

**JUDICIAL COUNCIL OF CALIFORNIA**  
**ADMINISTRATIVE OFFICE OF THE COURTS**  
455 Golden Gate Avenue  
San Francisco, California 94102-3688

**Report**

TO: Members of the Judicial Council

FROM: Kim Davis, Director, Administrative Office of the Courts, Office of Court Construction and Management,  
415-865-4055, kim.davis@jud.ca.gov  
S. Ernest Swickard Manager, Administrative Office of the Courts, Office of Court Construction and Management, 818-558-3082,  
ernie.swickard@jud.ca.gov

DATE: April 10, 2007

SUBJECT: Site Acquisition Approval for Fresno County-Sisk Federal Courthouse Renovation (Action Required)

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Issue Statement

The Judicial Council adopted its *Judicial Branch Assembly Bill 1473 Five-Year Infrastructure Plan for Fiscal Year 2007–2008* (the plan) on February 24, 2006. Based on this plan, the Administrative Office of the Courts (AOC) has progressed toward accomplishing various aspects of the program for improvement of court facilities. This includes planning and budgeting for specific new courthouse projects requiring a land and building acquisition, for which funding has been approved: the Fresno County-Sisk Federal Courthouse Renovation.

In accordance with subdivisions (a) and (b)(5) of rule 10.15 of the California Rules of Court, the Interim Court Facilities Panel (Interim Panel), at its March 12, 2007 meeting, directed AOC staff to proceed with the acquisition of the Fresno County-Sisk Federal Courthouse. Under rule 10.184 (b)(1) of the California Rules of Court, the Judicial Council has approved funding of the project. A funding appropriation was included in the FY 2006–2007 Budget Act. Consistent with the terms of Public Law 108–221<sup>1</sup> (Exhibit A), AOC staff has subsequently negotiated terms of acquisition with the General Services Administration, Region 9, and with the County of Fresno.

Recommendation

Staff of the Administrative Office of the Courts (AOC) recommends that the Judicial Council, at its meeting on April 27, 2007, take the following actions:

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<sup>1</sup> Public Law 108–221(April 30, 2004) 118 Stat. 619, An act to direct the Administrator of General Services to convey to Fresno County, California the existing federal courthouse in that county

1. Direct AOC staff to proceed with the acquisition of the Fresno County-Sisk Federal Courthouse; and
2. Authorize the Administrative Director of the Courts, or his designee, to approve and execute an agreement for property acquisition and related escrow instructions for the acquisition of the Sisk Federal Courthouse.

#### Rationale for Recommendation

The Fresno County-Sisk Federal Courthouse Renovation was ranked project number 5 in the Judicial Council's June 2005 Prioritized List of Trial Court Capital Projects. As currently funded for fiscal year (FY) 2006–2007, the proposed project will fund functional and physical renovations to the existing federal courthouse, including a seismic upgrade from level 5 to level 4. The proposed renovations to the 191,886–square–foot facility will provide space for civil and family law proceedings in downtown Fresno, which are now scattered among several locations, including: three judges who are currently located in the basement of the existing Fresno Courthouse; two judges who hold part-time proceedings in branch courts at Sanger and Selma; two judges occupying nearby leased space; and space for nine new judgeships.

The building, when renovated, will provide for 16 courtrooms, support space for staff, and holding areas where required for in-custody defendants involved in family and civil law matters. The acquisition of the building will facilitate prompt completion of the project, in order to limit escalation of current construction costs to the state, to minimize on-going leasing costs to the superior court, and to improve the access to justice to the residents of Fresno County through secure, consolidated court services in the renovated facility.

#### *Background*

Funding for land acquisition, preliminary design, working drawings, and construction was approved in California State Budget Act FY 2006–2007. Appropriation and use of the total project cost, estimated at \$61.327 million, is contingent on acquisition of the building by conveyance from the federal government to Fresno County for nominal consideration, per Public Law 108–221, enacted on April 30, 2004, and subsequent, immediate conveyance to the state. The federal legislation directed conveyance following construction and occupancy of the new Fresno federal courthouse, which is now completed.

