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June 4, 2020

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AUTHORIZE THE PURCHASE OF REAL PROPERTIES AT 2332 HARRISON STREET, 2336 HARRISON STREET, AND 143 BAY PLACE FOR COVID19 RELATED HOUSING ALL IN OAKLAND; AMOUNT: \$23,324,000, PLUS CLOSING COSTS OF \$10,000.

Dear Board Members:

RECOMMENDATIONS:

- A. Authorize the President of the Board to sign a Real Property Purchase and Sale Agreement with Vima Harrison 1 LLC and Lake Bay View LLC (Seller) (Principal: Mahnaz Khazem; Location: San Jose) to purchase the properties at 2332 Harrison St., 2336 Harrison St., and 143 Bay View Place, all in Oakland, (Property) for COVID19 related housing for a purchase price of \$23,324,000, plus closing costs of \$10,000;
- B. Authorize the General Services Agency Director to:
 1. Perform any and all acts necessary to approve and accept on behalf of Alameda County the purchase and acquisition of interest in the Property, including execution of escrow documents;
 2. Execute amendments to the Purchase and Sale Agreement on behalf of Alameda County as they may pertain to possible changes in the closing date of escrow;
 3. Accept on behalf of Alameda County the deed conveying title to the real and personal Property of the County;
- C. Upon close of escrow for the Property, cancel all property taxes from the date of Board of Supervisor's possession of the Property, in accordance with Section 5086 of the California Revenue and Taxation Code; and
- D. Delegate authority to the County Administrator's Office and Auditor-Controller to make the related budget adjustments.

DISCUSSION/SUMMARY:

On March 4, 2020 California Governor Gavin Newsom declared a State of Emergency to help the state prepare for the broader spread of the novel Coronavirus, aka COVID19.

On Tuesday, March 17, 2020 the Alameda County Health Officer, in conjunction with six Bay Area County Health Officers, placed all individuals and businesses on a Shelter-In-Place Order. This requires most people to stay home unless they are engaged in certain “Essential Activities”, as discussed in detail in the full Health Officer’s Order.

On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, further preserving public health and safety throughout the State and requiring individuals to heed the Public Health directives from the State’s Department of Public Health.

Pursuant to the Governor’s State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, the State of California’s “Project RoomKey” approved as FEMA-4482-DR-CA in response to COVID-19, is directly related to that emergency and necessary for the preservation of public health and safety.

On April 3, 2020, California Governor Gavin Newsom launched “Project Roomkey” in an effort to secure thousands of isolation rooms in hotels and motels for extremely vulnerable individuals experiencing homelessness to help “flatten the curve” and preserve hospital capacity.

In order to qualify for the program individuals must meet the following criteria:

1. Individuals experiencing homelessness who are asymptomatic, but are at high risk, such as people over 65 or who have certain underlying health conditions;
2. Individuals experiencing homelessness who have been exposed to COVID19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine;
3. Individuals experiencing homelessness who are COVID19 positive, but who don’t need hospitalization. Without these isolation units, their only choice is to return to a congregate shelter setting or back to an encampment – both of which would lead to further spread of COVID19;
4. Those whose current housing situation does not allow them to self-quarantine at home (“Isolation Rooms”); or
5. Those who reside in congregate settings with shared bathrooms and kitchens such that isolation is not possible.

In Response to the COVID19 Pandemic, HCSA requested that GSA, as the Emergency Operations Center Logistics Section, locate emergency housing in hotels throughout the County. GSA drafted

an RFP for leases, and presented three properties for sale in the market including the Harrison Street property as potential acquisition opportunities.

GSA was aware that the Harrison Street property was for sale, as the County was previously interested in the location for a potential residential program for women and children. Your Board authorized the Director of GSA to enter negotiations for the purchase (January 14, 2020, Item 38.2) with the owner. However, these negotiations came to a stalemate on price, and as such the County didn't proceed with a sales agreement. The property was on the market in 2019 for \$31,000,000. As a result of the current hotel market, and the appraised value of the Harrison property, the County and the owner reached agreement on the sales price of \$23,324,000.

Upon acquisition, the HCSA site will serve as a 92 room residential support program for individuals experiencing homelessness who are asymptomatic but are at high risk, such as people over the age of 65 or who have certain underlying health conditions. Acquisition of the site will substantially increase HCSA's capacity to provide COVID19 pandemic support services for this especially vulnerable population. The Property is comprised of three separate properties; 2332 Harrison is a 41,655 square foot, six story residential building, zoned to permit transitional housing; 2336 Harrison is a 4,357 square foot single-story administrative office building currently under lease on a short-term basis under a triple net lease with a rent/income rate of \$146,688 per year and available termination with 6 months' notice available on 12/1/2020; and 143 Bay Place is a secured parking lot adjacent to the other two properties with 26 parking stalls, several of which are currently under month-to-month lease agreements. The purchase includes the furnishings in 2332 Harrison that should readily serve to support the needs of the clients who will be housed there.

It is the goal of HCSA Office of Homeless Care and Coordination (OHCC) to assist those most at risk in sheltering in place should they be exposed to COVID19 during the ongoing pandemic. Placement at the site will also ensure wrap-around services including housing navigation to prevent returns to homelessness. On-site services will include benefits, navigation, housing search, resident support and referrals to Behavioral Health Care and substance use programs, and other specialized services, as needed.

As the County moves toward the long term recovery and mitigation phases of this emergency, the programming plan is to continue providing long term supportive or deeply affordable housing for the same vulnerable populations who are unable to be sheltered in congregate living facilities, or where sheltering in place is not feasible.

The program costs of \$3.7 million is the same whether the County owns or leases a facility; however the operations and maintenance cost for an owned building is \$2 million compared to \$3.2 million to lease a similar size hotel. This represents an operational savings of \$1.2 million annually. The potential need for tenant improvements to support the program is currently under evaluation, and will be brought to your Board at a later date.

FINANCING:

Funding for the purchase of the property in the amount of \$23,324,000, and the closing costs in the amount of \$10,000 will be provided by State and Federal funding sources available for COVID19 responses.

Authority to make necessary budget adjustments will be delegated to the County Administrator's Office and Auditor-Controller.

VISION 2026 GOAL:

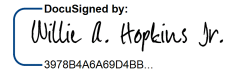
The purchase of this new facility promotes the 10X goal pathways of **Eliminate Homelessness** and **Eliminate Poverty and Hunger** in support of our shared visions of a **Thriving and Resilient Population** and **Safe and Livable Communities**.

Respectfully Submitted,

DocuSigned by:

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Colleen Chawla
Director, Health Care Services

DocuSigned by:

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Willie A. Hopkins, Jr.
Director, General Services Agency

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cc: County Administrator
Auditor-Controller
County Counsel

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the Effective Date (as hereinafter defined in Section 3(b) hereof), by and between VIMA HARRISON 1 LLC, a California limited liability company ("VH 1"), and LAKE BAY VIEW LLC, a California limited liability company ("LBV," and VH 1 and LBV are hereinafter collectively, "Sellers"), and the COUNTY OF ALAMEDA, a political subdivision of the State of California ("Buyer").

RECITALS

- A. VH 1 and LBV are affiliates.
- B. VH 1 is the current owner of that certain improved real property generally described as at 2332 Harrison Street, Oakland, California (Assessor Parcel No: 010-0768-005) ("2332 Harrison"), which is more particularly described as Parcel A on Exhibit A hereto, and 143 Bay Place, Oakland, California (Assessor Parcel No: 010-0768-002-03) ("143 Bay Place") which is more particularly described as Parcel C on Exhibit A hereto.
- C. LBV is the current owner of that certain improved real property generally described as 2336 Harrison Street, Oakland, California (Assessor Parcel No: 010-0768-002-05) ("2336 Harrison") which is more particularly described as Parcel B on Exhibit A hereto. 2332 Harrison, 2336 Harrison, and 143 Bay Place are collectively called the "Real Property."
- D. Sellers and Buyer have agreed that Buyer shall be granted certain rights to purchase the "Property" (as hereinafter defined) and the parties have agreed to hereby evidence their agreement with respect thereto.

