

AGREEMENT FOR SALE OF REAL ESTATE

by and between

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

as Seller,

and

**CITY OF SOUTH SAN FRANCISCO,
a California municipal corporation**

as Buyer,

for the sale and purchase of

**an approximately 46,097 square foot portion of SFPUC Parcel 21,
located in South San Francisco, California**

_____, 2025

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LIST OF EXHIBITS

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EXHIBIT B	DEPICTION OF PROPERTY
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AGREEMENT FOR SALE OF REAL ESTATE

(an approximately 46,097-square foot portion of SFPUC Parcel 21 located in
South San Francisco, California)

THIS **AGREEMENT FOR SALE OF REAL ESTATE** (“**Agreement**”) dated for reference purposes only as of _____, 2025, is by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a California municipal corporation (“**City**” or “**Seller**”), by and through its Public Utilities Commission (“**SFPUC**”), and the **CITY OF SOUTH SAN FRANCISCO**, a California municipal corporation (“**Buyer**”). Seller and Buyer are sometimes collectively referred to in this Agreement as the “**Parties**” or singularly as “**Party**.”

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

A. City, under the SFPUC, owned right of way parcels in the City of South San Francisco, including SFPUC Parcel No. 21 (“**Parcel 21**”). Parcel 21 never contained any SFPUC utility infrastructure.

B. The SFPUC sold certain property interests to the former South San Francisco Redevelopment Agency in 2008 including portions of Parcel 21. Parcel 21 is and has been entirely encumbered by portions of Buyer’s public streets and a public drainage channel. The remainder of Parcel 21 not sold to the former South San Francisco Redevelopment Agency in the 2008 constitutes the property included in this sale (“**Property**”). The Property is described in Section 1.1 [Property Included in Sale] below.

C. The Property is subject to SFPUC License P4522, dated September 9, 2021, issued to Buyer for the construction of improvements to the existing road and culvert, and the installation of new utilities (“**License**”). The Parties acknowledge that the Property is under the possession and control of Buyer. City will revoke the License at Closing (defined in Section 2(b) [Purchase Price] below).

D. Buyer has two major projects ongoing near the Property:

- (1) a project that contains three vertical development structures on three parcels that will deliver roughly 800 units of housing, of which 158 units are 100% affordable housing, a childcare center, a market hall with a public plaza, public open space in the form of a community park and picnic area, and the completion of the existing Centennial Trail; and
- (2) a new Library and Parks and Recreation building that will include playground areas for children, a large synthetic turf exercise and playing field, and a special garden area for quiet socializing among wildflowers and native grasses that attract pollinators and butterflies (together, the “**Projects**”).

Buyer seeks to acquire the Property to facilitate the Projects.

E. On _____, 202__, the SFPUC Commission adopted Resolution No. _____ declaring the Property as “surplus land” and “exempt surplus land” under the State Surplus Lands Act (California Government Code Section 54220, et seq.). Because the Parties are public agencies, the State Surplus Lands Act noticing requirements do not apply to the sale of the Property as contemplated in this Agreement.

F. City's Board of Supervisors approved the sale of the Property to Buyer on the terms and conditions set forth below, pursuant to Resolution No. _____.

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

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

1. SALE AND PURCHASE

1.1 Property Included in Sale

Subject to the terms, covenants, and conditions set forth in this Agreement, City agrees to sell to Buyer, and Buyer agrees to purchase from City, City's interest in the Property, as more particularly described in the attached **Exhibit A**, and shown generally on the map attached as **Exhibit A-1**.

2. PURCHASE PRICE

The purchase price for the Property is One Hundred Thirty Two Thousand Dollars (\$132,000) (the "**Purchase Price**"). Buyer will pay the Purchase Price as follows:

(a) Within five (5) business days after the date this Agreement is executed by the Parties, Buyer will deposit into escrow with Old Republic Title ("**Title Company**"), 167 S. San Antonio Road, #5, Los Altos, CA 94022, Attention: Angie Civjan, the sum of Two Thousand Eight Hundred Twenty and no/100 Dollars (**\$2,820**) as an earnest money deposit ("**Initial Deposit**"). Before the expiration of the Contingency Period as provided in Section 5.2 [Contingency Period] below, Buyer will increase the Initial Deposit to Nine Thousand Four Hundred and no/100 Dollars (**\$9,400**) by depositing into escrow with the Title Company an additional Six Thousand Five Hundred Eighty and no/100 Dollars (**\$6,580**) ("**Second Deposit**," together with the Initial Deposit, the "**Deposit**") in all cash. The Deposit will be held in an interest-bearing account, and all interest thereon will be deemed a part of the Deposit. At the Closing (defined below), the Deposit will be paid to City and credited against the Purchase Price.

