

Parcel Number: APN 373-154-003-9 Project Name: Acquisition Project Number: WLP593	Seller: Antone H. Fahden and Janice F. Fahden, Trustees of the Antone H. Fahden and Janice F. Fahden Revocable Trust, dated February 8, 1999, as amended Address: 1004 Court Street, Martinez, CA 94553
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**PURCHASE AND SALE AGREEMENT BETWEEN
COUNTY OF CONTRA COSTA
AND**

**Antone H. Fahden and Janice F. Fahden, Trustees of the Antone H Fahden and Janice F.
Fahden Revocable Trust, dated February 8, 1999, as amended**

This purchase and sale agreement (“**Agreement**”) is dated August 11, 2026, and is between the County of Contra Costa, a political subdivision of the State of California (“**County**”) and Antone H. Fahden and Janice F. Fahden, Trustees of the Antone H. Fahden and Janice F. Fahden Revocable Trust, dated February 8, 1999, as amended (“**Seller**”).

R E C I T A L S

Seller is the owner of the real property located at 1004 Court Street, a .22-acre parcel improved with a 1,563 square foot office building (the “**Building**”), in Martinez, California, as more particularly described in Exhibit A attached (the “**Property**”). The Building is currently occupied by Deborah Wilhelmus, Paul Dane, and Christina Currington (collectively, “**Tenant**”) pursuant to a Commercial Lease Agreement, dated March 1, 2024, between Seller and Tenant (the “**Existing Lease**”).

County wishes to purchase the Property, subject to the terms of this Agreement. Seller desires to sell the Property to the County, subject to the terms of this Agreement.

The Effective Date of this Agreement is the date on which it is executed on behalf of the County following the final approval of the Agreement by the Contra Costa County Board of Supervisors.

A G R E E M E N T

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 \$838,000.00 (the “**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) except as disclosed herein, and taxes, except the following ("Approved Exceptions") as outlined in the Preliminary Title Report dated August 5, 2025, issued by Old Republic Title Company ("Title Report"): No approved exceptions.
 - 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 Escrow agent.
4. **Escrow.** By this Agreement, the parties establish an escrow account with Old Republic Title Company ("Title Company") located at 1000 Burnett Avenue, Suite 400, Concord, CA 94520, with escrow officer Melissa Zywieci, having Escrow No. 0114004258 ("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 file them with the Title Company, on behalf of 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) the County shall pay all recording fees to record the Grant Deed, as defined below, and the premium charged for the Title Policy, and (ii) the County and Seller shall share equally all other closing costs and escrow charges incurred in the transaction.
 - b. Seller's Deposit into Escrow. On or before the Close of Escrow, Seller will deliver into Escrow with the Title Company 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"), attached as Exhibit B,

conveying to the County the Property in fee simple absolute, subject only to the Approved Exceptions.

- ii. Copies of any effective leases, rental agreements and any other agreements, affecting the Property, if any, that the County has agreed in writing are to remain in effect after County takes title.
 - iii. Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended [26 USCA § 1445].
 - iv. 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 instruments 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. Deposit of Purchase Price Into Escrow by County. Prior to the Close of Escrow, County will deposit the Purchase Price into Escrow with the Title Company.
- e. 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 August 31, 2026. 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 of 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 (except as provided in Section 8, below), liens and other encumbrances, subject only to the Approved Exceptions. No leases (except as provided in Section 8, below), 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 not presently 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. 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 which 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.

As used in this Agreement, "**Hazardous Materials**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, perchlorate, and methyl tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

As used in this Agreement, "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601 *et seq.*), the Oil Pollution Act (33 U.S.C. § 2701 *et seq.*), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq.*), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 *et seq.*), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, *et*

seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 *et seq.*), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 *et seq.*), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 *et seq.*), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 *et seq.*).

