OAKLEY
CALIFORNIA

Agenda Date: 04/12/2016
Agenda Item: 5.1

STAFF REPORT

Approved and Forwarded to City Council:
Bryan H. Montgomery, City Manager

Date: Tuesday, April 12, 2016

To: Bryan H. Montgomery, City Manager

From: Joshua McMurray, Planning Manager

Subject: **Authorization to Execute a Purchase and Sale Agreement for the Purchase of Property Located at 4901 and 4907 Beldin Lane (APN's: 041-340-018 and 041-340-017) in Association with the Housing-Related Parks Program Grant Award**

Background and Analysis

On February 10, 2015 the City Council approved a resolution authorizing the City Manager to submit an application to the State Department of Housing and Community Development for the Hosing Related Parks Program (HRP Program). The City submitted the application and on June 26, 2015 the City was notified that the application was approved and the City was awarded a conditional commitment of grant funds in the amount of $214,100. The application stated that the awarded fund would be used to acquire land for a parking lot to service the Holly Creek Basin Neighborhood Park. If remaining funds were available after property was acquired, Staff indicated that the funds would then be used for the design/construction of the parking lot and a drinking fountain.

Since that time, Staff property owners at the end of Beldin Lane and Thomas Drive to gauge their willingness to sell their property. It became apparent that the property owner who owns the lot to the north of the terminus of Thomas Drive (2371 Oakley Road) was not in a position to negotiate at the time and therefore Staff moved on to the Beldin Lane property owners. For reference, there are three finished lots at the end of Beldin Lane, on the west side of the road as indicated in red below.

Staff was successful in reaching the property owners at 4901 and 4907 Beldin Lane and both property owners were interested in selling their property to the City. The two properties are both accessed directly off of Beldin Lane, with 4901 Beldin Lane being directly adjacent to the park. The two properties together would total approximately 15,620 square feet. Although the parking lot has not been designed, there is room for approximately 30-40 parking spaces.

It is well documented that the City is need of programmable field space for the multiple sports leagues that operate in the City. For the months of May through August, the City had 11 different leagues request 1,142 dates to reserve fields. The City allocated 950 dates due to the lack of current fields, meaning the City could only accommodate 83% of the requests. In total, the sports leagues operating in Oakley serve 3,262 players of which 2,110 (65%) are Oakley residents.

The City currently does not program fields that don't have dedicated parking lots and that is to ensure the sports leagues are not using on-street parking that should be available for the residents in the area. In the case of the Holly Creek Basin Neighborhood Park, there has been a substantial amount of money invested into the basin to make it a usable park. There are approximately 4-acres of usable turf area that are not programmed due to the lack of parking. The proposed parking lot for the park would allow the City to program the usable turf area, which is at a premium in Oakley.

Neighborhood Outreach

Staff mailed out a letter to the residents along Beldin Lane that outlined the planned purchase of this property and the future use as a parking lot for the purposes of programming the Holly Creek Basin Neighborhood Park. There were two property owners that responded to the mailer. Both property owners share similar concerns that have to deal with safety, traffic, crime and other related issues. Staff offered up several meetings in an effort to both listen to the concerns and to discuss possible solutions. Only one of the property owners agreed to meet and although the meeting was productive, attempts to set up additional meetings were not successful.

In listening to the residents concerns, Staff has come up with several project components which could be incorporated into the final design of the parking lot. These items are as follows:

- Install a gate at the entrance of the parking lot that can be set to open and close with a photocell or other timing device. This would ensure that the parking lot was only being used at the times the park is operational.

- Install parking lot lights, shielded the glare onto adjacent residential properties. This would ensure the parking lot is adequately lit to discourage crime or vandalism.

- Install security cameras that monitor the parking lot and the adjacent portion of Beldin Lane. This would provide for an added security measure to deter crime and vandalism.

- Install perimeter fencing around the parking lot. This would provide for a defined boundary separating the residential uses from the parking lot.

Staff believes that with theses project components in place, along with additional coordination between the residents and the Oakley Police Department, a majority of the concerns the residents have will have been addressed.

Purchase Agreement

The attached Purchase and Sale Agreement's contains the terms for the purchase of the property. The purchase price for the property at 4901 Beldin Lane is $115,000 and at 4907 Beldin Lane is $87,500. In order to come up with a value for the two properties, Staff had two separate appraisals completed prior to making a tentative offer to the property owners. The appraisals for 4901 and 4907 Beldin Lane came up with values of $112,000 and $85,000 respectively. Both property owners requested an approximately 3% increase of their property's' respective appraised value which has been accommodated in the final numbers as listed above.

The purchase of the two properties and the two appraisals will expend a majority of the grant funds. Any remaining funds will be used towards the design of the parking lot.

Fiscal Impact

The City has been awarded $214,100 from the HRP Program. There is no match requirement for HRP Program funds. Therefore, there would be no fiscal impact to the City's General Fund for the purchase of 4901 and 4907 Beldin Lane.

Recommendation

Staff recommends that the Council adopt the resolution approving the Purchase and Sale Agreement for the purchase of property located at 4901 and 4907 Beldin Lane (APN's: 041-340-018 and 041-340-017) in association with the Housing-Related Parks Program Grant Award.

Attachments

1. February 10, 2015 Staff Report
2. August 11, 2015 Staff Report
3. Draft Purchase and Sale Agreements for 4901 and 4907 Beldin Lane
4. Proposed City Council Resolution

Attachment 1

Agenda Date: 02/10/2015
Agenda Item: 3.10

CITY of OAKLEY
CALIFORNIA
A PLACE for FAMILIES in the HEART of the DELTA

STAFF REPORT

Date:	Tuesday, February 10, 2015
To:	Bryan H. Montgomery, City Manager
From:	Joshua McMurray, Senior Planner
Subject:	**Housing-Related Parks Program (HRP Program) Resolution**

Approved and Forwarded to City Council:

Bryan H. Montgomery, City Manager

Background

Recently, HCD announced through a Notice of Funding Availability (NOFA) that applications are being accepted under the HRP Program. The NOFA is for approximately $35 million from the passage of Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006. The program is designed to award grant funds to local governments that approve housing for lower-income households and are in compliance with State of California housing element law.

The HRP Program does not use a competitive process to award funds. Funds awarded are calculated on a per-bedroom basis for each newly constructed or substantially rehabilitated residential unit that is affordable to very low-income or low-income households. Eligible units that received a building permit or certificate of occupancy during the designated program years of January 1, 2010, to December 31, 2014, qualify for the HRP Program. Applicants may receive $750 to $2,725 per bedroom for very low-income units or $500 to $2,200 per bedroom for low-income units. The range for each income group is due to bonus awards that factor in location, type of project, and specific area designations. The minimum application amount is $75,000.

For the designated program years noted, staff has identified 107 affordable housing units consisting of 204 bedrooms that will qualify for the HRP Program. Considering these affordable housing units, their location, and household income restrictions, Staff anticipates the application will be for an amount between $200,000 and $250,000.