NOW, THEREFORE, for good and valuable consideration, including the "Consideration Payment" (as hereinafter defined), the sufficiency and receipt of which are hereby acknowledged by the parties and in consideration of the respective agreements hereinafter set forth, it is mutually agreed as follows:

1. Property Included in Sale. Sellers hereby agree to sell and convey to Buyer and Buyer agrees to purchase from Sellers, the following:

- (a) The Real Property.
- (b) All rights, privileges and easements appurtenant to the Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on the Real Property, as well as all development rights, air rights, water, water rights and water stock relating to the Property and any easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Real Property.
- (c) All improvements and fixtures located on the Real Property, including, without limitation, that certain six-story building at 2332 Harrison and the furnishings found therein, and that certain one-story building at 2336 Harrison and the furnishings found therein (and the furnishings located in such buildings are, collectively, the "Furnishings"), as well as any and all

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other structures presently located on the Real Property, all apparatus, equipment and appliances used in connection with the operation or occupancy of the Real Property, such as heating, ventilating, and air conditioning systems and facilities used to provide any utility services, refrigeration, garbage disposal, or other services on the Real Property (collectively, "Improvements"); provided, however, the Improvements do not include the items of property intended for recreational or fitness purposes that are listed on Exhibit A-1 hereto (collectively, the "Excluded Property").

(d) Personal property ("Personal Property") of Sellers located on or in the Real Property and Improvements described in Exhibit B attached hereto; provided, however, for the avoidance of doubt, the Personal Property does not include the Excluded Property.

(e) All of the interest of Sellers in any intangible personal property now or hereafter owned by Sellers (or either of them) and used in the ownership, use and operation of the Real Property, Improvements and Personal Property, including, without limitation, the right to use any trade style or name now used in connection with the Real Property (for use in conjunction with the Real Property only) and any contract or lease rights, agreements, utility contracts or other rights relating to the ownership, use and operation of the Property, as defined below.

All of the items referred to in Subsections (a), (b), (c), (d) and (e) above, exclusive of the Excluded Property, are hereinafter collectively referred to as the "Property." Buyer agrees that Sellers shall have the right to remove the Excluded Property from the Real Property prior to the occurrence of Closing (as hereinafter defined without any reduction in the Purchase Price (as hereinafter defined)). Sellers, at no expense to Buyer, shall repair all damage to the Property resulting from such removal and shall defend, protect, indemnify, and hold Buyer free and harmless from all claims for injury to persons or property resulting from such removal. If all or any part of the Excluded Property is not removed from the Real Property prior to Closing, the Excluded Property remaining on the Real Property shall be deemed abandoned by Sellers and Buyer may use or dispose of the same as it sees fit.

2. Deposit

(a) Within five (5) days of the Effective Date, Buyer shall deposit One Million Dollars (\$1,000,000.00) (the "Initial Deposit") into an escrow (the "Escrow") to be opened with Old Republic Title Company ("Escrow Holder") in Oakland, which, together with any other amounts deposited by Buyer into Escrow, shall be placed in an interest-bearing account with a federally insured bank, with interest credited to Buyer. The Initial Deposit (less the Consideration Payment) shall be refunded to Buyer in the event the Escrow does not close for any reason other than Buyer's default under the Agreement. At Closing, the Initial Deposit shall be applied to the Purchase Price.

(b) The "Consideration Payment" is the sum of One Hundred Dollars (\$100.00), which shall be paid to Sellers by Escrow Holder out of the Initial Deposit. Immediately upon receipt of the Initial Deposit, Escrow Holder shall release the Consideration Payment to Sellers without further instructions from Sellers or Buyer, which shall be independent of any other consideration provided hereunder. The Consideration Payment is paid to Sellers in consideration of Sellers granting Buyer the right to purchase the Property in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Consideration Payment be refundable; however, the

Consideration Payment (as part of the Initial Deposit) shall be applicable to the Purchase Price at Closing.

(c) Upon removal of the conditions to Closing as described in Section 5, the Initial Deposit shall become non-refundable, shall be applied to the Purchase Price, which is Twenty-three Million Three Hundred Twenty-four Thousand and No/100 Dollars (\$23,324,000.00) ("Purchase Price"), which consists of the following:

- a. Initial Deposit: \$1,000,000.00
- b. Purchase Balance: \$22,324,000.00

(d) Payment of the Purchase Balance. The Purchase Balance of \$22,324,000.00 shall be deposited into the Escrow by Buyer in cash upon satisfaction of all the terms and conditions of this Agreement by both parties.

(e) The Purchase Price shall be allocated as follows:

- a. 2332 Harrison: \$20,000,000.00;
- b. 143 Bay Place: \$2,000,000.00; and
- c. 2336 Harrison: \$1,324,000.00.

3. **Due Diligence Period.**

(a) Buyer shall have a period of time to inspect the Property and all documents associated with the Property ("Due Diligence Period").

(b) The Due Diligence Period will begin upon the execution of this Agreement by the President of the Alameda County Board of Supervisors (and the date of such execution is the "Effective Date"), and will end at 5:00 p.m. (Pacific Time) on June 23, 2020.

(c) During the Due Diligence Period, Sellers shall timely provide Buyer access to the Property and deliver all reports, documents, records, operating statements and other due diligence materials with respect to the Property in Sellers' possession to the extent the same are reasonably required to evaluate the Properties, including, but not limited to, reports concerning the presence of hazardous materials, asbestos, or lead-based paint (collectively "Disclosure Documents"). If any Disclosure Document or access to the Property is not timely delivered to Buyer within one (1) business day of the Effective Date, the Due Diligence Period may be extended for a period equal to the delay by Buyer by written notice to Sellers.

4. **Inspection and Reports.**

(a) The parties acknowledge the need for Buyer to undertake due diligence and inspections by its own employees or third parties. Buyer shall have the right during the Due Diligence Period to inspect, and arrange for third party inspections of the Property, including its physical, environmental and seismic condition, code compliance and suitability for Buyer's purposes.

(b) Sellers shall work with Buyer to provide prompt access to all areas of the Property during regular business hours from Monday to Friday and promptly provide any additional information requested in Sellers' possession so that all areas can be inspected, including, but not limited to, the following:

- i. General building condition
- ii. Structural condition
- iii. Roof
- iv. Mechanical, electrical and plumbing systems
- v. Life safety systems
- vi. Toxic, hazardous or contaminated substance matters
- vii. Accessibility items
- viii. Furnishings
- ix. Soil condition
- x. Any other inspections or investigations as deemed reasonable and necessary by Buyer

(c) Buyer or its employees or third party consultants shall not engage in any invasive investigations or invasive inspections, including, without limitation, any so-called Phase II environmental investigation without obtaining Sellers' prior written consent as to the scope and methodology of such invasive testing, which consent shall not be unreasonably withheld and which consent shall be deemed to have been given by Sellers unless Sellers respond to any written request for such consent within two (2) business days of Buyer's request therefor. Sellers' consent shall not be withheld to any Phase II environmental testing which is specifically, but reasonably, recommended by Buyer's Phase I environmental site assessment for the Property. If Sellers consent to any invasive testing, Buyer shall not deviate from the methodology approved by Sellers and Buyer, at no charge to Sellers, shall provide a copy of the testing results and report. If the purchase is not completed for any reason Buyer shall restore any portion of the property altered or damaged as a direct result of Buyer's inspections.

(d) Buyer shall cause its contractors performing the inspections, prior to entering the Property to maintain, in full force and effect the following policies of insurance:

i. Commercial General Liability Insurance, insuring against liability for bodily injury or death to persons, property damage and personal injury with a comprehensive single limit of liability not less than One Million Dollars (\$2,000,000.00) for each occurrence, but if such Commercial General Liability Insurance is subject to a general aggregate limit, then the aggregate limit shall be not less than One Million Dollars (\$1,000,000.00). Such Commercial General Liability Insurance shall include coverage for non-owned and hired autos and such Commercial General Liability Insurance coverage shall be at least as broad as the Insurance Services Office Commercial General Liability Coverage "occurrence" form, with no coverage deletions and shall include an "additional insured" endorsement, by which Sellers are added as additional insured with respect to liability arising out of acts or work performed by or for Buyer; and an endorsement that specifies that such insurance is primary and that any insurance or self-insurance maintained by Sellers shall not contribute with it. All such insurance shall: (a) be primary and non-contributory; (b) provide for severability of interests; (c) provide that an act or omission of one of the insureds shall not reduce or void coverage to any other

insureds; and (d) afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

ii. Worker's Compensation Insurance to the extent required by applicable law and with limits of liability not less than the minimum required under applicable law, covering all employees of the insured party having any duties or responsibilities in or about the Property, which coverage shall include a waiver of subrogation claims against Sellers.

(e) Buyer shall defend Sellers and defend, protect, hold harmless and indemnify Sellers from and against any and all claims, actions, proceedings, causes of action, demands, damages, liabilities, losses, expenses, or costs of any kind whatsoever (including reasonable out-of-pocket attorneys' fees) (collectively, "Losses") arising out of, or connected with, any such entry onto the Property by Buyer or Buyer's agents, except to the extent arising from the negligence or willful misconduct of Sellers or any of their agents (provided, however, Buyer agrees and acknowledges that Sellers have absolutely no obligation or duty of any sort to supervise the activities of Buyer and Buyer's contractors). Notwithstanding the foregoing, the obligations of Buyer to indemnify Sellers as provided for in this paragraph shall not apply to the mere discovery or uncovering of a pre-existing condition on the Property. This paragraph shall survive the Closing or the termination of this Agreement without the occurrence of the Closing.