(b) Buyer will pay the balance of the Purchase Price, which is One Hundred and Twenty Two Thousand Six Hundred and no/100 Dollars (\$122,600) to City at the consummation of the purchase and sale contemplated by this Agreement (the "**Closing**").

All sums payable under this Agreement including the Deposit, will 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 interest in and to the Property to Buyer by quitclaim deed in the form attached as **Exhibit C** (the "**Deed**"). Title to the Property will 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 the Property, and (c) all items of which Buyer has actual or constructive notice or knowledge. All of the foregoing exceptions to title are referred to

collectively as the “**Conditions of Title.**” Without limiting the foregoing, Buyer acknowledges receipt of a litigation guarantee issued by the Title Company under Order No. 2202068007-PL, dated January 18, 2023, covering the Property and approves all of the exceptions contained therein.

3.2 Buyer’s Responsibility for Title Insurance

Buyer understands and agrees that the right, title and interest in the Property will 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 the Property’s boundary lines may not correspond to the legal description of the Property. City will 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 represents and warrants to City that Buyer has performed a diligent and thorough inspection and investigation of each and every aspect of the 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 the Property and the existence of physically open and legally sufficient access to the Property.

(b) The zoning and other legal status of the Property, including the compliance of the 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 the Property, including, but not limited to, the structural elements, landscaping, utility systems, facilities and appliance, and all other physical and functional aspects of the Property.

(d) The quality, nature, adequacy, and physical, geological and environmental condition of the Property (including soils and any groundwater), and the presence or absence of any Hazardous Materials in, on, under or about the Property or any other real property in the vicinity of the Property. As used in this Agreement, “Hazardous Material” means 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 the Property for Buyer’s intended uses. Buyer represents and warrants that its intended use of the Property is to maintain the existing street improvements for public transportation and public drainage improvements and to facilitate the Projects.

(f) The economics and development potential, if any, of the Property.

(g) All other matters of material significance affecting the Property.

4.2 Property Disclosures

(a) California law requires sellers to disclose to buyers the presence or potential presence of certain Hazardous Materials. Accordingly, Buyer is hereby advised that occupation of the Property may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. By execution of this Agreement, Buyer acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Section 25359.7 and related statutes.

(b) According to the United States Geological Survey, roughly one-quarter of the San Francisco Bay region may be exposed to liquefaction. More information about the potential areas of liquefaction may be found at <http://geomaps.wr.usgs.gov/sfgeo/liquefaction/susceptibility.htm>. By execution of this Agreement, Buyer acknowledges the disclosure set forth above satisfies the requirements of California Public Resources Code Section 2621.9 and Section 2694 and related statutes.

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 the Property, Buyer will give City reasonable advance written notice of such entry and will conduct such entry and any inspections in connection therewith so as to minimize, to the extent possible, interference with uses being made of the Property and otherwise in a manner and on terms and conditions acceptable to City. All entries by Buyer or its Agents onto the Property to perform any testing or other investigations that could affect the physical condition of the Property (including soil borings) or the uses thereof will be made only pursuant to the terms and conditions of a permit to enter in form and substance satisfactory to City.

Buyer will maintain, and will 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 the Property in connection with the transaction contemplated by this Agreement, and Buyer will provide City with evidence of such insurance coverage upon request from City.

To the fullest extent permitted under law, Buyer will 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 the Property by Buyer, its Agents, contractors and subcontractors in performing the inspections, testing, or inquiries provided for in this Agreement, whether prior to the date of this Agreement or during the term hereof (collectively “**Buyer’s Actions**”), including any injuries or deaths to any persons (including Buyer’s Agents) and damage to any property, from Buyer’s Actions. The foregoing indemnity will 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 the 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, its officers, employees, agents, contractors, and representatives, 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 the Property, (b) the physical, geological, or environmental condition of the Property, including any Hazardous Material in, on, under, above or about the Property, and (c) any federal, state, local, or administrative law, rule, regulation, order or requirement applicable thereto, 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 the Property is conditioned upon all of the following ("**Buyer's Conditions Precedent**") :

(a) Buyer's review and approval of an updated preliminary title report, which Buyer is responsible for ordering, together with copies of the underlying documents..

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

(c) Buyer's review and approval of soils reports and other documents of significance to the Property in City's possession. City will 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 the Property for Buyer's review and inspection, at Buyer's sole cost, during normal business hours. Notwithstanding the foregoing, Buyer's review will not include a review of any of City's internal memoranda or reports, any privileged or confidential information, or City's appraisals of the Property, if any, except those already shared with Buyer.