Grant funds awarded can be used for the costs of park and recreation facility creation, development, or rehabilitation, including the acquisition of land. Eligible costs to construct, rehabilitate, or acquire capital assets include:

A. Physical property with an expected useful life of 15 years or more;

B. Major maintenance, reconstruction, or demolition for purposes of reconstruction of facilities, and retrofitting work or expenditures that continue or enhance the useful life of the capital asset; or

C. Equipment with an expected useful life of two years or more.

Applications were due by February 5, 2015. HCD allows for the application to be submitted with a draft resolution (which the City did), with HCD requiring a City Council approved resolution within 30 days of the application due date. If awarded HRP funding, Staff proposes to utilize the funds for a portion of the improvements to Holly Creek Park. The proposed improvements consist of the acquisition of adjoining land to Holly Creek Park (4758 Hagar Court) and constructing a parking lot and drinking fountain. The parking lot and drinking fountain amenities will address recreation interests of the community and significantly enhance the overall experience of the park. Any HRP Program funds awarded would need to be expended within 24 months of the award.

The HRP Program is intended to provide a grant to municipalities that are in compliance with state housing element law. HRP Program funds would give the City an opportunity to enhance its community by providing much-needed improvements in qualifying parks.

Fiscal Impact

It is anticipated that the City could receive from $200,000 to $250,000 in funding from the HRP Program. There is no match requirement for HRP Program funds. Therefore, there would be no fiscal impact to the City's General Fund.

Recommendation

Staff recommends that the City Council of the City of Oakley adopt the resolution authorizing the City Manager to:

1. Submit an application to the California Department of Housing and Community Development's (HCD) Housing-Related Parks Program (HRP Program); and

2. If awarded funding, execute an agreement and any related documents necessary to participate in the HRP Program.

Attachments

1. Proposed City Council Resolution

RESOLUTION NO. XX-15
A RESOLUTION OF THE CITY OF OAKLEY AUTHORIZING THE APPLICATION FOR THE HOUSING RELATED PARKS GRANT

WHEREAS, The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated December 10, 2014 (NOFA), under its Housing-Related Parks (HRP) Program.; and

WHEREAS, the City of Oakley ("Applicant") desires to apply for a HRP Program grant and submit the 2014 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OAKLEY

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released December 2014 for the 2014 Designated Program Year in an amount not to exceed $XXXXX.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed $XXXXX.00, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. The City Manager is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED AND ADOPTED by the City Council at a meeting held on the ___ day of February 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

_____
Doug Hardcastle, Mayor

ATTEST:

_____ _____
Libby Vreonis, City Clerk Date

The undersigned City Clerk of the Applicant herebefore named does herby attest and certify that the forgoing is a true and full copy of a resolution of the City of Oakley adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

_____
Libby Vreonis, City Clerk

_____
Date

CITY of OAKLEY
CALIFORNIA
A PLACE *for* FAMILIES *in the* HEART *of the* DELTA

Agenda Date: 08/11/2015
Agenda Item: 3.8

STAFF REPORT

Approved and Forwarded to City Council:
Bryan H. Montgomery, City Manager

Date: Tuesday, August 11, 2015

To: Bryan H. Montgomery, City Manager

From: Joshua McMurray, Planning Manager

Subject: **Re-Adopt the Housing-Related Parks Program (HRP Program) Resolution**

Background

On February 10, 2015 the City Council approved a resolution authorizing the City Manager to submit an application to the State Department of Housing and Community Development for the Hosing Related Parks Program (HRP Program). The City submitted the application and on June 26, 2015 the City was notified that the application was approved and the City was awarded a conditional commitment of grant funds in the amount of $214,100.

At the time the application was submitted, Staff did not know the final amount of the grant award, as some of the calculations where to be determined solely by HCD Staff. Therefore the original resolution approved last February contained no exact dollar amount. With the approval of the application from HCD, they are now requesting an updated resolution with the known grant award amount in order to issue the City a Standard Agreement. Staff has revised the original resolution to include the grant award amount and that is attached to this Staff Report along with the original Staff Report form the February City Council meeting.

Fiscal Impact

The City has been awarded $214,100 from the HRP Program. There is no match requirement for HRP Program funds. Therefore, there would be no fiscal impact to the City's General Fund.

Recommendation

Staff recommends that the City Council of the City of Oakley adopt the updated resolution with the exact grant amount as described in this Staff Report.

Attachments

1. February 10, 2015 Staff Report
2. Proposed City Council Resolution

Attachment 1

Agenda Date: 02/10/2015
Agenda Item: 3.10

CITY of OAKLEY
CALIFORNIA
A PLACE for FAMILIES in the HEART of the DELTA

STAFF REPORT

Approved and Forwarded to City Council
Bryan H. Montgomery, City Manager

Date: Tuesday, February 10, 2015

To: Bryan H. Montgomery, City Manager

From: Joshua McMurray, Senior Planner

Subject: **Housing-Related Parks Program (HRP Program) Resolution**

Background

Recently, HCD announced through a Notice of Funding Availability (NOFA) that applications are being accepted under the HRP Program. The NOFA is for approximately $35 million from the passage of Proposition 1C, the Housing and Emergency Shelter Trust Fund Act of 2006. The program is designed to award grant funds to local governments that approve housing for lower-income households and are in compliance with State of California housing element law.

The HRP Program does not use a competitive process to award funds. Funds awarded are calculated on a per-bedroom basis for each newly constructed or substantially rehabilitated residential unit that is affordable to very low-income or low-income households. Eligible units that received a building permit or certificate of occupancy during the designated program years of January 1, 2010, to December 31, 2014, qualify for the HRP Program. Applicants may receive $750 to $2,725 per bedroom for very low-income units or $500 to $2,200 per bedroom for low-income units. The range for each income group is due to bonus awards that factor in location, type of project, and specific area designations. The minimum application amount is $75,000.

For the designated program years noted, staff has identified 107 affordable housing units consisting of 204 bedrooms that will qualify for the HRP Program. Considering these affordable housing units, their location, and household income restrictions, Staff anticipates the application will be for an amount between $200,000 and $250,000.

Grant funds awarded can be used for the costs of park and recreation facility creation, development, or rehabilitation, including the acquisition of land. Eligible costs to construct, rehabilitate, or acquire capital assets include:

A. Physical property with an expected useful life of 15 years or more;

B. Major maintenance, reconstruction, or demolition for purposes of reconstruction of facilities, and retrofitting work or expenditures that continue or enhance the useful life of the capital asset; or

C. Equipment with an expected useful life of two years or more.

Applications were due by February 5, 2015. HCD allows for the application to be submitted with a draft resolution (which the City did), with HCD requiring a City Council approved resolution within 30 days of the application due date. If awarded HRP funding, Staff proposes to utilize the funds for a portion of the improvements to Holly Creek Park. The proposed improvements consist of the acquisition of adjoining land to Holly Creek Park (4758 Hagar Court) and constructing a parking lot and drinking fountain. The parking lot and drinking fountain amenities will address recreation interests of the community and significantly enhance the overall experience of the park. Any HRP Program funds awarded would need to be expended within 24 months of the award.

