

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made and entered into by and between, The Blaisdell Trust, David W. Blaisdell, Trustee, and Ritchie K. Blaisdell, Trustee, (“**Seller**”), and the CITY OF SAN PABLO, a municipal corporation, and/or its assignees (“**Buyer**”) as of September ____, 2019 (the “**Effective Date**”).

ARTICLE I PROPERTY

Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.01 Land. Certain real property located at 1701 Bush Avenue Lane in San Pablo, California with APN 410-275-011-6, and more particularly described in Exhibit A. The parties acknowledge that there are no structures or personal property on the Land.

The real property identified in Section 1.01 shall collectively be referred to as the “**Land**” and all of which shall be conveyed to Buyer pursuant to the grant deed in the form of Exhibit B hereto (the “**Deed**”). The parties acknowledge that there are no improvements structures or tangible personal property on the Land (“**Improvements**”);

1.02 Appurtenances. All rights, privileges and easements appurtenant of Seller to and for the benefit of the Land, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and/or under the Land as well as all development rights, air rights, water, water rights and water stock relating to the Land and any other easements, rights-of-way or appurtenances relating to or used in connection with the ownership, operation, use, occupancy or enjoyment of the Land, or any other appurtenance, together with all rights of Seller in and to streets, sidewalks, alleys, driveways, parking areas and areas adjacent thereto or used in connection therewith, and any land lying in the bed of any existing or proposed street adjacent to the Land (all of which are collectively referred to as the “**Appurtenances**”);

1.03 Intangible Property. Any intangible personal property now or hereafter owned by Seller and used in the ownership, use or operation of the Land and Appurtenances, any development agreements or land use rights, contract or lease rights, utility contracts or other agreements or rights relating to the ownership, use and operation of the Land and Appurtenances (collectively, the “**Intangible Property**”).

The items described in Sections 1.01, 1.02, and 1.03 above are hereinafter referred to collectively as the “**Property**.”

ARTICLE II PURCHASE PRICE; TERMS OF PAYMENT

2.01 Purchase Price. The purchase price for the Property (the “**Purchase Price**”) shall be the sum of ONE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED DOLLARS

(\$122,600). The Purchase Price shall be payable by Buyer to Seller in cash on the Closing Date as defined in Section 5.02.

ARTICLE III CONTINGENCY ITEMS AND INSPECTIONS

3.01 Contingency Items. Seller has delivered to Buyer concurrently with or prior to the Effective Date the following items, to the extent that such items are in Seller's possession and control:

(a) Copies of any inspection reports, environmental assessments and reports, environmental impact reports, wetlands studies, endangered species studies and related correspondence, archaeological reports, structural reports and soils reports relating to the Property.

(b) Intentionally Omitted.

(c) Copies of all service contracts, utility contracts, maintenance contracts, management contracts, leasing contracts, and brokerage and leasing commission agreements which may continue after Closing, certificates of occupancy, building drawings, plans and specifications, building permits, presently effective warranties or guaranties received by Seller from any contractors, subcontractors, suppliers or materialmen in connection with any construction, repairs or alterations of the Improvements or any tenant improvements, reports of insurance carriers insuring the Property and each portion thereof respecting the claims history of the Property, if any, environmental reports, soils reports, insurance policies, insurance certificates of tenants, lease correspondence, and other contracts or documents of significance to the Property (collectively, the "**Service Contracts**"), and such other information relating to the Property that is specifically requested by Buyer of Seller in writing as of the Effective Date, to the extent such information either is in the possession or control of Seller or may be obtained by Seller, through the exercise of commercially reasonable efforts. Buyer shall advise Seller prior to the Closing Date which of the Service Contracts Buyer will assume at Closing (the "**Assumed Contracts**") and Seller shall terminate as of the Closing Date all such agreements which Buyer elects not to assume.

(d) Intentionally Omitted.

3.02 Inspections. Buyer and Seller acknowledge that Seller will deliver to Buyer substantially all of Buyer's Due Diligence Materials set forth in Section 3.01 above on or before the Close of Escrow. Buyer shall provide to Seller 48 hour written notice of when it intends to conduct any inspections pursuant to Section 3.02.

