AGENDA

OCTOBER 18, 2023

NOTICE AND CALL OF A SPECIAL MEETING
HOUSING SUCCESSOR AGENCY AND
CITY COUNCIL
CITY OF YUBA CITY

6:00 P.M. SPECIAL MEETING - CLOSED SESSION AFTER SPECIAL MEETING
BUTTE ROOM

MAYOR	•	Wade Kirchner
VICE MAYOR	•	Shon Harris
COUNCILMEMBER	•	Marc Boomgaarden
COUNCILMEMBER	•	Michael Pasquale
COUNCILMEMBER	•	Dave Shaw
CITY MANAGER	•	Diana Langley
CITY ATTORNEY	•	Shannon L. Chaffin

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible

*The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. Please visit yubacity.net ADA & Accessibility Resources page. If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to help. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested. Please contact City offices at (530) 822-4817 or **(TTY: 530-822-4732)**, so such aids or services can be arranged. Requests may also be made by email at cityclerk@yubacity.net or citymanager@yubacity.net or mail City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993.*

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PLEASE TAKE NOTICE, that pursuant to California Government Code Section 54956, Mayor Wade Kirchner has called a Special Meeting of the City Council as set forth in this Agenda.

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at www.yubacity.net, subject to staff's availability to post the documents before the meeting.

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council in the Butte Room prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session.

Special Meeting

Call to Order

Roll Call

__ Mayor Kirchner
__ Vice Mayor Harris
__ Councilmember Boomgaarden
__ Councilmember Pasquale
__ Councilmember Shaw

Pledge of Allegiance to the Flag

Public Communication

1. **Members of the public may address the City Council concerning any item that has been described in the notice of this meeting.**

Consent Calendar

All matters listed under Consent Calendar are considered to be routine and can be enacted in

one motion. There will be no separate discussion of these items prior to the time that Council votes on the motion unless members of the City Council request specific items to be discussed or removed from the Consent Calendar for individual action.

2. Successor Housing Agency to the Yuba City Redevelopment Agency Sale of 1483 Gray Avenue

Recommendation: Adopt a Resolution authorizing the City Manager, as the Executive Director on behalf of the Board of Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 1483 Gray Avenue (APN 51-095-020), and all other necessary documents, in the amount of $275,000 to Khan Khan and Nasim Khan, and authorize the Finance Director to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund

Closed Session

A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)
Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Ann Gillen, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCW
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees

Adjournment

CITY OF YUBA CITY
STAFF REPORT

Date: October 18, 2023
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Successor Housing Agency to the Yuba City Redevelopment Agency Sale of 1483 Gray Avenue to Khan Khan and Nasim Khan

Recommendation: Adopt a Resolution authorizing the City Manager, as the Executive Director on behalf of the Board of Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 1483 Gray Avenue (APN 51-095-020), and all other necessary documents, in the amount of $275,000 to Khan Khan and Nasim Khan, and authorize the Finance Director to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund

Fiscal Impact: Sale Price - $275,000
Estimated Net Proceeds - $255,000

Purpose:

To sell 1483 Gray Avenue which has been deemed a surplus property by the Successor Housing Agency to the Yuba City Redevelopment Agency.

Council's Strategic Goal:

This item supports Council's goal of fiscal responsibility as the disposition of the property will generate funds to place in the City's Low-Moderate Housing Fund, which can be used to support affordable housing projects.

Background:

On November 15, 2022, the City Council as the Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency (Successor Housing Agency) declared 1483 Gray Avenue to be a surplus property. Per the Surplus Land Act (SLA), staff issued a notice of availability and did not receive any interest from any housing sponsors. The Department of Housing and Community Development (HCD) has determined that staff met all of the requirements under the SLA and the Successor Housing Agency is permitted to proceed with the sale or lease of the property.

Analysis:

1483 Gray Avenue was placed on the market in July. The property was listed at $300,000 and multiple offers were received, including an offer from Khan Khan and Nakim Khan in the amount of $275,000. Based on the condition of the house and the current housing market, staff recommends that the City Council as the Directors to the Successor Housing Agency accept the offer and authorize the City Manager to execute a Grant Deed and all necessary paperwork to sell the property to Guarav K. Sharma.

The Successor Housing Agency is required to place the sale proceeds in a separate Low and Moderate Income Housing Asset Fund, and use those funds for affordable housing purposes in accordance with the law.