The HRP Program is intended to provide a grant to municipalities that are in compliance with state housing element law. HRP Program funds would give the City an opportunity to enhance its community by providing much-needed improvements in qualifying parks.

Fiscal Impact
It is anticipated that the City could receive from $200,000 to $250,000 in funding from the HRP Program. There is no match requirement for HRP Program funds. Therefore, there would be no fiscal impact to the City's General Fund.

Recommendation
Staff recommends that the City Council of the City of Oakley adopt the resolution authorizing the City Manager to:

1. Submit an application to the California Department of Housing and Community Development's (HCD) Housing-Related Parks Program (HRP Program); and

2. If awarded funding, execute an agreement and any related documents necessary to participate in the HRP Program.

Attachments

1. Proposed City Council Resolution

Attachment 1

RESOLUTION NO. XX-15
A RESOLUTION OF THE CITY OF OAKLEY AUTHORIZING THE APPLICATION FOR THE HOUSING RELATED PARKS GRANT

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WHEREAS, the City of Oakley ("Applicant") desires to apply for a HRP Program grant and submit the 2014 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OAKLEY

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released December 2014 for the 2014 Designated Program Year in an amount not to exceed $XXXXX.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed $XXXXX.00, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. The City Manager is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED AND ADOPTED by the City Council at a meeting held on the __ day of February 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

_____
Doug Hardcastle, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

The undersigned City Clerk of the Applicant herebefore named does herby attest and certify that the forgoing is a true and full copy of a resolution of the City of Oakley adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

_____
Libby Vreonis, City Clerk

_____
Date

RESOLUTION NO. XX-15
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WHEREAS, the City of Oakley ("Applicant") desires to apply for a HRP Program grant and submit the 2014 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, The Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF OAKLEY

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released December 2014 for the 2014 Designated Program Year in an amount not to exceed $214,100.00. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in an amount not to exceed $214,100.00, and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. The City Manager is authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED AND ADOPTED by the City Council at a meeting held on the __ day of August 2015, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

APPROVED:

_____
Doug Hardcastle, Mayor

ATTEST:

_____
Libby Vreonis, City Clerk

_____
Date

The undersigned City Clerk of the Applicant herebefore named does herby attest and certify that the forgoing is a true and full copy of a resolution of the City of Oakley adopted at a duly convened meeting on the date above-mentioned, which has not been altered, amended or repealed.

_____
Libby Vreonis, City Clerk

_____
Date

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into this _____, 2016 (the date upon which this Agreement was approved by the governing board of the City of Oakley, and hereinafter referred to as (the "**Effective Date**") by and between the _____, a _____ (collectively, "**Seller**"), and the City of Oakley, a political subdivision of the State of California ("**Buyer**"). Seller and Buyer are hereinafter referred to collectively as the "**Parties**".

WHEREAS, Seller is the owner of that certain real property in the City of Oakley, Contra Costa County, California, known as APN 041-340-018, located at 4901 Beldin Lane in the City of Oakley, California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**");

WHEREAS, in accordance with the terms and conditions contained herein, Buyer desires to purchase, and Seller desires to sell, the Land together with all improvements located thereon and all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land (all of the foregoing collectively hereinafter, the "**Property**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Agreement to Sell and Purchase; As Is Purchase**. Seller agrees to sell and Buyer agrees to purchase the Property subject to the terms and conditions of this Agreement.

2. **Purchase Price**. The purchase price for the Property ("**Purchase Price**") shall be One Hundred and Fifteen Thousand Dollars ($115,000.00).

3. **Conveyance of Title**. At the close of escrow (the "**Closing**"), Seller shall convey by grant deed to Buyer marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases and taxes except:

(a) taxes for the fiscal year in which the escrow for this transaction closes, which shall be prorated as of the Closing and handled in accordance with Section 4986 of the California Revenue and Taxation Code; and

(b) the Permitted Exceptions (as defined below).

4. **Escrow; Escrow Instructions**. Within five (5) business days following the Effective Date, the Parties shall open an escrow to consummate the purchase and sale of the Property pursuant to this Agreement at the office of Old Republic Title Company located at Concord, California ("**Title Company**" or "**Escrow Agent**") or such other title company as may be mutually agreed upon by the Parties. Upon the opening of escrow, the Parties shall deposit with the Escrow Agent an executed copy of this Agreement, which collectively shall serve as the joint escrow instructions of Buyer and Seller for this transaction, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Agent.

5. **Title Review; Inspection Period and "AS IS" Sale**.

(a) **Title Documents**.

(1) Within seven (7) days following the opening of escrow, Seller shall deliver or cause to be delivered to Buyer a preliminary title report ("**Preliminary Report**") on the Property issued by the Title Company, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Seller's title to the Property, together with copies of all documents relating to exceptions listed in the Preliminary Report ("**Title Exceptions**") and complete and legible copies of all instruments referred to therein, as requested by Buyer.

(2) Within ten (10) calendar days following Buyer's receipt of the Preliminary Report, Buyer shall notify Seller (the "**Disapproval Notice**") in writing of Buyer's disapproval of any Title Exception (the "**Disapproved Exceptions**"). All other Title Exceptions shall be referred to as "**Permitted Exceptions**". Buyer's failure to deliver a Disapproval Notice in accordance with the foregoing shall be deemed (i) Buyer's acceptance of the Preliminary Report and all Title Exceptions shall be deemed Permitted Exceptions and (ii) Buyer's waiver of its right to terminate this Agreement under this Section 5(a).

(3) Within (5) calendar days after receipt of the Disapproval Notice, Seller shall notify Buyer in writing which Disapproved Exceptions, if any, will be removed by Seller prior to the Closing. If Seller so elects to cure any such Disapproved Exceptions, the same shall be removed from record title by Seller at Seller's expense (or otherwise rendered acceptable to Buyer) prior to the Closing and such Disapproved Exceptions shall not constitute Permitted Exceptions. If Seller does not notify Buyer that Seller will remove all Disapproved Exceptions, Buyer shall deliver written notice to Seller and Escrow Agent within ten (10) calendar days of the date of delivery of the Disapproval Notice of Buyer's election to either: (i) terminate this Agreement; or (ii) waive its right to terminate this Agreement pursuant to this Section 5(a)(3) and consummate the purchase of the Property subject to the Disapproved Exceptions that Seller has not agreed to remove without reduction in the Purchase Price and such Disapproved Exceptions shall thereafter be deemed additional Permitted Exceptions. Buyer's failure to provide the foregoing notice shall deemed (A) Buyer's waiver of Buyer's right to terminate this Agreement under Section 5(a)(3)(i) and (B) Buyer's election to consummate the purchase in accordance with Section 5(a)(3)(ii).

