

**AGREEMENT FOR PURCHASE AND SALE OF REAL
PROPERTY (INCLUDING ESCROW INSTRUCTIONS)**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is entered into as of _____, 20____, by and between the City of Brentwood, a municipal corporation (the "Purchaser"), and Brian Joseph Friedel ("Seller").

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, that certain real property, together with any buildings, fixtures and appurtenant improvements thereon (collectively, the "Property"), situated in the City of Brentwood, County of Contra Costa, State of California, which is legally described in the Legal Description attached hereto as Exhibit "A" and incorporated herein.

2. Purchase Price. The total purchase price for the Property shall be One Hundred Twenty Thousand, Two Hundred Three Dollars (\$120,203.00) ("the "Purchase Price"). Purchaser shall pay the Purchase Price by depositing into Escrow, on or before the date for close of Escrow, immediately available funds in the amount of the Purchase Price.

3. Conveyance of Title. Seller agrees to convey by Grant Deed to Purchaser marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes except current taxes not yet due and payable, covenants, conditions, restrictions and reservations of records and easements created by Purchaser.

4. Escrow. Purchaser and Seller have opened or shall open an escrow (the "Escrow") in accordance with this Agreement at First American Title Company (the "Escrow Agent"). This Agreement, together with the escrow instructions prepared by Escrow Agent and executed by Purchaser and Seller, constitutes the joint escrow instructions of Purchaser and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this Escrow in the shortest possible time.

4.1 Grant Deed. Prior to the close of Escrow, Seller shall execute, acknowledge and deliver into Escrow a Grant Deed (the "Grant Deed") suitable for recordation and conveyance to the Purchaser fee simple interest as indicated hereto in Exhibit "1" incorporated herein. A Certified Resolution of Acceptance to be attached to the Grant Deed shall be delivered into Escrow by Purchaser on or before the close of Escrow. Purchaser and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

5. Pro Rations; Tax Adjustment Procedure. Escrow Agent is authorized and is instructed to comply with the following pro ration and tax adjustment procedure:

5.1 Delinquent Taxes. Escrow Agent shall pay and charge Seller for any unpaid delinquent property taxes and/or penalties and interest thereon, and for any delinquent assessments or bonds against the Property.

5.2 Current Taxes. Escrow Agent shall pay and charge Seller for that portion of current property taxes and assessments and any penalties and interest thereon allocable to the period prior to the close of Escrow. The portion of current property taxes which would otherwise be allocable to the period after the close of Escrow shall not be allocated, as Purchaser is exempt from payment of property taxes.

6. Escrow Agent Authorization. Escrow Agent is authorized to, and shall:

6.1 Pay and Charge Seller. Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement.

6.2 Pay and Charge Purchaser. Pay and charge Purchaser for any Escrow fees, recording fees and other costs and expenses of Escrow payable under Section 6.7, below.

6.3 Disbursement. Disburse funds, record the Grant Deed and Certified Resolution of Acceptance, and deliver the title policy to Purchaser, when conditions of the Escrow have been fulfilled by Purchaser and Seller.

6.4 Close of Escrow. The term "close of Escrow," if and where written in these instructions, shall mean the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Contra Costa County Recorder.

6.5 Time Limits. All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties. Any amendment of, or supplement to, any instructions must be in writing.

6.6 Time of the Essence. TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE ON OR BEFORE MAY 31, 2024. If this Escrow is not in condition to close by such date, then (a) Purchaser may waive any conditions that have not been met; (b) Purchaser may, in writing, terminate this Agreement and demand the return of its money or property; or (c) if the delay is caused by the failure of a senior lienholder to subordinate its interests, Purchaser has the right to extend the closing a reasonable period of time to allow the senior lienholder time to process a subordination, which in no event shall exceed six months.

6.7 Escrow Fees, Charges and Costs. Purchaser agrees to pay all Purchaser's and Seller's usual fees, charges, and costs which arise in this Escrow.

6.8 Transfer Taxes. No transfer tax shall be due because Purchaser is a public entity.

7. Possession and Disposition of Personal Property. Seller shall, prior to the close of Escrow, remove or otherwise dispose of all personal property located on the Property. All personal property remaining on the Property after the Closing shall become the property of Purchaser and Purchaser may dispose of same without liability as it alone sees fit, and Seller shall be liable for the costs of removal which are incurred by the Purchaser. Purchaser shall not

be liable for any loss of or damage to the personal property remaining on the Property, regardless of when loss or damage occurs.