Fiscal Impact:

With a sales price of $275,000, the estimated net proceeds are $255,000

Alternatives:

1. Do not sell and take the property off of the market.
2. Do not accept the offer and place the property back on the market.

Recommendation:

Adopt a Resolution authorizing the City Manager, as the Executive Director on behalf of the Board of Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency, to execute an Agreement for Purchase and Sale of Real Property located at 1483 Gray Avenue (APN 51-095-020), and all other necessary documents, in the amount of $275,000 to Khan Khan and Nasim Khan, and authorize the Finance Director to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund

Attachments:

1. Resolution - 1483 Gray Avenue
2. Exhibit A - PSA 1483 Gray Avenue

Prepared By:
Diana Langley
City Manager/Executive Director

Submitted By:
Diana Langley
City Manager/Executive Director

ATTACHMENT 1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING THE CITY MANAGER, AS THE EXECUTIVE DIRECTOR ON BEHALF OF THE SUCCESSOR HOUSING AGENCY TO THE YUBA CITY REDEVELOPMENT AGENCY, TO EXECUTE AN AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY LOCATED AT 1483 GRAY AVENUE (APN 51-095-020), AND ALL OTHER NECESSARY DOCUMENTS, IN THE AMOUNT OF $275,000 TO KHAN KHAN AND NAKIM KHAN, AND AUTHORIZE THE FINANCE DIRECTOR TO PLACE SALE PROCEEDS IN THE SUCCESSOR AGENCY LOW AND MODERATE INCOME HOUSING ASSET FUND

WHEREAS, on November 15, 2022, the City Council as the Directors of the Successor Housing Agency to the Yuba City Redevelopment Agency (Successor Housing Agency) declared 825 Jones Street to be a surplus property; and

WHEREAS, in accordance with the Surplus Land Act, staff issued a notice of availability and did not receive any interest from any housing sponsors; and

WHEREAS, the Department of Housing and Community Development has determined that staff met all of the requirements under the Surplus Land Act and the Successor Housing Agency is permitted to proceed with the sale or lease of the property; and

WHEREAS, 1483 Gray Avenue was placed on the real estate market in July, multiple offers were received, including an offer from Kevin Jhovany and Ramon Rojas in the amount of $297,499; and

WHEREAS, staff recommends that the City Council as the Directors to the Successor Housing Agency accept the offer and authorize the City Manager, as the Executive Director on behalf of the Successor Housing Agency, to execute an Agreement for Purchase and Sale; and

WHEREAS, the Successor Housing Agency is required to place the sale proceeds in a separate Low and Moderate Income Housing Asset Fund.

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

1. The City Manager, as Executive Director on behalf of the Successor Housing Agency to the Yuba City Redevelopment Agency, is authorized to execute and Agreement for Purchase and Sale of Real Property located at 1483 Gray Avenue (APN 51-095-020), and all other necessary documents, in the amount of $275,000 to Khan Khan and Nakim Khan.
2. The Finance Director is authorized to place sale proceeds in the Successor Agency Low and Moderate Income Housing Asset Fund.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 18th day of October, 2023.

AYES:

NOES:

ABSENT:

Wade Kirchner, Chair of Successor Agency

ATTEST:

Ciara Wakefield, Deputy City Clerk of Successor Agency

APPROVED AS TO FORM
COUNSEL FOR SUCCESSOR AGENCY

Shannon Chaffin
Agency Counsel

Exhibit A: Purchase and Sale Agreement

EXHIBIT A

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this 18th day of October, 2023 ("**Agreement Date**") by and among Khan Khan and Nakim Khan (jointly and severally the "**Buyer**"), City of Yuba City as Successor Agency to the former Redevelopment Agency of the City of Yuba City, a public agency ("**Seller**") and OLD REPUBLIC TITLE COMPANY, a corporation ("**Escrow Holder**" and "**Title Company**").

R E C I T A L S:

A. Seller owns that certain residential real property located at 1483 Gray Avenue in Yuba City, State of California (APN 051-095-020) legally described as set forth on **Exhibit A** ("**Property**").

B. Buyer is willing to purchase the Property in AS-IS condition pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and incorporating the recitals above, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property in AS-IS condition.

