

**AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY AND ESCROW INSTRUCTIONS**

This purchase and sale agreement (“**Agreement**”) is dated as of July 14, 2020 (the “**Agreement Date**”) and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”), and DAVIDON HOMES, a California limited partnership (“**Buyer**”).

A. County is the owner of real property located in the City of Pleasant Hill, County of Contra Costa, State of California, consisting of approximately 4.8 acres, as more particularly described in Exhibit A (the “**Land**”).

B. The Land is the subject of the following entitlements and approvals relating to the development of the Property for residential purposes (collectively, the “**Entitlements**”): (i) the Oak Park Properties Specific Plan, (ii) a final environmental impact report, (iii) the Oak Park Properties Vesting Tentative Map dated May 28, 2019 (the “**Tentative Map**”), providing for the subdivision of the Property into thirty four (34) single-family residential lots and associated common areas and streets on which single family residences may be built (the “**Project**”), (iv) Architectural Review Permit PLN 18-0383 (the “**Architectural Review Permit**”), (v) Development Plan PLN 18-0383 (the “**Development Plan Permit**”), and (vi) Tree Removal Permit PLN-180383 (the “**Tree Removal Permit**”). Together, the Land and all of County’s right, title and interest in and to all Entitlements, easements, rights, mineral rights, oil and gas rights, water, water rights, air rights, architectural plans, completed studies, reports, other documents relevant to completing the entitlement of the Land for residential development, any refundable contracts and deposits, development rights, approvals, permits, warranties, guarantees, indemnities, claims, causes of action, other rights and privileges appurtenant or relating thereto and all improvements located thereon, including without limitation any and all tangible and intangible assets, are the “**Property**.”

C. County desires to sell the Property to Buyer, and Buyer desires to purchase the Property from County in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Buyer and County agree as follows:

1. **PURCHASE AND SALE.**

1.1. Agreement to Buy and Sell. Subject to the terms and conditions of this Agreement, County shall sell and convey to Buyer, and Buyer shall acquire and purchase from County, the Property.

1.2. Purchase Price. The “**Purchase Price**” to be paid by Buyer to County for the Property is Thirteen Million Eight Hundred and Eight Thousand, Three Hundred Twenty

Dollars (\$13,808,320.00). Notwithstanding the foregoing, if Closing does not occur prior to January 1, 2021, then the Purchase Price shall be increased by an amount equal to One Thousand Seven Hundred Seventy Eight Dollars (\$1,778.00) multiplied by the number of days that elapse between December 31, 2020, and the Closing Date (defined in Section 2.2.1). The Purchase Price is payable on the following terms and subject to the following conditions:

1.2.1. First Deposit. Within two (2) business days after the Agreement Date, Buyer shall deposit with Escrow Holder (defined in Section 2.1) by wire transfer the sum of One Hundred Thirty-Eight Thousand One Hundred Eighty-Three Dollars (\$138,183.00) (the “**First Deposit**”). With the exception of the Independent Consideration (defined in Section 1.2.2), the First Deposit is refundable to Buyer if the Agreement is cancelled on or before the expiration of the Feasibility Period (defined in Section 3.1.2).

1.2.2. Independent Consideration. Buyer and County have bargained for and agree that One Hundred Dollars (\$100.00) of the First Deposit (the “**Independent Consideration**”) is consideration for Buyer’s rights under this Agreement and for County providing the Feasibility Period to Buyer. Upon receipt, the Escrow Holder shall immediately release the Independent Consideration to County and, notwithstanding any provision in this Agreement to the contrary, the Independent Consideration shall be nonrefundable to Buyer in all circumstances and shall not be applied to the Purchase Price at Closing. Any time that this Agreement provides that the Deposit (defined in Section 1.2.4) is to be returned to Buyer, the amount that is returned to Buyer shall be net of the Independent Consideration.

1.2.3. Second Deposit. Within two (2) business days after Buyer delivers the Feasibility Approval Notice (defined in Section 3.1.2) to Escrow Holder and County, Buyer shall deposit with the Escrow Holder by wire transfer an additional Six Hundred Ninety Thousand Four Hundred Sixteen Dollars (\$690,416.00) (the “**Second Deposit**”). The Second Deposit shall be held in Escrow and shall increase the total amount of funds deposited by Buyer and held in Escrow to Eight Hundred Twenty-Eight Thousand Four Hundred Ninety-Nine Dollars (\$828,499.00).

1.2.4. Deposits Generally. As used in this Agreement, the term “**Deposits**” or “**Deposit**” refers to all deposits, including, without limitation, the First Deposit and Second Deposit (but not the Independent Consideration) that have been delivered by Buyer pursuant to this Agreement. When held by Escrow Holder in connection with this transaction, Escrow Holder is to invest the Deposits in an interest-bearing, segregated account as Buyer may designate, with the interest thereon to accrue for the benefit of Buyer. Except as provided in Section 1.3, all Deposits are to be (a) applied and credited to the Purchase Price upon the Close of Escrow, and (b) released to County as provided in Section 1.2.5. In the event that Buyer fails to make any Deposit as and when due, this Agreement will terminate and, except as otherwise set forth in this Agreement, no party will have further liabilities or obligations under this Agreement.

1.2.5. Purchase Price Balance. Provided all of the other conditions precedent to Buyer’s obligation to purchase the Property are timely satisfied, and upon Escrow Holder delivering written confirmation to Buyer that it is in possession of all documents required from County for the Closing, then prior to the Close of Escrow, Buyer shall deposit with Escrow

Holder by wire transfer, cashier's check, or other immediately available funds, the difference between (a) the Purchase Price, and (b) the Deposits (the "**Purchase Price Balance**").

1.3. Termination. If Buyer does not deliver the Feasibility Approval Notice within the time provided in Section 3.1.2, then (a) the Deposit (excluding the Independent Consideration) and all interest accrued thereon will be returned to Buyer, (b) this Agreement and the Escrow (defined below) will terminate, (c) County and Buyer will share any Escrow termination charges and (d) the parties will have no further liabilities or obligations to one another with respect to this Agreement, except for any liabilities or obligations that expressly survive the expiration or termination of this Agreement (the "**Surviving Obligations**").

1.4. Early Termination. At any time between the expiration of the Feasibility Period and the Close of Escrow, Buyer may, for any or no reason, and in Buyer's sole and absolute discretion, elect to terminate the Agreement by providing written notice of such election to County. In the event of such early termination, the Deposit and any interest accrued thereon will be released to County, and Buyer and County will have no further liabilities or obligations to one another with respect to this Agreement except for the Surviving Obligations; provided, however, that Buyer shall release to County, without representation or warranty, all Buyer Reports, except for any Confidential Reports (each defined in Section 3.1.5).

2. ESCROW AND CLOSING.

2.1. Opening of Escrow. County has opened Escrow No. 622210ala (the "**Escrow**") with First American Title Insurance Company at the address set forth in Section 8.13 below ("**Escrow Holder**" and, when applicable, "**Title Company**"). Immediately upon the mutual execution of this Agreement, the parties shall deposit with Escrow Holder a copy of the fully executed Agreement or executed counterparts thereof.

2.1.1. Escrow Instructions. This Agreement, along with any amendments that Buyer and County may deliver to Escrow Holder, constitutes the joint escrow instructions of Buyer and County to Escrow Holder. If Escrow Holder requires additional mutual instructions, those instructions will contain the general and standard provisions that may reasonably be required by Escrow Holder, provided, however, that no general or standard provisions will modify or amend any provision of this Agreement, unless expressly set forth in writing by mutual consent of Buyer and County. If there is a conflict between any general or standard provisions and the provisions of this Agreement, the provisions of this Agreement control.

2.1.2. Escrow Fees and Other Charges. At the Close of Escrow, (a) County shall pay (i) the County documentary transfer taxes, (ii) any City transfer taxes, and (iii) any recording fees for any documents or instruments for the benefit of County, (b) Buyer shall pay (i) the Escrow Holder's fees, (ii) the premium to obtain the Title Policy (defined in Section 3.3), (iii) any additional premium related to the issuance of the ALTA Policy (defined in Section 3.3), including all endorsements necessary to deliver title in the condition required by this Agreement, and (iv) recording fees for any documents or instruments for the benefit of Buyer, and (c) all other costs related to the transaction are to be paid by the parties in the manner consistent with common practice in Contra Costa County.

2.2. Closing Date. Subject to the satisfaction of the conditions precedent set forth in Section 2.3 and subject to Section 2.6.1 and Section 3.7, the Closing Date, (defined in Section 2.2.1) is to occur on or before the latest to occur of (a) fifteen (15) days after Buyer issues the Feasibility Approval Notice, (b) seven (7) days after final CEQA certification by the City of Pleasant Hill, including the expiration of all applicable appeal periods and final resolution of any litigation or referendum relating to the foregoing, and (c) seven (7) days after County issues a notice of completion confirming that the Demolition/Site Preparation (defined in Section 3.5) has been completed; provided, however, in no event may the Closing Date occur later than June 1, 2021 (“**Outside Closing Date**”), without the prior written consent of the County. Notwithstanding the foregoing, if the Demolition/Site Preparation is not completed by County prior to the Outside Closing Date, then County and Buyer shall work together in good faith to extend the Outside Closing Date and/or to enable Buyer to complete the Demolition/Site Preparation after the Closing.

2.2.1. As used in this Agreement, the terms “**Close of Escrow**,” “**Closing Date**” and “**Closing**” mean the date that Escrow Holder records a Grant Deed for the Property, as provided in Section 2.4.2(a) (the “**Grant Deed**”), in substantial conformity with the form attached hereto as Exhibit B, in the Official Records of Contra Costa County. The Close of Escrow is to take place at the offices of the Title Company.

2.3. Conditions Precedent to Close of Escrow.

2.3.1. Conditions to Buyer’s Obligations. Buyer’s obligation to purchase the Property is subject to the satisfaction of the following conditions or Buyer’s written waiver of the conditions on or before the Closing Date.

a) Buyer’s determination in its sole and absolute discretion that it is both feasible to acquire and develop the Property for residential uses and that Buyer desires to do so. This condition may only be satisfied by Buyer’s delivery of the Feasibility Approval Notice to County and Escrow Holder prior to the expiration of the Feasibility Period.

b) County having timely performed all material obligations to be performed by County pursuant to this Agreement prior to Closing, including without limitation the removal of the Existing Improvements (defined in Section 3.5.1) and completion of the Demolition/Site Preparation (defined in Section 3.5.1) in accordance with Section 3.5.

c) County’s representations, warranties and covenants set forth in this Agreement being materially true as of the Close of Escrow, except as provided in Section 4.1.5.

d) County having obtained any off-site easements, licenses, permits or permissions, as applicable, required by the City of Pleasant Hill in connection with the construction of the Project, including, without limitation, ingress, egress and utility easements.

e) THIS AGREEMENT IS EXPRESSLY CONDITIONED UPON THE PROPERTY CONSISTING OF ONE OR MORE SEPARATE LEGAL PARCELS PRIOR TO THE CLOSING. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS CONDITION IS NOT WAIVABLE BY

EITHER PARTY. THE PARTIES AGREE THAT THIS CONDITION IS IN COMPLIANCE WITH THE SUBDIVISION MAP ACT AS INTERPRETED BY Black Hills Investments, Inc. v. Albertson's, Inc. (2007) 146 Cal.App.4th 883.

f) The Title Company being irrevocably and unconditionally committed to issue to Buyer, as of the Closing Date, the Title Policy covering the Property, subject only to the Permitted Exceptions (defined in Section 3.2.3).

g) There being no litigation pending against County or City with respect to the Property.

h) There being no moratorium, prohibition or any other measure, rule, regulation or restriction, including without limitation, any moratorium on the provision of or hook-up to public utilities, that was not in force as of the date of this Agreement and the effect of which would be a Material Impact (defined in Section 4.1.5) on the Property.

i) County shall have delivered consents, in substantially the form attached hereto as Exhibit C, from BKF Civil Engineering, The Dahlin Group, and VTA Landscape Architecture, consenting to the assignment and transfer of all plans, specifications and work product and rights under all architect's and engineering contracts to Buyer at no cost to Buyer (the "**Consents**").

j) From the delivery of the Feasibility Approval Notice, there having been no change to the Property that constitutes a Material Impact (defined in Section 4.1.5).

k) No Hazardous Materials (defined in Section 4.1.1) having been discovered on the Property after the expiration of the Feasibility Period that exceed the threshold for residential standards and that were not previously disclosed to Buyer in writing and/or properly remediated by County as part of the removal of the Existing Improvements and/or the Demolition/Site Preparation.

l) All other conditions precedent to Buyer's obligations provided in this Agreement having been satisfied and/or waived.