8. **Existing Lease.** The County acknowledges and agrees that the Building on the Property is currently occupied by the Tenant pursuant to the Existing Lease. Seller hereby assigns, transfers and conveys to County all of Seller's rights, title, interest, duties and obligations with respect to the Existing Lease. Seller agrees to provide the County with true and complete copies of the Existing Lease, and any amendments thereto, and any move-in inspection reports within 5 days of the Effective Date of this Agreement.
 - a. Transfer of Deposits. Seller shall transfer, assign, and deliver to County at the Close of Escrow any and all security deposits, pet deposits, or advance rent held by Seller under the Existing Lease. Seller agrees to notify the Tenant in writing of this transfer.
 - b. Proration of Rent. Rents due and payable under the Existing Lease for the month in which Close of Escrow occurs shall be prorated between Seller and the County as of the Close of Escrow. Seller shall be entitled to all rents attributable to the period prior to the Close of Escrow, and the County shall be entitled to all rents attributable to the period on and after the Close of Escrow.
 - c. Seller Representations. To the best of Seller's knowledge: (a) the Existing Lease is in full force and effect, (b) there are no defaults by either the Seller or the Tenant, and (c) the Tenant is current on all rent payments, with no rent paid more than one month in advance.
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 the Grant Deed or other documents.
10. **Right of Entry.** From and after the effective date of this Agreement and at all time until this Agreement is terminated or title vests in the County, the 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 soil tests, surveys, and studies and other constructions pre-planning activities and site visits. County will indemnify and hold Seller harmless against any injuries, damages or costs arising from County's or County's designated persons' or agent's 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: Antone H. Fahden and Janice F. Fahden, Trustees of the Antone H Fahden and Janice F. Fahden Revocable Trust
1533 Rancho View Drive
Lafayette, CA 94549-2231

County: Contra Costa County
Public Works Real Estate Division
40 Muir Road, Second Floor
Martinez, CA 94553
Attn: Principal Real Property Agent

or to such other addresses as County and Seller may 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, with respect to the County's purchase of the Property. The parties acknowledge that no representations, inducements, promises, or statements, oral or otherwise, have been made that are not embodied or incorporated by reference herein. The parties further agree that 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 anyway 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.
17. **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.
18. **Governing Law.** This Agreement is governed by the laws of the State of California, and venue for any legal action shall be in Contra Costa County.

COUNTY

CONTRA COSTA COUNTY, a political subdivision of the State of California

By: _____
Warren Lai
Public Works Director

RECOMMENDED BY:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM:
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Liliana Garcia
Deputy County Counsel

SELLER

Antone H. Fahden and Janice F. Fahden, Trustees of the Antone H Fahden and Janice F. Fahden Revocable Trust, dated February 8, 1999, as amended

By: _____
Antone H. Fahden
Trustee

By: _____
Janice F. Fahden
Trustee

EXHIBIT A

Lots 1 and 2, Block 340, Additional Survey Town of Martinez, as per Maps thereof on file in the office of the Recorder of the County of Contra Costa, State of California, more particularly described as follows.

Beginning at the North Easterly corner of said Block 340; thence Southeasterly along the Westerly line of Court Street 100 feet, thence at right angles Southwesterly 100 feet, thence at right angles Northwesterly 100 feet to the Southerly line of Thompson Street, thence at right angles Northeasterly along said Southerly line of Thompson Street 100 feet to the point of beginning.

EXHIBIT B

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County/
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Jessica Dillingham

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO
REVENUE AND TAXATION CODE SECTION 11922.

Assessor's Parcel No.

GRANT DEED

For Value Received, receipt of which is hereby acknowledged, _____

GRANTS to

CONTRA COSTA COUNTY, a political subdivision of the State of California,

The following described real property in the unincorporated area of the County of Contra Costa,
State of California,

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Date _____

GRANTOR:

Title: _____

ATTACH APPROPRIATE ACKNOWLEDGMENT

MAIL TAX STATEMENTS TO:

**Contra Costa County, Public Works Department, Attn: Real Estate Division, 40 Muir Road,
Martinez, CA 94553**

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