8. Warranties, Representations, and Covenants of Seller. Seller hereby warrants, represents, and/or covenants to Purchaser that:

8.1 Pending Claims. To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

8.2 Encroachments. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.

8.3 Condition of Property. The Property is in good condition, and until the close of Escrow, Seller shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

8.4 Seller's Title. Until the close of Escrow, Seller shall not do anything which would impair Seller's title to any of the Property.

8.5 Right to Possession. No person or entity other than Seller has the right to possess the Property or any portion of it, as of the date of this Agreement.

9. Full and Complete Settlement for Fee Interest. The total compensation to be paid by Purchaser to Seller is in consideration for all of Seller's interest in the Property 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 and any improvements and fixtures and equipment located thereon, improvements pertaining to the realty (if any), severance damages, relocation assistance, any alleged pre-condemnation or inverse condemnation damages, loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Seller and Seller's Parties (defined below) which might arise out of or relate in any respect to the acquisition of the Property by the Purchaser.

10. Broker's Commission. Seller and Purchaser each warrants and represents that it has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property.

11. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by facsimile, reputable overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received upon the earlier of: (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if mailed, three (3) business days after the date of posting by the United States post office; (iii) if delivered by Federal Express or other overnight courier for next business day delivery, the next business day; or (iv) if sent by facsimile, with the original sent on the same day by overnight courier, the date on which the facsimile is received, provided it is before 5:00 P.M. Pacific Time. Notice of change of address shall be given by written notice in the manner described in this Section. Rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice

was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Unless changed in accordance herewith, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Brian Joseph Friedel
 2410 Smith Road
 Brentwood, CA 94513
 (925) 876-6746
 friedelbj@gmail.com

If to Purchaser: City of Brentwood
 150 City Park Way
 Brentwood, CA 94513
 Attention: Director of Engineering
 (925) 516-5420

12. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

13. Governing Law. This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California without regard to its choice of law principles.

14. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Purchaser and Seller.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

16. Binding Upon Successors. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.

17. Cooperation. Each party agrees to cooperate with the other in the Closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

PURCHASER:

CITY OF BRENTWOOD, a municipal corporation

Date: _____

By: _____
Tim Y. Ogden, City Manager

ATTEST:

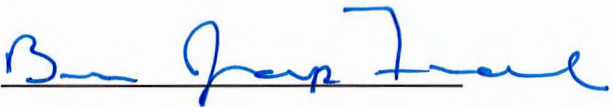
By: _____
Margaret Wimberly, City Clerk

APPROVED AS TO FORM:

BY: _____
Katherine Wisinski, Interim City Attorney

SELLER:

BRIAN JOSEPH FRIEDEL:



Date: 4/22/24

EXHIBIT "A"

LEGAL DESCRIPTION
(APN 018-100-031)

EXHIBIT "A"

LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION
LANDS OF FRIEDEL
APN 018-100-031

REAL PROPERTY SITUATE IN THE CITY OF BRENTWOOD, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, BEING A PORTION OF LANDS OF FRIEDEL AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON JULY 17, 2018 AS DOCUMENT NUMBER 2018-0113229, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, BEING ALSO A PORTION OF THE FORMER LANDS OF SMITH AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED ON JANUARY 18, 1943 IN BOOK 8 OF LICENSED SURVEYOR'S MAPS AT PAGE 37, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LANDS OF FRIEDEL, BEING DISTANT SOUTH $89^{\circ} 16' 16''$ EAST 659.98 FEET FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 1; THENCE ALONG THE CENTERLINE OF SMITH ROAD, BEING THE CENTERLINE OF THE LANDS GRANTED TO THE CONTRA COSTA COUNTY FOR A PUBLIC HIGHWAY AS DESCRIBED IN A DEED RECORDED ON MAY 16, 1945 IN BOOK 814 OF ORIGINAL RECORDS AT PAGE 453, RECORDS OF CONTRA COSTA COUNTY, SOUTH $1^{\circ} 18' 18''$ WEST 200.00 FEET; THENCE LEAVING SAID CENTERLINE SOUTH $89^{\circ} 16' 16''$ EAST 25.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SMITH ROAD, BEING ALSO THE EASTERLY LINE OF THE LANDS GRANTED TO CONTRA COSTA COUNTY (814 OR 453), BEING ALSO THE EASTERLY RIGHT OF WAY LINE OF THAT "50 FT ROAD R OF W AS SHOWN IN DEED" AS SHOWN ON SAID RECORD OF SURVEY (8 LSM 37), BEING THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND SAID EASTERLY LINE OF THE LANDS GRANTED TO CONTRA COSTA COUNTY (814 OR 453), NORTH $01^{\circ} 18' 18''$ EAST 155.20 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF $89^{\circ} 24' 36''$, AN ARC DISTANCE OF 31.21 FEET; THENCE NORTH $00^{\circ} 43' 44''$ EAST 25.00' TO THE CENTERLINE OF LONE TREE WAY, AS SAID CENTERLINE IS DESCRIBED IN SAID GRANT DEED TO CONTRA COSTA COUNTY (814 OR 453); THENCE ALONG SAID CENTERLINE, SOUTH $89^{\circ} 16' 16''$ EAST 122.45 FEET; THENCE LEAVING SAID CENTERLINE, ALONG THE EASTERLY LINE OF THE LANDS OF FRIEDEL, SOUTH $01^{\circ} 18' 18''$ WEST 44.50 FEET; THENCE ACROSS THE LANDS OF FRIEDEL THE FOLLOWING THREE (3) COURSES:

1. ALONG A LINE PARALLEL WITH AND 44.50 FEET SOUTHERLY, RIGHT ANGLE MEASURE, FROM SAID CENTERLINE OF LONE TREE WAY, NORTH $89^{\circ} 16' 16''$ WEST 112.75 FEET;
2. THENCE SOUTH $46^{\circ} 01' 01''$ WEST 35.18 FEET;
3. THENCE ALONG A LINE PARALLEL WITH AND 4.50 FEET EASTERLY, RIGHT ANGLE MEASURE, FROM SAID EASTERLY RIGHT OF WAY LINE OF SMITH ROAD, SOUTH $01^{\circ} 18' 18''$ 130.75 FEET WEST TO THE SOUTHERLY LINE OF SAID LANDS OF FRIEDEL;

THENCE ALONG SAID SOUTHERLY LINE, NORTH $89^{\circ} 16' 16''$ WEST 4.50 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 6,749 SQUARE FEET, MORE OR LESS.

A PLAT, ENTITLED EXHIBIT 'B', IS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

BASIS OF BEARINGS: THE BEARINGS DESCRIBED HEREON ARE BASED ON CALIFORNIA COORDINATE SYSTEM ZONE III NAD 1983, EPOCH 2021.75.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION

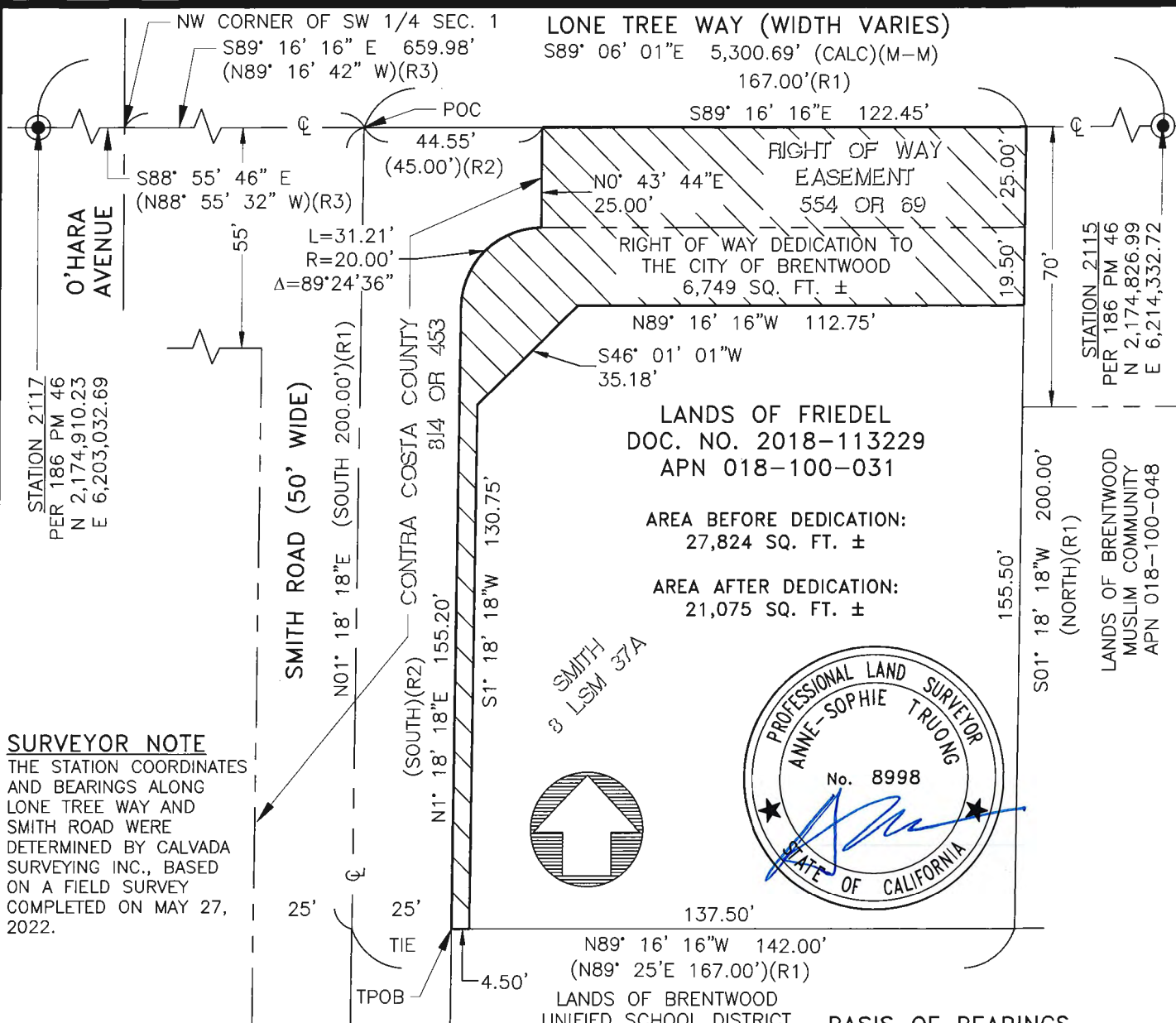


ANNE – SOPHIE TRUONG, PLS 8998

04/16/2024
DATE



\\server2.csg.loc\Clients\Brentwood\Engineering\22.350-1 Brentwood Lone Tree Way\06-Reports & Calculations\Smith Road - ROW Dedications\Smith Road - ROW Dedications\05 - Plat\Smith ROW Dedications-350_FINAL.dwg Plotted on: 12-21-23 2:25pm



SURVEYOR NOTE
THE STATION COORDINATES AND BEARINGS ALONG LONE TREE WAY AND SMITH ROAD WERE DETERMINED BY CALVADA SURVEYING INC., BASED ON A FIELD SURVEY COMPLETED ON MAY 27, 2022.

DOC. 2018-0113229 (R1)
814 OR 453 (R2)
186 PM 46 (R3)

EXHIBIT 'B'
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR RIGHT OF WAY DEDICATION