In regard to planning and design of the renovation project, a project advisory group including members of the bench and court administration, AOC staff, and county staff, was convened under rule 10.184(d) of the California Rules of Court to guide the development of the scope and cost of the federal courthouse renovation project. The project advisory group has been involved in all aspects of the project's development, including selection of an architectural consultant, study of the project scope, and development of renovation requirements. The primary criteria for the renovation project were optimal courtroom and courtroom support space and related functions to support

consolidated civil and family cases in downtown Fresno, Sanger, and Selma; and seismic and physical upgrade of existing structural and building systems, respectively, to support the court's long-term needs.

Under section 70374(b) of the Trial Court Facilities Act of 2002 (Sen. Bill 1732), the acquisition and construction of court facilities are subject to the Property Acquisition Law. Under that law, Government Code section 15850 et seq., all proposed acquisitions must be brought to the State Public Works Board (SPWB) for approval. Consistent with that requirement, following approval by the Judicial Council, the acquisition of the Sisk Federal Courthouse will be submitted to the SPWB for consideration of approval at its meeting on June 8, 2007.

*Rationale for recommendation 1: Acquisition of Sisk Federal Courthouse*

Under the terms of Public Law 108–221, passed by the 108th Congress on April 30, 2004, the administrator of the United States General Services Administration (“U.S. GSA”) was authorized to convey the B. F. Sisk Federal Building and United States Courthouse (“Sisk Building”) to Fresno County, California, for nominal consideration. The U.S. GSA is authorized to dispose of real property on behalf of the United States under 40 U.S. Code sections 101 et seq.; under that section, the property was determined to be excess on September 23, 2005. The federal legislation authorizing conveyance to Fresno County includes several restrictions on use, including a provision requiring continued substantial use of the facility for the administration of justice, reversion to the United States if the restriction isn't honored, and expiration of the reversionary interest after 20 years.

Conveyance of the building from Fresno County to the state and completion of the renovations to the building in order to consolidate civil and family trial court operations in downtown Fresno, for improved access to justice by the citizens of Fresno County, is consistent with the terms and conditions of Public Law 108–221.

*Rationale for recommendation 2: Delegation of authority to execute Real Property Acquisition Agreement and escrow instructions*

The Real Property Acquisition Agreement will set forth the terms and conditions pursuant to which the State of California, acting through the Judicial Council, Administrative Office of the Courts, will acquire the Sisk Building from the County of Fresno. The key terms of this transaction include conveyance of the property from the United States to the County of Fresno for nominal consideration, and immediate conveyance of the property from the County of Fresno to the State of California in the same escrow. The County of Fresno would acquire the property on a transitory basis only as an accommodation since it no longer has responsibilities for trial court facilities under the Trial Court Facilities Act (Act), California Government Code Section 70301 et seq.

The escrow instructions will direct the escrow holder regarding the recording of the quitclaim deed conveying the Sisk Building from the United States to the County of Fresno (Exhibit C), and the immediately subsequent recording of the quitclaim deed conveying the Sisk Building from the County of Fresno to the State of California, acting through the Judicial Council, Administrative Office of the Courts.

The Real Property Acquisition Agreement and escrow instructions are being prepared by the AOC Office of the General Counsel (OGC), in close collaboration with the director of Property Disposal Division of U.S. GSA, region 9, and the County of Fresno. The final documents are expected to be completed by May 3, 2007, in order to satisfy the requirements of the SPWB for acquisition review prior to its meeting on June 8, 2007.

Approval of the Real Property Acquisition Agreement and escrow instructions by the Administrative Director of the Courts, or his designee, would occur in collaboration with OGC, and would be consistent with the duties and responsibilities of the Administrative Director of the Courts.

In accordance with the CEQA and section 15063 of title 14 of the California Code of Regulations, the Judicial Council, acting in the capacity of the lead agency, is required to undertake the preparation of a study to determine whether the proposed project would have significant environmental impact. Upon review of the potential impacts of the proposed renovations to the Sisk Federal courthouse, the AOC staff determined that because of the unchanged use, there would be no traffic, noise, on air or water quality impacts, resulting in a categorical exemption from CEQA. Subsequently, the AOC staff filed the required Notice of Exemption with the State Clearinghouse on January 19, 2007. A copy of the filed Notice of Exemption is attached as exhibit D.