(f) All of the inspections and reports completed for Buyer pursuant to this paragraph shall be at Buyer's sole expense.

5. **Conditions Precedent.** Buyer's obligation to purchase the Property is subject to the following conditions (the "Conditions Precedent") being met and the written verification, by Buyer that each Condition Precedent is satisfied and/or removed on or before the end of the Due Diligence Period:

(a) **Property Condition.** Buyer's acceptance of the condition of the Property. This shall include the right of physical inspections to the property as provided above.

(b) **Documentation, Reports and Records.** Buyer's review and approval of the following documentation, reports and records related to the Property.

i. **Title Reports and Documents:**

1. A current preliminary title report on the Property accompanied by copies of all documents referred to in the preliminary title report.
2. Copies of all unrecorded, existing or proposed easements, covenants, restrictions, agreements and other documents which affect title to the Property and which would be binding upon Buyer after the Closing and which are not disclosed by the preliminary title report of which Sellers have knowledge, or, if Sellers are not aware of any such documents, a certification of Sellers that, to the best of Sellers' knowledge, no such documents exist, which shall be in the form required by Escrow Holder.
3. To the extent one exists, Sellers' most current survey of the Property and Improvements by a licensed surveyor or civil engineer.

- ii. Property Operations. Buyer's review and approval of documentation, reports and records concerning Property and its operations including the following to the extent that the same exist and are in the care, custody or control of Sellers:
 - 1. The building operating expenses for the past five (5) years. At the request of Buyer, Sellers shall promptly provide any documentation in Sellers' possession related to the operating expenses, including copies of invoices, billings, payments of the expenses and charges to tenants for review and approval. Sellers will provide a list of any such documents Sellers are aware of but cannot or has not provided to Buyer.
 - 2. Tenant billings and summaries for the operating expenses from January 2018 to present.
 - 3. Service contracts, if any, related to any item on and being transferred with the Property (for example HVAC, Elevator and Fire/Sprinkler System Service Agreement, and which are hereinafter called the "Service Contracts").
 - 4. Certificates of Occupancy, warranties and other contracts or documents of significance to the Property.
 - 5. Building permits and certificates of occupancy.
 - 6. The as-built plans and specifications for each building and all Improvements which is either in Sellers' possession or Seller is able to obtain by reasonable means including, but not limited to, obtaining plans from the local building and planning department search.
 - 7. Any and all as-built plans and specifications for the Property, of the structural, roof, mechanical, electrical, plumbing and life safety condition of the Property.

- iii. Improvements. Sellers shall provide the following for review by Buyer to the extent that the same exist and are in the care, custody or control of Sellers:
 - 1. Verification that there are no amounts due and owing on any Improvement, all apparatus, equipment and appliances used in connection with the operation or occupancy of the Property, such as heating, ventilating and air conditioning systems and facilities used to provide any utility services, refrigeration, garbage disposal, recreation or other services on the Property and that all such Improvements will pass to Buyer free and clear.
 - 2. Any and all as-built plans and specifications for the Property, of the structural, roof, mechanical, electrical, plumbing and life safety condition of the Property.

- iv. Regulatory Restrictions. Buyer's review and approval of all zoning, land use, environmental and building or construction laws and regulations, plans and policies restricting or otherwise affecting the use, occupancy or other enjoyment of the Property for Buyer's purpose. Sellers shall provide Buyer with copies of any relevant documents in its care, custody or control.

- (c) Title. Buyer's review and acceptance of conditions to title of the Property.
- i. Prior to the expiration of the Due Diligence Period, Buyer will notify Sellers in writing of any title exceptions which are not acceptable to Buyer.
 - ii. Not later than three (3) business days after receipt of Buyer's notice, Sellers shall notify Buyer in writing of Sellers' election whether to cure (at Sellers' sole expense) any title exceptions that are not acceptable to Buyer. Sellers' failure to respond shall be deemed an election by Sellers not to cure any such title exceptions.
 - iii. If Sellers elect not to cure, the Due Diligence Period shall be extended by ten (10) days and Buyer shall have until the end of the extended Due Diligence Period to notify Sellers of its election to either (1) accept any title exceptions which Sellers have not elected to cure or (2) terminate this Agreement. Buyer's failure to respond by the end of the extended Due Diligence Period shall be deemed an election by Buyer to accept any such title exceptions.
 - iv. Notwithstanding the foregoing, Sellers shall cause any deed of trust recorded in connection with Sellers' financing of the Property to be removed at Sellers' sole expense at the Closing.
 - v. Notwithstanding the foregoing, Sellers must remove all judgment liens prior to Closing.
- (d) Property Occupants. Buyer's review and approval of all documents, reports and records concerning occupants of the Property including:
1. Verification that there are no current tenancies at the building located at 2332 Harrison Street, Oakland California, including any holdovers.
 2. All leases pertaining to tenancies in the Real Property ending within the last 3 years.
 3. A list of any current occupants of the Real Property without a written lease or permission to occupy.
- (e) Personal Property. Buyer's review and approval of all Personal Property described in Exhibit B. Sellers shall also remove all personal property not specifically identified on Exhibit B and any identified in Exhibit B that has been requested in writing to be removed by Buyer. Sellers shall contact Buyer when all identified personal property is removed so that remaining personal property can be inspected and removal or personal property can be approved.
- (f) Sellers shall provide Buyer with each of the documents identified above (other than those items described in clause (b)(iv) (Regulatory Restrictions), which shall be Buyer's responsibility, except for those in the possession of Buyer or its agents) for Buyer's review and approval. Sellers shall provide all such documents to Buyer within five (5) calendar days of the Effective Date.
- (g) If any of the conditions contained in this Section 5 are not satisfied, Buyer, by written notice given to Sellers before the end of the then Due Diligence Period, shall have the right at its election either to (1) extend the Due Diligence Period once by ten (10)

days to allow Sellers time to cause all of the conditions to be satisfied (however, Sellers have no obligation to do so), (2) waive the condition in question and proceed with the purchase or, (3) terminate this Agreement. Buyer's failure to make any such election shall be deemed Buyer's election to terminate this Agreement. If Buyer elects to extend the Due Diligence Period as provided in clause (1), Buyer's failure to give Sellers written notice prior to the end of such extended Due Diligence Period that the conditions contained in this Section 5 are satisfied shall be deemed to be Buyer's election to terminate this Agreement as of the end of such Extended Due Diligence Period. In the event Buyer elects to terminate the Agreement, Buyer shall pay any title and escrow charges, the Initial Deposit (less the Consideration Payment) shall be returned to Buyer along with any interest earned, and neither party shall have further rights or obligations under this Agreement except for those obligations which expressly survive the termination of this Agreement and, if Buyer has made any deposit beyond the Initial Deposit, it will be returned in full to Buyer.

6. Title to the Property.

(a) At the Closing, Sellers shall convey to Buyer marketable fee simple title to the Real Property, all rights, privileges and easements appurtenant thereto and to the Improvements by duly executed and acknowledged grant deeds in forms acceptable to Buyer. Evidence of delivery of marketable fee simple title shall be the issuance of American Land Title Association Extended Coverage Owner's Policies (the "Title Policy"), in the full amount of the Purchase Price by Old Republic Title Company, insuring fee simple title to the Real Property, Improvements, and appurtenant rights, privileges and easements to Buyer, subject only to such exceptions as Buyer shall approve pursuant to Section 5 above. Such policy shall provide full coverage against mechanics' or materialmen's liens arising out of the construction of any of the Improvements and shall contain such special endorsements as Buyer may reasonably require. If Buyer does not obtain and provide to Escrow an ALTA survey, the Title Policy may include an exception for matters that a current ALTA survey would reveal

(b) At the Closing, Sellers shall transfer title to the Personal Property by a bill of sale ("Bill of Sale") in the form as Exhibit C attached hereto.

7. Closing.

(a) The Closing shall occur fifteen (15) calendar days after the satisfaction or waiver of the conditions in Section 5. The Closing may be shortened or extended by mutual agreement in writing by both parties.

(b) At or before Closing, Sellers shall deliver to Buyer the following:

(i) Grant deeds conveying to Buyer the Real Property, Improvements and all rights, privileges and easements appurtenant thereto as required by this agreement.

1. The Property shall be free and clear of all liens, encumbrances, assessments, easement and taxes, except (A) real property taxes and assessments for the fiscal year in which escrow closes (subject to pro

ration) and (B) easements or rights of way over the land portion of the Property for public or quasi-public utilities or public street purposes and (C) such other items as Buyer approves in writing.