PREPARED BY:
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
Phone (650) 522-2500
Fax (650) 522-2599

Employee - Owned

2410 SMITH ROAD
CITY OF BRENTWOOD
BRENTWOOD, CA 94513

DATE: 4/16/2024	JOB NO. 22.350
DRAWN BY: SH	SHEET 1 OF 1

EXHIBIT "1"

GRANT DEED
(APN 018-100-031)

Recorded at the request of:
City of Brentwood

Return to:
City of Brentwood
150 City Park Way
Brentwood, CA 94513

Attn: Debra Galey

Exempt from Documentary Transfer Tax §11922
Exempt from Recording Fee Government Code §6103
APN 018-100-031 portion
2410 Smith Road

GRANT DEED In Fee

For Valuable consideration, receipt of which is hereby acknowledged, BRIAN JOSEPH FRIEDEL ("GRANTOR"), hereby grants to CITY OF BRENTWOOD, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA ("GRANTEE"), the following described real property in the City of Brentwood, County of Contra Costa, State of California:

For description see Exhibits A and B attached hereto and made a part hereof.

GRANTOR –
Brian Joseph Friedel

Date

Certificate of Acceptance
Government Code §27281

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, from Brian Joseph Friedel, to City of Brentwood, a municipal corporation of the State of California, is hereby accepted pursuant to authority conferred by Ordinance No. 1031 of the City Council adopted on February 24th, 2022, and the City of Brentwood consents to recordation thereof by its duly authorized officer.

Allan Baquilar
Director of Engineering/City Engineer

Date