Buyer shall have until the Close of Escrow to conduct its physical inspection and testing of the Land and Improvements, or any portion thereof, (which testing shall be conducted at Buyer's option and expense and may include, but shall not be limited to, geotechnical, seismic and toxic or hazardous material surveys, studies or tests, and testing for the presence of asbestos, polychlorinated biphenyls ("**PCBs**"), pesticide residue and other Hazardous Materials (as defined below). Seller hereby grants Buyer and Buyer's consultant a non-exclusive license to

enter, use and occupy the entire Land and Improvements for purposes of performing its tests and inspections and shall take all actions necessary or appropriate in order to assist Buyer in performing any such testing. Buyer to indemnify and hold harmless Seller for any loss, damages, liabilities or claims that arise out of the Buyer's inspections except for those that arise out of the Seller's negligence or wrongful act.

3.03 Intentionally Omitted.

3.04 Intentionally Omitted.

3.05 Title Review. Buyer shall obtain a preliminary title report with respect to Seller's interest in the Land. Buyer shall notify Seller in writing by ten (10) days following the Effective Date of any defects, exceptions, liens, encroachments or encumbrances shown in the Preliminary Reports or in the Survey (the "**Title Approval Date**") of which Buyer disapproves. Seller, shall have five (5) days after receipt of Buyer's objections to give Buyer notice either that (a) Seller will remove any objectionable exceptions from title and provide Buyer with evidence satisfactory to Buyer of such removal, or provide Buyer with evidence satisfactory to Buyer that said exceptions will be removed at or before the Closing, or (b) Seller elects not to cause such exceptions to be removed. If Seller fails to give timely notice, Seller shall be deemed to have given notice under clause (b), above on the last day that such notice could be timely given. If Seller gives or is deemed to give Buyer notice under clause (b), Buyer shall have until the Approval Date to give Seller written notice of Buyer's intent to proceed with the purchase and take the Land subject to such exceptions. If Buyer shall fail to give Seller notice of its intention to proceed with the purchase and take the Land subject to such exceptions by the Approval Date, Buyer shall be deemed to have elected to terminate this Agreement, in which event all rights and obligations of Buyer and Seller hereunder shall terminate.

If Seller shall give notice pursuant to clause (a) above, Seller shall remove any such objectionable exceptions from title at or before the Closing. If Seller is unable to remove any such objectionable exceptions from title by the Closing and Buyer is unwilling to take title subject thereto, Seller shall be in default under this Agreement; and in which event, and without limiting Buyer's rights and remedies against Seller, Buyer may elect to terminate this Agreement in its entirety.

The term "**Permitted Exceptions**" shall include (a) all liens and encumbrances that Buyer agrees to take the Land subject to, as of the Title Approval Date, (b) all subsequent liens or encumbrances which Buyer shall accept or approve, and (c) all liens or encumbrances which Buyer causes or authorizes against the Land. Indemnification from Seller to the Title Company to induce it to insure over any otherwise unpermitted exception to title shall not be allowed except with the prior written consent of Buyer after full disclosure to Buyer of the nature and substance of such exception and indemnity.

3.06 Survey. Buyer may obtain, at Buyer's sole cost and expense, an ALTA survey of the Land, prepared by a licensed surveyor or civil engineer of Buyer's choice (the "**Survey**").

ARTICLE IV
TRANSFER OF TITLE

4.01 Title to the Land. Title to the Land, Appurtenances and Improvements, subject only to the Permitted Exceptions, shall be transferred by Seller to Buyer on the Closing Date by the Deed.

4.02 As-Is Purchase. BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS, AND THAT EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition of the Property, including soils, geology and any groundwater, (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Property, (iii) the development potential of the Property, and the Property's use, merchantability, or fitness, suitability, value or adequacy of the Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vi) the condition of title to the Property, and (vii) the economics of the operation of the Property.

4.03 Release. Seller shall release and hold harmless City of San Pablo, its Council, Boards and Commissions, officers, agents, and employees ("City") from and against any and all liability, costs, or expense for personal injury or damages for loss of use or damage to Property, arising or resulting from any action or inaction of the City regarding the Property. Seller understands that this is a material inducement for this Agreement and this provision shall survive termination of this Agreement. Seller acknowledges that he understands the provisions of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Being aware of said code section, Seller hereby expressly waives and relinquishes any rights or benefits he may have thereunder, as well as under any other state or federal statutes or common law principles of similar effect. Seller understands and agrees that if any fact relevant to this Agreement is found at some future time to be other than as believed by Seller now to be true, Seller expressly accepts and assumes the risk of such possible difference in fact and agrees that this Agreement shall be and remains effective notwithstanding any such occurrence.

