

CITY OF SACRAMENTO



DEPARTMENT OF LAW
812 TENTH STREET SACRAMENTO, CA 95814
SUITE 201 TELEPHONE (916) 449-5346

January 20, 1982

JAMES P. JACKSON
CITY ATTORNEY
THEODORE H. KOBAY, JR.
ASSISTANT CITY ATTORNEY
LELIAND J. SAVAGE
SAMUEL L. JACKSON
WILLIAM P. CARNAZZO
STEPHEN B. NOCITA
DIANE B. BALTER
CHRISTINA PRIM
DEPUTY CITY ATTORNEYS

Hon. City Council
City Hall
Sacramento, CA 95814

RECEIVED
CITY OF SACRAMENTO
JAN 23 1982

Re: CHARLIE MAE PATRICK AGREEMENT

Dear Council Members:

JAN 23 1982

SUMMARY

Mrs. Charlie Mae Patrick has signed the agreement to pay her \$4,000 for her mobile home and sheds. The agreement is being submitted to the City Council for its consideration. Bill Edgar, Director of the Housing and Redevelopment Agency, recommends approval of the agreement. The advantage in approving this agreement is that the City would clearly have the right to remove the mobile home from Mrs. Patrick's lot.

BACKGROUND INFORMATION

Mrs. Charlie Mae Patrick was removed from her mobile home at 4345 Fourth Avenue on January 11, 1982. The removal was consistent with a superior court order and an administrative hearing officer's decision. Prior to the removal Mrs. Patrick had refused to accept the City's offer to pay her \$4,000 for her mobile home and the shed and carport located on her property. Mrs. Patrick also refused the Housing Authority's offer to provide her public housing and instead moved to a motel in West Sacramento. She has made a down payment on a new mobile home which she says she will move to another location outside the City.

On Friday, January 15, 1982, Mrs. Patrick contacted Deputy City Attorney Sam Jackson and said she was willing to sign the agreement with the Housing and Redevelopment Agency. Mrs. Patrick signed the agreement on Monday, January 18. (A copy of the agreement is attached.) Approximately \$1,400 of the \$4,000 would be used to pay off the lien on the mobile home. Mrs. Patrick would receive approximately \$2,600.

Bill Edgar recommends the agreement be approved. By paying the \$4,000 the City would clearly have the right to remove the mobile home from Mrs. Patrick's property. If we do not buy the trailer, there is considerable uncertainty whether the City has authority

to remove it. It could only be removed if it is considered a nuisance. There is a serious question whether the trailer is a nuisance if no one is living in it. It seems to me, absent a nuisance, the one thing Mrs. Patrick succeeded in doing in the earlier litigation was to secure the right to let the trailer remain on her property. She did not secure the right to live in the trailer, however. Bill Edgar thinks it is important to remove the trailer from the lot.

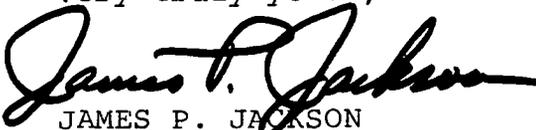
FINANCIAL IMPACT

The cost of this agreement is \$4,000 plus the cost of removing the mobile home from Mrs. Patrick's property. The money would come from the Sacramento Housing and Redevelopment Agency. It will be possible to sell the mobile home and recover some of the money.

RECOMMENDATION

The Director of the Sacramento Housing and Redevelopment Agency recommends approval of this agreement. Resolution approving the agreement is attached.

Very truly yours,



JAMES P. JACKSON
City Attorney

JPJ/p

Attachments

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT FOR SALE OF PERSONAL PROPERTY

CHARLIE MAE PATRICK (hereinafter "Seller"), and SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, (hereinafter "Buyer"), with addresses as they appear with their names below, agree, as follows:

1. Description of Property. Seller will transfer and deliver clear and legal title, free of liens and encumbrances to Buyer, and Buyer will accept and pay for the following:

(a) That certain personal property owned and/or possessed by Seller and described as a 1971 or 1972 Model Champion Trailer or Mobile Home, I.D.#50812, California Vehicle License # KD 717.

