

AGREEMENT FOR SALE OF REAL ESTATE

by and between

CITY AND COUNTY OF SAN FRANCISCO,
a California municipal corporation,
acting by and through its Public Utilities Commission,
as Seller,

and

EAST BAY REGIONAL PARK DISTRICT,
a California special district,
as Buyer,

for the sale and purchase of

approximately 20 acres of unimproved real property commonly known as
Assessor's Parcel No. 096-0090-005-11,
located in an unincorporated area of Alameda County, California

_____, 2020

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AGREEMENT FOR SALE OF REAL ESTATE

unimproved real property located in
an unincorporated area of Alameda County, State of California

THIS AGREEMENT FOR SALE OF REAL ESTATE (this “**Agreement**”) dated for reference purposes only as of _____, 2020, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation (“**City**”), by and through its Public Utilities Commission (“**SFPUC**”), and the EAST BAY REGIONAL PARK DISTRICT, a California special district (“**Buyer**”). Seller and Buyer are sometimes collectively referred to in this Agreement as the “**Parties**” or singularly as a “**Party**.”

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. City, through the SFPUC, owns the real property located in an unincorporated area of Alameda County designated as Assessor’s Parcel No. 096-0090-005-11 and more particularly described in Section 1 [Sale and Purchase] below (“**City’s Real Property**”). City’s Real Property is unimproved except for a water well and fencing.

B. Buyer owns real property located adjacent to City’s Real Property as more particularly depicted in the Record of Survey shown on the attached Exhibit B (“**Buyer’s Adjoining Property**”). Buyer’s Adjoining Property is designated as parkland and Buyer has requested City to convey City’s Real Property to Buyer so that Buyer may integrate City’s Real Property into its neighboring parkland, which is sometimes leased to private parties for grazing purposes.

C. The SFPUC recommends the sale of City’s Real Property because it is not essential and surplus to the SFPUC’s utility needs. On _____, the SFPUC Commission adopted Resolution _____ declaring the City’s Real Property as “exempt surplus land” under the State Surplus Lands Act. Further, because the Parties are both public agencies, State Surplus Lands Act noticing requirements do not apply to the sale of City’s Real Property as contemplated by this Agreement.

D. Pursuant to a written appraisal dated as of March 25, 2020 conducted by John S. Mateo MAI of Mateo Advisors LLC, the fair market value of City’s Real Property was determined to be Five Hundred Thousand Dollars (\$500,000). City has determined that a competitive bidding process would be impractical and unnecessary because (1) City’s Real Property is landlocked, remote, and thus it is extremely unlikely to be capable of independent development; (2) the proposed conveyance of City’s Real Property to Buyer for use as parkland or grazing is in the public interest as a continuing use that, at no cost to City, benefits and complements City’s ownership and use of nearby watershed lands, and (3) based on Buyer’s ownership of Buyer’s Adjoining Property, Buyer appears to be the only potential purchaser of City’s Real Property and is willing to pay its full appraised value.

E. Buyer and City executed a Letter of Intent dated as of February 27, 2020 (“**LOI**”) to propose nonbinding terms for the sale of City’s Real Property. Pursuant to the terms of the LOI, Buyer deposited Nine Thousand Dollars (\$9,000.00) into escrow established with the Title Company (defined in Section 2(a) [Purchase Price] below) on March 16, 2020. Since then, Buyer deposited an additional One Thousand Dollars (\$1,000.00) into such escrow, so that the Title Company currently holds Ten Thousand Dollars (\$10,000.00) in such escrow.

F. Buyer desires to purchase City’s Real Property and City is willing to sell City’s Real Property, subject to approval by City’s Board of Supervisors and Mayor and the Buyer’s Board of Directors, on the terms and conditions set forth below.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Buyer hereby agree as follows:

1. SALE AND PURCHASE

Subject to the terms, covenants, and conditions set forth in this Agreement, City shall sell to Buyer, and Buyer shall purchase from City, City's interest in City's Real Property, which is located in an unincorporated area of Alameda County, State of California, and more particularly described in the attached **Exhibit A**, and generally shown on the map attached as **Exhibit A-1**.

2. PURCHASE PRICE

The purchase price for City's Real Property is Five Hundred Thousand Dollars (\$500,000) ("**Purchase Price**"). Buyer shall pay the Purchase Price as follows:

(a) Prior to the Effective Date (defined in Section 10.19 [Effective Date] below), Buyer deposited into an escrow held by Chicago Title Company, One Embarcadero Center, Suite 250, San Francisco, California 94111, Attention: MaryPat Noeker ("**Title Company**"), the sum of Ten Thousand Dollars (\$10,000) as an earnest money deposit ("**Initial Deposit**").

(b) Within five (5) business days following the date Buyer waives and removes all of Buyer's Conditions Precedent (defined in Section 5.1 [Buyer's Conditions Precedent] below), Buyer will increase the Initial Deposit to Fifty Thousand Dollars (\$50,000) by depositing into escrow an additional Forty Thousand Dollars (\$40,000) ("**Second Deposit**," and together with the Initial Deposit, the "**Deposit**") in valid United States currency. If requested by the Parties, the Deposit will be held in an interest-bearing account, and all interest that accrues on the Deposit will be deemed a part of the Deposit. On the date Buyer's Conditions Precedent are approved or waived ("**Contingency Waiver Date**"), the Deposit will be nonrefundable unless the transaction contemplated under this Agreement is not consummated due to a material default by City, a failure of City's Conditions Precedent (defined in Section 5.4 [Failure of City's Conditions Precedent] below), or a failure of any closing condition despite neither Party being in default. At the Closing (defined below), the Deposit shall be paid to City and credited against the Purchase Price.

(c) Buyer shall pay the balance of the Purchase Price, which is Four Hundred Fifty Thousand Dollars (\$450,000), to City at the consummation of the purchase and sale contemplated by this Agreement ("**Closing**").

All sums payable under this Agreement including the Deposit, shall be paid in immediately available funds of lawful money of the United States of America.

3. TITLE

3.1 Conditions of Title

At the Closing, City will quitclaim its entire right, title, and interest in and to City's Real Property to Buyer by quitclaim deed in the form attached as **Exhibit C** ("**Deed**"). Title to City's Real Property shall be subject to (a) liens of local real estate taxes and assessments, (b) all existing exceptions and encumbrances, whether or not disclosed by a current preliminary title report or the public records or any other documents reviewed by Buyer pursuant to Section 5.1 [Buyer's Conditions Precedent] below, and any other exceptions to title that would be disclosed by an accurate and thorough investigation, survey, or inspection of City's Real Property, and (c) all items of which Buyer has actual or constructive notice or knowledge.

3.2 Buyer's Responsibility for Title Insurance

Buyer understands and agrees that the right, title, and interest in City's Real Property shall not exceed that vested in City, and City is under no obligation to furnish any policy of title insurance in connection with this transaction. Buyer recognizes that any fences or other physical monument of City's Real Property's boundary lines may not correspond to the legal description of City's Real Property. City shall not be responsible for any discrepancies in the parcel area or location of the property lines or any other matters that an accurate survey or inspection might reveal. It is Buyer's sole responsibility to obtain a survey from an independent surveyor and a policy of title insurance from a title company, if desired.

4. "AS-IS" PURCHASE; RELEASE OF CITY

4.1 Buyer's Independent Investigation

Buyer acknowledges that City has only recently purchased City's Real Property and, except for the information provided to City prior to such purchase as identified on the attached **Exhibit E**, City has no knowledge regarding City's Real Property based on City's ownership or use of City's Real Property or any inspection of City's Real Property conducted by or on behalf of City. Buyer represents and warrants to City that Buyer has performed a diligent and thorough inspection and investigation of each and every aspect of City's Real Property, either independently or through agents of Buyer's choosing, including the following matters (collectively, the "**Property Conditions**").

(a) All matters relating to title including the existence, quality, nature, and adequacy of City's interest in City's Real Property and the existence of physically open and legally sufficient access to City's Real Property.

(b) The zoning and other legal status of City's Real Property, including the compliance of City's Real Property or its operation with any applicable codes, laws, regulations, statutes, ordinances and private or public covenants, conditions, and restrictions, and all governmental and other legal requirements such as taxes, assessments, use permit requirements, and building and fire codes.

(c) The quality, nature, adequacy, and physical condition of City's Real Property, including the structural elements, foundation, roof, interior, landscaping, parking facilities, and the electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities, and appliance, and all other physical and functional aspects of City's Real Property.

(d) The quality, nature, adequacy, and physical, geological and environmental condition of City's Real Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under, or about City's Real Property or any other real property in the vicinity of City's Real Property. As used in this Agreement, "**Hazardous Material**" shall mean any material that, because of its quantity, concentration, or physical or chemical characteristics, is now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

(e) The suitability of City's Real Property for Buyer's intended uses. Buyer represents and warrants that its intended primary use of City's Real Property is parkland and/or grazing purposes.

(f) The economics and development potential, if any, of City's Real Property.

(g) All other matters of material significance affecting City's Real Property.

4.2 Property Disclosures

Buyer acknowledges that City has disclosed the matters relating to City's Real Property referred to in the attached **Exhibit E**. Nothing contained in such **Exhibit E** shall limit any of the provisions of this Article or relieve Buyer of its obligations to conduct a diligent inquiry under this Agreement, nor shall any such matters limit any of the provisions of Section 4.4 ["As-Is" Purchase] or Section 4.5 [Release of City].

4.3 Entry and Indemnity

In connection with any entry by Buyer or its Agents (defined in Section 10.8 [Parties and Their Agents] below) onto City's Real Property, Buyer shall execute and deliver to City an access permit in the form attached as **Exhibit D** ("Access Permit") and shall conduct such entry and any associated inspections so as to minimize, to the extent possible, interference with uses being made of City's Real Property and otherwise in a manner and on terms and conditions acceptable to City. All entries by Buyer or its Agents onto City's Real Property to perform any testing or other investigations that could affect the physical condition of City's Real Property (including soil borings) or its uses will be made only pursuant to the terms and conditions of the Access Permit. Without limiting the foregoing, Buyer shall give City written notice prior to any entry by or on behalf of Buyer onto City's Real Property to perform any on-site testing, which notice shall state the identity of the company or persons who will perform such testing, the precise time and location of the testing, and the proposed scope of the testing. City shall have the right to approve, disapprove, or condition and limit the proposed testing, at City's sole discretion, within ten (10) business days after receipt of such notice. If Buyer or any of its Agents take any sample from City's Real Property in connection with any approved testing, Buyer shall provide to City a portion of such sample being tested to allow City, if it so chooses, to perform its own testing. City or its representative may be present to observe any testing or other inspection performed on City's Real Property. Buyer shall promptly deliver to City copies of any reports relating to any testing or other inspection of City's Real Property performed by Buyer or any of its Agents but shall not deliver copies of any such reports to any other person or entity without Buyer's prior written approval. Buyer shall keep all test results and information strictly confidential, and shall indemnify, reimburse, defend, and hold City harmless from and against any loss, cost, expense, or damage resulting from Buyer's failure to keep any information obtained from an inspection or testing of City's Real Property strictly confidential; provided, however, Buyer shall not be liable if and to the extent Buyer is required to disclose such information pursuant to a court order or any other law, statute, ordinance, rule, regulation, policy, order, edict, and the like (collectively, "**Laws**") of any governmental or other regulatory entity with jurisdiction over Buyer or City's Real Property. Buyer shall comply with all Laws in connection with any entry onto or testing of City's Real Property.