The foregoing conditions precedent are for the benefit of Buyer, and, with the exception of the condition precedent set forth in Section 2.3.1(e) which is not waivable by either party, may be waived in writing by Buyer in its sole and absolute discretion. With the exception of the condition precedent set forth in Section 2.3.1(e), if any one of the conditions precedent set forth in this Section 2.3.1 is not satisfied or waived in writing prior to the Close of Escrow, Buyer shall have the right to either (i) terminate this Agreement, in which event the provisions of Section 2.6.1 will apply, or (ii) proceed to consummate the purchase of the Property.

2.3.2. Conditions to County's Obligations. County's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the condition that Buyer shall have performed all of Buyer's obligations hereunder, and Buyer's representations, warranties, and covenants set forth in this Agreement being true as of the Close of Escrow.

2.4. Closing Documents. The parties shall deposit the following with Escrow Holder at least one business day prior to the Close of Escrow:

2.4.1. Buyer shall deposit:

- a) The Purchase Price Balance.
- b) Buyer's share of the Escrow fees and other charges, taxes and assessments as provided in Section 2.1.2 and Section 2.5.2.
- c) A preliminary change of ownership report executed by Buyer.
- d) An Escrow settlement statement executed by Buyer.

2.4.2. County shall deposit:

- a) An original Grant Deed conveying fee title to the Property to Buyer, subject only to the Permitted Exceptions, executed by County with County's signature acknowledged;
- b) An original affidavit or qualifying statement that satisfies the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, specifically Treasury Regulation Section 1.1445-2(b)(2)(iii), and a Form 593(C) to satisfy the requirements of California Revenue and Taxation Code Sections 18662(e) and 18668 (collectively, the "**Non-Foreign Affidavits**");
- c) An original blanket assignment and bill of sale of all of County's right, title and interest in and to the Entitlements, architectural and other plans, studies, documents, relevant to completing the entitlement of the Land for residential development, any refundable contracts and deposits, warranties, and claims pertaining to the Property and any personal property comprising any part of the Property, substantially in the form attached hereto as Exhibit D (the "**Assignment**");
- d) An owner's affidavit or County's certificate duly executed by County in the form reasonably acceptable to County and Title Company, in connection with the issuance of title insurance, to remove standard exceptions for mechanics liens and parties in possession.
- e) An Escrow settlement statement executed by County.

2.4.3. Additional Documents. County and Buyer shall each deliver any other instruments that Escrow Holder or Title Company may reasonably require or that are otherwise required to proceed to the Close of Escrow and consummate the sale, assignment, transfer and conveyance of the Property to Buyer and the issuance of the Title Policy to Buyer, in accordance with the terms of this Agreement.

2.5. Close of Escrow.

2.5.1. On Close of Escrow, Escrow Holder shall:

- a) Date all undated documents, if any, as of the Closing Date;
- b) Record the Grant Deed in the Office of the County Recorder of the County (and obtain a conformed copy thereof for immediate delivery to Buyer by electronic mail);
- c) Pay any transfer taxes;
- d) Instruct the County Recorder to return the original, recorded Grant Deed to Buyer;
- e) Deliver to County the Purchase Price Balance, less County's share of the Escrow fees and other charges, taxes, and assessments; and
- f) Deliver to Buyer and County the conformed copies of the recorded Grant Deed, the Non-Foreign Affidavits, the Assignment, and deliver to Buyer the ALTA Policy covering the Property, subject only to the Permitted Exceptions.

2.5.2. Escrow Holder shall prorate current, non-delinquent real property taxes and assessments as of the Close of Escrow, based on the most recent tax information and a three hundred sixty (360) day year. If a current tax bill is not yet available, the prorations shall be estimated by Escrow Holder and a final settlement shall occur after Closing when the current tax bills are received. County may pay its portion of the taxes and assessments using the proceeds of the Close of Escrow.

2.5.3. Upon Close of Escrow, County shall convey title to the Property to Buyer, subject only to the Permitted Exceptions, free and clear of any mechanics' or other liens, leases, tenancies and any rights of parties in possession.

2.6. Failure to Close; Termination.

2.6.1. Failure to Close Without Default. If the Close of Escrow does not occur because one or more of the conditions precedent to the Close of Escrow set forth in Section 2.3 has not been satisfied or waived by the party benefitted by the condition, and neither party is in default, then the party benefitted by the condition may elect to waive the failure of condition or terminate this Agreement by giving written notice to the other party and Escrow Holder, provided that if no affirmative election is made within five (5) business days after the scheduled Closing Date, then the benefitted party will be deemed to have terminated (provided that the condition of legal lot compliance set forth in Section 2.3.1(e) is not waivable by any party). Nothing contained in this Section 2.6 precludes a party from enforcing its rights and remedies under Section 2.6.2 or Section 2.6.3 in the event of a default by either party. In the event of termination without default by either party:

- a) Buyer shall provide to County the Buyer Reports, as provided in Section 3.1.5.

b) Escrow Holder shall return to Buyer the Deposit and any other sums deposited by Buyer being held by Escrow Holder, and all accrued interest thereon, subject only to satisfaction of the requirements of clause (a) of this Section.

c) County will have no further obligation to sell to Buyer, and Buyer will have no further obligation to purchase, the Property.

d) This Agreement will terminate, and the parties will have no further liabilities or obligations under this Agreement, except for the Surviving Obligations.

2.6.2. Buyer's Default. (a) Buyer has five (5) business days after County delivers written notice of default to Buyer within which to cure any default under this Agreement; provided, however, if Buyer's default is the failure to close Escrow when obligated, Buyer has only two (2) business days after delivery of notice within which to cure the default, and further provided that no notice of default is required with respect to Buyer's failure to pay any Deposit when due as provided in Section 1.2, and further provided that no notice of default is required with respect to Buyer's failure to provide any notice to County, including without limitation, the Feasibility Approval Notice (Section 3.1.2), the list of Disapproved Exceptions or any other notice related to the condition of title (Section 3.2), Buyer's notice of election of remedies (Section 2.6.3), Buyer's response to the notice of condemnation or casualty (Section 5), and Buyer's notice of assignment (Section 8.12). County's notice of default must describe the nature of Buyer's default in reasonable detail so that Buyer is notified of the steps and actions Buyer must effect to cure the default, and in the case of a default other than a failure to close Escrow when obligated, if the default cannot be reasonably cured within five business days, Buyer will have such longer period as may be necessary to cure, so long as Buyer commences to cure within the five business day period and diligently pursues the cure to completion, provided that in no event will the cure period exceed twenty (20) business days. If Buyer fails to cure the default within the applicable cure period, Buyer will be in breach. If Buyer's breach is the failure to close Escrow as required under this Agreement, then County's sole remedy will be as provided in Section 2.6.2(b). If Buyer's breach is other than the failure to close Escrow as required under this Agreement, then County's sole remedy will be to bring an action against Buyer only for actual damages incurred by County, provided that Buyer will have no liability for any special, incidental, consequential, punitive or other damages.

(b) BUYER AND COUNTY EACH AGREE THAT IF BUYER MATERIALLY DEFAULTS UNDER THIS AGREEMENT BY FAILING TO CONSUMMATE THE PURCHASE AND SALE OF THE PROPERTY AFTER PROVIDING THE FEASIBILITY APPROVAL NOTICE FOR ANY REASON OTHER THAN (i) COUNTY'S MATERIAL DEFAULT OR BREACH, (ii) THE FAILURE OF ANY OF THE CONDITIONS DESCRIBED IN SECTIONS 2.3.1(b) THROUGH (l) ABOVE, OR (iii) THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH SECTION 1.4, SECTION 3.2.4, SECTION 4.1.5, OR SECTION 5, THE DAMAGES TO COUNTY WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN, AND THAT THEREFORE, IN SUCH EVENT BUYER WILL BE IN DEFAULT AND THE DEPOSIT WILL SERVE AS LIQUIDATED DAMAGES FOR THE DEFAULT BY BUYER, AS A REASONABLE ESTIMATE OF ANY AND ALL DAMAGES TO COUNTY RESULTING FROM SUCH DEFAULT,

INCLUDING WITHOUT LIMITATION COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HEREWITH. RETENTION OF THE DEPOSIT IS COUNTY'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER UPON ANY SUCH DEFAULT AS PROVIDED ABOVE, AND COUNTY WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST BUYER, INCLUDING WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO COUNTY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. COUNTY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON ANY SUCH DEFAULT BY BUYER HEREUNDER, THIS AGREEMENT WILL BE TERMINATED AND NEITHER PARTY WILL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF COUNTY TO RETAIN THE DEPOSIT. NOTWITHSTANDING THE FOREGOING, HOWEVER, THIS SECTION DOES NOT LIMIT COUNTY'S RIGHTS TO RECEIVE REIMBURSEMENT FOR ITS ATTORNEYS' FEES IN AN ACTION TO ENFORCE THIS PROVISION OR AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR WAIVE OR AFFECT COUNTY'S OR BUYER'S RIGHTS AND OBLIGATIONS UNDER OTHER SECTIONS OF THIS AGREEMENT THAT ARE SURVIVING OBLIGATIONS (WHICH ARE NOT LIMITED BY THIS SECTION 2.6.2).

Buyer's Initials: _____

County's Initials: _____

2.6.3. County's Default. If County materially defaults under this Agreement, then Buyer may pursue the following remedies, and Buyer waives the right to pursue any other remedies except as follows:

(a) To terminate this Agreement, provided such termination is effective only upon delivery of written notice of termination from Buyer to Escrow Holder and County, in which event Escrow Holder will automatically return to Buyer the Deposit and all accrued interest thereon and any other sums deposited by Buyer (to the extent then held in Escrow and not released to County), together with liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00), and (i) reimbursement of up to Two Hundred Fifty Thousand Dollars (\$250,000.00) for the costs actually incurred by Buyer in obtaining Buyer Entitlements (defined in Section 3.6) if the breach or default by County occurs after the end of the Feasibility Period and on or before December 31, 2020, and (ii) reimbursement of up to Five Hundred Thousand Dollars (\$500,000.00) for the costs actually incurred by Buyer in obtaining Buyer Entitlements if the breach or default by County occurs after the end of the Feasibility Period and after December 31, 2020; provided, in either instance, Buyer must provide to County (1) proof of any payment for which reimbursement is sought, (2) a copy of any contract pursuant

to which reimbursement is sought, and (3) the assignment to County of any contract for which reimbursement is sought.

OR

(b) To keep this Agreement in effect and pursue specific performance of this Agreement in which event Buyer may record a notice of pendency of action against the Property.

Buyer shall elect from the foregoing remedies within thirty (30) days after the scheduled Closing Date. If Buyer does not make an affirmative election timely within the thirty (30) day period, Buyer will be deemed to have elected option (a) above (termination) and to have irrevocably waived its right to pursue option (b) (specific performance).

2.6.4. Escrow Fees on Default. If the failure to close is due to the default of one of the parties, the defaulting party shall bear the sole and full liability for paying any Escrow cancellation fee.

2.6.5. Limit on Remedies. Notwithstanding anything to the contrary contained in this Agreement, in no event will either party be liable for any speculative, consequential or punitive damages. No person, acting solely in his or her representative capacity, for example, as a trustee of a trust, manager or member of a limited liability corporation, or officer of a corporation, that is a party to this Agreement, has any personal liability for the actions of the parties pursuant to this Agreement.

3. ACTIONS PENDING CLOSE OF ESCROW.

3.1. Investigation of the Property.

3.1.1. Delivery of Seller's Reports. Prior to the Agreement Date, County has made available to Buyer at the following electronic document delivery site: <https://landadvisors.sharefile.com/home/shared/fo4f7d1a-719f-44a9-8408-5a4ea84ab2c6> studies, reports, agreements, documents, plans, permits and entitlement documents relating to the Property (collectively the "**Seller's Reports**"). Buyer acknowledges that except as expressly provided in Section 4.1, County has not made any representation or warranty of any nature concerning the completeness or factual accuracy of any documents delivered or made available for inspection by County to Buyer, including, without limitation, the Seller's Reports, and that Buyer has undertaken all such inspections of the Property as Buyer deems necessary and appropriate and that Buyer is relying solely upon such investigations and not on any of the Seller's Reports or any other information provided to Buyer by or on behalf of County, except for the representations and warranties of County expressly set forth in Section 4.1 of this Agreement. As to the Seller's Reports, Buyer specifically acknowledges that certain of the Seller's Reports have been prepared by third parties with whom Buyer has no privity, are based on information available from public sources over which County has no control and which may be subject to change, may contain errors, mistakes and omissions, and are provided solely as a courtesy to Buyer. Buyer acknowledges and agrees that, except as expressly provided in this Agreement, no warranty or representation, express or implied, has been made, nor will any be deemed to have been made, to Buyer with respect thereto, including any right of Buyer to rely on

same, either by County or by any third parties who prepared the same. Notwithstanding the foregoing, to the extent any of Seller's Reports are copies, County represents and warrants that each such document is an accurate and complete replica of the original in County's files. Any Seller's Reports which are not currently in County's possession or control but which subsequently come into County's possession or control shall be delivered promptly by County to Buyer and Buyer shall have five (5) days following receipt thereof (and the Closing shall be extended as necessary to provide such five (5) day period) within which to review such additional Seller's Reports. In the event that any such additional Seller's Reports render any of County's representations hereunder materially inaccurate and have a Material Impact, then this Agreement, in Buyer's sole and absolute discretion, shall terminate, Escrow Holder shall return the Deposit and all interest accrued thereon to Buyer, the Escrow shall be cancelled, and Buyer and County shall have no further liabilities or obligations to one another with respect to this Agreement except for the Surviving Obligations.