ARTICLE V ESCROW

5.01 Escrow. The purchase and sale contemplated by this Agreement shall be consummated through an escrow (the “**Escrow**”) to be established with the Escrow Holder by the Close of Escrow. Any escrow instructions which shall be executed by the parties hereto shall implement the performance of this Agreement and shall be deemed to incorporate the provisions hereof, whether or not specifically stated therein. At least one business day prior to the Closing Date, as hereinafter defined, Buyer and Seller each shall sign and deposit with the Title Company escrow instructions consistent with the terms and conditions of this Agreement, together with the following funds and documents:

(a) Seller shall execute and deposit (i) the duly executed and acknowledged Deed, and (ii) a properly executed certificate on the appropriate California Franchise Tax Board form (herein, a “**Qualifying Certificate**”) under Sections 18662 and 18668 of the California Revenue and Taxation Code (“**CALFIRPTA**”) certifying that the sale transaction contemplated herein is exempt from withholding under CALFIRPTA on the ground set forth in such Qualifying Certificate;

(b) Buyer shall deposit (i) the Purchase Price, as adjusted herewith, and (ii) sufficient additional cash to pay for all escrow costs and all expenses related to this transaction.

(c) Buyer and Seller shall jointly execute and deposit any other documents necessary to facilitate the close of Escrow.

If Seller fails or is unable to deliver the Qualifying Certificate described in subparagraph (a) above, Seller and Buyer shall not be excused from their respective obligations to consummate the transactions contemplated herein, but rather the parties agree that an amount equal to three and one-third percent (3⅓%) of the “sales price” of the Property otherwise payable to Seller shall be withheld at Closing by Escrow Agent and paid by Escrow Agent to the California Franchise Tax Board as required under CALFIRPTA. For purposes of this Section 5.01, the term “**sales price**” shall be as defined and required by Sections 18805, 18662 and 26131 of the California Revenue and Taxation Code, as amended, or any regulations now or hereafter promulgated thereunder (collectively, the “**California Withholding Provisions**”). Any amount so withheld by Escrow Agent shall be deemed to have been paid by Buyer as a part of the Purchase Price. Notwithstanding anything to the contrary contained in this Section 5.01, should Seller deliver evidence to Buyer that the California Franchise Tax Board has authorized a partial or total reduction in the amount required to be withheld from the Purchase Price pursuant to the California Withholding Provisions, then there shall be withheld at Closing by the Escrow Agent and paid to the California Franchise Tax Board only the amount required by the California Franchise Tax Board to be withheld, if any, and any amount so withheld by the Escrow Agent shall be deemed to have been paid by Buyer as part of the Purchase Price. Buyer acknowledges and agrees that it has received written notice of the withholding requirements set forth in the California Withholding Provisions as required therein.

5.02 Close of Escrow. The close of Escrow (the “**Closing**”) shall take place at the offices of Escrow Holder as follows:

(a) When the items set forth in Articles III and IV are completed for the Property, or when North American Title Company (3211 Auto Plaza, Richmond) is prepared to issue a CLTA title insurance policy insuring Buyer’s interest in said Land, whichever is later (the “**Closing Date**”).(b)

Buyer shall deliver the funds necessary to close escrow by check or electronic wire transfer to Escrow Holder on or before the Closing Date. Any sums in escrow as of said date shall be applied to the Purchase Price. Expenses of the Escrow and other items shall be charged or credited, as the case may be, to Seller and Buyer, as provided in Section 5.03 hereof. The Close of Escrow shall be completed upon recordation of the Deed and the delivery to and receipt by Seller of the Purchase Price, as adjusted. Seller and Buyer hereby designate Title Company as the “Reporting Person” for the transaction pursuant to Section 6045(e) of the Code and the regulations promulgated thereunder.

5.03 Closing Matters. The following items shall be provided for at the Closing:

(a) No insurance policies of Seller are to be transferred to Buyer, and no apportionment of the premiums therefore shall be made. Buyer acknowledges that it shall be responsible for securing its own insurance for the Property.

