

**PURCHASE AND SALE AGREEMENT**  
*252 5th Avenue, Redwood City, CA 94063*

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of \_\_\_\_\_, 2021 (the "Effective Date") by and between Judith Dell'Ara, an unmarried woman (the "Seller") and the County of San Mateo, a political subdivision of the State of California (the "Buyer" or the "County"). The Seller and the Buyer are referred to in this document individually as a "Party" and collectively as the "Parties".

**RECITALS**

- A. WHEREAS, in April 1992, a condominium complex located at 248-262 5th Avenue in unincorporated Redwood City (North Fair Oaks) was developed by Silverado Development Inc., (the "Developer"); and
- B. WHEREAS, pursuant to section 7902 of the San Mateo County Density Bonus Ordinance (Ordinance No. 02343) adopted on October 22, 1991 (the "Density Bonus Ordinance"), an additional unit located at 252 5th Avenue, Redwood City, California (the "Property") was developed as an affordable, qualifying low-income unit; and
- C. WHEREAS, in exchange for the right to develop the Property, the Developer also agreed to sell the Property to a low or very low-income household and to impose a deed restriction limiting the price upon resale ("Deed Restriction"); and
- D. WHEREAS, the Seller currently owns the Property and is now seeking to sell the Property pursuant to the terms and conditions of the Deed Restriction; and
- E. WHEREAS, pursuant to section 7905 of the Density Bonus Ordinance, the County has the option to purchase the Property; and
- F. WHEREAS, the sale price of the Property is calculated by a formula set forth in the Deed Restriction recorded on the Property (the "Affordable Price"); and
- G. WHEREAS, said formula establishes that the Affordable Price shall not exceed the original purchase price plus three (3) percent per year, compounded annually for each year the Seller has owned the Property, plus any capital improvements in excess of one (1) percent of the original purchase price minus any costs to bring the Property into conformity with County codes.

In consideration of the covenants contained in this Agreement, the Parties agree as follows:

1. AGREEMENT TO PURCHASE AND SELL:

1.1 PROPERTY INCLUDED IN SALE: The Seller agrees to sell and convey to the Buyer, and the Buyer agrees to purchase from the Seller, subject to the terms, covenants and conditions set forth herein, the following:

1.1.1 The real property and improvements located at 252 5th Avenue in the unincorporated area of San Mateo County, California, identified as San Mateo County Assessor's Parcel Number 113-170-030 and more particularly described in Exhibit A attached hereto (the "Land").

1.1.2 Any and all rights, privileges, and easements incidental or appurtenant to the real property ("Appurtenances"), as more particularly described in Exhibit A.

1.1.3 Collectively, the Land and the Appurtenances shall be referred to as the "Property."

1.2 PURCHASE PRICE: The total purchase price to be paid by the Buyer is Four Hundred Fifty-Three Thousand Seven Hundred Seventy-Seven Dollars and Zero Cents (\$453,777.00) (the "Affordable Price"), which amount is calculated by the formula set forth in the Deed Restriction recorded on the Property.

2. CONDITIONS TO CLOSING:

2.1 CONDITIONS: In addition to title and other such contingencies, the County has the right to approve the following contingencies:

2.1.1 Property Condition: approve physical and non-physical aspects of the Property that materially affect its value and marketability.

2.1.2 Condominium Association: review and approve the operating budget, assessments and covenants, conditions and restrictions affecting the homeownership's association.

2.1.3 Property Disclosure: approve any property disclosures required by law to be provided by the Seller.

If the County determines conditions or circumstances of any of the preceding contingencies are unacceptable, then the County shall have to right to cancel this Agreement.

- 2.2 CLOSING: Close of escrow (the "Closing") shall occur on or before \_\_\_\_\_, 2021. The date of recording of the Grant Deed shall be the "Closing Date". The Buyer shall deposit the purchase price into escrow at least one day prior to the Closing.
  - 2.3 DEED: The Seller, at least one day prior to the Closing close of escrow, shall execute and deliver the Grant Deed conveying good and marketable fee title to the Property free from any and all liens or encumbrances, except those shown as exceptions to title on the preliminary title report previously provided and accepted by the Buyer.
  - 2.4 ENTRY ON PROPERTY: The Buyer, its agents, employees, or designees, are granted the right to immediately enter on all or any portion of the Property for the purpose of any legal, financial, marketing, engineering, geological, ecological, environmental, soil, surveying, or other work as may be reasonably necessary or appropriate for the preparation of any studies, plans, surveys, reports, applications, and maps of the Property.
3. SELLER'S REPAIR/MAINTENANCE OBLIGATIONS AND RISK OF LOSS: The Seller's repair obligations pursuant to Section 3.1 shall be limited to deficiencies known or discovered before the Closing.
  - 3.1 Condition of Systems: Roof/skylights, windows shall be free of leaks; built-in appliances, plumbing, heating, air condition, electrical, solar, security/alarm, water, sprinkler, sewer/septic, and pool/spa systems, if any shall be operative; plumbing systems, shower pans/tubs, shower enclosure shall be free of leaks; chimneys, flues, fireplaces shall be operative and free of structural defects; any/all broken glass shall be replaced.
  - 3.2 Condition of the Remainder of Property: the remainder of the Property shall be maintained in no less than the same general condition as at time of Acceptance; personal property not included in the sale and any debris shall be removed and the Property delivered "broom clean" at the Closing.
  - 3.3 Risk of Loss: If the Property's land or improvements are materially damaged prior to the Closing, the County shall have the right to terminate this Agreement and recover any deposits. If the County elects to complete the purchase, the County shall be entitled to an assignment from the Seller of all insurance proceeds covering the loss.
4. EXECUTION OF DOCUMENTS: The Seller agrees to sign, execute, and deliver to the Buyer upon request of the Buyer any and all documents that may be reasonably necessary or appropriate in the judgment of the Buyer to acquire