2. Notwithstanding any other provision in this Agreement, Sellers must remove all judgment liens on the subject Real Property before Closing

(ii) Bill of Sale covering the Personal Property and any apparatus, equipment or appliances which are a part of the Improvements in the form attached hereto as Exhibit C.

(iii) A current UCC search result showing that there are no lien filings against Sellers (or either of them) in the office of the California Secretary of State under the California Uniform Commercial Code which would be a lien on the items specified in the Bill of Sale (other than such lien filings, if any, as are being released at the time of Closing);

(iv) Originals or copies of the Service Contracts to be assigned to Buyer, if any;

(v) Assignment of the Service Contracts in the form attached hereto as Exhibit D, if applicable;

(vi) Originals or copies of building permits and certificates of occupancy for the Improvements to the extent, and only to the extent, the same are in the care, custody or control of Seller;

(vii) Closing statement in form and content satisfactory to Buyer and Seller; and

(viii) Any other documents, instruments or agreements called for hereunder which have not been previously delivered.

(c) Buyer may waive compliance on Sellers' part under any of the foregoing items by an instrument in writing.

(d) Sellers and Buyer shall each deposit such other instruments as are reasonably required by the Escrow or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

(e) Real property taxes and assessments, water, sewer and utility charges, amounts payable under the Service Contracts, annual permits and/or inspection fees (calculated on the basis of the period covered) and other expenses normal to the operation and maintenance of the Property shall be prorated as of the Closing on the basis of a 366-day year. For avoidance of doubt, delinquent real property taxes shall be paid out of escrow out of the proceeds of the sale prior to the close of escrow.

- (f) The following charges shall be allocated as follows:
- (i) Title fees shall be paid by Buyer
 - (ii) Escrow fees shall be paid by Buyer
 - (iii) Documentary County Transfer Tax shall be paid by Buyer
 - (iv) City Transfer Tax shall be paid by Buyer
 - (v) Recording Fees shall be paid by Sellers as Buyer is exempt from Recording Fees; in addition, Sellers shall pay all fees required to remove deeds of trust and any and all judgment liens. Finally, if Sellers need to clear other items from title, Sellers shall pay those recording fees and all related costs.
 - (vi) Sellers, at no expense to Buyer, shall be responsible for obtaining clearance from the City of Oakland under Oakland Municipal Code Section 12.04.020 pertaining to sidewalks. Buyer: (A) acknowledges that the sewer laterals serving the Building have been inspected in accordance with EBMUD Regional Private Sewer Lateral Program and that EBMUD has issued (1) Compliance Certificate for Private Sewer Lateral No. 19487 with respect to 2332 Harrison Street, which is valid until July 24, 2034, a copy of which is Exhibit F hereto, and (2) Compliance Certificate for Private Sewer Lateral No. 16159 with respect to 2336 Harrison Street, which is valid until March 19, 2034, a copy of which is Exhibit G hereto,; and (2) agrees that Sellers have no obligation to have the subject sewer laterals examined or recertified by EBMUD to the extent said Compliance Certificates satisfy the obligations of the EBMUD Regional Private Sewer Lateral Program requirements, else Seller shall be responsible for any examination or recertification as may be required by EBMUD.

(g) Sellers are solely responsible for payment of any and all broker's commissions it may have agreed to pay. Buyer is self-represented. Each of Buyer and Sellers (each, "Indemnitor") agrees to indemnify and hold the other harmless from and against all liability, claims, demands, damages, or costs of any kind whatsoever arising from or connected with any broker's or finder's fee or commission or charge claimed to be owed to any person arising from Indemnitor's conduct with respect to this transaction.

8. Representations and Warranties of Sellers. Sellers hereby represent, warrant and covenants the following, each of which shall be true in all respects as of the Effective Date and as of the date of Closing and shall survive Closing:

(a) That, except as may be revealed by the Disclosure Documents and Buyer's inspection of the Real Property and the Improvements, to Sellers' actual knowledge, all physical,

structural and mechanical systems, including, without limitation the plumbing, heating, air conditioning, electrical and life safety systems are in good operating condition and repair.

(b) That, except as may be revealed by the Disclosure Documents and Buyer's inspection of the Real Property and the Improvements, to Sellers' actual knowledge there is no existence of asbestos, PCB transformers or other toxic, hazardous or contaminated substances and/or underground storage tanks in, on or about the Property except for such toxic or hazardous substances which are customarily maintained upon and within buildings similar to the Property for the purpose of ordinary use, maintenance and repair.

(c) To Seller's actual knowledge, there are now and at Closing shall be no condition existing with respect to the use and operation of the Property that violates any applicable ordinance, regulation or code of any federal, state, county or municipal department, board, body, agency, office or other governmental authority, including any applicable law, ordinance, regulation or code presently enacted but with prospective application.

(d) Except as disclosed in writing to Buyer, Sellers do not have any actual knowledge of any condemnation, zoning or other land use regulation proceedings, either instituted or planned to be instituted, which would detrimentally affect the use and operation of the Property, nor has Sellers received notice of any special assessment proceedings.

(e) Any survey, mechanical and structural plans and specifications, other reports, certificates of occupancy, warranties and all other contracts or documents delivered to Buyer pursuant to this Agreement or in connection with the execution hereof are true and correct copies of the materials in the possession of Sellers; provided, however, Sellers make no warranty or guaranty that any such materials are accurate.

(f) Except as otherwise disclosed in writing to Buyer, Sellers have no actual knowledge of any lawsuits or legal action that is or are threatened or pending that are likely to have a material, adverse or other detrimental effect on the Property.

(g) That, except as may be revealed by the Disclosure Documents, to Sellers' actual knowledge, all water, sewer, gas, electric, telephone and drainage facilities and all other utilities required by law or by the normal use and operation of the Property are connected pursuant to valid permits.

(h) All documents executed by Sellers which are to be delivered to Buyer at Closing shall be duly authorized, executed and delivered by Sellers and at the Closing shall be legal, valid and binding obligations of Sellers, and at Closing shall be sufficient to convey title (if they purport to do so) and do not and at the Closing shall not violate any provisions of any agreement to which either of Sellers is a party or to which such party is subject.

(i) Intentionally Omitted.

(j) During the Escrow period, Sellers shall not enter into any new lease, or option to lease, or extension of an existing lease, or any other contract or agreement pertaining to the

Property, unless Sellers shall first send to Buyer for approval a copy of the document it proposes to sign, and Buyer approves of the document in writing.

(k) Except as previously disclosed by Sellers to Buyer in writing, there are no tenants or other occupants on the Property, there are no current leases and as to any past lease there are no offsets or concessions owed to any tenant.

As used in this Agreement, the phrase "to Sellers' actual knowledge" or words of similar import shall only mean the actual (and not constructive or imputed) personal knowledge, without independent investigation or inquiry, of any of (i) Mahnaz Khazen, (ii) Violet Parvarandeh, or (iii) Pirooz Parvarandeh.

9. No Back-Up Offers. Sellers represent and warrant that Sellers have not agreed to sell the Property or any interest therein to any party whose rights are superior to Buyer's rights under this Agreement. Sellers shall not enter into any other agreements to sell the Property as long as this Agreement is in force.

10. Liquidated Damages. IF, BEFORE THE CLOSE OF ESCROW, BUYER REFUSES WITHOUT CAUSE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT WITHIN 3 BUSINESS DAYS AFTER WRITTEN DEMAND FROM SELLERS ON BUYER SO TO DO, THEN BUYER SHALL BE DEEMED IN DEFAULT UNDER THIS AGREEMENT. THE PARTIES RECOGNIZE THAT SELLERS WILL INCUR EXPENSE IN THE CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THAT THE PROPERTY WILL BE REMOVED FROM THE MARKET AT A TIME WHEN ITS SALE IS CRITICAL TO SELLERS' INTERESTS; FURTHER, THE PARTIES RECOGNIZE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE DAMAGE TO SELLERS CAUSED BY THE BREACH BY BUYER OF THIS AGREEMENT AND THE FAILURE OF THE CONSUMMATION OF THIS AGREEMENT OR THE AMOUNT OF COMPENSATION SELLERS SHOULD RECEIVE AS A RESULT OF BUYER'S DEFAULT. THEREFORE, BUYER AND SELLERS AGREE THAT IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF BUYER'S DEFAULT, SELLERS' DAMAGES SHALL BE ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). RECEIPT BY SELLERS OF ONE MILLION DOLLARS (\$1,000,000.00) BY THE RETENTION OF THE ONE HUNDRE THOUSAND DOLLAR (\$100,000.00) INITIAL DEPOSIT, SHALL BE SELLERS' SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR DEFAULT BY BUYER UNDER OR IN CONNECTION WITH THIS AGREEMENT AND SHALL BE INSTEAD OF ANY OTHER MONETARY RELIEF OR ANY OTHER RELIEF TO WHICH SELLERS MAY OTHERWISE BE ENTITLED BY VIRTUE OF THIS AGREEMENT AT LAW OR IN EQUITY.