#### Alternative Actions Considered

One alternate approach to the acquisition and use of the Sisk Building was developed and considered, in which the building would be acquired and used as-is. In this alternative, the initial project costs to the state would have been greatly reduced, as the eight existing federal courtrooms in the building would have been reused to consolidate some of the family and civil law functions in downtown Fresno and nearby branch courts. Renovations would have been proposed for funding at a later time. This alternative would not have met the court's long-term needs for improved and consolidated family and civil operations, and it would not have provided space for new authorized judgeships. Future renovations would have been more costly, because of continuing, anticipated construction escalation rates, based on market data, of approximately 10 percent per year.

A second alternative was developed that proposed to construct a new courthouse with 16 courtrooms in downtown Fresno. This alternative, which would have involved purchase of land, site improvements, and parking costs, as well as capital construction of the building, would have been more costly than renovation and seismic upgrade of the Sisk Building as planned and would have taken at least five years, in comparison to the current planned, three-year project, to which the associated construction escalations would have

applied. The court's current leasing costs would have been extended with this alternative and increased to support new judgeships, and the operational improvements proposed by the current project would have been delayed.

#### Comments From Interested Parties

In accordance with the California Environmental Quality Act (CEQA), the Notice of Exemption was prepared for this project and was published and available to the public for a period of 35 days starting on January 19, 2007, and ending on February 22, 2007. No public comments or lawsuit notices were received during the 35-day statute of limitations. Therefore CEQA compliance for the Sisk Federal Courthouse is complete.

#### Implementation Requirements and Costs

The noted alternative actions are not recommended because of associated delays in the schedule of completion and, thus, higher construction and related project costs for the state. The alternatives would increase the total project budget, due in the case of alternative 1 to escalations over time, and in the case of alternative 2 to increased capital outlay costs as well as associated escalations. In each alternative, the court would incur costs due to extended payments for current and potential future, rentals. Additionally, delay in completing the courthouse would extend the period during which the state needs to provide temporary space for the authorized new judgeships.

#### Attachments

Exhibit A: Public Law 108-221

Exhibit B: Intentionally Omitted

Exhibit C: Quitclaim Deed from the United States of America to the County of Fresno (draft dated 01/24/07)

Exhibit D: Notice of (Categorical) Exemption

Public Law 108-221  
108th Congress

An Act

To direct the Administrator of General Services to convey to Fresno County, California, the existing Federal courthouse in that county.

Apr. 30, 2004  
[H.R. 1274]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. CONVEYANCE OF B.F. SISK FEDERAL BUILDING AND UNITED STATES COURTHOUSE, CALIFORNIA.**

(a) **CONVEYANCE AUTHORIZED.**—Notwithstanding any other provision of law, the Administrator of General Services may convey to Fresno County, California, for nominal consideration, all right, title, and interest of the United States in and to the building and site located at 1180 O Street in Fresno, California, known as the B.F. Sisk Federal Building and United States Courthouse.

(b) **TIMING OF CONVEYANCE.**—The Administrator may make the conveyance under subsection (a) only after the completion of construction of a new Federal courthouse in Fresno County and the relocation of the tenants in the building referred to in subsection (a) to the new Federal courthouse.

(c) **RESTRICTIONS ON USE.**—

(1) **IN GENERAL.**—The deed for the conveyance under subsection (a) shall include a covenant that provides that the property will be used for public use purposes, and specifically provides for substantial use of the property for the administration of justice.

(2) **REVERSION.**—If the Administrator determines that the property is not being used for the purposes described in paragraph (1), all right, title, and interest in and to the property shall revert to the United States, at the option of the United States.

(3) **EXPIRATION.**—The reversionary interest of the United States in the property under this subsection shall expire 20 years after the date of the conveyance.

