

RESIDENTIAL REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") made on the ____ day of _____ 2023 ("Effective Date") between:

Town of Los Gatos ("Buyer") with a mailing address of:

110 E. Main Street, Town of Los Gatos, State of California who agrees to buy

AND

Lisa DeGeorge ("Seller") with a mailing address of:

137 Bersano Lane, Town of Los Gatos, State of California, who agrees to sell and convey real and personal property as described below. Buyer and Seller, each individually, a "Party" and collectively, the "Parties."

1. Legal Description. That certain real property located at 137 Bersano Lane, Los Gatos, CA 95030, as more particularly described on Exhibit A, attached to this Agreement, together with all improvements, fixtures, appurtenances, easements, and rights belonging or relating thereto (the "Property"). The Property is a Below Market Price ("BMP") attached single-family residence.

Street Address: **137 Bersano Lane, Los Gatos CA 95030**

Tax Parcel Information or Assessor's Parcel No: **424-29-054**

Other Description: See Preliminary Title Report

2. Personal Property. In addition to the real property described in Section 1, the Seller shall include no personal property.

3. Purchase Price and Terms. The Buyer agrees to purchase the Property by payment of **\$344,421.75** (Three Hundred Forty Four Thousand Four Hundred and Twenty-One Dollars and Seventy-Five Cents) as follows: (check one)

- **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property.

- **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

- Conventional Loan

- Other: BEGIN Down Payment Assistance Loan

4. Earnest Money. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of _____ as consideration by the ____ day of _____ 2023 at 5:00 AM PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement.



ATTACHMENT 2

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Buyer's Initials _____ Seller's Initials _____

Any Earnest Money accepted is is not required to be placed in a separate trust or escrow account in accordance with State law.

5. Sale of Another Property. Buyer’s performance under this Agreement shall not be contingent upon selling another property.

6. Closing Costs. The costs attributed to the Closing of the Property shall be the responsibility of Both Parties. The fees and costs related to the Closing shall include, but not be limited to a title search (including the abstract and any owner’s title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

7. Funds at Closing. Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check, or cashier’s check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

8. Close of Escrow. This transaction shall be closed on the ___ day of _____ 2023 at **5:00** AM PM or earlier at the office of a title company to be agreed upon by the Parties (“Closing”). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller. “Close of Escrow”, including “COE”, means the date the grant deed, or other evidence of transfer of title is recorded

Buyer’s Initials _____ / _____

Seller’s Initials _____ / _____

9. Prorations of Property Taxes and Other Items. Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues, and assessments imposed prior to Close of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: for periods after Close of Escrow, by Buyer; and for periods prior to Close of Escrow, by Seller.

Buyer’s Initials _____ / _____

Seller’s Initials _____ / _____

10. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

11. Title. Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.



Buyer’s Initials _____ / _____

Seller’s Initials _____ / _____

Upon receipt of the Title Search Report, the Buyer shall have 10 business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 20 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

12. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. The Property is sold "AS-IS" in its PRESENT physical condition as of the date of Acceptance and subject to Buyer's Investigation rights; the Property, including pool, spa, landscaping, and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and all debris and personal property not included in the sale shall be removed by Close of Escrow, vacant, and in "broom clean" condition.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until **0/00/2022** at 5:00 AM PM or Sooner. If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller. In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

Buyer's Initials _____ / _____

Seller's Initials _____ / _____

13. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Seller shall not be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality, or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

Buyer's Initials _____ / _____

Seller's Initials _____ / _____



Buyer's Initials _____ / _____

Seller's Initials _____ / _____

14. Appraisal. Buyer's performance under this Agreement shall not be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

15. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

16. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within 3 business days with all parties being relieved of their obligations as set forth herein.

17. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

18. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete, and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

19. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section IV. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

20. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

21. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation.



Buyer's Initials _____ / _____

Seller's Initials _____ / _____

22. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Exclusions.** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

23. Governing Law. This Agreement shall be interpreted in accordance with the laws in the State of CA. In the event of litigation, the venue will be in the County of Santa Clara. The Town of Los Gatos reserves the right to assign this purchase agreement to a qualified buyer.

24. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

25. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

26. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

27. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions.



Buyer's Initials _____ / _____

Seller's Initials _____ / _____

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; or (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

28. Licensed Real Estate Agent(s). Buyer or Seller each represent that neither party has hired the services of licensed real estate agent(s) to perform representation on their behalf. And no real estate agent shall be entitled to payment for their services.

29. Disclosures. It is acknowledged by the Parties that: (check one)

- There are no attached addendums or disclosures to this Agreement.
- The following addendums or disclosures are attached to this Agreement:
 - Lead-Based Paint Disclosure Form
 - California Megan's Law
 - Natural and Environmental Hazard Disclosures (NHD)
 - California Transfer Disclosure Statement

30. Additional Terms and Conditions

- Below Market Price Home Ownership Disclosure Statement
- _____

31. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

32. Signature

SELLER(S):

Date: _____

Lisa DeGeorge



Buyer's Initials _____ / _____

Seller's Initials _____ / _____

BUYER(S):

Date: _____

Laurel Prevetti
Town Manager

Date: _____

Joel Paulson
Community Development Director

Approved as to Form:

Gabrielle Whelan
Town Attorney

Attest:

Wendy Wood
Town Clerk



Buyer's Initials _____ / _____

Seller's Initials _____ / _____

ADDENDUM #1

This Real Estate Purchase Agreement ("Agreement") made on the ____ day of _____ 2023, ("Effective Date") between:

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AND

Lisa DeGeorge ("Seller") with a mailing address of:

137 Bersano Lane, Town of Los Gatos, State of California, who agrees to sell and convey real and personal property as described below. Buyer and Seller, each individually, a "Party" and collectively, the "Parties."

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Street Address: **137 Bersano Lane, Los Gatos CA 95030**

Tax Parcel Information or Assessor's Parcel No: **424-29-054**

2. Terms:

- A. Utilities to remain on until the COE
- B. Seller agrees to do a holdback in escrow in the amount of \$80,000 which shall cover \$75,938.00 for the work to be completed, six months of HOA dues totaling \$1,854.00, 6 months of Utilities \$ 2,208.00
- C. Mutual agreement must be signed by both parties before any money is released.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

[Signatures on Following Page]



Buyer's Initials _____ / _____

Seller's Initials _____ / _____

3. Signature

SELLER(S):

Date: _____

Lisa DeGeorge

BUYER(S):

Date: _____

Laurel Prevetti
Town Manager

Date: _____

Joel Paulson
Community Development Director

Approved as to Form:

Gabrielle Whelan
Town Attorney

Attest:

Wendy Wood
Town Clerk



Buyer's Initials _____ / _____

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