SELLERS' INITIALS

MK

BUYER'S INITIALS

KV

11. Indemnification. Each party hereby agrees to indemnify the other party and hold it harmless from all costs, expenses, penalties, damages and losses, including, without limitation,

reasonable attorneys' fees and expenses resulting from any misrepresentations or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate or exhibit given or delivered to the other pursuant to or in connection with this Agreement.

12. Loss by Fire or Other Casualty; Condemnation. In the event that prior to Closing the Property or any part thereof is destroyed or materially damaged or if condemnation proceedings are commenced against the Property, Buyer shall have the right, exercisable by giving written notice of such decision to Sellers within thirty (30) days after receiving Sellers' written notice of such damage, destruction or condemnation proceedings, to terminate this Agreement in which case neither party shall have any further rights or obligations hereunder, except for those expressly stated to survive the termination of this Agreement. If Buyer elects to accept the Property in its then condition, all proceeds of insurance or condemnation awards payable to Sellers by reason of such damage, destruction or condemnation shall be paid or assigned to Buyer. In the event of non-material damage to the Property (which is damage costing less than One Hundred Thousand Dollars (\$100,000.00) to repair), which damage Sellers are unwilling to repair or replace, Buyer shall have the right, exercisable by giving written notice within thirty (30) business days after receiving Sellers' written notice of such damage, either to:

(a) terminate this Agreement as provided hereinabove in this Section 12, or

(b) accept the Property in its then condition and proceed with the purchase, in which case Buyer shall be entitled to a reasonable reduction of the Purchase Price to the extent of the cost of repairing or replacing such damage that is not covered by insurance proceeds (however, in any event, such amount shall not exceed One Hundred Thousand Dollars (\$100,000.00)). For purposes of any repairs or replacements under this Subsection 12(b), the Closing may be extended, at Buyer's election, for a reasonable time to allow such repairs or replacements to be made.

13. Possession. Possession of the Property shall be delivered to Buyer at Closing; provided, however, that Sellers shall afford authorized representatives of Buyer reasonable access to the Property for the purposes of satisfying Buyer with respect to the representations, warranties and covenants of Sellers contained herein and with respect to satisfaction of any conditions precedent to the Closing.

14. Maintenance of the Property. Between the execution of this Agreement by Sellers and Closing, Sellers shall:

(a) Maintain the Property in good order, condition and repair, reasonable wear and tear excepted, and otherwise operate the Property in the same manner as before the making of this Agreement, the same as though Sellers were retaining the Property;

(b) Refrain from performing any grading or excavation, construction or removal of any Improvements or making any other change or improvement upon or about the Property;

(c) Refrain from creating or incurring or suffering to exist any mortgage, lien, pledge or other encumbrances in any way affecting the Property or title without Buyer's prior written approval;

(d) Refrain from committing any waste or nuisance upon the Property;

(e) Observe the use, possession and management of the Property and not execute, extend or otherwise further encumber the Property with contracts, including, without limitation, equipment maintenance or service contracts beyond the Closing, unless such contracts or agreements are first approved in writing by Buyer; and


(f) Timely make all repairs, maintenance and replacements of equipment or improvements and otherwise operate the Property in the same manner as before the making of this Agreement, the same as though Sellers were retaining the Property.

15. AS IS. Buyer hereby acknowledges and agrees that, except for the express representations and warranties in this Agreement, Buyer is buying the Property without any representations or warranties, express, implied or statutory, of any kind whatsoever, by Sellers, their agents, brokers, advisors, consultants, counsel, employees, officers, or affiliates. As a material inducement to Sellers in agreeing to sell the Property to Buyer, Buyer is purchasing the Property in its "AS-IS," "WHERE IS" condition, with all faults, and Sellers would not have agreed to sell the Property to Buyer for the Purchase Price set forth herein without Buyer's express agreement to the foregoing. Without limiting the generality of the foregoing, Buyer acknowledges that Sellers expressly disclaim and negate, as to the Property, fixtures (if any), and all of the other property: (a) any implied or express warranty of merchantability; (b) any implied or express warranty of fitness for a particular purpose; (c) any implied or express warranty of conformity to models or samples of materials; and (d) any implied or express warranty with respect to the property information, the due diligence matters, the condition of the Property, its compliance with any legal requirements, the past or projected financial condition, performance, and operating results of the property (including income or expenses thereof) or the uses permitted on the Property, the environmental condition of the Property, the development requirements for, or any other matter or thing relating to, the Property or any portion thereof or interest therein. Buyer acknowledges that, to the extent required to be operative, the disclaimers of warranties contained in this Section 15 are "conspicuous" disclaimers for purposes of any applicable legal requirements. Notwithstanding the foregoing, Sellers represent and warrant to Buyer that all documents delivered by Sellers to Buyer pursuant to this Agreement are true, correct, and complete copies of the documents in Sellers' possession; provided, however, with respect to any third party-prepared reports delivered to Buyer by Sellers, Sellers do not make, and hereby disclaim, any warranty or guaranty that the test results reported or conclusions drawn therein are accurate or complete. The release and waiver other agreements of Buyer provided in this Section 15 shall be effective from and after the Closing and will survive Closing and the recordation of the Grant Deeds and will not be merged in the Grant Deeds.

16. Release. Effective as of the Closing, except with respect to Sellers' representations, warranties and covenants contained in this Agreement, Buyer on behalf of itself and anyone claiming by, through or under Buyer hereby waives and fully and forever releases

Sellers and Sellers' officers, members, agents, employees and attorneys, and each of their respective successors and assigns and each of their respective officers, directors, shareholders, beneficiaries, members, partners, agents, employees and attorneys (collectively, the "Released Parties") from any and all claims that it may now have or hereafter acquire against any of the Released Parties for any claims arising from or related to the property information delivered to Buyer, the legal status or condition of the Property, the environmental condition of the Property, title to the Property, the Leases, and/or any defects, or other conditions, latent or otherwise, including environmental matters, affecting or relating to the Property, or any portion or component thereof. Without limiting the foregoing, Buyer specifically intends to waive and release the Released Parties of any and all claims, whether characterized as indemnity, contribution, or otherwise, arising under or as a result of any action taken by any private person or governmental agency and/or subdivision to enforce any violation or alleged violation of any state or Federal law relating to environmental matters, and environmental liabilities including, without limitation, any action arising under or out of any alleged violation of: the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), Federal Clean Air Act (42 U.S.C. Section 7401 et seq.), Federal Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), Federal Clean Water Act of 1977 (33 U.S.C. Section 1251 et seq.), Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978 (7 U.S.C. Section 136 et seq.), Federal Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Federal Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), and any similar law of the State of California regulating the use, discharge, emission and/or cleanup of substances or wastes of the type covered by the foregoing laws (collectively, "Environmental Laws"). This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer, would materially affect Buyer's release to Sellers. Buyer specifically waives the provision of California Civil Code Section 1542, 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.


Buyer's Initials

Buyer expressly assumes the risk that such unknown claims may exist in consideration for Sellers' agreement to sell the Property to Buyer at the Purchase Price. In this connection and to the extent permitted by law, Buyer hereby agrees, represents and warrants, which representation and warranty will survive the Closing and not be merged with the deeds, that Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to claims that are presently unknown, unanticipated and unsuspected, and Buyer further agrees,

represents, warrants and covenants, which representation, warranty and covenant will survive the Closing and not be merged with the deed, that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown claims which might in any way be included as a material portion of the consideration given to Sellers by Buyer in exchange for Sellers' performance hereunder. Sellers have given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section 16. The waivers in this Section 16 shall exclude claims made with respect to: (1) Sellers' representations, warranties and covenants in this Agreement; (2) Sellers' fraud, misrepresentation or concealment; and (3) third party claims for personal injury or damage to property arising out of occurrences prior to the Closing such as so-called "slip and falls."

17. Survival. All warranties, covenants, and other obligations described herein shall survive delivery of the Grant Deeds for a period of one (1) year after Closing.

18. Time of the Essence. Time is of the essence of all times and dates set forth in this Agreement.

19. Exhibits. All exhibits attached hereto are incorporated herein by reference, specifically:

- Exhibit A: Real Property Description
- Exhibit A-1: Schedule of Excluded Property
- Exhibit B: Schedule of Personal Property
- Exhibit C: Form of Bill of Sale
- Exhibit D: Assignment and Guaranty of Service Contracts
- Exhibit E: Form of Grant Deed
- Exhibit F: EBMUD Compliance Certificate for Private Sewer Lateral No. 19487
- Exhibit G: Compliance Certificate for Private Sewer Lateral No. 16159

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by both parties before it shall be effective.

21. Intentionally Omitted.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

24. Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

25. Interpretation. Words used in the singular number shall include the plural, and vice-versa and any gender shall be deemed to include each other gender. The captions and headings of the Sections of this Agreement are for convenience of reference only and shall not be deemed to define or limit the provisions hereof.

26. Notices. Any and all notices required or permitted under this Agreement or by law shall be given in writing either by personal service, overnight delivery by a reputable delivery company or by registered or certified mail, postage prepaid, and return receipt requested, or by facsimile transmission with a confirmation copy to be sent by mail. Any such notice shall be effective as of the date it is transmitted and mailed or delivered, if transmitted by facsimile transmission on or before 5:00 p.m. Pacific Time; or on the following day if transmitted after 5:00 p.m. Pacific Time. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

To Sellers:

VIMA Harrison 1 LLC
Lake Bay View LLC
3550 Stevens Creek Boulevard, Suite 220
San Jose, CA 95117
Attn: Mahnaz Khazen

And

VIMA Harrison 1 LLC
Lake Bay View LLC
PO Box 520
Los Altos, CA 94023
Attn: Violet Parvarandeh and Pirooz Parvarandeh

To Buyer:

County of Alameda
c/o Willie Hopkins, Director
General Services Agency
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612-4305
Facsimile No. 510/208-9711

Copy to:
Real Property Management
General Services Agency
County of Alameda
1401 Lakeside Drive, 6th Floor
Oakland, CA 94612-4305

Second Copy to:
Andrew Massey
Deputy County Counsel
Office of the County Counsel
1221 Oak Street, Ste. 450
Oakland, CA 94612
Facsimile: 510/272-5020

27. Attorneys' Fees and Costs Except as otherwise provided herein, in the event of litigation, arbitration or other judicial or quasi-judicial process, including any bankruptcy proceeding or collection action, to enforce this Agreement or any of its terms, the prevailing party, as determined by the court (whether at trial, upon appeal or otherwise), shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and costs. The parties agree that any litigation described herein shall be in a court of competent jurisdiction and located in the County of Alameda.

28. Continuation and Survival of Representations and Warranties. All agreements, representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of Closing, shall be deemed to be material and shall survive the execution and delivery of this Agreement and the delivery of the grant deeds and transfer of title. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Sellers in connection with the transaction contemplated hereby shall constitute representations and warranties hereunder.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

30. Further Assurances. Sellers and Buyer agree to execute such additional documents and take such actions as may be reasonable and necessary to carry out the provisions of the Agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLERS:

VIMA HARRISON 1 LLC,
a California limited liability company

By: *Mahmud Khazem*
Name: *Mahmud Khazem*
Title: *Managing Member*
Date: *Jun 5, 2020*
EIN: ~~82-066051~~
45-3515089

LAKE BAY VIEW LLC,
a California limited liability company

By: *Mahmud Khazem*
Name: *Mahmud Khazem*
Title: *Managing Member*
Date: *Jun 5 2020*
EIN: *82-066051*

BUYER

COUNTY OF ALAMEDA,
a political subdivision of the State of California

Richard Valle
Richard Valle
President, Board of Supervisors
County of Alameda, State of California

6/9/20
Date

APPROVED AS TO FORM:
DONNA R. ZIEGLER
COUNTY COUNSEL
County of Alameda, State of California

By: *Andrew J. Massey*
Andrew J. Massey
Deputy

EXHIBIT A TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

REAL PROPERTY DESCRIPTION

Parcel A:

Beginning at the point of intersection of the Southwestern boundary line of Lot 17 with the Southeastern line of Harrison Street, as said Lot and Street are shown on the Map of "Survey No. 824, for Henry C. Lee, Esq., 100 Acre Tract, Oakland Township", filed September 14, 1867, in the Office of the County Recorder of Alameda County; running thence Northeasterly along said line of Harrison Street, 84.07 feet; thence South $87^{\circ} 14'$ East, the bearing of said Southwestern boundary line of Lot 17 being taken as South $17^{\circ} 48'$ East for the purpose of making this description, 109.33 feet; thence South $03^{\circ} 31'$ East, 107.75 feet to the Southern boundary line of said Lot 17; thence South $88^{\circ} 42'$ West along said Southern boundary line of Lot 17, 131 feet, more or less, to the Southwestern corner of said Lot 17; thence North $17^{\circ} 48'$ West along the Southwestern boundary of Lot 17 to the point of beginning.

(APN: 010-0768-005)

Parcel B:

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows: Portion of Lot 17, as said Lot is shown on the Map of "Survey 824, for Henry C. Lee, Esq., 100 Acre Tract, Oakland Township", filed September 14, 1867, Map Book 4, Page 4, in the Office of the County Recorder of Alameda County, described as follows: Beginning at the intersection of the Southeastern line of Harrison Street with the Northern boundary line of that certain parcel of land conveyed by Deed to the Young Women's Christian Association of Oakland, a corporation, dated July 15, 1924, recorded July 19, 1924, in Book 759 of Official Records of Alameda County, Page 290; running thence Northeasterly along said line of Harrison Street, on the arc of a curve to the right with a radius of 7718 feet, an arc distance of 29.80 feet, the chord of said arc bears North $19^{\circ} 17' 50''$ East; thence leaving said line of Harrison Street, South $87^{\circ} 29'$ East, 95.86 feet; thence South $2^{\circ} 31' 30''$ West, 16.57 feet; thence South $87^{\circ} 28' 30''$ East, 117.86 feet to the Western line of Bay Place; thence Southerly along the Western line of Bay Place, on the Arc of a curve to the right with a radius of 534.5 feet, an arc distance of 13.39 feet to the Northern line of the parcel of land described in the Deed by W.R. Griswold and Delphine Griswold to Saylor and Hill Co. dated September 12, 1947, in Book 5273 of Official Records of Alameda County, Page 577, Instrument No. AB/86274; thence along the last named line and along the Northern line of said land described in said Deed to Young Women's Christian Association of Oakland, North $87^{\circ} 28' 39''$ West, 228.30 feet to the point of beginning.

(APN: 010-0768-002-05)

Parcel C:

Beginning at a point on the Western line of Bay Place, distant thereon North $13^{\circ} 06'$ West, 51.58 feet from the point of intersection of said line of Bay Place with the Southern boundary line of Lot 17, the bearing of said line of Lot 17 being taken as North $88^{\circ} 42'$ East, as said Bay Place and Lot are shown on the Map of "Survey No. 824 for Henry C. Lee, Esq., 100 Acre Tract, Oakland Township", etc, filed September 14, 1867, in the Office of the County Recorder of Alameda County; running thence South $88^{\circ} 33'$ West, 133.01 feet to the Eastern boundary line of that certain piece or parcel of land conveyed by Esther M. Sommarstrom, et al, to Young Women's Christian Association of Oakland, a corporation, by Deed dated July 14, 1924, recorded July 19, 1924, in Book 777 of Official Records of Alameda County, Page 102; thence North $3^{\circ} 31'$ West along said boundary line of the land so conveyed and along the Eastern boundary line of that certain piece or parcel of land conveyed by Jessie E. Auseon, et al, to Young Women's Christian Association of Oakland, a Corporation, by Deed dated July 15, 1924, recorded July 19, 1924, in Book 759 of Official Records of Alameda County, Page 290, 56.8 feet, more or less, to the Northeastern corner of the last mentioned parcel; thence South $87^{\circ} 14'$ East, a distance of 120 feet, more or less, to the Western line of Bay Place; thence Southerly along the Western line of Bay Place, a distance of 50 feet, more or less, to the point of beginning.