(b) Buyer shall pay to the appropriate authority county documentary transfer taxes, if any, in connection with the consummation of the transactions contemplated by this Agreement. Buyer shall pay (i) all charges and fees of the Title Company in connection with a standard CLTA owner’s policy form of title insurance to be delivered to Buyer hereunder, (ii) all charges in connection with the Escrow and (iii) all recording fees in connection with recording the Deed.

ARTICLE VI CONDITIONS OF THE ESCROW; FAILURE OF CONDITIONS

6.01 Buyer’s Conditions to the Close of Escrow. It is understood and agreed that the obligation of Buyer to purchase the Property and the close of Escrow are conditioned on each of the following conditions, which conditions are solely for Buyer’s benefit and except as otherwise specifically set forth in this Agreement, may be waived by Buyer prior to the Closing Date:

(a) The conveyance to Buyer on each Closing Date of title to the Land as evidenced by a pro forma CLTA Owner’s policy of title insurance or alternate policy acceptable to Buyer (“**Title Policy**”) in the amount of the assessed value of the Property, issued by the Title Company subject only to the Permitted Exceptions, delivered to Buyer on each Closing Date. The Title Policy shall provide full coverage against any mechanics’ and materialmen’s liens, including any such liens arising out of the construction, repair or alteration of any improvements on the Land, and may contain such endorsements as Buyer may in its discretion and expense request, including, without limitation, CLTA Owners 100.6, 100.19, 103.1, 103.3, 103.6, 103.7, 116, 116.1, 116.4, 116.7 and 123.2 endorsements at Buyer’s sole expense.

(b) The delivery of exclusive possession of the Property to Buyer after the receipt by Seller of the Purchase Price, subject only to the Permitted Exceptions, the rights of tenants, and easement or license rights to the Land in Section 1.01(i) and (ii).

(c) The delivery to Buyer on the Closing Date of the Deed and the other documents and instruments specified in this Agreement in accordance with the terms of this Agreement.

(d) All of Seller's representations and warranties contained herein, or made in writing by Seller pursuant to this Agreement, shall have been true and correct when made and unless otherwise disclosed to Buyer in writing by Seller prior to the Closing Date, shall be true and correct, to the Seller's actual knowledge, as of the Closing Date, and Seller shall have complied with all of Seller's covenants and agreements contained in or made pursuant to this Agreement.

6.02 Failure of Buyer's Conditions. In the event any of the conditions specified in Section 6.01 immediately above are not satisfied by Seller or Buyer, as applicable, or waived by Buyer prior to the date specified for satisfaction of the condition, then, at the option of Buyer, exercisable by the giving of immediate written notice to Seller, the Escrow may be terminated and all funds and documents deposited with the Escrow Holder or Seller, by Seller or Buyer, together with any interest accrued thereon, shall be immediately returned to the party having deposited the same. In the event of any such termination by Buyer, Buyer and Seller shall be immediately released from all obligations hereunder (except for any obligation to indemnify and defend a party, which obligations shall survive the Closing), and any escrow cancellation charges or similar fees, including title examination fees imposed by the Escrow Holder, shall be borne by the Buyer. The failure of the appropriate party to diligently attempt to perform its obligations under Section 6.01 shall be a breach of this Agreement. Anything in this Agreement to the contrary notwithstanding, Buyer's purchase of the Property shall waive all of the foregoing conditions.

6.03 Seller's Conditions to the Close of Escrow. The obligation of Seller to sell the Property and the close of Escrow are conditioned on the delivery of the Purchase Price in accordance with this Agreement and Buyer's representations and warranties being true and correct on the Closing Date and Buyer fulfilling all of its covenants and conditions hereunder.

6.04 Failure of Seller's Conditions. In the event any of the conditions specified in Section 6.03 hereof are not satisfied or waived by Seller prior to a Closing Date, then Seller may terminate this Agreement, or extend the Closing Date for a period not to exceed 60 days.

ARTICLE VII DEFAULT

7.01 Breach. If Seller or Buyer should breach or be in default of any of its obligations under this Agreement, the other party may pursue only specific performance of any portion of this Agreement as a remedy and there will be no recovery of damages. The Buyer would not have entered into this Agreement if damages could be awarded for any breach and the Agreement fails if damages are sought after or awarded.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

8.01 Representations and Warranties of Seller. As an inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated hereby and to the extent not otherwise disclosed to Buyer in writing as of the Effective Date, Seller hereby represents and warrants to Buyer, to Seller's actual knowledge with no duty to investigate, both as of the date hereof and, unless notified as set forth below, again as of the Closing Date as follows:

(a) Seller has the power and authority to enter into this Agreement and convey the Property to Buyer and to execute and deliver the other documents referred to herein and to perform hereunder and thereunder on behalf of Seller.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, nor the compliance with the terms and conditions hereof will violate, in any material respect, any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restrictions of any government, governmental agency or court to which Seller is subject.