(b) That certain personal property owned by Seller and described as storage shed.

(c) That certain personal property owned by Seller and described as a car port.

(d) That certain personal property woned by Seller and described as patio type attachment to item No. (a) above.

2. Delivery. Seller shall deliver said items of personal property physically and by clear title at their present location at 4345 Fourth Avenue, Sacramento, California, on or before January 22, 1982.

3. Price. Buyer will pay Seller a total of \$4,000.00 for personal property listed above.

4. Terms of Payment. The purchase price shall be paid as follows:

1 (a) First, for payment as necessary for Seller to
2 obtain clear and legal title to the property listed in Item No.1(a)
3 above. Said payment shall be made directly to such person(s)
4 entitled to receive the same. A check or draft shall be made
5 payable to Charlie Mae Patrick and Beneficial Finance Company
6 of Northern California. Beneficial Finance Company shall be
7 presented with the check or draft in the amount of ONE THOUSAND
8 THREE HUNDRED NINETY SEVEN AND 10/100 DOLLARS (\$1,397.10) having
9 first been endorsed by Charlie Mae Patrick. Immediately after
10 receiving said draft or check Beneficial Finance Company
11 shall issue a pink slip of clear title to Charlie Mae Patrick
12 and Sacramento Housing and Redevelopment Agency. Charlie Mae
13 Patrick shall endorse the pink slip thereby giving clear title
14 to Sacramento Housing and Redevelopment Agency.

15 (b) Second, the balance of \$2,602.90 shall be disbursed to the Seller
16 in the form of a cashier's check immediately following the
17 removal of the purchased property from the premises. The cost
18 of such removal shall be borne by Buyer. Removal of all
19 previously mentioned property shall occur no later than fifteen
20 (15) days after Seller has delivered clear title to Buyer of all
21 items listed in number 1 above.

22 5. Consent to Enter. Seller hereby agrees and consents to
23 Buyer or its designated representative to enter the premises to
24 remove all property which is the subject of this sales agreement.

25 6. Seller represents and warrants that she has not
26 heretofore assigned, transferred, or purported to assign or
27 transfer, to any person or entity, any liability, claim, action,
28 cause of action or right herein released and discharged. Seller

1 shall indemnify Buyer and its respective successors, officers,
2 director, agents, employees, assigns, subsidiaries, affiliates,
3 coventurers, and each of them, and shall hold them harmless,
4 from and against:

5 (a) Any liability, claim, action, cause of action, or
6 rights which has been assigned or transferred contrary to the
7 foregoing representations, or in violation of the foregoing
8 warranty; and

9 (b) Any and all liability, loss, claim, expenses,
10 and/or obligation arising directly or indirectly out of any
11 breach of the foregoing warranty.

12 7. This Agreement does not constitute, shall not be
13 deemed to constitute, and shall not be represented by any party
14 hereto to constitute, an admission by any party hereto of any
15 fact or issue in any civil litigation, nor of any liability
16 or obligation whatsoever.

17 8. Seller acknowledges that the purchase of the
18 aforementioned items is not a taking under the laws of eminent
19 domain. And this Agreement shall not be construed in any manner
20 so as to provide for any rights or entitlements under the laws
21 of eminent domain.

22 9. The provisions of this Agreement shall be deemed to
23 obligate, extend to and inure to the benefit of the successors,
24 assigns, transferees, grantees, heirs and representatives of
25 each of the parties to this Agreement, and each of the bene-
26 ficiaries of the warranty and indemnification provisions contained
27 herein.

28 10. This Agreement memorializes and constitutes the entire

1 agreement and understanding between the parties as to the lawsuit
2 and all other matters referred to or included herein, and super-
3 cedes and replaces all prior negotiations, proposed agreements
4 and agreements, whether oral or written. Seller and the Buyer
5 acknowledges that no party, nor any agent or attorney of any party,
6 has made any promise, representation, or warranty whatsoever,
7 expressed or implied, and that they have acknowledged that no
8 party, nor any agent or attorney of any party, has made any
9 promise, representations, or warranty whatsoever, expressed or
10 implied, and that they have not executed this Agreement in reliance
11 upon any collateral promise, representation, or warranty.

