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 12th day of December, 2017
("Agreement Date") by and between the CITY OF BELL, a body corporate and politic ("Buyer"),
DIAB SALEH ("Seller") with FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California
corporation as escrow holder ("Escrow Holder").

RECITALS:

A. Seller owns that certain improved real property located in the City of Bell, County of Los
Angeles, State of California, consisting of 4570 Gage Avenue and 6412 Woodward Avenue located
near the intersection of Atlantic Blvd and Gage Avenue (Assessor Parcel # 6326-004-020 & 022),
described in Exhibit "A" attached hereto together with all improvements located thereon
("Property").

B. The Property currently contains a shuttered building previously used as a restaurant
containing approximately four thousand six hundred (4,600) square feet.

C. Seller desires to sell the Property to Buyer on the terms and conditions in this Agreement.

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

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY. Buyer agrees to purchase from Seller, and
Seller agrees to sell to Buyer, the Property upon the terms and conditions in this Agreement.

2. OPENING OF ESCROW. Within three (3) Business Days (as defined in Section 14.11) of
the Agreement Date, the parties shall open an escrow ("Escrow") with Escrow Holder by causing
an executed copy of this Agreement to be deposited with Jessica Avila, Escrow Officer at Fidelity
National Title Insurance Company, 555 South Flower Street, Suite 4420, Los Angeles, CA 90071,
(213) 452-7132 jessica.avila@fnt ("Escrow Holder"). Escrow shall be deemed open on the date
that (i) a fully executed copy of this Agreement is delivered to Escrow Holder and accepted by
Escrow Holder as evidenced by Escrow Holder's executed acceptance on the signature page, and
(ii) Escrow Holder concurrently receives the Deposit (as defined in Section 3.1(a)) ("Opening of
Escrow").

3. PURCHASE PRICE.

3.1 Amount of Purchase Price. The purchase price for the Property is Two Million
Two Hundred Thousand Dollars ($2,200,000) ("Purchase Price").

(a) Deposit. At Opening of Escrow, Buyer shall deposit the sum of Fifty Thousand
Dollars ($50,000) ("Deposit") with the Escrow Holder, to be held in Escrow for the benefit of
the parties and applied against the Purchase Price at Closing or refunded or forfeited in
accordance with the terms of this Agreement.
Should Buyer terminate this Agreement for any reason during the Due Diligence Period, Buyer shall be entitled to a refund of the Deposit, less reasonable escrow fees. However, upon completion of the Due Diligence Period (as defined in Section 7), the Deposit shall become non-refundable such that should Escrow terminate as the result of any Buyer default, the Deposit shall be paid to Seller as liquidated damages as set forth in Section 12.1 and such payment to Seller shall be the sole and exclusive remedy for Buyer’s default. Otherwise, the Deposit shall be applied to the Purchase Price.

(b) **Balance of Purchase Price.** At least two (2) Business Days prior to the Closing, Buyer shall deposit with Escrow Holder the Purchase Price less the Deposit. The Purchase Price shall be disbursed to Seller by the Escrow Holder upon confirmation of the Closing Date (as defined in Section 5).

(c) **Good Funds.** All funds deposited into 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.

3.2 **Waiver and Release.** The Purchase Price to be paid by Buyer to Seller is all-inclusive of Seller’s interest in the Property and all damages of every kind and nature suffered, or to be suffered as a result of Buyer’s acquisition of the Property for public purposes. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer’s acquisition of the Property. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: 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, severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits, loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys’ fees, and any claim whatsoever of Seller which might arise out of or relate to any respect to the acquisition of the Property by Buyer.

[Signature]
Seller's Initials

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

4.1 **Seller.** Seller agrees that on or before 12:00 noon on the Business 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 recordable grant deed in the attached form of Exhibit B ("Grant Deed") and such other documents as reasonably required by Title Company (as defined in Section 4.1).

b. A FIRPTA Affidavit (as defined in Section 10.7).

c. Seller’s Affidavit (as defined in Section 5.3).

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

4.2 **Buyer.** Buyer agrees that on or before 12:00 noon on the Business Day 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 Los Angeles County.

b. The statutorily required Certificate of Acceptance of the Grant Deed in the form provided in Exhibit B ("Certificate of Acceptance").

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

4.3 **Recordation, Completion and Distribution of Documents.** Escrow Holder will cause the Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can issue the Title Policy in accordance with Section 6.2, 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 the parties pursuant to this Agreement.