(APN: 010-0768-002-03)

EXHIBIT A-1 TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

SCHEDULE OF EXCLUDED PROPERTY

EXHIBIT B TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

**PERSONAL PROPERTY
(To be provided by Seller)**

Room	Floor	Twin Bed With 2 Drawer	XL Twin Matras	Twin Matras	Queen Bed	Queen Matras	Night Stand	Desk	Desk With Top	Desk Lamp	Chair	Bench	Queen Bench	Wardrobe	Drawer	Cabinet With Door	Fridge	Fridge Cabinet	Clock	Mirror	Heater	Drawer Shelves	Dinning Chair	Square Table140x140 cm	Semircular table	Square Table70x70 cm	Dinning Table 107x366 cm	Rectangular Table 100x240 cm	Rectangular Table 75x175 cm	View
601	6	2	2				1	2	2	2	2	1	2	2			1	1	1	1	*								Harrison & Bay St View , Moutain View Partial Lake,Balcony,Yard View	
602	6	2	2					2	2	2	2	2	2	2	2	1	1	1	1	1	*								Harrison & Bay St View , Moutain View Lake View	
603	6	2	2					2	2	2	2	2	2	2			1	1	1	1	*								Harrison & Bay St View, Moutain View Lake View	
604	6	2	2					2	2	2	2	2	2	2			1	1	1	1	*								Harrison & Bay St View, Moutain View Lake View	
605	6				1	1					2	1	1	1			1	1	1	1	*								Harrison & Bay St View, Moutain View Lake View	
606	6	2	2					2	2	2	2	2	2	2			1	1	1	1	*								Harrison St & Yard View No View	
501	5	2	2		2			1	1	1	2	2	2	2			1	1	1	1	*								Harrison St & Yard View No View	
502	5	1	1					1	1	1	1			2			1	1	1	1	*								Harrison St & Yard View No View	
503	5	2	2					2	2	2	2			2			1	1	1	1	*								Harrison St & Yard View No View	
504	5	2	1	1				2	2	2	2			2			1	1	1	1	*								Harrison St & Yard View No View	
505	5	2	2					2	2	2	2			2			1	1	1	1	*								Partial Yard View No View	
506	5	1	1					1	1	1	1	1		2			1	1	1	1	*								Yard & Balcony View Parking Lot View	
507	5	2	2					2	2	2	2			2			1	1	1	1	*								Yard & Balcony View Parking Lot View	
508	5	1	1					1	1	1	1	1		2			1	1	1	1	*								Harrison & Bay St View, Moutain View Partial Lake View	
509	5	2	2					2	2	2	2			2			1	1	1	1	*								Harrison & Bay St View, Moutain View Partial Lake View	
510	5	2	1	1				2	2	2	2			2			1	1	1	1	*								Harrison & Bay St View, Moutain View Partial Lake View	
511	5				1	1		1	1	1	1	1	1	1			1	1	1	1	*								Harrison & Bay St View, Moutain View Partial Lake View	
512	5	2	1	1				2	2	2	2			2			1	1	1	1	*								Harrison & Bay St View, Moutain View Partial Lake View	
513	5	2	1	1				2	2	2	2			2			1	1	1	1	*								Harrison & Bay St View, Moutain View Partial Lake View	
514	5	2	1	1				2	1	2	2			2			1	1	1	1	*								Harrison & Bay St View, Moutain View Yard View	
515	5	2	1	2				2	2	2	2			2			1	1	1	1	*								Harrison & Bay St View, Moutain View Yard View	
516	5	2	1	1				2	2	1	2			2			1	1	1	1	*								Harrison & Bay St View, Moutain View Yard View	
517	5	1	1	1				1	1	1	1			1			1	1	1	1	*								Harrison & Bay St View, Moutain View Yard View	
518	5	2						1	1	1	2			2			1	1	1	1	*								Harrison St View Yard & Balcony View	
519	5	2	1	1				2	2	2	2			2			1	1	1	1	*								Harrison St View Yard & Balcony View	
520	5	1	1	1				1	1	1	1			2			1	1	1	1	*								Harrison St View Yard & Balcony View	
521	5	2	1	1				2	2	2	2			2			1	1	1	1	*								Harrison St View Yard View	
522	5	2	1	1				2	2	2	2			2			1	1	1	1	*								Harrison St View Yard View	
523	5	2	2					2	2	2	2			2			1	1	1	1	*								Harrison St View Yard View	
524	5	2						2	2	2	2			2			1	1	1	1	*								Harrison St View Yard View	
525	5	2	2					2	2	2	2			2			1	1	1	1	*								Yard & grand St View Harrison St & Lake View	
526	5	2						2	2	2	2			2			1	1	1	1	*								Yard View No View	
401	4	2	1	1				2	2	2	1			2			1	1	1	1	*								Yard View Parking Lot View	
402	4	2	1	1				2	2	2	1			2			1	1	1	1	*								Yard View Parking Lot View	
403	4	2	2					2	2	2	1			2			1	1	1	1	*								Yard View Parking Lot View	
404	4	2	2					2	2	2	1			2			1	1	1	1	*								Yard View Parking Lot View	
405	4	2						2	2	2	1			2			1	1	1	1	*								Yard View Parking Lot View	
406	4	1	1	1				1	1	1	1			2			1	1	1	1	*								Yard View Parking Lot View	
407	4	2	2	2				2	2	2	1			2			1	1	1	1	*								Balcony View	

Room	Floor	Twin Bed With 2 Drawer	XL Twin Matras	Twin Matras	Queen Bed	Queen Matras	Night Stand	Desk	Desk With Top	Desk Lamp	Chair	Bench	Queen Bench	Wardrobe	Drawer	Cabinet With Door	Fridge	Fridge Cabinet	Clock	Mirror	Heater	Drawer Shelves	Dinning Chair	Square Table140x140 cm	Semicircular table	Square Table70x70 cm	Dinning Table 107x366 cm	Rectangular Table 100x240 cm	Rectangular Table 75x175 cm	View
408	4	2	1					1	1		1	1	2	2		1	1	1	1	1	*								Parking Lot View	
409	4	2	2					2	1		2	1	2	2		1	1	1	1	1	*								Parking Lot View	
410	4	2	1	1				2			1			2		1	1	1	1	1	*								Harrison & Bay St View	
411	4				1	1							1	1		1	1	1	1	1	*								Balcony View	
412	4	2	1	1				2	2		2	2	2	2		1	1	1	1	1	*								Harrison & Bay St View	
413	4	2	1	1				2	2		2	2	2	2		1	1	1	1	1	*								Balcony View	
414	4	2	1	1				2	2		2	2	2	2		1	1	1	1	1	*								Harrison & Bay St View	
415	4	2	1	1				2	2		2	2	2	2		1	1	1	1	1	*								Harrison & Bay St View	
416	4	2	1	1				2	2		2	2	2	2		1	1	1	1	1	*								Balcony View	
417	4	1	1				1	1	1		1	1	1	1		1	1	1	1	1	*								Harrison & Bay St View , Moutain View	
418	4	2		2				1	1		1	1	2	2		1	1	1	1	1	*								Harrison & Bay St View	
419	4	2	1	1				2	1		1	1	2	2		1	1	1	1	1	*								Balcony View	
420	4	1	1				1				1	1	1	1		1	1	1	1	1	*								Harrison St View	
421	4	2	2					2	2		1	1	2	2		1	1	1	1	1	*								Harrison St View	
422	4	2		2				2	2		1	1	2	2		1	1	1	1	1	*								Yard View	
423	4	2	1	1				2	2		1	1	2	2		1	1	1	1	1	*								Yard View	
424	4	2	2					2	2		1	1	2	2		1	1	1	1	1	*								Harrison St View	
425	4	2	1	1				2	2		1	1	2	2		1	1	1	1	1	*								Yard & Grand St View	
426	4	2	1	1				2	2		2	2	2	2		1	1	1	1	1	*								Harrison St & Lake View	
301	3	2	2					2	2		1	1	2	2		1	1	1	1	1	*								Yard View	
302	3	2	2					2	2		1	1	2	2		1	1	1	1	1	*								Drive Way View	
303	3	2	2					2	2		2	2	2	2		1	1	1	1	1	*								Yard View	
304	3	2		2				2	2		2	2	2	2		1	1	1	1	1	*								Parking Lot View	
305	3	2	2					2	2		2	2	2	2		1	1	1	1	1	*								Balcony View	
306	3	2	1					1	1		1	1	2	2		1	1	1	1	1	*								Parking Lot View	
307	3	2	2					2	2		2	2	2	2		1	1	1	1	1	*								Balcony View	
308	3	2	1					1	1		1	1	2	2		1	1	1	1	1	*								Parking Lot View	
309	3	2	1					2	2		2	2	2	2		1	1	1	1	1	*								Parking Lot View	
310	3	2	1					2	2		2	2	2	2		1	1	1	1	1	*								Harrison & Bay St View	
311	3				1	1		1	1		1	1	1	1		1	1	1	1	1	*								Balcony View	
312	3	2		2				2	2		2	2	2	2		1	1	1	1	1	*								Harrison & Bay St View	
313	3	1	1				1	1	1		1	1	1	1		1	1	1	1	1	*								Balcony View	
314	3	2	2					1	1		1	1	2	2		1	1	1	1	1	*								Harrison & Bay St View	
315	3	2	1	1				2	2		2	2	2	2		1	1	1	1	1	*								Balcony View	
316	3	2						2	2		2	2	2	2		1	1	1	1	1	*								Harrison & Bay St View	
317	3	1	1					1	1		1	1	1	1		1	1	1	1	1	*								Harrison & Bay St View	
318	3							2			1	1	1	1		1	1	1	1	1	*								Harrison St View	
319	3	4	3	1				3	2		2	2	1	4		2	2	2	2	2	*								Balcony View	
320	3	1	1					1	1		1	1	1	1		1	1	1	1	1	*								Harrison St View	