3.1.2. Feasibility Period. Buyer shall have until 5:00 P.M. Pacific Time on the date that is forty-five (45) days after the Agreement Date (the "**Feasibility Period**") to review the suitability of the Property for Buyer's use and development (the "**Feasibility Inspection**"), including, without limitation, any governmental land regulations, zoning ordinances, development costs, financial and market feasibility, all covenants, conditions and restrictions and other contracts, agreements or documents affecting the Property, proposed or existing assessment districts affecting the Property, the status of the entitlement or development condition of the Property, and the physical condition of the Property, including soil and geological assessments (the "**Feasibility Matters**"), and to deliver to County and Escrow Holder, in Buyer's sole and absolute discretion, written notice of Buyer's approval of the Feasibility Matters (the "**Feasibility Approval Notice**"). County shall cooperate fully with Buyer during the Feasibility Period. If Buyer does not deliver the Feasibility Approval Notice before the expiration of the Feasibility Period, then Buyer will be deemed to have disapproved of the Feasibility Matters, this Agreement will automatically terminate, and the provisions of Section 1.3 will apply. Time is strictly of the essence with regard to this provision.

3.1.3. Natural Hazard Disclosure Act. Within ten (10) days after the Agreement Date, County will cause Escrow Holder to deliver a report to Buyer ("**Natural Hazards Disclosure Report**") disclosing those areas identified as natural hazards in the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4, and 51183.5, and California Public Resources Code Sections 2621.9, 2694, and 4136, and any successor statutes or laws ("**Natural Hazard Areas**"). Buyer acknowledges that the Natural Hazards Disclosure Report will be prepared by First American Natural Hazards on behalf of the County. Buyer acknowledges and agrees that nothing contained in the Natural Hazards Disclosure Report shall release Buyer from its obligation to fully investigate the condition of the Property, including, without limitation, whether the Property is located in any Natural Hazard Areas. Buyer further acknowledges and agrees that the matters set forth in the Natural Hazards Disclosure Report may change on or prior to the Close of Escrow and that County has no obligation to update, modify, or supplement such documents.

3.1.4. Confidentiality. To the extent permitted by law, Buyer and County shall maintain as confidential any information marked "Confidential" or "Proprietary" by the disclosing party that is disclosed in connection with this Agreement, which may include non-

public information of a sensitive commercial nature and technical, marketing, financial, personnel, planning, and other similar information (“**Confidential Information**”). County will not disclose Confidential Information to any person without Buyer’s specific prior written authorization, except that County may disclose Confidential Information without Buyer’s specific prior written authorization: (a) on a need-to-know basis to representatives of County, its agents, employees, contractors, or subcontractors for purposes relating to carrying out the terms of this Agreement; (b) in accordance with federal, state or local statute or regulation; or (c) in accordance with a judicial or other governmental order. Notwithstanding anything contained herein to the contrary, County is a political subdivision of the State of California and is, therefore, subject to the California Public Records Act (California Government Code sections 6250 et seq., the “**Act**”). Any Confidential Information that County may be obligated to disclose under Federal, California or local law may be released and disclosed by County pursuant to the Act and other applicable laws, and any such release or disclosure shall not in any way constitute a breach of this Agreement, nor shall County be liable to Buyer for such release or disclosure. In the event County receives a request for disclosure of Confidential Information that Buyer has specifically marked “Confidential” or “Proprietary,” County shall provide Buyer with written notice of such request.

3.1.5. Return of Seller’s Reports and Production of Buyer’s Reports. In the event that the Closing does not occur for any reason whatsoever, Buyer shall promptly return to County copies of all due diligence materials delivered by County to Buyer, including any Seller’s Reports, and shall destroy all copies and abstracts thereof in Buyer’s possession or control. Notwithstanding the foregoing, (a) Buyer may retain, for corporate governance purposes, copies of all due diligence materials delivered by County to Buyer, including any Seller’s Reports that are used in any presentation to Buyer’s board of directors or other committee required to consider the proposed transactions contemplated herein, (b) Buyer may retain copies of all due diligence materials delivered by County to Buyer, including any Seller’s Reports to the extent Buyer is required to do so by applicable laws, and (c) neither Buyer nor Buyer’s partners, members, officers, directors, employees, agents, attorneys, accountants, lenders or representatives is required to expunge any system back-up media such as copies of any computer records or files containing due diligence materials delivered by County to Buyer, including any Seller’s Reports, which have been created pursuant to automatic archiving or back-up procedures that cannot reasonably be expunged without material expenses or effort. As additional consideration for the transaction contemplated herein, upon such termination Buyer shall provide to County copies of all environmental reports, biological reports, geotechnical reports, and any architectural, landscaping and engineering plans prepared for and obtained by Buyer with respect to the Property which were developed by Buyer or prepared by consultants retained by Buyer in contemplation of Buyer’s purchase and development of the Property and prior to the termination (collectively, the “**Buyer Reports**”), which Buyer Reports are to be delivered to County subject to the rights of the parties who prepared the same and without any representation or warranty by Buyer as to the completeness or accuracy of the Buyer Reports or any other matter relating thereto, and without any obligation of Buyer to complete any unfinished Buyer Reports as of the date of termination. Notwithstanding the foregoing, the Buyer Reports provided by Buyer to County shall exclude any Buyer Reports containing any confidential financial, business or similar proprietary information (“**Confidential Reports**”). In addition, as an obligation that survives the termination of this Agreement, upon termination of this Agreement without the Closing occurring, except as a result of County’s default, promptly

following written request by County, Buyer shall assign to County, to the extent assignable, all of Buyer's right, title and interest in and to the Buyer Reports (except any Confidential Reports) at no out-of-pocket cost or liability to Buyer, and, to the extent permitted, execute any documents reasonably required by any third-party preparer of a Buyer Report in order to authorize or permit County to rely on and use such Buyer Report, provided that Buyer is not required to make any representations or warranties or assume any liability or obligations by virtue of such additional documents. The obligations of this Section 3.1.5 shall survive the termination of this Agreement.

3.2. Title Review.

3.2.1. Title Report. County shall cause the Title Company to furnish Buyer with a Preliminary Title Report for the Property with a date that is no earlier than the Agreement Date, together with legible copies of all documents referenced therein as exceptions to title (collectively, the "PTR") at County's expense.

3.2.2. Title Notices. Buyer has twenty (20) days following receipt of the PTR to deliver to County and Escrow Holder written notice (the "**Preliminary Title Notice**") of Buyer's disapproval of the title matters disclosed in the PTR ("**Disapproved Exceptions**"). All matters not timely disapproved by Buyer will be deemed approved.

a) If Buyer timely delivers a Preliminary Title Notice, County will have ten (10) days after receipt of the Preliminary Title Notice to indicate which, if any, of the Disapproved Exceptions County desires an opportunity to cure or terminate of record. County's failure timely to respond will be deemed County's statement that County is not willing or able to attempt to cure or terminate of record any of the Disapproved Exceptions on or before the Closing Date. If County timely delivers or is deemed to have delivered written notice indicating that County is not willing or able to attempt to cure or terminate of record one or more Disapproved Exceptions, Buyer will have until five (5) business days after its receipt of County's notice to either (i) terminate this Agreement (in which event the provisions of Section 2.6.1 will apply); or (ii) waive its objections to any Disapproved Exceptions that County has indicated it will not cure or terminate of record by delivering written notice (the "**Title Approval Notice**") to County and Escrow Holder. In the event that County advises Buyer that County will attempt to terminate of record or cure with an endorsement acceptable to Buyer in its reasonable discretion, any matter to which an objection is made, County shall use commercially reasonable efforts to terminate of record or cure with an endorsement acceptable to Buyer in its reasonable discretion, such matter at or prior to Closing. If County fails to terminate of record or cure with an endorsement acceptable to Buyer in its sole discretion, any such matter that it has agreed to terminate of record or cure with an endorsement acceptable to Buyer in its reasonable discretion, at Buyer's sole and exclusive option, this Agreement shall terminate, the Deposit and all interest accrued thereon shall be returned to Buyer by Escrow Holder, the Escrow shall be cancelled, and the parties shall thereafter be release from all liabilities and obligations to one another with respect to this Agreement except for any Surviving Obligations. Notwithstanding the foregoing, County's failure to remove Monetary Liens (defined in Section 3.2.3) or other Disapproved Exceptions County has committed to remove shall be a default hereunder.

3.2.3. Permitted Exceptions. "**Permitted Exceptions**" means (a) the Declaration of Restrictive Covenant for Accessory Dwelling Units in substantially the form attached hereto

as Exhibit E, which restrictive covenant will be recorded against the Property prior to Closing; and (b) all exceptions appearing in the Title Policy that are (i) standard pre-printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; (iii) the title exceptions shown in the PTR, and any supplement thereto, other than those title exceptions that (1) are Disapproved Exceptions that County has agreed to terminate of record or otherwise cure with an endorsement acceptable to Buyer in its reasonable discretion (provided that any title exception that County has agreed to endorse over is a Permitted Exception conditioned on the issuance of such endorsement), and (2) Monetary Liens (defined below); (iv) all of the documents and instruments to be recorded in accordance with the terms of this Agreement, including without limitation any lien or encumbrance required as a condition of the Tentative Map or the Final Map; (v) all matters that would be disclosed by an inspection and/or survey of the Property; (vi) any liens, easements, encumbrances, covenants, conditions and restrictions of record created by or through the actions of Buyer, and (g) any other title exceptions pre-approved in writing by Buyer. The parties acknowledge that the following (collectively, “**Monetary Liens**”) are Disapproved Exceptions without Buyer’s written objection: (y) any mortgages, deeds of trust or mechanics liens, materialmen’s liens, judgment liens, or other monetary liens or monetary encumbrances on the Property; and (z) any delinquent real estate taxes or assessments, excluding current installment of non-delinquent real property taxes and assessments. County shall pay, satisfy and cause to be terminated of record all Monetary Liens at or prior to Closing.

3.2.4. New or Additional Exceptions. Following execution of this Agreement, if Title Company issues any supplement to the PTR that discloses any exceptions not shown on the PTR, then the new exceptions are subject to the review process provided above in this Section 3.2 (unless the new exceptions arise from the acts or omissions of Buyer), except that Buyer shall provide a revised Preliminary Title Notice to County and Escrow Holder within five (5) business days after Buyer’s receipt of the supplement to the PTR and County will have five (5) business days to respond to any new Disapproved Exceptions. In such event County will have the same option (but not the obligation) to remove or cure any new Disapproved Exceptions with an endorsement acceptable to Buyer in its reasonable discretion, and Buyer will have the same option to accept title subject to such matters or to terminate this Agreement as those that apply to any notice of objections made by Buyer as provided above, and in the event of such termination, the provisions of Section 2.6.1 will apply. If County elects, in its sole discretion, to attempt to remove or cure any new Disapproved Exception with an endorsement acceptable to Buyer in its reasonable discretion, the date for Closing will automatically be extended by a reasonable additional time period not to exceed thirty (30) days if necessary to effect such removal or cure. Notwithstanding the foregoing, County’s failure to remove any new Monetary Liens (defined in Section 3.2.3) or other new Disapproved Exceptions that County has committed to remove, will be a default under this Agreement.

3.3. Title Policy. Buyer’s obligation to proceed to the Close of Escrow is conditioned upon the irrevocable and unconditional commitment by Title Company to issue a CLTA Owner’s Policy of Title Insurance with such endorsements as Buyer may require and which Title Company commits to provide prior to the expiration of the Feasibility Period (the “**Title Policy**”), showing title to the Property vested in Buyer in fee simple with liability equal to the Purchase Price, subject only to the Permitted Exceptions, provided that the issuance of the foregoing endorsements does not delay the Closing or impose additional risk or obligation on

County (except as provided in Section 2.4.2(d)), and any additional costs incurred in connection with the issuance of such endorsements will be Buyer's sole responsibility. Notwithstanding the foregoing, Buyer requests that the title policy be a 2006 ALTA extended coverage Owner's Policy (the "**ALTA Policy**") instead of the Title Policy. The Title Company shall issue the ALTA Policy to Buyer instead of the Title Policy so long as: (a) Buyer pays any additional premium on account thereof and satisfies all other conditions imposed on Buyer by Title Company related to the issuance of the ALTA Policy, (b) the Close of Escrow will not be delayed beyond the Closing Date because of, or conditioned upon such requirement, and (c) if required by the Title Company, Buyer has provided to the Title Company, at its own expense, an ALTA/NSPS Land Title Survey of the Property or an Express Map from the Title Company. County agrees to provide a seller's affidavit in form reasonably acceptable to County concerning claims for mechanics liens and possessory interests as may be required by the Title Company in order to issue such policy.