5. **CLOSING DATE; TIME IS OF ESSENCE.**

5.1 **Closing Date.** Unless extended by Seller pursuant to Section 5.2, Escrow shall close thirty (30) Business Days following Buyer’s issuance of the Buyer’s Due Diligence Notice pursuant to Section 7.2 ("Closing Date") unless otherwise extended by the mutual agreement of the parties as evidenced in writing executed by both parties. The terms “Close of Escrow” and/or “Closing” are used herein to mean the time Grant Deed with the Certificate of Acceptance is filed for recording by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2 **Extensions.** Buyer shall have the right to extend the Closing for three (3) successive periods of thirty (30) Business Days each provided that Buyer shall provide written notice of exercise of an extension delivered to Seller and Escrow Holder not less than two (2) Business Days prior to the then scheduled Closing Date.

5.3 **Possession.** Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all tenants, personal property and debris as evidenced by a physical inspection by Buyer and Seller’s execution of an affidavit that no leases or rights of possession exist as of the Closing in a form reasonably satisfactory to Buyer ("Seller’s Affidavit").

5.4 **Time is of Essence.** The parties specifically agree that time is of the essence of this Agreement.

5.5 **Authority of City Manager.** The City Manager or his designee, in his sole and exclusive discretion on behalf of Buyer, shall have the authority to approve written requests for extending any deadline under this Agreement. All extensions shall be in writing and executed by the City Manager or his designee.
6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but, in no event, later than five (5) Business Days following Opening of Escrow, a preliminary title report shall be issued by Fidelity National Title Company ("Title Company"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map depicting the Property and plotting all easements specified therein ("Preliminary Title Report"). The Preliminary Title Report shall also confirm the exact legal description for the Property which shall be attached to the Grant Deed. Within fifteen (15) Business 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 ten (10) Business 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) Business 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 such 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) Business Days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein notwithstanding, Buyer shall be deemed to have automatically objected to all leases including the Lease, 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 Owner's non-extended Policy of Title Insurance ("Title Policy") insuring title to the Property vested in Buyer, containing no exception to such title which has not been approved or waived by Buyer in accordance with this Section. The cost of the Title Policy to Seller shall be paid by Seller. The Title Policy shall include any available title insurance, extended coverage or endorsements that Buyer has reasonably requested. Notwithstanding the foregoing, Buyer shall have the right to request the issuance of an ALTA extended owner's policy provided that (i) Buyer shall have caused an ALTA survey to have been prepared at its sole cost and expense and delivered to the Title Company in a timely fashion so as to not delay Closing, and (ii) the additional cost for the extended coverage shall be paid by Buyer.
7. **DUE DILIGENCE.**

7.1 **Scope of Due Diligence.** Within five (5) Days of Opening of Escrow, Seller shall provide Buyer with any and all documents and information in Seller’s possession and knowledge concerning the Property, and Buyer shall have the right to require Seller to provide an analysis of the Property consisting of such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer’s contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies. Upon Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller’s possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control.

Seller’s failure to provide Buyer with a complete copy of each document required to be delivered to Buyer pursuant to this Section shall automatically toll the Buyer's Due Diligence Notice one (1) Business Day for each day or partial day beyond the three (3) Business Days described above that Seller fails to satisfy its obligations set forth in this Section.

The documents that Seller shall make available to Buyer include, but are not limited to, true, correct and complete copies of:

(a) All leases, rental agreements, service contracts, and other agreements pertaining to the use or operation of the Property.

(b) All documents relating to or evidencing the condition of any building or structure on the Property, including records of repairs and maintenance and any complaints regarding the condition of any building or structure.

(c) Any environmental reports (including any Phase I and II reports) in Seller’s control.

7.2 **Approval of Due Diligence Matters.** Buyer shall notify Seller in writing ("Buyer’s Due Diligence Notice") no later than sixty (60) Business Days from the Opening of Escrow, of Buyer’s approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer’s disapproval thereof.

7.3 **Right to Enter.** Subject to the conditions set forth below, Seller grants to Buyer, its agents and employees a limited license to enter upon any portion of the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Buyer’s sole cost and expense. As a condition to Buyer's entry, inspection or testing, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement. Buyer shall obtain or cause its consultants to obtain, at Buyer’s sole cost and expense prior to commencement of any investigative activities on the Property, a policy of commercial general liability insurance covering
any and all liability of Buyer and Seller with respect to or arising out of any investigative activities. Such insurance policy shall name Seller, its successors and assigns as additional insured.