Buyer shall maintain, and shall require that its Agents maintain, public liability and property damage insurance in amounts and in form and substance adequate to insure against all liability of Buyer and its Agents, arising out of any entry or inspection of City's Real Property in connection with the transaction contemplated by this Agreement, and Buyer shall provide City with evidence of such insurance coverage upon City's request.

To the fullest extent permitted under law, Buyer shall indemnify, defend, and hold harmless City, its Agents, and each of them, from and against any liabilities, costs, damages, losses, liens, claims and expenses (including reasonable fees of attorneys, experts and consultants and related costs) arising out of or relating to any entry on, under, or about City's Real Property by Buyer or its Agents in performing the inspections, testing, or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during its term, including any injuries or deaths to any persons (including Buyer's Agents) and damage to any property, from any cause whatsoever. The foregoing indemnity shall survive beyond the Closing, or, if the sale is not consummated, beyond the termination of this Agreement.

4.4 “As-Is” Purchase

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND BUYER IS PURCHASING CITY’S INTEREST IN THE PROPERTY ON AN “AS-IS WITH ALL FAULTS” BASIS. BUYER IS RELYING SOLELY ON ITS INDEPENDENT INVESTIGATION AND NOT ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE PROPERTY, ITS SUITABILITY FOR BUYER’S INTENDED USES, OR ANY OF THE PROPERTY CONDITIONS. CITY DOES NOT GUARANTEE THE LEGAL, PHYSICAL, GEOLOGICAL, ENVIRONMENTAL, OR OTHER CONDITIONS OF THE PROPERTY, NOR DOES IT ASSUME ANY RESPONSIBILITY FOR THE COMPLIANCE OF THE PROPERTY OR ITS USE WITH ANY STATUTE, ORDINANCE, OR REGULATION. IT IS BUYER’S SOLE RESPONSIBILITY TO DETERMINE ALL BUILDING, PLANNING, ZONING, AND OTHER REGULATIONS RELATING TO THE PROPERTY AND THE USES TO WHICH IT MAY BE PUT.

4.5 Release of City

As part of its agreement to purchase City’s Real Property in its “As-Is With All Faults” condition, Buyer, on behalf of itself and its successors and assigns, waives any right to recover from, and forever releases and discharges, City and each of its Agents, and their respective heirs, successors, legal representatives, and assigns, from any and all demands, claims, legal, or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (a) Buyer’s and its Agents and customer’s past, present and future use of City’s Real Property, (b) the physical, geological, or environmental condition of City’s Real Property, including any Hazardous Material in, on, under, above, or about City’s Real Property, and (c) any federal, state, local, or administrative Law applicable to City’s Real Property, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”, also commonly known as the “**Superfund**” law), as amended by Superfund Amendments and Reauthorization Act of 1986 (“**SARA**”) (42 U.S.C. Sections 9601-9657), the Resource Conservation and Recovery Act of 1976, as amended by the Solid Waste and Disposal Act of 1984 (collectively, “**RCRA**”) (42 U.S.C. Sections 6901-6987), the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 (collectively the “**Clean Water Act**”) (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act (“**TSCA**”) (15 U.S.C. Sections 2601-2629), Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Carpenter-Presley-Tanner Hazardous Substance Account Law (commonly known as the “**California Superfund**” law) (California Health and Safety Code Sections 25300-25395), Hazardous Waste Control Act (California Health and Safety Code Section 25100 et seq.), Hazardous Materials Release Response Plans and Inventory Law (commonly known as the “**Business Plan Law**”) (California Health and Safety Code Section 25500 et seq.), Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.), and the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as “**Proposition 65**”) (California Health and Safety Code Section 25249.5 et seq.).

In connection with the foregoing release, Buyer expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

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

BY PLACING ITS INITIALS BELOW, BUYER SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT BUYER WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

INITIALS: BUYER: _____

5. CONDITIONS PRECEDENT

5.1 Buyer's Conditions Precedent

Buyer's obligation to purchase City's Real Property is conditioned upon the following:

(a) Buyer's review and approval of an updated preliminary title report, together with copies of the underlying documents, and the Record of Survey filed June 25, 2019, in Record of Survey Map Book 45, Pages 82-87, inclusive, in the Official Records of Alameda County attached as **Exhibit B**.

(b) Buyer's review and approval of the physical condition of City's Real Property.

(c) Buyer's review and approval of all zoning, land use, building, environmental, and other statutes, rules, or regulations applicable to City's Real Property.

(d) Buyer's review and approval of soils reports and other documents of significance to City's Real Property in City's possession. City shall make available to Buyer at City's Real Estate Division's offices, without representation or warranty of any kind whatsoever, all non-privileged items in its files relating to City's Real Property for Buyer's review and inspection, at Buyer's sole cost, during normal business hours. Notwithstanding the foregoing, Buyer's review shall not include a review of any of City's internal memoranda or reports, any privileged or confidential information, or City's appraisals of City's Real Property, if any.

(e) Buyer's receipt of approval of this purchase and sale transaction by its Board of Directors on or before August 31, 2020.

5.2 Contingency Period

Buyer shall have until 5:00 p.m. San Francisco Time on the date that is ten (10) business days after the Effective Date to review and approve or waive Buyer's Conditions Precedent (such period being referred to in this Agreement as the "**Contingency Period**"). If Buyer elects to proceed with the purchase of City's Real Property, then Buyer shall, before the expiration of the Contingency Period, notify City in writing that Buyer has approved all such matters. If before the end of the Contingency Period Buyer fails to give City such written notice and fails to object to any of Buyer's Conditions Precedent, then Buyer shall be deemed to have waived Buyer's Conditions Precedent. Notwithstanding the foregoing, if Buyer objects to any of the matters contained in Section 5.1 [Buyer's Conditions Precedent] within the Contingency Period, then City may, but shall have no obligation to, remove or remedy any objectionable matter. If City agrees to remove or remedy the objectionable matter, it shall notify Buyer within ten (10) days following Buyer's notice of objection, and the Closing Date shall be delayed for so long as City diligently pursues such removal or remedy. If and when City elects not to remove or remedy the objectionable matter, which City may do at any time including following an initial election to pursue remedial or corrective actions, this Agreement shall automatically terminate, the Deposit shall be returned to Buyer, and neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

5.3 City's Condition Precedent

The following are conditions precedent to City's obligation to sell City's Real Property to Buyer ("**City's Conditions Precedent**"):

(a) Buyer has performed all of its obligations pursuant to or in connection with this Agreement and all of Buyer's representations and warranties shall be true and correct.

(b) A resolution approving and authorizing the transactions contemplated by this Agreement and finding that the public interest or necessity demands, or will not be inconvenienced by, the sale of City's Real Property, shall have been adopted by City's Board of Supervisors and Mayor, at their respective sole and absolute discretion, and duly enacted on or before February 28, 2021.

(c) Title Company shall have agreed to be the real estate reporting person for the Closing in compliance with the Reporting Requirements (as defined in Section 6.5 [Title Company as Real Estate Reporting Person] below).

5.4 Failure of City's Conditions Precedent

Each of City's Conditions Precedent are intended solely for the benefit of City. If any of City's Conditions Precedent are not satisfied as provided above, at its option, City may terminate this Agreement. Upon any such termination, neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer] or as otherwise expressly provided in this Agreement.

6. ESCROW AND CLOSING

6.1 Escrow

Within five (5) days after the Effective Date, Buyer and City shall deposit an executed counterpart of this Agreement with the Title Company, and this instrument shall serve as the instructions to the Title Company as the escrow holder for consummation of the purchase and sale contemplated by this Agreement. City and Buyer shall execute such supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.2 Closing Date

The Closing will be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Title Company on a date that is not more than forty-five (45) days after the Effective Date, before 1:00 p.m. San Francisco time ("**Closing Date**").

6.3 Deposit of Documents

(a) At or before the Closing, City shall deposit into escrow the following items:

(i) the duly executed and acknowledged Deed conveying City's Real Property to Buyer subject to the Conditions of Title; and

(ii) such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of City's Real Property in accordance with the terms of this Agreement.

(b) At or before the Closing, Buyer shall deposit into escrow the following items:

(i) the funds necessary to close this transaction; and

(ii) such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of City's Real Property in accordance with the terms of this Agreement.

6.4 Taxes

Any real property taxes and assessments will be prorated as of 12:01 a.m. on the date the Deed is recorded, on the basis of a three hundred sixty-five (365)-day year. If any of the real property taxes and assessment proration cannot be calculated accurately on the Closing Date, then they will be calculated as soon as reasonably practicable after the Closing Date and either Party owing the other Party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other Party.

6.5 Title Company as Real Estate Reporting Person

Section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder (collectively, the "**Reporting Requirements**") require that certain information be made to the United States Internal Revenue Service, and a statement to be furnished to City, in connection with the Closing. Buyer and City agree that if the Closing occurs, Title Company will be the party responsible for closing the transaction contemplated in this Agreement and is by this Agreement designated as the real estate reporting person (defined in the Reporting Requirements) for such transaction. Title Company shall perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Buyer and City shall each timely furnish Title Company with any information reasonably requested by Title Company and necessary for the performance of its duties under the Reporting Requirements with respect to the Closing.

