

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement (“Agreement”) is entered into effective on September 26, 2018 (“Effective Date”) by and between the City of Reedley, a California municipal corporation (“Buyer”) and Carmen & Guadalupe Escobar TRS (“Seller”) pursuant to the following recitals:

RECITALS:

- A. WHEREAS, Seller owns certain real property located at 1148 11th Street, City of Reedley, within the County of Fresno, State of California.
- B. WHEREAS, Seller’s real property consists of two parcels, specifically Assessor Parcel numbers 368-223-12 and 368-223-13, and Buyer desires to acquire both parcels located at 1148 11th Street in Reedley, California, for a municipal water well treatment facility (the “Project”); and
- C. WHEREAS, Seller is willing to sell the aforementioned real property to Buyer under the terms and conditions of this Agreement; and
- D. WHEREAS, Buyer and Seller have agreed to Buyer’s purchase of the real property by means of this Agreement and the recordation of a grant deed conveying the Property to Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT:

1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain real property located at 1148 11th Street in Reedley, California, in the County of Fresno, California, consisting of Fresno County Assessor’s Parcel No. 368-223-12 and 368-223-13 as more particularly described in Exhibit “A” and depicted on Exhibit “B” attached hereto and incorporated herein, along with all easements, licenses, and interests appurtenant thereto, and all entitlements, owned or held by Seller in connection therewith (collectively, the “Property”).
2. Purchase Price. The total purchase price to be paid by Buyer for the Property shall be Sixty Three Thousand dollars (\$63,000.00) (the “Purchase Price”). As provided herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company’s requirements for immediately available funds at close of escrow.

3. Seller's representations and warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from 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 Property, (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property.

4. Buyer's representations and warranties. Buyer represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the grant deed.

5. Escrow. Following execution of this Agreement, the parties shall open an escrow with Chicago Title Company, 1140 F Street #103, Reedley, California ("Title Company"). This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

5.1 Deposits into escrow. Buyer and Seller will deposit all documents, money, and other items with the Title Company that are: (a) identified in this Agreement, or (b) required by the Title Company to effect the close of escrow as provided herein.

5.2 Title. Title Company shall provide Buyer with a preliminary title report for the Property within ten (10) days of opening escrow. Seller must convey title to the 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, subject only to title exceptions accepted by Buyer in writing to Title Company.

5.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 5.2 above, including but not limited to any fees associated with the partial or full reconveyance of any deed(s) of trust, and any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 5.2, and all escrow fees and costs to record the grant deed.

- 5.4 Close of escrow. The escrow shall be in condition to close when all 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 conveying title to the Property from Seller to Buyer. The escrow will be considered closed on the date the grant deed is recorded ("close of escrow"). The parties anticipate and intend that escrow will close within sixty (60) days following the Effective Date of this Agreement.
- 5.5 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's fee title in the condition set forth in Section 5.2 above, for the amount of the Purchase Price.
- 5.6 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.

6. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may waive the condition and close escrow, or may terminate this Agreement by giving the Seller and Title Company five (5) days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation fee, and Buyer will have no further obligation to Seller.

7. Buyer's right to enter Property. Upon execution of this Agreement, Seller grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times, enter upon, over, across, and under the Property and enter upon, over and across Seller's real property adjacent to the Property for purposes of conducting investigations, tests, examinations, and taking soil samples. Such right of entry shall be irrevocable during escrow. The Purchase Price herein includes full payment for such right of entry on the Property. If escrow does not close for any reason, Buyer shall cure or indemnify Seller for any damage to the Property caused by Buyer, its agents, employees, permittees, contractors, or assigns during investigations, tests, examinations and sampling.

8. Miscellaneous Provisions.

8.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

8.2 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 served personally on the person to receive the notice, or 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.

To Seller:

Carmen & Guadalupe Escobar
1219 N. Frankwood
Reedley, Ca. 93654

To Buyer:

City of Reedley
Attn. City Manager
845 G Street
Reedley, Ca. 93654

8.3 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

8.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.

8.5 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.

8.6 Time of the Essence. Time is of the essence of each term in this Agreement.

8.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.

8.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of and fully bind such party.

- 8.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 8.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 8.11 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.


IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement as of the Effective Date set forth above.

BUYER:
City of Reedley, A California Municipal
Corporation

SELLER:
Carmen & Guadalupe Escobar

By 

Nicole R. Zieba, City Manager

By 

Printed Name: Guadalupe Escobar

Exhibit A

(Legal description)

1 Property Address: 1148 ELEVENTH REEDLEY CA 93654-2923

Ownership

County: **FRESNO, CA**
Assessor: **PAUL DICTOS, ASSESSOR**
Parcel # (APN): **368-223-13**
Parcel Status: **ACTIVE**

Owner Name: **ESCOBAR CARMEN & GUADALUPE**

Mailing Address: **1219 N FRANKWOOD REEDLEY CA 93654**

Legal Description: **LOTS A & 5 BLK 3 REEDLEY**

Assessment

Total Value:	\$51,724	Use Code:	CS00000	Use Type:	RESID. SINGLE FAMILY
Land Value:	\$51,724	Tax Rate Area:	008-029	Zoning:	CC
Impr Value:		Year Assd:	2017	Census Tract:	66.02/3
Other Value:		Property Tax:		Price/SqFt:	
% Improved:	0%	Delinquent Yr:			
Exempt Amt:		HO Exempt:	N		

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:				02/24/1989
Document Number:				0020268
Document Type:				
Transfer Amount:				
Seller (Grantor):				

Property Characteristics

Bedrooms:		Fireplace:		Units:	
Baths (Full):		A/C:		Stories:	
Baths (Half):		Heating:		Quality:	
Total Rooms:		Pool:		Building Class:	
Bldg/Liv Area:		Park Type:		Condition:	
Lot Acres:	0.143	Spaces:		Site Influence:	
Lot SqFt:	6,250	Garage SqFt:		Timber Preserve:	
Year Built:				Ag Preserve:	
Effective Year:					

2 Property Address: 1148 ELEVENTH REEDLEY CA 93654-2923

Ownership

County: **FRESNO, CA**
 Assessor: **PAUL DICTOS, ASSESSOR**
 Parcel # (APN): **368-223-12**
 Parcel Status: **ACTIVE**
 Owner Name: **ESCOBAR CARMEN & GUADALUPE TRS**
 Mailing Address: **1219 N FRANKWOOD REEDLEY CA 93654**
 Legal Description: **PAR IN LOTS 6-12 & D BLK 3 REEDLEY**

Assessment

Total Value:	\$23,431	Use Code:	C000000	Use Type:	VACANT
Land Value:	\$23,431	Tax Rate Area:	008-029	Zoning:	CC
Impr Value:		Year Assd:	2017	Census Tract:	66.02/3
Other Value:		Property Tax:		Price/Sqft:	
% Improved:	0%	Delinquent Yr:			
Exempt Amt:		HO Exempt:	N		

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:				01/23/2003
Document Number:				0016802
Document Type:				
Transfer Amount:				
Seller (Grantor):				

Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres:	Spaces:	Site Influence:
Lot SqFt:	Garage SqFt:	Timber Preserve:
Year Built:		Ag Preserve:
Effective Year:		

Exhibit B

(Map)



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1 = 368-223-13

2 = 368-223-12



REEDLEY CITY COUNCIL

- Consent Calendar
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 5

DATE: September 25, 2018

TITLE: APPROVAL OF ITEMS PERTAINING TO PROPERTY PROCUREMENT AND DESIGN AND ENGINEERING SERVICES FOR TCP TREATMENT FACILITIES AT MUNICIPAL WATER WELLS 12, 13, AND 14 FOR FISCAL YEAR 2018-2019.

- A. APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A REAL ESTATE SALES AGREEMENT TO PROCURE PROPERTY LOCATED AT 1148 11TH STREET IN REEDLEY FOR WATER TREATMENT FACILITIES FOR MUNICIPAL WATER WELLS 12 AND 5.
- B. ADOPT RESOLUTION NO. 2018-080 AMENDING THE 2018-2019 ADOPTED BUDGET TO APPROPRIATE \$68,000 FOR THE PROCUREMENT OF PROPERTY FOR TCP TREATMENT FACILITIES FOR WATER WELLS 12 AND 5 FROM THE GROUNDWATER TREATMENT FUND.
- C. ADOPT RESOLUTION NO. 2018-081 AMENDING THE 2018-2019 ADOPTED BUDGET TO REAPPROPRIATE UNUSED 2017-2018 FUNDS IN THE AMOUNT OF \$349,192 FOR DESIGN AND ENGINEERING SERVICES FOR TCP TREATMENT FACILITIES FOR WATER WELLS 14, 13, AND 12 FROM THE GROUNDWATER TREATMENT FUND.

SUBMITTED: Russ Robertson, Public Works Director 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

That the City Council approve and authorize the City Manager to execute a sales agreement to purchase property located at 1148 11th Street, specifically Assessor Parcel Numbers 368-223-12 and 368-223-13, for the purpose of placing municipal water well treatment facilities for water wells 12 and 5.

That the City Council adopt Resolutions 2018-080 and 2018-081 which appropriate funds for the procurement of the aforementioned property as well as for the design and engineering of Trichloropropane (TCP) treatment facilities for wells 14, 13, and 12 as originally approved by the City Council with the adoption of Resolution 2018-029 on March 27, 2018.

EXECUTIVE SUMMARY

On March 27, 2018, the City Council approved an agreement with AECOM Engineering and adopted Resolution 2018-029 appropriating \$355,674 for design and engineering services for TCP treatment facilities at municipal water wells 12, 13, and 14. In the 2017-2018 fiscal year, only \$6,482 of the appropriation was spent. To complete the work, staff is requesting the re-appropriation of the balance of the funding from the Groundwater Treatment fund, which is \$349,192 into the 2018-2019 fiscal year budget.

During the initial stages of the design process, City staff researched possible locations for the TCP treatment vessels for water well 12 because there is not sufficient room for the treatment vessels at the well site. An available vacant parcel was located at 1148 11th Street, near water well 5. Well number 5 has had detections of TCP but has not yet tested above the Maximum Contaminate Level. It was determined that the procurement of this property could serve to house treatment facilities for both wells 12 and 5 and the procurement of only one property would result in a long term cost savings for the City. Staff met with the property owner and negotiated a final sales price of \$63,000. Closing cost and attorney review cost are anticipated to be approximately \$5,000 for a total cost of \$68,000.

FISCAL IMPACT

No impact to the Water Enterprise Fund. Reduction of the Groundwater Treatment Fund in the amount of \$417,192.

ATTACHMENTS

Real Property Purchase and Sale Agreement with Exhibits
Resolution No. 2018-080
Resolution No. 2018-081