

EBMUD PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS
PROP 29 DINGEE RESERVOIR

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. Any amendment of, or supplement to, this Agreement must be in writing.
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”** and depicted on **Exhibit “B”** attached hereto and made a part hereof.
3. Purchase Price. The total purchase price, payable through escrow, shall be:

Total Purchase Price: _____ (\$ _____)

Purchase Deposit: Two Hundred and Fifty Thousand Dollars (\$ 250,000.00)
District acknowledges this deposit has been received and will be placed in Escrow

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.

5. Escrow. District agrees to open escrow in accordance with this Agreement at:

Old Republic Title Company
Escrow #: 1117018355-JM
555 12th Street, Suite 2000
Oakland, CA 94607

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.

Buyer has already provided the \$250,000 Purchase Deposit to the District for deposit with Escrow (the Purchase Deposit is nonrefundable except in the event that the sale is not approved by the District Board of Directors).

The sale 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 for recordation. In the event the Board of Directors does not approve the sale, the District will refund the Purchase Deposit as well as all expenses incurred from the parcelization process to the Buyer.

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 and the completion of the parcelization process.

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. Record instruments delivered through this escrow.
 - B. Deliver copy of Deed to both parties when conditions of this escrow have been fulfilled by both District and Buyer.
6. Escrow Costs. Buyer and Seller shall each pay one-half of all escrow fees, all premiums for title insurance. Recording fees, documentary transfer taxes, or other real estate transaction taxes, or fees by whatever name known, including escrow fees or broker's commission, if any, and personal property sales taxes where applicable, will be the responsibility of the Buyer. 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 7** 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. Except as expressly set forth in Sections 7 and 8, The District does not guarantee the condition of the property, nor does it assume any responsibility for the conformance to codes or permit regulations of the City and/or County in which the property is located. It is the Buyer's responsibility to determine and comply with all building, planning and zoning regulations relative to the property and the uses to which it can be put. THE PROPERTY WILL BE SOLD ON AN "AS IS" BASIS.
10. The rights and privileges granted to Buyer, may, at the written election of Buyer, be exercised by any authorized agent or contractor of Buyer.

11. 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.
12. Right of Inspection. Prior to Close of Escrow and effective beginning _____ 20____, 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 provided they are conducted under the terms of a District Property Entry Permit and in the presence of District personnel or scheduled with and approved by District personnel in advance.

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.

13. Seller's 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.
14. Buyer's Contingency Period. For a period of thirty (30) days following the full execution of the Agreement, Buyer shall have the right to conduct such tests, undertake such investigation and review such documents and other information, studies and analyses as Buyer deems appropriate regarding the property which shall include but not be limited to review of title and easements, use, environmental, zoning, physical inspections, soil, geotechnical, perc tests, etc subject to the terms of **Section 12** above. Buyer shall have the right to approve or disapprove in its sole and absolute discretion. Upon satisfaction or waiver of the contingencies identified in the Agreement, Buyer's Deposit equal to \$250,000 shall be considered non-refundable but applicable in full toward the purchase price at close of escrow.
15. Liquidated Damages. (This Liquidated Damages section is applicable only if initialed by both Parties). The Parties agree that it would be impracticable or extremely difficult to fix, prior to signing this Agreement, the actual damages which would be suffered by Seller if Buyer fails to perform its obligations under this agreement. Therefore, if, after the satisfaction or waiver of all Buyer's contingencies, Buyer breaches this Agreement, Seller shall be entitled to Liquidated Damages in the amount of \$250,000. Additionally, any escrow cancellation fees and title company charges shall be paid by Buyer. Upon payment of the above-referenced sums to Seller and escrow respectively, Buyer shall be released from any further liability to Seller. If, after the satisfaction or waiver of all Buyer's contingencies, Seller breaches this Agreement, Buyer shall be entitled to a return of Buyer's Deposit in the amount of \$250,000, a refund of expenses incurred from the parcelization process and the Seller shall be responsible for any escrow cancellation fees and title company charges.

Buyer Initials _____

Seller Initials _____

16. 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
Attn: Real Estate Services
1010 Franklin Street, MS 903
Oakland, CA 94607

By: _____
Matt Elawady
Manager of Real Estate Services

DISTRICT

Date: _____

MAILING ADDRESS OF BUYER: **BUYER:**

By: _____
Print Name _____
Print Title _____

BUYER

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Real property situated in the City of Oakland, County of Alameda, State of California, more particularly described as follows:

Being a portion of Plot "A", as said plot is laid down, delineated, and so designated upon that certain map entitled "Map of the Undivided Mountain or Hill Land of the Vicente & Domingo Peralta Rancho as Partitioned by a Decree of the Third District Court of March 2nd, 1875" etc., filed October 6, 1875, in Book 19 of Maps at Page 31 (19 M 31), in the office of the County Recorder of said County of Alameda, described as follows:

PARCEL ONE: "EAST BAY MUNICIPAL UTILITY DISTRICT PROPERTY NUMBER 29"

Being all that certain 2.21 acre parcel of land designated as Parcel 1 ("First") in the Deed from William J. Dinges and Virginia R. Dinges, his wife, to Piedmont Spring Water & Power Company, a corporation, dated September 2, 1891, recorded September 2, 1891, in Book 444 of Deeds at Page 327 (444 OR 327), in the office of the County Recorder of said County of Alameda, described as follows:

BEGINNING at a fence post marked "X" standing in the boundary line between the Ranchos of A.M. and V. and D. Peralta distant South 34° West (said bearing taken for the purpose of this description) eight hundred and thirty-eight <838> feet from the fence on the south side of the road at the junction of the roads from Oakland and from Brooklyn, with the road leading to Moraga Valley; and running thence South 34° West along said boundary line two hundred and ninety-six <296> feet; thence North 56° West three hundred and twenty-five <325> feet to a stake; thence North 34° East two hundred and ninety-six <296> feet to a stake; thence South 56° East three hundred and twenty-five <325> feet to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM:

EXCEPTION ONE: "EAST BAY MUNICIPAL UTILITY DISTRICT SALE NO. 686"

All that portion of real property described in the Deed between East Bay Municipal Utility District, a public corporation and Maurice L. Howard and Georgiana L. Howard, recorded April 25, 1957, in Book 8348 of Deeds, Page 457 (8348 OR 457) in the office of the County Recorder of said County of Alameda, described as follows:

A PORTION of Lot 9 in Block "F", according to the map of "Montclair Acres, Oakland, Alameda County, State of California", filed June 7, 1921, in Book 7 of Maps, pages 86 and 87 (7 M 86), in the office of the County Recorder of Alameda County, and a PORTION of that certain 2.21 acre parcel of land designated as Parcel 1 ("First") in the Deed from William J. Dingee and Virginia R. Dingee, his wife, to Piedmont Spring Water & Power Company, a corporation, dated September

2, 1891, recorded September 2, 1891, in Book 444 of Deeds, page 327 (444 OR 327), Alameda County Records, bounded as follows:

BEGINNING at the southeastern extremity of that certain curve having a radius of 39.89 feet, which connects the southwestern line of Bullard Drive with the western line of McAndrew Drive, as said curve and drives are shown on said map (7 M 86); running thence along the general western line of said McAndrew Drive, the three following courses and distances: southerly along the arc of a curve to the right, with a radius of 235.00 feet, from a tangent which bears South 1°25'50" West (said bearing taken for the purpose of this description), a distance of 127.98 feet, thence southwesterly and westerly along the arc of a compound curve to the right, with a radius of 106.77 feet, tangent to the said last mentioned arc, a distance of 137.34 feet and thence westerly and southwesterly along the arc of a reverse curve to the left, with a radius of 138.52 feet, tangent to the said last mentioned arc, a distance of 116.08 feet to a point on the northwestern line of said Lot 9; thence along the said last mentioned line North 29°06' East 11.26 feet to the most southern corner of the said 2.21 acre parcel of land (444 OR 327); thence along the southwestern boundary line thereof North 56°08' West 139.08 feet; thence North 83°26'02" East 195.50 feet; thence North 33°22'09" East 169.10 feet to a point on the said southwestern line of Bullard Drive; thence along the said last mentioned line the two following courses and distances: South 56°08' East 12.44 feet, and thence southeasterly along the arc of a curve to the left, with a radius of 175.00 feet, tangent to the said last mentioned course, a distance of 57.06 feet to the northwestern extremity of said curve having a radius of 39.89 feet; thence easterly southeasterly and southerly along the arc of a reverse curve to the right, with a radius of 39.89 feet, tangent to the said last mentioned arc, a distance of 53.08 feet to the **POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM:

EXCEPTION TWO: "EAST BAY MUNICIPAL UTILITY DISTRICT SALE NO. 157"

Being all of that real property described as Parcel 1 ("First") in the Deed between East Bay Municipal Utility District, a public corporation and Realty Syndicate Company, a California Corporation, dated March 21, 1923, recorded July 19, 1923, in Book 468 of Deeds, Page 260 (468 OR 260), in the office of the County Recorder of Alameda County, more particularly described as follows:

BEGINNING at a point bearing North 56°08' West (said bearing taken for the purpose of this description) Three hundred twenty-five (325) feet from a stake marked "S.A.44" in the exterior boundary line of Plot "A", as said Plot "A" is laid down, delineated and so designated upon that certain map entitled "Map of the Undivided Mountain or Hill Land of the Vicente & Domingo Peralta Rancho" etc., filed October 6, 1875, in Book 19 of Maps at Page 31 (19 M 31), in the office of the County Recorder of said County of Alameda, hereinafter referred to, said POINT OF BEGINNING being the most westerly corner of that said 2.21 acre parcel of land (444 OR 327) (said parcel formerly referred to as "the land of the East Bay Water Company"); and running thence along the southwesterly boundary line of said 2.21 acre parcel South 56°08' East One hundred

twenty-seven and 90/100 (127.90) feet; thence leaving said Southwesterly boundary line of said 2.21 acre parcel North 2°34' West One hundred forty-one and 27/100 (141.27) feet; thence northerly on the arc of a circle of Four hundred eighty-four (484) feet radius, deflecting to the right or Eastward and tangent to the last mentioned course, a distance of Eighty-four and 44/100 (84.44) feet to the northwesterly boundary line of said 2.21 acre parcel (said parcel formerly referred to as "the land of the East Bay Water Company"), and thence along said Northwesterly boundary line South 33°52' West One hundred eighty-five and 62/100 (185.62) feet to the **POINT OF BEGINNING**.

The aggregate area of the hereinabove described PARCEL ONE containing 1.92 acres, more or less.

PARCEL TWO: "EAST BAY MUNICIPAL UTILITY DISTRICT PROPERTY NUMBER 29-A"

Being a portion of that real property described as Parcel 1 ("First") in the Deed between Realty Syndicate Company, a corporation and East Bay Water Company, a California Corporation, dated March 20, 1922, recorded July 19, 1923, in Book 492 of Deeds, Page 154 (492 OR 154), in the office of the County Recorder of said County of Alameda, described as follows:

All of Lot Numbered Nine (9), in Block Lettered "F", as said lot and block are laid down, delineated, and so designated upon Sheet No. 1 of that certain map entitled "Montclair Acres, Oakland, Alameda County, California." etc., filed June 7, 1921, in Book 7 of Maps, Page 86, in the office of the County Recorder of said County of Alameda.

EXCEPTING THEREFROM: "EAST BAY MUNICIPAL UTILITY DISTRICT SALE NO. 686"

All that portion of real property described in the Deed between East Bay Municipal Utility District, a public corporation and Maurice L. Howard and Georgiana L. Howard, recorded April 25, 1957, in Book 8348 of Deeds, Page 457 (8348 OR 457) in the office of the County Recorder of said County of Alameda, described as follows:

A PORTION of Lot 9 in Block "F", according to the map of "Montclair Acres, Oakland, Alameda County, State of California", filed June 7, 1921, in Book 7 of Maps, pages 86 and 87 (7 M 86), in the office of the County Recorder of Alameda County, and a PORTION of that certain 2.21 acre parcel of land designated as Parcel 1 ("First") in the Deed from William J. Dingee and Virginia R. Dingee, his wife, to Piedmont Spring Water & Power Company, a corporation, dated September 2, 1891, recorded September 2, 1891, in Book 444 of Deeds, page 327 (444 OR 327), Alameda County Records, bounded as follows:

BEGINNING at the southeastern extremity of that certain curve having a radius of 39.89 feet, which connects the southwestern line of Bullard Drive with the western line of McAndrew Drive, as said curve and drives are shown on said map (7 M 86); running thence along the general western line of said McAndrew Drive, the three following courses and distances: southerly along the arc of a curve to the right, with a radius of 235.00 feet, from a tangent which bears South 1°25'50" West (said bearing taken for the purpose of this description), a distance of 127.98 feet, thence southwesterly and westerly along the arc of a compound curve to the right, with a radius of 106.77 feet, tangent to the said last mentioned arc, a distance of 137.34 feet and thence westerly and southwesterly along the arc of a reverse curve to the left, with a radius of 138.52 feet, tangent to the said last mentioned arc, a distance of 116.08 feet to a point on the northwestern line of said Lot 9; thence along the said last mentioned line North 29°06' East 11.26 feet to the most southern corner of the said 2.21 acre parcel of land (444 OR 327); thence along the southwestern boundary line thereof North 56°08' West 139.08 feet; thence North 83°26'02" East 195.50 feet; thence North 33°22'09" East 169.10 feet to a point on the said southwestern line of Bullard Drive; thence along the said last mentioned line the two following courses and distances: South 56°08' East 12.44 feet, and thence southeasterly along the arc of a curve to the left, with a radius of 175.00 feet, tangent to the said last mentioned course, a distance of 57.06 feet to the northwestern extremity of said curve having a radius of 39.89 feet; thence easterly southeasterly and southerly along the arc of a reverse curve to the right, with a radius of 39.89 feet, tangent to the said last mentioned arc, a distance of 53.08 feet to the **POINT OF BEGINNING**.

Containing 0.03 acres, more or less.

PARCEL THREE: "EAST BAY MUNICIPAL UTILITY DISTRICT PROPERTY NUMBER 29-B"

Real property being a portion of Plot "A", as said plot is laid down, delineated, and so designated upon that certain map entitled "Map of the Undivided Mountain or Hill Land of the Vicente & Domingo Peralta Rancho as Partitioned by a Decree of the Third District Court of March 2nd, 1875" etc., filed October 6, 1875, in Book 19 of Maps at Page 31 (19 M 31), in the office of the County Recorder of said County of Alameda, described as follows:

Being all that real property described as Parcel 2 ("Second") in the Deed between Realty Syndicate Company, a corporation and East Bay Water Company, a California Corporation, dated March 20, 1922, recorded July 19, 1923, in Book 492 of Deeds, Page 154 (492 OR 154), Alameda County Records, described as follows:

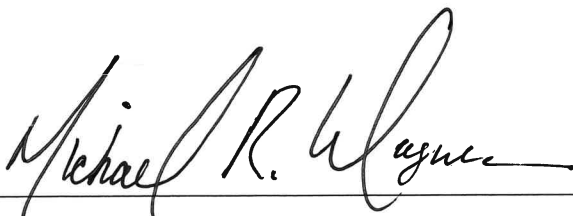
BEGINNING at a point bearing North 56°08' West (said bearing taken for the purpose of this description), Three Hundred and Twenty-five (325) feet from the most northerly corner of Lot

Numbered Nine (9), in Block Lettered "F", as said Lot Numbered Nine (9) and said Block Lettered "F" are laid down, delineated, and so designated upon Sheet No. 1 of that certain map entitled "Montclair Acres, Oakland, Alameda County, California." etc., filed June 7, 1921, in Book 7 of Maps, pages 86 and 87 (7 M 86), in the office of the County Recorder of said County of Alameda, said POINT OF BEGINNING also being the most Northerly corner of that certain 2.21 acre parcel of land designated as Parcel 1 ("First") in the Deed from William J. Dinges and Virginia R. Dinges, his wife, to Piedmont Spring Water & Power Company, a corporation, dated September 2, 1891, recorded September 2, 1891, in Book 444 of Deeds at Page 327 (444 OR 327), in the office of the County Recorder of said County of Alameda, (said parcel formerly referred to as "the land of the East Bay Water Company, a corporation"); and running thence North 56°08' West Sixteen and 9/100 (16.09) feet; thence Southwesterly on the arc of a circle of Twenty (20) feet radius, deflecting to the left or Southward and tangent to last mentioned course, a distance of Thirty-eight and 97/100 (38.97) feet; thence South 12°13' West, tangent to last mentioned arc, Forty-nine and 36/100 (49.36) feet; thence Southerly on the arc of a circle of Four Hundred Eighty-four (484) feet radius, deflecting to the left or Eastward and tangent to last mentioned course, a distance of Forty and 44/100 (40.44) feet to the Northwesterly boundary line of that said 2.21 acre parcel of land (said parcel formerly referred to as "the land of the East Bay Water Company, a corporation"), and thence along said Northwesterly boundary line North 33°52' East One Hundred Ten and 18/100 (110.18) feet to the **POINT OF BEGINNING**.

Containing 0.06 acres, more or less.

EXHIBIT "B" IS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT, IN AUGUST 2024.



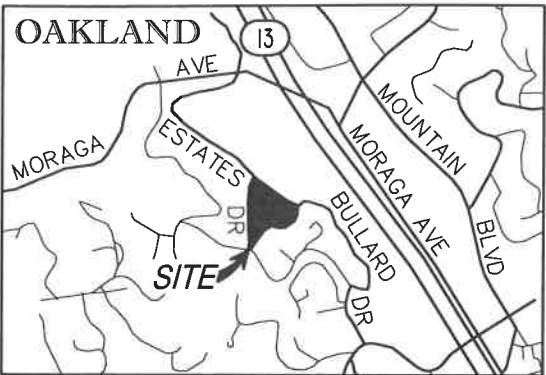
MICHAEL WAGNER, LS 9151

DATE



H:\00_JOB-2009\8722\PROP 29 - DINGEE RESERVOIR - BULLARD DR., OAKLAND\DWG\INGEERES-EXHB B1.DWG

JOB NO. 8722



VICINITY MAP
(NO SCALE)

POINT OF BEGINNING
PARCEL ONE:
FENCE POST MARKED "X"



LEGEND

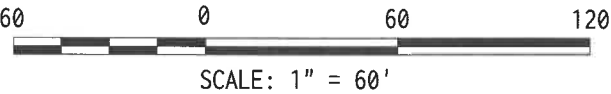
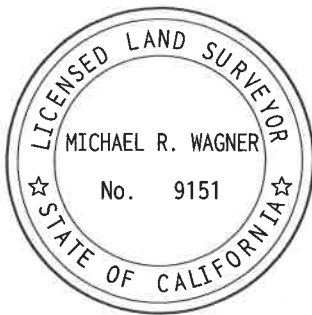
	RIGHT OF WAY LINE
	SUBJECT PARCELS
	SUBDIVISION LINE
	PARCEL LINE
	AREA DESCRIBED IN EXHIBIT "A" (ATTACHED)
	NOT TO SCALE
	REFERENCE NUMBER
	TOTAL

NOTES:

- THIS DRAWING IS NOT BASED ON AN E.B.M.U.D. SURVEY. INFORMATION SHOWN HEREON IS COMPILED FROM RECORD DOCUMENTS LISTED IN THE REFERENCES BELOW
- BEARINGS AND DISTANCE SHOWN ARE BASED ON RECORD INFORMATION

REFERENCES:

- MAP OF THE UNDIVIDED MOUNTAIN OR HILL LAND, 19 M 31, 10/6/1875
- DEED, 444 OR 327, 9/2/1891
- MAP OF MONTCLAIR ACRES, 7 M 86, 6/7/1921
- MAP OF MONTCLAIR ESATES, 3 M 43, 10/9/1922
- DEED, 468 OR 260, SALE NO. 157, 7/19/1923
- DEED, 492 OR 154, 7/19/1923
- DEED, 8348 OR 457, SALE NO. 686, RESOLUTION NO. 18056, 4/25/1957



EAST BAY MUNICIPAL UTILITY DISTRICT OAKLAND, CALIFORNIA	
PROPERTY	
SALE	
DINGEE RESERVOIR	
CITY OF OAKLAND - COUNTY OF ALAMEDA	
STRUCTURE, PROJ. CODE, OR ZONE DESIGNATION	EXHIBIT B
SCALE: 1" = 60'	
DATE: AUGUST 12, 2024	

DRAWN BY: NICK DORING
CHECKED BY: MICHAEL WAGNER
APPROVED
ASSISTANT LAND SURVEYING
SUPERVISOR, NO. 9151

Michael Wagner

