

EXHIBIT "B"
REAL PROPERTY PURCHASE AND SALE
AGREEMENT AND JOINT ESCROW INSTRUCTIONS
Repape

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
465-161-14**

The CITY OF FRESNO, a municipal corporation ("BUYER"), and James J. Repape ("SELLER"), enter this 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, Fresno County, Assessor's Parcel #465-161-14 more particularly described in Exhibit "A", attached.
- B. SELLER has offered to sell the Property to the BUYER for a purchase price of \$120,000 dollars and 00/100 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 used for the original purchase of the properties. The Real Property is subject to HOME Program covenants, restrictions, and requirements including 24 CFR Part 92.
- D. BUYER desires to acquire the Property for increasing the supply of affordable housing consistent with its Housing Element programs.
- E. BUYER desires to demolish the existing structure on the property.
- F. BUYER desire to build or have built two (2) single-family homes of which two (2) will be made available to low-income first-time homebuyers and will provide on/off site improvement to the property.

AGREEMENT:

- 1 Purchase and sale. SELLER agrees to sell the Property to BUYER, and BUYER agrees to purchase the Property from SELLER, subject to the terms set forth in this agreement.
- 2 Conditions precedent. Escrow Closing and BUYER'S obligation to purchase the 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 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 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. BUYER will provide results of any and all tests to SELLER at close of escrow or cancellation thereof.
 - 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 6.3.
 - 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 twenty (120) 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 Twenty Thousand Dollars (\$120,000.00)("Purchase Price"). BUYER will pay the Purchase Price by depositing a check into the 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. These warranties shall survive the Closing and the recording of the grant deed. SELLER has disclosed to BUYER all information relative to site history known to him and BUYER proceeds accordingly with BUYER'S inspection as described in Section 2 herein

5 **Property Occupation.** SELLER shall not rent, re-rent, or otherwise permit any dwelling unit, if any, on the Subject Property to be re-occupied before Closing and after SELLER executes this Agreement.

6 **Opening Escrow.** The parties will open an escrow with Chicago Title Company located at 7330 N. Palm, Suite 101, Fresno, CA 93711 (559-451-3700), attention Cherie Zuniga.

6.1 Agreement as Joint Escrow Instructions. This Agreement, when signed by the parties and deposited with the Title Company will be the parties' joint escrow instructions. BUYER and SELLER will sign any other form instructions that the Title Company may require.

6.2 Deposits into Escrow. BUYER and SELLER will deposit all instruments, documents, money, and other items with the Title Company that (i) this Agreement identifies or (ii) Title Company requires to effect the Closing on the date specified below. SELLER will deposit a recordable grant deed, substantially in the form attached as Exhibit B, into the escrow or conditionally deliver it to BUYER within five days after BUYER signs this Agreement.

6.3 Title. SELLER will convey title of the Subject Property to BUYER free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to SELLER (and proration in paragraph 6.7 herein), in the preliminary title report, Order No. FWFM-4501402332-CU, by Chicago Title Company issued October 13, 2014, at 7:30 a.m.

6.4 Title and Closing Costs. SELLER will pay any costs of clearing and conveying title in the condition described in Section 6.3, above. BUYER will pay the costs of a CLTA owner's title policy insuring BUYER's title in the condition described in Section 6.3, escrow fees, and costs to record the grant deed. SELLER and BUYER will pay any other costs according to the custom in Fresno County.

6.5 Closing. The escrow will be considered closed "Closing," "Close," or the "Closing Date" on the date that the Title Company records the grant deed.

The escrow will be in condition to Close when any conditions to Close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the grant deed. The escrow will continue in effect until Closing unless BUYER or SELLER gives a 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.

- 6.6 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 6.3, above, for the purchase price or other lesser amount that BUYER designates.
- 6.7 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.
- 6.8 Risk of Loss. Any loss or damage, to the Subject Property or any improvements on it, before Closing is at SELLER's risk.
- 6.9 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.
- 6.10 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.

7 **Miscellaneous Provisions.**

- 7.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.
- 7.2 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 Resource Management Department Housing and
Community Development Division
2600 Fresno Street, Room 3070
Fresno, CA 93721-3604
559-621-8506

To SELLER:
James J. Repape
6014 N. Tielman
Fresno, CA 93711

- 7.3 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.
- 7.4 Environmental Indemnity. SELLER shall indemnify, hold harmless, and defend the BUYER, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the SELLER, BUYER, or any other third party, arising directly or indirectly from the release, presence or disposal of any hazardous substances or materials (as now or hereafter defined in any law, regulation, or rule) in, on, or about the Subject Property on or before Closing. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state or local law whether statutory or common law, ordinance, or regulation. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and attorneys' fees, and damages. Upon written notice from the BUYER, the SELLER, at SELLER's sole cost and expense, shall immediately assume the defense of any claims, suit, or action brought against the BUYER by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this paragraph. SELLER's obligations under this indemnity shall survive the close of escrow and the recording of the grant deed.
- 7.5 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.
- 7.6 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.

- 7.7 Time of the Essence. Time is of the essence of each term in this Agreement.
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 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.
- 7.12 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any provision in this Agreement will not affect the other provisions.
- 7.13 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.
- 7.14 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.
- 7.15 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.
- 7.16 Survival. All representations and warranties, indemnifications, and other provisions, which, by their nature are intended to continue, shall survive

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

Bruce Rudd, City Manager

Dated: _____, 2016

SELLER:
James J. Repape, deceased

Frances A. Scott

(Attach notary certificate of acknowledgment)
FRANCES A. SCOTT, Executor

Dated: March 28, 2016

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By _____
Deputy

Date: _____, 2016

APPROVED AS TO FORM
DOUGLAS T. SLOAN, City Attorney

By _____
Tracy Parvanian, Deputy City Attorney

Dated: _____, 2016

Attachments: Legal Description
Exemplar Deed of Trust

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 29, 30, 31, and 32 in Block 350 of the City of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Map recorded January 10, 1924, in Book 10, Page 28, of Plats.

APN: 465-161-14

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

APN 465-161-14

PW-2016-15536

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged, Jim J. Repape, 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

Dated: _____

Jim J. Repape

EXHIBIT "A"

APN 465-161-14
Grant Deed

Lots 29, 30, 31, and 32 in Block 350 of the City of Fresno, in the City of Fresno, County of Fresno, State of California, according to the Map recorded January 10, 1924, in Book 10, Page 28, of Plats.