(c) Seller is not required to obtain the consent or approval of any government agency, department or other government body to enter into this Agreement or if required, any such required consents or approvals have been obtained.

(d) Use and Operation. Seller has received no written notice that the Property is in violation of any applicable environmental laws and regulations, zoning and land use laws, and other applicable local, state and federal laws, ordinances, regulations and requirements.

(e) Land-Use Regulation. Seller has received no written notice of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted by any person, entity or jurisdiction, nor has Seller received notice of any special assessment proceedings affecting the Property.

(f) Hazardous Materials. During the period of Seller's ownership of the Property, Seller has not caused or permitted the storage, use, generation, handling or disposal of any Hazardous Materials in, on, or about the Property by Seller or any agents, employees, contractors, licensees, tenants, subtenants, customers, clients, guests or invitees of Seller, except in compliance with Hazardous Materials Laws. The reports, studies, assessments, investigations and other materials to be made available to Buyer for its review pursuant to Section 3.01(a) and Section 3.01(c), shall constitute all written materials in the possession, custody or control of Seller or its property manager related to the presence of Hazardous Materials at, on or under the Property and the compliance of the Property with Hazardous Materials Laws; provided that Seller makes no representation or warranty as to whether Buyer is entitled to rely on any such reports, studies, assessments, investigations or other materials, and if Buyer desires to rely on the same, Buyer shall be responsible for obtaining, at its sole cost and expense, written permission from the preparer of any such items.

As used herein, "**Hazardous Materials**" means any material, substance or waste designated as hazardous, toxic, radioactive, injurious or potentially injurious to human health or

the environment, or as a pollutant or contaminant, or words of similar import, under any Hazardous Materials Law (as defined below). As used herein, “**Hazardous Materials Law**” means any federal, state or local law, statute, regulation or ordinance now or hereafter in force, as amended from time to time, pertaining to materials, substances or wastes which are injurious or potentially injurious to human health or the environment or the release, disposal or transportation of which is otherwise regulated by any agency of the federal, state or any local government with jurisdiction over the Property or any such material, substance or waste removed therefrom, or in any way pertaining to pollution or contamination of the air, soil, surface water or groundwater.

(g) Reports, Intangible Land and Other Documents. That all permits, approvals, contracts, warranties and guarantees, and all other books, records, documents and other items relating to or affecting the Property and delivered to Buyer pursuant to this Agreement or in connection with the execution hereof, are and as of the Closing Date will be true and correct copies. Seller makes no warranties as to the contents set forth in the items delivered to Buyer.

(h) Service Contracts and Other Agreements. That (i) Seller has not entered into and there are no service contracts or other agreements of any kind or nature whatsoever affecting the Property other than those delivered to Buyer pursuant to Section 3.01, (ii) there is no obligation of Seller under the terms of any contract, lease or other instrument relating to or affecting the Property to assume any obligation thereof other than the contracts, leases and other documents disclosed to Buyer pursuant to this Agreement.

(i) Agreements Affecting the Property. That there are no easements, encumbrances or other agreements affecting the Property except as shown in the Preliminary Reports or delivered to Buyer pursuant to Section 3.01.

(j) Litigation. That there is no litigation pending or threatened, against Seller or the Property (or any portion thereof), on any basis therefor, that arises out of the use, operation or ownership of the Property, or any portion thereof.

(k) Other Contracts to Convey the Property. That Seller has not committed nor obligated itself in any manner whatsoever to sell the Property, or any portion thereof, to any party other than Buyer.

(l) Bankruptcy, Insolvency, Etc. That Seller is not the subject of any case, action or proceeding, whether contemplated, threatened or actual, under any bankruptcy, insolvency or similar laws affecting creditor’s rights generally (whether state or federal). Seller will, including the cash received as the Purchase Price, have sufficient funds to pay its debts as they become due for the foreseeable future.

(m) Brokerage Commission. No brokerage commission will be paid under this transaction and both Buyer and Seller represent that no broker was involved in this transaction.

