



City of Emeryville

INCORPORATED 1896

1333 Park Avenue. Emeryville, CA 94608-3517

t (510) 596-4300 | f (510) 596-4389

[ENTER DATE]

VIA CERTIFIED MAIL AND EMAIL

Robert J. Arias, Jr.

1500 Park Avenue, #322

Emeryville, CA 94608

[INSERT EMAIL ADDRESS]

Re: Exercise of Option to Purchase

Dear Mr. Arias;

In September 2003, you bought your home at 1500 Park Avenue, #322 in Emeryville ("Unit") with assistance from the City of Emeryville. The City required the developer of your home to sell it to you at a price well below its fair market value at the time. In consideration of the City's assistance, you agreed when you bought the home to a "Resale Restriction Agreement and Right of First Refusal" (the "Resale Restriction Agreement"). A copy of this Resale Restriction Agreement accompanies this letter for your reference as Exhibit A.

On April 21, 2021, the City received your Notice of Intent to Sell the Unit. In accordance with Sections 1 and 2 of the Resale Restriction Agreement the City has an option to acquire the Unit when you no longer desire to own the Unit. This Notice shall serve as the City's notice pursuant to Section 2 of the Resale Restriction Agreement that the City is exercising its option to acquire the Unit.

In accordance with Section 3 of the Resale Restriction Agreement, the City has determined that the purchase price for the Unit is \$338,200 (Three Hundred, Thirty-Eight Thousand, Two Hundred Dollars) ("Purchase Price") prior to any adjustments for deferred maintenance.

The City has conducted an inspection of the Unit and has determined that certain repairs are required prior to your sale of the Unit. In accordance with the Resale Restriction Agreement, you have 60 days from the date of this notice to make the required repairs. If the repairs are not made by the close of escrow, the costs of such repairs as determined by the City Code Enforcement Officer will be withheld from the Purchase Price for purposes of making the repairs. You must deliver the Unit to the City in the condition noted in the City's Inspection Report with all appliances and window coverings in place subject only to the repairs noted in the inspection report.

The Resale Restriction Agreement provides that closing costs will be divided in accordance with the custom and practice in the City of Emeryville at the time that escrow

Attachment A

is opened. The current custom in the County of Alameda is that the buyer pays escrow fees and title insurance fees and the seller pays transfer tax.

On [REDACTED], the City opened escrow at [REDACTED] Title Company for the purchase of the home upon your acknowledgement of this Notice. Escrow will close no later than 90 days from the opening of escrow, subject to all conditions in this letter being met. You are required to obtain a written report from a licensed Structure Pest Control Operator and provide the City with a copy of that report. If the report identifies work that is necessary to repair damage caused by infestation or infection of wood-destroying pests or organisms, you are required to complete those repairs prior to the close of escrow.

The City will obtain a Preliminary Title Report for the property and will share it with you. You must cooperate in securing reconveyance or cancellation of all liens securing debts that you incurred while you owned this home, including the liens for any unpaid property taxes, or liens for HOA dues. If any funds in addition to the purchase price are necessary to satisfy your lenders or any other lienholders, you, not the City, are responsible for paying these amounts. You are required to deliver title to the City free of any encumbrances shown on the Preliminary Title Report unless the City agrees to accept title subject to such encumbrances. The City will notify you after it receives the Preliminary Title Report of any encumbrances that you need to have removed from title before the close of escrow.

You are responsible pursuant to Civil Code Section 4525 with providing the City with documents related to the Unit and the HOA including copies of the governing documents and the annual report as well as providing any other disclosures that are required under law. Please contact the HOA to request the required documents as soon as possible.

The City appreciates your immediate attention to this matter. If you have any questions, please contact Valerie Bernardo at vbernardo@emeryville.org or (510) 596-4354.

Very truly yours,

Christine Daniel
City Manager

Acknowledgment of Receipt:

By signing below, I acknowledge receipt of the above notice and my obligations as set forth above.

Robert J. Arias, Jr.
cc: [REDACTED]

Exhibit A: Resale Restriction Agreement