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") with Old Republic Title Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Jayne Silveira, escrow officer ("**Escrow Officer**") at Old Republic Title Company, 855 Harter Parkway, Suite 130, Yuba City Jsilveira@ortc.com (530) 673-8841 ("**Escrow**") together with the Deposit (as defined in Section 3.2(a)) ("**Opening of Escrow**").

3. PURCHASE PRICE.

3.1 ***Purchase Price.*** The Purchase Price for the Property is Two Hundred Seventy-Five Thousand Dollars ($275,000) ("**Purchase Price**").

3.2 ***Payment of Purchase Price.*** The Purchase Price shall be paid as follows:

(a) ***Deposit.*** At Opening of Escrow, Buyer shall deposit the sum of Two Thousand Five Hundred Dollars ($2,500) with Escrow Holder ("**Deposit**").

(b) ***Balance of Funds***. At least one (1) business day prior to the Closing, Buyer shall deposit balance of the Purchase Price with Escrow Holder in Good Funds (as defined below).

3.3 ***Disbursement of Seller's Net Proceeds.*** At the Closing, the net proceeds (as

determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 ***Good Funds.*** All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 ***Seller.*** Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

a. Executed and acknowledged grant deed in the form of Exhibit B ("**Grant Deed**").

b. A Non-Foreign Affidavit as required by federal law.

c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.2 ***Buyer.*** Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

a. A Preliminary Change of Ownership Statement completed in the manner required in Sutter County.

b. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 ***Recordation, Completion and Distribution of Documents***. Escrow Holder will cause Grant Deed to be recorded when it can issue the Owner's Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within ten (10) days after Buyer has provided the Buyer's Due Diligence Approval Notice by the Outside Due Diligence Date (pursuant to Section 7), but no later than thirty-five (35) days after the Opening of Escrow ("**Closing Date**") unless extended as evidenced by a writing signed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Sutter County, California.

5.2 Possession. Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all claims of possession and all debris.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

5.4 Executive Director's Authority. Seller by its execution of this Agreement hereby agrees that its Executive Director or designee (who has been designated by Executive Director's written notice delivered to Buyer and Escrow Holder) shall, in Executive Director's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Seller including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the Executive Director or their designee shall be binding on Seller.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the Successor Agency Board, provided that such minor modifications are approved by the Agency's legal counsel.

6. TITLE POLICY.

6.1 *Approval of Title.*

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Placer Title Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within five (5) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of five (5) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 *Title Policy*. At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA/CLTA Homeowner's Owner's Policy of title insurance ("**Owner's Title Policy**") insuring

title to the Property vested in Buyer in the amount of the Purchase Price, containing only exceptions approved or waived by Buyer in accordance with this Section. The cost of the Owner's Title Policy to Seller shall be paid by Buyer.

7. TRANSFER DISCLOSURE STATEMENT, STATUTORY DISCLOSURES & DUE DILIGENCE.

7.1 Transfer Disclosure Statement. Within two (2) days after the Opening of Escrow, Seller shall provide a completed and executed Transfer Disclosure Statement (as specified in Civil Code Section 1102) ("**TDS**") for Buyer's review and approval. If Buyer disapproves the completed TDS, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period (as defined in Section 7.6). If Buyer does not disapprove the TDS within the Due Diligence Period, Buyer shall be deemed to have approved it. Buyer and any Buyer's agent shall execute the TDS and deliver a copy to Seller.

7.2 Natural Hazard Disclosure Report with Tax Disclosures. Within two (2) days after the Opening of Escrow, Escrow Holder shall order and deliver to Buyer a comprehensive natural hazard disclosure and tax report from Disclosure Source ("**NHD Report**") for Buyer's review and approval. If Buyer disapproves the NHD Report, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the NHD Report within the Due Diligence Period, Buyer shall be deemed to have approved it. Buyer shall execute the acknowledgement statement that accompanies the NHD Report and deliver a copy to Seller.

7.3 Lead-Based Paint Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer the statutory Lead-Based Paint Disclosure and pamphlet as required by federal law ("**Lead Paint Disclosure**") for Buyer's review and approval. If Buyer disapproves the Lead Paint Disclosure, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the Lead Paint Disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it. Waiver of the Lead Paint Disclosure is prohibited by law. Buyer shall execute the Lead Paint Disclosure and deliver same to Seller.