(4) It shall be a condition of the Closing that Title Company shall deliver to Buyer, within five (5) days after Buyer has waived or deemed to have waived its right to terminate the Agreement under this Section 5(a)(3), and in no event later than seven (7) days prior to the Closing, a title commitment for an CLTA Title Insurance Policy ("**Title Policy**") to be issued by Title Company in the amount of the Purchase Price for the benefit and protection of Buyer, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions, including such endorsements as may reasonably be requested by Buyer, and committing Title Company to issue the Title Policy to Buyer upon the Closing.

(b) **Inspection Period**

(1) Buyer acknowledges that Seller desires to sell the Property in its "as-is" condition. The parties agree that for a period of thirty (30) calendar days following the Effective Date (the "Inspection Period") Buyer may further evaluate and specifically inspect the Property. Buyer and Buyer's authorized agents and representatives, may enter onto the Property at any reasonable time upon giving the occupant

at least twenty-four hours advance notice and from time to time to survey and inspect the Property. Testing may be conducted, including, but not limited to, soil and groundwater sampling. Buyer shall pay costs of all inspection and testing services.

(2) Buyer will undertake its inspection and other due diligence of the Property at its sole cost and expense. Buyer will indemnify, protect, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller's reasonable attorney fees, costs, and expenses, arising from the acts or activities of Buyer or Buyer's agents or representatives in, on, or about the Property during or arising in connection with the Buyer's inspections of the Property. Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

(3) If Buyer determines, in its sole discretion, that the Property is unacceptable for Buyer's purposes, Buyer may terminate this Agreement by delivering before the expiration of the Inspection Period written notice to Seller and Escrow Agent of Buyer's election to terminate this Agreement. In addition, upon such a termination, Buyer shall immediately return the Property Information (as defined below) and any other documents or materials provided by Seller to Buyer in conjunction with Buyer's inspection and investigation of the Property, and deliver to Seller, without any representation or warranty, all non-proprietary third party studies and reports obtained during the course of Buyer's inspections and investigations of the Property. If Buyer does not give notice of termination prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived its right to terminate this Agreement under this Section 5(b) and this Agreement shall continue in full force and effect.

(c) **Buyer's Reliance on Buyer's Inspection of Property; "AS IS" Purchase**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 13 OR AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT (COLLECTIVELY, "SELLER'S WARRANTIES"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S WARRANTIES. EXCEPT FOR SELLER'S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. BUYER SPECIFICALLY ACKNOWLEDGES, REPRESENTS AND WARRANTS TO SELLER THAT PRIOR TO CLOSING BUYER AND ITS AGENTS WILL HAVE THOROUGHLY INSPECTED AND INVESTIGATED THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT, OTHER THAN THE SELLER'S WARRANTIES, BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. BY

BUYER PURCHASING THE PROPERTY AND UPON THE OCCURRENCE OF THE CLOSING, EXCEPT FOR A CLAIM WITH RESPECT TO SELLER'S WARRANTIES, BUYER WAIVES ANY AND ALL RIGHT OR ABILITY TO MAKE A CLAIM OF ANY KIND OR NATURE AGAINST SELLER OR ANY MEMBER THEREOF FOR ANY AND ALL DEFICIENCIES OR DEFECTS IN THE PHYSICAL CHARACTERISTICS AND CONDITION OF THE PROPERTY WHICH HAVE BEEN DISCLOSED, OR WOULD BE DISCLOSED, BY SUCH INSPECTION, AND EXPRESSLY AGREES TO ACQUIRE THE PROPERTY WITH ANY AND ALL OF SUCH DEFICIENCIES AND DEFECTS. THE PROVISIONS OF THIS SECTION 5(c) SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE GRANT DEED OR ANY OF THE OTHER CLOSING DOCUMENTS.

Seller's Initials _____ Buyer's Initials _____

6. **Closing Documents and Funds**.

(a) Seller.

(1) Within five (5) days prior to Closing, Seller shall deposit into escrow all of the following:

(i) a grant deed ("**Grant Deed**") duly executed and acknowledged, conveying to Buyer good and marketable fee simple title to the Property, subject only to the Permitted Exceptions;

(ii) Seller's affidavit of non-foreign status and Seller's certification that Seller is a resident of California, each executed by Seller under penalty of perjury as required by state and federal law; and

(iii) Such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.

(2) Unless Seller elects to have the following charges deducted from the funds to be distributed to Seller at Closing, no later than five (5) business days prior to Closing, Seller shall deposit into escrow immediately available funds in the amount necessary to pay all governmental conveyance fees.

(b) Buyer.

(1) Within five (5) days prior to Closing, Buyer shall deposit into escrow such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.

(2) No less than five (5) business days prior to the Closing, Buyer shall deposit into escrow immediately available funds in an amount is equal to:

(i) the Purchase Price as adjusted by any prorations between the Parties; and

(ii) the premium for the Title Policy;

(iii) the recording fees;

(iv) its respective notary fees; and

(v) escrow fees.

7. **Close of Escrow**. Unless this Agreement is terminated pursuant to the terms hereof or extended by mutual written consent of the Parties, the Closing shall occur within seven (7) days of the expiration of the Inspection Period provided that in no event shall Closing occur later than June 1, 2016. The Escrow Agent shall close escrow by: (i) causing the Grant Deed to be recorded in the official records of Contra Costa County, California; (ii) issuing the Title Policy and delivering same to Buyer; (iii) delivering to Seller the monies constituting the Purchase Price less prorated amounts and charges to be paid by or on behalf of Seller; and (iv) delivering to Buyer the original Grant Deed, together with a conformed copy thereof indicating recording information thereon. Possession of the Property shall be delivered to Buyer at the Closing.

8. **Default**. The failure of either party to meet, comply with or perform any material covenant, agreement or obligation hereunder, within the time limits and in the manner required, either prior to or at Closing, for any reason other than the termination of this Agreement pursuant to a right to so terminate expressly set forth in this Agreement or if any representation, warranty or covenant set forth herein of either party is untrue or inaccurate in any material respect shall constitute a default under this Agreement. In the event of a default hereunder by Seller or Buyer, the defaulting party shall have five (5) days after receipt of written notice from the non-defaulting party to fully cure or remedy such default. If the defaulting party fails to cure a default within such 5-day period, the non-defaulting party as its sole remedy shall be entitled to (i) terminate this Agreement (by delivering notice to the non-defaulting party and Title Company); or (ii) treat this Agreement as being in full force and effect and pursue the specific performance of this Agreement.

9. **Prorations**. At the Closing, the Escrow Agent shall make the following prorations: property taxes shall be prorated as of the Closing based upon the most recent tax bill available, including any property taxes which may be assessed after the Closing but which pertain to the period prior to the transfer of title to the Property to Buyer, regardless of when or to whom notice thereof is delivered. Buyer shall pay all escrow fees and premiums for the Title Policy and Seller shall pay any documentary transfer taxes. All other closing costs shall be apportioned according to prevailing local custom in Contra Costa County, California.