3.4. Access and Testing. At any time during the term of this Agreement, upon one (1) business day advance written notice to County, Buyer and its agents, officers, employees, consultants, contractors and subcontractors of every tier ("**Buyer's Representatives**") have the right to enter the Property to conduct any investigations, inspections and tests of the Property as Buyer deems necessary to evaluate the condition and suitability of the Property, including without limitation the Feasibility Inspection, and all other purposes related to the acquisition and development of the Property contemplated by Buyer and as necessary to obtain all approvals and entitlements to enable Buyer to develop the Property. Without limiting the foregoing, Buyer shall have the right to perform a complete environmental audit of the Property, including without limitation Phase I and Phase II soils tests and any other technical studies (collectively, the "**Feasibility Studies**"). The Feasibility Studies may include environmental site assessments and other Hazardous Materials evaluations, an EIR, traffic studies, noise studies, water quality and availability studies, biological studies, air quality studies, archeological and paleontological studies, seismic and slope stability studies, and any and all other studies Buyer may deem necessary or appropriate in Buyer's sole discretion. After completion of Buyer's investigations, Buyer shall use care and consideration in connection with all of its inspections or tests. Buyer shall restore the Property as near as reasonably possible to its condition immediately prior to Buyer and Buyer's Representatives' entry onto the Property, and due solely thereto. Notwithstanding the foregoing, if Buyer desires to do any testing that would be invasive to the Property ("**Intrusive Tests**"), Buyer shall provide County with prior written notice of the same, and may not proceed with such testing unless County approves of the same in writing, which approval may be withheld or conditioned by County in County's reasonable discretion. Prior to any entry on the Property by Buyer before the Close of Escrow, Buyer shall secure and maintain: (a) a comprehensive general liability and property damage policy in an amount of not less than Two Million Dollars (\$2,000,000), covering the activities of Buyer and Buyer's Representatives on the Property and naming County an additional insured thereunder, and (b) workers' compensation and employer's liability insurance in accordance with the provisions of California law. On written request by County, Buyer shall provide a certificate of insurance to County evidencing the insurance required herein. Buyer shall indemnify, defend (with single counsel reasonably satisfactory to County) and hold County harmless from and against any and all claims (including, without limitation, claims for mechanic's liens or materialman's liens), causes of action, demands, obligations, losses, damages, liabilities, judgments, costs, and expenses, and/or injury to person or property resulting from, related to, or arising out of the acts of Buyer and

Buyer's Representatives on the Property in connection with the performance of any investigation or other activities upon the Property as contemplated herein. The foregoing indemnity, defense and hold harmless obligations do not apply to the extent of (a) any loss, liability cost, claim, damage, injury or expense to the extent arising from or related to the acts or omissions of County, (b) any diminution in value in the Property arising from or relating to matters discovered but not negligently exacerbated by Buyer during its investigation of the Property, (c) any latent defects in the Property discovered but not negligently exacerbated by Buyer, and (d) the release or spread of any Hazardous Materials that are discovered (but not deposited) on or under the Property by Buyer.

3.5. Demolition/Site Preparation.

3.5.1. Demolition/Site Preparation Work. County shall cause all existing structures and improvements designated for removal on Sheet One of the site plan entitled Oak Park Properties Demolition and Site Leveling Plan, which was prepared by BKF Engineers (the "**Civil Engineer**"), and dated April 9, 2020 (the "**Site Plan**"), attached hereto as Exhibit F including the existing solar panels installed on the library that are subject to the Power Purchase Agreement (defined in Section 4.1.1(h)) (collectively, the "**Existing Improvements**"), to be removed, with all asbestos-containing materials and lead-based paint properly remediated to applicable residential standards and the work performed in accordance with all applicable laws and requirements. After removing the Existing Improvements, the County shall rough grade the site to a "sheet grade condition," as depicted on Sheet Two of the Site Plan, attached hereto as Exhibit G (the "**Demolition/Site Preparation**"). The County shall cause the Demolition/Site Preparation to be performed with an elevation tolerance to one-tenth (.1) foot accuracy vertically and one-half (0.5) foot accuracy horizontally of the grade set forth in the approved grading plans in accordance with all applicable construction industry standards, all SWPPP requirements and procedures (with all storm water management permits in place and paid and erosion control measures in place and maintained in good condition), all of the plans and specifications applicable thereto, and all applicable regulations, ordinances, permits, approvals, or requirements of any governmental authority (collectively, the "**Applicable Standards**").

3.5.2. Completion of Demolition/Site Preparation Work. The Demolition/Site Preparation work shall be deemed complete or to have been completed on the latest to occur of the date (a) County has performed the Demolition/Site Preparation work, including any corrective work identified during the Walkthrough (defined in Section 3.5.3), in accordance with the Applicable Standards; (b) County has obtained and delivered to Buyer a certification executed by the Civil Engineer certifying that the Demolition/Site Preparation has been completed in accordance with the Applicable Standards ("**Engineer's Certification**"); and (c) any and all mechanic's liens that have been recorded or stop notices that have been delivered with respect to the removal of the Existing Improvements and the Demolition/Site Preparation work have been paid, settled or otherwise extinguished, discharged, released, waived or bonded.

3.5.3. Demolition/Site Preparation Inspection. Within five (5) business days of County's delivery of the Engineer's Certificate to Buyer, if Buyer so requests, Buyer and Seller shall conduct a walk through site inspection of the Property ("**Walkthrough**") to confirm that the removal of the Existing Improvements and the Demolition/Site Preparation work have been completed to Buyer's reasonable satisfaction; provided, however, that if Buyer does not

undertake the Walkthrough within such five (5) day period, then Buyer shall be deemed to have waived its right to conduct such Walkthrough. In the event that any outstanding work is identified during the Walkthrough, County shall complete such outstanding work to Buyer's reasonable satisfaction as promptly as reasonably possible. Any such outstanding work shall be completed in accordance with the provisions of Section 3.5.1 and Section 3.5.2 and subject to Buyer's right upon completion of any such outstanding work to complete a further Walkthrough as provided in this Section 3.5.3.

The provisions of this Section 3.5 shall survive the Closing.

3.6. Buyer's Entitlements Processing. From and after the date on which Buyer provides the Feasibility Approval Notice, County authorizes Buyer during the term of this Agreement to pursue and attempt to obtain the approvals and entitlements necessary or appropriate for the development and sale of thirty four (34) single family homes on the Property pursuant to the Tentative Map as Buyer deems appropriate in Buyer's sole discretion (collectively, the "**Buyer Entitlements**") as further described below in Section 3.6.1, provided that none of the Buyer Entitlements: (a) create a binding financial obligation upon County or encumber the Property with additional tax, fee, assessments, or other payment obligations prior to the Closing; (b) change the currently permitted land use approvals, permits or other entitlements of the Property such that County cannot develop thirty four (34) single family residences on the Property in accordance with the Oak Park Properties Specific Plan; (c) seek approvals or entitlements for more residential units than currently permitted by the City pursuant to the Tentative Map; or (d) seek to modify, amend or alter any of the conditions of approval of the current Tentative Map that would materially alter the Project. Prior to the Closing, Buyer shall not seek any Buyer Entitlements that are not consistent with the requirements set forth above, without first obtaining County's prior written consent, in its sole and absolute discretion.

3.6.1. The Buyer Entitlements include any and all applications, plans, and approvals related to Buyer's specific development plans for the Property, including, Buyer's architectural plans for homes contemplated to be constructed by Buyer on the Property in accordance with the Tentative Map for the Project.

3.6.2. Buyer shall keep County reasonably informed of the status of any Buyer Entitlement processing by providing to County regular written status reports, promptly delivering to County copies of all documentation that is materially related to the Buyer Entitlements, and ensuring that County has reasonable notice of and opportunity to attend all public hearings and material meetings with public agencies related to the Buyer Entitlements. County shall, at no cost or expense to County, other than general overhead costs and expenses, cooperate with and assist Buyer in the processing of such items, including without limitation attending meetings with governmental authorities relating to the same, and to the extent necessary or appropriate, executing all such items and materials as are reasonably required consistent with this Section 3.5. In the event of the termination of this Agreement prior to Closing, except in the event of a termination caused by a material default by County, (a) Buyer shall expressly assign to County upon the termination all Buyer Entitlements (including any and all applications therefor and/or interim approvals obtained in connection therewith) that do not already run with the land and are assignable, and (b) Buyer shall refrain from taking any actions or making any communications

that could interfere with County's subsequent processing of the Buyer Entitlements. The obligations of Buyer under this Section 3.6.2 shall survive the termination of this Agreement.

3.7. Covid-19 Pandemic. The parties acknowledge that as of the Agreement Date, a global pandemic associated with the novel coronavirus causing the Covid-19 disease ("**Covid-19 Pandemic**") has caused a public health emergency which has had, and is anticipated to continue to have, a significant and widespread impact upon the conduct of normal day-to-day business activities by both governmental and private business entities, the duration and scope which it is currently impossible to determine. Accordingly, Buyer and County acknowledge and agree that in the event of any delay, disruption, or other circumstances arising from the Covid-19 Pandemic ("**Covid-19 Delay**") that materially impacts the ability of Buyer or County to perform their respective obligations within the time period or by the deadline provided under this Agreement, the parties will confer and cooperate with one another to reach a commercially reasonable and mutually acceptable resolution, including, without limitation, the tolling on a day-for-day basis for up to fourteen (14) days (subject to reasonable extension as necessary upon the mutual agreement of County and Buyer) of any time periods and/or deadlines under this Agreement that cannot be met as a result of a Covid-19 Delay, for example (but without limitation) the duration of the Feasibility Period under Section 3.1.2 and the Closing Date under Section 2.2.1.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1. County's Representations and Warranties.

4.1.1. Limited County's Representations and Warranties. Notwithstanding anything to the contrary contained in this Agreement, County makes no representations or warranties to Buyer with regard to the Property except as follows:

a) County is a political subdivision of the State of California. County has the full right, capacity, power, and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly authorized and entered into by County and the parties signing on behalf of County, and upon delivery to and execution by Buyer, will be a valid and binding agreement of County.

b) Except as identified in the PTR, County has not alienated, encumbered, transferred, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so (other than this Agreement), nor will County do so prior to the Close of Escrow. By entering into and performing the transactions contemplated by this Agreement, County will not violate or breach any agreement, covenant or obligation binding on County, and County may convey the Property to Buyer without the consent of any third party.

c) To County's Actual Knowledge (defined in Section 4.1.2), and except as may be disclosed to Buyer in Seller's Reports, neither County nor any third party has used, generated, transported, discharged, released, manufactured, stored or disposed any Hazardous Material from, into, at, on, under or about the Property in violation of any Environmental Law. To County's actual knowledge and except as may be disclosed to Buyer in

Seller's Reports, (a) the Property is not in violation, nor is currently under investigation for violation of any Environmental Law; (b) there has been no migration of any Hazardous Material from, into, at, on, under or about the Property in violation of any Environmental Law; and (c) there is not now, nor has there ever been on or in the Property any landfill, garbage dump, disposal or transfer facility, or underground storage tanks or surface or below-grade impoundments used to store, treat or handle Hazardous Materials or debris or refuse buried in, on or under the Property.

