



222 3rd Street, Marysville, CA 95901  
Phone (530) 742-7134 Fax (530) 742-8108

## LETTER OF INTENT

222 3<sup>rd</sup> Street  
Marysville, CA 95901

May 13, 2020

Jonathan Wright  
Community Development Director  
City of Marysville  
526 C Street  
Marysville, CA 95901

Dear Jonathan,

This letter is written as a reply to the purchase of parcels, 010-284-023-000 and 010-284-029-000, on Elm Street, between 1<sup>st</sup> and 2<sup>nd</sup> Streets in Marysville, California.

Per our conversation, it is my intent on behalf of Frank M. Booth, Inc. to purchase both parcels (mentioned above). Frank Booth is requesting to buy both parcels at \$4.00 per sq. ft. at a total of \$14,760.

Should you have any questions, please do not hesitate to email or call.

Thank you,

A handwritten signature in dark ink, appearing to read "Mary Langsdorf", is written over the typed name and title.

Mary Langsdorf  
Administrative and Systems Manager  
(530) 749-3747  
maryh@frankbooth.com



☒ 1 Property Address: MARYSVILLE CA 95901

## Ownership

County: **YUBA, CA**  
 Assessor: **STEPHEN DUCKELS, ASSESSOR**  
 Parcel # (APN): **010-284-029-000**  
 Parcel Status: **ACTIVE**  
 Owner Name: **MARYSVILLE COMMUNITY DEVELOPMENT AGENCY**  
 Mailing Address: **P O BOX 150 MARYSVILLE CA 95901**  
 Legal Description: **PT L-2 BL-3 RGE-C**

## Assessment

Total Value:	Use Code:	<b>940</b>	Use Type:	<b>GOVERNMENT</b>
Land Value:	Tax Rate Area:	<b>001-005</b>	Zoning:	<b>C-3</b>
Impr Value:	Year Assd:	<b>2020</b>	Census Tract:	<b>401.00/5</b>
Other Value:	Property Tax:		Price/SqFt:	
% Improved:	<b>0%</b>	Delinquent Yr:		
Exempt Amt:	HO Exempt:	<b>N</b>		

## Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:				<b>01/31/1985</b>
Document Number:				<b>1985R8450288</b>
Document Type:				
Transfer Amount:				
Seller (Grantor):				

## Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres:	Spaces:	Site Influence:
Lot SqFt:	Garage SqFt:	Timber Preserve:
Year Built:		Ag Preserve:
Effective Year:		

## **Letter of Intent for Purchase of Commercial Real Estate**

**THIS LETTER OF INTENT** (the “Document”) made as of this 28th day of September 2020 (the “Execution Date”),  
**BETWEEN:**

Kanitra Simmons and Will Simmons of 1529 Buckskin Way, Olivehurst, CA 95961, Yuba County and,  
Ybarra Consulting Services, 322 1st Street, Marysville, CA, Yuba County  
(the “Buyers”)

**-AND-**

City of Marysville, CA and,  
State of California Department of Finance  
(individually the “Seller” and collectively the “Sellers”)

### **BACKGROUND:**

- A. The Sellers are the owners of commercial property that is available for sale.
- B. The Buyers wish to purchase commercial property from the Sellers.

This Document will establish the basic terms to be used in a future real estate contract for sale (“the Contract”) between the Sellers and the Buyers. The terms contained in this Document are not comprehensive and it is expected that additional terms may be added, and existing terms may be changed or deleted. The basic terms are as follows:

#### **Non-Binding**

- 1. This Document does not create a binding agreement between the Buyers and the Sellers and will not be enforceable. Only the contract, duly executed by the Buyers and the Sellers, will be enforceable. The terms and conditions of the Contract will supersede any terms and conditions contained in this Document . The Buyers and the Sellers are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

#### **Transaction Description**

- 2. The lot (the “Property”) that is the subject of this Document is located at:
  - Lot 11, No Site Address, South of 1st Street between C and Oak
- 3. The legal land description for the Property is:
  - Parking Lot, APN 010-300-039-000, Lot size: 1,929 sq. ft.