(d) **ADDITIONAL TERMS AND CONDITIONS.**—The Administrator may require such additional terms and conditions in connection with the conveyance under subsection (a) as the Administrator considers appropriate to protect the interests of the United States.

118 STAT. 620

PUBLIC LAW 108-221—APR. 30, 2004

**SEC. 2. APPLICATION OF OTHER LAWS.**

This Act is not subject to the provisions of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11301 et seq.).

Approved April 30, 2004.

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**LEGISLATIVE HISTORY—H.R. 1274:**

**HOUSE REPORTS:** No. 108-341 (Comm. on Transportation and Infrastructure).

**CONGRESSIONAL RECORD:**

Vol. 149 (2003): Nov. 17, 18, considered and passed House.

Vol. 150 (2004): Apr. 20, considered and passed Senate.



Quitclaim Deed  
B.F. Sisk Federal Building and Courthouse  
1130 "O" Street, Fresno, California 93721  
GSA Building No. CA0164ZZ  
GSA Control No. 9-G-CA-1653

EXHIBIT C

DRAFT 1/24/07

**Mail Tax Statements To:**

County of Fresno

Fresno, CA 93313

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***QUITCLAIM DEED***  
***B. F. SISK FEDERAL BUILDING AND COURTHOUSE***  
***1130 "O" STREET, FRESNO, CALIFORNIA 93701***

THIS QUITCLAIM DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2007, between the UNITED STATES OF AMERICA (also hereinafter referred to as the "GRANTOR" or "GOVERNMENT" or the "UNITED STATES"), acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Property Act (40 U.S.C. 101 *et. seq.*) and applicable regulations, rules and orders promulgated there under and the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter referred to as "GRANTEE" or the "COUNTY").

**WHEREAS**, certain land located at 1130 "O" Street in Fresno, California, was acquired by the United States of America in 1963 under condemnation and in 1997 by a City of Fresno Resolution abandoning a portion of "P" Street;

**WHEREAS**, the real property to be conveyed is commonly known as the B.F. Sisk Federal Building and Courthouse

**WHEREAS**, the B.F. Sisk Federal Building and Courthouse (hereinafter referred to as the "Property") is under the custody and control of the United States General Services Administration;

**WHEREAS**, the United States General Services Administration is authorized to dispose of real property on behalf of the United States of America pursuant to the Property Act (40 U.S. C. 101 *et seq.*) and all applicable regulations, rules and orders;

**WHEREAS**, the General Services Administration determined the Property excess on September 23, 2005;

**WHEREAS**, Pubic Law 108-221, enacted April 30, 2004, directed the Property to be conveyed to the County of Fresno for public purpose use and, specifically, for substantial

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use of the Property for the purpose of the administration of justice, after construction of the new Federal Courthouse and relocation of all Federal tenants; and

**NOW THEREFORE**, subject to the covenants, clauses, conditions, restrictions, and reservations set forth below, the GRANTOR does hereby remise, release, and forever quitclaim to the GRANTEE, and its successors and assigns, all right, title, and interest in certain real property located at 1130 "O" Street, Fresno, California , in consideration for use of the Property for public use purposes, specifically for administration of justice, and the agreement of GRANTEE to abide by the all easements, reservations, restrictions, encumbrances, covenants, clauses, conditions, and other obligations set forth in this Quitclaim Deed, the GRANTOR does hereby remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, without warranty, except as may be expressly, but not impliedly set forth in this Quitclaim Deed, under and subject to the conditions, covenants and restrictions set out in this Quitclaim Deed, all right, title, interest, claim, and demand that the GRANTOR has in and to certain real property, and improvements thereon, known as the former B.F. SISK FEDERAL BUILDING AND COURTHOUSE, located at 1130 "O" Street, Fresno, California 93721, Assessor's Parcel Number 466-091-14T, and described as:

*Real property in the State of California, County of Fresno more particularly described as follows:*

*Block "D" of the Town (now City) of Fresno, according to the map thereof recorded in Book 1 Page 2 of Plats, Fresno County Records, together with that portion of "P" Street as abandoned in the Resolution recorded September 8, 1997 as Document No. 97116809, Official Records.*

*Containing 2.09 acres, more or less.*

**THE CONVEYANCE IS SUBJECT TO THE FOLLOWING:**

**1. USE RESTRICTIONS.**

GRANTEE shall use the Property only for public use purposes and, specifically, GRANTEE shall use the Property substantially for the purpose of administration of justice, pursuant to Public Law 108-221, enacted April 30, 2004.