7. RISK OF LOSS

7.1 Loss

Prior to Closing, City shall give Buyer notice of the occurrence prior to Closing of (a) material damage to City's Real Property or (b) the commencement of condemnation proceedings affecting any portion of City's Real Property. In the event that all or any portion of City's Real Property is condemned or is materially damaged by fire or other casualty prior to the Closing, then, at Buyer's option to be exercised within ten (10) days of City's notice of the occurrence of the damage or the commencement of condemnation proceedings, Buyer may either terminate this Agreement or consummate the purchase for the full Purchase Price as required by the terms of this Agreement. If Buyer elects to terminate this Agreement or fails to give City notice within such ten (10)-day period that Buyer will proceed with the purchase, then this Agreement shall terminate at the end of such ten (10)-day period, the Title Company shall return the Deposit to Buyer, and neither Party shall have any further rights or obligations under this Agreement except as provided in Section 4.3 [Entry and Indemnity], Section 8.2 [Brokers], or Section 10.4 [Authority of Buyer] or otherwise expressly provided in this Agreement. If Buyer elects to proceed with the purchase of City's Real Property, then upon the Closing, Buyer shall receive a credit against the Purchase Price payable under this Agreement equal to the amount of

any insurance proceeds or condemnation awards actually collected by City as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible, less any sums expended by City toward the restoration or repair of City's Real Property. If the proceeds or awards have not been collected as of the Closing, then City shall assign such proceeds or awards to Buyer, except to the extent needed to reimburse City for sums expended to collect such proceeds or repair or restore City's Real Property, and Buyer shall not receive any credit against the Purchase Price with respect to such proceeds or awards.

7.2 Self-Insurance

Notwithstanding anything to the contrary above, Buyer acknowledges that City self-insures and shall not be obligated to purchase any third-party commercial liability insurance or property insurance in connection with City's Real Property or any of City's obligations pursuant to this Agreement.

8. EXPENSES

8.1 Expenses

Buyer shall pay any transfer taxes applicable to the sale, personal property taxes, escrow fees, and recording charges and any other costs and charges of the escrow for the sale.

8.2 Brokers

The Parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction and that there are no claims or rights for brokerage commissions or finder's fees in connection with the transactions contemplated by this Agreement. If any person brings a claim for a commission or finder's fee based on any contact, dealings, or communication with Buyer or City, then the party through whom such person makes a claim shall defend the other party from such claim, and shall indemnify the indemnified party from, and hold the indemnified party against, any and all costs, damages, claims, liabilities, or expenses (including reasonable attorneys' fees and disbursements) that the indemnified party incurs in defending against the claim. The provisions of this Section shall survive the Closing, or, if the purchase and sale is not consummated for any reason, any termination of this Agreement.

9. LIQUIDATED DAMAGES

IF THE SALE OF CITY'S REAL PROPERTY IS NOT CONSUMMATED BECAUSE OF THE FAILURE OF ANY CONDITION PRECEDENT OR CITY'S DEFAULT UNDER THIS AGREEMENT AND BUYER IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL RETURN THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON TO BUYER. IF THE SALE IS NOT CONSUMMATED BECAUSE OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT AND CITY IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY SHALL DELIVER THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON TO CITY, AND CITY SHALL BE ENTITLED TO RETAIN SUCH SUM AS LIQUIDATED DAMAGES. THE PARTIES HAVE AGREED THAT CITY'S ACTUAL DAMAGES, IN THE EVENT OF A FAILURE TO CONSUMMATE THIS SALE AS SPECIFIED IN THE PRECEDING SENTENCE, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON IS A REASONABLE ESTIMATE OF THE DAMAGES THAT CITY WOULD INCUR IN SUCH AN EVENT. BY PLACING THEIR RESPECTIVE INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE

ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: CITY: _____ BUYER: _____

10. GENERAL PROVISIONS

10.1 Notices

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be given by (a) hand delivery, against receipt, (b) reliable next-business-day courier service that provides confirmation of delivery, or (c) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior, written notice in the manner provider above):

CITY:

San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: Sale of 20-Acre former Wool
Ranch Parcel
Tel: (415) 487-5210
Email: RES@sfwater.org

BUYER:

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, California 94605
Attn: Rachel Lem, Senior Land Acquisition
Specialist
Re: Sale of 20-Acre former Wool
Ranch Parcel
Tel: (510) 544-2605
Email: Rlem@ebparks.org

with a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate Transactions Team
Re: Sale of 20-Acre former Wool
Ranch Parcel
Tel: (415) 554-6760
Email: richard.handel@sfcityatty.org

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one party to the other shall be for convenience of communication only; neither party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or facsimile copy of the notice.

10.2 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors, heirs, legal representatives, administrators and assigns. Buyer's rights and obligations under this Agreement shall not be assignable without the prior

written consent of City; provided, however, even if City approves any such proposed assignment, in no event shall Buyer be released of any of its obligations under this Agreement.

10.3 Amendments

This Agreement may be amended or modified only by a written instrument signed by the Buyer and City.

10.4 Authority of Buyer

Buyer represents and warrants to City that Buyer is a California special district duly organized, validly existing, and in good standing under the laws of the State of California. Buyer further represents and warrants to City that this Agreement and all documents executed by Buyer, which are to be delivered to City at Closing: **(a)** are or at the time of Closing will be duly authorized, executed and delivered by Buyer; **(b)** are or at the time of Closing will be legal, valid, and binding obligations of Buyer; and **(c)** do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. Notwithstanding anything to the contrary in this Agreement, the foregoing representations and warranties and any and all other representations and warranties of Buyer contained in this Agreement or in other agreements or documents executed by Buyer in connection herewith, shall survive the Closing Date.

10.5 Buyer's Representations and Warranties

Buyer makes the following representations as of the date of this Agreement and at all times throughout this Agreement:

(a) Buyer is a California special district duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed. Buyer has duly authorized by all necessary action the execution, delivery, and performance of this Agreement. Buyer has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with the terms hereof.

(b) Buyer represents and warrants to City that it has not been suspended, disciplined, or disbarred by, or prohibited from contracting with, any federal, state, or local governmental agency. In the event Buyer has been so suspended, disbarred, disciplined, or prohibited from contracting with any governmental agency, it shall immediately notify City of same and the reasons therefore together with any relevant facts or information requested by City. Any such suspension, debarment, discipline, or prohibition may result in the termination or suspension of this Agreement.

(c) No document or instrument furnished or to be furnished by the Buyer to City in connection with this Agreement contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

10.6 Governing Law

This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California and City's Charter and Administrative Code.

10.7 Merger of Prior Agreements

This Agreement, together with the attached exhibits, contain any and all representations, warranties, and covenants made by Buyer and City and constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements are replaced in total by this Agreement together with the attached exhibits.

10.8 Parties and Their Agents

The term “**Buyer**” as used in this Agreement shall include the plural as well as the singular. If Buyer consists of more than one (1) individual or entity, then the obligations under this Agreement imposed on Buyer shall be joint and several. As used in this Agreement, the term “**Agents**” when used with respect to either Party shall include the agents, employees, officers, contractors, and representatives of such Party.

10.9 Interpretation of Agreement

The article, section, and other headings of this Agreement and the table of contents are for convenience of reference only and shall not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa, and each gender reference shall be deemed to include the other and the neuter. This Agreement has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement. Use of the word “including” or similar words will not be construed to limit any general term, statement, or other matter in this Agreement, whether or not language of non-limitation, such as “without limitation” or similar words, are used.

10.10 Attorneys’ Fees

If either Party to this Agreement fails to perform any of its respective obligations under this Agreement or if any dispute arises between the Parties concerning the meaning or interpretation of any provision of this Agreement, then the defaulting Party or the Party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other Party on account of such default or in enforcing or establishing its rights under this Agreement, including court costs and reasonable attorneys’ fees and disbursements. For purposes of this Agreement, the reasonable fees of attorneys of the Office of the City Attorney of the City and County of San Francisco shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney’s services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney’s Office.

10.11 Time of Essence

Time is of the essence with respect to the performance of the Parties’ respective obligations contained in this Agreement.

10.12 No Merger

The obligations contained in this Agreement shall not merge with the transfer of title to City's Real Property but shall remain in effect until fulfilled.

10.13 Non-Liability of City Officials, Employees, and Agents

Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee, or agent of City shall be personally liable to Buyer or its successors and assigns in the event of any default or breach by City or for any amount that may become due to Buyer or its successors and assigns or for any obligation of City under this Agreement.

10.14 Conflicts of Interest

Through its execution of this Agreement, Buyer acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that constitute a violation of said provisions and agrees that if it becomes aware of any such fact during the term of this Agreement, Buyer shall immediately notify City.

10.15 Notification of Limitations on Contributions

Through its execution of this Agreement, Buyer acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to **(a)** City elective officer, **(b)** a candidate for the office held by such individual, or **(c)** a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Buyer acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Buyer further acknowledges that the prohibition on contributions applies to each Buyer; each member of Buyer's board of directors, and Buyer's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in Buyer; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Buyer. Additionally, Buyer acknowledges that Buyer must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Buyer further agrees to provide to City the names of each person, entity, or committee described above.

10.16 Sunshine Ordinance

Buyer understands and agrees that under City's Sunshine Ordinance (San Francisco Administrative Code, Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.), this Agreement and any and all records, information, and materials submitted to City under this Agreement are public records subject to public disclosure. Buyer by this Agreement acknowledges that City may disclose any records, information, and materials submitted to City in connection with this Agreement.

10.17 Tropical Hardwood and Virgin Redwood Ban

The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

10.18 No Recording

Neither this Agreement nor any memorandum or short form of this Agreement may be recorded by Buyer.

10.19 Effective Date

As used in this Agreement, the term “**Effective Date**” shall mean the date on which both Parties shall have executed this Agreement provided the Agreement and the transactions contemplated by the Agreement shall have been authorized **(a)** in a manner required by law governing Buyer, **(b)** by a duly adopted resolution of City’s Public Utilities Commission, and **(c)** if required by City’s Charter, a duly adopted resolution of City’s Board of Supervisors and Mayor.

10.20 Severability

If any provision of this Agreement or its application to any person, entity, or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

10.21 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

10.22 Cooperative Drafting

This Agreement has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY OR BUYER HAS AUTHORITY TO COMMIT CITY OR BUYER TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY’S BOARD OF SUPERVISORS AND BUYER’S BOARD OF DIRECTORS SHALL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY OR BUYER UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT SHALL BE NULL AND VOID IF CITY’S BOARD OF SUPERVISORS AND MAYOR OR BUYER’S BOARD OF DIRECTORS DO NOT APPROVE THIS AGREEMENT AT THEIR RESPECTIVE

SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY OR BUYER SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY OR BUYER.

[SIGNATURES ON FOLLOWING PAGE]

The parties have duly executed this Agreement as of the respective dates written below.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

BUYER:

EAST BAY REGIONAL PARKS DISTRICT,
a California special district

By: _____
HARLAN L. KELLY, JR.
General Manager
San Francisco Public Utilities
Commission

By: _____
ROBERT E. DOYLE
General Manager

Date: _____, 2020

Date: _____, 2020

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Jason Rosenberg,
Assistant District Counsel

By: _____
Richard Handel
Deputy City Attorney

EXHIBIT A

CITY'S REAL PROPERTY DESCRIPTION

All that certain real property located in the County of Alameda, State of California, described as follows:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; AND LOTS 1, 2, 3 AND 4, SECTION 16, TOWNSHIP 5 SOUTH, RANGE 1 EAST, M.D.B. AND M.

EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED IN THE DEED TO EAST BAY REGIONAL PARK DISTRICT, A CALIFORNIA SPECIAL DISTRICT, RECORDED DECEMBER 4, 1989, SERIES NO. 89-326664, ALAMEDA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED IN THE DEED TO COMMUNICATIONS AND CONTROL, INC., A CALIFORNIA CORPORATION, RECORDED APRIL 19, 1990, SERIES NO. 90-106180, ALAMEDA COUNTY RECORDS.

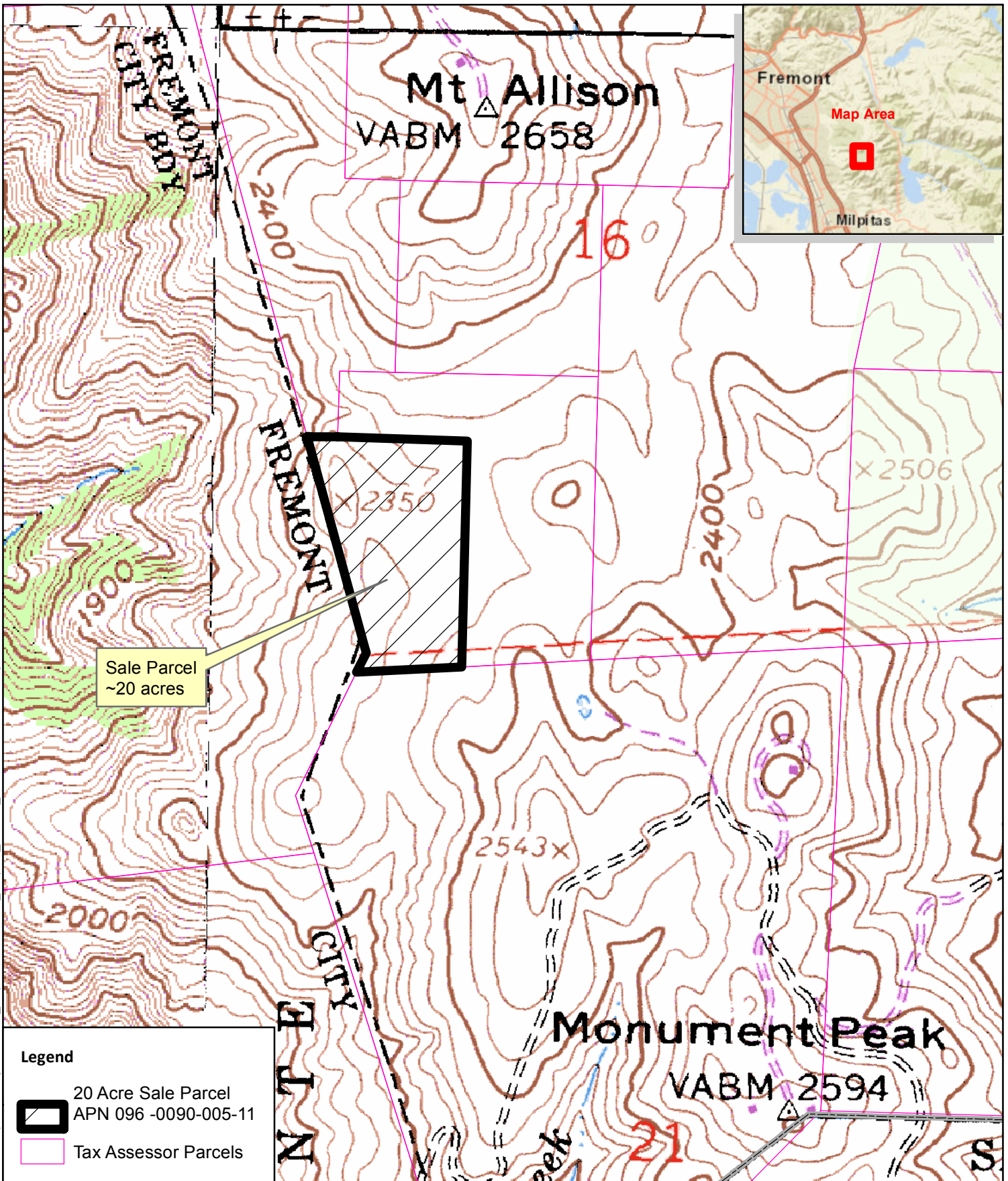
ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED IN THE DEED TO EAST BAY REGIONAL PARK DISTRICT, RECORDED JUNE 26, 1992, SERIES NO. 92-209707, ALAMEDA COUNTY RECORDS.

APN: 096-0090-005-11

EXHIBIT A-1



DEPICTION OF CITY'S REAL PROPERTY

E:\Jeremy\Ala\Projects\Land_acquisition\Awool_surplus_20acre_sale.mxd 8/6/2020 jukins



Sale Parcel
~20 acres

Legend

-  20 Acre Sale Parcel
APN 096 -0090-005-11
-  Tax Assessor Parcels



Services of the San Francisco Public Utilities Commission
Natural Resources and Lands Management Division

Author: JGL Date: 8-6-20

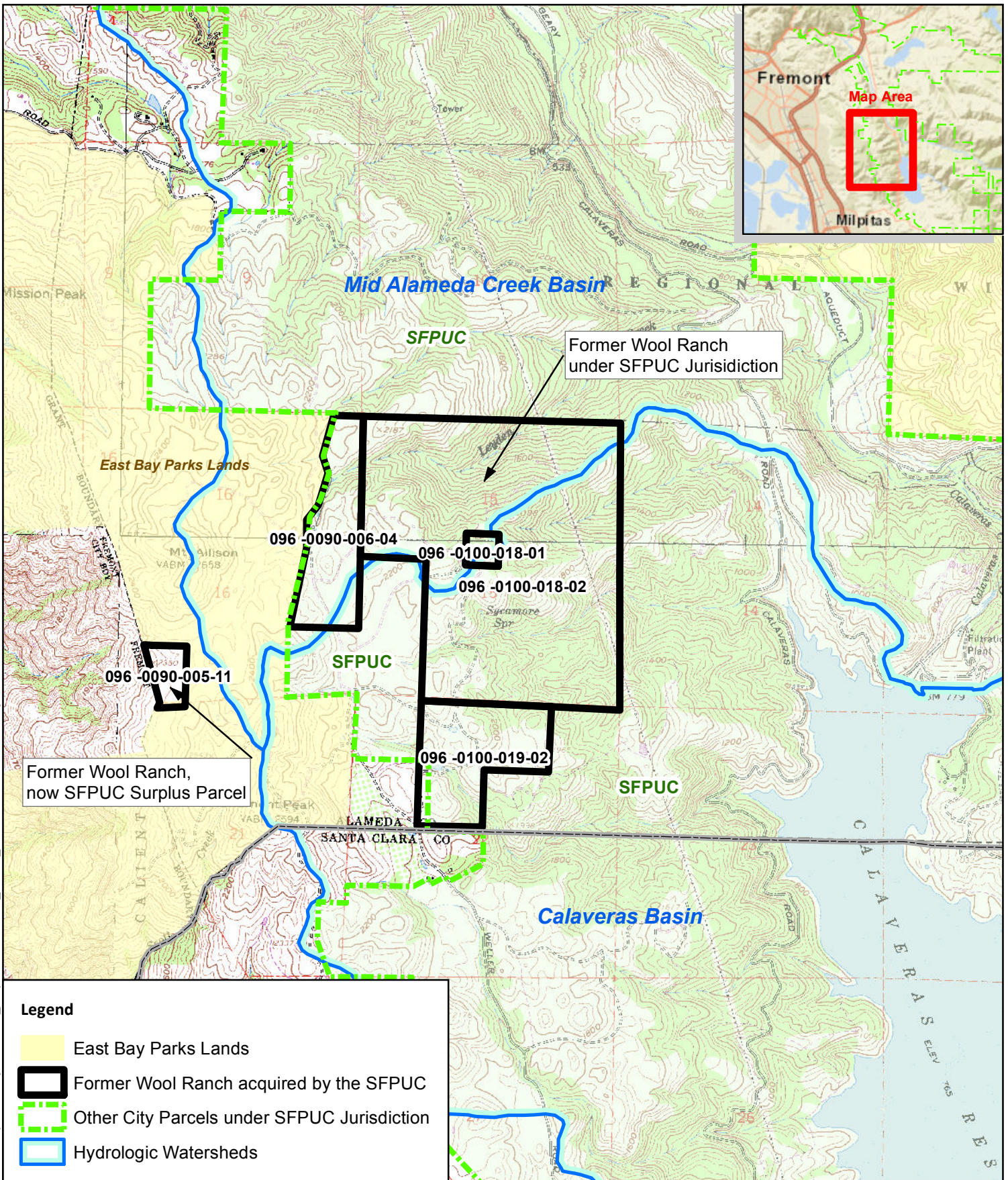


Alameda County

Exhibit A

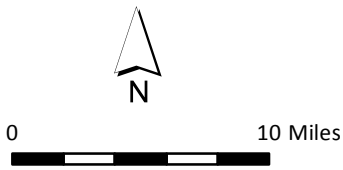
**Depiction of City's
Real Property**

E:\Jeremy\Ala\Projects\Land_Acquisition\Wool_Ranch_sale.mxd 11/12/2020 jenkins



Legend

- East Bay Parks Lands
- Former Wool Ranch acquired by the SFPUC
- Other City Parcels under SFPUC Jurisdiction
- Hydrologic Watersheds



Alameda Watershed
**Wool Ranch
 For Sale**

EXHIBIT B
RECORD OF SURVEY

[see attached]

CONTROL NOTES

COORDINATES, BEARINGS, AND DISTANCES SHOWN ON THIS MAP ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM OF 1983, 2011 EPOCH [CCS83 (2011)], ZONE 3 AND BASED ON REFERENCE STATIONS LISTED BELOW:

SITE	NORTHING	EASTING	ELEVATION	NAME
MSHP	2028176.28'	6148650.57'	672.80'	COYOTHILLSCN2004
P222	2022694.97'	6102643.12'	283.98'	MISSION HILLS
P227	2019106.78'	6187747.14'	2427.03'	SUNOLWILDRCN2006
MONB	2002077.60'	6165090.94'	2569.40'	MONUMENT PEAK
MILP	1988729.92'	6174414.23'	1210.62'	MILPITAS - STARB

MULTIPLY DISTANCES SHOWN BY 1.00018341 TO OBTAIN GROUND LEVEL DISTANCES.

ALL REFERENCED DISTANCES IN PARENTHESES ARE GROUND DISTANCES. MULTIPLY THESE DISTANCES BY 0.99981662 TO OBTAIN GRID DISTANCES.

