

**EXHIBIT "A"**  
**REAL PROPERTY PURCHASE AND SALE**  
**AGREEMENT AND JOINT ESCROW INSTRUCTIONS**  
**Milam**

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**REAL PROPERTY PURCHASE AND SALE  
AGREEMENT AND JOINT ESCROW  
INSTRUCTIONS  
465-161-12 and 465-161-13**

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The CITY OF FRESNO, a municipal corporation ("BUYER"), and Will C. Milam Jr., as Trustee of the Will C. Milam and Angelina L. Milam Family Trust, under Declaration of Trust dated September 24, 1990, ("SELLER"), enter this Purchase and Sale Agreement ("Agreement"), effective as of the date that the SELLER executes it, after City Council approval and execution.

**RECITALS:**

- A. The SELLER owns certain Real Property within the City of Fresno, Assessor Parcel Numbers 465-161-12 and 465-161-13 ("Subject Property") more particularly described in Exhibit "A," attached.
- B. SELLER has offered to sell the Subject Property to the BUYER for a purchase price of One Hundred Forty-Four Thousand Dollars (\$144,000) ("Purchase Price") based upon a December 8, 2014, appraisal by James G. Palmer Appraisals, Inc.
- C. BUYER has received U.S. Department of Housing and Urban Development Home Investment Partnerships ("HOME") programs funding which was allocated and will be used for the purchase of the Subject Property. The Subject Property will be subject to HOME Program covenants, restrictions, and requirements including 24 CFR Part 92.
- D. BUYER desires to acquire the Subject Property to increase the supply of affordable housing consistent with its Housing Element programs.
- E. BUYER desires to demolish the existing structure on the Subject Property.
- F. BUYER desires to build or have built two (2) single-family houses, which will be made available to low-income first-time homebuyers and will provide on/off site improvements to the Subject Property.

**AGREEMENT:**

- 1 **Purchase and Sale.** SELLER agrees to sell the Subject Property to BUYER, and BUYER agrees to purchase the Subject Property from SELLER, subject to the terms set forth in this Agreement.
- 2 **Conditions Precedent.** Escrow Closing and BUYER'S obligation to purchase the Subject Property are subject to the satisfaction of the following conditions precedent. The conditions are solely for BUYER'S benefit unless otherwise indicated. Each condition must be satisfied or BUYER must waive it in writing within the time provided. If no time is stated, then the condition must be satisfied within a reasonable time. If any condition is not timely satisfied, the BUYER may waive the condition and close escrow, or it may terminate this Agreement by giving the SELLER and Title Company ten (10) days' written notice. After expiration of the 10 days, this Agreement, and any escrow

will terminate. The Title Company will return any documents and money deposited into escrow to the depositor, after deducting any escrow cancellation fee, and BUYER will have no further obligation to SELLER.