#### **Purchase Price**

- 4. The Buyers offer to pay to the Sellers the amounts of \$3,858.00 USD for the Property on or before the closing date as final payment in full for the Property.
- 5. The Buyers will take possession of the Property on the closing date.



### **Real Property Disclosure**

6. The Sellers do not know of any material facts that would affect the value of the Property, except that of which is observable by the Buyers or known to the Sellers and stated in this Document. The Seller certifies that the Property does not contain any environment hazards such as underground gas tanks, oil tanks, trash, debris or any other contaminants.

### **Representations**

7. The Sellers represent and warrant that the property is free and clear of any liens, charges, encumbrances or rights of others which will not be satisfied out of the sales proceeds. If the representations of the Sellers are untrue upon the closing date, the Buyers may terminate any future agreement without penalty and any deposits must be refunded.

### **Terms and Conditions**

8. The Buyers accept the Property in its current state and condition without any further work, repairs, treatments or improvements so long as there are no environmental hazards present on the Property. The Buyer requests that the Sellers provide an environment hazard inspection report to the Buyer before the parties enter into a binding agreement.

### **Additional Terms**

9. The Buyers will purchase the Property with the intent to develop after we gain ownership of the adjacent land and/or structures also located on 1st Street. We feel that each individual lot has lesser value and cannot be properly developed for the most sustainable long-term economic improvement until we have obtained all adjacent land and/or structures. It is our intent to purchase the Property with a contingency plan to also purchase the adjacent land and/or structures as follows:

- Lot 5, APN 010-300-010-000
- Lot 6, APN 010-300-012-000
- Lot 7, APN 010-300-011-000

This document accurately reflects the understanding between the Sellers and the Buyers, signed on this 28th day of September 2020.

### **Buyers:**

Signature:   
Kanitra Simmons (Sep 30, 2020 08:02 PDT)

Email: kanitra.simmons@gmail.com

Signature:   
Will (Sep 30, 2020 08:05 PDT)

Email: willsimmons09@comcast.net

Signature:   
Joe Ybarra (Sep 30, 2020 09:17 PDT)

Email: ybarraconsultingsvcs@yahoo.com

### **Sellers:**

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## **Letter of Intent for Purchase of Commercial Real Estate**

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**BETWEEN:**

Kanitra Simmons and Will Simmons of 1529 Buckskin Way, Olivehurst, CA 95961, Yuba County and,  
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**-AND-**

City of Marysville, CA and,  
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(individually the “Seller” and collectively the “Sellers”)

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#### **Non-Binding**

- 1. This Document does not create a binding agreement between the Buyers and the Sellers and will not be enforceable. Only the contract, duly executed by the Buyers and the Sellers, will be enforceable. The terms and conditions of the Contract will supersede any terms and conditions contained in this Document. The Buyers and the Sellers are not prevented from entering into negotiations with third parties with regard to the subject matter of this Document.

#### **Transaction Description**

- 2. The Properties (the “Property”) that are the subject of this Document are located at:
  - Lot 12, No Site Address, South of 1st Street between C and Oak
- 3. The legal land description for the Property is:
  - Parking Lot 12, APN 010-300-041-000, Lot size: 2,820 sq. ft.

#### **Purchase Price**

- 4. The Buyers offer to pay to the Sellers the amounts of \$5,640.00 USD for the Property on or before the closing date as final payment in full for the Property.
- 5. The Buyers will take possession of the Property on the closing date.

### **Real Property Disclosure**

6. The Sellers do not know of any material facts that would affect the value of the Property, except that of which is observable by the Buyers or known to the Sellers and stated in this Document. The Seller certifies that the Property does not contain any underground gas tanks, underground oil tanks, trash, debris or any other underground contaminants.

### **Representations**

7. The Sellers represent and warrant that the property is free and clear of any liens, charges, encumbrances or rights of others which will not be satisfied out of the sales proceeds. If the representations of the Sellers are untrue upon the closing date, the Buyers may terminate any future agreement without penalty and any deposits must be refunded.