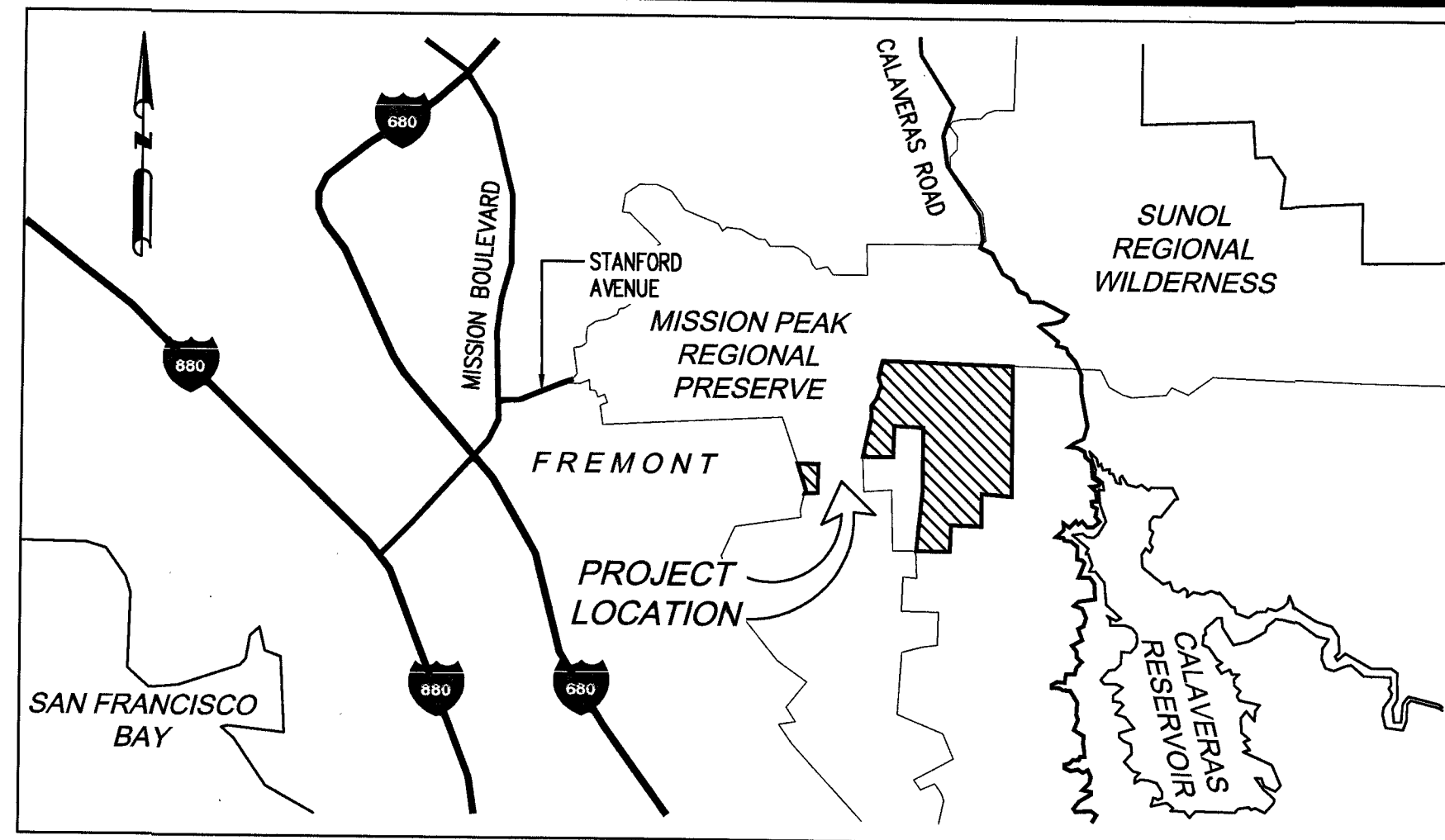
THE MAPPING ANGLE FOR THIS PROJECT IS: -0°50'22.40"

BASIS OF BEARINGS

THE BASIS OF BEARING OF N15°52'26"W BEING THE LINE BETWEEN FOUND MONUMENTS "ALLISON" AND "MONUMENT 2 NO. 3 1967" PER RECORD OF SURVEY 663 (R6), RECORDED IN BOOK 15 AT PAGES 1-16, ALAMEDA COUNTY RECORDERS OFFICE.

REFERENCED RECORD MAPS, NOTES & DEEDS

REF. NO.	DOCUMENT	DOCUMENT I.D.	DATE	TITLE
1.	FIELD NOTES	Bk 239 - Pg 545-564	05/1866	FIELD NOTES OF THE SURVEY OF T5S, R1E, MT. DIABLO MERIDIAN
2.	FIELD NOTES	Bk 24 - Pg 83-84	10/1910	FIELD NOTES OF A SURVEY OF TRACT No. 42
3.	NOT USED			
4.	FIELD NOTES	Bk 009 - Pg 123-140	12/1856	FIELD NOTES OF A SURVEY OF THE RANCHO AGUA CALIENTE
5.	TOWNSHIP PLAT		10/24/1906	MAP OF TOWNSHIP No. 5S, RANGE 1E, MT. DIABLO MERIDIAN
6.	RECORD OF SURVEY	Bk 15 PG 1-16	05/09/1990	RECORD OF SURVEY NO. 663
7.	CORNER RECORD	CR2000	01/22/2015	CORNER RECORD FOR MONUMENT PEAK
8.	RECORD OF SURVEY	Bk 663 - Pg 45	03/27/1995	SHOWING PART OF THE EXTERIOR BOUNDARY OF SANTA CLARA COUNTY ED R. LEVIN PARK
9.	DEED	1992.209707	06/26/1992	GRANT DEED TO EAST BAY REGIONAL PARK DISTRICT
10.	DEED	1989.326664	12/04/1989	GRANT DEED TO EAST BAY REGIONAL PARK DISTRICT
11.	DEED	2018.133830	07/09/2018	GRANT DEED TO WOOL, WOOL, WOOL, AND WRIGHT
12.	DEED	1988.314040	12/08/1988	GRANT DEED TO E.O. WOOL RANCH, A CALIFORNIA GENERAL PARTNERSHIP
13.	DEED	1990.106180	04/19/1990	GRANT DEED TO COMMUNICATION AND CONTROL, INC.
14.	UNRECORDED MAP	15B6P-18-466-001	-	-
15.	RECORD OF SURVEY	Bk 18 Pg 17-37	05/16/1994	RECORD OF SURVEY NO. 946



VICINITY MAP
N.T.S.

ABBREVIATIONS

BK	BOOK
CH	CHAINS
COR	CORNER
CR	CORNER RECORD
FND	FOUND
IP	IRON PIPE
MON	MONUMENT
NR	NO RECORD FOUND
OR	OFFICIAL RECORDS
PG	PAGE
ROS, RS	RECORD OF SURVEY MAP
R#	MAP REFERENCE NUMBER (SEE TABLE ON THIS SHEET)
SFWD	SAN FRANCISCO WATER DEPARTMENT
UO	UNKNOWN ORIGIN

T	TOWNSHIP
R	RANGE
MDB&M	MT. DIABLO BASE & MERIDIAN

LEGEND

-----	EXTERIOR BOUNDARY OF SUBJECT PROPERTY
△	FOUND TYPE B (BRASS DISC SET IN CONC. IN 6" DIA. PIPE), AS NOTED (NO RECORD)
●	FOUND MONUMENT, AS NOTED
■	FOUND WOOD POST, AS NOTED
○	SET 3/4" IP W/ PLUG LS 8570 (UNLESS OTHERWISE NOTED)
⊗	FOUND ROCK PILE
SNF	SEARCH FOR RECORD MONUMENT, NOTHING FOUND
()	RECORD DIMENSIONS
P	PROPORTIONATE MEASUREMENT

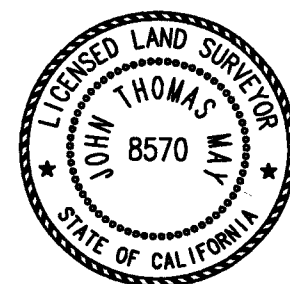
NOTES

- THIS RECORD OF SURVEY IS BEING FILED IN COMPLIANCE WITH SECTION 8762, PARAGRAPH(S) (b)(2) OF THE PROFESSIONAL LAND SURVEYORS' ACT (SECTION 8764 PLSA)

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF CITY & COUNTY OF SAN FRANCISCO ON THIS DAY 3rd OF MARCH, 2019

JOHN T. MAY
P.L.S. No. 8570



COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT ON THE DAY 21 OF JUNE, 2019

MICHAEL RUBNER
COUNTY SURVEYOR
P.L.S. No. 6843



RECORDER'S STATEMENT

FILED THIS DAY 25TH OF JUNE, 2019, AT 4:29 P.M. IN BOOK 45 OF RECORDS OF SURVEY AT PAGE(S) 82-87 AT THE REQUEST OF CITY & COUNTY OF SAN FRANCISCO