If at any time after the Effective Date and prior to the Closing Date Seller learns of any matter that would change any of Seller’s representations and warranties contained in this

Agreement, Seller shall notify Buyer in writing and (1) if the change is due to circumstances outside of Seller's control, Buyer shall have ten days after receipt of such notice to elect to terminate this Agreement, or (2) if the change is due to circumstances within Seller's control, the change shall constitute a default of Seller hereunder, and Section 7.01 shall govern.

8.02 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows: Buyer is a municipal corporation of California, validly existing and in good standing under the laws of the State of California; this Agreement and all documents executed by Buyer which are to be delivered to Seller on the Closing Date are, and as of the Closing Date will be, duly authorized, executed, and delivered by Buyer.

8.03 Intentionally Omitted.

8.04 Survival. The representations, warranties and indemnities set forth in this Agreement and Article VIII or in any other instrument delivered pursuant to this Agreement shall survive the recordation of the Deed and transfer of title.

ARTICLE IX ADDITIONAL COVENANTS OF SELLER AND BUYER

9.01 Maintenance of the Property. At all times until the Closing Date, Seller shall (i) perform all obligations on its part to be performed as landlord or lessor under any leases or contracts affecting the Property; (ii) continue to operate, maintain and manage the Property in accordance with its present practices; and (iii) discharge and comply with its obligations relating to the Property.

9.02 New and Amended Agreements. From and after the Effective Date of this Agreement, Seller may not enter into any new lease, contract or agreement relating to the Property, or amend any existing lease, contract or agreement relating to the Property, without the prior written consent of Buyer.

9.03 Payment of Bills. Seller agrees to pay in full any and all of its bills relating to the Property (and/or which relate to work which had been ordered by Seller or actually performed on the Property prior to the Closing Date) that are outstanding as of the Closing Date.

ARTICLE X PRORATIONS AND EXPENSES

10.01 Preliminary Closing Adjustment. Seller and Buyer shall jointly prepare a preliminary Closing statement and shall deliver such computation to the Title Company prior to Closing.

ARTICLE XI
MISCELLANEOUS

11.01 Notices. Any and all notices or other communications required or permitted to be given under this Agreement, or by law, shall be in writing and either (i) personally delivered, (ii) sent by United States mail, registered or certified, or express mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or other nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, return receipt requested, or (iv) sent by facsimile, addressed to the following addresses:

Notice to Buyer must be addressed as follows:

Matt Rodriguez
City Manager
City of San Pablo
13831 San Pablo Avenue, Bldg 1
San Pablo, CA 94806
Phone: 510-215-3001
Fax: 510-215-3011
mattr@sanpabloedc.org

Lynn Tracy Nerland
City Attorney
City of San Pablo
13831 San Pablo Avenue, Bldg 1
San Pablo, CA 94806
Phone: 510-215-3009
Fax: 510-215-3011
lynnn@sanpabloca.gov

Notice to Seller must be addressed as follows:

Ritchie K. Blaisdell
2269 Cypress Avenue
San Pablo, CA 94806
dblaisd754@aol.com

Notice shall be deemed to have been given upon the date of delivery (or the date of refusal to accept delivery, as the case may be) or at such other address as either party may from time to time specify in writing to the other in the manner aforesaid. If notice is sent by facsimile, notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine if sent during regular business hours, otherwise on the next business day.

11.02 Time. Time is of the essence of every provision herein contained.

11.03 Incorporation by Reference. All of the Exhibits attached hereto or referred to herein and all documents in the nature of such Exhibits, when executed and/or so attached are by this reference incorporated herein and made a part of this Agreement.

11.04 Further Assurances. In a timely fashion, each party shall execute and deliver such further instruments, documents or assurances, and take such further action, as shall be required to carry out the purposes and intent of this Agreement. Seller and Buyer shall cooperate in good faith to resolve any outstanding issues after the Close of Escrow which may exist in order to clear title, transfer leases and contact tenants. The foregoing shall not be exclusive but shall be only a guide of other issues which may be outstanding at the time of the Close of Escrow.

11.05 Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment.

11.06 Construction. The parties acknowledge that each party has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

11.07 No Merger. The provisions of this Agreement shall not merge with the delivery of the Deed but shall, except as otherwise expressly provided in this Agreement, survive the close of the Escrow.

