

PROPERTY LOCATION	Sydney Way, Castro Valley 94546
COUNTY	Alameda County
APN	084B-0410-006-10
TITLE COMPANY & PRELIM NO.	Old Republic Title - 1117013166-JS
PROJECT	Sydney Reservoir Sale (Sale 1298)

## EBMUD PROPERTY PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (PPA-JEI)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between East Bay Municipal Utility District (hereinafter referred to as “District”), and the undersigned buyer(s) (hereinafter referred to as “Buyer”) for acquisition by Buyer of certain real property interests as hereinafter set forth:

### IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve District of all further obligation or claims.
2. District agrees to sell to Buyer, for the consideration hereinafter stated, the following described real property, herein referred to as “the Property”, as further legally described in Exhibit “A” attached hereto and on page 2 of the ‘Old Republic Preliminary Title Report - 1117013166-JS (6/20/2016)’, and depicted on the ‘Sydney Reservoir - Property Map (6458-G)’ attached hereto and made part hereof.
3. Purchase Price. The total purchase price, payable through escrow, shall be:

**Total Purchase Price:** \_\_\_\_\_ (\$ \_\_\_\_\_ )

**Deposit:** \_\_\_\_\_ Twenty-Thousand Dollars (\$ 20,000.00 )

**Loan:** \_\_\_\_\_ (\$ \_\_\_\_\_ )

**Balance of Purchase Price:** \_\_\_\_\_ (\$ \_\_\_\_\_ )

The Property is to be conveyed together with any easements, rights-of-way, or rights-of-use which may be appurtenant or attributable to the Property, and any and all improvements, which may be attached or affixed thereto.

4. Conveyance of Title. District agrees to convey to Buyer by Grant Deed, hereinafter as “Deed”, rights to the Property free and clear of all recorded liens, encumbrances, assessments, leases, and taxes EXCEPT:
- A. Quasi-public utility, public alley, public street easements, licenses and rights of way recorded or unrecorded.
  - B. Exceptions to coverage numbered 1 through 6 on page 3 of Preliminary Title Report 1117013166-JS issued by Old Republic Title, dated June 20, 2016 at 7:30 A.M.
5. Escrow. District has opened escrow in accordance with this Agreement at:

Old Republic Title Company  
555 12th Street, Suite 2000  
Oakland, CA 94607

Escrow #: 1117013166-JS  
Escrow Officer: Jennifer Senhaji  
Email: JSenhaji@ortc.com  
Phone: 510-272-1121

This Agreement constitutes the joint escrow instructions of District and Buyer, and hereby empowers the Escrow Officer, to whom these instructions are delivered, to act under this Agreement.

Within three (3) days of written acceptance of the offer by the person conducting the sale, Seller will deposit or will provide the nonrefundable \$20,000 Purchase Deposit to the escrow holder for deposit. Subsequently, the offer will be presented to the District Board of Directors at the next available Board Meeting date.

Upon Board of Director approval, District will execute and deliver the Deed to the Escrow Officer. The parties hereto agree to do all acts necessary to close this escrow no later than thirty (30) days after acceptance by the District Board of Directors.

District and Buyer agree to deposit with the Escrow Officer in a timely manner any additional instruments as may be necessary to complete this transaction. The balance of the purchase price must be deposited by Buyer on or prior to the scheduled Close of Escrow with all support material, necessary documentation, and fully executed documents to complete this transaction.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- A. Provide Buyer with the latest Title Report.
- B. Record instruments delivered through this escrow.
- C. Deliver copy of Deed to both parties when conditions of this escrow have been fulfilled by both District and Buyer.

**All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, this Agreement must be in writing.**

6. Escrow Costs. Buyer shall pay all escrow and recording fees, all premiums for title insurance incurred in this transaction. Any unpaid taxes at time of Close of Escrow will be split pro-rata between the Parties.
7. Warranties, Representations, and Covenants of District. District hereby warrants, represents, and/or covenants to Buyer that:
- A. To the best of District's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
  - B. To the best of District's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements encroach on other property, owned by others.
  - C. Until the Close of Escrow, District shall maintain the Property in good condition and in a state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.
  - D. Until the Close of Escrow, District shall not do anything which would impair District's title right to any of the Property.
  - E. To the best of District's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which District's Property may be bound.
  - F. Until the Close of Escrow, District shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section to not be true as of Close of Escrow, immediately give written notice of such fact or condition to Buyer.
8. Environmental. The District hereby represents and warrants that it has no knowledge of any hazardous substances or hazardous wastes on, from, or under the Property. District further represents and warrants that District has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the property which may have occurred prior to District taking title to the Property.
9. The rights and privileges granted to Buyer, may, at the written election of Buyer, be exercised by any authorized agent or contractor of Buyer.
10. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.
11. Right of Inspection. Prior to Close of Escrow for this transaction and effective beginning \_\_\_\_\_, District hereby grants permission to Buyer to enter in, over and upon the Property for the purpose of performing any and all Buyer inspections as deemed necessary.

