

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is dated as of February ____, 2023, and is entered into by and between the CITY OF COMPTON, a California municipal corporation (“Buyer”) and the SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body (“Seller”).

RECITALS

- A. Seller owns the land described on Exhibit “A”, and the improvements thereon, if any (collectively, the “Property”).
- B. Buyer has determined that the purchase of the Property for a future project is in the vital and best interests of the City of Compton and the health, safety and welfare of its residents and is in accord with the public purposes and provisions of applicable law.
- C. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the property from Seller, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other consideration, the sufficiency of which is hereby expressly acknowledged, the Buyer and Seller hereby agree as follows:

Agreement

ARTICLE 1. PURCHASE AND SALE.

1.1 Purchase and Sale. Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions hereinafter set forth.

1.2 Purchase Price. The purchase price for the sale of the Property shall be Five Thousand and No /100 Dollars (\$5,000.00) (the “Purchase Price”). Buyer shall pay the Purchase Price to Seller upon the Closing (as defined in Section 2.1 below).

ARTICLE 2. TITLE.

2.1 Deed. The purchase and sale of the Property shall be consummated by means of the recording of a grant deed signed by Seller and acknowledged (with certificate of acceptance signed by Buyer and acknowledged) by Orange Coast Title Insurance Company, 1551 N. Tustin Avenue, Santa Ana, California 92705 (“Title Company”). As used herein, the term “Closing” shall mean the recording of the grant deed and certificate of acceptance.

2.2 Instructions. Buyer and Seller may each submit recording and escrow instructions, but the instructions shall not modify or amend the provisions of this Agreement, unless agreed to in writing by both parties.

2.3 Closing; Costs. The Closing shall occur as soon as possible. Seller shall pay the cost of the CLTA owner’s title insurance policy in favor of Buyer. All other costs associated

with the Closing shall be allocated to and paid by the Buyer or Seller as is customary for similar transactions in Los Angeles County, California.

2.4 Prorations. Assessments are to be prorated as of Closing on the basis of a thirty (30) day month. Buyer and Seller are exempt from property taxes.

ARTICLE 3. CONDITIONS TO CLOSING.

3.1 Title. Seller shall cause title to the Property to be conveyed to Buyer by grant deed free and clear of all liens, encumbrances, assessments, taxes and leases (recorded and unrecorded) subject only to the exceptions approved by Buyer pursuant to Section 3.2 below (the "Permitted Exceptions"). It shall be a condition to closing that Buyer be issued a title policy in the amount of the Purchase Price subject only to Permitted Exceptions (described in Section 3.2 below).

3.2 Approval of Title Exceptions. Buyer shall, upon the execution of this Agreement, order from Title Company for delivery to Buyer a preliminary title report for the Property with hyperlinks to the title exception documents referred to therein. Buyer shall have thirty (30) days following receipt of such report within which to disapprove title exceptions by written notice to Seller. Failure to give written notice of disapproval to Seller of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens, including, but not limited to, property taxes. If Buyer disapproves any exceptions, Seller shall have ten (10) days within which to agree in writing to remove the exception(s) by the Closing. Seller's failure to give written agreement to Buyer shall be deemed to be refusal, except that Seller shall automatically be deemed to agree to remove monetary liens, including, but not limited to, current taxes. If Seller does not timely agree to remove any other exceptions properly and timely disapproved by Buyer, this Agreement shall terminate without further liability to either party unless Buyer waives its objections within a second ten (10) day period. The printed boilerplate exceptions of the Standard CLTA title policy (except for those eliminated based on a typical owner's affidavit/certificate), liens for property taxes and assessments not yet payable, and any title exceptions approved by Buyer hereunder are collectively referred to herein as the "Permitted Exceptions".

3.3 Buyer's Conditions Precedent. Buyer's obligation to purchase is also subject to the satisfaction of the following conditions which are for Buyer's benefit only:

- A. Buyer's approval, on or before the date that is thirty (30) days after the date of this Agreement, of the condition of the Property, based on inspections, tests, surveys and other studies, including, but not limited to, environmental/hazmat (Phase I and possibly Phase II) reports regarding the Property, to be conducted by or on behalf of Buyer in Buyer's sole discretion. During such period, Buyer, Buyer's representatives or authorized agents may enter on the Property to make tests, surveys or other studies of the Property, provided that Buyer pays for all such tests and studies, keeps Seller's property free and clear of any liens, repairs all damage to the Property with the exception of material removed for testing purposes and indemnities and holds Seller harmless from and against all

liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with the tests, surveys or studies.

