



ROUTING COVER SHEET FOR ELECTRONIC SIGNATURES

**DOCUMENTS REQUIRING NOTARIZATION AND/OR RECORDING
SHALL NOT BE SIGNED ELECTRONICALLY.**

CONTACT PERSON: Joshua Ewen **EXT.** 5304

TITLE OF DOCUMENT: Agreement of Purchase and Sale for Right of Way Property

NAME OF PARTIES: Successor Agency to the Redevelopment Agency of the City of Brentwood and City of Brentwood

AUTHORITY FOR SIGNATURE: Signature Policy 10-13

DEPARTMENT DIRECTOR AUTHORIZATION: ^{DS}
tuo

☐ Hold for City Council Approval on _____

HAS THIS BEEN REVIEWED BY THE CITY ATTORNEY'S OFFICE: ☒ Yes ☐ No

If Yes, who reviewed it: Reviewed by outside counsel BBK the week of Sept. 6th

Document Type (check one): **Dollar Amount:** \$1,000

- | | |
|--|--|
| <input type="checkbox"/> Professional Services | <input type="checkbox"/> Amendment/Change Order |
| <input type="checkbox"/> Public Works Contract | <input checked="" type="checkbox"/> Other <u>Purchase and Sale Agreement</u> |

Document Requirements -- check all items received, reviewed by staff and deemed satisfactory

- | | | |
|---|---|--------------------------------------|
| <input checked="" type="checkbox"/> Proper Signature(s) | <input type="checkbox"/> Certificate of Insurance | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Exhibits | <input type="checkbox"/> Insurance Policy
Endorsements | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Business License | <input type="checkbox"/> Corporate Resolution | |

Compliance with City Policies for Goods and Services (check applicable boxes)

- ☒ The purchase complies with the Purchasing Policy.
- ☒ The amount of the contract has been budgeted.
- ☐ The appropriate quotes/bids have been obtained.

Comments: For FY 2022/23 Purchase and Sale agreement is for the property located at 7030
Brentwood Blvd., Brentwood, CA 94513 APN 018-010-016 for the purposes of widening
Brentwood Blvd. as part of the Brentwood Blvd. Widening North - Phase 1 project.

AGREEMENT OF PURCHASE AND SALE FOR RIGHT OF WAY PROPERTY

7030 Brentwood Boulevard, APN 018-010-016

This Agreement of Purchase and Sale for Right of Way Property (the "**Agreement**") is entered into as of September 13, 2022 by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF BRENTWOOD, a public body, corporate and politic ("**Seller**"), and the CITY OF BRENTWOOD, a California municipal corporation ("**Buyer**").

RECITALS

A. Seller is the owner of that certain real property located in the City of Brentwood, County of Contra Costa, State of California located at 7030 Brentwood Boulevard, Brentwood, California 94513, APN 018-010-016, (the "**Successor Agency Property**").

B. Buyer has commenced the process of implementing a public project to widen Brentwood Boulevard, commonly referred to as Brentwood Boulevard Widening North - Phase I (the "**Project**").

C. In order to construct the Project, Buyer needs to acquire a portion of the frontage of the Successor Agency Property as right of way for the Project.

D. Seller wishes to sell and Buyer wishes to purchase a fee interest in that certain portion of the Successor Agency Property as more particularly described in **Exhibit A** (the "**Right of Way Property**") upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties set forth herein, the parties agree as follows:

AGREEMENT

ARTICLE 1. PURPOSE.

1.01. Purpose. The purpose of this Agreement is to provide for the purchase and sale of the Right of Way Property.

1.02. Effective Date. The Effective Date of this Agreement shall be the day on which it is executed by the party who signs it last.

ARTICLE 2. PURCHASE AND SALE.

2.01. Purchase and Sale. Seller shall sell the Right of Way Property to Buyer and Buyer shall purchase the Right of Way Property from Seller on the terms and conditions specified in this Agreement.

2.02. Price and Payment. The purchase price for the Right of Way Property shall be One Thousand Dollars (\$1,000.00) (the "**Purchase Price**"), which is equal to the fair market value of the Right of Way Property.

ARTICLE 3. CLOSING.

3.01. Close. Closing shall occur no later than 30 days following the Effective Date of this Agreement. "**Close**," "**close of escrow**" or "**closing**" refers to the date when the grant deed for the Property is recorded.

3.02. Grant Deed. The Right of Way Property shall be conveyed pursuant to a Grant Deed in a form as approved by the Buyer and Seller. Buyer's rights under the Right of Way Property shall be delivered to Buyer upon recordation of the Grant Deed.