The term "**Hazardous Material**" as used herein shall mean any hazardous or toxic substances, materials, chemicals, or wastes in any form and in any concentration that is or becomes, prior to the close of escrow, regulated by the United States or any state or local government authority having jurisdiction over the Property (including any present order or agreement imposing liability or standards concerning any such substances, materials, chemicals, or wastes and any future such order or agreement that becomes effective prior to the close of escrow), and includes without limitation: any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 United States Code sections 9601-9675); any "hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (RCRA) (42 United States Code sections 6901-6992k); petroleum products; volatile organic compounds; radioactive materials; asbestos and lead paint, in any form or condition; and substances or compounds containing PCBs. The term "**Environmental Law**" as used herein shall mean any federal, state, or local law, ordinance or regulation, or any order, demand or guidance document of any governmental agency, relating to Hazardous Materials.

d) To County's Actual Knowledge and except as may be disclosed to Buyer in Seller's Reports, there is no pending or threatened litigation, claim, suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including without limitation eminent domain, condemnation, assessment district or zoning change proceeding, or similar proceedings, before any court, tribunal or agency pending or threatened, or any judgment, moratorium or other governmental policy or practice that affects the Property or any portion thereof, or Buyer's anticipated development of the Property, or County's ability to perform hereunder, nor does County know of any fact that might give rise to an action, investigation or proceeding.

e) Except as disclosed in the PTR or in Seller's Reports or as otherwise provided in this Agreement, County has not made any legally binding commitment, agreement or representation to any government authority, or any adjoining or surrounding property owner or any other third party, that would in any way be legally binding on Buyer or would interfere with Buyer's ability to develop and improve the Property or any part thereof as a residential development.

f) County is not bankrupt or insolvent under any applicable Federal or state standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and to County's Actual Knowledge has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. County is not entering into the transactions described in this Agreement intending to defraud any creditor or to prefer the rights of one creditor to any other. County has negotiated this Agreement at

arm's length from Buyer and the consideration paid represents fair value for the assets being transferred.

g) To County's Actual Knowledge and except as may be disclosed to Buyer in Seller's Reports, there are no leases, rental agreements or licenses encumbering the Property.

h) There are no liens or security interests securing any indebtedness or obligation by the Property, except (i) normal and valid real estate taxes and non-delinquent assessments of record; (ii) the Power Purchase Agreement dated October 1, 2010, between County and Main Street Power Company, Inc. ("**Power Purchase Agreement**"), the County's obligations under which are, and at all times prior to Closing shall be, paid current, and which Power Purchase Agreement shall be removed by County at no cost to Buyer at or before Closing; (iii) the Option Agreement and Agreement to Settle Litigation between County and the Pleasant Hill Recreation and Park District, which was recorded in the official records of Contra Costa County on May 11, 2017, as DOC-2017-0082234-00, as amended by a first amendment recorded in the official records of Contra Costa County on December 15, 2019, as DOC-2019-0218171 (the "**Option Agreement**"), which Option Agreement shall be removed by County at no cost to Buyer at or before Closing; and (iv) the deeds of trust and liens of record referred to in the PTR, all of which are, and at all times shall be, paid current and non-delinquent by County and shall be removed by County at no cost to Buyer at or before Closing.

i) Except as disclosed to Buyer in writing, County has not received any written notice of any violation of any applicable federal, state and local laws, statutes, ordinances, codes and covenants, conditions and restrictions of record, including, but not limited to, zoning, building, subdivision, pollution, water disposal, health, fire and safety engineering codes, and the rules and regulations of any Agency having jurisdiction over the Property, or any portion thereof, with respect to any condition that has not been cured.

j) Except as disclosed to Buyer in writing, County has received no written notices from any public agency or entity having jurisdiction over the Property that the Property is in violation of any requirements imposed by the State Water Resources Control Board with respect to any requirement of a Storm Water Pollution Prevention Plan.

k) There are no mechanic's or materialmen's liens, or similar claims or liens now asserted against the Property for work performed or commenced prior to the Agreement Date other than as described in the PTR.

l) To County's Actual Knowledge, neither this Agreement, the Seller's Reports, nor any of the exhibits hereto, nor any document, certificate, or statement referred to herein or furnished to Buyer in connection with the transaction contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the Agreement Date) contains any untrue statement of material fact, or omits to state a material fact in any way concerning the Property, or otherwise affecting or concerning the transaction contemplated hereby. All Seller's Reports and all other documents delivered to Buyer by or on behalf of County, are true, correct, and complete copies of what they purport to be. The Seller's Reports delivered to Buyer include

all of the material documents concerning the Property in County's possession or under its control.

4.1.2. County's Actual Knowledge. Each of the representations and warranties made by County in this Agreement are true and correct in all material respects on the date hereof, and will be deemed to be made again as of the Close of Escrow, and must then be true and correct in all material respects, subject to Section 4.1.5 below. For purposes of this Agreement "**County's Actual Knowledge**" or words to similar effect, mean the actual subjective knowledge, without duty of investigation, of the Director of Public Works or his or her designee, without duty of inquiry or investigation of any kind, and County represents to Buyer that such person is the person(s) with the primary responsibility for the matters that are the subject of the representations and warranties provided in this Section 4.1 and is the person most knowledgeable at County with regard to such matters. Except for the representations and warranties set forth above, no person acting on County's behalf is authorized to make any representation, warranty, guaranty or promise to Buyer concerning the Property, whether verbally or in writing. Buyer acknowledges that the person(s) most knowledgeable is not individually liable for matters within County's actual knowledge or for any other obligations or liabilities that may arise under this Agreement, but is merely the person(s) whose current, actual knowledge is attributable to County.

4.1.3. Survival of Representations and Warranties. The parties agree that (a) County's warranties and representations contained in this Agreement and in any document executed by County pursuant to this Agreement shall survive Buyer's purchase of the Property for a period commencing on the Closing and ending on the date that is the sooner of (i) the first closing of a home sale to a third-party retail homebuyer at the Project, and (ii) eighteen (18) months after the Closing Date, and any action for breach of any representation and warranty by County with respect to the Property is barred if not filed and served on County within such period of time (the "**Limitation Period**"); (b) in no event shall County be liable to Buyer for any consequential, speculative or punitive damages based upon any breach of representation or warranty unless such breach also constitutes fraud; and (c) no claim for breach of representation may be advanced against any party except County. To the extent applicable, the Limitation Period referred to in this Agreement applies to known as well as unknown breaches of such warranties or representations, and Buyer's waiver and release set forth below applies to liabilities under such representations and warranties. Buyer specifically acknowledges that such limitation of liability represents a material element of the consideration to County.

4.1.4. Limitation on Liability of County. Notwithstanding anything to the contrary in this Agreement or any documents executed in connection herewith, and without limiting the foregoing or any other limitations elsewhere in this Agreement, County has no liability (and Buyer may not make a claim against County) for a breach of any of County's representations or warranties above or any other obligation of County under this Agreement or any document executed by County in connection with this Agreement unless (a) the valid claims for all such breaches collectively aggregate to more than Twenty-Five Thousand Dollars (\$25,000), and (b) the liability of County under this Agreement and such other documents does not exceed, in the aggregate, (i) the amount of Three Hundred Thousand Dollars (\$300,000) on or before December 31, 2020, and (ii) Five Hundred Fifty Thousand Dollars (\$550,000) after December 31, 2020 (it being understood that, notwithstanding anything to the contrary in this

Agreement or any other document, County's liability under this Agreement and the documents executed by County in connection herewith shall in no event exceed, in the aggregate, the amounts set forth in this Section 4.1.4). In no event may Buyer seek or obtain any recovery or judgment against any of County's other assets (if any) or personally against any agent of County. In no event may Buyer seek or obtain any other damages of any kind, including, without limitation, consequential, speculative, indirect or punitive damages, and Buyer hereby waives any right to any of these. This Section 4.1.4 shall survive the Closing or any termination of this Agreement.

4.1.5. Change of Facts. If any change in condition or circumstances renders any of the foregoing warranties or representations of County inaccurate to the extent of causing a Material Impact (defined below) on the Property between the Agreement Date and the Closing, County shall deliver written notice of such change to Buyer immediately after County becomes aware of the change. Buyer will then have a period of ten (10) days (and the Closing Date will be extended as necessary to that it does not occur until the expiration of such ten-day period) to accept County's warranty or representation as changed or to terminate this Agreement by providing written notice to County. In the event of such termination, the provisions of Section 2.6.1 will apply. Alternatively, Buyer may waive the effect of any such materially changed warranty or representation and close the purchase and sale of the Property. If Buyer does not timely provide written notice of termination within the ten-day period, then Buyer will be deemed to have waived such termination right. In no event does Buyer have any right to any damages or have any cause of action with respect to a Material Impact of which Buyer had knowledge prior to the Closing and subject to which Buyer elected to proceed to Close Escrow notwithstanding such knowledge. "**Material Impact**" means an impact that adversely affects (a) the entitlements granted or rights allowed by the City, County, the State, and each other governmental or quasi-governmental entity or utility company having jurisdiction over the development, construction, use, marketing or occupancy of the Property, (b) Buyer's or its homebuyer's ability to freely convey the lots or homes on the Property, (c) the number of lots, (d) the size, height, type or the mix of homes that may be constructed on the Property, (e) the issuance of building permits or certificates of occupancy for any home on one or more lots by more than thirty (30) days, or (f) gives rise to an increase in the development cost of the Property due to a change in the required scope of the on-site or off-site improvements for the Property by One Hundred Thousand Dollars (\$100,000), or more.

4.2. Buyer's Representations and Warranties. Buyer represents and warrants to County as follows:

4.2.1. Buyer is a limited partnership lawfully in existence and in good standing in the State of California, and has the capacity and full power and authority to enter into and carry out the agreements contained in, and the transactions contemplated by, this Agreement. This Agreement, upon issuance of the Feasibility Approval Notice by Buyer, has been duly authorized and executed by Buyer and, upon delivery to, and execution by County, is a valid and binding agreement of Buyer. By entering into and performing the transactions contemplated by this Agreement, Buyer will not violate or breach any agreement, covenant or obligation binding on Buyer, and Buyer may consummate the purchase and sale of the Property without the consent of any third party.

4.2.2. Buyer and any entity or person that owns or controls Buyer are not bankrupt or insolvent under any applicable Federal or state standard, have not filed for protection or relief under any applicable bankruptcy or creditor protection statute and have not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. Buyer is not entering into the transactions described in this Agreement intending to defraud any creditor or to prefer the rights of one creditor to any other. Buyer and County have negotiated this Agreement at arm's-length and the consideration paid represents fair value for the assets to be transferred

4.2.3. Buyer is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code and Buyer is not, nor is any person who owns a controlling interest in or otherwise controls Buyer, (a) listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC, Department of the Treasury, and/or on any OFAC Laws and Regulations; or (b) a person either (i) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (ii) designated under the Executive Orders. Neither Buyer nor any of its principals or affiliates is (x) a person or entity with which Buyer is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Orders, or (y) to Buyer's actual knowledge is affiliated or associated with a person or entity listed in the preceding clause (x). To Buyer's actual knowledge, neither Buyer nor any of its principals or affiliates, nor any brokers or other agents acting in any capacity in connection with the transactions contemplated herein (I) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Orders, or (II) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

4.2.4. Buyer represents and warrants that it is acquiring the Property with the current intent of using the Property for the purpose of engaging in the business of constructing residential buildings for sale or lease to the home-buying public, or for the purpose of resale or lease of the Property to persons engaged in such business. Buyer further covenants, represents and warrants that it will comply with all of the applicable provisions of the Federal Interstate Land Sales Full Disclosure Act (15 USC § 1701, et seq.), the California Subdivided Lands Law (Business and Professions Code § 11000, et seq.) and all other applicable governmental requirements prior to offering for sale or lease any lot, parcel or other subdivision interest in the Property.

4.2.5. Buyer is an established land developer or builder and, therefore, Buyer hereby waives any rights which Buyer might have pursuant to any law or regulation, now or hereafter in effect, that requires County to provide Buyer with a current Final Subdivision Public Report or an OILSR Planned Development Final Subdivision Public Report for the Property, and Buyer shall independently register or apply for registration with all applicable agencies related thereto with respect to the Property to the extent required by law.

4.2.6. Unless otherwise approved in writing by County in its sole discretion, Buyer shall only construct single-family residences that are in full compliance with the Architectural Review Permit. Buyer acknowledges that Buyer's substantial adherence to the

Entitlements is a material consideration that induced County to sell the Property and the County would be damaged if Buyer failed to comply with the Entitlements. The provisions of this Section 4.2.6 shall survive the Close of Escrow for a period of eighteen (18) months following the Close of Escrow.

Each of the representations and warranties made by Buyer in this Agreement, are true and correct in all material respects on the date hereof, and will be deemed to be made again as of the Close of Escrow, and must then be true and correct in all material respects and shall survive the Closing for a period of eighteen (18) months. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of Buyer contained in this Agreement, are conditions precedent to the Close of Escrow. Buyer shall promptly notify County of any facts or circumstances that are contrary to the representations and warranties contained in this Section 4.2.

5. **CONDEMNATION AND CASUALTY.** If prior to the Close of Escrow all of the Property or any material portion thereof is taken by any entity by condemnation or with the power of eminent domain, or causes a Material Impact on the Property (or is the subject of a pending taking that has not yet been consummated), County shall immediately notify Buyer of the fact, and Buyer shall have the right, in Buyer's sole discretion, to (a) terminate this Agreement and the Escrow upon written notice to County and Escrow Holder not later than seven (7) business days after receipt of County's notice thereof in which case the provisions of Section 2.6.1 will apply, or (b) Buyer may proceed to consummate the transaction provided for herein at Buyer's sole election, in which event County shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with the condemnation or eminent domain, and this Agreement will remain in effect without any reduction in the Purchase Price. In the event of any earthquake, flood or other casualty occurring following the Feasibility Period and prior to the date of Close of Escrow, this Agreement will remain in full force and effect (except as otherwise provided for below in this Section 5), and Buyer acknowledges that County does not insure against these risks. If prior to the date of Close of Escrow an earthquake, flood or other casualty results in a Material Impact on the Property, then Buyer has the option to terminate this Agreement by written notice to County and Escrow Holder within ten (10) business days after Buyer receives written notice of the nature and extent of such Material Impact. If Buyer does not make a timely election to waive its right to terminate the Agreement, as provided above, then Buyer will be deemed to have elected to terminate this Agreement irrevocably as the result of earthquake, flood or other casualty, as applicable. In the event of a termination or deemed termination by Buyer, then the provisions of Section 2.6.1 will apply, including, without limitation, that Buyer is entitled to a return by Escrow Holder and/or County, as applicable, of all Deposits made by Buyer.

