

Parcel Number: APN 365-030-013 and 365-030-092 Project Name: Acquisition Project Number: WLP599	Seller: Nunes Family Trust Address: 1015 and 1019 Garcia Ranch Road, Martinez, CA 94553
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**PURCHASE AND SALE AGREEMENT BETWEEN
CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
AND
Nunes Family Trust under Declaration of Trust dated May 16, 1996**

This purchase and sale agreement (“Agreement”) is dated February 10, 2026, (“Effective Date”) and is entered into by between the Contra Costa County Fire Protection District, a fire protection district existing under the laws of the State of California, (the “District”) and the Nunes Family Trust under Declaration of Trust dated May 16, 1996, (the “Seller”).

RECITALS

Seller is the owner of the real property located at 1015 and 1019 Garcia Ranch Road, Martinez, California, as more particularly described in Exhibit A attached hereto (collectively, the “Property”).

Buyer wishes to purchase the Property, subject to the terms of this Agreement. Seller desires to sell the Property to Buyer, 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 District following the final approval of the Agreement by the Contra Costa County Board of Supervisors, acting in its capacity as the District’s Board of Directors.

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 District agrees to purchase, the Property.
2. **Purchase Price.** The purchase price for the Property is \$2,495,000 (“Purchase Price”), allocated as follows: the purchase price of 1015 Garcia Ranch Road, Martinez is \$1,300,000 and the purchase price of 1019 Garcia Ranch Road, Martinez is \$1,195,000.
3. **Conditions to District’s Performance.** The District’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 of its obligations under this Agreement.
 - c. The vesting of title to the Property in the District by grant deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes, excepting only those deemed acceptable to District ("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 District determines that any of these conditions has not been met, District has the right to terminate this Agreement by delivering written notice to Seller and, if applicable, the Escrow agent, notwithstanding any earlier delivery of a Closing Notice to Seller.
4. **Escrow.** By this Agreement, the parties establish an escrow account with Chicago Title Company ("Title Company"), having Escrow No. FCLA-3862501877 ("Escrow"). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow (as defined below), the District'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 District 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 District shall pay all recording fees to record the Grant Deed, as defined below, and the premium charged for the Title Policy, and (ii) the District 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 District ("Grant Deed") conveying to the District the Property in fee simple absolute, subject only to any Approved Exceptions.
 - ii. Copies of any effective leases, rental agreements, and any other agreements, affecting the Property, if any, that the District has agreed in writing are to remain in effect after the District takes title to the Property.
 - 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 District.
- d. Deposit of Purchase Price Into Escrow by District. District will deposit the Purchase Price into Escrow with the Title Company, together with all amounts to pay any additional costs the District is obligated to pay upon the Close of Escrow under this Agreement.
- e. Close of Escrow. Escrow shall close upon the conveyance of the Property to the District ("Close of Escrow"), which is anticipated to occur on or before March 12, 2026. On the closing date, the Title Company shall close Escrow as follows:
 - i. Record the grant deed, marked for return to the District care of Jessica L. Dillingham, Principal Real Property Agent, for the District at District's address in Section 12, which will be deemed delivery to the District.
 - ii. Issue the Title Policy, if requested to do so by the District.
 - 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. Disburse to the Seller the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Seller, which shall include any amount paid to Seller's real estate agent and/or broker as commission.

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 District and retain all funds and documents pending receipt of further instructions from the District.

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 District. Seller represents and warrants to the District 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 District 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 District after the Close of Escrow, without the prior written consent of the District.

- b. Condition of Property. Seller has disclosed to the District 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 District 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 District 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 District as the result of a breach of any of the foregoing warranties or representations, Seller agrees to defend and hold the District harmless and reimburse the District 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. **District's Representations and Warranties.** District warrants that, upon approval of this Agreement by the District's governing body, this Agreement constitutes a binding obligation of the District.
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 Materials (defined below) 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 Materials 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 by Hazardous Materials. If the Property is found to be contaminated by the presence of Hazardous Materials that require mitigation under Federal or State law, the District 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. **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.

9. **Possession of the Property.** Seller shall deliver possession of the Property to the District at the Close of Escrow.
10. **Assignment and Successors.** The District 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.
11. **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: Del Beccaro, Hornsby & Blake
800 South Broadway, Suite 301
Walnut Creek, CA 94596
Attn: David T. Hornsby

Copy to: Dudum Real Estate Group
1148 Alpine Road, #100
Walnut Creek, CA 94596
Attn: Mariah Bradford

District: Contra Costa County Fire Protection District
c/o Real Estate Division/Principal Real Property Agent
Public Works Department
40 Muir Road
Martinez, CA 94553

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

12. **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 District'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.
13. **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.

14. **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.
15. **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.

DISTRICT

**CONTRA COSTA COUNTY FIRE
PROTECTION DISTRICT**

By: _____
Lewis T. Broschard III
Fire Chief

RECOMMENDED BY:

By: _____
Aaron McAlister
Deputy Fire Chief

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

By: _____
Stephen M. Siptroth
Assistant County Counsel

SELLER

**NUNES FAMILY TRUST dated May 16,
1996**

By: _____
Frank Edward Nunes
Co-Trustee

By: _____
Edward Paul Nunes
Co-Trustee

EXHIBIT A

Legal Descriptions

For APN/Parcel ID(s): 365-030-092-8

THE LAND REFERRED TO HEREIN BELOW IS SITUATE IN THE UNINCORPORATED AREA IN COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF SUBDIVISION 6999, THE FINAL MAP OF WHICH IS DATED MAY 1991, FILED IN BOOK 387 OF MAPS AT PAGE 1 AND ON MAY 14, 1996, AND RECORDED ON MAY 14, 1996 AS SERIES NO. 96-89319, AS INSTRUMENT NO. 96-89320 OF OFFICIAL RECORDS OF CONTRA COSTA COUNTY, CALIFORNIA.

For APN/Parcel ID(s): 365-030-013-4

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LOT 10, AS DESIGNATED ON THE MAP ENTITLED "PLAT OF GARCIA RANCH, CONTRA COSTA COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, ON DECEMBER 10, 1914 IN VOLUME 12 OF MAPS, AT PAGE 268, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE FROM SAID POINT OF BEGINNING NORTH 81° 05' WEST, ALONG A NORTH LINE OF SAID LOT 10, 209 FEET; THENCE SOUTH 22° 17' 30" WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 10, 209 FEET; THENCE SOUTH 81° 05' EAST, PARALLEL WITH THE NORTH LINE OF SAID LOT 10, 209 FEET TO THE EAST LINE OF SAID LOT 10; THENCE NORTH 22° 17' 30" EAST, ALONG SAID EAST LINE, 209 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: THE "UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND MINERALS AND ALL OIL, GAS AND MINERAL RIGHTS UPON THE ABOVE DESCRIBED LAND AND THE RIGHT TO ENTER THEREON AND TO USE SO MUCH OF THE SURFACE AS MAY BE REASONABLE FOR THE PURPOSE OF EXTRACTING OIL, GAS AND MINERALS THEREON AND THEREUNDER", RESERVED IN THE DEED FROM FRANK AVINELIZ, ET UX, TO ORA KING, DATED OCTOBER 26, 1944 AND RECORDED JUNE 19, 1945 IN VOLUME 686 OF OFFICIAL RECORDS AT PAGE 381.