

## ASSIGNMENT AND DELEGATION OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT AND DELEGATION OF PURCHASE AND SALE AGREEMENT (this Assignment) is made and entered into this \_\_\_\_ day of December, 2021 (the Effective Date), by and between the HOUSING AUTHORITY OF THE CITY OF FRESNO, a California public body corporate and politic (Assignor), and the CITY OF FRESNO, a California municipal corporation (Assignee). All capitalized terms used in this Assignment shall have the same meanings as set forth in the Purchase Agreement (defined below).

### RECITALS:

A. Assignor, as Buyer, and SINGH DALJIT and SURINKER KAUR, collectively, as seller (Seller), are parties to that certain Purchase and Sale Agreement dated February 27, 2021, as amended by that certain Extension of Time Addendum No. 1 dated June 23, 2021, and that certain Extension of Time Addendum No. 2 dated November 30, 2021, (collectively, the Purchase Agreement) for a 29,607 square-foot motel known as the Parkway Inn, located at 959 N. Parkway Drive, Fresno, CA 93728, Fresno County APN 449-324-11 (the Property). The Purchase Agreement is attached hereto as Exhibit "A" and is incorporated herein by this reference.

B. Assignor's mission is, in part, to support families and individuals by providing access to quality affordable housing within the City and County of Fresno.

C. The Purchase Agreement permits Assignor, as Buyer, to assign Buyer's rights, title, obligations, and interest under the Purchase Agreement to a third party without Seller's consent.

D. Pursuant to the Purchase Agreement, Assignor has deposited \$20,000 into escrow to apply to the Purchase Price for the Property (the Deposit).

E. Assignor now desires to assign and delegate to Assignee, and Assignee desires such assignment and delegation of, all of its rights, interests, and obligations under the Purchase Agreement for the Property pursuant to the terms and subject to the conditions set forth in this Assignment.

F. By letter dated August 27, 2021, Seller has identified several long-term tenants of the Property (the Long-Term Tenants) as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.

G. On December 14, 2021, Assignor's Board of Commissioners authorized the assignment and delegation of the Purchase Agreement to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment and Delegation. Pursuant to the Purchase Agreement, Assignor may assign its interest in the Property without Seller's consent. Effective as of the Effective Date, Assignor hereby assigns all of its rights, interests, and obligations under the Purchase Agreement to Assignee, and delegates to Assignee all of its duties, responsibilities, and obligations under the Purchase Agreement relating to the Property, including any potential relocation assistance as may be required under state or federal

law for the Long-Term Tenants. Any reference to "Buyer" in the Purchase Agreement shall apply to Assignee.

2. Acceptance of Assignment and Delegation. Effective as of the Effective Date, Assignee hereby accepts Assignor's assignment of all of Assignor's rights, interest, and obligations under the Purchase Agreement and hereby accepts Assignor's delegation of all of Assignor's duties, responsibilities, and obligations under the Purchase Agreement. On and after the Effective Date, Assignee shall perform all of the duties, responsibilities, and obligations of Assignor under the Purchase Agreement except that Assignee's City Council must agree to accept the Property prior to the Close of Escrow, as defined in the Purchase Agreement. Assignee covenants that it (1) approves, ratifies and confirms all terms, covenants, conditions and provisions of this Assignment, (2) will perform at Assignee's own expense all duties and obligation imposed on Assignee by the Assignment, and (3) expressly assumes and agrees to keep, perform, and fulfill all the terms, covenants, conditions, duties, and obligations, required to be kept, performed, and fulfilled by Buyer under the Purchase Agreement on and after the Effective Date.

3. Deposit: Reimbursement. Upon the Closing of Escrow, as defined in the Purchase Agreement, the Assignee shall prepare and execute escrow instructions directing the Escrow Holder to remit the following funds to Assignor: (1) the full amount of the Deposit of \$20,000; (2) as valuable consideration for this Assignment, the sum of One Dollar (\$1.00); and (3) reimbursement of due diligence expenses in the amount of \$9,245 as more specifically described in Exhibit "C" attached hereto and incorporated herein by this reference. In the event that Assignor does not receive such funds either prior to the Close of Escrow through electronic deposit or cashier's check as specified in this Section 3, this Assignment shall be void and the obligations contained herein shall be of no force and effect.

4. Indemnification. Assignee agrees to indemnify and hold Assignor harmless from and against any and all costs, liabilities, damages, expenses, or claims, including without limitation reasonable attorney fees, arising from or in connection with the Purchase Agreement after the Effective Date of this Assignment.

5. Further Assurances. Each party shall, at its own cost and expense, execute and deliver any such further documents and instruments and shall take such other actions as may be reasonably necessary to carry out this Assignment.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California (without regard to the conflicts of laws provisions thereof).

7. Counterpart Execution. This Assignment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

CITY OF FRESNO  
A California municipal corporation

HOUSING AUTHORITY OF THE CITY  
OF FRESNO, a California public body  
corporate and politic

By: \_\_\_\_\_  
Thomas Esqueda,  
City Manager

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

Name: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

Title: \_\_\_\_\_

(If corporation of LLC., Board Chair,  
Pres. or Vice Pres.)

By: \_\_\_\_\_ Date  
Tracy N. Parvanian  
Senior Deputy City Attorney

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

Name: \_\_\_\_\_

ATTEST:  
TODD STERMER, CMC  
City Clerk

Title: \_\_\_\_\_

(If corporation of LLC., CFO, Treasurer,  
Secretary of Assistant Secretary)

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

Attachments:

1. Exhibit A – Purchase and Sale Agreement February 27, 2021
2. Exhibit B – List of Long Stay Guests
3. Exhibit C – Reimbursable to Assignor Due Diligence Expenses

Exhibit A  
The Property and PSA

Exhibit B  
List of Long-Term Stay Guests Disclosed by the Seller

Exhibit C  
Due Diligence Expenses Reimbursable to Fresno Housing Authority