6. **BROKERS.** County and Buyer each represent and warrant to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Property, other than Park Place Partners d/b/a Land Advisors Organization California Division, 156 Diablo Road, Suite 340, Danville, California (the "**Broker**"), which Broker represents County exclusively in this transaction and is not acting as a dual agent. Upon the Close of Escrow, County shall pay to Broker a commission pursuant to a separate written agreement between County and Broker. Buyer shall indemnify, defend and hold harmless County against any loss, liability, damage, cost, claim or expense (including reasonable

attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder (other than Broker) claiming through, under or by reason of the conduct of Buyer. County shall indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder (including without limitation Broker's commission) claiming through, under or by reason of the conduct of County. Notwithstanding anything to the contrary contained in this Agreement, the representations, warranties, indemnities, and agreements contained in this Section 6 shall survive the Close of Escrow or earlier termination of this Agreement.

7. BUYER'S OWN INVESTIGATIONS. As a material inducement to County to enter into this Agreement and to convey the Property to Buyer, Buyer hereby acknowledges and agrees that:

7.1. Buyer's Own Investigations. Except with respect to County's express representations and warranties set forth in Section 4.1 of this Agreement, Buyer acknowledges that as of the Closing Buyer has been given a reasonable opportunity to inspect and investigate the Property, all improvements thereon and all aspects relating thereto, either independently or through agents of Buyer's choosing. Buyer further states that it is relying solely upon its own inspection and review of the Property and Buyer's Reports and not upon any representations made to it by County or County's agents, except as expressly set forth in this Agreement. Without limiting the foregoing, Buyer further specifically agrees that Buyer's independent inspection and investigation of the Property's current condition will include, without limitation (and Buyer expressly acknowledges that no representation or warranty is being made or is being deemed made as to) (a) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, including, without limitation, soils, geology and groundwater, and whether the Property lies within a special flood hazard area, an area of potential flooding, a fire hazard area, or a seismic hazard zone, (b) the dimensions or sizes of the lots, (c) the development or income potential, or rights of or relating to, the Property or its use, habitability, merchantability, or fitness, or the suitability, value or adequacy of the Property for any particular purpose, (d) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, or the zoning or development of any adjoining or neighboring property, including any potential or actual blockage of light, air or view, (e) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or regulatory agency or authority or of any other person or entity, (f) the ability of Buyer to obtain any necessary governmental approvals, licenses or permits for Buyer's intended use or development of the Property, (g) the presence or absence of Hazardous Materials on, in, under, above or about the Property or any adjoining or neighboring property, (h) the condition of title to the Property, (i) any contracts or any other agreements affecting the Property or the intentions of any party with respect to the negotiation and/or execution of any contract with respect to the Property, (j) County's ownership of the Property or any portion thereof, and (k) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to the operation of the Property or the tax consequences of its ownership.

7.2. AS-IS. Except as specifically provided in this Agreement and/or in any other agreement, document, exhibit or instrument related hereto or referenced herein or executed and delivered hereunder, County is selling and Buyer is purchasing the Property "AS IS." Buyer hereby agrees and acknowledges that (a) neither County nor anyone acting for or on behalf of County has made any representation, statement, warranty or promise to Buyer concerning the physical aspects, development potential or condition of the Property except as specifically set forth in this Agreement; (b) in entering into this Agreement, Buyer has not relied on any representation, statement or warranty of County, or anyone acting for or on behalf of County, other than as may expressly be contained in this Agreement; (c) all matters concerning the Property have been or will be independently verified by Buyer and that Buyer will purchase the Property on Buyers' own prior examination of the Property and Buyer has had ample time to conduct its own investigations into the condition of the Property; and (d) subject to County's representations, warranties and covenants set forth in this Agreement, Buyer is purchasing the Property in an "as is" physical condition and in an "as is" state of development.

7.3. No Representations by County. Except with respect to County's express representations and warranties set forth in Section 4.1 of this Agreement (and subject to the limitations contained therein), neither County, nor any person or entity acting by or on behalf of County, nor any of County's officers, agents, employees, contractors or subcontractors ("**County Parties**"), has made any representation, warranty, inducement, promise, agreement, assurance or statement, oral or written, of any kind to Buyer upon which Buyer is relying, or in connection with which Buyer has made or will make any decisions concerning the Property including, without limitation, its use, condition, value, compliance with any applicable laws, ordinances, rules, requirements, resolutions, policy statements and regulations (including, without limitation, those relating to land use, subdivision and zoning) of any governmental agency with jurisdiction over the Property ("**Governmental Regulations**"), the existence or absence of Hazardous Substances, or the permissibility, or feasibility of all or any part of the Property for any particular use or purpose, including, without limitation, its present or future prospects for development, occupancy, sale, lease, or suitability as security for financing. Buyer further acknowledges and agrees that the only representations or warranties made by County with respect to the subject matter of this transaction are set forth in this Agreement.

7.4. No Implied Warranties. Except with respect to County's express representations and warranties set forth in Section 4.1 of this Agreement and/or in any other agreement, document, exhibit or instrument related hereto or referenced herein or executed and delivered hereunder, to the greatest extent permitted by applicable law County hereby specifically disclaims: (a) all warranties implied by law arising out of or with respect to the execution of this Agreement, any aspect or element of the Property, or the performance of County's obligations hereunder including, without limitation, all implied warranties of merchantability, habitability and/or fitness for a particular purpose; and (b) any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning (i) the nature and condition of the Property, including, without limitation, the water, soil, and geology, the suitability thereof for any or use which Buyer may elect to conduct thereon; or (ii) the nature and extent of any title matter; or (iii) the compliance of the Property or other items conveyed hereunder or its operation with any Governmental Regulations. To the greatest extent permitted by applicable law, but subject to the representations and warranties made by County under Section 4.1 and/or in any other agreement, document, exhibit or instrument related hereto or

referenced herein or executed and delivered hereunder, the County Parties are not liable for any loss, damage, injury or claim of any kind or character to any person or property arising from, caused by or relating to any of the following except to the extent caused by or arising from the negligence or willful misconduct of County or County Parties; (x) the Property, the development of the Property or the construction or sale or other conveyance of residential dwelling units or other improvements thereon including, without limitation, any loss, damage, injury or claim arising from or caused by or alleged to have arisen from or have been caused by (1) the condition of the Property or, to the extent it affects the Property, the condition of the land in the vicinity of the Property, including without limitation a defect in soils or in the preparation of soils or in the design and accomplishment of grading or other work on the Property or such other land (including any mass or rough grading, construction of retaining or other walls, or installation of infrastructure performed on the Property or such other land prior to or after the date hereof by any party); (2) the presence or existence of any Hazardous Substances in or on the soil or ground water of the Property, whether known or unknown, and whether resulting from occurrences prior to or after the Agreement Date; (3) any act or omission of Buyer or any of Buyer's Representatives; (4) an accident or casualty on the Property; (5) any representation by Buyer or any Buyer's Representatives; (6) a violation or alleged violation by Buyer or any Buyer's Representatives of any Governmental Regulation; (7) slope erosion, sluffing, ancient landslides, corrosive soils, failure or subsurface geologic or groundwater condition, on, adjacent to or near the Property; (8) the design, construction, engineering or other work or defect therein with respect to the Property provided or performed either before or after the Closing Date; (9) any other cause whatsoever in connection with Buyer's use of the Property; (10) the application of the principles of strict liability with respect to any act or omission of Buyer or County or their respective agents, employees, licensees, invitees or contractors in connection with the Property; or (11) any act or failure to act of County or any other County Party in reviewing, approving, disapproving, consenting to or joining in any plans, specifications, application, permit, map or other document relating to development of the Property or in observing, inspecting or testing any work or improvement on the Property; (y) the negligence, willful misconduct or liability without fault of Buyer or any Buyer's Representatives in the development, construction, grading or other work performed off the Property or any defect in any such work, or (z) the breach by Buyer of any of its obligations under this Agreement and/or any agreement executed in connection herewith. The provisions of this Section 7.4. are effective upon the Close of Escrow or upon the earlier termination of this Agreement.

7.5. Indemnity and Release. As a material part of the consideration of this Agreement but subject to the representations and warranties made by County under Section 4.1 above and/or in any other agreement, document, exhibit or instrument related hereto or referenced herein or executed and delivered hereunder, as of the Close of Escrow, to the greatest extent permitted by applicable law, Buyer hereby fully and irrevocably releases County and the County Parties from any and all claims that the Buyer may have or thereafter acquire against the County Parties for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any matter described in Section 7.4. (each and collectively, the “**Claims**”). This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist in its favor which, if known by Buyer, would materially affect Buyer’s release of the County Parties. In addition, Buyer hereby agrees to indemnify, defend and hold harmless County and its property and the other County Parties from any Claims described in paragraphs (x), (y) and (z) of Section 7.4. asserted by any third parties against

County, to the extent the Claims first accrue or arise after the Close of Escrow and are caused by or arise from Buyer's use, development, marketing, or construction of improvements on, or sale of all or any portion of the Property. The foregoing release, waiver, defense and indemnity applies to any Claim brought by a private party or by a governmental authority under any Governmental Regulation and is intended to apply with respect to any Claim arising before or after the conveyance of all of the residential dwelling units on the Property. The foregoing release, waiver, defense and indemnity does not apply to any Claim against a County Party arising from (a) the gross negligence, willful misconduct or fraud of County or a County Party, or (b) a breach by County of its representations, warranties and covenants under this Agreement or the documents executed by County and delivered to Buyer at Closing ("**Excluded Claims**"). In connection with the general release set forth above, Buyer specifically waives the provisions of California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Buyer's Initials

7.6. Survival. The provisions of this Section 7 shall survive the Close of Escrow and are not to be deemed merged into any instrument or conveyance delivered at the Close of Escrow.

8. GENERAL PROVISIONS.

8.1. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original and all counterparts taken together shall constitute the same instrument. To facilitate execution of this Agreement, the parties may exchange executed counterparts of the signature pages by portable document format (pdf).

8.2. Further Assurances. Each of the parties shall execute and deliver any other instruments and perform any acts, in addition to the matters herein specified, as may be appropriate or necessary to carry out the agreements of the parties, whether the same occurs before or after the Close of Escrow, provided that such further acts do not create material cost or risk to such party.

8.3. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior understandings or agreements. The parties may only modify this Agreement by a writing signed by all parties. All exhibits referred to in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

8.4. Headings. Headings used in this Agreement are for convenience of reference only and are not intended to govern, limit, or aide in the construction of any term or provision hereof.

8.5. Choice of Law. This Agreement and each related document is governed by the laws of the State of California.

8.6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, is held to any extent by a court of competent jurisdiction to be, or rendered by the adoption of a statute by the State of California or the United States, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, will remain in full force and effect and in no way affected, impaired or invalidated thereby.

8.7. Waiver of Covenants, Conditions, or Remedies. A party's waiver of the performance of any covenant, condition, or promise, or of the time of performance of any act, under this Agreement does not invalidate this Agreement or waive any other covenant, condition, or promise, or of the time for performance of any other act required, under this Agreement. The exercise of any remedy provided in this Agreement does not waive any other remedy provided by law, and the provisions of this Agreement for any remedy do not exclude any other remedies, except where the exclusion is expressly stated.

8.8. Legal Advice. Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement are to be construed as to the fair meaning and not for or against any party based upon any attribution of that party as the sole source of the language in question.

8.9. Time of the Essence. Time is of the essence as to all dates and times of performance, whether contained herein or contained in any escrow instructions to be executed pursuant to this Agreement, and all escrow instructions must contain a provision to this effect.

8.10. Relationship of Parties. The relationship of the parties is that of seller and buyer, and nothing contained herein constitutes either party the agent or legal representative of the other for any purpose whatsoever, nor may this Agreement be deemed to create any form of business organization, partnership or joint venture between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other party, nor is either party be in any way liable for any debt of the other.

8.11. Attorneys' Fees. If any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party is entitled to reasonable attorneys' fees and reasonable out-of-pocket costs, and to any court costs incurred, in accordance with Civil Code section 1717, in addition to any other damages or relief awarded.

