

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, a municipal corporation (“**Seller**”), and Robert J. Freitas II (“**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 1.57 acres located in the area of Contra Costa County, California, commonly referred to as Assessor’s Parcel Number 012-020-003, all as more fully described in **Exhibit A**, together with all growing crops, 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: rice boxes, pipes, and other equipment associated with rice production currently on the land.

2. Purchase Price. The purchase price for the Property (“**Purchase Price**”) shall be FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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 First American Title Company, (_____ at ____-____-____ @_____title.com) (“**Escrow Holder**”), and Buyer shall deposit \$25,000 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**”).

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; and (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.

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. Property Subject to Covenants and Restrictions. Buyer hereby represents and warrants that Buyer has read, understands, and agrees to the Declaration of Covenants and Restrictions attached hereto and incorporated fully by reference as **Exhibit C**. The purchase and sale of the Property is subject to California Government Code Section 54233. Exhibit C shall be recorded against the Property and run with the land as a valid and enforceable covenant and restriction against any owner who violates such covenants or restrictions and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

9. Environmental Matters/Release. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import)

in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable laws of California. Buyer must rely on its own investigation and not on any representation by Seller regarding Hazardous Materials. Buyer shall rely solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of Buyer's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller. Seller makes no representations regarding Hazardous Materials in, on or under the Property. Seller's knowledge and disclosures regarding Hazardous Materials are limited to the contents of Seller's Deliveries.

Accordingly, Buyer hereby expressly waives and relinquishes any and all rights and remedies Buyer may now or hereafter have against Seller, whether known or unknown, with respect to any past present, or future presence of Hazardous Materials on, under or about the Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereinafter enacted, regulating or governing use, handling, storage or disposal of Hazardous Materials, including, without limitation (i) any and all remedies Buyer may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“**CERCLA**”), as amended, and any similar law, rule or regulation, (ii) any and all rights Buyer may now or hereafter have against Seller under the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.), as amended and any similar law, rule or regulation, and (iii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S. C.A. § 9607).

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 (“SECTION 1542”), WHICH IS SET FORTH BELOW

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR”

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

(Buyer's Initials)

10. 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.

11. 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.

12. 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.

13. 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,

14. Commissions, Indemnity, Disclosure. Each party represents to the other party that there is no broker representing such party in the current transaction, and that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Seller shall not be responsible for any broker commission associated with this purchase. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including without limitation attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 14 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

15. Publicity and Confidentiality. Buyer acknowledges that Seller is a public entity and that this Agreement shall be a matter of public record and available to the public under the Public Records Act. Notwithstanding the foregoing, Buyer agrees to not make any public announcements regarding the Property prior to Closing.

16. Miscellaneous. Buyer shall not have the right to assign this Agreement without Seller's consent and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any such assignee shall assume all obligations of Buyer hereunder; however, Buyer shall remain liable for all obligations hereunder. 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. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

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.

[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:

By: _____
Name: Tim Y. Ogden
Its: City Manager
Date: _____

By: _____
Name: Robert J. Freitas II
Its: Authorized Representative
Date: _____

ATTEST:

By: _____
Name: Amanda McVey
Its: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Katherine Wisinski
Its: City Attorney

EXHIBIT A

LEGAL DESCRIPTION

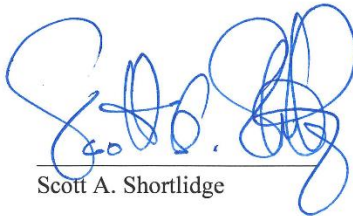
Real property situate in the City of Brentwood, County of Contra Costa, State of California, being a portion of that land described in the Grant Deed to the City of Brentwood, recorded July 22, 1991 in Document No. 91-113372, Official Records of Contra Costa County, and also being more particularly described as follows:

Beginning at the southeast corner of said City Parcel, same corner being the northeast corner of Parcel "C" as shown on the Record of Survey map, filed for record January 12, 1966, in Book 39 of Licensed Surveyor's Maps at Page 18, Official Records of Contra Costa County; thence along the south line of the City Parcel, South 89° 58' West, 199.19 feet more or less to a point 50.00 feet easterly of and measured at right angles from the monumented center line of Fairview Avenue; thence across the City Parcel and along a line 50.00 feet east of and parallel with the monumented center line of Fairview Avenue, North 00° 02' East, 360.22 feet; thence continuing across the City Parcel, North 44° 48' 57" East, 46.71 feet to a point 50.00 feet south of and measured at right angles from the monumented center line of Central Boulevard; thence continuing across the City Parcel, North 89° 37' East, 52.83 feet to a point on the east line of the City Parcel; thence along said east line, South 16° 03' East, 409.56 feet to the **Point of Beginning**.

Containing 55,517 square feet (1.27 acres) of land area, more or less.

Save and excepting therefrom a public utility easement over the ten feet wide strip of land shown on exhibit B.