(d) City will have performed all material obligations to be performed by it pursuant to this Agreement.

5.2 **Contingency Period**

Buyer will 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 the 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, then Buyer will be deemed to have waived Buyer's Conditions. Notwithstanding the foregoing, if Buyer objects to any of the matters contained within Section 5.1 within the Contingency Period, then City may, but will have no obligation to remove or remedy any objectionable matter. If City agrees to remove or remedy the objectionable matter, it will notify Buyer within ten (10) days following Buyer's notice of objection, and the Closing Date will 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 will automatically terminate, the Deposit will be returned to Buyer, and neither party will 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 the Property to Buyer ("**City's Conditions Precedent**"):

(a) Buyer will have performed all of its obligations pursuant to or in connection with this Agreement and all of Buyer's representations and warranties will 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 the Property, will have been adopted by City's Board of Supervisors and Mayor, in their respective sole and absolute discretion.

(c) Title Company will have agreed to be the real estate reporting person for the Closing in compliance with the Reporting Requirements (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, City may, at its option, terminate this Agreement and shall return the Deposit to Buyer within a reasonable time period not to exceed thirty (30) calendar days. Upon any such termination, neither Party will 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

On the date within five (5) days after the Parties execute this Agreement, Buyer and City will deposit an executed counterpart of this Agreement with the Title Company, and this instrument will 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 agree to 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 will 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 will be made, at the offices of the Title Company on (a) the date that is thirty (30) days after the expiration of the Contingency Period and enactment of the Board of Supervisors' resolution referred to in Section 5.3(b) above, or if such date is not a business day, then upon the next ensuing business day, before 1:00 p.m. San Francisco time or (b) such other date and time as the Parties may mutually agree upon in writing (the "**Closing Date**"). Such date and time may not be extended without the prior written approval of the Parties.

6.3 Deposit of Documents and Funds

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

(i) a duly executed and acknowledged Deed conveying the Property to Buyer subject to the Conditions of Title; and

(ii) a copy of a letter confirming revocation of the License to Buyer effective on the Closing Date.

(b) At or before the Closing, Buyer will deposit into escrow the funds necessary to close this transaction.

(c) City and Buyer will each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

(d) City will deliver to Buyer originals (or to the extent originals are not available, copies) of any items that City is required to furnish Buyer copies of or make available at the Property pursuant to Section 5.1 [Buyer's Conditions Precedent] above, within five (5) business days after the Closing Date.

6.4 Prorations

On or after the Closing Date, any real property taxes and assessments, water, sewer, and utility charges, amounts payable under any annual permits and/or inspection fees (calculated on the basis of the period covered), and any other expenses normal to the operation and maintenance of the Property, will all 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. The Parties by this Agreement agree that if any of the above described prorations cannot be calculated accurately on the Closing Date, then the same 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) will 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 (as defined in the Reporting Requirements) for such transaction. Title Company will perform all duties required of the real estate reporting person for the Closing under the Reporting Requirements, and Buyer and City will 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

All improvements on the Property are owned by Buyer, and any damage to or destruction of those improvements prior to Closing will have no impact on the sale of the Property or the terms under this Agreement. The Parties agree that Buyer is purchasing the Property in as-is condition as further described in Section 4.4 ["As-Is" Purchase] above.

Notwithstanding anything to the contrary above, Buyer acknowledges that City self-insures and will not be obligated to purchase any third-party commercial liability insurance or property insurance.

8. EXPENSES

8.1 Expenses

Buyer will 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 will defend the other Party from such claim, and will 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 will 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 THE PROPERTY IS NOT CONSUMMATED DUE TO THE FAILURE OF ANY CONDITION PRECEDENT OR CITY'S DEFAULT UNDER THIS AGREEMENT AND BUYER IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY WILL RETURN THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON TO BUYER. IF THE SALE IS NOT CONSUMMATED DUE TO ANY DEFAULT BY BUYER UNDER THIS AGREEMENT AND CITY IS NOT THEN IN DEFAULT, THEN THE TITLE COMPANY WILL DELIVER THE DEPOSIT TOGETHER WITH ACCRUED INTEREST THEREON TO CITY, AND CITY WILL 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 will be in writing and will 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 provided above):

CITY:

San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, California 94102
Attn: Real Estate Director
Re: Sale of SFPUC Parcel No. 21

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 SFPUC Parcel No. 21

BUYER:

City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080
Attn: City Manager, Sharon Ranals
Telephone No.: (650) 829-6620

with a copy to:

City of South San Francisco, City Attorney
Sky Woodruff, Partner
Redwood Public Law
409 13th Street, 6th Floor
Oakland, CA 94612

A properly addressed notice transmitted by one of the foregoing methods will 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 will 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 will 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 will 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 will not be assignable without the prior written consent of City; provided, however, even if City approves any such proposed assignment, in no event will 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 Parties.