8.12. Assignment. County may not assign its rights or delegate its obligations hereunder without Buyer's prior written consent, which consent Buyer may withhold in its sole

and absolute discretion. Buyer may not assign or otherwise transfer all or any portion of its rights and obligations under this Agreement without County's consent, which consent County may withhold in its sole and absolute discretion. Buyer acknowledges and agrees that County has entered into this Agreement with Buyer based on Buyer's reputation and experience as a homebuilder in the area in which the Property is located, and that the price and other terms of this Agreement would be materially different if Buyer had the right to assign its rights and obligations under this Agreement to another party without County's consent in its sole and absolute discretion. Notwithstanding the foregoing, Buyer may assign, convey, or otherwise transfer its rights and obligations hereunder, without County's consent but with prior notice, to (a) a partnership in which Buyer is a general partner and holds more than 50% of the voting and equity interests and as to which Buyer has managing control of the day to day operations of the Property and its development and sale as to which Buyer has managing control of the day to day operations of the Property and its development and sale, (b) a limited liability company in which Buyer is a managing member and holds more than 50% of the voting and equity interests and as to which Buyer has managing control of the day to day operations of the Property and its development and sale, (c) a corporation in which Buyer holds more than 50% of the voting and equity interests and as to which Buyer has managing control of the day to day operations of the Property and its development and sale, (d) a person or entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Buyer, and as to which Buyer, directly or indirectly, has managing control of the day to day operations of the Property and its development and sale, or (e) a successor by way of merger or consolidation or the acquisition of all or substantially all of Buyer's assets (any such assignment referred to in the preceding sentence is referred to herein as a "**Permitted Assignment**"). Any such assignment must also satisfy the following conditions: (i) Buyer shall provide written notice of such assignment to County not less than ten (10) days prior to the scheduled Closing Date, (ii) the assignee must assume the obligations under this Agreement in writing, a copy of which shall be provided to County together with the notice of assignment as provided immediately above, and (iii) Buyer shall not be released from its obligations under this Agreement (except in the event of a Permitted Assignment under clause (v) above (merger or consolidation)).

8.13. Notices. All notices and demands that either party is required or desires to give to the other must be given in writing by U.S. certified mail, return receipt requested with appropriate postage paid, by personal delivery, or by nationally-recognized overnight delivery service (e.g., Federal Express), to the party's address set forth below, provided that if any party gives notice of a change of name or address or number, notices to that party are thereafter to be given as demanded in that notice. All notices and demands so given are to be deemed effective upon receipt by the party to whom notice or demand is given, except that any notice given by certified mail will be deemed delivered three (3) days after deposit in the United States mails. Notices, demands, requests and other communications required or permitted under this Agreement may also be given by electronic mail, in which case such notice will be deemed given on the date sent to the email of the intended recipient as set forth below (as evidenced by the senders "sent mail" mailbox and by the absence of a delivery failure message in the sender's "in box") if sent or transmitted prior to 5:00 p.m. Pacific Time, otherwise on the next succeeding business day; provided, however, that a copy is sent by one of the other methods provided herein within one (1) business day thereafter. Notwithstanding the foregoing, no notice of default may be sent by electronic mail

If to County: Public Works – Real Property Division
Contra Costa County
255 Glacier Drive
Martinez, CA 94553
Telephone No.: 925/608-7700
Email: karen.laws@pw.cccounty.us

With a copy to: County Counsel
Contra Costa County
651 Pine Street – 9th Floor
Martinez, CA 94553
Telephone No.: 925/335-1800
Email: Thomas.geiger@cc.cccounty.us

If to Buyer: Steve Abbs
Davidon Homes
1600 S. Main Street, Suite 1500
Walnut Creek, CA 94534
Telephone No.: 925/945-8000 Ext. 103
Email: Sabbs@davidonhomes.com

With a copy to: Perkins Coie LLP
Attn.: Louise C. Adamson
505 Howard Street, Suite 1000
San Francisco, CA 94105
Telephone No.: 415/344-7036
Email: LAdamson@perkinscoie.com

If to Escrow Holder: First American Title Company
4750 Willow Road, Suite 275
Pleasanton, CA 94588
Attn: Diane Burton
Fax: (866) 648-7806
Email: DBurton@firstam.com

8.14. Computation of Time. All periods of time referred to in this Agreement include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies business days (and for purposes of this Agreement, “business days” do not include Saturdays, Sundays, and state and national holidays). If the date to perform any act or give any notice with respect to this Agreement falls on a Saturday, Sunday, or state or national holiday, the act or notice may be timely performed or given on the next succeeding business day.

8.15. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing herein expressed or implied shall give or be construed to give to any person, other than the

parties hereto and their permitted successors and assigns, any legal or equitable rights, remedy or claim hereunder.

8.16. Exhibits. The following exhibits are attached to this Agreement and are incorporated herein by this reference:

- Exhibit A Legal Description of the Land.
- Exhibit B Form of Grant Deed
- Exhibit C Form of Consent Agreement
- Exhibit D Form of Blanket Assignment and Bill of Sale
- Exhibit E Form of Restrictive Covenant for Accessory Dwelling Units
- Exhibit F Site Plan of Existing Improvements
- Exhibit G Demolition Grading Plans

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

BUYER:

COUNTY:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACCEPTANCE BY ESCROW HOLDER:

_____ acknowledges that it has received a fully executed counterpart of the foregoing Agreement for Purchase and Sale of Real Property and Escrow Instructions and, subject to the provisions of Section 2.1 of this Agreement, agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as the terms apply to Escrow Holder.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Title: _____

Date: _____, 2020

EXHIBIT A

Legal Description of the Property

EXHIBIT B

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO,
AND MAIL TAX STATEMENTS TO:

(Above Space for Recorder's Use Only)

APN: _____

The Undersigned Grantor(s) Declare(s)

Documentary Transfer Tax is \$ _____

computed on the consideration or full value of property conveyed, OR

computed on the consideration or full value less value and/or encumbrances remaining at time of sale,

unincorporated area; City of **Pleasant Hill, California**

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("Grantor")

hereby grants to _____, a _____, the following described real property in the City of Pleasant Hill, County of Contra Costa, State of California.

FOR DESCRIPTION SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF (the "Property").

DATED: _____, 202_

COUNTY OF CONTRA COSTA
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

MAIL TAX STATEMENTS TO ADDRESS ABOVE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to me within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT C

FORM OF CONSENT AGREEMENT

This consent agreement ("Consent") is entered into as of _____, 2020, by _____ ("Professional") in favor of DAVIDON HOMES, a California limited partnership ("Davidon").

RECITALS

- A. Contra Costa County (the "County") is the owner of the real property located at 1750 Oak Park Boulevard and 75 Santa Barbara Road in Pleasant Hill, California (the "Property").
- B. The County and Bates Stringer – Oak Park, LLC ("Bates Stringer") are parties to a contract dated November 1, 2017, under which Bates Stringer agreed to subcontract with certain professionals with the goal of obtaining entitlements and permits to enable the County to offer the Property for sale for the construction of a residential development (such efforts, the "Project").
- C. Professional and Bates Stringer entered into an Agreement for Professional Services dated _____ ("Agreement") to provide _____ services for the Project (the "Services").
- D. Pursuant to the terms and conditions of the Agreement for Purchase and Sale of Real Property and Escrow Instructions dated July 14, 2020, between the County, as seller, and Davidon, as buyer (the "Purchase Agreement"), Davidon is in contract with the County to purchase the Property. Before Davidon's acquisition of the Property, Bates Stringer will assign the Agreement to the County. The sale of the Property to Davidon, if consummated, would include the non-exclusive right to use all engineering drawings, architectural drawings, construction drawings, plans and specifications and all other work product created or prepared by Professional relating to the Property (collectively, the "Plans and Specifications").

Professional therefore agrees as follows:

AGREEMENT

- 1. Professional hereby consents to Davidon enjoying Bates Stringer's rights and benefits in and to the Plans and Specifications, without the imposition by Professional of any fee or charge. Professional hereby agrees that Davidon shall have the right to use the Plans and Specifications for the Property. Professional hereby grants Davidon and its successors,

assigns, affiliates, professionals, and consultants a non-exclusive, irrevocable right to use the Plans and Specifications for the Property.

2. In the event of any action, claim, dispute, proceeding or litigation arising out of or relating to this Consent, the prevailing party shall be entitled to the recovery of its reasonable attorneys' fees and costs, in addition to any other amounts that may be awarded by a court of competent jurisdiction. Notwithstanding the foregoing, if the Plans and Specifications are modified in connection with the Property and Professional is not retained to provide services in connection with such modification, Davidon agrees to indemnify and hold Professional harmless against liabilities and costs, including reasonable attorneys' fees and costs incurred by Professional and caused by, but only to the extent of, such modifications; provided, however, that nothing herein shall be deemed to release Professional from liability for that portion of the Plans and Specifications prepared by Professional that was not modified or affected by a modification.
3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
4. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Professional has entered into this Consent as of the date first written above.

[NAME OF PROFESSIONAL].

Name: _____
Title: _____

EXHIBIT D

Blanket Assignment and Bill of Sale

Reference is made to that certain property located in the City of Pleasant Hill, the County of Contra Costa, State of California and described in more detail on EXHIBIT A attached hereto and made a part hereof and the improvements located thereon and the rights, privileges and entitlements incident thereto (the “**Property**”).

For good and valuable consideration, receipt of which is acknowledged, the undersigned, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”), sells, transfers, assigns, conveys and delivers to _____, a _____ (“**Buyer**”), all of County’s right, title and interest in all assets, rights, materials, reimbursements, refunds and/or claims owned, used or held in connection with the ownership, use, management, development or enjoyment of the Property, including, without limitation: (i) all entitlements, licenses, permits, subdivision agreements and other agreements relating to the development of Property; (ii) all plans, specifications (including, without limitation, land development plans, construction plans, infrastructure plans, landscaping plans and irrigation plans), engineering documents, electronic CAD files, soils reports, studies, work product rights under contracts with contractors, subcontractors and suppliers, reports, and authorizations and approvals issued by any governmental or quasi-governmental authority, maps, drawings and other renderings relating to the Property; (iii) all Contra Costa Water District Facility Reserve Charge credits; (iv) all Central Contra Costa Sanitary District Capacity Fee credits; (v) all warranties, claims, indemnities and any similar rights relating to and benefiting the Property or the assets transferred hereby; (vi) all intangible rights, goodwill and similar rights benefiting the Property; (vii) all development rights benefiting the Property; (viii) all rights, refunds, claims and awards benefiting or appurtenant to the Property, including, without limitation, all of County’s right, title and interest in and to all tax and assessment protest actions and claims to seek reductions in the valuation of the Property for property tax purposes, and rights to prosecute same, for any period prior to or after the Closing, including without limitation all of County’s right, title and interest in and to all tax and assessment refunds or rebates now or hereafter payable for any period prior to or after the Closing; (ix) all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property; (x) all claims, counterclaims, defenses or actions, whether at common law or pursuant to federal, state, or local laws or regulations, against third parties relating to the existence of any Hazardous Materials in, at, on or under the Property; (xi) all right as “declarant” under any covenants, conditions and restrictions affecting the Property; and (xii) the architectural plans, as more particularly described on Schedule 1 attached hereto.

County shall, upon written request therefor, execute and deliver to Buyer, its nominees, successors and/or assigns, any new or confirmatory instruments as Buyer, its nominees, successors and/or assigns, may request in order to fully transfer possession and control to Buyer, its nominees, successors and/or assigns in, all the assets of County intended to be transferred and assigned hereby.

All property and rights assigned by this instrument are being transferred “as-is”, without representation or warranty, and subject to all limitations, conditions and restrictions as provided in the Agreement for Purchase and Sale of Real Property and Escrow Instructions dated as of _____, 2020, pursuant to which County is conveying the Property to Buyer.

COUNTY OF CONTRA COSTA,
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Exhibit A

Legal Description of Property

Schedule 1

Description of Architectural Plans

The architectural plans for the *Oak Park Properties, Pleasant Hill* are set forth in a comprehensive plan document dated 05-28-2019 prepared by the Dahlin Group, Inc. (Architect), BKF Engineers (Civil), and vander Toolen Associates (Landscape Architect). The plan document was submitted to the City of Pleasant Hill for review and approval.

