

# RESOLUTION NO. 87-012

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO  
ON DATE OF

January 27, 1987

AUTHORIZING THE EXECUTIVE DIRECTOR  
TO EXECUTE A PURCHASE AGREEMENT  
AND GRANT DEED FOR RENO CLUB

WHEREAS, the Executive Director was authorized by Resolution No. 86-013 to negotiate the purchase of certain property; and

WHEREAS, the owner of such property has agreed to convey his property on the terms of the purchase agreement and grant deed attached hereto as Exhibits A and B; now, therefore,

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO:

Section 1: The Executive Director is hereby authorized to execute the purchase agreement and grant deed attached hereto as Exhibits A and B.

Section 2: The Executive Director is authorized to reinstate eminent domain under Resolution 86-029, adopted June 10, 1986, if Mrs. Ramiero Martinez does not appear and execute a quitclaim deed to the Agency on or between February 13, 1987 as a part of escrow closing on the subject property.

Anne Ruden  
CHAIR

ATTEST:

William H. Flynn  
SECRETARY

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PARCEL NO. 002-121-01

Ramiro Martinez  
Seller(s)

AGREEMENT FOR SALE OF REAL PROPERTY

AGREEMENT between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, (hereinafter called "Buyer") and RAMIRO MARTINEZ (hereinafter called "Seller(s)") of the real property described in Paragraph 1 below.

IT IS AGREED AS FOLLOWS:

1. Seller(s) agrees to sell to Buyer and Buyer agrees to purchase from Seller(s) all that certain real property (hereinafter called "the real property") situated in the City of Sacramento, County of Sacramento, State of California, described in Exhibit "A" attached hereto upon the terms and for the considerations set forth in this Agreement.

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2. (a) The total purchase price shall be the sum of \$288,000.00 (ONE HUNDRED EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS) and is full consideration and compensation for the real property, loss of goodwill and patronage associated with the Seller's business on the real property, personal property direct losses and all relocation payments, and all other claims of damage relating to this purchase.

(b) Seller agrees to provide Buyer with a \$15,500.00 credit against the purchase price in that the Sacramento Transit Development Agency has previously paid Seller \$15,500.00 as part of an eminent domain action relating to a partial taking of th real property. As a result of such credit, Buyer shall be required only to pay Seller the amount of \$272,500.00 for the real property.

3. Buyer shall take title in fee simple to the real property free and clear of all liens and encumbrances, except any public utility easements affecting a portion of the real property or any supplemental tax lien assessed pursuant to Chapter 3.5 of the Revenue and Taxation Code, Sections 75 et seq.

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4. Seller shall within 5 days after the date of this Agreement provide Buyer with copies of any leases relating to such real property.

5. Security deposits and prepaid rent from Seller's tenants, if any, held by the Seller shall be refunded by Seller to such tenants before the close of escrow.

6. Taxes and assessments shall be paid in the following manner:

(a) Any taxes which are due but not paid at the closing of escrow shall be prorated in the customary manner as of the date of closing. If taxes have been paid by seller prior to the closing of escrow, there shall be no proration of such taxes and it shall be the responsibility of the Seller(s) to apply for a tax refund in the normal manner, through the office of the Tax Collector of the County of Sacramento.

(b) Any assessments, as well as notes and/or deeds of trust, shall be paid in full by the Seller(s) before the close of escrow.

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7. Title insurance premium, recording fees and other escrow expenses shall be borne by Buyer, except for any expenses relating to any liens, encumbrances and assessments, which shall be borne by Seller(s).

8. An escrow will be established to carry out this Agreement with a title company. Seller(s) hereby authorizes Buyer to select the title company and prepare and file escrow instructions in accordance with this Agreement on behalf of both Buyer and Seller(s). Escrow shall close on or before February 9, 1987.

9. All tenants and the Seller shall remove any and all personal property and fixtures and equipment from the premises and totally vacate the premises of the real property prior to the close of escrow.

10. A Grant Deed conveying the real property to Buyer will be executed by the Seller and delivered to the escrow agent for the representative of Buyer who has signed this Agreement. Such Deed shall be a No Fee Document recorded for the benefit of the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, pursuant to Rev. and Tax Code Sec. 11922.

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11. Buyer shall deposit the total amount of the purchase price in escrow before the close of escrow. Proceeds of the sale shall be mailed to Seller(s) by the title company at 1700 Alhambra Boulevard, Suite 200, Sacramento, CA 95816. Such proceeds shall be in the form of a check made payable to Roy E. Brewer and Ramiro Martinez.

12. Seller shall retain possession until the close of escrow.

13. If any real estate commissions are payable on this transaction, the commissions shall be fully-paid by Seller(s).

14. In the event of a default hereunder and the necessity of litigation to enforce any provision of this Agreement, the non-prevailing party in any litigation shall pay to the prevailing party therein, a reasonable sum as attorney fees and costs as shall be established by the Court.

15. This sale and purchase, at the sole discretion of Buyer, is subject to the results of a soil test showing no toxic substances are on the sites. Should toxic substances be identified on the sites, at the sole discretion of Buyer, this Agreement may be cancelled.

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16. Agency warrants that the Executive Director has been duly authorized to execute this Agreement.

17. Seller warrants that he owns the real property as separate property from his spouse.

Dated: \_\_\_\_\_

APPROVAL RECOMMENDED:

\_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
General Counsel

FINANCE DEPARTMENT APPROVAL:

BY: \_\_\_\_\_

Fund Code: 246  
Object Code: 4840  
Organization: ~~6300~~  
Cost Code: 0621 *MLF*

ORGANIZATIONAL APPROVAL:

BY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Ramiro Martinez  
Seller(s)

\_\_\_\_\_  
I.D. (or Social Security No.)

\_\_\_\_\_  
Spousal Consent

REDEVELOPMENT AGENCY OF THE  
CITY OF SACRAMENTO

BY: \_\_\_\_\_  
WILLIAM H. EDGAR  
Executive Director

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Exhibit "A"

The real property is situated in the State of California, County of Sacramento, City of Sacramento and is described as follows:

Lot 1, in the Block bounded by "D" and "E", 12th and 13th Streets of the City of Sacramento, according to the map or plan thereof.



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RECORDING REQUESTED BY  
Redevelopment Agency of the City of Sacramento

WHEN RECORDED MAIL TO:

TECHNICAL SERVICES DIVISION (17-TS)  
Sacramento Housing & Redevelopment Agcy  
462 "I" Street, Sacramento, CA 95814

ESCROW NO. G-323403-KAB Western Title

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Parcel No. ,002-0121-001

**GRANT DEED**

RAMIRO MARTINEZ, a married man

grant(s) to REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body corporate and politic, the real property in the City of Sacramento, County of Sacramento, State of California, described as follows:

Lot 1, in the Block bounded by "D" and "E", 12th and 13th Streets of the City of Sacramento, according to the map or plan thereof.

NO FEE DOCUMENT. Recorded for the benefit of the Redevelopment Agency of the City of Sacramento

Executed on \_\_\_\_\_

RAMIRO MARTINEZ

Signed in the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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