

Parcel Number: 016-120-024  
Project Name: East County Service Center  
Project Number: WH429A

Seller: David S. Roche and  
William V. Roche  
Brentwood, CA 94513

**PURCHASE AND SALE AGREEMENT BETWEEN  
CONTRA COSTA COUNTY  
AND  
William V. Roche, Trustee of the William V. Roche Trust and  
David S. Roche, Trustee of the David S. Roche Trust**

---

This purchase and sale agreement (“Agreement”) is dated March 25, 2025 (the “Effective Date”), and is between the County of Contra Costa, a political subdivision of the State of California (the “County”) and William V. Roche, Trustee of the William V. Roche Trust U/A/D 7/1/1999, as amended and David S. Roche, Trustee of the David S. Roche Trust U/A/D 4/4/2000, as amended, each as to 1/2 interest (“Seller”).

**RECITALS**

Seller is the owner of unimproved real property near the corner of Brentwood Boulevard and Technology Way in Brentwood, California, that consists of approximately five acres with APN: 016-120-024, as more particularly described in Exhibit A attached (the “Property”).

**AGREEMENT**

**NOW THEREFORE**, in consideration for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, Seller agrees to sell, and County agrees to purchase, the Property.
2. **Purchase Price.** The purchase price for the Property is \$2,640,000 (“Purchase Price”).
3. **Conditions to County’s Performance.** The County’s obligation to perform under this Agreement is subject to the following conditions:
  - a. Seller’s representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow.
  - b. Seller’s performance of all obligations under this Agreement.
  - c. The vesting of title to the Property in the County by grant deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes except the following “Approved Exceptions,” as outlined in the Preliminary Report dated as of February 6, 2025, issued by Old Republic Title Company (“Preliminary Title Report”):

- i. Easements or rights of way of record over said property, listed as exception 5 in the Preliminary Title Report.
    - ii. Other Approved Exceptions: Those exceptions listed as exceptions 4 and 6 in the Preliminary Title Report.
  - d. The Title Company (as defined below) being prepared to issue a CLTA title insurance policy in the full amount of the purchase price, subject only to the Approved Exceptions ("Title Policy").
  - e. If County determines that any of these conditions have not been met, County has the right to terminate this Agreement by delivering written notice to Seller and, if applicable, the Title Company, as defined below.
4. **Escrow.** By this Agreement the parties have established an escrow account with Old Republic Title Company, 555 12<sup>th</sup> Street, Suite 2000, Oakland, California 94607 ("Title Company") having Escrow No. 1117028732-JS ("Escrow"). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow (as defined below), the County's Real Property Agent assigned to oversee this property acquisition will select an alternate title company to handle the transaction and notify Seller in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement. Seller hereby authorizes County to prepare escrow instructions and, after providing a copy for Seller's approval, which approval will not be unreasonably withheld, to file them with the Title Company on behalf of County and Seller in accordance with this Agreement. This includes authorizing the Title Company to withhold pro rata taxes, liens, and assessments on the Property conveyed.
- a. Fees and Title Insurance. Upon the Close of Escrow, (i) County shall pay all recording fees to record the Grant Deed, as defined below, and the premium charged for the title policy, and (ii) County and Seller shall share equally all other closing costs and escrow charges incurred in the transaction.
  - b. Seller's Deposit into Escrow. Before the Close of Escrow, Seller shall deliver into Escrow the following documents:
    - i. A grant deed, in recordable form and properly executed on behalf of Seller, in a form approved by County ("Grant Deed") conveying to the County the Property in fee simple absolute, subject only to the Approved Exceptions.
    - ii. Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA §1445].
    - iii. Seller's affidavit as contemplated by the Revenue and Taxation Code §18662.