On May 11, 2020 the City Council approved planning application number PLN 18-0383, with the adoption of City Resolution No. 34-20. Specifically City Council Resolution No. 34-20 includes approval of a (1) Major Subdivision (Vesting Tentative Tract Map) and associated Lot Line Adjustment; (2) Development Plan Permit; (3) Architectural Review Permit; and (4) a Tree Removal Permit in accordance with the California Environmental Quality Act (CEQA). Generally approval is related to a request to subdivide a 5-acre site into 34 single family home parcels, provide seven accessory dwelling units, removal of 125 trees, and site improvements including landscaping, a new pocket park and private roads

EXHIBIT E
Form of Restrictive Covenant for Accessory Dwelling Units

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553
Attn: Principal Real Property Agent

DECLARATION OF RESTRICTIVE COVENANT
FOR ACCESSORY DWELLING UNITS

(Government Code § 54233)

This Declaration of Restrictive Covenants ("Declaration") is made _____, 2020, by the County of Contra Costa, a political subdivision of the State of California ("Declarant").

RECITALS

- A. Declarant is the owner of real property located at 1750 Oak Park Boulevard and 75 Santa Barbara Road in the City of Pleasant Hill, County of Contra Costa, State of California more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property").
- B. Declarant's Board of Supervisors declared the Property to be surplus and not necessary for Declarant's use on April 18, 2017.
- C. On November 26, 2019, Declarant issued a written notice of availability, offering the Property for sale in accordance with Government Code section 54222. Declarant received no written notices of interest in response to Declarant's notice of availability.
- D. This Declaration is made pursuant to Government Code section 54233, which requires a local agency to record a covenant or restriction against the subject property to restrict not less than 15% of the residential units developed on the land for a period of at least 55 years for rental housing.
- E. On May 11, 2020, the City Council of Pleasant Hill adopted Resolution No. 34-20, approving a vesting tentative map, development plan permit and architectural review permit for the development of a 34-lot subdivision with seven accessory dwelling units (each, a "Restricted Unit") on the Property. The vesting tentative map is attached hereto as Exhibit B and incorporated herein. The Restricted Units are located on Lot 5, Lot 6, Lot 7, Lot 8, Lot 11, Lot 13, and Lot 16, as shown on the vesting tentative map.
- F. This Declaration restricts the rental of the Restricted Units for a period of 55 years.

NOW, THEREFORE, Declarant declares as follows:

1. Covenant Running with Land. In accordance with Government Code section 54233, Declarant does hereby covenant and agree to restrict, and does by this instrument restrict, the future rental of the Restricted Units as set forth below, by the establishment of this covenant running with the land.

2. Restrictive Covenant. The following restrictive covenant shall apply to each Restricted Unit:

In the event of the rental of this Restricted Unit, the Restricted Unit shall be rented at an affordable rent, as defined in Section 50053 of the Health and Safety Code, to a lower income household, as defined in Section 50079.5 of the Health and Safety Code.

3. Duration. The term of the restrictive covenant set forth in this Declaration begins for each Restricted Unit upon the issuance of the initial certificate of occupancy and ends fifty-five (55) years after that date.

4. Successors and Assigns. The restrictive covenant set forth in this Declaration binds any successors and assigns in interest to Lot 5, Lot 6, Lot 7, Lot 8, Lot 11, Lot 13, and Lot 16, as those lots are identified on Exhibit B.

5. Enforcement. The restrictive covenant set forth in this Declaration is enforceable by any of the entities described in subdivision (a) to (f), inclusive, of Government Code section 54222.5. This covenant is enforceable against any owner of a Restricted Unit who violates this covenant and each successor in interest who continues the violation.

6. Governing Law. This Declaration is governed by the laws of the State of California.

Declarant is executing this Declaration as of the day and year first above written.

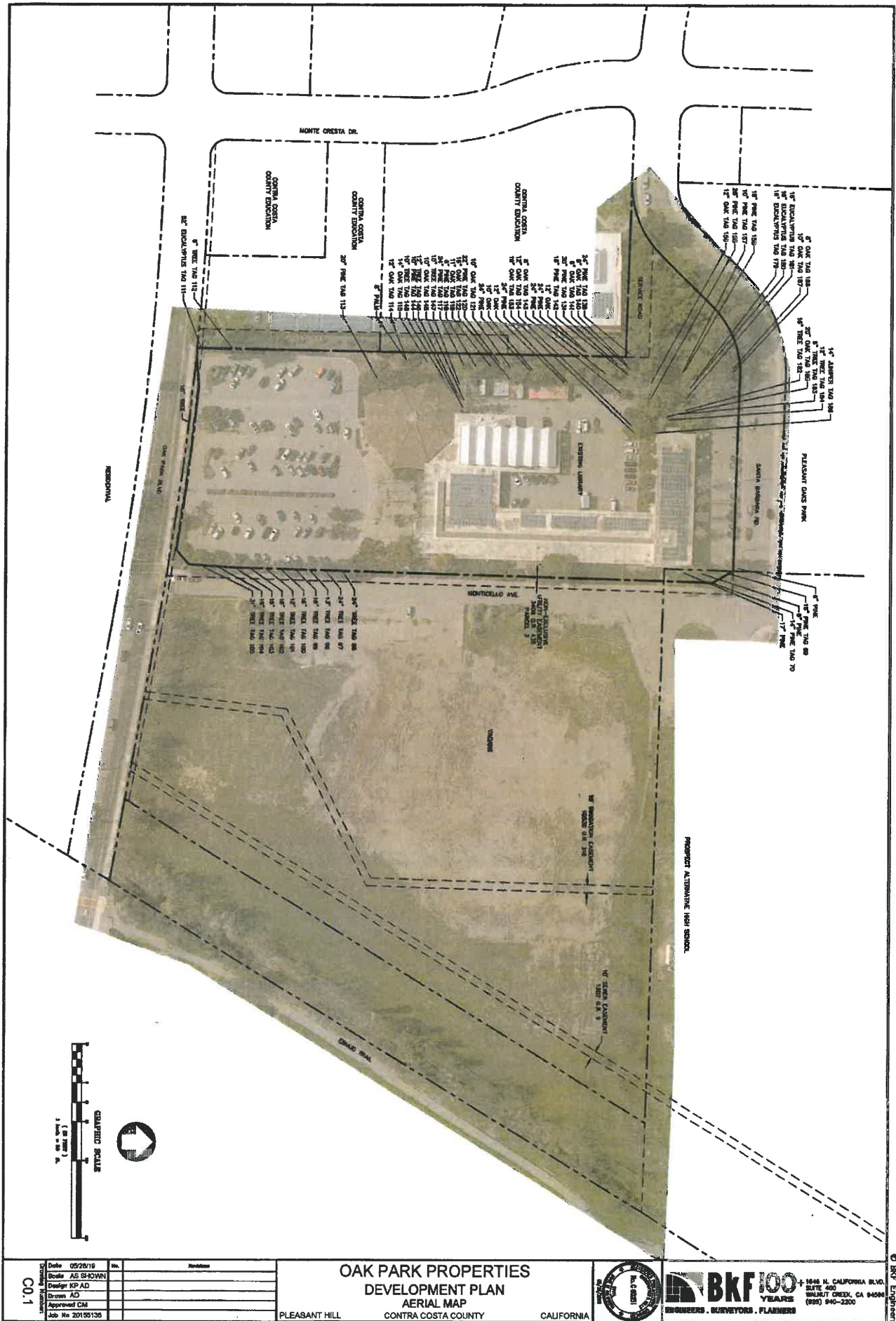
DECLARANT

Contra Costa County, a political subdivision of the
State of California

By:

Candace Andersen
Chair, Board of Supervisors

EXHIBIT F: SITE PLAN OF EXISTING IMPROVEMENTS

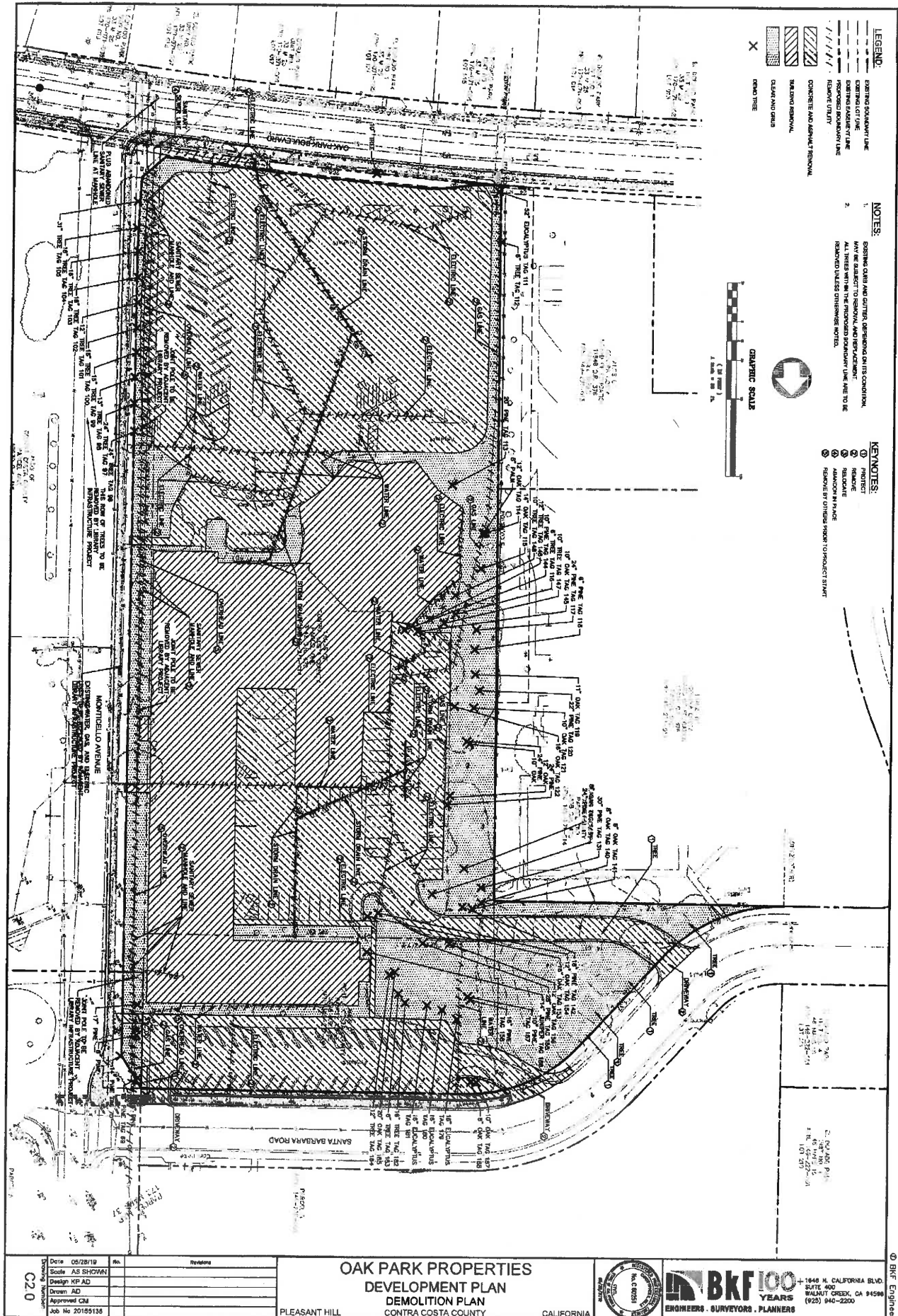


OAK PARK PROPERTIES
DEVELOPMENT PLAN
AERIAL MAP
 PLEASANT HILL CONTRA COSTA COUNTY CALIFORNIA

BKF 100
 100 YEARS
 ENGINEERS • SURVEYORS • PLANNERS
 1846 N. CALIFORNIA BLVD.
 SUITE 400
 WALNUT CREEK, CA 94596
 (925) 940-2200

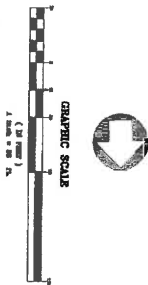
© BKF Engineers

EXHIBIT G: DEMOLITION GRADING PLANS



- LEGEND:**
- CONCRETE AND ASPHALT REMOVAL
 - REMAINING REMOVAL
 - CLEAR AND GRADE
 - X REMOVE TREE

- NOTES:**
1. CONCRETE AND ASPHALT REMOVAL TO BE IN PLACE.
 2. ALL TREES WITHIN THE PROPOSED REMOVAL LINE ARE TO BE REMOVED UNLESS OTHERWISE NOTED.



- KEYNOTES:**
- 1. PROJECT
 - 2. REMOVE
 - 3. REMOVED IN PLACE
 - 4. REMOVED BY OTHERS PRIOR TO PROJECT START

C20	Date: 05/28/19	Rev:	Revisions:
	Scale: AS SHOWN		
	Drawn: AD		
	Approved: CM		
	Job No: 20195136		

OAK PARK PROPERTIES
DEVELOPMENT PLAN
DEMOLITION PLAN
 PLEASANT HILL, CALIFORNIA

BKF 100

YEARS

ENGINEERS · SURVEYORS · PLANNERS

16448 N. CALIFORNIA BLVD.
 SUITE 400
 RAINBOW CREEK, CA 94598
 (925) 949-2200