8. **CONDITIONS PRECEDENT TO CLOSE OF ESCRROW.**

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 Title Policy as specified in Section 6.2.

(b) Seller has delivered evidence reasonably satisfactory (including Seller’s Affidavit) to Buyer that the Property has been vacated and Buyer has approved its physical inspection of the Property pursuant to Section 5.3.

(c) Buyer has issued the Buyer’s Due Diligence Notice in accordance with Section 7.2.

(d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(e) 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) Buyer has executed the acceptance of the Certificate of Acceptance and delivered same to Escrow Holder to be attached to the Grant Deed prior to recordation.

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

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

9. **REPRESENTATIONS AND WARRANTIES.**

9.1 **General Representations and Warranties.**

Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property:

(a) There are no natural or environmental hazards located on the Property that would limit its marketability, merchantability, or suitability for development or impede its use in any way.

(b) To the best of Seller’s knowledge and understanding 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. 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. To the best of Seller’s
knowledge, there are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party (including but not limited to Seller's predecessors in title to the Property), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials," which for the purpose of this Agreement shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws).

(c) There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(d) Seller has received no written notice from any third parties, prior owners of the Property, of any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(e) There are no casements or encroachments onto the Property by buildings or improvements on any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

(f) Seller has the unimpeded power to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant to this Agreement.

9.2 Survival of Representations and Warranties of Seller. The representations and warranties in this Section 9 shall survive the Closing and delivery of the Grant Deed and shall not be affected by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

9.3 Breach: Indemnification. If a breach of a representation or warranty occurs before Closing and Buyer is aware of such a breach has occurred, the breach shall be grounds to terminate this Agreement. Seller agrees to indemnify, defend with counsel selected by Buyer, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising from or attributable to: (i) any breach by Seller of any of its agreement warranties or representations set forth in this Agreement, and (ii) any amounts expended by Buyer to secure exclusive possession free of any occupant.

9.4 Seller Covenants. Until Closing, Seller shall not do anything which would impair Seller's title to the Property. 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.

10. **ESCROW PROVISIONS.**

10.1 **Escrow Instructions.** Sections 1 through 6, inclusive, 8, 10, 13 and 14 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 Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 13 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 Los Angeles 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 **Proration of Real Property Taxes.** All non-delinquent general and special real property taxes shall be prorated to the close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

10.4 **Payment of Costs.**

a. **Cost Allocation.** Seller shall pay the costs for the Title Policy (premium for a non-extended ALTA owner’s policy) and one-half (1/2) of the escrow costs ("**Seller's Charges**"). (**NOTE:** No documentary transfer taxes will be payable pursuant to Government Code Section 11922). Buyer shall pay one-half (1/2) of the escrow fees ("**Buyer's Charges**"). Buyer is a public agency and is exempt from recording 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.

10.5 **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.

10.6 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 Section 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.

10.7 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 Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 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 Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("FIRPTA Affidavit").

10.8 No Brokerage Commissions. Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. 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.

11. NON-COLLUSION. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which it is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which it is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interest found to be "remote" or "non-interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

[Signature: D.B.]
12. DEFAULT.

12.1 DEFAULT OF BUYER; LIQUIDATED DAMAGES. IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. 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 SUM OF FIFTY THOUSAND DOLLARS ($50,000) SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, THE FOREGOING AMOUNT SHALL BE SELLER'S SOLE MONETARY REMEDY THEREFOR, UNLESS BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES INCURRED BY SELLER WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. FURTHERMORE, THE FOREGOING LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF BUYER.

Seller's Initials

Buyer's Initials

12.2 Default by Seller. If all conditions precedent to Seller's obligations to sell the Property have occurred but Seller fails to Close under this Agreement for any reason other than the default by Buyer under this Agreement, Buyer shall have all rights and remedies under law and equity, including without limitation, bringing an action for specific performance of Seller's obligations or in lieu thereof, bringing an action for damages for breach of Seller's obligations.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

To Seller: Diab Saleh
4683 Bell Avenue
Bell, CA 90201
To Buyer:  
City of Bell  
6330 Pine Ave.  
Bell, California 90201  
Attn: Howard W. Brown, City Manager  

With a Copy to:  
Aleshire & Wynder, LLP  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
Attention: David Aleshire, Esq.  

