

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is dated for reference purposes as of _____, 2024, by and between The City of Brentwood (“**Seller**”), and Hagar Realty, a California corporation or its assignee (“**Buyer**”) who agree as follows:

1. Purchase and Sale of Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, that certain unimproved real property consisting of approximately 1.796 acres located in the area of Contra Costa County, California, commonly referred to as Assessor’s Parcel Number 013-232-006, all as more fully described in **Exhibit A**, together with all rights, privileges, easements or appurtenances to or affecting the Land, including, but not limited to, all of Seller’s mineral rights, water rights, options, deliveries and obligations of the Contra Costa County Flood Control which are associated with the Property and all of Seller’s rights to under crop insurance policies on the crop growing on the Property, and all of Seller’s rights to applicable claims and proceeds thereunder (collectively, the “**Property**”). The Property shall also include the following personal property to be transferred with a bill of sale: pipes, and other equipment currently on the land.

2. Purchase Price. The purchase price for the Property (“**Purchase Price**”) shall be \$390,000.00, and shall be paid as follows:(i) within 3 days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith (“**Escrow**”) at Chicago Title Company, 1676 North California Boulevard, Suite 117, Walnut Creek, CA 94596 at 925-288-8351 baldingl@ctt.com; Attn: Laurie Balding-Smith (“**Escrow Holder**”), and Buyer shall deposit \$25,000.00 into Escrow (“**Initial Deposit**”); and (ii) on or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow the balance of the Purchase Price, less any credits due Buyer hereunder (the “**Closing Amount**”). The Initial Deposit shall be fully refundable to Buyer until Buyer’s waiver or approval of the Governmental Approvals and the Due Diligence Approval.

3. Title to the Property/Seller’s Deliveries. At the Closing, Seller shall convey to Buyer good and marketable fee simple title to the Property by duly executed and acknowledged grant deed with no reservations of any rights and free of encumbrances (the “**Deed**”). As used in this Agreement, Closing (the “**Closing**”) shall be deemed to occur upon the recording of the Deed. Evidence of delivery of fee simple title shall be the issuance by Escrow Holder to Buyer of an ALTA standard coverage owner’s policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved as provided in **Exhibit B** attached hereto and incorporated herein by reference (the “**Title Policy**”). Within five (5) business days following the Effective Date, Seller shall deliver to Buyer materials requested by Buyer in Seller’s possession or control, or to which Seller has access (collectively, the “**Seller’s Deliveries**”). Seller shall deliver a Natural Hazards Disclosure Report with Seller’s Deliveries.

4. Conditions Precedent to Closing. The conditions listed in **Exhibit B** attached hereto, and incorporated herein by reference, are conditions precedent to Buyer’s obligation to purchase the Property (the “**Conditions Precedent**”).

5. LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED SOLELY BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER, THE DEPOSIT SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE EARNEST MONEY HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF BUYER. FURTHERMORE, THE PAYMENT AND RETENTION OF SUCH DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 AND 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

INITIALS: Seller _____ Buyer _____

6. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of Closing, Seller represents and warrants to Buyer as follows: (a) Seller has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms; (b) There are no claims, actions, suits, investigations or other legal proceedings pending or threatened against or by Seller relating to or affecting the Property; (c) Seller has good and marketable title to the Property; (d) Seller has fully disclosed in writing to Buyer all material information in Seller's possession that relates to the Property, its condition, and the title to the Property and (d) to Seller's actual knowledge, the Property has not at any time been used for the purposes of storing, manufacturing, releasing or dumping Hazardous Materials. To Seller actual knowledge, no underground storage tanks, pipelines or clarifiers are located on the Property and no Hazardous Materials are located at, on, under the Property other than in full compliance with all applicable laws. "Hazardous Materials" shall mean (1) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances deemed as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 9601, et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300 et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; the Hazardous Waste Control Law, California Health and Safety Code § 25025 et seq., the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code, Division 20, Chapter 6.8, the Hazardous Materials Release Response Plans and Inventory Act, California Health and Safety Code, Division 20, Chapter 6.95, The Underground Storage of Hazardous Substances Act, California Health and

Safety Code, Division 20, Chapter 6.7, the Porter-Cologne Act, California Water Code § 13050 et seq. and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively the “Environmental Laws”); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation, ordinance or common law doctrine, including any Environmental Law, now or hereafter in effect, including, but not limited to, (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) polychlorinated biphenyls (PCB’s) and (I) ureaformaldehyde.

7. Representations, Warranties and Covenants of Buyer. Buyer hereby represents and warrants to Seller that Buyer has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

8. Continuation and Survival. All representations, warranties and covenants by the respective parties contained herein are intended to and shall be deemed made as of the date of this Agreement and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

9. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date free of any occupant or property not being conveyed to Buyer as provided hereunder.

10. Seller’s Cooperation with Buyer. Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer, with regard to the fulfillment of any Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

11. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorney’s fees and costs incurred in connection with the prosecution or defense of said action,

12. Miscellaneous. Buyer shall have the right to assign this Agreement without Seller’s consent or approval. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof. Time is of the essence of this Agreement. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other

persons, places and circumstances shall remain in full force and effect. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement. This Agreement may be executed in a number of identical counterparts. Each of the counterparts will be deemed an original for all purposes and all counterparts will collectively constitute one Agreement. Time is of the essence of this Agreement. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement. Buyer shall have the right to assign this Agreement to an affiliate, related entity, subsidiary or partner without obtaining Seller's approval.

13. Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) business day after being deposited with a reliable overnight courier service for next day delivery, (iii) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed to the address shown below each party's signature.**14. Indemnity.** Seller shall indemnify Buyer against and hold Buyer harmless from any and all loss, damage, liability or expense, including court costs and reasonable attorneys' fees, which Buyer may reasonably incur or sustain either prior to or following the Closing by reason of or in connection with (i) any breach of Seller's representations and/or warranties contained herein; (ii) the failure of Seller's covenants or agreements set forth herein; and/or (iii) any litigation pending as of the Closing or filed after the Closing regarding events occurring prior to the Closing. The provisions of this paragraph shall survive the Closing and recording of the Deed.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date last written below (the “**Effective Date**”).

SELLER	BUYER
The City of Brentwood By: _____ Name: _____ Its: _____ Date: _____	Hagar Realty, a California corporation By: _____ Name: _____ Its: _____ Date: _____

DRAFT

EXHIBIT A

LEGAL DESCRIPTION

DRAFT

EXHIBIT B

CLOSING AND ESCROW PROCEDURES

1. Title to the Property. The Title Policy issued to Buyer pursuant to Section 3 of the Agreement, shall provide full coverage against mechanics' and materialmen's liens and shall contain such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer's approval of any title exceptions (the "**Endorsements**"). Within five (5) business days following the Effective Date, Seller shall order the issuance of a preliminary title report with respect to the Property, together with copies of all underlying documents referenced therein and a map containing a plotting of all easements capable of being plotted (collectively, the "**Preliminary Report**"), to be prepared by the Escrow Holder and delivered to Buyer. No later than ten (10) days after receipt of the Preliminary Report, Buyer shall give written notice to Seller of any items contained in the Preliminary Report which Buyer disapproves ("**Buyer's Disapproval Notice**"). Failure of Buyer to notify Seller of Buyer's disapproval of all or any item on the Preliminary Report shall be deemed to be an approval by Buyer of such item(s). In any event, Seller covenants to remove as exceptions to title prior to the Closing, any mortgages, deeds of trust, and other monetary encumbrances (collectively, "**Disapproved Liens**") shown on the Preliminary Report except for real property taxes not delinquent. Seller shall notify Buyer no later than five (5) days after receipt of Buyer's Disapproval Notice whether it elects to remove such other items disapproved by Buyer.
2. Conditions Precedent to Closing. The Conditions Precedent referenced in Section 4 of the Agreement and detailed below are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer's sole and absolute discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion, terminate this Agreement. The following are the Conditions Precedent:
 - a. The transactions contemplated by this Agreement will have been approved by all applicable Seller departments, agencies and councils at their respective sole discretion, within one hundred twenty (120) days after Buyer and Seller execute this Agreement. If required by Seller's charter, Seller's mayor and the Board of Supervisors, each at their sole discretion, will have enacted a resolution approving, adopting, and authorizing this Agreement and the transactions contemplated by this Agreement, within one hundred twenty (120) days after Buyer and Seller execute this Agreement (collectively, "**Government Approvals**").

- b. Buyer's inspection, review and approval, in its sole discretion, of all of the following within sixty (60) days after the unequivocal receipt of the Government Approvals: (i) the physical characteristics and condition of the Property (including without limitation the condition of the soils); (ii) Seller's Deliveries and (iii) the Preliminary Report and all aspects of the Property's title pursuant to section 1 above ("**Due Diligence Approval**").
 - c. Escrow Holder shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Buyer as provided above.
 - d. Seller shall have complied with all of Seller's duties and obligations contained in the Agreement and all of Seller's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.
3. Escrow; Closing, Prorations.
- b. Upon mutual execution of the Agreement, the parties shall deposit an executed counterpart of this Agreement with Escrow Holder and this **Exhibit B** shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. In the event of any conflict between the provisions of the Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of the Agreement shall control.
 - c. The Closing shall take place (the "**Closing Date**") on or before the date that is sixty (60) days following the waiver or approval by Buyer, in its sole and absolute discretion, of the Governmental Approvals and Due Diligence Approval, or as may be extended as provided below.
 - d. At or before the Closing, Seller shall deliver to Escrow Holder or Buyer the duly executed and acknowledged Grant Deed for the Property, a general assignment of any pertinent rights for the Property, any certificates and resolutions reflecting the Governmental Approvals, and a Bill of Sale for the personal property.
 - e. At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following: (i) the Closing Statement, duly executed by Buyer; (ii) the Closing amount necessary to complete the purchase; and (iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.
 - f. Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.
 - g. Costs and expenses of Escrow incurred in this transaction shall be paid as follows: (1) Seller shall pay the premium for a standard ALTA coverage owner's policy of

title insurance; Buyer shall pay the premium for any extended ALTA coverage if desired; (2) Seller and Buyer shall each pay one-half (1/2) of the Escrow fees, recording fees and related expenses; (3) all other costs of escrow shall be paid equally by Buyer and Seller; (4) legal fees for purchase and sale agreement drafting shall be shared equally. The provisions of this Subparagraph (f) shall survive the Closing.

DRAFT