- c. Property Taxes. All ad valorem real property taxes and any penalties and costs thereon, and all installments of any bond or assessment that constitutes a lien on the Property are to be cleared and paid by Seller as of the date title vests in the County.
- d. Close of Escrow. Escrow shall close upon the conveyance of the Property to the County ("Close of Escrow"), which is anticipated to occur on or before May 31, 2025. On the closing date, the Title Company shall close Escrow as follows:
  - i. Record the Grant Deed, marked for return to the County care of Jessica L. Dillingham, Principal Real Property Agent for the County (which will be deemed delivery to the County).
  - ii. Issue the Title Policy, if requested to do so by the County.
  - iii. Prorate taxes, assessments, rents and other charges as provided by this Agreement.
  - iv. Disburse to the Seller the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Seller.
  - v. Prepare and deliver to the County and to the Seller one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all the instructions set forth above, the Title Company must notify the Seller and the County and retain all funds and documents pending receipt of further instructions from the County.

- 5. **Seller's Representations and Warranties.** Seller makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by County. Seller represents and warrants to the County that as of the date of this Agreement and as of the Close of Escrow:
  - a. Marketable Title. Seller is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to the Approved Exceptions. No leases, licenses, or other agreements allowing any third-party rights to use the Property are or will be in force unless prior consent has been given by the County in writing. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow, Seller may not permit any liens, encumbrances or easements to be placed on the Property other than the Approved Exceptions, nor may Seller enter into any agreement that would affect the Property that would be binding on the County after the Close of Escrow without the prior written consent of the County.
  - b. Condition of Property. Seller has disclosed to the County all information, records

and studies maintained by Seller in connection with the Property concerning hazardous substances and Seller is not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Property. Any information that Seller has delivered to the County either directly or through Seller's agents is accurate and Seller has disclosed all material facts with respect to the Property.

- c. Other Matters Affecting Property. To the best of Seller's knowledge, there are presently not any actions, suits, or proceedings pending or threatened against or affecting the Property or the interest of Seller in the Property or its use that would affect Seller's ability to consummate the transaction contemplated by this Agreement. Further, there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property. To the best of Seller's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Property. Seller shall promptly notify County of any of these matters arising in the future.
- d. Seller's Agency. This Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Seller, are binding obligations of the Seller, and are collectively sufficient to transfer all of Seller's rights to the Property.

In addition to any other remedies that may be available to the County as the result of a breach of any of the foregoing warranties or representations, Seller agrees to defend and hold the County harmless and reimburse the County for any and all loss, cost, liability, expense, damage or other injury, including without limitation, attorneys fees, incurred by reason of, or in any manner resulting from the breach of any of the warranties and representations contained in this Agreement and all third-party claims arising out of or related to any facts or circumstances with respect to the period prior to the Close of Escrow.

- 6. **County's Representations and Warranties.** County warrants that, upon approval of this Agreement by the County's governing body, this Agreement constitutes a binding obligation of the County.
- 7. **Hazardous Material.** The Seller hereby represents and warrants that during the period of Seller's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous waste on, from, or under the Property. Seller further represents and warrants that Seller has no knowledge of any disposal, release, or threatened release of hazardous substance or hazardous waste on, from, or under the Property that may have occurred prior to Seller taking title to the Property.

The Purchase Price reflects the fair-market value of the Property without the presence of contamination.

If the Property is found to be contaminated by the presence of hazardous waste that

requires mitigation under Federal or State law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination or are otherwise responsible under State and Federal Law.

8. **Tax-Deferred Exchange.** Seller may use the proceeds from the sale of the Property to effect one (or more) tax-deferred exchange(s) under Internal Revenue Code section 1031. Seller will have the right, expressly reserved here, to elect such tax-deferred exchange. Seller and the County agree, however, that consummation of the purchase and sale of the Property under this Agreement is not conditioned on such exchange. If Seller elects to make a tax-deferred exchange, the County agrees to execute such additional escrow instructions, if necessary, to effect this exchange, provided that the County incurs no additional costs, expenses, or liabilities in this transaction as a result of or in connection with this exchange. Seller agrees to hold the County harmless of any liability, damages, or costs, including reasonable attorney fees, that may arise from the County's participation in such exchange.
9. **Survival.** All the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.
10. **Right of Entry.** From and after the Effective Date of this Agreement and at all times until this Agreement is terminated or title vests in the County, County, its agents, officers, employees, contractors and affiliates have the right at all reasonable times to enter on the Property for the purposes of the County, including but not limited to conducting soils tests, surveys and studies and other construction pre-planning activities and site visits. County will indemnify and hold Seller harmless against any damages or costs arising from County's or County's designated persons' entry onto the Property, including but not limited to attorneys' fees and costs.
11. **Possession of the Property.** Seller shall deliver possession of the Property to the County at the Close of Escrow.
12. **Assignment and Successors.** The County has the right to assign all its rights and obligations under this Agreement to any party. This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their respective heirs, successors, and assigns.
13. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement is as follows:

Seller: David S. Roche  
P.O. Box 23555  
Pleasant Hill, CA 94523  
Telephone: 925-759-0415

William V. Roche  
PO Box 23497,  
Pleasant Hill, CA 94523-0497  
Telephone: 925-586-4277

County: Real Estate Division/Principal Real Property Agent  
Public Works Department  
40 Muir Road  
Martinez, CA 94553  
Telephone: (925) 655-3142

or to such other addresses as County and Seller may respectively designate by written notice to the other.

14. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the parties with respect to the County's purchase of the Property from Seller. The parties acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made by any of the parties or by anyone acting on behalf of the parties that are not embodied or incorporated by reference herein. The parties further agree that any no covenant, representation, inducement, promise, or statement not set forth in this Agreement is valid or binding.
15. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party do not apply to the interpretation of this Agreement. The Recitals are enforceable as a part of this Agreement.
16. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.
17. **Waiver.** A waiver or breach of any covenant or provision in this Agreement may not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver is valid unless in writing and executed by the waiving party.

18. **Severability.** If any term or provision of this Agreement is held, to any extent, to be invalid or unenforceable, the remainder of this Agreement will not be affected.
19. **Governing Law.** This Agreement is governed by the laws of the State of California.

**CONTRA COSTA COUNTY**

By \_\_\_\_\_  
Warren Lai  
Public Works Director

**SELLER**

Signed by:  
By David S. Roche  
FA3C34136665470...  
David S. Roche  
Trustee of the David S.  
Roche Trust

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

Signed by:  
By William V. Roche  
0889672BD0CC4B8...  
William V. Roche  
Trustee of the William V.  
Roche Trust

**APPROVED AS TO FORM:**

Thomas L. Geiger, County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel



**Exhibit A**  
**Legal Description**

The land referred to is situated in the County of Contra Costa, City of Brentwood, State of California, and is described as follows:

A portion of Lot 1, Map of the Rancho Los Meganos, filed January 9, 1913, in Book 9 of Maps, at Page 202, Contra Costa County Records, further described as follows:

Beginning on the West line of the State Highway leading from Brentwood to Oakley, said West line being 25.00 feet Westerly of the centerline of the State Highway, distance thereon South 01° 22' 58" West (the bearing South 01° 22' 58" West being taken for the purpose of this legal description) 3011.41 from the center line of Marsh Creek; thence from said point of beginning thence South 01° 22' 58" West, 249.38 feet; thence North 89° 10' 06" West, 883.15 feet; thence North 01° 22' 58" East, 249.38 feet; thence South 89° 10' 06" East, 883.15 East to the point of beginning.

Said parcel being pursuant to Judgment Pursuant to Stipulation, recorded March 20, 2002, Series No. 2002-0097609, Official Records.

**EXCEPTING THEREFROM:**

An undivided one-half interest in and to all oil, gas, casinghead gas, asphaltum and other hydrocarbons and all chemical gas, now or hereafter found, situated or located in all or any portion of the lands described herein lying more than five hundred feet (500') below the surface thereof, but without any right whatsoever to enter upon the surface of said lands or upon any portion thereof within five hundred feet (500') vertical distance below the surface there, as reserved in the Testamentary Trustee's Deed executed by Stanley Roche, Trustee, recorded June 30, 1979, in Book 9406, Page 587, Official Records, Contra Costa County.

APN: 016-120-024-1