7.4 Material Facts & Insurance Claims. Within two (2) days of the Opening of Escrow, Seller shall disclose to Buyer in writing all known material facts and defects including known insurance claims within the last five (5) years preceding the Agreement Date

7.5 Other Statutory Disclosures. Within two (2) days of Opening of Escrow, Seller shall deliver to Buyer all other applicable statutory disclosures (including, but not limited to, notice or actual knowledge of release of illegal controlled substance, etc.) as required by law for Buyer's review and approval. If Buyer disapproves any such disclosures, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove a statutory disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it and Buyer shall execute any documents reasonably required by Seller to evidence same and deliver same to Seller.

7.6 Due Diligence. For a period of up to thirty (30) days following the Opening of Escrow ("**Due Diligence Period**"), Buyer shall have the right to review and inspect the Property and conduct such tests as reasonably determined by Buyer. Buyer shall reasonable efforts to expediate any and all investigations provide same does not involve additional cost to Seller. Seller grants to Buyer, its agents and employees, upon reasonable notice to Seller, a limited

license to enter the Property for the purpose of conducting such due diligence as reasonably required by Buyer at Buyer's sole cost and expense. As a condition to Buyer's entry and inspection, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed under this Agreement. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Buyer's approval of the condition of the Property as well as the TDS, NHD Report, Lead Paint Disclosure and all other disclosures and notices delivered to Buyer under this Agreement, which approval may be withheld in Buyer's sole discretion. Failure of Seller to provide access to the Property to make inspect the Property at a day and time requested by Buyer shall be a material breach of this Agreement and Buyer shall have the right to immediately terminate this Agreement and the escrow.

7.7 Indemnity: Buyer agrees to defend and indemnify Seller for any claims that arise out of Buyer's inspection or testing of the Property.

7.8 Statutory Disclosures. As required by law, Seller makes the following disclosures to Buyer:

a. No HOA. The Property is subject to certain covenants, conditions and restrictions. However, there is no homeowner association and there are no HOA assessments to which the Property is subject.

b. **Megan's Law**. "Notice: Pursuant to Section 290.46 of the Penal Code information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on a sex offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP code in which he or she resides. (Neither Seller or Broker are required to check this website)."

c. **Gas and Hazardous Liquid Transmission Pipelines**. "This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public at the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission lines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP code and county on the NPMS Internet Web site."

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 *Conditions to Buyer's Obligations*. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

(a) Title Company will issue the Owner's Title Policy as specified in Section 6.2.

(b) Escrow Holder holds and will deliver to Buyer the instruments accruing to Buyer pursuant to this Agreement.

(c) Seller is not in default of its obligations under this Agreement.

8.2 ***Conditions to Seller's Obligations*****.** The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(b) Buyer shall have executed all documents required under this Agreement and delivered same to Seller.

(c) Buyer is not in default of its obligations under this Agreement.

9. LIMITED REPRESENTATIONS AND WARRANTIES.

9.1 ***Limited Representations and Warranties*****.** Seller hereby makes the following representations and warranties to Buyer to the best of its knowledge and without the duty to investigate, each of which is true in all respects as of the Agreement Date and the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

a. Seller has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

b. There are no pending or threatened lawsuits or claims which would affect the Property.

c. The Property is not subject to a homeowner's association nor any such association assessments.

d. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions.

e. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.

f. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller that shall survive the Close of Escrow.

g. Until the Closing, Seller shall not do anything which would impair Seller's title to any of the Property.

h. Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California

Revenue and Tax Code Section 18805 and that it will deliver to Buyer through Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("Non-foreign Affidavit").

i. Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

j. No construction or repair work has been done on the Property within the six (6) months prior to the Opening of Escrow.

9.2 ***Breach; Indemnification.*** If a breach of a representation, warranty or covenants occurs before Closing and Buyer is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement in Buyer's sole discretion. If Buyer does not elect to terminate this Agreement, Buyer shall be deemed to have waived any such breach.

10. ESCROW PROVISIONS.

10.1 ***Escrow Instructions*****.** Sections 1; 2 through 6 inclusive, 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 ***General Escrow Provisions*****.** Escrow Holder shall deliver the Owner's Title Policy to Buyer and instruct the Sutter County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Sutter County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Utilities. Buyer and Seller shall cause all utilities which are in the name of Seller to be transferred to the name of Buyer as of the Close of Escrow or as soon thereafter as practicable. Utilities shall be prorated to the Close of Escrow. In the event final amounts with respect to said prorations are not available as of Close of Escrow, the proration shall be done on an estimated basis and the parties shall prepare a final proration within sixty (60) days following Close of Escrow. Any party who is obligated to pay net amounts based on said final proration shall reimburse the other party said amount within thirty (30) days after completion of the final proration.