MELISSA WILK
COUNTY RECORDER
BY: _____
DEPUTY COUNTY RECORDER

MST: 2019121181
FEE: \$ 18.00

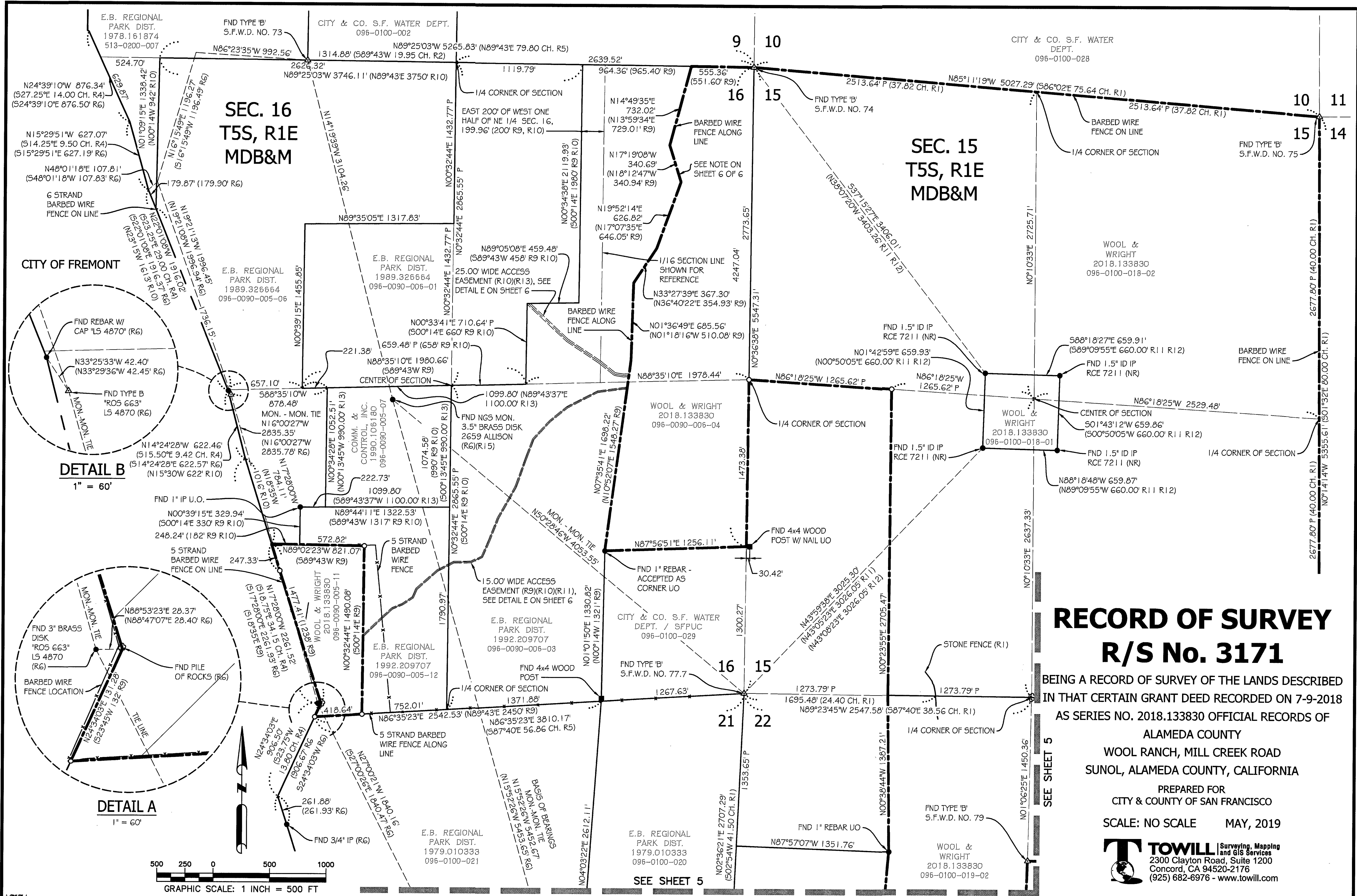
RECORD OF SURVEY
R/S No. 3171

BEING A RECORD OF SURVEY OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON 7-9-2018 AS SERIES NO. 2018.133830 OFFICIAL RECORDS OF

ALAMEDA COUNTY
WOOL RANCH, MILL CREEK ROAD
SUNOL, ALAMEDA COUNTY, CALIFORNIA

PREPARED FOR
CITY & COUNTY OF SAN FRANCISCO
SCALE: NO SCALE MAY, 2019

TOWILL | Surveying, Mapping
and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176
(925) 682-6976 - www.towill.com



RECORD OF SURVEY R/S No. 3171

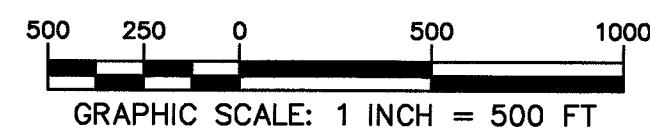
BEING A RECORD OF SURVEY OF THE LANDS DESCRIBED
IN THAT CERTAIN GRANT DEED RECORDED ON 7-9-2018
AS SERIES NO. 2018.133830 OFFICIAL RECORDS OF
ALAMEDA COUNTY
WOOL RANCH, MILL CREEK ROAD
SUNOL, ALAMEDA COUNTY, CALIFORNIA

PREPARED FOR
CITY & COUNTY OF SAN FRANCISCO
SCALE: NO SCALE MAY, 2019

T TOWILL Surveying, Mapping
and GIS Services
2300 Clayton Road, Suite 1200
Concord, CA 94520-2176
(925) 682-6976 - www.towill.com

DETAIL B
1" = 60'

DETAIL A
1" = 60'



SEE SHEET 5

SEE SHEET 5

EXHIBIT C

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

and

San Francisco Public Utilities Commission
Real Estate Services
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director

MAIL TAX STATEMENTS TO:

East Bay Regional Parks District

Attn: _____ **[INSERT]**

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

APN: 096-0090-005-11

(Space above this line reserved for Recorder's use only)

**QUITCLAIM DEED
(Assessor's Parcel No. 096-0090-005-11)**

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), pursuant to Resolution No. _____, adopted by the Board of Supervisors on _____, 2020 and approved by the Mayor on _____, 2020, hereby RELEASES, REMISES, AND QUITCLAIMS to EAST BAY REGIONAL PARKS DISTRICT, a California special district, any and all right, title and interest City may have in and to the real property located in an unincorporated portion of Alameda County, State of California, described on the attached **Exhibit A** and made a part of this quitclaim deed.

[SIGNATURES ON FOLLOWING PAGE]

Executed as of this _____ day of _____, 2020.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO PENICK
Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Richard Handel
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
Tony Durkee, Chief Surveyor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of _____)

On _____, before me, _____, a notary public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT D

CITY'S ACCESS PERMIT

[see attached]



APPLICATION FOR LAND OR RIGHT-OF-WAY ACCESS PERMIT

The San Francisco Public Utilities Commission's Land or Right-of -Way Access Program provides for short-term access through its lands and right-of-ways to the owners of adjoining property. The purpose for this access is quite diverse, but some examples include: the removal of private property, vegetation, vehicles, etc.; access for construction, tree removal/maintenance, fence construction or repair; or other reasons where access through private property is difficult or not feasible.

The procedures for securing access involve the completion of an Access Permit Application, along with the submittal of the appropriate insurance indemnification and the associated fees. The fees associated with issuance of an Access Permit have been approved by the Public Utilities Commission and are intended to recover the Department's costs as related to processing, handling and inspecting the permit area.

ACCESS PERMIT COSTS

Short-Term Access (1 to 14 days).....\$628.00 plus \$195.00/day

PROCEDURES

To apply for an ACCESS PERMIT, complete the attached application and submit your application to this office along with your permit fees. Your application will be reviewed and processed and may require a field inspection prior to issuance. Make sure to fill out the attached Permit and sign it on page 8.

Once the application has been approved, a permit will be mailed to you. If your access will require obtaining keys to locked gates, it will be necessary to pick up a security key at one of our offices, depending upon where the permit is located and the date the permit will be active. Our offices are located in Burlingame for access in San Mateo and Santa Clara Counties, or in Sunol for access in Alameda County. Your permit will indicate the location of the office where you will pick up and return keys.

INSURANCE

For liability reasons, a Certificate of Insurance will be required for issuance of an Access Permit. Evidence of insurance coverage for comprehensive general liability in an amount of a least \$1,000,000 must be provided. Insurance may be in the form of either a homeowners or vehicle insurance policy. The Certificate of Insurance shall list the City and County of San Francisco and its Public Utilities Commission as the certificate holder and must also state that the City and County of San Francisco and its Public Utilities Commission are Additional Insureds. Please request that your insurance carrier mail the Certificate of Insurance directly to this office.

RELEASE AND INDEMNITY

Any entry onto and use of the Land or Right-of-Way without prior written permission from the SFPUC is **STRICTLY PROHIBITED**, and any and every entry onto the Land or Right-of-Way shall be at the entering person(s)' sole risk and expense. By entering onto the Land or Right-of-Way, the entering person(s) agree (i) to **INDEMNIFY, DEFEND, REIMBURSE AND HOLD HARMLESS** the City and County of San Francisco and each of its divisions, employees and agents from and against any and all demands, claims, losses, costs, damages and liabilities of any kind, arising in any manner out of or relating to such entry, and (ii) to fully **RELEASE, WAIVE AND DISCHARGE** forever any and all claims, known and unknown, direct and indirect, and to **COVENANT NOT TO SUE** the City and County of San Francisco, its divisions, employees and agents, for any matters related to such entry, including but not limited to any claim relating to condition of the Land or Right-of-Way.

INSPECTION OR CONSULTATION

If the nature of your request involves access for construction, access by heavy equipment, removal of large trees or in any way may involve the removal of City property such as temporarily removing a fence for access, it may be determined to require inspection or consultation, and an additional fee may be charged.

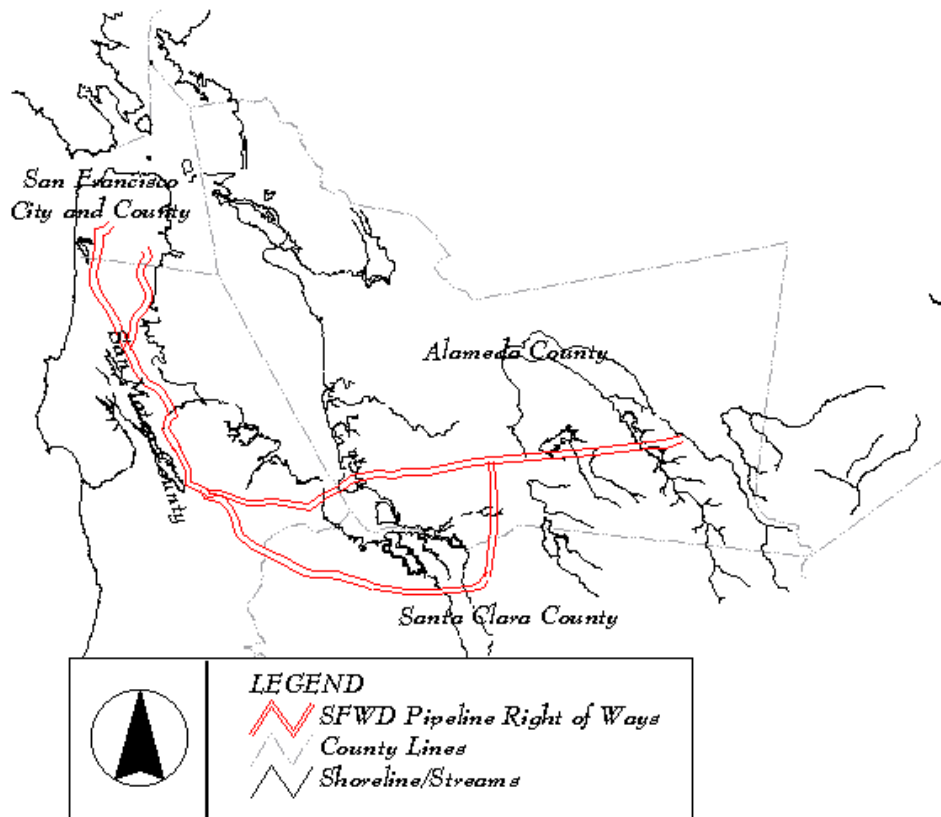
If the nature of your request involves any construction or access by heavy equipment on or near a pipeline, or if it may require the installation, construction or storage of any material on City property, it may be determined that an Engineering Permit is necessary. In this case, your application will be returned and you will be required to apply for a Land Use Permit to the San Francisco Public Utilities Commission Land Engineering Section.

CONTACTS

For general information regarding the permit process, please call (650) 652-3212. If you need information specific to a particular right-of-way location, please refer to the following numbers.

- San Mateo or Santa Clara Counties650-652-3209
- Alameda County650-872-5916

**SAN FRANCISCO WATER DEPARTMENT
PIPELINE RIGHT OF WAY**





APPLICATION FOR LAND OR RIGHT-OF-WAY ACCESS PERMIT

PERMITTEE INFORMATION		File No. _____
NAME & COMPANY NAME:		
NUMBER AND STREET:		APT. No.
CITY:	STATE:	ZIP:
BUSINESS/HOME PHONE:	CELL:	FAX:
DESCRIPTION OF ACCESS		No. of people in group: _____
DATE(S):	TIME ENTERING:	TIME LEAVING:
ACCESS POINT:		
DESTINATION:		
PURPOSE OF ACCESS:		
<input type="checkbox"/> Simple Access	<input type="checkbox"/> Debris Removal	
<input type="checkbox"/> Vegetation Removal	<input type="checkbox"/> Utility Maintenance	
<input type="checkbox"/> Tree Work	<input type="checkbox"/> Vehicle Removal	
<input type="checkbox"/> Construction Access	<input type="checkbox"/> Landscaping	
PLEASE STATE THE NAME OF YOUR PROJECT AND DESCRIBE THE PURPOSE OF THIS ACCESS AS THOROUGHLY AS POSSIBLE.		

VEHICLE INFORMATION

PLEASE LIST INFORMATION FOR ALL VEHICLES, WHICH WILL ACCESS THE Land or Right-of-Way.

YEAR	MAKE	MODEL	COLOR	VEHICLE WEIGHT	LICENSE No.	STATE

EQUIPMENT INFORMATION

PLEASE LIST INFORMATION FOR ALL EQUIPMENT, WHICH WILL ACCESS THE Land or Right-of-Way.

TYPE EQUIPMENT	EQUIPMENT WEIGHT	

INSURANCE INFORMATION

PLEASE indicate the type of insurance coverage you have.

	Policy Number	Carrier/Agent	Expiration Date
<input type="checkbox"/> Certificate of Insurance			
<input type="checkbox"/> Home Owners Policy			
<input type="checkbox"/> Vehicle Insurance			

REQUIRED SIGNATURE

*I certify that, to the best of my knowledge, all statements are correct and complete. I understand that willful omission or falsification of information or failure to observe the conditions of this Access Permit may result in denial or revocation of my Access Permit.

Applicant Signature:

Date:

BELOW FOR OFFICE USE ONLY

INSPECTION / REVIEW

Application			Processing		Permit Information	
PI	II	MAP	Fees	CAO Review	File No.:	Assign Inspct.
DA	RS		Insurance	GM	Date Issued:	Permit Ended
VI	EA		Comp Permit	PUC	Site Review	Filed

THIS REVOCABLE ACCESS PERMIT (this "**Permit**"), dated for reference purposes only as of the date adjacent to the applicant's signature on the attached Application for Land Use or Right-of-Way Access Permit (the "Application"), is made by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("**City**"), acting by and through its Public Utilities Commission ("**SFPUC**") and the San Francisco Water Department ("**SFWD**"), and **Permittee** (shown on the Application).

City and Permittee agree as follows:

1. License. City confers to Permittee a revocable, personal, and non-exclusive license to enter upon the real property owned by City and described in Exhibit A attached hereto (the "**Permit Area**"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of its use of the Permit Area. The privilege given to Permittee under this Permit is effective only insofar as the rights of City in the Permit Area are concerned, and Permittee shall obtain any further permission necessary. Without limiting the foregoing, this Permit is being issued subject and subordinate to all of the terms and conditions of all existing and future documents and instruments of record affecting the Permit Area (collectively, the "**Recorded Documents**"). PERMITTEE ACCEPTS THE PERMIT AREA IN ITS "AS IS" CONDITION, AND ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS AGENTS HAVE MADE, AND CITY HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PERMIT AREA.

2. Use of Permit Area. Permittee may enter upon and traverse the Permit Area for the sole purpose indicated in the Application, and for no other purpose whatsoever. Permittee is aware that the Permit Area constitutes a portion of City's water pipeline delivery system. Notwithstanding anything to the contrary in this Permit, any and all of Permittee's activities hereunder shall be subject and subordinate at all times to City's existing and future use of the Permit Area. If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged by any of Permittee's or its agents activities, Permittee shall immediately notify City and, at its sole cost, shall immediately repair any and all such damage and restore the Permit Area or property to its previous condition.

3. Additional Restrictions on Use. Permittee agrees that, by way of example only and without limitation, the following uses of the Permit are strictly prohibited: the use of heavy equipment and vehicles (Permittee's use of vehicles shall be limited to the vehicle(s) and equipment, if any, stated on the Application); the transport, use or disposal of any hazardous or toxic material; and any act that constitutes waste, nuisance or unreasonable annoyance. Notwithstanding the above, Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a release of hazardous material has occurred on or about the Permit Area. For purposes hereof, the term "**hazardous material**" shall include asbestos, petroleum and gas products, except as used in a permitted vehicle.

4. Permit Fee. Permittee shall pay to City a one-time non-refundable permit fee in the amount of the Permit Fee shown in the Inspection/Review section of the Application. If this Permit is for thirty (30) days or longer (and without limiting its right to revoke this Permit), City may at any time, upon not less than 30 days' written notice to Permittee, charge a use fee for the privilege given hereunder, and City may increase such fee from time to time.

5. Term of Permit. The privilege conferred to Permittee pursuant to this Permit shall commence on the date on which this Permit is executed and delivered by City (the "**Commencement Date**") (subject to the provisions of Section 19(m) below), and shall immediately expire upon the earlier of (i) oral or written notice from City revoking this Permit, and (ii) the final date for access stated on the Application. City may, at its sole option, freely revoke this Permit at any time without cause or liability, and without any obligation to pay any consideration or return any permit fee to Permittee. Upon the revocation or termination of this Permit, Permittee shall immediately surrender the Permit Area in the same condition as received, free from hazards and debris, and shall repair, at its cost, any damage to the Permit Area.

6. Insurance.

(a) Permittee shall procure at its expense and keep in effect at all times during the term of this Permit insurance, in form and from an insurer reasonably acceptable to City, as follows: (i) General Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit for Bodily Injury and Property Damage; and (ii) Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit for Bodily Injury and Property Damage.

(b) All liability policies required hereunder shall provide for the following: (i) name as additional insured the City and County of San Francisco and its Public Utilities Commission; (ii) specify that such policies are primary insurance and that insurance applies separately to each insured against whom a claim is made, and (iii) include a waiver of subrogation endorsement or provision wherein the insurer acknowledges acceptance of Permittee's waiver of claims against City. Such policies shall also provide for severability of interests and that an act or omission of one of the named insured which would void or otherwise reduce coverage shall not reduce or void the coverage as to any other insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose in whole or in part during the policy period.

(c) Prior to commencement of this Permit and immediately at City's request at any time, Permittee shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverages required hereunder. Permittee's compliance with the provisions of this Section 6 shall in no way relieve or decrease Permittee's indemnification obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, without notice to Permittee, upon the lapse of any required insurance coverage.

7. Compliance with Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and reasonable manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts and the like (collectively, "**Laws**") of any governmental or other regulatory entity. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers.

8. Indemnity. Permittee shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("**Claims**"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, relating to any use or activity under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms of this Permit, or (c) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee, its agents or invitees; except to the extent of Claims solely resulting directly from the negligence or willful misconduct of City. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City. The foregoing indemnity shall include, without limitation, all costs and expenses incurred by the City, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property.

9. Waiver of Claims and Release. (a) Neither City nor any of its commissions, boards, officers, agents or employees shall be liable for any damage to, or for any bodily injury or death, resulting or arising from the condition of the Permit Area or its use by Permittee. (b) Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. (c) Without limiting any indemnifications or other waivers contained herein, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all Claims relating to the Permit Area or this Permit, and covenants not to sue, City, its departments, commissions,

officers, and employees, and all persons acting through them, under any present or future laws. (d) Permittee acknowledges that the above release includes all known and unknown, direct or indirect, and anticipated and unanticipated Claims. The releases contained herein shall survive any termination of this Permit.

10. MacBride Principles - Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Sections 12F.1 *et seq.* The City also urges companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

11. No Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property that is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

12. Taxes. Permittee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by law, all of which shall be paid when the same becomes due and payable and before delinquency.

13. Conflict of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Sections 15.103 of the San Francisco Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code and Sections 87100 *et seq.* and Sections 1090 *et seq.* of the Government Code of the State of California and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify the City.

14. Notification of Limitations on Contributions. Whenever a lease of land from the City requires the approval by a City elective officer or the board on which that City elective officer serves, Section 1.126 of the San Francisco Campaign and Governmental Conduct Code prohibits the person leasing such land from making any campaign contribution to the officer at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or three (3) months following the date the contract is approved by the City elective officer or the board on which that City elective officer serves. Although this Permit is not a lease and creates only a non-possessory interest in the Permit Area, the provisions of Section 1.126 of the San Francisco Campaign and Governmental Conduct Code may nevertheless apply to this Permit.

15. Tropical Hardwoods and Virgin Redwoods. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of its activities under this Permit.

16. Non-Discrimination. Permittee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, height, weight, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other

establishments or organizations operated by Permittee. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code, relating to non-discrimination by parties contracting with the City and County of San Francisco, are incorporated herein by reference and made a part hereof as though fully set forth herein. Permittee agrees to comply with all of the provisions of such Chapters 12B and 12C that apply to permittees under revocable permits.

