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# RESOLUTION NO. 86-026

ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

ON DATE OF

May 27, 1986

AUTHORIZING THE EXECUTIVE DIRECTOR  
TO EXECUTE A PURCHASE AGREEMENT  
AND GRANT DEED  
FOR CITY CENTER MOTEL

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 Exhibit A; 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 Exhibit A.

Section 2: This resolution shall take effect immediately.

Aune Rudin  
CHAIR

ATTEST:

William H. Flynn  
SECRETARY

0229L

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RECORDING REQUESTED BY  
Redevelopment Agency of the City of Sacramento

WHEN RECORDED MAIL TO:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY

630 EYE STREET (P.O. BOX 1834)  
SACRAMENTO, CALIFORNIA 95814

Technical Services Division

Escrow No. 995891 & 995892-CS

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Parcel No. 002-082-15 & 16

**GRANT DEED**

EMIL E. MILLERS and FLORENCE E. MILLERS, his wife,

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:

002-082-15

PARCEL NO. 1:

The west 32 feet of the South 1/2 of Lot 9 in the Block bounded by "C" and "D", 12th and 13th Streets of the City of Sacramento, according to the map or plan thereof.

PARCEL NO. 2:

The West 32 feet of the North 1/2 of Lot 9 and the South 53 feet of the North 80 feet of Lot 10 in the Block bounded by "C" and "D", 12th and 13th Streets of the City of Sacramento, according to the map or plan thereof.

PARCEL NO. 3:

The South 1/2 of Lot 10 in the Block bounded by "C" and "D", 12th and 13th Streets, of the City of Sacramento, according to the map or plan thereof.

002-082-16

The North 27 feet of Lot 10, in the Block bounded by 12th and 13th and "C" and "D" Streets of the City of Sacramento, according to the official records.

Executed on 5/11/86

Emil E. Millers  
EMIL E. MILLERS  
Florence E. Millers  
FLORENCE E. MILLERS

Signed in the presence of:  
Lawrence D. Lawrence

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

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EMIL E. MILLERS

FLORENCE E. MILLERS, his wife  
Seller(s)

AGREEMENT FOR SALE OF REAL PROPERTY

AGREEMENT between the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (hereinafter called "Buyer") and the undersigned OWNER(S) (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 the Report of Title of Stewart Title of Sacramento, Carmichael, California, dated November 19, 1985, Order No. 995891 & 2-CS known as Assessor's Parcel Numbers 002-082-15 & 16 located at 317 & 331 12th Street, Sacramento, California 95814, upon the terms and for the considerations set forth in this Agreement.

2. The total purchase price shall be the sum of \$416,000.00  
(FOUR HUNDRED SIXTEEN THOUSAND AND NO/100 DOLLARS.)

3. Buyer shall take title to the real property free and clear of all liens and encumbrances, except the following items as shown on Preliminary Report of Title referred to in Paragraph 1, above:

B. Supplemental Tax Lien

4. 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. Should taxes have been paid prior to the closing of escrow, there shall be no proration of the 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).

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

6. An escrow will be established to carry out this Agreement with a title company. Seller(s) hereby authorizes Buyer to prepare and file escrow instructions in accordance with this Agreement on behalf of both Buyer and Seller(s).

7. A Grant Deed conveying the real property to Buyer will be executed and delivered to the representative of Buyer who has signed this Agreement, as agent for Seller(s) for the sole purpose of depositing said Deed in escrow (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).

8. 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.

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9. Proceeds of the \_\_\_\_\_ she be mailed to Seller(s) by the \_\_\_\_\_ company at will pick up

10. In the event a portion or all of the real property is occupied by Seller(s), Seller(s) may continue to occupy such property (or such portion) on a month-to-month tenancy if he/they shall execute Buyer's standard form of rental agreement for a fair and reasonable monthly rental rate, which agreement shall provide for termination of the tenancy by Buyer at any time after the close of escrow, upon the giving of thirty (30) days notice to Seller(s).

11. In the event a portion or all of the real property is tenant-occupied, Buyer's right to the rent from such tenant(s) shall commence on the first day of the month immediately following the close of escrow. Seller(s) shall pay to Buyer any rents collected by Seller(s) for any period beyond the first of the following month. Seller(s) shall have the right to collect and retain rents accruing for the period from close of escrow to the first of the following month.

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

13. 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 arising therefrom shall pay, in addition to any other damages awarded, to the prevailing party therein, a reasonable sum as attorney fees and costs as shall be established by the Court.

14. Grantor to retain ownership and possession of the personal property within the structures on the subject property: Provided, however that said personal property shall be removed within thirty (30) days following the close of escrow. Any personal property remaining after that date will be considered abandoned and will be removed by the grantee as part of the demolition of the structures on the subject property.

Dated: 5/1/86

Emil E. Millers  
EMIL E. MILLERS  
Florence E. Millers  
FLORENCE E. MILLERS  
Seller(s)

APPROVAL RECOMMENDED:

BY: Louise B. Jensen

I.D. NO: 562-48-8602  
(or Social Security Number)

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
General Council

REDEVELOPMENT AGENCY OF THE  
CITY OF SACRAMENTO

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

FINANCE DEPARTMENT APPROVAL:

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

Fund Code: 211  
Object Code: 4840  
Organization: 6300  
Cost Code: 0621

ORGANIZATIONAL APPROVAL:

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

Form approved by Agency  
Counsel on 2-14-85.

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