

40

# RESOLUTION NO. 86-076

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

November 25, 1986

AUTHORIZATION TO EXECUTE AN AGREEMENT  
FOR PURCHASE OF REAL PROPERTY  
LOCATED AT 3805 ALTOS AVENUE AND  
3841 ALTOS AVENUE - DEL PASO MARKET

WHEREAS the Implementation Strategy for the amended Del Paso Heights Redevelopment Plan identified action areas; and

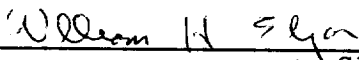
WHEREAS Kenneth F. Powell has prepared an appraisal report which establishes the market value of Sacramento County Assessor's Parcel Number 250-073-13 and 32 within an action area; now, therefore

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

Section 1: The Executive Director is authorized to execute the Agreement for Sale of Real Property (attached to this report as Exhibit A), identified as Assessor's Parcel Numbers 250-073-13 and 32, 3841 Altos Avenue and 3805 Altos Avenue, Sacramento, California.

  
CHAIR

ATTEST:

  
SECRETARY

RESOLUTION No. 86-076

NOV 25 1986

0557L

40

PARCEL NO. \_\_\_\_\_

Abdullah Fattah

Seller(s)

AGREEMENT FOR SALE OF REAL PROPERTY

AGREEMENT between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, (hereinafter called "Buyer") and ABDULLAH FATTAH (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.

RESOLUTION No. 86-076

(6)

NOV 25 1986

2. (a) The total purchase price shall be the sum of \$185,288.00 (ONE HUNDRED EIGHTY-FIVE THOUSAND TWO HUNDRED EIGHTY EIGHT 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. The amounts for such items are as follows:

Land and all improvements	-	\$ 90,000.00
Personal Property - Direct		
losses and relocation costs	-	65,288.00
Goodwill	-	30,000.00
		-----
	TOTAL	\$185,288.00

(b) Prior to the close of escrow, Seller shall advertise in the Sacramento Bee and Sacramento Union newspapers for eight days for the purpose of selling all the personal property included in Exhibit "B" attached hereto. The proceeds from the sale of any of the personal property shall be deducted from the purchase price for the personal property shown in Subparagraph 2(a) of this Agreement.

**RESOLUTION No. 86-076**  
NOV 25 1986

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.

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 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.

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 January 30, 1987.

9. All tenants and the Seller shall 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.

40

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 8212 Moss Oak Avenue, Citrus Heights, California 95610.

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.

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

**RESOLUTION NO. 86-076**

17. The parties have set forth herein the whole of their agreement. The parties agree that no representations have been made, other than those set forth herein.

18. Seller warrants that he owns the real property as separate property from his spouse, if any.

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

ORGANIZATIONAL APPROVAL:

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

\_\_\_\_\_  
Abdullah A. Fattah  
Seller(s)

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

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

REDEVELOPMENT AGENCY OF THE  
CITY OF SACRAMENTO

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

0518L

40

Exhibit "A"

PARCEL NO. 1:

Lot 22, of Block 16, as shown on the "Plat of West Del Paso Heights", recorded in Book 12 of Maps, Map No. 52, records of said County.

PARCEL NO. 2:

Lots 23 and 24 of Block 16, as shown on the "Plat of West Del Paso Heights", recorded in Book 12 of Maps, Map No. 52, records of said County.

EXCEPTING THEREFROM that portion of Lot 24, of Block 16, described as follows:

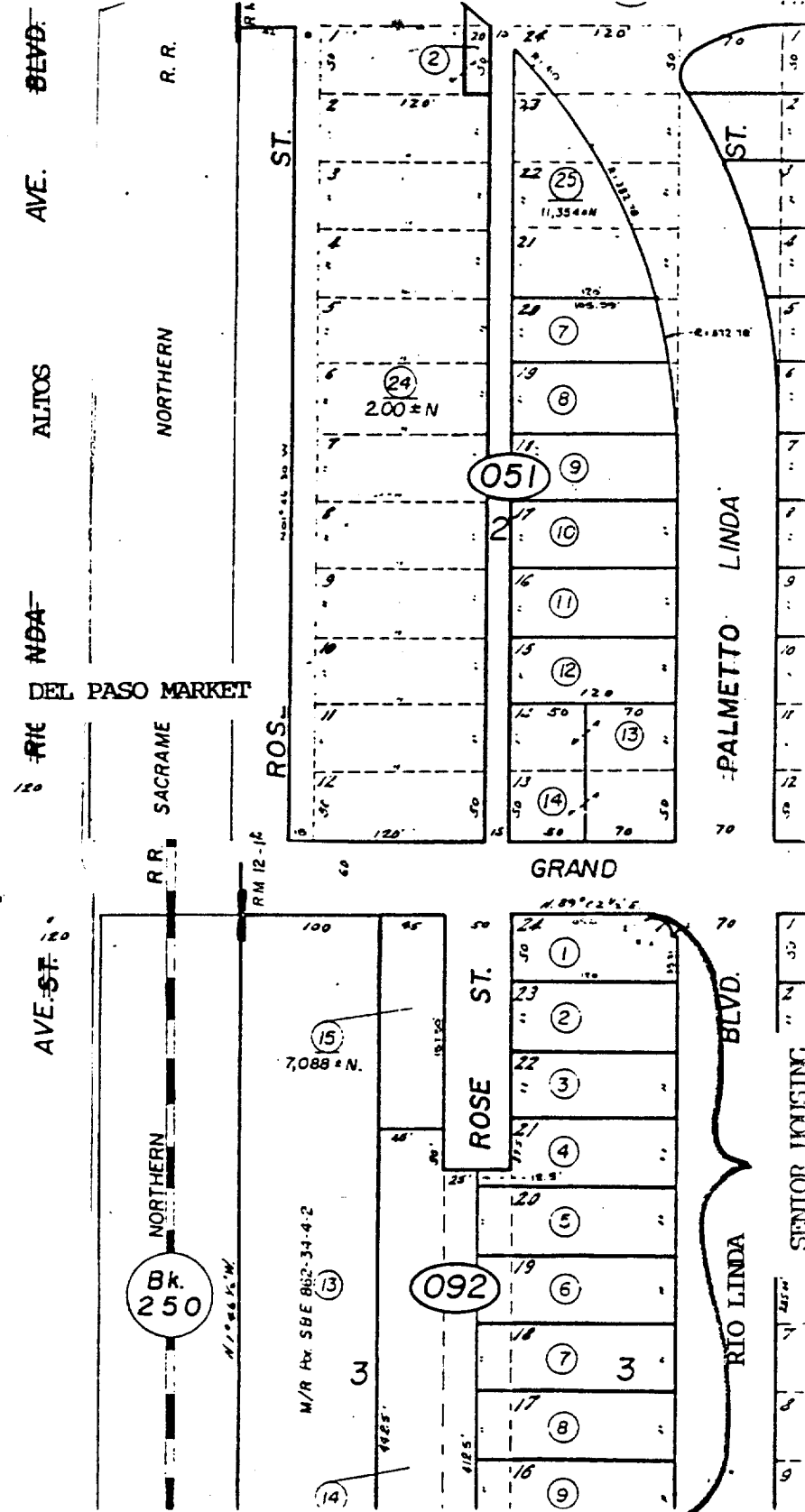
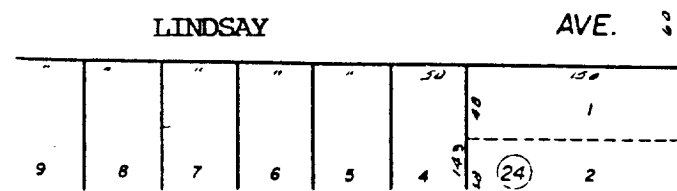
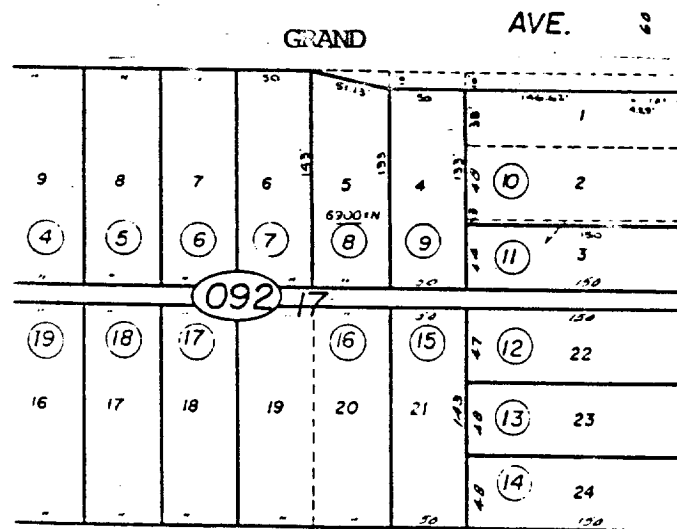
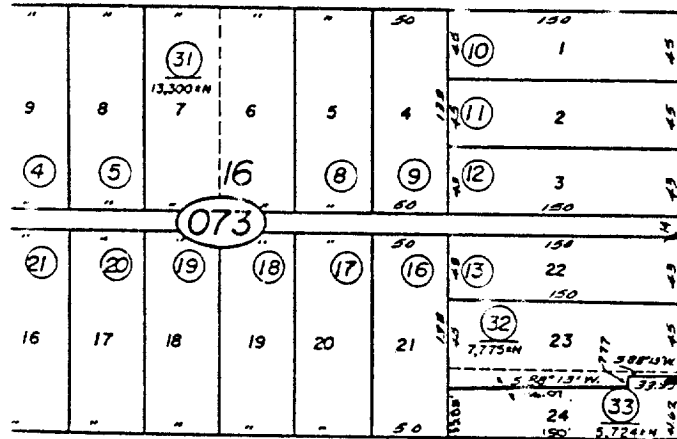
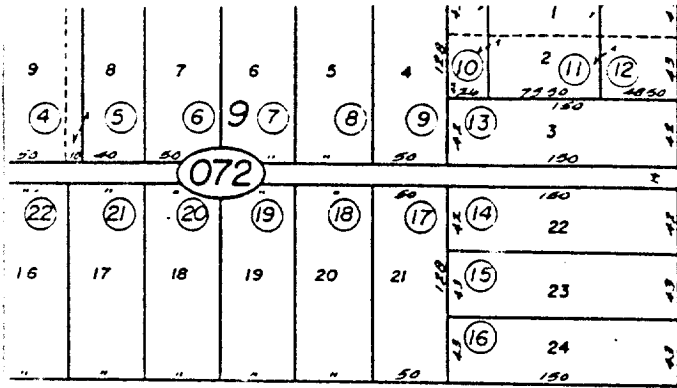
BEGINNING at the Southeast corner of said Lot 24; then from said point of beginning North 1° 47' West 41.62 feet, then South 88° 13' West 33.93 feet, then South 1° 47' East 7.77 feet, then South 88° 13' West 116.07 feet to the West line of said Lot 24 then South 1° 47' East 33.85 feet to the South line of said Lot 24 then North 89° 2' 30" East 150 feet to the point of beginning.

APN 250-073-13  
250-073-32

0518L

**RESOLUTION No. 86-076**  
NOV 25 1996





RESOLUTION No. 86-076

NOV 25 1986