To Escrow Holder:  
Fidelity National Title Insurance Company  
555 South Flower Street, Suite 4420,  
Los Angeles, CA 90071  
Attn Jessica Avila, Escrow Officer  

14. **GENERAL PROVISIONS.**

14.1 **Assignment.** Buyer shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of Seller to a financially viable assignee and provided that upon such assignment, Buyer shall promptly notify Seller and Escrow Holder and provide a written assignment, assumption and release agreement executed by Buyer, Seller and assignee. 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.

14.2 **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.

14.3 **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.

14.4 **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.

14.5 **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 instrument executed on behalf of each party hereto.

14.6 **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.

14.7 **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 (including, but not limited to, that certain letter of intent from the Buyer dated November 13, 2017 executed by Seller on November 17, 2017), are merged herein and shall be of no further force or effect.

14.8 **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.

14.9 **Non-Liability of Officials or Employees.** No officer, official or employee of Buyer shall be personally liable to Seller in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

14.10 **Continuing Cooperation.** Each party shall execute and deliver such other reasonable documents requested by the other party or by Escrow Holder to consummate the transactions described herein.

14.11 **Definition of Days.** “Business Days” shall mean calendar days excluding weekends and holidays. "Calendar Days" or the term “Days” shall mean consecutive calendar days excluding recognized federal and state holidays.

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

[SIGNATURES ON FOLLOWING PAGE]
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: Sections 3.2, 11 & 12.1 need to be separately initialed as indicated.

SELLER:

DIAB SALEH

Accepted:

ESCROW HOLDER:

Accepted and agreed to:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation

By: ____________________________
    Jessica Avila, Escrow Officer

Dated: _________________________, 201__

BUYER:

CITY OF BELL, a body corporate and politic

By: ____________________________
    Fidencio Joel Gallardo, Mayor

_________________________
December 19, 2017

ATTEST:

Angela Bustamante,
Assistant City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: ____________________________
    David Aleshire, City Attorney
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  )
COUNTY OF  Los Angeles  ) ss.

On December 5, 2017, before me, Angela Bustamante, a notary public, personally appeared Diab Saeid, 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.

[Signature]
Notary Public

SEAL: [Stamp Image]
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: Sections 3.2, 11 & 12.1 need to be separately initialed as indicated.

SELLER:

DIAB SALEH

Accepted:

ESCROW HOLDER:

Accepted and agreed to:

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation

By: Jessica Avila, Escrow Officer

Dated: December 20, 2017

BUYER:

CITY OF BELL, a body corporate and politic

By: Fidencio Joel Gallardo, Mayor

December 19, 2017

ATTEST:

Angela Bustamante, Assistant City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: David Aleshire, City Attorney
EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Bell, County of Los Angeles, State of California legally described as follows:

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

PARCEL 1:

THE NORTH 60 FEET OF THE SOUTH 260 FEET LOT 31 OF THE CLUTTER AND LOAN TRACT, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAPRecorded in BOOK 12 PAGE 153 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

PARCEL 2:

LOT 32 OF THE CLUTTER AND LOAN TRACT, IN THE CITY OF BELL, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAPRecorded in BOOK 12 PAGE 153 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

EXCEPT THE NORTHERLY 10 FEET DEEDED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES.
EXHIBIT “B”
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Bell
6330 Pine Ave.
Bell, California 90201
City Clerk

APNs 6326-004-020 & 022
THE UNDERSIGNED GRANTOR DECLARES:
DOCUMENTARY TRANSFER TAX IS $0 per R&T Code
11922

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

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged
DIAB SALEH (“Grantor”), hereby grants to the CITY OF BELL, a municipal corporation
(“Grantee”), that real property in the City of Bell, County of Los Angeles, State of California,
commonly described as set forth on Exhibit A attached hereto and incorporated herein by
reference (“Property”).

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

“GRANTOR”

Date: ____________________, 201_

DIAB SALEH
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by DIAB SALEH ("Grantor"), by Grant Deed to the CITY OF BELL ("City"), is hereby accepted by the undersigned officer and agent of City and the City consents to the recording of the Grant Deed.

Signed and dated at ________________. California on ____________________, 201__.

GRANTEE

CITY OF BELL,
a municipal corporation

By: _______________________
    Howard W. Brown
    City Manager
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Bell, County of Los Angeles, State of California, legally described as follows:

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

PARCEL 1:


PARCEL 2:


EXCEPT THE NORTHERLY 10 FEET DEEDED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES.