

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

This purchase and sale agreement ("Agreement") is dated March 26, 2019 (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 2,500 square feet of real property commonly known as 4006 MacDonald Avenue in the City of Richmond, County of Contra Costa, California. The real property is further known as Assessor's Parcel Number 517-320-025 and is further described in Exhibit A and shown on Exhibit B ("Parcel 1"). Parcel 1 is improved with a 1,620 square foot building.
- B. The County is also the owner of approximately 5,021 square feet of real property that is known as Assessor's Parcel Number 517-320-005 in the City of Richmond, County of Contra Costa, California, and is described in Exhibit A and shown on Exhibit B ("Parcel 2"). Parcel 2 is a vacant lot that is in the vicinity of Parcel 1 and is adjacent to real property owned by Grantee. Together, Parcel 1 and Parcel 2 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 \$425,000. RYSE is paying \$382,500 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 subject to all existing liens, encumbrances, and encroachments.

3. **Purchase Price.** The purchase price for the Property is Four Hundred Twenty-Five Thousand Dollars (\$425,000) (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. **Grantee Representations and Warranties.** The Grantee represents and warrants to the County as of the Effective Date as follows:
 - 5.1 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.
 - 5.2 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.
6. **Conditions of County's Performance.** The County's obligation to perform under this Agreement is subject to the following conditions:
 - 6.1 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.
 - 6.2 Grantee having duly executed the CDBG Project Agreement between the County and the Grantee effective March 20, 2019 (the "CDBG Project Agreement"), which governs the use of CDBG funds to fund \$382,500 of the Purchase Price.
7. **Closing.** To complete the sale of the Property, the parties shall take the following steps:
 - 7.1 The County shall cause the County Auditor-Controller to (i) transfer \$42,500 from the Livable Communities Trust to the County's General Fund for the purchase of the Property, (ii) transfer \$382,500 of CDBG funds to the County's General Fund for the purchase of the Property.
 - 7.2 Once the full Purchase Price has been transferred to the County's General Fund, 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.
 - 7.3 Upon receipt of the Grant Deed, 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. **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.

9. **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.
10. **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.
11. **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.
12. **Notices.** All notices (including requests, demands, approvals or other communications) under this Agreement must be in writing and made as follows:

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

Grantee: RYSE, Inc.
205 41st 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.

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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

GRANTEE

By _____
Kanwarpal Dhaliwal
Interim Executive Director

RECOMMENDED FOR APPROVAL:

By _____
Sarita Ahuja
Board Chair

By _____
Angela Bell
Associate Real Property Agent

By _____
Karen A. Laws
Principal Real Property Agent

Date _____
(Date Signed by Grantor)

APPROVED AS TO FORM:
County Counsel

By _____

Date: _____
(Date of Board Approval)

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Exhibit A - Legal Description
Exhibit B - Map

AB:

G:\realprop\LeaseMgt\Bell\Leasing\Sale of 4006 MacDonald & 517-320-005\final board order and docs\RYSE PSA_April 2019 V3 Final 3-26-19.doc

Ryse Inc.
4006 MacDonald Ave
APNs: 517-320-025 & -005

EXHIBIT "A"

Parcel 1

Real property situate in the City of Richmond, County of Contra Costa, State of California, described in the deed from Katherine J. Grydyk to Contra Costa County, recorded July 31, 1997 as Document Number 97-0136227-00, being all of Lot 14, Block 139, map of Walls Addition, filed March 22, 1909, in Book 2 of Maps at Page 30, Contra Costa County Records.

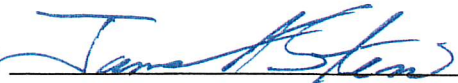
APN 517-320-025

Parcel 2

Real property situate in the City of Richmond, County of Contra Costa, State of California, described in the deed from Leslie R. Pickles, et.al. to Contra Costa County, recorded September 24, 1976 in Book 8028 at page 48 being all of Lots 11 and 12, Block 139, map of Walls Addition, filed March 22, 1909, in Book 2 of Maps at Page 30, Contra Costa County Records.

APN 517-320-005

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

Signature: 

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 2/25/19



Exhibit "B"

