

**PURCHASE AND SALE AGREEMENT BETWEEN  
CONTRA COSTA COUNTY  
AND  
RYSE, INC.**

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This purchase and sale agreement ("Agreement") is dated June \_\_, 2018 (the "Effective Date"), and is between the County of Contra Costa, a political subdivision of the State of California (the "County") and RYSE, Inc., a California non-profit corporation ("Grantee").

**RECITALS**

- A. The County is the owner of approximately 17,500 square feet of real property that consists of three parcels that are commonly known as 205 41<sup>st</sup> Street in the City of Richmond, County of Contra Costa, California. The three parcels are further known as Assessor's Parcel Numbers 517-320-016, -017, and -029 and are further described in Exhibit A and shown on Exhibit B ("Parcels 1-3"). Parcels 1-3 are improved with a 6,600 square foot building and outdoor space.
- B. The County is also the owner of approximately 4,980 square feet of real property that consists of one parcel that is commonly known as 3927 Bissell Avenue in the City of Richmond, County of Contra Costa, California. The parcel is further known as Assessor's Parcel Number 517-320-020 and is further described in Exhibit A and shown on Exhibit B ("Parcel 4"). Parcel 4 is a vacant lot that is in the vicinity of Parcels 1-3 and is adjacent to real property owned by Grantee. Together, Parcels 1-3 and Parcel 4 are the "Property."
- C. In accordance with Government Code section 26227, the County desires to sell, and Grantee desires to purchase, the Property in an "as-is" condition under the terms and conditions of this Agreement for a purchase price of \$200,000. RYSE is paying \$175,000 of the purchase price using a grant of Community Development Block Grant ("CDBG") funds. RYSE is paying the balance of the purchase price using a grant from the Livable Communities Trust Fund.
- D. The Property is not required for County use.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Approval Required.** This Agreement is subject to approval by the County's Board of Supervisors. This Agreement is being submitted to the Grantee first for approval, and thereafter to the County. This Agreement is not effective unless and until it is approved by the County's Board of Supervisors.
- 2. **Purchase and Sale.** Subject to the terms and conditions in this Agreement, County agrees to sell and Grantee agrees to purchase the Property (i) on the express condition

that the Property only be used for public purposes that directly relate to youth and after school programs, or education, to be forever held and used for such purposes or the administration of such purposes, and if it is not, the County may re-enter the Property and terminate the Grantee's estate, and (ii) subject to all existing liens, encumbrances, and encroachments.

3. **Purchase Price.** The purchase price for the Property is Two Hundred Thousand Dollars (\$200,000) (the "Purchase Price").
4. **Condition of the Property.** The County, its agents and employees, make no warranty, guarantee, or representation concerning any matter or thing affecting or relating to the Property, and do not assume any responsibility for the conformance to codes or permit regulations of the city or county within which the Property is located. Grantee takes title to the Property in its "AS-IS" condition. The County has not made, and does not make, any representation as to the physical condition of the Property.
5. **Deed Restrictions.** The Property is being granted to the Grantee through a grant deed from the County to the Grantee (the "Grant Deed"). The transfer is subject to (i) all covenants, conditions or restrictions, whether recorded or unrecorded, and (ii) the power of termination described in this section. The Property is being conveyed to the Grantee on the express condition that the Property only be used and forever held for public purposes that directly relate to youth, after school programs, education, or the administration of such purposes (the "Public Purposes"). In the event the Grantee conveys or attempts to convey the Property for other than the Public Purposes without the express written consent of the County, or ceases to use the Property for Public Purposes, then County will have the right to revoke the grant and to reenter and repossess the Property under Civil Code section 885.010 et seq., or successor law or legislation. This power of termination held by the County will exist in perpetuity and will not expire. The County may exercise its power of termination at any time following breach of this condition.
6. **Grantee Representations and Warranties.** The Grantee represents and warrants to the County as of the Effective Date as follows:
  - 6.1 Grantee is a duly formed and validly existing non-profit public benefit corporation organized under the laws of the State of California, and is qualified under the laws of the State of California to conduct business herein.
  - 6.2 Grantee has the full legal right, power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby, and to perform its obligations under this Agreement.
7. **Conditions of County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:
  - 7.1 Grantee's representations and warranties in this Agreement are correct as of the Effective Date, and as of the date the Property is transferred to Grantee.
  - 7.2 Grantee takes the Property subject to the power of termination reserved by the County that enables the County to take the Property back if it is ever used for

anything other than Public Purposes.

- 7.3 Grantee having duly executed the CDBG Project Agreement between the County and the Grantee dated June 13, 2018 (the "CDBG Project Agreement"), which governs the use of CDBG funds to fund \$175,000 of the Purchase Price and up to \$5,000 in transaction expenses.
8. **Closing.** To complete the sale of the Property, the parties shall take the following steps:
  - 8.1 The County shall cause the County Auditor-Controller to (i) transfer \$25,000 from the Livable Communities Trust to the County's General Fund for the purchase of Parcel 4, (ii) transfer \$175,000 of CDBG funds to the County's General Fund for the purchase of Parcels 1-3, and (iii) transfer up to \$5,000 of CDBG funds to the County's General Fund to reimburse the County for out-of-pocket transaction expenses, including but not limited to, appraisal costs and recording fees.
  - 8.2 Once the full Purchase Price has been transferred to the County's General Fund, Grantee shall accept the Grant Deed and provide a copy of the acceptance instrument to the Real Estate Division of the County's Public Works Department for recording purposes.
  - 8.3 Upon receipt of the acceptance instrument, the Real Estate Division of the County's Public Works Department will record the Grant Deed in the County's Clerk-Recorder's Office and deliver a conforming copy of the Grant Deed to Grantee.
9. **Indemnification.** Grantee shall defend, indemnify, protect, save, and hold harmless the County, its officers, agents, and employees, from any and all claims, costs and liability for any damages, sickness, death or injury to persons or property, including without limitation all consequential damages, from any cause whatsoever, from or connected with the present or future condition of the Property or use of the Property, or any representations, misrepresentations or non-representations regarding its condition or use, and will make good to and reimburse County for any expenditures, including reasonable attorneys' fees that County may make by reason of such matters and, if requested by County, will defend any such suits at the Grantee's sole expense.
10. **Transaction Costs.** All escrow fees, recording fees, documentary transfer taxes or other real estate transaction taxes or fees, by whatever name known, including broker's commission, if any, and personal property sales taxes where applicable, will be paid solely by the Grantee.
11. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement will survive and remain fully enforceable after the conveyance of the Property to the Grantee, and after any assignment, expiration, or termination of this Agreement, and will not merge in the Grant Deed or other documents.
12. **Assignment and Successors.** This Agreement inures to the benefit of and binds the

parties to this Agreement and their respective heirs, successors, and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective heirs, successors, and assigns, any rights or remedies under or by reason of this Agreement.

13. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement must be in writing and made as follows:

County: Real Estate Division  
Public Works Department  
40 Muir Road, 2<sup>nd</sup> Floor  
Martinez, CA 94553  
Telephone: (925) 957-2467  
Attn: Principal Real Property Agent

Grantee: RYSE, Inc.  
205 41<sup>st</sup> Street  
Richmond, CA 94805  
Telephone: (510) 374-3401  
Attn: Executive Director

or to such other addresses as County and Grantee may respectively designate by written notice to the other.

14. **Entire Agreement.** This Agreement, the Grant Deed and the CDBG Project Agreement constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements and understandings of the parties regarding the subject matter of this Agreement.
15. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement is not to be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement. The Recitals are, and are enforceable as, a part of this Agreement.
16. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

17. **Waiver.** A waiver or breach of any covenant or provision in this Agreement will not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver is valid unless in writing and executed by the waiving party.

[Remainder of Page Intentionally Left Blank]

18. **Severability.** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement will not be affected.
19. **Governing Law.** This Agreement is governed by the laws of the State of California. The venue of any litigation pertaining to this Agreement will be Contra Costa County, California.

**CONTRA COSTA COUNTY**

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Angela Bell  
Associate Real Property Agent

By \_\_\_\_\_  
Karen A. Laws  
Principal Real Property Agent

APPROVED AS TO FORM:  
County Counsel

By \_\_\_\_\_

Date: \_\_\_\_\_  
(Date of Board Approval)

**GRANTEE**

By \_\_\_\_\_  
Kimberly Aceves-Iniguez  
Executive Director and  
Co-Founder

By \_\_\_\_\_  
Sarita Ahuja  
Board Chair

Date \_\_\_\_\_  
(Date Signed by Grantee)

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED**

Exhibit A - Legal Description  
Exhibit B - Map

G:\realprop\Bell\205 41st St - Richmond\RYSE PSA V3.doc

Contra Costa County  
to RYSE Inc.

## Exhibit "A"

Real property situate in the City of Richmond, County of Contra Costa, State of California, described as follows:

### Parcels One, Two and Three

Lots 26 thru 32 inclusive, Block 139, Map of Wall's Addition, filed March 22, 1909 in Map Book 2, Page 30, Contra Costa County Records.

(current APN's 517-320-016, -017 and -029)

### Parcel Four

Lots 37 and 38, Block 139, Map of Wall's Addition, filed March 22, 1909 in Map Book 2, Page 30, Contra Costa County Records.

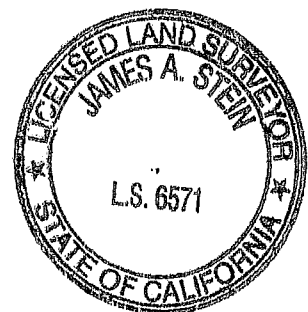
(current APN 517-320-020)

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 6/5/2018



Case	Case	Case
507	508	509

AVE.



§ 415T.