

DUPLICATE
ORIGINAL

PURCHASE AND SALE AGREEMENT
(1661 West Fremont St., Stockton, CA APN: 135-110-14)

KEY PROVISIONS SUMMARY

Effective Date (Section 15.15)	The date this Agreement is executed by the last to sign of Buyer and Seller (as indicated by the date associated with such Party's signature) as shown on the signature page(s) attached hereto	
Seller	Andrew J. Frey and Debra D. Frey, Trustees of the Andrew and Debra Frey Revocable Trust dated May 24, 2023	
Buyer	City of Stockton, a municipal corporation	
Property	That certain real property containing approximately .68 acres located at 1661 W. Fremont St., Stockton, California (San Joaquin County tax parcel number 135-110-140) as more particularly described by a legal description from a deed/title policy attached hereto as <u>Exhibit A</u> and as depicted on the site plan or survey attached hereto as <u>Exhibit B</u> and that certain personal property described as the office furniture and equipment and veterinary equipment listed in <u>Exhibit D</u> attached hereto.	
Escrow Agent	Melissa Corbin Chicago Title Company 3203 W. March Lane, Suite 110 Stockton, CA 95219 Melissa.Corbin@ctt.com Escrow No.: FSST-5352401707	
Earnest Money (Section 3)	\$320,000 (Three Hundred and Twenty Thousand Dollars)	
Purchase Price (Section 4)	\$3,200,000 (Three Million and Two Hundred Thousand Dollars)	
Closing Date (Section 8.1)	Not later than 60 days after the Effective Date	
Notices (Section 13)	<u>Seller:</u>	<u>Buyer:</u>
	Andrew J. Frey and Debra D. Frey, Trustees of the Andrew and Debra Frey Revocable Trust dated May 24, 2023 Attention: Andrew Frey 1128 Rivergate Drive Lodi, CA 95240 Email: afrey@comcast.net	City of Stockton Attention: Director, Economic Development 400 E. Main St., 4 th Floor Stockton, CA 95202 Email: realproperty@stocktonca.gov
Exhibits:	Exhibit A – Legal Description of Property Exhibit B – Site Plan or Survey of Property Exhibit C – Form of Deed Exhibit D – List of Office Furniture and Equipment and Veterinary Equipment Subject to Sale	

PURCHASE AND SALE AGREEMENT
(1661 West Fremont St., Stockton, CA APN: 135-110-14 "Property")

This Purchase and Sale Agreement ("Agreement") is made by and between Andrew J. Frey and Debra D. Frey, Trustees of the Andrew and Debra Frey Revocable Trust dated May 24, 2023 ("Seller") and City of Stockton, a municipal corporation ("Buyer"), referred to individually as a "Party" and collectively as the "Parties", to be effective as of _____, 2025, which is the date mutually executed by the Parties ("Effective Date").

The Parties agree as follows:

1. **Key Provisions Summary; Enumeration of Exhibits.** References in the body of this Agreement to a portion of the Key Provisions Summary (e.g., the defined terms in the left-hand column of the Key Provisions Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the Key Provisions Summary. References in the Key Provisions Summary to a portion of the body of this Agreement (e.g., Section references in the right-hand column of the Key Provisions Summary) shall be deemed and construed to incorporate all the terms provided under each such referenced portion of the body of this Agreement. Notwithstanding anything set forth above, if there is any inconsistency between the Key Provisions Summary and another portion of this Agreement, the terms of the Key Provisions Summary shall control. The Exhibits enumerated in the Key Provisions Summary and attached to this Agreement are incorporated in this Agreement by reference and are to be construed as a part of this Agreement. Each Party shall perform any obligations on its part as set forth in any and all such Exhibits. **Except where otherwise expressly provided for in this Agreement, any consent or approval required under this Agreement shall not be unreasonably withheld, delayed, or conditioned.**

2. **Agreement of Sale and Purchase.** Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property.

3. **Earnest Money.**

3.1. On or before 5:00 p.m. on the tenth business day after the Effective Date, Buyer shall deposit with the Escrow Agent (as set forth in the Key Provisions Summary) the Earnest Money (as set forth in the Key Provisions Summary). All sums paid by Buyer to Escrow Agent hereunder are included as part of the Earnest Money. Escrow Agent shall deposit the Earnest Money in a non-interest bearing account and shall hold, refund, disburse, and/or distribute, as the case may be, the Earnest Money in accordance with the terms hereof.

3.2. Upon request from Escrow Agent, Seller and Buyer shall enter into such escrow agreement as Escrow Agent may reasonably request and shall jointly and severally hold Escrow Agent harmless with respect to the performance of its duties as Escrow Agent, except to the extent caused by the gross negligence or willful or wanton misconduct of Escrow Agent.

3.3. **Escrow Agent Terms.**

3.3.1. In the event of a default by Buyer under the terms of this Agreement leading to termination of this Agreement by Seller as provided in Section 9.1 below, or the termination of this Agreement by Seller in accordance with its terms, Escrow Agent is instructed

to deliver the Earnest Money to Seller. In the event of a default by Seller under the terms of this Agreement as provided in Section 9.2 below, or the termination of this Agreement by Buyer in accordance with its terms, Escrow Agent is instructed to deliver the Earnest Money to Buyer. If the sale of the Property is closed, Escrow Agent is instructed to deliver the Earnest Money to Seller to be treated as a credit against the Purchase Price at Closing.

3.3.2. The duties of the Escrow Agent are only as herein specifically provided and purely ministerial in nature and the Escrow Agent incurs no liability whatever except for gross negligence or willful or wanton misconduct. Seller and Buyer each release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder. If Escrow Agent is also attorney for a Party hereto, service by the Escrow Agent as Escrow Agent does not disqualify it from representing such Party in connection with the transactions provided for in this Agreement.

3.3.3. Any request for disbursement of the Earnest Money must be signed by Buyer and Seller; provided, however, that: (1) if either Party terminates this Agreement in accordance with its terms, the non-terminating Party's joinder in a request for disbursement of the Earnest Money to the terminating Party pursuant to such termination is not required and (2) if either Party makes a written request for disbursement to Escrow Agent, with a copy to the other Party, and the other Party fails to object in writing within ten (10) business days, Escrow Agent is authorized to disburse the Earnest Money to the requesting Party. In addition, Escrow Agent is authorized to disburse the Earnest Money in accordance with a court order.

3.3.4. In connection with this escrow, Buyer and Seller shall execute such additional agreements as Escrow Agent may reasonably request. If, at any time, there exists any dispute or contradiction among the Parties hereto with respect to the holding or disposition of the Earnest Money or funds for Closing, or if at any time Escrow Agent is unable to determine to Escrow Agent's sole satisfaction the proper disposition of the Earnest Money or funds for Closing, or Escrow Agent's proper actions with respect to its obligations hereunder, then Escrow Agent may, in its sole discretion, resign as Escrow Agent hereunder by delivery of written notice to all Parties hereto, and upon such resignation, Escrow Agent shall pay the Earnest Money or funds for Closing and all interest, if any, earned thereon to (i) any court of competent jurisdiction for holding and disposition in accordance with the instructions of such court, or (ii) any successor escrow agent designated mutually among the Parties hereto for holding and disposition in accordance herewith or any successor escrow agreement. Upon such resignation, Escrow Agent has no further obligations under this Agreement. Escrow Agent has no liability to any Party hereto or any other person with respect to any such suspension of performance or disbursement into court or successor escrow agent, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Earnest Money or funds for Closing, or any delay in or with respect to any other action required or requested of Escrow Agent. Buyer and Seller, jointly and severally, shall reimburse Escrow Agent for all costs and expenses of any legal action or proceeding in connection with the Earnest Money, funds for Closing, or Escrow Agent's obligations hereunder, including reasonable attorneys' fees and disbursements actually incurred, and shall indemnify, defend, and hold harmless Escrow Agent from any and all claims, actions, liabilities, judgments, and costs (including reasonable attorneys' fees actually incurred) incurred in connection with the escrow of the Earnest Money or funds for Closing. Escrow Agent is not liable for any loss of the Earnest Money or funds for Closing by (or as a result of failure of) the bank in which such funds are deposited. Escrow Agent may rely upon any instrument, not only as to its due execution, validity, and effectiveness, but also as to the truth and accuracy of any information contained therein, which appears to have been signed or presented by the person or Party purporting to sign the

same. Escrow Agent is not liable for incidental, indirect, special, consequential, or punitive damages.

3.4. Independent Consideration. The Earnest Money being delivered by Buyer includes the amount of One Hundred No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement ("**Independent Consideration**"), which shall be retained by Seller in all instances. If the Closing occurs or if this Agreement is terminated for any reason, then Escrow Holder shall first disburse to Seller from the Earnest Money, the Independent Consideration. The Independent Consideration shall be nonrefundable under all circumstances and shall not be applied to the Purchase Price at Closing. The Independent Consideration, plus Buyer's agreement to pay the costs provided in this Agreement, has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Inspection Period, and such consideration is adequate for all purposes under any applicable law or judicial decision.

4. Purchase Price.

4.1. Purchase Price. The total purchase price to be paid by Buyer for the Property shall be Three Million and Two Hundred Thousand Dollars and no/100ths (\$3,200,000) ("**Purchase Price**") which shall be paid as provided in this Section 4.

4.2. Intentionally Omitted.

4.3. Delivery of Purchase Price to Escrow. The Purchase Price for the Property (as adjusted by the terms of this Agreement) is payable as follows: (i) Escrow Agent will deliver the Earnest Money to Seller at Closing (as defined in Section 11) and (ii) Buyer shall pay the balance of the Purchase Price to Seller (or Escrow Agent) at Closing by wired funds. Seller shall provide wire instructions to Escrow Agent prior to Closing. The Purchase Price will not be adjusted if the number of acres contained in the boundaries of the Property or the square footage of any improvements at the Property is later shown to be more or less than the number of acres or square footage as set forth in the Key Provisions Summary or any of the Due Diligence Documents (as defined in Section 14).

5. Costs and Pro-Rations at Closing.

5.1. Transfer Taxes, Recording Fees and Other Fees. Seller shall pay the cost to prepare the Deed from Seller, and the cost of recording all documents necessary to correct or remove defects in or encumbrances upon Seller's title to the Property (if applicable). Buyer shall pay the cost of any title examination fees or other due diligence costs (including but not limited to any survey obtained by Buyer), the cost of any title insurance obtained by Buyer, the cost of preparing and/or recording all documents to be recorded other than those referred to in the preceding sentence, all escrow fees, and any other costs related to the Closing. Each Party shall pay its own attorney's fees. Buyer hereby represents to Seller that the sale of the Property by Seller to Buyer is exempt from documentary transfer taxes.

5.2. Taxes. Ad valorem taxes and assessments ("**Taxes**") assessed against the Property for the year in which Closing occurs will be pro-rated on a calendar year or fiscal year basis, as applicable, as of the day of Closing, with Seller charged at Closing for the portion of such Taxes for the year in which Closing occurs that are outstanding and attributable to the period prior to the Closing Date (and with Seller credited at Closing for the portion of Taxes for the year in which Closing occurs that were paid by Seller prior to Closing and are attributable to the period

on or after the Closing Date). If tax bills/notices/assessments have not yet been issued for the current calendar or fiscal year as of Closing, such taxes charged to (or credited to) Seller at Closing shall be pro-rated at Closing based upon the most recent tax bill/notice/assessment available as of the Closing Date, which shall be deemed conclusive between Seller and Buyer for all purposes. Buyer hereby represents to Seller that Buyer is not required to pay Taxes on real property it owns in the City of Stockton; as such, Buyer shall not be charged at Closing for any Taxes assessed against the Property for the year in which Closing occurs attributable to the period on and after the Closing Date.

5.3. Utilities. If any utility services are presently being provided to the Property, Seller will pay for such services through the Closing Date, but thereafter any such services in the name of Seller will be terminated. Notwithstanding the foregoing, Buyer shall transfer all utility services at the Property to Buyer as of the Closing Date. If Buyer fails to so transfer the utility services, Buyer shall indemnify, hold harmless, pay, and reimburse Seller, its agents, employees, and contractors, from, for, and against any and all suits, actions, claims, costs, fees, sums, amounts, losses, causes of action, damages, liabilities, and expenses (including reasonable attorneys' fees, court costs, and alternative dispute resolution expenses) caused in whole or in part or arising directly or indirectly out of Buyer's failure to so transfer such utilities. The foregoing indemnification obligations of Buyer survive Closing.

6. Conveyance of Title.

6.1. Deed. Seller shall convey title to the Property to Buyer by grant deed in the form attached hereto as Exhibit C (the "**Deed**"), subject to Taxes for the year of Closing which will be pro-rated between the Parties at Closing as provided in Section 5.2 above and subject to matters of survey, easements, encumbrances, restrictions, and any other matters of record, other than defects and encumbrances to be removed, corrected and/or satisfied in accordance with Section 7 below. Seller shall not cause or permit any other defects in or liens, encumbrances, or limitations upon Seller's title to the Property to arise from and after the Effective Date.

6.2. Legal Description. Seller shall convey the Property by the Deed using the historic legal description of the Property that is of record. If requested by Buyer, and at Buyer's expense, Seller also shall convey the Property by a quit-claim (non-warranty) deed using the legal description taken from a current and accurate survey of the Property obtained by Buyer at Buyer's expense from a registered land surveyor.

6.3 Certificate of Acceptance. On or after the effective date of the grant deed and after receipt of the executed (signed and dated) grant deed, or a copy thereof, Buyer shall deposit with the Escrow Holder a Certificate of Acceptance for the Property which has been executed by the Buyer.

7. Indemnification. Seller agrees to indemnify, defend and hold the Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees) (collectively, "**Losses**"), the value of which aggregate Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00) or less ("Cap"), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal by Seller of any hazardous waste, toxic substances, or related materials ("Hazardous Material") on, under, in or about, or the

transportation by Seller of any such materials to or from, the Property, or (ii) the pre-Closing violation by Seller of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. Once the Cap is reached, Seller will have no liability or any indemnification obligation to Buyer for Losses in excess of the Cap. Any claim for indemnification for any Losses will be reduced by any amount that Buyer receives from any insurance policy regarding those Losses. The indemnity provided in this Section 7 extends only to liability created prior to or up to the Closing Date, and survives the Closing Date for one (1) year.

8. Closing.

8.1. Closing Date. The Closing (the "**Closing**") of the acquisition will occur, if at all, at the offices of Escrow Agent. The date of Closing is the Closing Date set forth in the Key Provisions Summary.

8.2. Closing Documents. Seller shall execute and deliver to Escrow Agent prior to the Closing the Deed, and on or prior to the Closing a customary owner's affidavit with respect to the Property, and an affidavit evidencing Seller's non-foreign status for federal tax purposes. At or prior to Closing, each Party shall deliver to Escrow Agent such other documents reasonably required by the other Party or Escrow Agent to establish the authority of such Party to enter into and close the transactions contemplated hereby and to complete and evidence the acquisition of the Property contemplated hereby, including, without limitation, a closing statement and such other documents as are reasonably necessary or appropriate to satisfy applicable federal requirements for the reporting of real estate transactions.

9. Breach, Termination, and Expiration.

9.1. Breach by Buyer. Notwithstanding anything to the contrary contained herein, if Buyer fails or refuses to close when required to do so, or is otherwise in breach of this Agreement, and fails to cure either of such breaches within ten (10) days of receipt of written notice of a breach from Seller, then the Earnest Money will be promptly paid over to Seller as full liquidated damages for Buyer's failure or refusal to close in accordance with the terms of this Agreement, or for Buyer's other breach, as the case may be. The Parties acknowledge the difficulty of ascertaining Seller's damages in such a circumstance and agree that the amount of the Earnest Money represents a reasonable and mutual attempt by Buyer and Seller to anticipate the consequence to Seller of Buyer's breach. Upon the implementation of this Section 9.1, and except for obligations that survive the expiration or earlier termination of this Agreement, this Agreement is deemed terminated and neither Party has any rights hereunder to specific performance or to damages other than liquidated damages as provided in this Section 9.1 for Buyer's failure or refusal to close, or for Buyer's other breach of this Agreement, as the case may be.

9.2. Breach by Seller. Notwithstanding anything to the contrary contained herein, if Seller fails or refuses to close when required to do so, or is otherwise in breach of this Agreement, and fails to cure either of such breaches within ten (10) days of receipt of written notice of a breach from Buyer, then the Earnest Money, plus an amount equal to the amount of the Earnest Money (collectively, "**Seller's Default Payment**"), will be promptly paid to Buyer as full liquidated damages for Seller's failure or refusal to close in accordance with the terms of this

Agreement or for Seller's other breach, as the case may be. The Parties acknowledge the difficulty of ascertaining Buyer's damages in such a circumstance and agree that the amount of Seller's Default Payment represents a reasonable and mutual attempt by Seller and Buyer to anticipate the consequence to Buyer of Seller's breach. Upon the implementation of this Section 9.2, and except for obligations that survive the expiration or earlier termination of this Agreement, this Agreement is deemed terminated and neither Party has any rights hereunder to specific performance or to damages other than liquidated damages as provided in this Section 9.2 for Seller's failure or refusal to close, or for Seller's other breach, as the case may be.

10. Cancellation of Record of Buyer's Rights. If this Agreement expires or is terminated prior to Closing, Buyer's rights and interests in and to the Property are deemed void; provided, however, that Buyer shall, upon request of Seller, execute and deliver to Seller a quit-claim deed releasing the Property from any right or interest of Buyer.

11. Confidentiality. All documents, records, and materials provided to or made available to Buyer hereunder, are confidential and Buyer shall not distribute or disclose them to any person or entity other than to (i) Buyer's directors, officers, employees, and partners, (ii) those consultants, lenders, or other third parties working with Buyer in connection with this Agreement that need to know such information for the purpose of consummating Closing, and (iii) members of the public to the extent required for Buyer to comply with its obligations under California's Public Records Act (California Government Code Section 7920.000 *et seq.*). If Buyer receives a subpoena or other request to disclose this Agreement or any such documents, records or materials under California's Public Records Act, Buyer shall promptly notify Seller thereof in order to permit Seller the opportunity to seek a protective order or take any other appropriate action to prevent disclosure of this Agreement or such documents, records or materials.

12. Assignment. Buyer shall not assign Buyer's rights under this Agreement without Seller's prior written consent, which may be withheld by Seller in its sole and absolute discretion (it being understood that Seller is entering into this transaction in part because of Buyer's and/or Buyer's principals' specific experience and creditworthiness).

13. Notices.

13.1. Written Notice; Delivery Methods. Each Party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**" (but sometimes "**notice**")) pursuant to this Agreement shall: (i) give the Notice in writing; (ii) cause the Notice to be signed by an authorized representative of the sending Party (the sending Party's attorney is authorized to sign and send a Notice on behalf of the sending Party); and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: (a) personal delivery; (b) Certified Mail, return receipt requested, with postage paid; (c) nationally recognized overnight courier, with all fees paid; or (d) email (but only if a Party's email address is included in its notice address in the Key Provisions Summary or is otherwise provided to the other Party by a Notice).

13.2. Addresses. Each Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "**Addressee**") at the address(es) listed in the Notice Addresses section of the Key Provisions Summary or to another Addressee or at another address as designated by a Party in a Notice pursuant to this Section 13.

13.3. Effectiveness of a Notice. Except as provided elsewhere in this Agreement, a Notice is effective only if (i) the Party giving the Notice has complied with the two subsections set forth above and (ii) the Notice is deemed to have been received by the Addressee. A Notice is deemed to have been received by the Addressee as follows: (a) if a Notice is delivered in person, sent by Certified Mail, or sent by nationally recognized overnight courier: on the earlier of the date of delivery or the date the Notice is available for pickup, all as evidenced by the records of the delivering person or entity; (b) if a Notice is sent by email: on the date the email Notice is sent to the Addressee's email address; and (c) if the Addressee rejects or otherwise refuses to accept the Notice (e.g., if the Addressee does not pick up the Notice timely), or if the Notice cannot be delivered because of a change in address for which no Notice was given: upon the rejection, refusal, or inability to deliver the Notice, which shall be deemed to be the date of rejection, refusal, inability to deliver, or availability for pickup, all as evidenced by the records of the delivering person or entity. If a Notice is sent by email, the Party sending the Notice also must send, unless such requirement is waived in a return email from the receiving Party, a confirmation copy of the Notice by one of the other methods in the first subsection set forth above within three (3) business days after the send date of the email, but the lack of delivery of such other Notice does not negate the email Notice.

13.4. Delivery Time of Notice. Notwithstanding the foregoing, if any Notice is received after 5:00 p.m. on a Business Day where the Addressee is located, or on a day that is not a Business Day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next Business Day where the Addressee is located.

14. Brokers. Each Party represents to the other that it has had no dealings with any real estate broker, agent, or finder in connection with the negotiation of this Agreement and that it knows of no real estate broker or agent entitled to any commission or finder's fee in connection with this Agreement. Each Party shall indemnify and hold harmless the other Party from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs, and expenses (including attorneys' fees and costs) with respect to any leasing commission, finder's fee, or equivalent compensation alleged to be owing on account of the indemnifying Party's dealings with any real estate broker, agent, or finder. The provisions of this Section 14 survive Closing or the earlier termination of this Agreement.

15. Additional Terms.

15.1. Successors or Assigns. The terms, conditions, covenants, and agreements of this Agreement extend to and are binding upon Seller, Buyer, and their respective heirs, administrators, executors, legal representatives, and permitted successors and assigns, if any.

15.2. Severability. If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section 15.2, the rest of this Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

15.3. Waiver. The Parties may waive any provision of this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the Parties, operates

as a waiver or estoppel of any right, remedy, or condition. A waiver once given is not to be construed as a waiver on any future occasion or against any other person or entity.

15.4. Amendment. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

15.5. Headings & Interpretation. The descriptive headings/captions of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation. Whenever used in this Agreement: (i) the words "herein", "hereof", and similar words refer to this Agreement in its entirety and not solely to any specific sentence, paragraph, or section; (ii) the words "include," "includes," and "including" mean considered as part of a larger group, incorporate "without limitation", and are not limited to the items recited (it being the intention of the Parties that each hereby waives the benefits of Section 3534 of the California Civil Code); (iii) the word "shall" means "is obligated to"; (iv) the word "may" means "is permitted to, but is not obligated to"; and (v) unless otherwise noted reference to a specific Section or Exhibit is a reference to a Section or Exhibit in this Agreement.

15.6. Choice of Law. The laws of the state, commonwealth, or jurisdiction where the Property is located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

15.7. Authority to Execute. Each Party represents to the other Party that this Agreement: (i) resulted from an arm's-length negotiation; (ii) has been duly authorized, executed, and delivered by and on behalf of such Party; and (iii) constitutes the valid, binding, and enforceable agreement of such Party in accordance with the terms of this Agreement. In addition, Seller represents to Buyer that Seller has the full right, power, and authority to enter into this Agreement without the necessity of obtaining any third party approval (other than those already obtained by Seller) and that the terms of this Agreement do not violate any agreement, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Agreement.

15.8. No Construction Against Drafting Party. Seller and Buyer acknowledge that each of them and their respective counsel have had an opportunity to review this Agreement and that this Agreement will not be construed for or against either Party merely because such Party prepared or drafted this Agreement or any particular provision thereof.

15.9. Counterparts & Digital Signatures. The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all Parties need not appear on the same counterpart. This Agreement is valid, binding, and enforceable against a Party only when executed by an authorized individual on behalf of a Party by means of (i) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature has for all purposes the same validity, legal effect, and admissibility in evidence as an original manual signature. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party(ies) In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

15.10. Damages. Notwithstanding anything set forth in this Agreement to the contrary, neither Party is liable to the other for any special, indirect, punitive, or consequential damages.

15.11. Time of the Essence. Time is of the essence in this Agreement.

15.12. Business Days. "**Business Day**" (or "**business day**") means any day other than a Saturday, Sunday or any other day on which Buyer's administrative offices or Escrow Agent is not open for business. In the event any date, deadline or due date set forth in this Agreement falls on a day that is not a Business Day, then such deadline or due date shall automatically be extended to the next Business Day.

15.13. Attorneys' Fees. In the event of any litigation related to this Agreement, whether to enforce its terms, recover for default, or otherwise, if either Party receives a judgment, settlement, or award in its favor (the "**Receiving Party**") against the other Party (the "**Paying Party**") in such litigation, the Paying Party will pay upon demand all of the Receiving Party's costs, charges, and expenses (including reasonable attorneys' fees, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto); provided, however, that if prior to commencement of a trial in the litigation the Paying Party offers to pay an amount equal to or in excess of such judgment, settlement, or award, the Receiving Party is not entitled to any such costs, charges, or expenses.

15.14. Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or legal entity other than the signatories.

15.15. Effective Date. If Buyer or Seller signs this Agreement but fails to date its signature then the date that the second Party to sign receives the other Party's undated signature will be deemed to be the date of the undated signature and the second Party to sign may inscribe such date as the date associated with the undated signature; provided, however, that if only one of Buyer or Seller dates its signature below, then such date is deemed to be the Effective Date of this Agreement.

15.16. Anti-Money Laundering, Sanctions, and Anti-Corruption.

15.16.1. "**AML Laws**" means all U.S. anti-money laundering laws that criminalize money laundering or any predicate crimes to money laundering. "**Anti-Corruption Laws**" means the U.S. Foreign Corrupt Practices Act and any similar applicable statute, rule, or regulation relating to bribery or corruption. "**Sanctions**" means any economic, trade, or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes, or anti-terrorism laws imposed from time to time by the United States government including but not limited to those administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. Each Party represents to the other Party that it is not a target of Sanctions and will not directly or indirectly transfer any of its interest in the Agreement to a target of Sanctions. At all times during the term of this Agreement each Party shall not violate applicable Sanctions, AML Laws, or Anti-Corruption Laws to the extent that such violation results in it being unlawful for the non-violating Party to transact business under the Agreement with the violating Party. If a violation occurs that results in it being unlawful for the non-violating Party to transact business under the Agreement with the violating Party, the non-violating Party may suspend, upon written notice thereof to the violating Party, any monetary obligations under the Agreement until such time as the violating

Party is no longer in violation. In addition, if such violation is not cured promptly, the non-violating Party may terminate the Agreement upon prior written notice thereof to the violating Party.

15.16.2. "Sanctions Info" means (i) full legal name, (ii) TIN/SSN for an entity or individual, as applicable, that is a Party to the Agreement, and (iii) full current business street address. **"Entity Signatory"** (collectively, **"Entity Signatories"**) means an entity that executes this Agreement directly or indirectly for an entity Party. Buyer shall, prior to execution of this Agreement, deliver to Seller a notice setting forth Sanctions Info for all entities and individuals that are a Party to the Agreement and for all Entity Signatories (e.g., if the entity executing this Agreement is John Smith LLC (the entity Party) by Peter Jones LLC, its sole manager (the Entity Signatory), by Jack Miller, its sole manager, then the notice must include Sanctions Info for John Smith LLC and for Peter Jones LLC, but not for Jack Miller). Thereafter, each Party shall, within five (5) business days after receipt of written notice thereof from the other Party, deliver to the requesting Party a notice setting forth the Sanctions Info (see example above) for all entities and individuals that are a Party to the Agreement and for all Entity Signatories.

15.17. Tax-Free Exchange. Each Party has informed the other that it may desire to have this transaction constitute a tax-free exchange of properties utilizing the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. Each Party agrees to cooperate with the other Party to effectuate and facilitate such an exchange, provided that: (a) the exchange does not delay Closing under this Agreement, (b) the non-exchanging Party does not incur any additional liability or expense (other than nominal legal fees for reviewing any exchange documentation) as a result of its cooperation, and (c) the non-exchanging Party is not required to enter into any contract to purchase any other property, or take title to any property other than the Property. In particular, Buyer may, upon at least ten (10) business days' prior written notice thereof to Seller, assign its rights under this Agreement prior to Closing to a "Qualified Intermediary," as that term is defined in applicable Treasury Regulations.

15.18. Natural Hazard Disclosure. Seller has commissioned an affiliate of Escrow Agent to prepare a natural hazard disclosure statement (the **"Natural Hazard Disclosure"**), including the matters required by that certain Article 1.7 of the California Civil Code (currently Section 1103 through 1103.14). Buyer acknowledges that the Natural Hazard Disclosure shall serve to satisfy any and all disclosure requirements relating to the matters referenced in the Natural Hazard Disclosure. Seller does not warrant or represent either the accuracy or completeness of the information in the Natural Hazard Disclosure, and Buyer shall use the same merely as a part of its overall investigation of the Property.

16. Merger/Prior Agreements. THIS AGREEMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS AGREEMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS AGREEMENT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS AGREEMENT, THE PARTIES HAVE NOT RELIED UPON ANY STATEMENT, REPRESENTATION, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT. THERE IS NO CONDITION PRECEDENT TO THE EFFECTIVENESS OF THIS AGREEMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

17. **Binding Effect.** This Agreement, as executed by Seller, constitutes an offer to Buyer to execute this Agreement upon approval by resolution from Buyer's City Council.

The Parties hereby execute this Agreement as of the dates set forth below.

Seller:
**ANDREW J. FREY AND DEBRA D. FREY,
 TRUSTEES OF THE ANDREW AND DEBRA
 FREY REVOCABLE TRUST DATED MAY 24,
 2023**

By: Andrew J. Frey
 Name: Andrew J. Frey
 Title: Trustee

By: Debra D. Frey
 Name: Debra D. Frey
 Title: trustee

Buyer:
**CITY OF STOCKTON,
 a municipal corporation**

By: _____

Print Name: _____

Title: _____

Date: _____

Escrow Agent:

CHICAGO TITLE COMPANY

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE: PARCEL "A-A" AS SAID PARCEL IS SHOWN DELINEATED UPON THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 17, 1987 IN BOOK 15 OF PARCEL MAPS AT PAGE 53, SAN JOAQUIN COUNTY RECORDS.

PARCEL TWO: A NON-EXCLUSIVE EASEMENT AS RESERVED IN THAT CERTAIN DEED EXECUTED BY A. F. TOCCOLI, ET AL IN FAVOR OF ATLANTIC RICHFIELD COMPANY, RECORDED SEPTEMBER 25, 1987 AS RECORDER'S INSTRUMENT NO.87090379, SAN JOAQUIN COUNTY RECORDS, AND FOR DRIVEWAY PURPOSES OVER, UPON, THROUGH AND ACROSS ALL THAT CERTAIN REAL PROPERTY LOCATED IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS: A PORTION OF BLOCKS EIGHT (8), NINE (9) AND TEN (10), ALL OF TERMINAL TRACT ACCORDING TO THE OFFICIAL MAP THEREOF FILED FOR RECORD IN VOL. 2 OF MAPS, PAGE 64, SAN JOAQUIN COUNTY RECORDS. COMMENCING AT A POINT ON THE EAST LINE OF BLOCK 9 OF SAID TERMINAL TRACT, SAID LINE ALSO BEING THE WEST LINE OF YALE AVENUE (A CITY STREET 80 FEET WIDE) SAID POINT HAVING COORDINATES OF Y-530, 807.97 FEET AND X-1, 765,456.73 FEET AND BEING SOUTH 16 DEGREES 44'64" EAST, 216.99 FEET FROM AN IRON PIPE MARKING THE INTERSECTION OF SAID WEST LINE OF YALE AVENUE WITH THE SOUTH LINE OF OAK STREET (A CITY STREET 80 FEET IN WIDTH) AS CONVEYED TO THE CITY OF STOCKTON BY DEED RECORDED NOVEMBER 22, 1948, IN BOOK OF OFFICIAL RECORDS, VOL. 1156, PAGE 471, SAN JOAQUIN COUNTY RECORDS. THENCE SOUTH 68 DEGREES 33'03" EAST, 166.44 FEET; TO A POINT ON THE DIVIDING LINE BETWEEN PARCELS AA AND BB AS SHOWN ON THAT CERTAIN PARCEL MAP FILED SEPTEMBER 17, 1987 IN BOOK 15 OF PARCEL MAPS, AT PAGE 53 SAN JOAQUIN COUNTY RECORDS. THENCE SOUTH 21 DEGREES 26'57" WEST, 16.00; THENCE SOUTH 68 DEGREES 33'03" EAST, 15.00 FEET; THENCE SOUTH 21 DEGREES 26'57" WEST, 60.33 FEET TO THE TRUE POINT OF BEGINNING. THENCE CONTINUING SOUTH 21 DEGREES 26'57" WEST, 36.83 FEET; POINT OF BEGINNING; THENCE SOUTH 78 DEGREES 00'00" EAST, 35.00 FEET; THENCE NORTH 26 DEGREES 33'25" WEST, 46.45 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

SITE PLAN

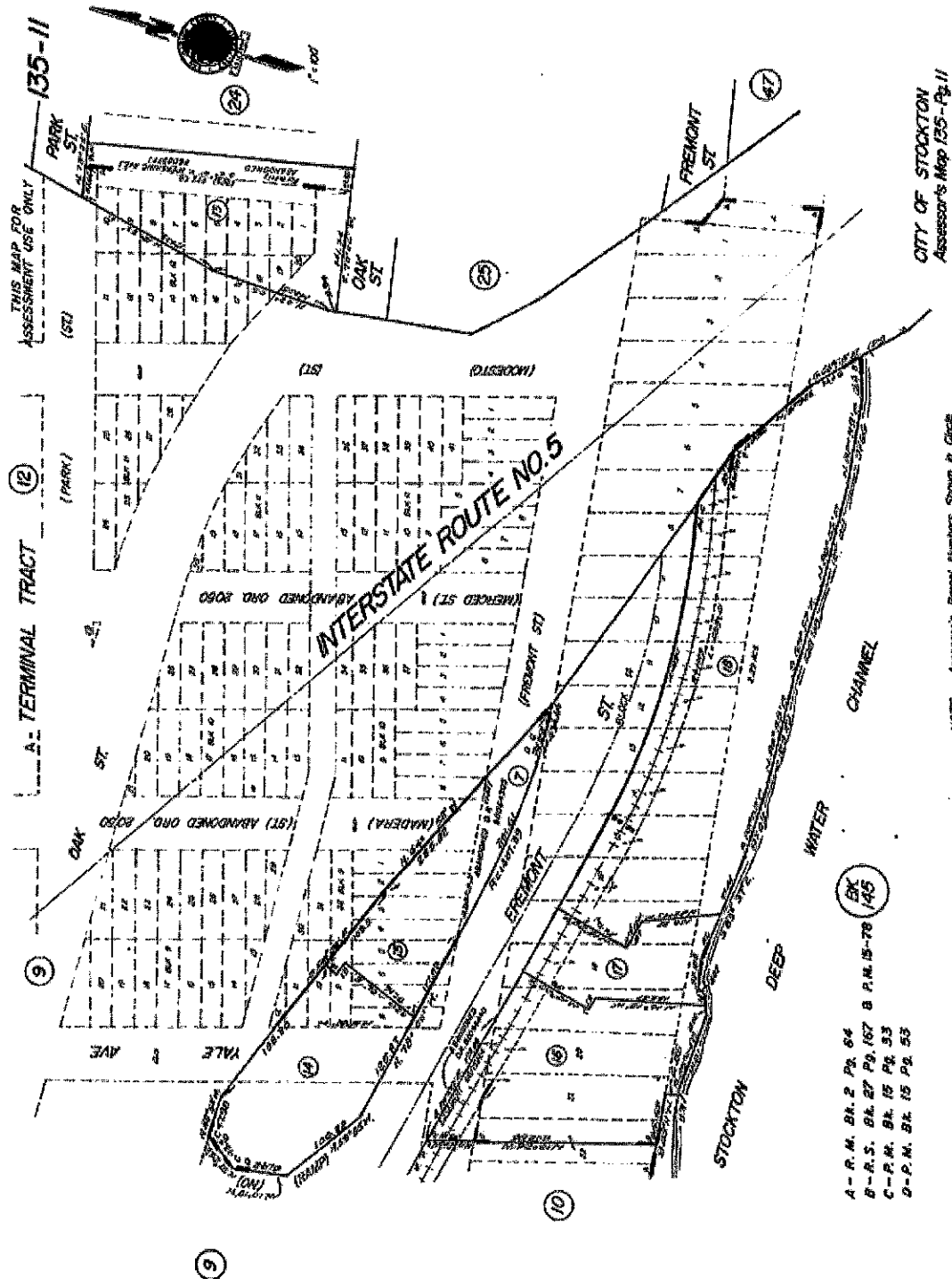


EXHIBIT C

FORM OF DEED

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

City of Stockton
400 East Main Street, 4th Floor
Stockton, CA 95202
Attn: Director of Economic Development

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

APN: 135-110-14
1661 West Fremont St.
Stockton, CA 95203

THE UNDERSIGNED GRANTOR DECLARES
DOCUMENTARY TRANSFER TAX is Exempt; City Transfer Tax is Exempt

This conveyance is exempt from Documentary Transfer Tax pursuant to Section 11922 of the California Revenue and Taxation Code

GRANT DEED

FOR VALUE RECEIVED, Andrew J. Frey and Debra D. Frey, Trustees of the Andrew and Debra Frey Revocable Trust dated May 24, 2023 ("**Grantor**"), grants to City of Stockton, a municipal corporation ("**Grantee**"), all that certain real property located in the City of Stockton, County of San Joaquin, State of California, more particularly described in Exhibit A attached hereto and incorporated herein by reference thereto (the "**Property**"). This conveyance is made and accepted subject to non-delinquent taxes and assessments and all matters which appear in the public record as of the date hereof, including those shown on any recorded plat or survey, or that would be revealed by a current/accurate survey or physical inspection of the Property.

This Grant Deed may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Grant Deed effective as of
the _____ day of _____, 2025.

GRANTOR: **ANDREW J. FREY AND DEBRA D. FREY, TRUSTEES OF THE
ANDREW AND DEBRA FREY REVOCABLE TRUST DATED
MAY 24, 2023**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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 _____, 20____, 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 the 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.

 (Signature)

(Seal)

Exhibit A to Grant Deed**Legal Description of Property**

The land referred to herein is situated in the City of Stockton, County of San Joaquin, State of California and is described as follows:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF STOCKTON, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE: PARCEL "A-A" AS SAID PARCEL IS SHOWN DELINEATED UPON THAT CERTAIN PARCEL MAP, FILED FOR RECORD SEPTEMBER 17, 1987 IN BOOK 15 OF PARCEL MAPS AT PAGE 53, SAN JOAQUIN COUNTY RECORDS.

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