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**2. REVERSIONARY CLAUSE.**

If the Administrator of General Services determines that the property is not being used for the purposes described in Paragraph 1, above, then all right, title, and interest in and to the Property shall revert to the United States, at the option of the United States. The United States will not exercise this reverter should GRANTEE convey the Property to the State of California, provided that the State of California uses the Property for the purposes described in Paragraph 1, above. The reversionary interest of the United States in the Property under this Paragraph shall expire twenty (20) years from the date of conveyance.

**3. NONDISCRIMINATION CLAUSE.**

The GRANTEE covenants for itself, its successors and assigns and every successor in interest to the property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, sex, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms with a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

**4. FAA COVENANT.**

The Property is located within six nautical miles of a public airport; therefore, this quitclaim deed is subject to the provisions that any construction upon or alteration of the property is prohibited unless a determination of no hazard to navigable airspace is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended.

**5. HAZARDOUS SUBSTANCES.**

A. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of

1980, as amended (CERCLA), 42 U.S.C. §9620(h)(3)(A)(i), and based upon a complete search of agency files, the United States

gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

- B. CERCLA Covenant. GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

- Property or  
Responsible Party (PRP) with  
immediately prior to the date of this
- a. In any case in which GRANTEE, its successor(s) or assign(s), or any successor in interest to the part thereof is a Potentially respect to the Property conveyance; OR
- b. To the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the GRANTEE, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
- (i) Results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) Causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (2) In the event GRANTEE, its successor(s) or assign(s), seeks to have GRANTOR conduct any additional response action, condition precedent to GRANTOR incurring any additional Cleanup obligation or related expenses, the GRANTEE, its successor(s) or assign(s), shall provide GRANTOR at least 45 days written notice of such a claim and provide credible evidence that:
- and, as a

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- a. The associated contamination existed prior to the date of this conveyance; and
- b. The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the GRANTEE, its successor(s) or assign(s), or any party in possession.

(3) Access Reservation. GRANTOR 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 the use of available utilities at reasonable cost to GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, 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 as required or necessary, including but not limited to the 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 record owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

which

title

(4) Cooperation Covenant. In the event of any activity by the GRANTOR pursuant to Paragraph B, above, the GRANTEE covenants and agrees that it, its successor(s) and assign(s) shall cooperate with the GRANTOR in any undertaking and shall not unreasonably disrupt or interfere with any remediation activity or jeopardize the effectiveness of any remedy by engaging in disruptive activities (which increase the cost or adversely affect the remediation activities), including but not limited to, surface application of water which could impact the migration of

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contaminated ground water; subsurface drilling or use of ground

water, unless the GRANTOR first determines that there will be no adverse impacts on United States of America's undertaking.

**6. NOTICE OF THE PRESENCE OF ASBESTOS—WARNING!**

Asbestos-containing material is present in some window caulking, floor tiles, and mastic underneath the tiles.

A. THE GRANTEE IS WARNED that the property contains asbestos-containing materials. Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces has been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the Environmental Protection Agency ("EPA") regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

B. NO WARRANTIES, either express or implied, are given with regard to the condition of the property, including, without limitation, whether the property does or does not contain asbestos or whether it is or is not safe for a particular purpose.

C. THE GRANTEE COVENANTS and agrees on behalf of itself, its successor(s) and assign(s) that, in its and their use and occupancy of the property, they will comply with all Federal, State, and local laws relating to asbestos; and that the GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE or to the GRANTEE's successor(s), assign(s), employee(s), invitee(s), 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 the GRANTEE, its successors or assigns have properly warned or failed to properly warn the individual(s) injured.

