

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (INCLUDING ESCROW INSTRUCTIONS)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is entered into as of _____, 2023, (the date of last execution of this Agreement by the parties as indicated on the signature page) by and between the Successor Agency to the Palm Desert Redevelopment Agency, a California public entity ("Seller"), and the City of Palm Desert, a charter city (the "Buyer").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Agreement to Sell and Purchase. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, that certain real property, together with any fixtures and appurtenant improvements thereon (collectively, the "Property"), situated in the City of Palm Desert, County of Riverside, State of California, which is legally described in the Legal Description attached hereto as Exhibit "A" and incorporated herein.

2. Purchase Price. The total purchase price for the Property shall be Four Million Six Hundred Thousand Dollars (\$4,600,000) (the "Purchase Price"). Buyer shall pay the Purchase Price by depositing into Escrow, on or before the date for close of Escrow, immediately available funds in the amount of the Purchase Price.

3. Conveyance of Title. Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes except current taxes not yet due and payable; covenants, conditions, restrictions and reservations of records; and easements created by Buyer.

4. Escrow. Buyer and Seller have opened or shall open an escrow (the "Escrow") in accordance with this Agreement at [(Insert name and address of Escrow Agent)] (the "Escrow Agent"). This Agreement, together with the escrow instructions prepared by Escrow Agent and executed by Buyer and Seller, constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

4.1 Grant Deed. Prior to the close of Escrow, Seller shall execute, acknowledge and deliver into Escrow a Grant Deed (the "Grant Deed") in a form approved by Escrow Agent. A Certificate of Acceptance shall be executed, acknowledged and delivered into Escrow by Buyer on or before the close of Escrow. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

5. Pro Rations; Tax Adjustment Procedure. Escrow Agent is authorized and is instructed to comply with the following pro ration and tax adjustment procedure:

5.1 Delinquent Taxes. Escrow Agent shall pay, and charge Seller for, any unpaid delinquent property taxes and/or penalties and interest thereon, and for any delinquent assessments or bonds against the Property.

5.2 Current Taxes. Escrow Agent shall pay, and charge Seller for, any portion of current property taxes and assessments and any penalties and interest thereon allocable to the period prior to the close of Escrow. The portion of current property taxes which would otherwise be allocable to the period after the close of Escrow shall not be allocated, as Buyer is exempt from payment of property taxes.

6. Escrow Agent Authorization. Escrow Agent is authorized to, and shall:

6.1 Pay and Charge Seller. Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement.

6.2 Pay and Charge Buyer. Pay and charge Buyer for any Escrow fees, recording fees and other costs and expenses of Escrow payable under Section 6.7, below.

6.3 Disbursement. Disburse funds, record the Grant Deed and Certificate of Acceptance, and deliver the title policy to Buyer, when conditions of the Escrow have been fulfilled by Buyer and Seller.

6.4 Close of Escrow. The term "close of Escrow," if and where written in these instructions, shall mean the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Riverside County Recorder.

6.5 Time Limits. All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties. Any amendment of, or supplement to, any instructions must be in writing.

6.6 Governmental Approvals. This Agreement shall become effective only upon (a) the approval of the Riverside County Oversight Board and (b) either a written approval of the California Department of Finance ("DOF") or no objection by DOF within the statutory review period.

6.7 Escrow Fees, Charges and Costs. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this Escrow.

6.8 Transfer Taxes. No transfer tax shall be due because Buyer is a public entity.

7. Possession and Disposition of Personal Property. Seller shall, prior to the close of Escrow, remove or otherwise dispose of all personal property located on the Property. All personal property remaining on the Property after the Closing shall become the property of Buyer and Buyer may dispose of same without liability as it alone sees fit, and Seller shall be liable for the costs of removal which are incurred by the Buyer. Buyer shall not be liable for any loss of or damage to the personal property remaining on the Property, regardless of when loss or damage occurs.

8. Warranties, Representations, and Covenants of Seller. Seller hereby warrants, represents, and/or covenants to Buyer that:

8.1 Pending Claims. To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

8.2 Encroachments. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.

8.3 Condition of Property. The Property is in good condition, and until the close of Escrow, Seller shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

8.4 Seller's Title. Until the close of Escrow, Seller shall not do anything which would impair Seller's title to any of the Property.

8.5 Right to Possession. No person or entity other than Seller has the right to possess the Property or any portion of it, as of the date of this Agreement.

9. Full and Complete Settlement for Fee Interest. The total compensation to be paid by Buyer to Seller is in consideration for all of Seller's interest in the Property and any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes, including without limitation, Seller's fee interest in the land and any improvements and fixtures and equipment located thereon, improvements pertaining to the realty (if any), severance damages, relocation assistance, any alleged pre-condemnation or inverse condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Seller and Seller's Parties (defined below) which might arise out of or relate in any respect to the acquisition of the Property by the Buyer.

10. Broker's Commission. Seller and Buyer each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property.

11. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile, reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three (3) business days after the date of posting by the United States post office; (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; or (iv) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time. Notice of change of address shall be given by written notice in the manner described in this Section. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or

communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Successor Agency to the Palm Desert Redevelopment
Agency
73510 Fred Waring Drive
Palm Desert, CA 92260
Attention: Executive Director

If to Buyer: City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CA 92260
Attention: City Manager

12. Default. Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes a default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within ten (10) days from the date of the notice. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default which is not cured within such ten (10) day period.

13. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California without regard to its choice of law principles.

15. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and Seller.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

18. Cooperation. Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

SELLER:

SUCCESSOR AGENCY TO THE PALM DESERT REDEVELOPMENT AGENCY, a California public entity

Date: _____ By: _____

Its: _____

ATTEST:

APPROVED AS TO FORM:

BUYER:

CITY OF PALM DESERT, a charter city

Date: _____ By: _____

Its: _____

ATTEST:

Anthony J. Mejia
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP,
City Attorney

EXHIBIT "A"

**LEGAL DESCRIPTION
(APN 620-400-025)**

All that certain real property in the City of Palm Desert, County of Riverside, State of California, described as follows:

Lot 2 of Tract Map No. 29528, in the City of Palm Desert, County of Riverside, State of California, as shown by map on file in Book 311 of maps, Pages 40 through 42, inclusive, Official Records of Riverside County.