### **Terms and Conditions**

8. The Buyers accept the Property in its current state and condition without any further work, repairs, treatments or improvements so long as there are no environmental hazards present on the Property. The Buyer requests that the Sellers provide an environment hazard inspection report to the Buyer before the parties enter into a binding agreement.

### **Additional Terms**

9. The Buyers will purchase the Property with the intent to develop after we gain ownership of the adjacent land and/or structures also located on 1st Street. We feel that each individual lot has lesser value and cannot be properly developed for the most sustainable long-term economic improvement until we have obtained all adjacent land and/or structures. It is our intent to purchase the Property with a contingency plan to also purchase the adjacent land and/or structures as follows:
- Lot 1, APN 010-300-006-000
  - Lot 2, APN 010-300-007-000

This document accurately reflects the understanding between the Sellers and the Buyers, signed on this 28th day of September 2020.

### **Buyers:**

Signature: Kanitra Simmons  
Kanitra Simmons (Sep 30, 2020 08:06 PDT)  
Email: kanitra.simmons@gmail.com

Signature: Will Simmons  
Will Simmons (Sep 30, 2020 08:49 PDT)  
Email: willsimmons09@comcast.net

Signature: Joe Ybarra  
Joe Ybarra (Sep 30, 2020 09:15 PDT)  
Email: ybarraconsultingsvcs@yahoo.com

### **Sellers:**

\_\_\_\_\_  
\_\_\_\_\_

## Marysville Successor Agency RDA properties for disposal

No.	Address	APN	Proposed Sale Value LRPMP <sup>1</sup>	Appraisal Value May 2016	Letter of Intent
1	419, 421 & 423 E Street, E Street between 4th and 5th Streets	010-176-013-000	N/A	\$105,000	<b>Sold 9-27-17</b>
2	304 D Street	010-233-010-000	\$67,000	\$64,200	\$45,000 September 2020
3	302 D Street & 407 3rd Street	010-233-011-000	Included in #2	Included in #2	
4	318 D Street	010-233-024-000	N/A		<b>Transferred to the City of Marysville</b>
5	309 D Street, D Street 80' North of 3rd street - Blevins Beat	010-242-010-000	N/A		<b>Transferred to the City of Marysville</b>
6	307 3rd Street, between C and D streets and 311 3rd	010-242-019-000 & 021	N/A	\$46,400	(1) \$12,500 Sept 16, (2) \$12,000 Sept 23,
7	308 C Street, between C and D streets	010-242-020-000	N/A	\$44,800	\$23,000 Sept 23, 2020
9	209 3rd Street	010-244-011-000	\$25,600	\$19,500	\$19,500 April 30, 2020
10	311 3rd Street	010-242-020-000			<b>Sold 2-17-17</b>
11	308 2nd Street	010-282-002-000	\$106,400	As is market value \$72,200 - Market value of underlying land 98,000	\$35,000- June 26, 2020- Landlocked - Purchaser to purchase adjacent property from private owner at \$40K- to complete development
12	No specific address, Elm Street south of 2nd Street	010-284-023-000	\$34,000	\$28,600	\$14,760 May 13, 2020
13	No specific address, Elm Street south of 2nd Street	010-284-029-000	included in #12	included in #12	
14	South of 1st Street between C and Oak Streets (Behind 315 I Street)	010-300-039-000	\$16,000	\$10,600	(1) \$1,350 Sept 21, (2) \$3,858 Sept 30
15	South of 1st Street between C and Oak Streets	010-300-041-000	\$16,000	\$13,200	(1) \$1,410 Sept 21 (2) \$5,640 Sept 30
16	308 2nd Street, Newlove Property	010-282-003-000	included in #11	Included in #11	
17	H Street north of 14th Street	009-280-014-000	N/A		<b>Transferred to the City of Marysville</b>

<sup>1</sup> Based on approved Long Range Property Management Plan