10. **Buyer's Conditions to Closing**. The Closing and Buyer's obligation to purchase the Property are conditioned upon: (i) the performance by Seller of each obligation to be performed by Seller under this Agreement within the applicable time period, or the waiver by Buyer of such obligation; and (ii) the commitment by Title Company to issue and deliver the Title Policy, subject only to the Permitted Exceptions.

Should any condition to closing fail to occur, excepting any such conditions that have been waived by Buyer, Buyer shall have the right, exercisable by giving written notice to Seller, to cancel the escrow, terminate this Agreement, and recover any and all amounts paid by Buyer to Seller or deposited with the

Escrow Agent by or on behalf of Buyer. The exercise of this right by Buyer shall not constitute a waiver by Buyer of any other rights Buyer may have at law or in equity.

11. **Studies, Reports and Investigations; Governmental Approvals; Hazardous Substances**. Seller agrees to make available to Buyer within five (5) business days following the Effective Date, any and all information, studies, reports, investigations and other obligations concerning or relating to the Property which are in Seller's possession or which are reasonably available to Seller, including without limitation surveys, studies, reports and investigations concerning the Property's physical, environmental or geological condition, habitability, or the presence or absence of Hazardous Materials in, on or under the Property and the compliance by the Property with Environmental Laws (as defined in Exhibit B) (collectively, the "**Property Information**"). Buyer further acknowledges and agrees that the Property Information is given for informational purposes only and that Property Information does not constitute a representation or warranty that the adverse conditions (if any) so disclosed to Buyer are the only adverse conditions that may exist at or otherwise affect the Property and, without limiting the scope or generality of Section 5, but except for a breach of Seller Warranties, Buyer expressly assumes the risk that adverse physical, environmental, financial and legal conditions may not be revealed by Buyer's inspection and evaluation of the Property and the Property Information.

Without limiting the provisions of Sections 5(c), before expiration of the Inspection Period Seller shall deliver to Buyer a Natural Hazard Disclosure Statement with regard to the Property (the "NHDS"). Buyer acknowledges and agrees that: (a) the NHDS shall be prepared by an independent third party at Seller's request and, notwithstanding anything to the contrary in the NHDS, Seller makes no representation or warranty as to the accuracy of the information contained therein; and (b) to the extent permitted by law, Buyer releases Seller from any other obligation to make disclosures pursuant to California Government Code Sections 8589.3, 8589.4 and 51183.5 and California Public Resources Code Sections 2621.9, 2694 and 4136, and waives any claims based on or arising out of or in connection with such sections, except to the extent that Seller has actual knowledge of information contrary to that contained in the NHDS and willfully and intentionally fails to disclose such information to Buyer.

12. **Seller's Conditions to Closing**. The Closing and Seller's obligation to sell the Property pursuant to this Agreement are conditioned upon: (i) the performance by Buyer of each obligation to be performed by Buyer under this Agreement within the applicable time period, or waiver by Seller of such obligation; and (ii) Buyer's representations and warranties contained in this Agreement being true and correct as of the Effective Date and the Closing.

13. **Seller's Representations**. Seller is the owner of the Property and has all right, title and interest to transfer the same to Buyer.

14. **Seller's Covenants**. Seller covenants that from the Effective Date and through the Closing, Seller: (i) shall not permit any liens, encumbrances, or easements to be placed on the Property, other than Permitted Exceptions; (ii) shall not enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Buyer or the Property after the Closing without the prior written consent of Buyer; (iii) shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the Effective Date,

ordinary wear and tear excepted, and shall manage the Property substantially in accordance with Seller's established practices.

15. **Buyer's Representations, Warranties and Covenants**. Buyer represents, warrants and covenants that this Agreement and all other documents delivered in connection herewith, prior to or at the Closing: (i) have been duly authorized, executed, and delivered by Buyer; (ii) are binding obligations of Buyer; and (iii) do not violate the provisions of any agreement to which Buyer is a party. Buyer further represents and warrants that the persons who have executed this Agreement on behalf of Buyer have are duly authorized to do, that Buyer has the legal right to enter into this Agreement and to perform all of its terms and conditions, and this Agreement is enforceable against Buyer in accordance with its terms.

16. **Damage and Destruction**. In the event of any damage or other loss to the Property, or any portion thereof, caused by fire or other casualty prior to the Closing in an amount not exceeding $25,000, Buyer shall not be entitled to terminate this Agreement, but shall be obligated to close the escrow and purchase the Property as provided in this Agreement, without abatement in the Purchase Price, provided that Seller shall: (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the Closing the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event of damage or destruction of the Property or any portion thereof prior to the Closing in an amount in excess of $25,000, Buyer may elect either to terminate this Agreement upon written notice to Seller, or to consummate the purchase of the Property, in which case Seller shall (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the Closing the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event Buyer elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, and all rights and obligations hereunder shall terminate.

17. **Brokers**. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

18. **Assignment**. Buyer shall not have the right to assign any rights and obligations under this Agreement to any party without the prior written approval by Seller.

19. **Notices**. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Seller:

Buyer:

City of Oakley
3231 Main Street
Oakley, California 94561
Attn: City Manager
Telephone: (925) 625-7000
Facsimile: (925) 625-9194

20. **Litigation Costs**. If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged breach or default in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs, in addition to any other relief to which such Party may be entitled.

21. **Waivers; Modification**. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

22. **Successors**. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the Parties.

23. **Provisions Not Merged With Deeds**. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, and neither the Grant Deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing, Seller's representations, warranties and covenants contained herein shall survive the Closing.

24. **Construction**. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

25. **Action or Approval**. Where action and/or approval by Buyer is required under this Agreement, Buyer's Executive Director may act on and/or approve such matter unless the Executive Director determines in his or her discretion that such action or approval requires referral to Buyer's Board for consideration. The time periods afforded Buyer for any event, inspection, feasibility, due diligence, escrow closing or otherwise shall not be extended by any such referral to Buyer's Board.

26. **Entire Agreement**. This Agreement, including Exhibits A and B attached hereto and incorporated herein by this reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter thereto.

27. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

28. **Severability**. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

29. **No Third Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

30. **Parties Not Co-Venturers**. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

31. **Non-Liability of Officials, Employees and Agents**. No member, official, employee or agent of Buyer shall be personally liable to Seller or its successors in interest in the event of any default or breach by Buyer or for any amount which may become due to Seller or its successors in interest pursuant to this Agreement.

32. **Time of the Essence**. Time is of the essence for each condition, term, obligation and provision of this Agreement.

33. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

34. **Time for Performance**. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event.

If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BUYER:

CITY OF OAKLEY

By:_____
Bryan H. Montgomery
Its: City Manager

ATTEST:

By:_____
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

_____
City General Counsel

SELLER:

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(to be attached)

Exhibit B

HAZARDOUS MATERIALS; ENVIRONMENTAL LAWS

"Environmental Laws" shall mean all present and future federal, state and local laws, statutes, rules regulations, ordinances, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, license approvals or other entitlements, or rules of common law pertaining to the protection of the environment, natural resources, wildlife, human health or safety, or employee or community right-to-know requirements related to the work being performed pursuant to this Agreement.