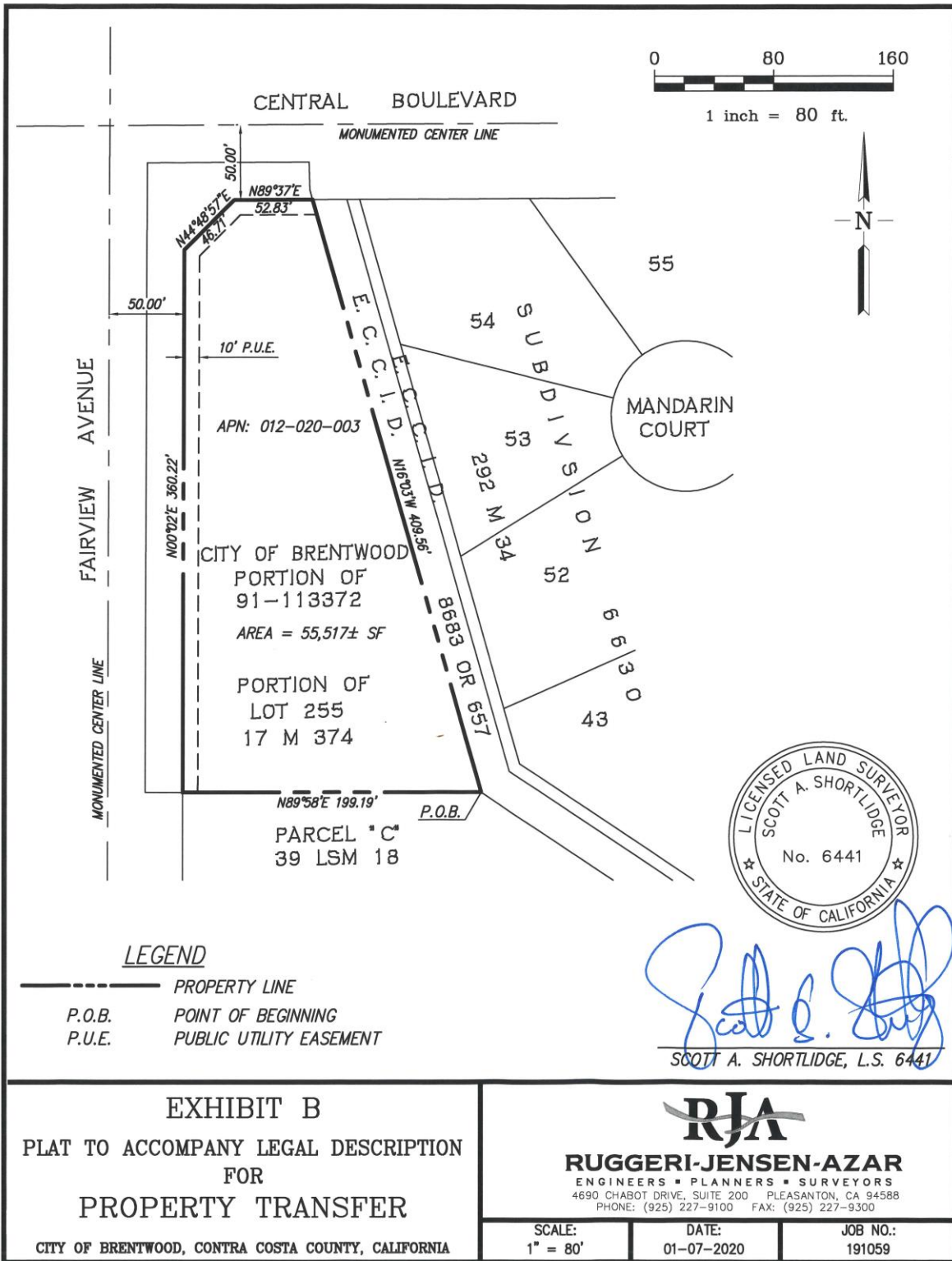
See Exhibit B – Plat to Accompany Legal Description, which is attached hereto and made a part hereof.


Scott A. Shortlidge

END OF DESCRIPTION



1-13-2020
Date



LEGEND

- PROPERTY LINE
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT



Scott A. Shortlidge
 SCOTT A. SHORTLIDGE, L.S. 6441

EXHIBIT B
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 FOR
PROPERTY TRANSFER
 CITY OF BRENTWOOD, CONTRA COSTA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE: 1" = 80'	DATE: 01-07-2020	JOB NO.: 191059
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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. Buyer's inspection, review and approval, in its sole discretion, of all of the following: (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.
 - b. 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.

- c. 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.
- a. 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.
 - b. The Closing shall take place (the "**Closing Date**") on or before the date that is thirty (30) days following the Effective Date of the Agreement, or as may be extended as provided below.
 - c. 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, and a Bill of Sale for the personal property.
 - d. 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.
 - e. 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.
 - f. 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.