**7. NOTICE OF LEAD-BASED PAINT FOR NONRESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.**

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- A. GRANTEE is informed that the offered property was constructed prior to 1978 and may contain lead-based paint.
- B. Every acquirer of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint and may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The GRANTOR of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the GRANTOR's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting property to a residential dwelling.
- C. The GRANTEE had opportunity to inspect the Property prior to conveyance. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the property, including, without limitation, any lead-based paint hazards or concerns. The Property is being conveyed "AS IS" and the GRANTEE agrees to hold the GRANTOR harmless from any and all liabilities, damages, loss, expenses, or judgments arising out of or related to health problems which are the result of exposure to lead-based paint where the exposure occurred after the Property was conveyed to GRANTEE.

## **8. CONDITION OF THE PROPERTY.**

The Property is conveyed "As Is" and "Where Is" without representation, Warranty, or guaranty of any kind (except as expressly stated above in Paragraph 5, B) as to any matter related to the conveyance including, but not limited to, the quantity, quality, character, condition (including patent and latent defects), size, habitability, or kind of the Property or any structures or fixtures attached to the Property or that the same is in condition or fit to be used for the purpose for which intended by the GRANTEE. GRANTEE covenants that GRANTEE has inspected or has had the opportunity to inspect, is aware of, and accepts the condition and state of repair of the Property, and further acknowledges that the GRANTOR has not made any representations, warranty, or guaranty (except as expressly stated above in Paragraph 5, B) concerning the condition of the Property.

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**9. THIS CONVEYANCE IS ALSO MADE SUBJECT TO.**

All covenants, reservations, easements, restrictions, conditions, encumbrances, clauses, and rights of way, recorded or unrecorded, including but not limited to power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, and other rights-of-way, including but not limited to specific easements, reservations, rights, covenants, conditions, and clauses described herein, and to any facts which a physical inspection or accurate survey of the Property might disclose.

**10.**

**11. COVENANTS, CLAUSES, RESTRICTIONS, RESERVATIONS AND EASEMENTS RUN WITH THE PROPERTY.**

GRANTEE covenants for itself and its successors and its assigns that any and all covenants described in this Quitclaim Deed shall run with the land and shall bind the GRANTEE and any successors and assigns of the GRANTEE to the restrictions, clauses, agreements and promises made in such covenants, in perpetuity. GRANTOR shall be deemed to be a beneficiary of all covenants and warranties, without regard to whether it remains the owner of any land or interest therein the locality of the Property, and shall have the right to enforce these covenants and warranties in any court of competent jurisdiction.

**IN WITNESS WHEREOF**, the undersigned office of the United States General Services Administration has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the  
ADMINISTRATOR OF GENERAL SERVICES

By: \_\_\_\_\_  
Clark Van Epps  
Director/Contracting Officer  
Real Property Disposal Division (9PR)  
Public Building Service  
General Services Administration  
Region 9, San Francisco, California

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## CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On \_\_\_\_\_, 2007 before me, \_\_\_\_\_, a Notary Public in and for the said State, personally appeared \_\_\_\_\_,

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Affix Notary Seal*

\_\_\_\_\_  
Notary Public  
In and for the County of San Francisco  
State of California

## CERTIFICATE OF RECORDATION

Quitclaim Deed  
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I, \_\_\_\_\_, of the Office of the Recorder, County of Fresno, State of California, did receive for recordation the following instrument:

A **QUITCLAIM DEED**, dated \_\_\_\_\_ between the UNITED STATES OF AMERICA ("Grantor"), and the COUNTY OF FRESNO, ("Grantee").