**This right of inspection does not grant the Buyer the permission, without written approval from District, to do any subsurface drilling, boring, or any other testing that requires Buyer**

**or its agents to disrupt the surface of the ground.**

12. Contingency. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the District Board of Directors.
13. THIS AGREEMENT, contains the entire agreement between the parties and neither party relies upon any warranty or representation not contained in this Agreement. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire contract. Its terms are intended by the parties as final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statements of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year set forth hereinabove.

**MAILING ADDRESS OF DISTRICT:**      **EAST BAY MUNICIPAL UTILITY DISTRICT,**  
a public corporation

East Bay Municipal Utility District  
Real Estate Services  
Attn: Robert Lynn  
375 11th Street, MS 903  
Oakland, CA 94607

By: \_\_\_\_\_  
Matt Elawady  
Manager of Real Estate Services

**DISTRICT**

Date: \_\_\_\_\_

**MAILING ADDRESS OF BUYER:**      **BUYER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name  
Title

**BUYER**

Date: \_\_\_\_\_

## **Exhibit "A"**

### **LEGAL DESCRIPTION**

Real property situated in the unincorporated area of the County of Alameda, State of California, and described as follows:

#### **PARCEL ONE:**

A PORTION OF LOTS 45 AND 47, MAP OF CASTRO MEADOWS, FILED NOVEMBER 1, 1910 IN MAP BOOK 25, PAGE 94, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF SYDNEY WAY AT THE MOST SOUTHERN CORNER OF SAID LOT 45; THENCE ALONG THE SOUTHWESTERN LINE OF SAID LOT 45, NORTH 39° 36' 58" WEST (THE BEARING NORTH 39° 36' 58" WEST BEING TAKEN FOR THE PURPOSE OF THIS DESCRIPTION), 208.83 FEET TO THE ACTUAL POINT OF COMMENCEMENT; THENCE ALONG THE SOUTHWESTERN LINE OF LOTS 45 AND 47, 460.00 FEET TO THE NORTHERN LINE OF SAID LOT 47; THENCE ALONG LAST NAMED LINE, NORTH 88° 36' 57" EAST, 460.00 FEET; THENCE SOUTH 9° 00' 00" WEST, 221.75 FEET; THENCE SOUTH 42° 00' 00" WEST, 197.07 FEET TO THE ACTUAL POINT OF COMMENCEMENT.

CONTAINING AN AREA OF 2.181 ACRES, MORE OR LESS.

#### **PARCEL TWO:**

A Perpetual Non-Exclusive Easement and right of way for the purpose of constructing, reconstructing, repairing, maintaining, and using a roadway and of laying down, constructing, reconstructing, removing, replacing, repairing, maintaining, operation and using, for the transmission and distribution of water and/or electrical energy, a pipe or pipe lines and electrical transmission wires and all necessary poles, braces, connections, fastenings and other appliances and fixtures for use in connection therewith or appurtenant thereto, in, under, along and across the following described real property:

PORTION OF LOT 45, MAP OF CASTRO MEADOWS, FILED NOVEMBER 1, 1910 IN MAP BOOK 25, PAGE 94, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF SYDNEY WAY AT THE MOST SOUTHERN CORNER OF SAID LOT 45; THENCE ALONG THE SOUTHWESTERN LINE OF SAID LOT 45, NORTH 39° 36' 58" WEST (THE BEARING NORTH 39° 36' 58" WEST BEING TAKEN FOR THE PURPOSE OF THIS DESCRIPTION), 30.30 FEET TO THE NORTHERN LINE OF SYDNEY WAY AND THE ACTUAL POINT OF COMMENCEMENT; THENCE CONTINUING ALONG THE SOUTHWESTERN LINE OF SAID LOT 45, NORTH 39° 36' 58" WEST, 178.53 FEET TO THE SOUTHEASTERN LINE OF THE HEREINBEFORE DESCRIBED PARCEL ONE; THENCE ALONG THE LAST NAMED LINE, NORTH 42° 00' 00" EAST, 110.00 FEET; THENCE SOUTH 12° 00' 00" WEST, 113.32 FEET; THENCE SOUTH 39° 36' 58" EAST, 137.33 FEET TO THE NORTHERN LINE OF SAID SYDNEY WAY; THENCE ALONG THE LAST NAMED LINE, SOUTH 81° 08' 42" WEST, 7.60 FEET AND SOUTH 84° 48' 44" WEST, 16.34 FEET TO THE ACTUAL POINT OF COMMENCEMENT.

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