- 2.1 BUYER's inspection of the Subject Property. This Agreement is subject to BUYER'S satisfaction, in its sole discretion, with the results of an environmental site assessment process. SELLER grants BUYER, or BUYER'S agents, the right, upon 24 hours' notice, to enter onto the Subject Property to conduct tests and investigations, if all the following occur: (a) BUYER conducts tests and investigations at its sole cost and expense, (b) the tests or investigations do not unreasonably interfere with SELLER'S possession, (c) BUYER indemnifies and holds SELLER harmless from any costs or liability resulting from the tests and investigations and, if the escrow is canceled for a reason that is not the fault of SELLER, for any damage to the Subject Property resulting from conducting the tests and investigations. Upon receipt, BUYER shall provide to SELLER the results of any and all tests. At cancellation or termination of escrow, BUYER will provide to SELLER all information provided by SELLER to BUYER and all third party reports about the Property.
- 2.2 Compliance with CEQA and NEPA Review. This Agreement is subject to completion of any environmental review required under the California Environmental Quality Act and the National Environmental Protection Act.
- 2.3 Title. This Agreement is subject to SELLER'S obligation to deliver title as provided in paragraph 7.3.
- 2.4 Council Approval. This Agreement shall have no force and effect until approved by the Council for the City of Fresno. This Agreement is to remain open for one hundred and fifty (150) days from the date hereof, and that upon its duly authorized execution within said time by the City, this Agreement shall become a contract for the purchase and sale of the Subject Property binding upon SELLER and BUYER, their heirs, executors, administrators, successors in interest, and assigns.
- 3 **Purchase Price.** The purchase price for the Subject Property is One Hundred Forty-Four Thousand Dollars (\$144,000). BUYER will pay the purchase price by depositing a check into escrow in time to meet the Title Company's requirements for immediately available funds for Closing.
- 4 **SELLER'S warranties.** SELLER represents and warrants that: (a) SELLER owns the Subject Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Subject Property from adjacent properties, encroachments from the Subject Property onto adjacent properties, and any rights of way, other than those disclosed by the public record; (b) SELLER has no knowledge of any pending litigation involving the Subject Property, (c) SELLER has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, judicial order, or judicial holding concerning the Subject Property; (d) SELLER has no knowledge of any hazardous materials or substances stored, discharged, or otherwise present in, on, or affecting the Subject Property; and (e) SELLER has no knowledge of any material defects in the Subject Property. No knowledge means the current actual knowledge of SELLER without any obligation to

unless BUYER or SELLER gives a thirty (30)-day written demand to terminate the escrow. If SELLER demands that escrow terminate, then BUYER, within the 30 days, may either (a) deposit the purchase price into escrow, and Title Company will Close escrow, or, (b) it may agree to the demand, and the Title Company will terminate the escrow and return all funds or all documents, less any termination fee, and this Agreement will be of no further effect except as herein provided.

- 7.6 Disbursements. At Closing, Title Company may disburse the Purchase Price, less SELLER'S costs to clear title, prorations and other costs, if any, to SELLER, when Title Company is committed to issue a standard CLTA owner's title insurance policy to BUYER insuring its fee title in the condition set forth in Section 7.3, above, for the Purchase Price or other lesser amount that BUYER designates.
- 7.7 Prorations. At Closing, the Title Company will prorate the following, between SELLER and BUYER, based on a 30-day month: real property taxes, special assessments, and rents, if any.
- 7.8 Risk of Loss. Any loss or damage, to the Subject Property or any improvements on it, before Closing is at SELLER'S risk.
- 7.9 Broker. Each party represents and warrants that it has not engaged a broker or real estate agent for this transaction, and no commissions are payable concerning this purchase and sale.
- 7.10 Delivery of Possession. SELLER shall deliver possession at Closing, provided applicable law to relocate any occupants, except as otherwise provided in this Agreement, BUYER has agreed to accept possession of the Subject Property on the closing date on an "as is" basis.

**8 Miscellaneous Provisions.**

- 8.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.
- 8.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if (a) served personally on the person to receive the notice, (b) delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below, or (c) by facsimile that provides a transmission confirmation showing the date and time transmitted.

To BUYER:  
City of Fresno  
Development and Management Resource Department Housing and Community  
Development Division  
2600 Fresno Street, Room 3070  
Fresno, CA 93721-3604  
559-621-8506

To SELLER:  
Will C. Milam, Jr.  
1653 San Marina Blvd.  
Miramar Beach, Florida 32550

With a copy to:  
Emory Wishon III, Esq.  
Motschieder, Michaelides, Wishon, Brewer & Ryan, LLP  
1690 West Shaw Avenue, Suite 200  
Fresno, California 93711