I further certify that the said document was recorded as Document No. \_\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ of the Official Records of the County of Fresno, State of California, on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

OFFICE OF FRESNO COUNTY RECORDER

By: \_\_\_\_\_  
Deputy Recorder

**Return a complete/conformed copy to:**  
U.S. General Services Administration  
ATTN: Rhonda Rance  
Real Property Disposal Division (9PR)  
450 Golden Gate Avenue, 4th Floor East  
San Francisco, CA 94102-3434  
(415) 522-3433

**NOTICE OF EXEMPTION**

**To:**  Office of Planning & Research  
1400 Tenth Street, Room 121  
Sacramento, CA 95814

County Clerk, County of

**From:** Judicial Council of California  
Administrative Office of the Courts  
455 Golden Gate  
San Francisco, CA 94102

**Project Title:** Acquisition of the B.F. Sisk Building from the County of Fresno, installation of minor exterior improvements, installation of structural measures for seismic reliability, remodeling of the building's interior to provide sixteen courtrooms and administrative support spaces, and operation of the building as a courthouse for the Superior Court of California, County of Fresno.

**Project Location - Specific:** 1130 O Street; **County:** Fresno County; **City:** Fresno, CA

**Name of Public Agency Approving Project:** Judicial Council of California

**Exempt Status:** (check one)

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. (1) Class 1, Public Resources Code §15301-Existing Facilities, (2) Class 32, Public Resources Code §15332-In-fill Development Projects, and (3) Class 23, Public Resources Code §15323-Normal Operations of Facilities for Public Gatherings
- Statutory Exemptions. State code number:

**Reasons why project is exempt:**

Class 1 exemption for the fee acquisition—the AOC's fee acquisition of the building does not change the environment.

Class 32 exemption for the renovation of the building—first, the project is consistent with local general planning designations. Second, the project site is in downtown Fresno and covers less than five acres. Third, the site's five-story building and associated parking and landscape areas in the downtown urban area have no habitat value for endangered, rare, or threatened species. Fourth, the site has adequate existing utility services and public services. Fifth, the re-development will not create significant environmental effects for:

- (1) Traffic since construction-related traffic will be trivial in relation to the surrounding traffic load and street capacity;
- (2) Noise since the exterior work will have a short duration, will not exceed standards of the Fresno General Plan, will be concentrated on the north and south sides of the building which are adjacent to parking areas, and will be over fifty yards distant from the nearest building;
- (3) Air Quality since the construction-related traffic will be numerically small so that it will not obstruct implementation of an applicable air quality plan or produce a substantial contribution to air quality violations; and
- (4) Water Quality since the site is connected to the City of Fresno's sanitary sewer and storm sewer systems and the construction operations will comply with requirements of the Regional Water Quality Control Board's Storm Water Pollution Prevention Plan requirements.

Class 23 exemption for operation of the building as a courthouse for the Superior Court—the United States District Court (Eastern District of California, Fresno Division) used the building as a courthouse from the late 1960s through early 2006. The 108th Congress passed H.R. 1274, which authorizes the Administrator of the U.S. General Services Administration to convey the B.F. Sisk Federal Building and United States Courthouse to Fresno County, California. The bill requires that the courthouse remain in use as a public building and courthouse.

Class 32 exemption for operation of the courthouse for the Superior Court—the AOC's proposed use of the building meets the requirements for in-fill development. As noted above, the proposed courthouse is consistent with local general planning designations; is in downtown Fresno and covers less than five acres; the site has no habitat value for endangered, rare, or threatened species; and the site will continue to use existing utility services and public services. Finally, the proposed courthouse's operation will not create significant environmental effects for:

- (1) Traffic since the surrounding street capacity and parking supply are adequate and courthouse-related traffic will not add substantial traffic load that that would exceed the City of Fresno's intersection level-of-service criteria. The proposed courthouse's parking lot will provide additional new parking spaces in downtown Fresno, and the downtown Fresno area has adequate available parking capacity;
- (2) Noise since the courthouse operations will not generate substantial noise;
- (3) Air Quality since the courthouse-related traffic will not substantially degrade surrounding traffic level-of-service that

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would degrade surrounding air quality, will not violate air quality standards, or produce a substantial contribution to air quality violations; and

(4) Water Quality since the building will remain connected to the City of Fresno's sanitary sewer and storm water systems.

**Lead Agency Contact Person:** Jerry Ripperda

**Area Code/Telephone/Extension:** 916-263-8865

Signature

  
Lead Agency

Date: January 17, 2007

Title: Environmental Analyst

Signed by Applicant

Date received for filing at OPR:

