

EXCLUSIVE NEGOTIATIONS AGREEMENT
(1411 Rumrill Blvd)

This EXCLUSIVE NEGOTIATIONS AGREEMENT (the “Agreement”) is entered into as of this _____ day of _____, 2026 (the “Effective Date”), by and between the City of San Pablo, a California municipal corporation (the “City”), and Community Development Partners, a California corporation (“CDP”).

Recitals

- A. The City is the owner of certain real property (the “Property”) located at 1411 Rumrill Road, San Pablo, California (APNs 410-021-021, 410-021-026 and 410-021-028), comprised of approximately 2 acres.
- B. CDP is an experienced multi-family affordable housing developer.
- C. The Property is suitable for the development of affordable housing for persons of low income, and CDP is interested in purchasing and developing the Property for such purpose.
- D. The purpose of this Agreement is to establish procedures and standards for the negotiation by the City and CDP of a Disposition and Development Agreement (the “DDA”) providing for the sale and development of the Property.
- E. The proposed development of the Property to be negotiated hereunder shall consist of a 100% affordable rental housing community with approximately 120 rental housing units (the “Project”).

Agreements

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

- 1. Agreement to Negotiate. The City and CDP agree, for the Negotiation Period set forth below, to negotiate diligently and in good faith to prepare a DDA to be considered for execution by the City and CDP providing for the purchase of the Property and development of the Project by CDP. The City agrees, for the Negotiation Period set forth below, not to negotiate with any other person or entity regarding the purchase and development of the Property.
- 2. Term. The duration of this Agreement shall be ninety (90) days from the Effective Date (the “Negotiation Period”). If upon expiration of the Negotiation Period, CDP has not signed and submitted a DDA to the City, then this Agreement shall automatically terminate unless the Negotiation Period has been mutually extended by the City and CDP. If a DDA is so signed and submitted by CDP to the City on or before expiration of the Negotiation Period, then this Agreement and the Negotiation Period herein shall be extended without further action by the City for thirty (30) days from the date of such submittal during which time the City shall take all steps legally necessary to (1) consider the terms and conditions of the proposed DDA, (2) if appropriate,

take the actions necessary to authorize the City to enter into the DDA, including but not limited to compliance with the California Environmental Quality Act (CEQA) and (3) execute the DDA.

If the City has not executed the DDA by such 30th day, then this Agreement shall automatically terminate, unless the 30-day period has been mutually extended by the City and CDP. The City agrees to consider reasonable requests for extensions of time and shall, upon request, notify CDP in writing of the reasons for any decision not to execute the DDA. If a DDA is executed by the City and CDP, then upon such execution, this Agreement shall terminate and all rights and obligations of the City and CDP shall be as set forth in the executed DDA.

3. Limited Obligation. This Agreement does not and shall not be construed to obligate the City to sell, nor CDP to purchase and develop, the Property. Execution of this Agreement by the City is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent City Council action the final discretion regarding the sale and development of the Property.

4. Administrative Services Fee. Prior to the execution of this Agreement, CDP shall submit to the City an administrative services fee of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), in the form of cash or cashier's check, to cover the City's administrative services associated with the preparation of this ENA and the negotiation, preparation and consideration of a DDA. The administrative services fee shall not be refundable for any reason.

5. Ownership of Work Product; Costs. The City acknowledges that any and all work produced by CDP during the Negotiation Period is the property of CDP and shall not be used by the City or disclosed to any third parties in the event of termination of this Agreement (except such disclosure as required by the California Public Records Act, court order, discovery, or other legal process). The City and CDP acknowledge that the development of the Property requires approvals and entitlements from the City (the "Planning Approvals"). During the Negotiation Period, CDP anticipates submitting site plans and designs for the development of the Property to the City and the appropriate City departments for their informal review. Thereafter, CDP shall submit formal application for the Planning Approvals. Application for and issuance of the Planning Approvals will be a prerequisite to disposition of the Property under the DDA. Nothing in this Agreement shall in any way be deemed to pre-commit the City to any decision or course of action relative to the proposed development of the Property, and the City shall have no liability whatsoever to CDP under this Agreement for any costs and expenses of CDP associated with pursuing the Planning Approvals or any other actions associated with this Agreement. Except as otherwise expressly set forth herein, the City and CDP shall each be responsible for their own costs and expenses in connection with any activities and negotiations undertaken in connection with this Agreement.

6. No Lis Pendens. It is expressly understood and agreed by the parties that no *lis pendens* shall be filed against the Property with respect to this Agreement or any dispute or act arising from it.

7. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested or by electronic mail. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by

notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier, and if sent by electronic mail, shall be deemed to have been received when sent. Any notice sent by electronic mail must be confirmed by a copy of such notice mailed as provided above, sent on the same day the electronic notice was sent.

CITY

City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806
Attn: Kieron Slaughter, Economic Development & Housing Manager
Email: kieron.s@sanpabloca.gov

CDP

Community Development Partners
3416 Via Oporto, Suite 301
Newport Beach, CA 92663
Attn: Development
Email: development@communitydevpartners.com

8. No Broker. Each party represents and warrants that it has not entered into any agreement, and has no obligation, to pay any real estate commission in connection with the transaction contemplated by this Agreement. If a real estate commission is claimed through either party in connection with transaction contemplated by this Agreement, then the party through whom the commission is claimed shall indemnify, defend and hold the other party harmless from any liability related to such commission. The provisions of this section shall survive termination of this Agreement.

9. Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California, other than its choice of law provisions. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Contra Costa.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

11. No Assignment. This Agreement, and any portion thereof, shall not be assigned or transferred, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

12. Benefit. This Agreement is made and entered into solely for the benefit of the City and CDP and no other person shall have any right of action under or by reason of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

<p>CITY OF SAN PABLO, a California municipal corporation</p> <p>By: _____ Matt Rodriguez, City Manager</p> <p style="text-align: right;">“City”</p>	<p>COMMUNITY DEVELOPMENT PARTNERS, a California corporation</p> <p>By: _____ Eric Paine, Chief Executive Officer</p> <p style="text-align: right;">“CDP”</p>
<p>ATTESTED:</p> <p>Date: _____</p> <p>By: _____ City Clerk</p>	
<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>By: _____ Special Counsel</p>	