- 8.3 Entire Agreement. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement. This Agreement and its recitals that are incorporated herein by this reference is the entire agreement between the parties regarding the purchase and sale of the Subject Property, and supersedes all prior discussions, negotiations, commitments or understanding, written or oral.
- 8.4 Amendment or Cancellation. BUYER and SELLER may amend or cancel this Agreement only by mutual written consent of the parties, unless otherwise expressly provided herein.
- 8.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees, or representatives. The BUYER may assign this Agreement and its rights hereunder.
- 8.6 Time of the Essence. Time is of the essence of each term in this Agreement.
- 8.7 Attorneys' Fees. If any party hereto or the Title Company begins any action, proceeding, or arbitration arising out of this Agreement, then as between BUYER and SELLER, the prevailing party shall be entitled to receive from the other party, besides any other relief that may be granted, its reasonable attorneys' fees, costs, and expenses incurred in the action, proceeding, or arbitration.
- 8.8 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law. Venue for the filing of any action to enforce or interpret this Agreement or any rights and duties hereunder shall be in Fresno, California.
- 8.9 Headings. The section headings in this Agreement are for convenience only. The headings are not part of this Agreement and shall not be used to construe it.
- 8.10 Waiver. If any party waives a breach of any provision herein, the waiver will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 8.11 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.
- 8.12 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by

construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.

- 8.13 Precedence of Documents. If any conflict exists between the body of this Agreement and any Exhibit or Attachment to it, the provisions of the body of this Agreement will control and take precedence over the Exhibit or Attachment.
- 8.14 Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument.
- 8.15 Survival. All representations and warranties, indemnifications, and other provisions, which, by their nature are intended to continue, shall survive Closing and delivery of the grant deed.

IN WITNESS WHEREOF, the SELLER and BUYER have signed this Agreement on the dates and in the year set forth below.

BUYER:  
CITY OF FRESNO

SELLER:  
Will C. Milam Jr., Trustee of the Will C.  
Milam and Angelina L. Milam Family Trust  
dated September 24, 1990.

*Will C. Milam Jr., Trustee*

\_\_\_\_\_  
Bruce Rudd, City Manager

Will C. Milam Jr., Trustee

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

Date: 4/7, 2016

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

STATE OF FL, COUNTY OF Walton, ON THE 07<sup>th</sup> OF April,  
2016 PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY I PROVED ON THE  
BASIS OF FL DL OR IS PERSONALLY KNOWN TO ME TO BE THE SIGNOR OF  
THE ABOVE DOCUMENT AND HE/SHE ACKNOWLEDGED THAT HE/SHE SIGNED IT.  
NOTARY PUBLIC Michelle Owen

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

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

APPROVED AS TO FORM  
DOUGLAS T. SLOAN, City Attorney

By: *Tracy N. Parvanian*  
Tracy N. Parvanian  
Deputy City Attorney

Date: 4-8, 2016



Attachments: Legal Description  
Exemplar Grant Deed

EXHIBIT "A" LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 25 and 26 in Block 350 of the Town (now City) of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Supplemental Map to the Town of Fresno, recorded in Book 1 Page 45 of Plats, Fresno County Records.

APN: 465-161-12

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FRESNO, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Lots 27 and 28 in Block 350 of the Town (now City) of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Map Thereof recorded in Book 10 Page 28 of Plats, Fresno County Records.

APN: 465-161-13

EXHIBIT "B"  
GRANT DEED



**Recording Requested By:**  
Public Works Department  
City of Fresno  
No Fee-Gov't. Code Sections  
6103 and 27383

**When Recorded, Mail To:**  
Public Works Department  
City of Fresno  
2600 Fresno Street  
Fresno, CA. 93721-3623  
ATTN: Right-of-way Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs 465-161-12 & 13

**GRANT DEED**

For a valuable consideration, receipt of which is hereby acknowledged, Will C. Milam, Jr. as Trustee of the Will C. Milam and Angelina L. Milam Family Trust, under Declaration of Trust dated September 24, 1990, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, all that certain real property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibit "A", which is attached and incorporated herein

The Will C. Milam and Angelina L. Milam Family Trust, under Declaration of Trust dated September 24, 1990

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Will C. Milam, Jr., Trustee

EXHIBIT "A"

APNs 465-161-12 & 13  
Grant Deed

Lots 25, 26, 27 and 28 in Block 350 of the Town (now City) of Fresno, according to the map thereof recorded January 10, 1924, in Book 10, Page 28 of Plats, in the Office of the County Recorder of Fresno County.