10.4 Authority of Buyer

Buyer represents and warrants to City that Buyer is a California municipal corporation 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, will 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 municipal corporation 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, Buyer will 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 will have been made.

10.6 Governing Law

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

10.8 Parties and Their Agents

The term "**Buyer**" as used in this Agreement will 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 will be joint and several. As used in this Agreement, the term "**Agents**" when used with respect to either party will 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 will not affect the meaning or interpretation of any provision contained in this Agreement. Whenever the context so requires, the use of the singular will be deemed to include the plural and vice versa, and each gender reference will 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 will 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 to this Agreement 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, will 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 Parties will 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 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 will not merge with the transfer of title to the Property but will 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 or Buyer will be personally liable to the other Party, its successors and assigns, in the event of any default or breach by either Party or for any amount that may become due to either Party, its successors and assigns, or for any obligation of the Parties under this Agreement.

10.14 Conflicts of Interest

Through its execution of this Agreement, the Parties acknowledges that they are 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 certify that they do not know of any facts that constitute a violation of said provisions and agree that if they become aware of any such fact during the term of this Agreement, such Party shall notify the other Party.

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 twelve 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 \$100,000 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

The Parties understand and agree 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 or Buyer under this Agreement are public records subject to public disclosure. The Parties by this Agreement acknowledge that they may disclose any records, information and materials submitted to each other 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 thereof may be recorded by Buyer.

10.19 Effective Date

As used in this Agreement, the term "**Effective Date**" will mean the date on which both Parties will have executed this Agreement provided the Agreement and the transactions contemplated by the Agreement will 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 the application thereof to any person, entity, or circumstance will 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, will not be affected thereby, and each other provision of this Agreement will 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 Acceptance by Buyer

This Agreement will be null and void unless it is accepted by Buyer and two (2) fully executed copies of this Agreement are returned to City on or before 5:00 p.m. San Francisco time on _____, 202__.

10.22 Counterparts

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

10.23 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 will be considered the drafter of this Agreement, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will 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 HAS AUTHORITY TO COMMIT CITY TO THIS AGREEMENT UNLESS AND UNTIL A RESOLUTION OF CITY'S BOARD OF SUPERVISORS WILL HAVE BEEN DULY ENACTED APPROVING THIS AGREEMENT AND AUTHORIZING THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY UNDER THIS AGREEMENT ARE CONTINGENT UPON THE DUE ENACTMENT OF SUCH A RESOLUTION, AND THIS AGREEMENT WILL BE NULL AND VOID IF CITY'S BOARD OF SUPERVISORS AND MAYOR DO NOT APPROVE THIS AGREEMENT IN THEIR RESPECTIVE SOLE DISCRETION. APPROVAL OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF CITY WILL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

[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 California municipal corporation

BUYER:

CITY OF SOUTH SAN FRANCISCO
a California municipal corporation

By: _____
ANDRICO Q. PENICK
Director of Property

By: _____
SHARON RANALS
Its: City Manager

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

APPROVED AS TO FORM:

CITY OF SOUTH SAN FRANCISCO,
City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

By: _____
Sky Woodruff
City Attorney

EXHIBIT A
DESCRIPTION OF PROPERTY

May 25, 2022

Exhibit "A"
LEGAL DESCRIPTION

All that real property situate in the City of South San Francisco, County of San Mateo, State of California, being a portion of that certain parcel described as Parcel 21 of San Mateo County Lands as described in the deed from Spring Valley Water Company to the City and County of San Francisco, dated March 3, 1930, recorded in Vol. 493 of Official Records at page 1, in the Office of the Recorder of San Mateo County, State of California, more particularly described as follows:

Beginning at Monument 31 in the center of Mission Road as called for in said description of said Parcel 21 and also shown on that certain Record of Survey filed in San Mateo County in volume 34 of LLS maps pages 1 through 61, at page 49;

Thence continuing along the centerline of Mission Road, North 32°43'43" West, 1,114.55 feet as shown on said LLS map;

Thence continuing on said centerline, North 38°10'43" West, 250.82 feet to Monument 35;

Thence leaving said centerline, South 41°49'32" West, 33.51 feet;

Thence South 38°10'43" East, 243.43 feet;

Thence South 32°43'43" East, 1,106.03 feet;

Thence South 08°56'10" East, 177.61 feet;

Thence North 71°42'16" East, 33.42 feet to a point formerly marked by Monument 30;

Thence North 08°56'10" West, 179.19 feet to the **Point of Beginning**.