"Hazardous Materials" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into this _____, 2016 (the date upon which this Agreement was approved by the governing board of the City of Oakley, and hereinafter referred to as (the "**Effective Date**") by and between the _____, a _____ (collectively, "**Seller**"), and the City of Oakley, a political subdivision of the State of California ("**Buyer**"). Seller and Buyer are hereinafter referred to collectively as the "**Parties**".

WHEREAS, Seller is the owner of that certain real property in the City of Oakley, Contra Costa County, California, known as APN 041-340-017, located at 4907 Beldin Lane in the City of Oakley, California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Land**");

WHEREAS, in accordance with the terms and conditions contained herein, Buyer desires to purchase, and Seller desires to sell, the Land together with all improvements located thereon and all easements, hereditaments, and appurtenances belonging to or inuring to the benefit of Seller and pertaining to the Land (all of the foregoing collectively hereinafter, the "**Property**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Agreement to Sell and Purchase; As Is Purchase**. Seller agrees to sell and Buyer agrees to purchase the Property subject to the terms and conditions of this Agreement.

2. **Purchase Price**. The purchase price for the Property ("**Purchase Price**") shall be Eighty Seven Thousand Five Hundred Dollars ($87,500.00).

3. **Conveyance of Title**. At the close of escrow (the "**Closing**"), Seller shall convey by grant deed to Buyer marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, leases and taxes except:

(a) taxes for the fiscal year in which the escrow for this transaction closes, which shall be prorated as of the Closing and handled in accordance with Section 4986 of the California Revenue and Taxation Code; and

(b) the Permitted Exceptions (as defined below).

4. **Escrow; Escrow Instructions**. Within five (5) business days following the Effective Date, the Parties shall open an escrow to consummate the purchase and sale of the Property pursuant to this Agreement at the office of Old Republic Title Company located at Concord, California ("**Title Company**" or "**Escrow Agent**") or such other title company as may be mutually agreed upon by the Parties. Upon the opening of escrow, the Parties shall deposit with the Escrow Agent an executed copy of this Agreement, which collectively shall serve as the joint escrow instructions of Buyer and Seller for this transaction, together with such additional instructions as may be executed by the Parties and delivered to the Escrow Agent.

5. **Title Review; Inspection Period and "AS IS" Sale**.

(a) **Title Documents**.

(1) Within seven (7) days following the opening of escrow, Seller shall deliver or cause to be delivered to Buyer a preliminary title report ("**Preliminary Report**") on the Property issued by the Title Company, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Seller's title to the Property, together with copies of all documents relating to exceptions listed in the Preliminary Report ("**Title Exceptions**") and complete and legible copies of all instruments referred to therein, as requested by Buyer.

(2) Within ten (10) calendar days following Buyer's receipt of the Preliminary Report, Buyer shall notify Seller (the "**Disapproval Notice**") in writing of Buyer's disapproval of any Title Exception (the "**Disapproved Exceptions**"). All other Title Exceptions shall be referred to as "**Permitted Exceptions**". Buyer's failure to deliver a Disapproval Notice in accordance with the foregoing shall be deemed (i) Buyer's acceptance of the Preliminary Report and all Title Exceptions shall be deemed Permitted Exceptions and (ii) Buyer's waiver of its right to terminate this Agreement under this Section 5(a).

(3) Within (5) calendar days after receipt of the Disapproval Notice, Seller shall notify Buyer in writing which Disapproved Exceptions, if any, will be removed by Seller prior to the Closing. If Seller so elects to cure any such Disapproved Exceptions, the same shall be removed from record title by Seller at Seller's expense (or otherwise rendered acceptable to Buyer) prior to the Closing and such Disapproved Exceptions shall not constitute Permitted Exceptions. If Seller does not notify Buyer that Seller will remove all Disapproved Exceptions, Buyer shall deliver written notice to Seller and Escrow Agent within ten (10) calendar days of the date of delivery of the Disapproval Notice of Buyer's election to either: (i) terminate this Agreement; or (ii) waive its right to terminate this Agreement pursuant to this Section 5(a)(3) and consummate the purchase of the Property subject to the Disapproved Exceptions that Seller has not agreed to remove without reduction in the Purchase Price and such Disapproved Exceptions shall thereafter be deemed additional Permitted Exceptions. Buyer's failure to provide the foregoing notice shall deemed (A) Buyer's waiver of Buyer's right to terminate this Agreement under Section 5(a)(3)(i) and (B) Buyer's election to consummate the purchase in accordance with Section 5(a)(3)(ii).

(4) It shall be a condition of the Closing that Title Company shall deliver to Buyer, within five (5) days after Buyer has waived or deemed to have waived its right to terminate the Agreement under this Section 5(a)(3), and in no event later than seven (7) days prior to the Closing, a title commitment for an CLTA Title Insurance Policy ("**Title Policy**") to be issued by Title Company in the amount of the Purchase Price for the benefit and protection of Buyer, showing title to the Property vested in Buyer, subject only to the Permitted Exceptions, including such endorsements as may reasonably be requested by Buyer, and committing Title Company to issue the Title Policy to Buyer upon the Closing.

(b) **Inspection Period**

(1) Buyer acknowledges that Seller desires to sell the Property in its "as-is" condition. The parties agree that for a period of thirty (30) calendar days following the Effective Date (the "Inspection Period") Buyer may further evaluate and specifically inspect the Property. Buyer and Buyer's authorized agents and representatives, may enter onto the Property at any reasonable time upon giving the occupant

at least twenty-four hours advance notice and from time to time to survey and inspect the Property. Testing may be conducted, including, but not limited to, soil and groundwater sampling. Buyer shall pay costs of all inspection and testing services.

(2) Buyer will undertake its inspection and other due diligence of the Property at its sole cost and expense. Buyer will indemnify, protect, defend with counsel reasonably acceptable to Seller, and hold Seller harmless from all claims (including claims of lien for work or labor performed or materials or supplies furnished), demands, liabilities, losses, damages, costs, fees, and expenses, including Seller's reasonable attorney fees, costs, and expenses, arising from the acts or activities of Buyer or Buyer's agents or representatives in, on, or about the Property during or arising in connection with the Buyer's inspections of the Property. Buyer shall return the Property as nearly as possible to the same condition the Property was in prior to such entry or activities.

(3) If Buyer determines, in its sole discretion, that the Property is unacceptable for Buyer's purposes, Buyer may terminate this Agreement by delivering before the expiration of the Inspection Period written notice to Seller and Escrow Agent of Buyer's election to terminate this Agreement. In addition, upon such a termination, Buyer shall immediately return the Property Information (as defined below) and any other documents or materials provided by Seller to Buyer in conjunction with Buyer's inspection and investigation of the Property, and deliver to Seller, without any representation or warranty, all non-proprietary third party studies and reports obtained during the course of Buyer's inspections and investigations of the Property. If Buyer does not give notice of termination prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived its right to terminate this Agreement under this Section 5(b) and this Agreement shall continue in full force and effect.

(c) **Buyer's Reliance on Buyer's Inspection of Property; "AS IS" Purchase**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 13 OR AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT (COLLECTIVELY, "SELLER'S WARRANTIES"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS, EXCEPT FOR SELLER'S WARRANTIES. EXCEPT FOR SELLER'S WARRANTIES, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT. BUYER SPECIFICALLY ACKNOWLEDGES, REPRESENTS AND WARRANTS TO SELLER THAT PRIOR TO CLOSING BUYER AND ITS AGENTS WILL HAVE THOROUGHLY INSPECTED AND INVESTIGATED THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT, OTHER THAN THE SELLER'S WARRANTIES, BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. BY

BUYER PURCHASING THE PROPERTY AND UPON THE OCCURRENCE OF THE CLOSING, EXCEPT FOR A CLAIM WITH RESPECT TO SELLER'S WARRANTIES, BUYER WAIVES ANY AND ALL RIGHT OR ABILITY TO MAKE A CLAIM OF ANY KIND OR NATURE AGAINST SELLER OR ANY MEMBER THEREOF FOR ANY AND ALL DEFICIENCIES OR DEFECTS IN THE PHYSICAL CHARACTERISTICS AND CONDITION OF THE PROPERTY WHICH HAVE BEEN DISCLOSED, OR WOULD BE DISCLOSED, BY SUCH INSPECTION, AND EXPRESSLY AGREES TO ACQUIRE THE PROPERTY WITH ANY AND ALL OF SUCH DEFICIENCIES AND DEFECTS. THE PROVISIONS OF THIS SECTION 5(c) SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE GRANT DEED OR ANY OF THE OTHER CLOSING DOCUMENTS.

Seller's Initials _____ Buyer's Initials _____

6. **Closing Documents and Funds**.

(a) Seller.

(1) Within five (5) days prior to Closing, Seller shall deposit into escrow all of the following:

(i) a grant deed ("**Grant Deed**") duly executed and acknowledged, conveying to Buyer good and marketable fee simple title to the Property, subject only to the Permitted Exceptions;

(ii) Seller's affidavit of non-foreign status and Seller's certification that Seller is a resident of California, each executed by Seller under penalty of perjury as required by state and federal law; and

(iii) Such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.

(2) Unless Seller elects to have the following charges deducted from the funds to be distributed to Seller at Closing, no later than five (5) business days prior to Closing, Seller shall deposit into escrow immediately available funds in the amount necessary to pay all governmental conveyance fees.

(b) Buyer.

(1) Within five (5) days prior to Closing, Buyer shall deposit into escrow such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the transaction contemplated hereby.

(2) No less than five (5) business days prior to the Closing, Buyer shall deposit into escrow immediately available funds in an amount is equal to:

(i) the Purchase Price as adjusted by any prorations between the Parties; and

(ii) the premium for the Title Policy;

(iii) the recording fees;

(iv) its respective notary fees; and

(v) escrow fees.

7. **Close of Escrow**. Unless this Agreement is terminated pursuant to the terms hereof or extended by mutual written consent of the Parties, the Closing shall occur within seven (7) days of the expiration of the Inspection Period provided that in no event shall Closing occur later than June 1 , 2016. The Escrow Agent shall close escrow by: (i) causing the Grant Deed to be recorded in the official records of Contra Costa County, California; (ii) issuing the Title Policy and delivering same to Buyer; (iii) delivering to Seller the monies constituting the Purchase Price less prorated amounts and charges to be paid by or on behalf of Seller; and (iv) delivering to Buyer the original Grant Deed, together with a conformed copy thereof indicating recording information thereon. Possession of the Property shall be delivered to Buyer at the Closing.

8. **Default**. The failure of either party to meet, comply with or perform any material covenant, agreement or obligation hereunder, within the time limits and in the manner required, either prior to or at Closing, for any reason other than the termination of this Agreement pursuant to a right to so terminate expressly set forth in this Agreement or if any representation, warranty or covenant set forth herein of either party is untrue or inaccurate in any material respect shall constitute a default under this Agreement. In the event of a default hereunder by Seller or Buyer, the defaulting party shall have five (5) days after receipt of written notice from the non-defaulting party to fully cure or remedy such default. If the defaulting party fails to cure a default within such 5-day period, the non-defaulting party as its sole remedy shall be entitled to (i) terminate this Agreement (by delivering notice to the non-defaulting party and Title Company); or (ii) treat this Agreement as being in full force and effect and pursue the specific performance of this Agreement.

9. **Prorations**. At the Closing, the Escrow Agent shall make the following prorations: property taxes shall be prorated as of the Closing based upon the most recent tax bill available, including any property taxes which may be assessed after the Closing but which pertain to the period prior to the transfer of title to the Property to Buyer, regardless of when or to whom notice thereof is delivered. Buyer shall pay all escrow fees and premiums for the Title Policy and Seller shall pay any documentary transfer taxes. All other closing costs shall be apportioned according to prevailing local custom in Contra Costa County, California.

10. **Buyer's Conditions to Closing**. The Closing and Buyer's obligation to purchase the Property are conditioned upon: (i) the performance by Seller of each obligation to be performed by Seller under this Agreement within the applicable time period, or the waiver by Buyer of such obligation; and (ii) the commitment by Title Company to issue and deliver the Title Policy, subject only to the Permitted Exceptions.

Should any condition to closing fail to occur, excepting any such conditions that have been waived by Buyer, Buyer shall have the right, exercisable by giving written notice to Seller, to cancel the escrow, terminate this Agreement, and recover any and all amounts paid by Buyer to Seller or deposited with the

Escrow Agent by or on behalf of Buyer. The exercise of this right by Buyer shall not constitute a waiver by Buyer of any other rights Buyer may have at law or in equity.

11. **Studies, Reports and Investigations; Governmental Approvals; Hazardous Substances**. Seller agrees to make available to Buyer within five (5) business days following the Effective Date, any and all information, studies, reports, investigations and other obligations concerning or relating to the Property which are in Seller's possession or which are reasonably available to Seller, including without limitation surveys, studies, reports and investigations concerning the Property's physical, environmental or geological condition, habitability, or the presence or absence of Hazardous Materials in, on or under the Property and the compliance by the Property with Environmental Laws (as defined in Exhibit B) (collectively, the "**Property Information**"). Buyer further acknowledges and agrees that the Property Information is given for informational purposes only and that Property Information does not constitute a representation or warranty that the adverse conditions (if any) so disclosed to Buyer are the only adverse conditions that may exist at or otherwise affect the Property and, without limiting the scope or generality of Section 5, but except for a breach of Seller Warranties, Buyer expressly assumes the risk that adverse physical, environmental, financial and legal conditions may not be revealed by Buyer's inspection and evaluation of the Property and the Property Information.

Without limiting the provisions of Sections 5(c), before expiration of the Inspection Period Seller shall deliver to Buyer a Natural Hazard Disclosure Statement with regard to the Property (the "NHDS"). Buyer acknowledges and agrees that: (a) the NHDS shall be prepared by an independent third party at Seller's request and, notwithstanding anything to the contrary in the NHDS, Seller makes no representation or warranty as to the accuracy of the information contained therein; and (b) to the extent permitted by law, Buyer releases Seller from any other obligation to make disclosures pursuant to California Government Code Sections 8589.3, 8589.4 and 51183.5 and California Public Resources Code Sections 2621.9, 2694 and 4136, and waives any claims based on or arising out of or in connection with such sections, except to the extent that Seller has actual knowledge of information contrary to that contained in the NHDS and willfully and intentionally fails to disclose such information to Buyer.

12. **Seller's Conditions to Closing**. The Closing and Seller's obligation to sell the Property pursuant to this Agreement are conditioned upon: (i) the performance by Buyer of each obligation to be performed by Buyer under this Agreement within the applicable time period, or waiver by Seller of such obligation; and (ii) Buyer's representations and warranties contained in this Agreement being true and correct as of the Effective Date and the Closing.

13. **Seller's Representations**. Seller is the owner of the Property and has all right, title and interest to transfer the same to Buyer.

14. **Seller's Covenants**. Seller covenants that from the Effective Date and through the Closing, Seller: (i) shall not permit any liens, encumbrances, or easements to be placed on the Property, other than Permitted Exceptions; (ii) shall not enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on Buyer or the Property after the Closing without the prior written consent of Buyer; (iii) shall not permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the Effective Date,

ordinary wear and tear excepted, and shall manage the Property substantially in accordance with Seller's established practices.

15. **Buyer's Representations, Warranties and Covenants**. Buyer represents, warrants and covenants that this Agreement and all other documents delivered in connection herewith, prior to or at the Closing: (i) have been duly authorized, executed, and delivered by Buyer; (ii) are binding obligations of Buyer; and (iii) do not violate the provisions of any agreement to which Buyer is a party. Buyer further represents and warrants that the persons who have executed this Agreement on behalf of Buyer have are duly authorized to do, that Buyer has the legal right to enter into this Agreement and to perform all of its terms and conditions, and this Agreement is enforceable against Buyer in accordance with its terms.

16. **Damage and Destruction**. In the event of any damage or other loss to the Property, or any portion thereof, caused by fire or other casualty prior to the Closing in an amount not exceeding $25,000, Buyer shall not be entitled to terminate this Agreement, but shall be obligated to close the escrow and purchase the Property as provided in this Agreement, without abatement in the Purchase Price, provided that Seller shall: (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the Closing the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event of damage or destruction of the Property or any portion thereof prior to the Closing in an amount in excess of $25,000, Buyer may elect either to terminate this Agreement upon written notice to Seller, or to consummate the purchase of the Property, in which case Seller shall (i) assign and transfer to Buyer all of Seller's rights under any insurance policy covering the damage or loss, and all claims for monies payable from Seller's insurer(s) in connection with the damage or loss, and (ii) pay to Buyer at the Closing the amount of Seller's deductible under the insurance policy or policies covering the damage or loss. In the event Buyer elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of Buyer shall be returned to Buyer, and all rights and obligations hereunder shall terminate.

17. **Brokers**. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transaction contemplated by this Agreement. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

18. **Assignment**. Buyer shall not have the right to assign any rights and obligations under this Agreement to any party without the prior written approval by Seller.

19. **Notices**. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Seller:

Buyer:

City of Oakley
3231 Main Street
Oakley, California 94561
Attn: City Manager
Telephone: (925) 625-7000
Facsimile: (925) 625-9194

20. **Litigation Costs**. If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged breach or default in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs, in addition to any other relief to which such Party may be entitled.

21. **Waivers; Modification**. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

22. **Successors**. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the Parties.

23. **Provisions Not Merged With Deeds**. None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, and neither the Grant Deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing, Seller's representations, warranties and covenants contained herein shall survive the Closing.

24. **Construction**. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

25. **Action or Approval**. Where action and/or approval by Buyer is required under this Agreement, Buyer's Executive Director may act on and/or approve such matter unless the Executive Director determines in his or her discretion that such action or approval requires referral to Buyer's Board for consideration. The time periods afforded Buyer for any event, inspection, feasibility, due diligence, escrow closing or otherwise shall not be extended by any such referral to Buyer's Board.

26. **Entire Agreement**. This Agreement, including Exhibits A and B attached hereto and incorporated herein by this reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter thereto.

27. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

28. **Severability**. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

29. **No Third Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

30. **Parties Not Co-Venturers**. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

31. **Non-Liability of Officials, Employees and Agents**. No member, official, employee or agent of Buyer shall be personally liable to Seller or its successors in interest in the event of any default or breach by Buyer or for any amount which may become due to Seller or its successors in interest pursuant to this Agreement.

32. **Time of the Essence**. Time is of the essence for each condition, term, obligation and provision of this Agreement.

33. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

34. **Time for Performance**. When the time for performance of any obligation under this Agreement is to be measured from another event, such time period shall include the day of the other event.

If the day of the time for performance is not a regular business day, then the time for such performance shall be by the regular business day following such day.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BUYER:

CITY OF OAKLEY

By:_____
Bryan H. Montgomery
Its: City Manager

ATTEST:

By:_____
Libby Vreonis, City Clerk

APPROVED AS TO FORM:

_____
City General Counsel

SELLER:

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

(to be attached)

Exhibit B

HAZARDOUS MATERIALS; ENVIRONMENTAL LAWS

"Environmental Laws" shall mean all present and future federal, state and local laws, statutes, rules regulations, ordinances, standards, directives, interpretations and conditions of approval, all administrative or judicial orders or decrees and all guidelines, permits, license approvals or other entitlements, or rules of common law pertaining to the protection of the environment, natural resources, wildlife, human health or safety, or employee or community right-to-know requirements related to the work being performed pursuant to this Agreement.

"Hazardous Materials" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

RESOLUTION NO. XX-16

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALES AGREEMENTS FOR THE PURCHASE OF THE PROPERTIES AT 4901 BELDIN LANE (APN 041-340-018) AND 4907 BELDIN LANE (APN 041-340-017) IN ASSOCIATION WITH THE HOUSING RELATED PARKS PROGRAM GRANT AWARD

BE IT RESOLVED by the City Council of the City of Oakley that the City Manager is hereby authorized and directed to sign on behalf of the City that certain Purchase and Sales Agreement between the City and the property owners for the purchase of property located at 4901 Beldin lane (APN 041-340-018) and 4907 Beldin Lane (APN 041-340-017) in association with the housing related parks program grant award.

The foregoing resolution was introduced at a regular meeting of the Oakley City held on the 12th day of April 2016, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

_____
Kevin Romick, Mayor Date

ATTEST:

_____
Libby Vreonis, City Clerk Date