17. Notices. Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or nationally-recognized overnight courier that guarantees next day delivery and provides a receipt therefore, with postage prepaid, addressed to Permittee at the address shown on the Application or addressed to City as follows (or such alternative address as may be provided in writing):

City or SFWD: SFPUC
Natural Resources Division
1657 Rollins Road
Burlingame, CA 94010

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

18. Key Issuance. Access keys will be issued from the SFPUC office, which is closest to the location of the Permit Area as indicated below. A refundable key deposit of \$150 will be paid at the time of key pick up. The key deposit will be refunded at the time of key return. Office locations for key pick up and return are as follows:

<u>Location 1</u>	<u>Location 2</u>
SFPUC, Burlingame Office	SFPUC, Sunol Office
1657 Rollins Road	505 Paloma Way
Burlingame, CA 94010	Sunol, CA 94586

19. General Provisions. (a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this Permit. (c) Except as expressly provided to the contrary, all approvals, consents and determinations to be made by City hereunder may be made in the sole and absolute discretion of City. (d) This instrument contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence in all matters relating to this Permit. (g) This Permit shall be governed by California law and City's Charter and Administrative Code. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding the City's use of its own attorneys. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) This Permit is personal to Permittee and shall not be assigned or otherwise transferred by Permittee under any circumstances. Subject to this prohibition against transfers, this Permit shall be binding upon and inure to the benefit and burden of the parties and their respective heirs, successors and assigns. (k) All of Permittee's obligations, including all releases and indemnities hereunder, shall survive the termination or expiration of this Permit. (l) The Application is incorporated herein by reference. In the event of a conflict between the Application and the terms of this Permit, the terms of this Permit shall apply. (m) Permittee acknowledges that if Permittee obtains access to the Permit Area prior to the date City executes this Permit, such access shall be governed by the terms of this Permit and Permittee shall be bound by the terms hereof, including, without limitation, the provisions of Section 6, 7, 8 and 9 hereof.

PERMITTEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS PERMIT, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

PERMITTEE:

By: _____

Print Name: _____

Date: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Land and Resources Manager, SFPUC

Date: _____

EXHIBIT A

Description of Permit Area

All that certain real property located in _____ County, California, described as follows:

A portion of _____, according to SFWD records and as shown on Drawing No. _____ attached hereto as Exhibit A-1 and made a part hereof.

[If this Exhibit A or Exhibit A-1 is not completed, the "Permit Area" shall be that portion of City lands between the Access Point and Destination described in the Application.]

EXHIBIT A-1

SFWD Drawing No. _____
[Attached]

[Applicant may substitute a drawing of Permit Area or a map clearly marked to show the Permit Area for this page if desired. Any substitute drawing or map must be labeled "Exhibit A-1".]

INSURANCE REQUIREMENTS

- a. Permittee will maintain in force, during the full term of the Permit, insurance in the following amounts and coverage:
- (1) Workers' Compensation, in statutory amounts, with Employers' Liability limits not less than \$1,000,000 each accident, required only if Permittee has employees, as defined by the California Labor Code.
 - (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
 - (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-owned and Hired auto coverage, as applicable.
- b. General Liability and Automobile Liability insurance policies shall provide the following:
- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
 - (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. All policies shall be endorsed to provide:
- Thirty (30) days' advance written notice to City cancellation, non-renewal or reduction in coverage, mailed to the following certificate holder at the following address:
- City and County of San Francisco
Attention: Joe Naras
Watershed Resources Manager
1657 Rollins Road
Burlingame, CA 94010
- d. Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Permit, and, without lapse, for a period of three years beyond the Permit expiration, to the effect that, should occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.
- e. Should any of the required insurance be provided under a form of coverage that includes a general aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be double the occurrence limits specific above.
- f. Certificates of Insurance and Additional Insured Policy Endorsements, in form and with insurers satisfactory to City, evidencing all coverage above shall be furnished to City before commencing any operations under this Permit, and Permittee shall provide to the City complete copies of policies promptly upon request.
- g. Approval of the insurance by City shall not relieve or decrease the liability of Permittee hereunder.
- h. This Permit shall terminate immediately, without notice to Permittee, upon any lapse of required insurance coverage.

EXHIBIT E

CITY'S PROPERTY DISCLOSURE

[see attached]



SELLER VACANT LAND QUESTIONNAIRE (C.A.R. Form VLQ, 11/12)

I. Seller makes the following disclosures with regard to the real property described as Mill Creek Road, Assessor's Parcel No. see comments, situated in Sunol, Alameda, California, ("Property").

II. The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker have not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desire legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. Answer based on actual knowledge and recollection at this time. Something that you do not consider material or significant may be perceived differently by a Buyer. Think about what you would want to know if you were buying the Property today. Read the questions carefully and take your time.

IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property. Something that may be material or significant to you, may not be perceived the same way by the Seller. If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI). Sellers can only disclose what they actually know. Seller may not know about all material or significant items. Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check section VI.

- BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: ARE YOU (SELLER) AWARE OF... 1. Surveys, markers, stakes, pins or maps showing the location of the Property... 2. Any unrecorded easement, encroachment or other dispute, maintenance or use agreement affecting access to, or the boundaries of, the Property... 3. Use of the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress, or other travel or drainage... 4. Leases, rental agreements, service contracts, licenses, permits or related agreements regarding use of the Property by others... 5. Use of any neighboring property by you... 6. The absence or limitation of legal or physical access to the Property...

Explanation: In Assessor's parcel maps only

- GEOLOGIC CONDITIONS AND ENVIRONMENTAL HAZARDS: ARE YOU (SELLER) AWARE OF... 7. Fill (compacted or otherwise), soil instability, caves, mines, caverns, or slippage on the Property... 8. Radon, methane or other gases, contaminated soil or water, hazardous waste, or waste disposal sites on the Property... 9. Fuel, oil or chemical storage tanks above or underground... 10. Past or present treatment or eradication of pests or odors.

Explanation:

Buyer's Initials () () Seller's Initials () ()

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Reviewed by _____ Date _____



Property Address: Mill Creek Road, Sunol, CA 94586

Date: 3/13/19

GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- 11. Agricultural use restrictions pursuant to the Williamson Act or other law Yes No
- 12. Whether the Property is in or adjacent to an area with Right to Farm rights Yes No
- 13. Presence of any endangered, threatened, "candidate" species, wetlands, historic artifacts or human remains on the Property Yes No
- 14. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property Yes No
- 15. Conditions or laws that may affect the ability to place and/or use a manufactured home on the Property Yes No
- 16. Special taxes pursuant to the Mello -Roos Community Facilities Act, Improvement Bond Act of 1915 or other law Yes No
- 17. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that apply to or could affect the Property Yes No
- 18. Existence or pendency of any rent control, occupancy restrictions or retrofit requirements that apply to or could affect the Property Yes No
- 19. Existing or contemplated building or use moratorium that apply to or could affect the Property Yes No
- 20. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property Yes No
- 21. Proposed construction, reconfiguration, or closure of nearby government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
- 22. Existing or proposed government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting, or (iii) that flammable materials be removed Yes No

Explanation: _____

WATER-RELATED ISSUES:

ARE YOU (SELLER) AWARE OF...

- 23. Standing water, flooding, pumps, underground water, or water-related soil settling or slippage on or affecting the Property Yes No
- 24. Rivers, streams, flood channels, underground springs, high water table, floods or tides on or affecting the Property Yes No

Explanation: There seems to be at least two springs on the property both of which are easily visible to any observer

UTILITIES AND SERVICES:

ARE YOU (SELLER) AWARE OF...

- 25. Whether any of the following utilities or services are available ON the Property Yes No
 If yes, check which ones: wells sewer septic sanitation leach lines water gas
 electric telephone cable other _____
 If no, are you aware of the distance such utilities or services are from the Property? Yes No

Explanation: _____

LANDSCAPING, AGRICULTURE, STRUCTURES OR OTHER IMPROVEMENTS:

ARE YOU (SELLER) AWARE OF...

- 26. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
- 27. Diseases, infestation or other reason affecting the production of any agricultural trees or crops on the Property Yes No
- 28. Operational sprinklers or irrigation systems on the Property Yes No
 If yes, are they automatic or manually operated.
- 29. Any structures or improvements (such as pad, foundations, or shelter) Yes No

Explanation: There is a concrete block building former used for telecommunication equipment. There is an old barn and two caravels

NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- 30. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, livestock, wildlife, insects or pests, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, or wildlife Yes No

Explanation: _____

Buyer's Initials (_____) (_____)

Seller's Initials [Signature] (_____) (_____)

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Reviewed by _____ Date _____

VLQ REVISED 11/12 (PAGE 2 OF 4)

SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 2 OF 4)

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Wool Ranch



Property Address: Mill Creek Road, Sunol, CA 94586

Date: 3/13/19

COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS:

ARE YOU (SELLER) AWARE OF...

- 31. Any Homeowner or Property Owner Association (OA) governing the Property, or any pending or proposed dues increases, special assessments, rules changes, insurance, availability issues or threatened or pending litigation by or against the OA affecting the Property Yes No

Explanation: _____

TITLE, OWNERSHIP AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- 32. Any other person or entity on title other than Seller(s) signing this form Yes No
- 33. Leases, options or claims affecting or relating to title or use of the Property Yes No
- 34. Any other person or entity other than Seller(s) signing this form with a legal claim to oil, mineral, gas or water rights Yes No
- 35. Past, present, pending or threatened lawsuits, mediations, arbitrations, tax liens, abatement liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, OA or neighborhood Yes No

Explanation: Seller is a court appointed referee. Title is held by four individuals, one of whom is trustee of his father's trust

DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- 36. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to correct damage Yes No

Explanation: _____

OTHER:

ARE YOU (SELLER) AWARE OF...

- 37. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to the condition of the Property or easements, encroachments, boundary disputes or environmental conditions affecting the Property Yes No
(If yes, provide any such documents in your possession to Buyer)
- 38. Department of Real Estate Public Report, or subdivision map Yes No
- 39. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) Yes No
- 40. The release of an illegal controlled substance on or beneath the Property. Yes No
- 41. Whether the Property is located in or adjacent to an "industrial use" zone Yes No
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
- 42. Whether the Property is affected by a nuisance created by an "industrial use" zone Yes No
- 43. Whether the Property is located within 1 mile of a former federal or state ordnance location Yes No
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
- 44. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision Yes No
- 45. Insurance claims affecting the Property within the past 5 years Yes No
- 46. Matters affecting title of the Property. Yes No
- 47. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No

Explanation: _____

VI. (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Buyer's Initials (_____) (_____)

Seller's Initials (X MM) (_____)

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SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 3 OF 4)

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Wool Ranch



Property Address: Mill Creek Road, Sunol, CA 94586

Date: 2/13/19

Seller represents that Seller has provided the answers and, if any, explanations and comments on this Form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this Form is independent from any duty of disclosure that a real estate licensee may have in this transaction, and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Date 2/13/19
SELLER _____
By [Signature]
Print name Russell H. Marshall, Referee
Title _____

Date _____
SELLER _____
By _____
Print name _____
Title _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Vacant Land Questionnaire form.

Date _____
BUYER _____
By _____
Print name City and county of San Francisco
Title _____

Date _____
BUYER _____
By _____
Print name _____
Title _____

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