ARTICLE 4. MISCELLANEOUS.

4.01. "AS-IS" Sale. Buyer is acquiring the Right of Way Property "**AS-IS**" in its current physical condition without any warranties, express or implied, as to the nature or condition of or title to the Right of Way Property, including without limitation the presence or absence of any latent or patent condition thereon or therein or any other matters affecting the Right of Way Property. Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives, whether oral or written, express or implied, of any nature whatsoever. Buyer shall rely solely upon its own, independent inspection, investigation and analysis of the Right of Way Property as it deems necessary or appropriate in so acquiring the Right of Way Property from Seller.

4.02. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided however, that Buyer shall not assign its rights, title, interest or obligations hereunder except with the prior written consent of Seller.

4.03. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof as may reasonably be necessary and appropriate in order to consummate the purchase and sale herein contemplated, in accordance with the provisions hereof.

4.04. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.05. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

4.06. Notices. All notices, approvals, consents or other documents required or permitted under this Agreement shall be effective upon receipt of the party to whom addressed if made in writing and personally delivered or sent by U.S. mail, addressed as follows:

Buyer: City of Brentwood
Public Works Department, 2nd Floor
150 City Park Way
Brentwood, CA 94513
Attn: Miki Tsubota, City Engineer
mtsubota@brentwoodca.gov

Seller: Successor Agency to the Redevelopment Agency of the
City of Brentwood
Finance Department, 3rd Floor
150 City Park Way
Brentwood, CA 94513
Attn: Kerry Breen, Finance Director
kbreen@brentwoodca.gov

or to such other address as either party shall, from time to time, specify in the manner provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated beside their signatures.

SELLER:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF BRENTWOOD, a public body, corporate
and politic

DocuSigned by:
Tim Y. Ogden
By: 47E711366FC0442...

Name: Tim Y. Ogden

Its: Executive Director

Date: 9/14/2022

DocuSigned by:
Margaret Wimberly
Attest: 9E0846EDCA3A455...
By:

Name: Margaret Wimberly

Its: Secretary

DocuSigned by:
11-13-
Appr: 843B2A15DDB14C0...
By:

Name: Damien Brower

Its: Agency Counsel

BUYER:

CITY OF BRENTWOOD, a California
municipal corporation

DocuSigned by:
Tim Y. Ogden
By: 47E711366FC0442...

Name: Tim Y. Ogden

Its: City Manager

Date: 9/14/2022

Attest: DocuSigned by:
Margaret Wimberly
By: 9E0846EDCA3A455...

Name: Margaret Wimberly

Its: City Clerk

Approved: DocuSigned by:
11-13-
By: 843B2A15DDB14C0...

Name: Damien Brower

Its: City Attorney

EXHIBIT A

Legal Description

7030 Brentwood Boulevard (Portion – IN FEE)

All that property situate in the City of Brentwood, County of Contra Costa, State of California, being a portion of that certain parcel of land granted to City of Brentwood, a municipal corporation, by deed recorded March 11, 2011 as Document No. 2011-0053404, also known as Parcel A, as said Parcel A is shown and so designated on that certain Record of Survey, filed April 6, 1966 in Book 41, Licensed Surveyors Maps, at Page 19, both of Contra Costa County Records, more particularly described as follows:

BEGINNING at the northwesterly corner of said parcel (2011-0053404), thence, along the northerly line of said parcel, South 89°58'34" East, 70.14 feet; thence, leaving said northerly line, along a line parallel with, easterly of, and 70.00 feet measured at right angles, from the westerly line of said parcel, South 03°39'26" East, 280.02 feet to the southerly line of said parcel; thence, along the southerly and westerly lines of said parcel, the following two (2) courses: 1) along a non-tangent curve to the left, having radius 364.00 feet, whose center bears South 28°59'41" East, through a central angle of 12°59'50", an arc distance of 82.57 feet and 2) North 03°39'26" West, 327.93 feet to said **POINT OF BEGINNING**.

Containing 21,150 square feet, or 0.49 acres more or less.

Bearings are based on the California Coordinate System of 1983, Zone 3, CA-HPGN (California High Precision Grid Network) Epoch 1997.30 as shown on 118 LSM 40 (City of Brentwood G.P.S. Control Network) Distances given are grid distances; multiply distances by 1.0000641 to obtain ground distances.

Exhibit 'B' attached and by this reference made a part hereof

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

January 26, 2012
Date



Joel A. Garcia
Joel A. Garcia
L.S. No. 5285
Expiration Date: 12-31-2013