11.08 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.

11.09 Entire Agreement. This Agreement and the Exhibits which are attached hereto or contemplated to be attached hereto and by this reference incorporated herein and all documents specifically contemplated by this Agreement when executed, contain the entire understanding of the parties and supersede any and all other written or oral understanding.

11.10 Risk of Loss.

(i) If any of the Property is damaged or destroyed prior to the Closing Date, and such damage or destruction would cost less than Ten Thousand Dollars (\$10,000.00) to repair or restore, then this Agreement shall remain in full force and effect and Buyer shall acquire the Property upon the terms and conditions set forth herein.

(ii) If any of the Property is damaged or destroyed prior to the Closing, and the cost of repair would exceed Ten Thousand Dollars (\$10,000.00), then, notwithstanding anything to the contrary set forth in this Section 11.10, Buyer shall have the right, at its election, either to terminate this Agreement or to not terminate this Agreement and purchase the damaged or destroyed Property. Buyer shall have thirty (30) days after Seller notifies Buyer that said event has occurred to make such election by delivery to Seller of an election notice (the “**Election Notice**”). Buyer’s failure to deliver the Election Notice within such thirty (30) day period shall be deemed an election to not terminate this Agreement. If this Agreement is terminated by delivery of notice of termination to Seller, Buyer and Seller shall each be released from all obligations hereunder as to the damaged or destroyed Property.

(iii) If any of the Property is damaged or destroyed prior to the Closing Date and this Agreement is not terminated as provided in subparagraph (ii) above, Seller shall give Buyer a credit against the Purchase Price due hereunder equal to the amount of any insurance proceeds collected by Seller as a result of any such damage or destruction, plus the amount of any insurance deductible, less any sums expended by Seller toward the restoration or repair of the Property as a result of such casualty. If the proceeds or awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Buyer at Closing, and Buyer shall receive a credit from Seller at Closing equal to the amount of the deductible under any policy of insurance pursuant to which such assigned proceeds will be paid; provided that if Seller shall have expended in good faith any sums before the Closing to repair or restore the Property, the amount expended by Seller shall first be deducted from any credit due Buyer for the deductible under any insurance policy, and if the amount expended by Seller in good faith exceeds the total amount of such deductible(s), Seller shall reserve from the assignment of insurance proceeds to Buyer, the amount of such excess.

11.11 No Third Party Beneficiary. Nothing in this Agreement is intended to confer upon any person any rights or remedies other than the Parties to this Agreement and their successors and assigns.

11.12 Non-liability of City Officials. No members, official or employee of Buyer shall be personally liable to Seller in the event of a breach or default by Buyer.

11.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement the day and year first above written.

BUYER: CITY OF SAN PABLO, a municipal corporation

By: _____
Matt Rodriguez, City Manager

SELLER: THE BLAISDELL TRUST

By: _____
Ritchie K. Blaisdell, Trustee

EXHIBIT A

DESCRIPTION OF THE PROPERTY

BEING ALL OF LOT 12 IN BLOCK 7, AS DESIGNATED ON THE MAP ENTITLED
“EMERIC SUBDIVISION,” AT RICHMOND, IN CONTRA COSTA COUNTY, AS SHOWN
BY THE MAP OF THE SUBDIVISION THEREOF FILED IN THE OFFICE OF THE
COUNTY RECORDER OF CONTRA COSTA, ON THE 17TH DAY OF JANUARY, 1906, AS
SHOWN ON THE RECORDS OF THE COUNTY RECORDER OF THE COUNTY OF
CONTRA COSTA, STATE OF CALIFORNIA

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY:

City of San Pablo

WHEN RECORDED MAIL TO:

City of San Pablo
13831 San Pablo Avenue, Bldg. 1
San Pablo, CA 94806
ATTN: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The Blaisdell Trust (herein called "Grantor"), hereby grants to THE CITY OF SAN PABLO, a public body, corporate and politic, of the State of California (herein called "Grantee"), the real property (the "Property") legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference.

1. The Property is conveyed pursuant to Purchase and Sale Agreement (the "Agreement") entered into by and between the Grantor and the Grantee and dated _____. The Property is also conveyed subject to easements of record.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this ____ day of _____, 2019.

The Blaisdell Trust, "GRANTOR"

By _____ [Not for Execution/Form Only]

By _____ [Not for Execution/Form Only]