10.4 ***Real Property Taxes*****.** Seller is a public agency and exempt from real property taxes so no prorations will be required at Closing.

10.5 ***Payment of Costs.***

a. ***Cost Allocation.*** Seller shall pay the costs for the Owner's Title Policy, escrow costs and recording fees. Seller shall also pay the cost of the NHD Report, documentary transfer taxes, escrow costs, and $500 for a home warranty, any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6, and provide a $3,000 credit for repairs ("**Seller's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

b. ***Closing Statement.*** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

10.6 ***Termination and Cancellation of Escrow.*** If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.7 ***Information Report***. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.8 ***No Withholding as Foreign Seller.*** Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code §1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

10.9 ***Brokerage Commissions.*** Both parties are represented by a broker**.** Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all

liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

11. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER MAY ELECT TO SUE BUYER UNDER THIS PROVISION OR TO WAIVE THIS PROVISION AND PROCEED AGAINST BUYER FOR ALL APPLICABLE DAMAGES RESULTING FROM BUYER'S DEFAULT.

_____	_____
Seller's Initials	**Buyer's Initials**

12. NOTICES. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) business days after deposit into the U.S. Mail.

To Seller:	City of Yuba City as Successor Agency 1201 Civic Center Boulevard Yuba City, CA 95993 Attn: Diana Langley, Executive Director
With a Copy to:	Aleshire & Wynder, LLP 2440 Tulare Street Suite 410 Fresno, CA 93721 Attn: Shannon Chaffin, Agency Counsel
To Buyer:	Khan Khan and Nakim Khan 542 Silva Avenue Marysville, CA 95901-3135
To Escrow Holder:	Old Republic Title Company 855 Harter Parkway, Suite 130 Yuba City, CA 95993 Jayne Silveira, Escrow Officer

13. GENERAL PROVISIONS.

13.1 ***Assignment.*** Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

13.2 ***Attorney's Fees.*** In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

13.3 ***Interpretation; Governing Law.*** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.4 ***No Waiver.*** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.5 ***Modifications.*** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.6 ***Severability.*** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.7 ***Merger.*** This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

13.8 ***Execution in Counterparts.*** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

13.9 ***Exhibits.*** Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

Note: Section 11 need to be separately initialed by the parties.

BUYER:

_____
Khan Khan

_____
Nakim Khan

Accepted and agreed to:

ESCROW HOLDER:

OLD REPUBLIC TITLE

By: _____
Jayne Silveira, Escrow Officer

Dated: _____, 2023

SELLER:

CITY OF YUBA CITY AS SUCCESSOR AGENCY

By: _____
Diana Langley, Executive Director

_____, 2023

ATTEST:

_____
Jackie Sillman, Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Shannon Chaffin, Agency Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Yuba City, County of Sutter, State of California legally described as follows:

Lot 93, as shown on that certain Map entitled, “Map of Orchard Manor Addition No. 3”, recorded in the Office of the County Recorder of the County of Sutter, State of California, August 28, 1959, in Book 8 of Surveys, Page 87.

EXHIBIT B
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Khan Khan and Nakim Khan
1483 Gray Avenue
Yuba City, CA 95991

APN 051-095-020-000
THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: $___

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CITY OF YUBA CITY AS SUCCESSOR AGENCY to the former Redevelopment Agency of City of Yuba City, a public agency ("**Grantor**"), hereby grants to Kevin Jhovany and Ramon Rojas as _____ ("**Grantee**"), that certain real property in the City of Yuba City, County of Sutter, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date below.

DATED: _____, 2023

GRANTOR:

CITY OF YUBA CITY AS SUCCESSOR AGENCY to the former Redevelopment Agency of the City of Yuba City, a public agency

Not to be executed until closing

By: _____
Diana Langley,
Executive Director

ATTEST:

_____
Jackie Sillman, Agency Secretary

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Yuba City, County of Sutter, State of California legally described as follows:

Lot 93, as shown on that certain Map entitled, “Map of Orchard Manor Addition No. 3”, recorded in the Office of the County Recorder of the County of Sutter, State of California, August 28, 1959, in Book 8 of Surveys, Page 87.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2023 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Notary Public

SEAL: