

**PURCHASE AND SALE AGREEMENT BETWEEN  
CONTRA COSTA COUNTY  
AND  
URBAN TILTH**

This purchase and sale agreement ("Agreement") is dated \_\_\_\_\_, 2021 (the "Effective Date"), and is between the County of Contra Costa, a political subdivision of the State of California, (the "County") and Urban Tilth, a California non-profit corporation ("Grantee").

**RECITALS**

- A. The County is the owner of approximately 3.09 acres (approximately 134,539 square feet) of real property commonly identified as Assessor's Parcel Numbers 408-201-07, located at 323 Brookside Drive, in the unincorporated community of Richmond, County of Contra Costa, California (the "Property"). The Property is more particularly described and shown in the Grant Deed attached hereto as Exhibit 1 ("Grant Deed") and incorporated herein by reference (for a legal description see Exhibits "A" to the Grant Deed, and for a depiction see Exhibit "B" to the Grant Deed). The County acquired the Property for county highway purposes, and the Property is no longer necessary for those purposes. On April 20, 2021, the County determined that the Property is surplus and no longer required for County use.
- B. The Grantee is an organization exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code. The Grantee is organized to educate diverse communities about organic gardening and to support a network of gardens dedicated to sustainable, local food production. Programs and projects of Grantee include: Operation of a working farm, production of honey and value-added farm products for sale, operation of a farm stand and café, training of local youth in agriculture, operation of a watersheds education and training program, educational programs for the community, and associated buildings and facilities. The County entered into a lease agreement for the Property with Grantee on August 12, 2014, to operate a non-profit educational urban farm and agricultural park. This lease, with extensions, expires July 31, 2044 (the "Lease").
- C. The Grantee desires to purchase, and the County desires to sell, the Property under the terms and conditions of this Agreement.

**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 or enforceable against the County unless and until it is executed on behalf of the County following the County Board of Supervisors' approval of this Agreement.
2. **Sale; Termination of Lease.** The County agrees to sell, and the Grantee agrees to purchase, the Property for a purchase price of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) ("Purchase Price") subject to the terms of this Agreement. The Grantee expressly agrees that it will purchase the Property subject to all liens,

encumbrances, and encroachments, whether or not of record. When title to the Property vests in the Grantee upon the record of the Grant Deed, the Lease shall terminate. The Grantee shall be responsible for satisfying all of its obligations under the Lease that accrue up to the date of the recording of the Grant Deed.

3. **Condition of the Property.** Notwithstanding the conveyance of the Property by the Grant Deed, the Grantee expressly acknowledges and agrees that the County, its agents and employees, make no warranty, guarantee, or representation concerning any matter or thing affecting or relating to the physical or legal condition of 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, with all faults known and unknown. The County has not made, and does not make, any representation as to the physical condition of the Property, including whether the Property contains any hazardous substances. The Grantee expressly agrees that it will not hold the County liable for any present or future conditions of the Property, whether known or unknown.
4. **Release.** As partial consideration for the Property, effective upon the recording of the Grant Deed, the Grantee, on behalf of itself and its employees, agents, representatives, successors, and assigns, hereby releases and discharges the County and its employees, agents, representatives, successors, and assigns, ("County Parties") from any claims, demands, causes of action, obligations, damages, costs, expenses, and liabilities (collectively, "Liabilities") that the Grantee now has or could assert in any manner related to or arising from any of the following: (a) the physical condition of the Property, (b) the suitability of the Property for a particular use, (c) matters affecting title to the Property, (d) the physical and environmental condition of the Property, including the presence of any hazardous materials on, in, or under the Property, (e) the County's obligations under the Lease, and (f) the physical or legal limitations that affect the current or future use of the Property, including but not limited to the conformance to codes or permit regulations of the city or county within which the Property is located that are in effect as of the date the Grant Deed is recorded.. The Grantee knowingly waives the right to make any claim against the County Parties for Liabilities set forth in this section, and, as to those Liabilities, the Grantee expressly waives all rights provided under section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

5. **Grantee Representations and Warranties.** The Grantee represents and warrants all of the following to the County as of the Effective Date, and as of the date the Property is transferred to the Grantee:
  - 5.1 The 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 The Grantee is exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, and the Grantee is organized to educate diverse

communities about organic gardening and to support a network of gardens dedicated to sustainable, local food production.

5.3 The 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 The Grantee's representations and warranties in this Agreement being correct as of the Effective Date, and as of the date the Property is transferred to the Grantee.

7. **Closing.** This transaction will be consummated through an internal Escrow administered by the Real Estate Division of the County's Public Works Department. To complete the conveyance of the Property to the Grantee, the Parties shall take the following steps:

7.1 The Grantee shall deliver to the Real Estate Division both of the following: the Agreement, executed on behalf of the Grantee; and a cashier's check, made payable to "Contra Costa County," in the amount of \$180,000, inclusive of the Purchase Price (\$150,000) and the estimated Transaction Costs (\$30,000); "Transaction Costs" is defined in Section 9). The Real Estate Division will arrange for the Board of Supervisors to consider approving this Agreement as soon as practicable thereafter.

7.2 After the Board of Supervisors approves this Agreement, the County will cause the Agreement and Grant Deed to be executed on behalf of the County, will deposit Grantee's cashier's check referenced in Section 7.1, and will cause the Grant Deed to be recorded in the Official Records of the Contra Costa County Clerk-Recorder, marked for return to the Grantee, which shall be deemed delivery to the Grantee.

7.3 After the Grant Deed is recorded, the County will send Grantee a conformed copy of the recorded Grant Deed and a statement of Transaction Costs (defined in Section 9) for this transaction. If the actual Transaction Costs exceed the estimated Transaction Costs paid by the Grantee, the Grantee shall pay the County the difference within 30 days after receipt of the statement of Transaction Costs; and if the actual Transaction Costs are less than the estimated Transaction Costs paid by the Grantee, the County will refund the difference to the Grantee within 30 days after the statement of Transaction Costs is delivered to the Grantee.

7.4 The Grantee shall be responsible for filing a preliminary change of ownership report, and for satisfying all other obligations of a transferee of real property.

7.5 All taxes, assessments, fees, and charges connected with the Property shall be apportioned as of the date the Grant Deed is recorded, and the Grantee shall be responsible for all taxes, assessments, fees, and charges following the recording of the Grant Deed.

8. **Indemnification.** Effective upon the recording of the Grant Deed, the Grantee shall defend, indemnify, protect, save, and hold harmless the County Parties all Liabilities, including without limitation all consequential damages, from any cause whatsoever, from or connected with and of the following: (1) the present or future condition of the Property; (2) any Liabilities and subjects of release covered by Section 4 of this Agreement; (3) the occupancy and use of the Property by the Grantee, its officers, agents, employees, representatives, licensees, and invitees; and (4) any representations, misrepresentations, or non-representations regarding the Property's condition or use. The Grantee shall make good to and reimburse the County for any expenditures, including reasonable attorneys' fees, that the County may make by reason of any of the Liabilities set forth in this Section 8, and, if requested by the County, the Grantee will defend any such suits at the Grantee's sole expense. Notwithstanding anything to the contrary in this Section 8, the Grantee shall have no obligation to indemnify the County from or against any Liabilities where a Court determines the Liabilities are attributable to the sole negligence or sole willful misconduct of any County Parties.
9. **Transaction Costs.** All escrow fees, recording fees, documentary transfer taxes, and other real estate transaction taxes or fees, by whatever name known, including broker's commission, if any, and personal property sales taxes where applicable, (collectively, "Transaction Costs") will be paid solely by the Grantee.
10. **Survival.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement, including but not limited to Sections 3, 4, 7, and 8, 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 into the Grant Deed or other documents.
11. **Assignment and Successors; No Third-Party Beneficiaries.** This Agreement inures to the benefit of and binds the Parties to this Agreement and their respective heirs, successors, and assigns. The Grantee may not assign this Agreement to any third party without the advance written approval of the County, which shall be within the County's sole discretion to provide. 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 delivered in person, by overnight carrier, or First Class U.S. Mail with postage prepaid, to the following:

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: Urban Tilth  
323 Brookside Drive  
Richmond, CA 94801  
Telephone: (510) 778-5886  
Attn: Executive Director

or to such other addresses as County and Grantee may respectively designate by written notice to the other. A notice will be deemed given on the same day it is delivered if delivered in person, on the next business day if delivered by overnight carrier, and on the fifth day after mailing if delivered by First Class U.S. Mail.

13. **Entire Agreement.** This Agreement and the Grant Deed 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.
14. **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.
15. **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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

16. **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.
17. **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.
18. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
19. **Counterparts.** This Agreement may be executed in counterparts, which, together, shall constitute one and the same instrument.

**CONTRA COSTA COUNTY**

**URBAN TILTH**

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

By \_\_\_\_\_  
 Doria Robinson  
 Executive Director

RECOMMENDED FOR APPROVAL:

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

By \_\_\_\_\_  
 Jen Loy  
 Secretary

Date \_\_\_\_\_

By \_\_\_\_\_  
 Jessica L. Dillingham  
 Principal Real Property Agent

APPROVED AS TO FORM:  
 Mary Ann McNett Mason, County Counsel

By \_\_\_\_\_  
 Deputy County Counsel

**NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED  
 [Attached appropriate notary acknowledgements for Grantee signatories.]**

Exhibit 1 – Grant Deed with Exhibit A and B attached

AB:dt  
 G:\realprop\323 Brookside Sale of Surplus Urban Tilth\Draft PSA v\_1.doc

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 CONTRA COSTA

On \_\_\_\_\_, 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)  
Notary Public

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 CONTRA COSTA

On \_\_\_\_\_, 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)  
Notary Public



Recorded at the request of:  
Contra Costa County

EXHIBIT "1"

Return to:  
Urban Tilth  
323 Brookside Drive  
Richmond, CA 94801

Mail Tax Statement to:  
Urban Tilth  
323 Brookside Drive  
Richmond, CA 94801

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**EXEMPT FROM RECORDING FEES PURSUANT TO R&T CODE 11929 AND DOCUMENTARY TRANSFER TAX**  
Assessor's Parcel No.: 408-201-017

## **GRANT DEED**

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

Grants to URBAN TILTH, a California non-profit corporation, the following described real property in the City of Richmond, unincorporated area of the County of Contra Costa, State of California,

**AS DESCRIBED ON EXHIBIT "A" AND SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.**

CONTRA COSTA COUNTY

Dated \_\_\_\_\_

By \_\_\_\_\_  
Diane Burgis  
Chair, Board of Supervisors

SEE ACKNOWLEDGEMENT ON NEXT PAGE

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 CONTRA COSTA )

On \_\_\_\_\_ before me, \_\_\_\_\_ Clerk of the Board of Supervisors, Contra Costa County, 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: \_\_\_\_\_  
Deputy Clerk

AB:  
G:\realprop\323 Brookside Sale of Surplus Urban Tilth\DE.03 Grant Deed (granting out).doc  
02/2021

**EXHIBIT "A"**

Real property in the unincorporated area of Contra Costa County, State of California, being a portion of Lot F as shown on the Map of the Sampson Tams Ranch, filed July 1, 1907 in Book 1 of Maps at page 7, and being a portion of the parcel described in the deed to Contra Costa County recorded February 8, 2013 as document No. 2013-0034989 Official Records of said County described as follows:

Commencing at a standard street monument at the intersection of Fred Jackson Way (formerly Third Street) and Brookside Drive as said monument is shown on the Record of Survey map (No. 3518) filed April 3, 2012 in book 145 of Licensed Surveyors Maps at page 34; thence along the centerline of Fred Jackson Way, north  $1^{\circ}10'23''$  east 29.98 feet; thence south  $88^{\circ}49'37''$  east 40.00 feet to the west line of said Lot F (1 Maps 7), being the Point of Beginning; thence from said Point of Beginning north  $1^{\circ}10'23''$  east, along said west line, 662.23 feet to a point on the southerly line of Parcel 1488 as shown on drawing number ED-750.3 on file in the Contra Costa County Public Works Department Records section; thence along said southerly line north  $90^{\circ}00'00''$  east 0.73 feet to a tangent curve concave to the north; thence continuing easterly along said southerly line and along said curve, having a radius of 800.00 feet, through a central angle of  $14^{\circ}27'54''$ , an arc length of 201.97 feet to a point on the westerly line of the Nabeta Nursery Inc. property as described in the deed recorded December 6, 1988 in Book 14756 of Official Records at page 900; thence southerly along said westerly line south  $1^{\circ}10'23''$  west, 691.81 feet to a point lying 10.00 feet north of the southerly line of said Lot F; thence westerly, parallel with said southerly line, north  $88^{\circ}47'34''$  west 200.00 feet to the Point of Beginning.

Containing an area of 134,539 square feet of land (3.09 acres), more or less.

Bearings are based on the California Coordinate System of 1927 (CCS27), Zone III. Distances given are ground distances.

**Exhibit "B"** (Drawing No. MA 256-2021) is attached hereto and by this reference made a part hereof.

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

Date: 8/17/21

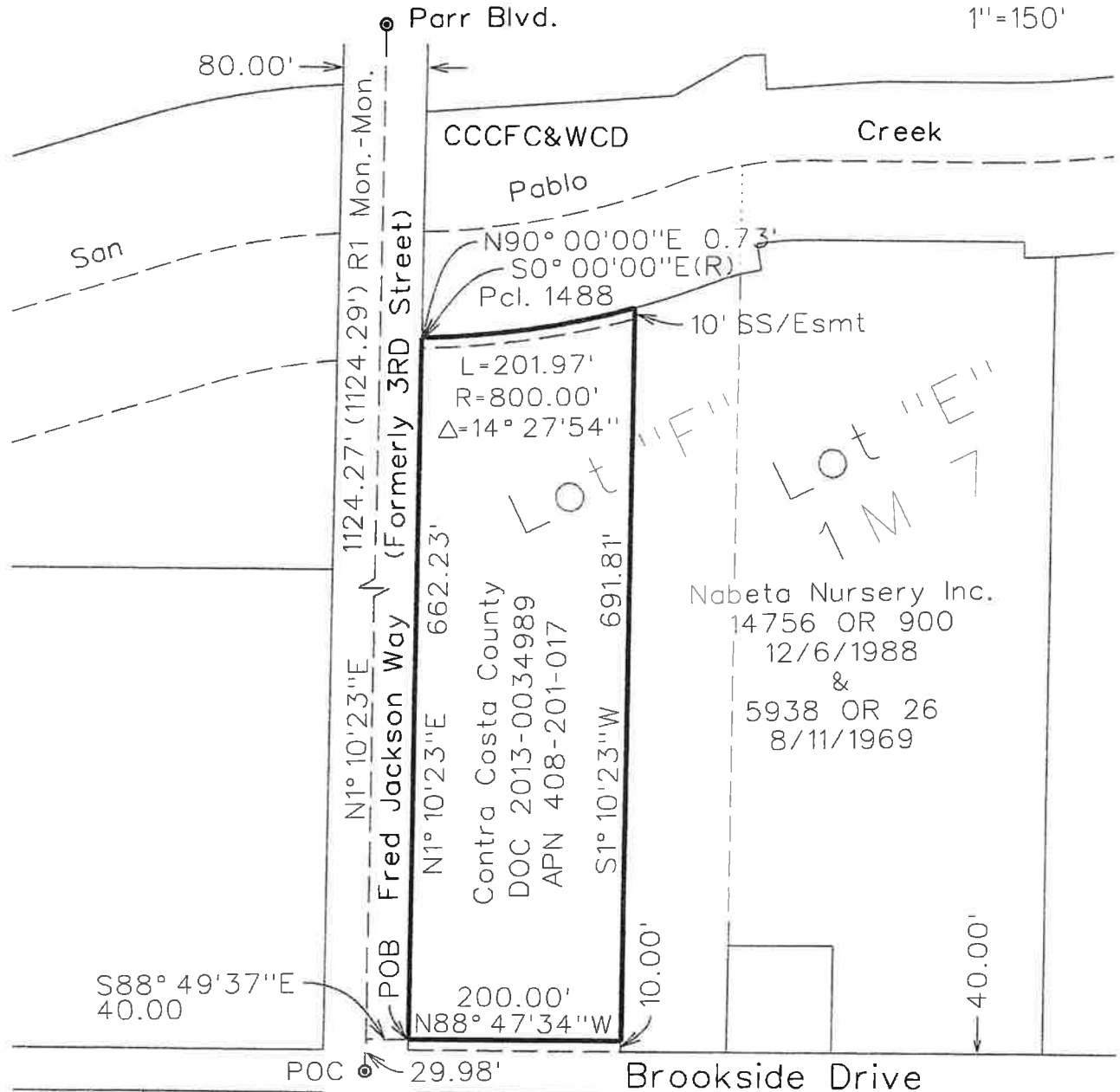


# Exhibit "B"

Plat to accompany Exhibit "A"



1"=150'



**REFERENCES**

R1 RECORD OF SURVEY (145 LSM 34)

**Contra Costa County Excess property**

Instrument : Grant Deed	Recorded	Scale	1"=150'	Date	August 2021
		Drawn By	KT/TL	Dwg. No.	MA-256-2021
Document No.		Checked By	JS	Cad File	Fred Jackson at SanPabloCrk.dgn