approval by any municipal, county, state and federal authorities, bureaus, and agencies concerning the sale of the Property.

5. REPRESENTATIONS AND WARRANTIES:

5.1. BUYER'S REPRESENTATIONS AND WARRANTIES: The Buyer represents and warrants to the Seller that as of the date of this Agreement and as of the Closing Date:

- (a) The Buyer has the full power and authority to execute, deliver and perform its obligations under this Agreement.
- (b) This Agreement and all agreements, instruments and documents provided to be executed by the Buyer are and as of the Closing will be duly authorized, executed and delivered by and are and will be binding upon the Buyer.

5.2. SELLER'S REPRESENTATIONS AND WARRANTIES: The Seller represents and warrants to the Buyer that as of the date of this Agreement and as of the Closing Date:

- (a) The Seller has fee title to the Property and has the legal right, power, and authority to enter into this Agreement and perform all of its obligations under this Agreement.
- (b) This Agreement and all agreements, instruments and documents provided to be executed by the Seller are and as of the Closing will be duly authorized, executed and delivered by and are and will be binding upon the Seller.
- (c) To the best of the Seller's knowledge, there is no condemnation threatened or pending against the Property, or any part of the Property.
- (d) There is no financing secured by the Property, except as previously disclosed to the Buyer.
- (e) To the Seller's actual knowledge, the Seller has delivered or made available to the Buyer all material facts and information relating to the Property that are in the Seller's possession or control. To the Seller's actual knowledge, the Seller is not aware of any other material facts or information that have not been delivered or made available to the Buyer.

6. NOTICES: Any notice or other communication given by either Party to the other Party relating to this Agreement shall be sent by certified mail, return receipt requested, or by reputable delivery service, with a delivery receipt, addressed to the other Party at the respective addresses set forth below,

If to Seller: Judith Dell'Ara  
2232 Sourdough Rd.  
Bozeman, MT 59715

If to Buyer: Raymond Hodges, Director  
County of San Mateo  
Department of Housing  
264 Harbor Blvd., Bldg. A  
Belmont, CA 94002

Notice shall be deemed received by a Party on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable.

7. **BINDING EFFECT AND ASSIGNMENT:**

7.1 **BINDING EFFECT:** This Agreement shall be binding upon the Seller and the Buyer and shall inure to the benefit of heirs, successors, and assigns of the Parties.

7.2 **ASSIGNMENT:** Any assignment of this Agreement by the Buyer or the Buyer's assignee shall be subject to prior written approval of the Seller in its sole discretion.

8. **ATTORNEY'S FEES:** In the event it becomes necessary for either Party to file suit to enforce this Agreement or any provision contained in this Agreement, the Party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided in this Agreement, reasonable attorney's fees incurred in such suit.

9 **GOVERNING LAW:** This Agreement shall be construed in accordance with and be governed by the laws of the State of California. The venue for any legal action pertaining to this Agreement shall be San Mateo County, California.

10. SEVERABILITY: If any one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
11. ENTIRE AGREEMENT AND MODIFICATIONS: This Agreement, together with the exhibits attached hereto, represents the entire agreement between the parties with respect to the subject matter set forth herein and replaces and supersedes any and all prior or contemporaneous oral or written agreements. This Agreement may be modified only in a writing duly signed by the Seller and an authorized agent of the County.
12. COUNTERPARTS: This Agreement and any exhibits attached hereto requiring signatures may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.
13. OTHER TERMS:
  - 13.1 Time is of the essence. Extensions must be in writing and agreed on by both parties.
  - 13.2 The Property is sold in compliance with federal, state and local anti-discrimination laws.
  - 13.3 No real estate brokers are involved in this transaction

[The Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

SELLER:

Judith Dell'Ara, an unmarried woman

By: Judith Dell'Ara

BUYER:

County of San Mateo,  
a political subdivision of the State of California

By: David Canepa  
~~Warren Slocum~~, President  
Board of Supervisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

Legal Description of the Property

Real property in the unincorporated area of the County of San Mateo, State of California, described as follows:

PARCEL ONE:

Unit 3D, as shown on the condominium plan ("The Plan") attached as Exhibit A to and part of that certain declaration of covenants, conditions and restrictions of Redwood City Fair Oaks, a condominium project (the "Declaration"), recorded July 29, 1992, as series No. 92120142, official records of San Mateo County.