- B. Issuance (or commitment of the Title Company to issue) a CLTA owner's policy of title insurance insuring title to the Property in Buyer with liability in the amount of the Purchase Price listing only the Permitted Exceptions.

3.4 Possession. Possession of the Property shall be given to Buyer upon the Closing, free and clear of all personal property of Seller.

3.5 Other Deliveries. Upon payment of the Purchase Price by Buyer to Seller, Seller shall deliver to the Title Company a grant deed, duly executed by Seller and notarized. Buyer shall deliver to the Title Company a duly executed certificate of acceptance for attachment to the grant deed, and recording with the grant deed.

ARTICLE 4. NO REPRESENTATIONS.

4.1 No Representations. Buyer acknowledges that it is not and will not act in reliance upon any representations made by Seller except those stated in this Agreement, or by any agent of Seller, or upon any information supplied by Seller or any such agent. Buyer is acting and will act only upon information obtained by it directly from its inspection of the Property and from public records or from independent third parties. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY.

4.2 "AS IS" Conveyance. Seller shall convey the Property to Buyer in an "as is" condition. Buyer has inspected the Property and has determined that it is suitable for Buyer's purposes. Buyer acknowledges and agrees that Seller has no obligation to remedy any faults, defects, or other adverse conditions described in any report or other material obtained by Buyer or delivered by Seller to Buyer.

ARTICLE 5. MISCELLANEOUS.

5.1 Notices shall be personally delivered or sent first class mail, certified with return receipt requested, postage prepaid, addressed as follows:

Buyer: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

Seller: Successor Agency to the Community
Redevelopment Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director

Notices shall be deemed delivered on the date of delivery or attempted delivery shown on the return receipt.

5.2 Brokers. Each party represents to the other that it is not represented by a broker in connection with this transaction. Each party shall defend, indemnify and hold the other party harmless from and against any and all claims, liabilities, losses, damages, costs and expense arising out of any communication or agreement that the first party (indemnifying party) may have or may have had with a broker, finder or salesperson.

5.3 Time of Essence. Time is of the essence of this Agreement.

5.4 Attorneys' Fees. In the event either Seller or Buyer shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the successful party in such proceeding shall be entitled to reasonable attorneys' fees to be determined by the court.

5.5 Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein.

5.6 Further Assurances; Additional Documents. From time to time prior to and after the Closing, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

5.7 Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the delivery and recording of the deed.

5.8 Material Documents/Information Disclosure. Within ten (10) business days after the date of this Agreement, Seller agrees to deliver to Buyer copies of all material non-privileged documents in Seller's possession that relate to the Property, and shall also disclose in writing to Buyer all other material facts (if any) known to Seller about the Property.

***[Remainder of this page intentionally left blank]
[Signatures appear on next page]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

SELLER:

SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF
COMPTON,
a public body

By: _____
Print Name: Thomas Thomas
Title: Executive Director

BUYER:

CITY OF COMPTON,
a California municipal corporation

By: _____
Print Name: Thomas Thomas
Title: City Manager

ATTEST:

Vernell McDaniel, City Clerk

APPROVED AS TO FORM:

By: _____
Eric J. Perrodin, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 22 AND 23 OF TRACT NO. 1473, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 154 AND 155 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO THAT PORTION OF LOTS 24, 25 AND 26 LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF LAND CONDEMNED FOR THE CONSTRUCTION AND MAINTENANCE OF A CHANNEL AND APPURTENANT WORKS BY FINAL DECREE OF CONDEMNATION ENTERED IN CASE NO. 398984 SUPERIOR COURT, A CERTIFIED COPY THEREOF BEING RECORDED IN BOOK 18172, PAGE 284, OF OFFICIAL RECORDS.

ALSO THE EAST 50 FEET OF LOTS 27, 28, 29 AND 30.

TOGETHER WITH THAT PORTION OF MARKET PLACE AS VACATED BY RESOLUTION NO. 6776, RECORDED NOVEMBER 23, 1954, AS INSTRUMENT NO. 2884, OF OFFICIAL RECORDS, THAT WOULD PASS THROUGH LEGAL CONVEYANCE OF SAID LAND.

EXCEPT ALL OIL, GAS, PETROLEUM, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY SYBLE I. BURTON, IN DEED RECORDED DECEMBER 2, 1963, AS INSTRUMENT NO. 370, IN BOOK D-2272, PAGE 693, OF OFFICIAL RECORDS.

APN: 6162-010-907