Room	floor	Twin Bed With 2 Drawer	XL Twin Matras	Twin Matras	Queen Bed	Queen Matras	Night Stand	Desk	Desk With Top	Desk Lamp	Chair	Bench	Queen Bench	Wardrobe	Drawer	Cabinet With Door	Fridge	Fridge Cabinet	Clock	Mirror	Heater	Drawer Shelves	Dinning Chair	Square Table140x140 cm	Semicircular table	Square Table70x70 cm	Dinning Table 107x366 cm	Rectangular Table 100x240 cm	Rectangular Table 75x175 cm	View	
321	3	2	1					2	2	1	1		2	2		1	1				*									Yard & Balcony View	
322	3	2	2					2	1	1	1		2	2		1	1				*	1								Harrison St View	
323	3	2	1	1				2	2	2	2		2	2		1	1				*									Yard view	
324	3	2	2					2	2	2	2		2	2		1	1				*									Harrison St View	
325	3	2	1	1				2	2	2	2		2	2		1	1				*									Lake & Yard View	
326	3	2						2	2	2	2		2	2		1	1				*									Harrison St & Lake View	
201	2				1	1	1			1		1	2	2		1	1				*									Yard View	
202	2	2	1	1					1			2	2	2		1	1				*									Parking Lot View	
203	2	2	1	1				2	2	2	2		2	2		1	1				*									Yard View	
204	2	2	2					1	1	2	1	2	2	2		1	1				*									Parking Lot View	
205	2				1	1	2	1	2	2			1			1	1				*									Yard View	
206	2	2	2					1	1				2	2		1	1				*									Parking Lot View	
207	2	1		1				1	1			1	1	1		1	1				*									Parking lot view	
208	2	1	1					1	1		1	1		1		1	1				1									Harrison St View	
Dinning Room	1							5	4												*	23		1	2	3	3				
Living Room	1							1													*										
Conference Room	1									2											*	6				1	1				
Control Room	1							1													*										
Yard	1																				*	2				4					
Mail Room	1																				*										
6th Floor Storage	6							1					1								*	10									
2th Floor Storage	2	1																			*										
Kitchen	1																				*	2									
Boiling Room	1	3																			*										
Office																					3										
Total		163	90	52	6	6	7	29	141	24	104	76	4	169	1	1	91	14	50	54	4	10	37	2	2	7	3	1	1		

Kitchen Appliance

Quantity	Description	Manufacturer
1	Stove	Viking Professional Stove
2	Large Refridgerator/Freezer Com	General Electric
8	Microwaive	General Electric
2	Dishwasher	Bosh
	2 Commercial tray rack	
10	Garbage Bins	
3	Brooms	
	Pots and Pans/ misc dishes	
1	Vacume Cleaner	
2	Mop	

EXHIBIT C TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

WARRANTY BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VIMA HARRISON 1 LLC, a California limited liability company, and LAKE BAY VIEW LLC, a California limited liability company (collectively, "Seller") does hereby sell, transfer and convey to the COUNTY OF ALAMEDA, a political subdivision of the State of California ("Buyer"), the following personal property which Seller warrants to be free and clear of all encumbrances, to wit:

The personal property itemized on Schedule 1 attached here to and incorporated herein by this reference.

Seller does hereby covenant with Buyer that the undersigned is the lawful owner of such personal property and that the undersigned has good right to sell the same as aforesaid and shall warrant and defend the title thereto unto Buyer, its successors and assigns, against their claims and demands of all persons whomsoever or entities whatsoever.

DATED as of this ____ day of _____, 2020

VIMA HARRISON 1 LLC,
a California limited liability company

LAKE BAY VIEW LLC,
a California limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT D TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

ASSIGNMENT AND GUARANTY OF SERVICE CONTRACTS

THIS ASSIGNMENT AND GUARANTY ("Assignment") is made and entered into as of this ____ day of _____, 2020, by VIMA HARRISON 1 LLC, a California limited liability company, and LAKE BAY VIEW LLC, a California limited liability company (collectively, "Assignor"), to the COUNTY OF ALAMEDA, a political subdivision of the State of California ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of its right, title, claim and interest in and under:

A. All of the service contracts listed in Schedule 1 attached hereto and incorporated herein by reference; and

B. Any intangible property now or hereafter owned by Assignor in connection with the real property described in Schedule 2 or any improvements or personal property located thereon, including without limitation the right to use any trade style or name now used in connection with the real property and any agreements, utility contracts or other rights relating to the ownership, use or operation of the real property.

ASSIGNOR AND ASSIGNEE FURTHER AGREE AND COVENANT AS FOLLOWS:

1. Assignor covenants that the service contracts described in Schedule 1 are in full force and effect and there exist no defaults thereunder, nor any acts or events which with the passage of time or the giving of notice could become defaults thereunder, on the part of either party thereto.

2. Assignor shall indemnify and hold Assignee harmless from any and all cost, liability, damage or expense, including without limitation reasonable attorneys' and expenses, originating prior to the date hereof and arising out of the service contracts described in Schedule 1.

3. Assignee shall indemnify and hold Assignor harmless from any and all cost, liability, damage or expense, including without limitation reasonable attorneys' fees and expenses, originating subsequent to the date hereof and arising out of the service contracts described in Schedule 1.

4. In the event of any litigation between Assignor and Assignee arising out of the obligations of Assignor under this Assignment, the losing party shall pay the prevailing party's costs and expenses of such litigation, including without limitation reasonable attorney's fees and expenses.

EXHIBIT E TO REAL PROPERTY PURCHASE AND SALE AGREEMENT
FORM OF GRANT DEED

RECORDING REQUESTED BY:

**MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:**
General Services Agency
Real Property Management
1401 Lakeside Drive, Suite 800
Oakland, CA 94612

Space Above This Line for Recorder's Use Only

A.P.N.:

NO RECORDING FEES - PURSUANT TO
GOVERNMENT CODE SECTION 27385

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$None - Pursuant to Revenue and Taxation Code Section 11922;

CITY TRANSFER TAX \$None - Pursuant to Revenue and Taxation Code Section 11922;

SURVEY MONUMENT FEES

[] computed on the consideration or full value of property conveyed, OR
[] computed on the consideration or full value less value of liens and other encumbrances remaining at time of sale,
[] unincorporated area; [] City of and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged.

hereby GRANTS to **The County of Alameda, a political subdivision of the State of California,**
the following described property in the City of **Oakland, County of Alameda, State of California:**

See Legal Description Attached as Exhibit "A"

Mail Tax Statements To **SAME AS ABOVE**

This is to certify that, pursuant to Sections 15853, 27281 and 70301 et seq of the California Government Code, the interest in real property conveyed by the grant deed dated _____ from

_____ to the County of Alameda, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the County of Alameda, as approved by the Board of Supervisors on _____.

Accepted
County of Alameda

Dated: _____

By: _____

Name: _____

Title: _____ +

EXHIBIT F TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

EBMUD COMPLIANCE CERTIFICATE FOR PRIVATE SEWER LATERAL NO. 19487

(Attached)



**Regional Private Sewer
Lateral Program**

Compliance Certificate for Private Sewer Lateral

Parcel Address: **2332 HARRISON ST, OAKLAND**
Parcel Number: **010 -0768-005-00**
Expiration Date: **07/24/2034**

Certificate Number: **19487**
Issue Date: **07/24/2014**
Type: **Compliance: replaced lateral**

Special Instructions:

Retain this PSL certificate for your records for any future parcel sale, re-model greater than \$ 100,000, or change of water meter size.

EXHIBIT G TO REAL PROPERTY PURCHASE AND SALE AGREEMENT

EBMUD COMPLIANCE CERTIFICATE FOR PRIVATE SEWER LATERAL NO. 16159

(Attached



**Regional Private Sewer
Lateral Program**

Compliance Certificate for Private Sewer Lateral

Parcel Address: **2336 HARRISON ST, OAKLAND**
Parcel Number: **010 -0768-002-05**
Expiration Date: **03/19/2034**

Certificate Number: **16159**
Issue Date: **03/19/2014**
Type: **Compliance: replaced lateral**

Special Instructions:

Retain this PSL certificate for your records for any future parcel sale, re-model greater than \$ 100,000, or change of water meter size.