Excepting therefrom any portion of the common area lying within the unit.

PARCEL TWO:

An undivided 1/8th interest in common in and to Lot I of Tract No. 920, filed July 27, 1992, in map book 123 at pages 32 through 33, inclusive, county records, together with the appurtenances thereto.

Excepting therefrom units I through 8, inclusive, as shown on the plan.

PARCEL THREE:

- (A) The exclusive easement to use the parking space designated PS- on the plan.
- (B) The exclusive easement to use the storage area(s) designated S- on the plan.

PARCEL FOUR:

Non-exclusive easement appurtenant to parcel one herein above for ingress and egress across and for the use and enjoyment of the common area as set forth in article VI of the declaration.

PARCEL FIVE:

Encroachment easements appurtenant to the unit in accordance with the provisions of the declaration.

APN:113-170-030

JPN:217-063-000-03A



CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SAN MATEO: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated \_\_\_\_\_, 2021, from JUDITH DELL'ARA , an unmarried woman as her sole and separate property, as Grantor, to COUNTY OF SAN MATEO, a political subdivision of the State of California, as Grantee, is hereby accepted by order of the Board of Supervisors of the County of San Mateo on \_\_\_\_\_, 2021, pursuant to authority conferred by resolution of the Board of Supervisors of the County of San Mateo adopted on \_\_\_\_\_, 2021, and the County of San Mateo consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this \_\_\_\_\_ day of \_\_\_\_\_, 2021

COUNTY OF SAN MATEO

By: \_\_\_\_\_ Michael P. Callagy Clerk of the Board

**RECORDING REQUESTED BY:**

County of San Mateo  
Department of Housing

**WHEN RECORDED, MAIL TO:**

County of San Mateo, Department of Housing  
264 Harbor Blvd., Bldg. A  
Belmont, CA 94002  
Attn: N. Kim PONY # DOH 209

*Exempt from Recording Fees pursuant to  
Section 27383 of the Government Code  
(This Space for Recorder's Use Only)*

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**GRANT DEED**

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APN: 113-170-030

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Judith Dell'Ara, an unmarried woman

hereby GRANT(S) to

the real property in the City of **Redwood City**, County of **San Mateo**, State of California, described as

**FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE**

THIS DEED IS MADE AND ACCEPTED SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN THE AFFORDABILITY, RESTRICTIONS ON RESALE AND OPTION TO PURCHASE AGREEMENT RECORDED \_\_\_\_\_, AS DOCUMENT NO. \_\_\_\_\_, OF OFFICIAL RECORDS OF SAN MATEO COUNTY, INCORPORATED HEREIN BY REFERENCE AS IF HERE FULLY SET FORTH.

NOTICE: THIS PROPERTY IS A BELOW MARKET RATE UNIT PURSUANT TO COUNTY OF SAN MATEO COUNTY REGULATION ORDINANCE 02343 AND IS SUBJECT TO CERTAIN CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "AFFORDABILITY, RESTRICTIONS ON RESALE AND OPTION TO PURCHASE AGREEMENT", RECORDED CONCURRENTLY HERewith AND INCORPORATED HEREIN BY REFERENCE AS IF HERE FULLY SET FORTH.

Dated: 1/22/2021

Judith Dell'Ara

MONTANA NOTARIAL CERTIFICATE

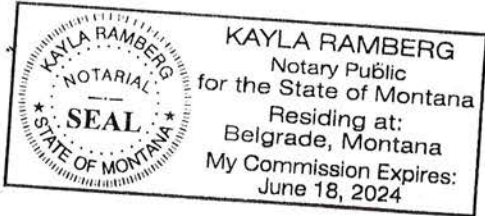
ACKNOWLEDGEMENT

State of Montana

County of Gallatin

The attached record, Grant/Deed, consisting of 1 pages was  
(Description of record)

acknowledged before me on 22 Jan 2021 by Judith Alice Pellara,  
(Date) (Name of signer(s))



Kayla Ramberg  
(Notary's Signature)

[Affix stamp above]

This certificate is to be attached to the record described above. Any evidence that it has been detached or removed may render the notarization invalid or unacceptable.

This Notarial Certificate is to be attached to, and associated with, only the following document:

Type of Document: Deed

Date of Document: 22 Jan 2021

If property is being sold or ownership is being transferred on the basis of this document, the description of the property is: (Include legal description, property address, or vehicle identification number, make and model, etc.):

APN 113-118-030