12 • 11. This Agreement is made and entered into in the State of
13 California, and shall in all respects be interpreted, enforced,
14 and governed by and under the laws of this State.

15 Executed on _____, 1982.

16 BUYER:
17 SACRAMENTO HOUSING AND
18 REDEVELOPMENT AGENCY

19 By: _____

20 SELLER:
21 
22 CHARLIE MAE PATRICK
23 4345 Fourth Avenue
24 Sacramento, California 95817

25
26
27
28

RESOLUTION NO.

Adopted on Date of

RESOLUTION APPROVING AGREEMENT WITH
MRS. CHARLIE MAE PATRICK

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO:

That the agreement between the Housing Authority and
Charlie Mae Patrick, dated January 18, 1982, is hereby approved.

MAYOR



SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

December 23, 1981

CITY MANAGER'S OFFICE
RECEIVED
JAN 22 1982

Housing Authority of the
City of Sacramento
Sacramento, CA 95814

Honorable Members in Session:

SUBJECT: Purchase of Property from Charlie Mae Patrick,
4345 4th Avenue, Sacramento

Pursuant to the December 22, 1981 Executive session of the City Council, attached is an agreement executed by Charlie Mae Patrick of 4345 4th Avenue agreeing to a settlement of \$4000 based on the seller:

1. delivering clear and legal title to the Redevelopment Agency for a 1971 or 1972 Champion Mobile Home ID No. 50812 - California Vehicle License No. KD717, as well as all structures located on the premises at 4345 4th Avenue including but not limited to a carport, storage bin, and patio-type addition to the mobile home;
2. consenting to allow the purchaser to enter the premises to remove all structures within 15 days of receipt of clear and legal title of all aforementioned personal property.

In consideration of these conditions, the Redevelopment Agency will place \$4000 in an escrow account to be disbursed in the following manner:

First, for payment of all reasonable relocation costs associated with Charlie Mae Patrick's finding alternative housing;

Second, for payment to lenders in an amount necessary to obtain clear and legal title for the above property and structures;

Third, the balance to be disbursed to the seller when all structures have been removed.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Housing Authority of the
City of Sacramento
December 23, 1981

Page 2

RECOMMENDATION

It is therefore our recommendation that the City Council authorize the Mayor to execute the attached agreement and authorize the Executive Director of the Redevelopment Agency to expend \$4000 of City "payment in lieu of taxes" (PILOT) funds in the manner outlined in this report.

Respectfully submitted,



WILLIAM H. EDGAR
Interim Executive Director

TRANSMITTAL TO COUNCIL:



WALTER J. SLIPE
City Manager

RESOLUTION NO. 82-005

ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO
ON DATE OF

January 26, 1982

RESOLUTION APPROVING AGREEMENT
WITH MRS. CHARLIE MAE PATRICK

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE
CITY OF SACRAMENTO:

1. That the Agreement between the Housing Authority
and Charlie Mae Patrick, dated January 18, 1982, is hereby
approved.

CHAIRMAN

ATTEST:

SECRETARY

APPROVED
SACRAMENTO HOUSING AUTHORITY
CITY OF SACRAMENTO

JAN 26 1982

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AGREEMENT FOR SALE OF PERSONAL PROPERTY

CHARLIE MAE PATRICK, (hereinafter "Seller"), and SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, (hereinafter "Buyer"), with addresses as they appear with their names below, agree as follows:

1. Description of Property:- Seller will transfer and deliver clear and legal title, free of liens and encumbrances to Buyer, and Buyer will accept and pay for the following:

(a) That certain personal property owned and/or possessed by Seller and described as a 1971 or 1972 Model Champion Trailer or Mobile Home, I.D. #50812, California Vehicle License # KD 717.

(b) That certain personal property owned by Seller and described as a storage shed.

(c) That certain personal property owned by Seller and described as a car port.

(d) That certain personal property owned by Seller and described as patio-type attachment to item No. (a) above.

