

Parcel Numbers: 019-050-038 and 019-050-026
Project Name: Two Projects - Unimproved Property
Project Number: WLP506 and WLP478

Seller: Mission Peak Homes, Inc.
Address: 2305 and 2313 Windy Springs Lane
Brentwood, CA 94513

**PURCHASE AND SALE AGREEMENT BETWEEN
CONTRA COSTA COUNTY
AND
MISSION PEAK HOMES, INC.**

This purchase and sale agreement ("Agreement") is dated November 5, 2024, and is between the County of Contra Costa, a political subdivision of the State of California (the "County") and Mission Peak Homes, Inc. a California corporation ("Seller").

RECITALS

Seller is the owner of the real property located at 2305 and 2313 Windy Springs Lane, Brentwood, California, as more particularly described in Exhibit A attached (collectively, 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 \$2,040,000 ("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 Second Amended Preliminary Report dated as of September 23, 2024, issued by Old Republic Title Company ("Title Report"):
 - i. Easements or rights of way of record over said property, listed as exceptions 5 and 6 in the Title Report.

- ii. Other Approved Exceptions: None.
 - 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 has 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.** The parties have established Escrow with the Title Company. 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. The County shall pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.
 - 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. 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 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 December 10, 2024. 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 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. 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 which may have occurred prior to Seller taking title to the property.

The acquisition price of the Property 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. **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.
9. **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.
10. **Possession of the Property.** Seller shall deliver possession of the Property to the County at the Close of Escrow.
11. **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.
12. **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: John Wong
 Mission Peak Homes, Inc.
 39488 Stevenson Place
 Fremont, CA 94539
 Telephone: (510) 894-3828

County: Real Estate Division/Principal Real Property Agent
 Public Works Department
 40 Muir Road
 Martinez, CA 94553
 Telephone: (925) 957-2453

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

13. **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.

14. **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.
15. **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.
16. **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.

[Remainder of Page Intentionally Left Blank]

18. **Governing Law.** This Agreement is governed by the laws of the State of California.

CONTRA COSTA COUNTY

MISSION PEAK HOMES, INC.

By _____
Warren Lai
Public Works Director

By _____
John S. Wong
President

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
John S. Wong
Secretary

APPROVED AS TO FORM:

Thomas L. Geiger, County Counsel

By _____
Kathleen M. Andrus
Deputy County Counsel

Exhibit A - Legal Description

(FORM APPROVED BY COUNTY COUNSEL 9/24)

Sale to Contra Costa County
2305 and 2313 Windy Springs Lane, Brentwood
APN: 019-050-026 & 019-050-038

EXHIBIT "A"

Real property situate in the City of Brentwood, County of Contra Costa, State of California, being a portion of the southwest quarter of Section 2, Township 1 North, Range 2 East, Mount Diablo Meridian, more particularly described as follows:

Being all of Parcel B as designated on that certain Parcel Map MS 47-73 filed in the Office of the County Recorder of Contra Costa County, State of California, on August 30, 1973, in Book 29 of Parcel Maps, at page 40.

Excepting therefrom:

The real property described in the Grant Deed to the City of Brentwood, a municipal corporation, recorded May 16, 2002, as Document No. 2002-175024, of Official Records of the County of Contra Costa.

Also Excepting therefrom:

All the interest in real property conveyed to the City of Brentwood, a municipal corporation, in Resolution No. 03-2997, entitled "Accepting Irrevocable Offer of Dedication", recorded November 17, 2003, as Document No. 2003-0560811, of Official Records of the County of Contra Costa.

Also Excepting therefrom:

All of the rights reserved in the Grant Deed from Richard T. Miller, et al, recorded November 30, 1973, in Book 7102 of Official Records of Contra Costa County, at page 648, more particularly described as follows:

"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, together with the right to slant drill for and remove all or any of said oil, gas, casinghead gas, asphaltum and other hydrocarbons and chemical gas lying below a depth of more than five hundred (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 distant below the surface thereof."

Exhibit "B", a plat, is attached hereto and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature: Dana M. Trezise
Dana M. Trezise
Licensed Land Surveyor
Contra Costa County Public Works Department

Date: October 23, 2024



1/4 SECTION LINE

LONE TREE WAY DOC 2002-175024
WIDTH VARIES CITY OF BRENTWOOD



CORNERSTONE FELLOWSHIP
2016-0269674
019-050-233

10' EASEMENT
SURFACE DRAINAGE
(6755 OR 540)
CITY OF
BRENTWOOD
019-050-234
PORTION OF
PARCEL A
29 PM 40

APN: 019-050-038

25' EASEMENT
DEDICATED DRAINAGE
PURPOSES
(29 PM 40)

12.5'

30'

30'

APN: 019-050-026

PORTION OF
PARCEL B
29 PM 40

N0°50'35"E 709.05'

DOC 2003-056011 CITY OF BRENTWOOD

WINDY SPRINGS LANE

60' WIDE

25' EASEMENT
DEDICATED DRAINAGE
PURPOSES
(29 PM 40)

PORTION PARCEL C
29 PM 40

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"
2305 & 2313 WINDY SPRINGS LANE
Brentwood, CA



Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE: 1" = 100'

DATE: 10/22/2024

DRAWN BY: AM

DRAWING NO.
FS90-WLP506

CHECKED BY: DMT

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