Resolution No. 04-0824

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING (1) THE SALE AND CONVEYANCE, VIA A GRANT DEED, OF EXCESS REAL PROPERTY OWNED BY THE CITY OF STOCKTON AND LOCATED AT 114 WEST PARK STREET, TO STOCKTON COMMUNITY LAND TRUST, A CALIFORNIA NON-PROFIT CORPORATION, AS MORE PARTICULARLY DESCRIBED HEREAFTER AND (2) THE FILING OF A NOTICE OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA")

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. It is hereby determined that property owned by the City of Stockton ("City") and located at 114 W. Park Street in Stockton ("Property") is excess City property that is no longer needed for City business.

2. It is hereby declared that notice of the intention to sell or dispose of City owned property, as more particularly described, was duly published in accordance with the provisions of Article V, section 510 of the Charter of the City.

3. The City is hereby authorized to sell and convey via a grant deed to STOCKTON COMMUNITY LAND TRUST, a California non-profit corporation ("Buyer") the Property as more particularly described in the "Agreement for Purchase and Sale," attached as Exhibit "A" and incorporated by this reference, and settle all costs of every kind and description resulting from the sale and conveyance of said interest in real property to Buyer.

4. The total selling price of the Property is the sum of Eighty Thousand Dollars ($80,000.00).

5. The cost to record the Grant Deed and the documentary transfer tax shall be paid by the Buyer.

6. The Mayor of the City is hereby authorized to execute the deed and/or other instrument of conveyance, as provided in the Agreement, and the Mayor and/or City Manager is hereby authorized to execute the Agreement and any other documents necessary to carry out the purposes hereof.

7. In accordance with Government Code section 65402, It has been determined that this activity/project has been determined to conform with the City's General Plan designation.
8. This sale is categorically exempt under the California Environmental Quality Act (CEQA) Guidelines (section 15301) as specified in the Notice of Exemption.

9. The filing of a Notice of Exemption under CEQA Guidelines is hereby approved.

PASSED, APPROVED AND ADOPTED  DECEMBER 14, 2004

GARY A. PODESTA, Mayor
of the City of Stockton

ATTEST:

KATHERINE GONG MEISS
City Clerk of the City of Stockton
AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This AGREEMENT made and entered into on __________________ by and between STOCKTON COMMUNITY LAND TRUST, a California non-profit corporation, hereinafter called "Buyer", and THE CITY OF STOCKTON, a municipal corporation in the County of San Joaquin, State of California, hereinafter called "Seller".

WITNESSES THAT:

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Seller agrees to sell and grant fee title to Buyer, and Buyer agrees to purchase from Seller, that certain real property, "the Property," located in the City of Stockton, County of San Joaquin, State of California, and described as follows:

   Lot 9, in Block 36, West of Center Street,
   according to the official Map or Plat thereof;

   in its "as is" condition, upon the terms and conditions set forth in this Agreement subject to those liens, encumbrances, conditions, restrictions, easements, and rights of possession of record.

2. The total purchase price for said Property shall be the sum of EIGHTY THOUSAND DOLLARS ($80,000.00). Buyer agrees to accept the Property in its present "as is" condition based upon Buyer's own independent investigation of the Property and Buyer's own independent investigation of the condition of title. The Property is being sold in its present condition and the Seller makes no representation or warranty as to its condition or to its suitability for present or future uses.

3. Cost of title insurance, if desired, shall be paid by Buyer. Cost of documentary transfer taxes, if any, shall be paid by Seller.

4. Taxes, assessments, penalties, interest charges, delinquency charges, and municipal service charges of every kind levied upon or assessed against the Property, except as otherwise expressly set forth, shall be paid by Seller to the date of recording.

5. For the purpose of conveying the herein described fee title to Buyer, Seller shall execute, acknowledge and deliver a Grant Deed, for recordation with the San Joaquin County Recorder, to be used in accordance with this Agreement, upon receipt of the purchase price and meeting all conditions of this Agreement.

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6. Seller may retain possession of the Property to the date of recording said Grant Deed and Buyer shall be entitled to possession not later than the date of recording said deed. Seller shall be entitled to all rents accruing from the Property up to and including date of recording said deed, and after said date, Buyer shall be entitled to said rents.

7. The parties understand and agree that any and all loss or damage to the Property or any existing improvements occurring prior to the recording of the Grant Deed shall be at the risk of Seller and any and all loss or damage to the Property or any existing improvements occurring after the recording of the Grant Deed shall be at the risk of Buyer.

8. Buyer shall, upon request by Seller, execute, acknowledge and deliver such documents or take such action as may be necessary or convenient to carry out the spirit and intent of this Agreement.

9. Any notice which either party may or is required to give shall be in writing and given by personal delivery or mailing same by certified mail, return receipt requested, postage prepaid, to the other party at the address shown below or at such other place as may be designated by the parties from time to time, and any notice so mailed shall be deemed received on the third day after mailing.

Buyer’s address: Stockton Community Land Trust
1330 Robinhood Drive, Suite G
Stockton, Ca 95207

Seller’s address: City of Stockton
425 N. El Dorado Street
Stockton, CA 95202
Attn: City Manager

10. Time is of the essence of this Agreement.

11. This Agreement is subject to final approval of the City Council of the City of Stockton.

12. If suit should be brought for any sum due or the enforcement or declaration of any obligation or right hereunder, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

13. This Agreement shall bind and inure to the benefit of the parties and their respective successors, heirs, executors, administrators and assigns.

14. This agreement represents the entire and integrated agreement between Seller and Buyer and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by Seller and Buyer.

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15. The undersigned represent and warrant they are duly authorized to execute the Agreement and to bind the parties.

DATED:____________________________

BUYER'S ATTORNEY:
By:______________________________

"BUYER"
STOCKTON COMMUNITY LAND TRUST
By:______________________________
Printed Name:____________________
Its:______________________________

"SELLER"
CITY OF STOCKTON
By:______________________________
MARK LEWIS, CITY MANAGER

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
By:______________________________
DEPUTY CITY ATTORNEY