2. Delivery. Seller shall deliver said items of personal property physically and by clear title at their present location at 4345 Fourth Avenue, Sacramento, California, on or before January 15, 1982.

3. Price. Buyer will pay Seller a total of \$4,000.00 for all items listed above, including the amount to be paid for moving expenses pursuant to paragraph 4(b) herein.

4. Terms of Payment. The purchase price shall be placed in a mutually agreeable escrow account. Disbursements from such escrow account shall be made only in compliance with the following instructions:

1 (a) First, for payment as necessary for Seller to obtain
2 clear and legal title to the property listed in Item No. 1 above.
3 Said payment shall be made directly to such person(s) entitled
4 to receive the same.

5 (b) Second, for payment of all amounts reasonably
6 necessary to satisfy Seller's moving expenses not to exceed
7 \$1,000.00. Said payments shall be made directly to such
8 person(s) entitled to receive the same.

9 (c) Third, the balance to be disbursed to the Seller
10 when all property listed in Item No. 1 above have been removed
11 from the premises. The cost of such removal shall be borne by
12 Buyer. Removal of all previously mentioned property shall occur
13 not later than fifteen (15) days after Seller has vacated the
14 premises.

15 5. Consent to Enter. Seller hereby agrees and consents to
16 Buyer or its designated representative to enter the premises to
17 remove all property which is the subject of this sales agreement.

18 6. Seller represents and warrants that she has not
19 heretofore assigned, transferred, or purported to assign or
20 transfer, to any person or entity, any liability, claim, action,
21 cause of action or right herein released and discharged. Seller
22 shall indemnify Buyer and its respective successors, officers,
23 director, agents, employees, assigns, subsidiaries, affiliates,
24 coventurers, and each of them, and shall hold them harmless,
25 from and against:

26 (a) Any liability, claim, action, cause of action, or
27 rights which has been assigned or transferred contrary to the
28 foregoing representations, or in violation of the foregoing

1 warranty; and

2 (b) Any and all liability, loss, claim, expenses,
3 and/or obligation arising directly or indirectly out of any
4 breach of the foregoing warranty.

5 7. This Agreement does not constitute, shall not be
6 deemed to constitute, and shall not be represented by any party
7 hereto to constitute, an admission by any party hereto of any
8 fact or issue in any civil litigation, nor of any liability
9 or obligation whatsoever.

10 8. Seller acknowledges that the purchase of the
11 aforementioned items is not a taking under the laws of eminent
12 domain. And this Agreement shall not be construed in any
13 manner so as to provide for any rights or entitlements under
14 the laws of eminent domain.

15 9. The provisions of this Agreement shall be deemed to
16 obligate, extend to and inure to the benefit of the successors,
17 assigns, transferees, grantees, heirs and representatives of
18 each of the parties to this Agreement, and each of the
19 beneficiaries of the warranty and indemnification provisions
20 contained herein.

21 10. This Agreement memorializes and constitutes the entire
22 agreement and understanding between the parties as to the lawsuit
23 and all other matters referred to or included herein, and
24 supercedes and replaces all prior negotiations, proposed
25 agreements and agreements, whether oral or written. Seller and
26 the Buyer acknowledges that no party, nor any agent or attorney
27 of any party, has made any promise, representation, or warranty
28 whatsoever, expressed or implied, and that they have acknowledged

1 that no party, nor any agent or attorney of any party, has made
2 any promise, representations, or warranty whatsoever, expressed
3 or implied, and that they have not executed this Agreement in
4 reliance upon any collateral promise, representation, or
5 warranty.

6 11. This Agreement is made and entered into in the State
7 of California, and shall in all respects be interpreted,
8 enforced, and governed by and under the laws of this State.

9 Executed on _____, 1982.

10

BUYER:

11

SACRAMENTO HOUSING AND
REDEVELOPMENT AGENCY

12

By _____

13

14

SELLER:

15

CHARLIE MAE PATRICK
4345 Fourth Avenue
Sacramento, California 95817

16

17

18

19

CATHERINE L. HUGHES
Attorney for Seller

20

21

22

23

24

25

26

27

28