

<p align="center"><b>SUPERIOR COURT OF CALIFORNIA • COUNTY OF FRESNO</b>  <b>Civil Unlimited Department, Central Division</b>  <b>1130 "O" Street</b>  <b>Fresno, California 93724-0002</b>  <b>(559) 457-1900</b></p>	<p align="center">FOR COURT USE ONLY</p> <p align="center"><b>FILED</b></p> <p align="center">APR 17 2026</p> <p align="center">FRESNO SUPERIOR COURT</p> <p align="center">By _____ DEPUTY</p>
<p>TITLE OF CASE:</p> <p align="center"><b>City of Fresno, a Municipal Corporation vs. CVCSF</b></p>	<p>CASE NUMBER:</p> <p align="center"><b>25CECG05678</b></p>
<p align="center"><b>ORDER</b></p>	

**The matter having been under advisement, the court now rules as follows:**

**Please see attached ruling.**

**Service by the clerk will constitute of the order.**

Date: April 17, 2026

*Maria S. Diaz*

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 Judge of the Superior Court

**CASE NO: 25CECG05678: City of Fresno v. Central Valley Community Sports Foundation**

**RULING ON PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, SUMMARY ADJUDICATION**

Plaintiff's Request for Judicial Notice: Pursuant to Evidence Code §452, the Court takes judicial notice of the existence of: 1) the Complaint filed on December 9, 2025 in this action; and 2) the Answer filed on January 20, 2026 in this action.

Defendant's Request for Judicial Notice: Pursuant to Evidence Code §452, the Court takes judicial notice of the existence of items 1-7 and 9-10. The Court does not take judicial notice of item 8; it was unable to find it on the website provided.

Ruling on Plaintiff's Oral Evidentiary Objections--Hearing on March 16, 2026:

1. The Objections to Chris Falco's Declaration ¶3 are Overruled.
2. The Objections to Terance Frazier's Declaration:
  - ¶¶ 2,3,4,8,9 are Sustained;
  - ¶¶ 5,6 are Overruled;
  - ¶7 are Overruled except as to allegations on pg 6, lines 1-8, to which the Objections are Sustained;

Ruling on the Motion: The Court finds there are triable issues of material fact and the Motion for Summary Judgment, or alternatively, Summary Adjudication is **DENIED**.

## I. INTRODUCTION

Plaintiff City of Fresno (“Plaintiff”) moves for summary judgment, or alternatively, summary adjudication, on its unlawful detainer claim arising from alleged breaches of a commercial lease concerning Granite Park.

Defendant Central Valley Community Sports Foundation (“Defendant”) contends that triable issues of material fact exist as to each alleged breach and summary judgment or adjudication must be denied.

## II. LEGAL STANDARD

Summary judgment shall be granted only where all the papers submitted show that there is no triable issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Code Civ. Proc., § 437c(c).

A plaintiff moving for summary judgment has met its burden of showing that there is no defense to a cause of action if that party has proved each element of the cause of action entitling the party to judgment on the cause of action. Code Civ. Proc., § 437c(p)(1). Once the Plaintiff has met that burden, the burden shifts to the defendant to show that a triable issue of one or more material facts exists as to the cause of action or a defense thereto. Code Civ. Proc., § 437c(p)(1).

Evidence presented in opposition to summary judgment must be liberally construed, with any doubts about the evidence resolved in favor of the party opposing the motion. Regents of University of California v. Superior Court (2018) 4 Cal. 5<sup>th</sup> 607, 618. The court “must draw from the evidence all reasonable inferences in the light most favorable to the party opposing summary judgment.” Caliber Paving Co. Inc. v. Rexford Industrial Realty & Management Inc. (2020) 54 Cal. App. 5<sup>th</sup> 175, 190. The Court does not weigh evidence but determines whether disputes exist. Aguilar v. Atlantic Richfield Co. (2001) 25 Cal. 4<sup>th</sup> 826.

To establish an unlawful detainer, Plaintiff must prove through admissible evidence the existence of a lease, a breach, notice, failure to cure, and continued possession. CCP §1161(3). The instant Motion centers on whether there was a breach of the lease, proper notice, and a corresponding failure to cure. The other elements are undisputed.

### III. DISCUSSION

The Court finds it is undisputed that the commercial lease was executed on December 7, 2015. (Plaintiff's UMF#1). It is further undisputed that the Parties also executed a First Amendment to the Ground lease on October 28, 2016. (Plaintiff's UMF #15).

#### 1. The Alleged Breaches of the Lease

Plaintiff asserts Defendant breached the lease by failing to: 1) complete capital improvements; 2) maintain the property in compliance with the law; 3) pay utilities; and 4) maintain the required insurance. Defendant disputes each alleged breach.

##### *A. Capital Improvements*

Plaintiff presents evidence indicating that Defendant failed to construct the required capital improvements by the deadline of December 7, 2017. (Plaintiff's UMF 4 and UMF 29).

Defendant disputes it by setting forth evidence that during the period of 2017 to 2019, several Fresno City officials including the City Manager, the City Attorney, two City Council members and the Mayor, assured Defendant that it was in substantial compliance with the lease and no outstanding obligations were owed. (Frazier Decl. ¶5). Defendant further submits a "Notice of Completion" regarding projects on the property recorded with the Fresno County Recorder on May 9, 2017 (Defendant's RJN Exh.9). There is also a dispute as to whether this claim is still viable given the deadline for completion was more than 8 years ago.

This issue presents material disputes precluding summary judgment.

##### *B. Utilities*

As of August 22, 2025, Plaintiff contends Defendant owes \$514,255.43 in unpaid water bills and PG&E bills. (Plaintiff's UMF 18 and 19).

Defendant disputes both the amount and liability by asserting issues of setoff, prior reimbursement, statute of limitations, and improper billing practices. (Frazier Decl. ¶¶6-7).

The Parties' conflicting evidence creates a triable issue of fact.

### *C. Maintenance / Fire Code Violations*

As of August 22, 2025, Plaintiff presents evidence of fire code violations and citations. (Plaintiff's UMF 21).

Defendant offers evidence showing the alleged hazard was removed and that any fines were offset. (Frazier Decl. ¶6).

This is sufficient to create a triable issue regarding whether a continuing breach existed and whether it was cured.

### *D. Insurance*

As of August 2025, Plaintiff contends Defendant did not have the required insurance under the lease. (Plaintiff's UMF 20). The Court finds the alleged deficient insurance coverage is not listed as required in Sections 15 and 15.2. of the lease. (Plaintiff's RJN Exh. L).

Defendant disputes any deficiency including contending the notice to cure was defective because it failed to set forth the specific insurance that was required. Because an unlawful detainer requires strict compliance with notice requirements, any deficiency raises a triable issue. Eshagian v. Cepeda (2025) 112 Cal. App. 5th 433.

## 2. Contract Interpretation (Section 14.4)

The Parties dispute the interpretation of Section 14.4 of the lease. The Court previously indicated that the provision is reasonably susceptible to more than one interpretation. Once a contract is determined to be ambiguous, the interpretation becomes a question of fact when there is conflicting extrinsic evidence concerning the meaning of contractual provisions. City of Hope National Medical Center v. Genentech, Inc., (2008) 43 Cal. 4th 375.

IV. ORDER

Summary Judgment and Summary Adjudication are DENIED.