Excepting therefrom that certain parcel 1553-1 described in that Final Order of Condemnation filed for record September 1, 1977 in Volume 7596 of Official Records, in the Office of the Recorder of San Mateo County, State of California at page 608.

Containing an area of 46,097 square feet, more or less.

A plat showing the above-described parcels is attached herein and made a part hereof as Exhibit B.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors' Act.

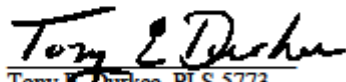

Tony E. Durkee, PLS 5773
License Expires 06/30/2024



EXHIBIT B

DEPICTION OF PROPERTY

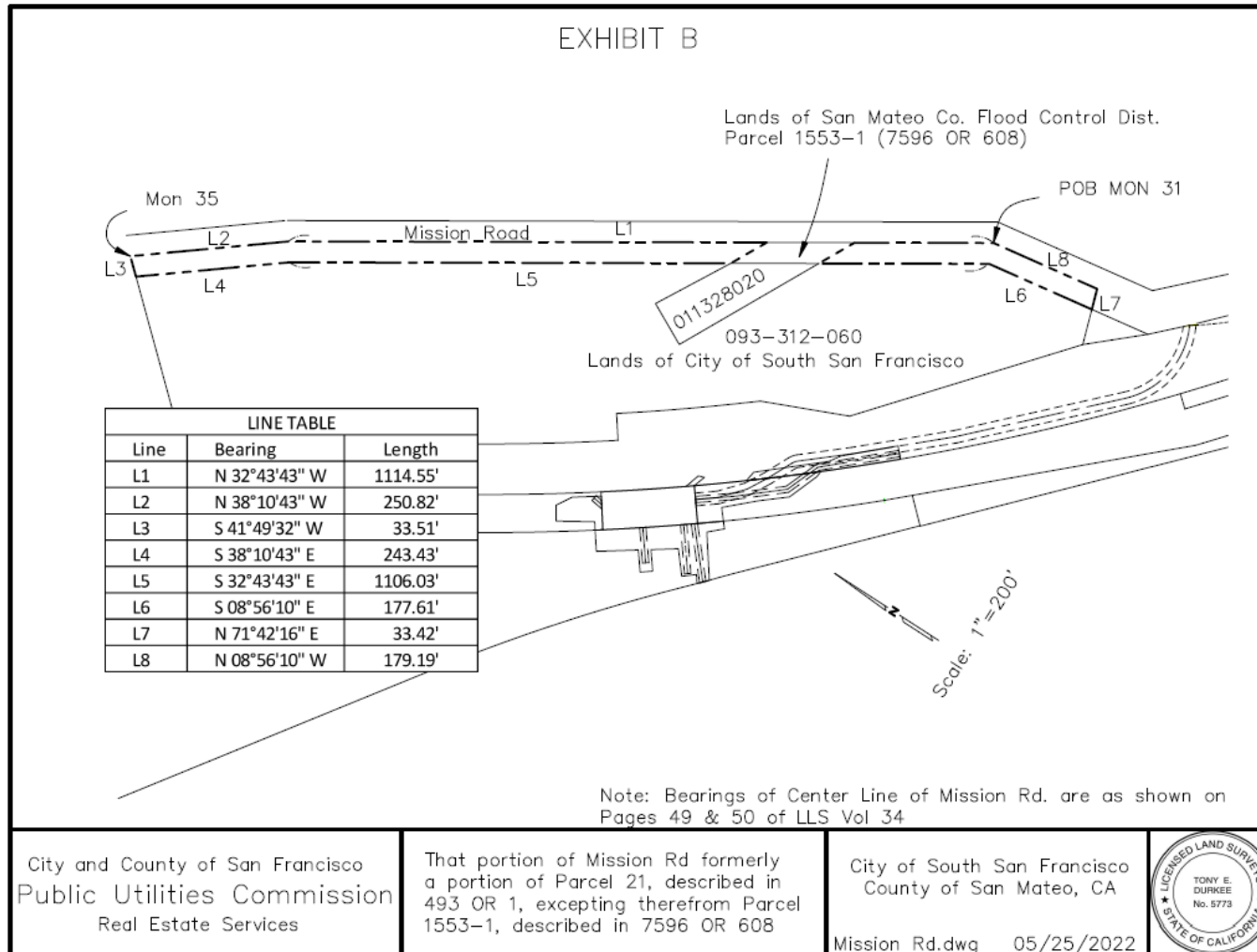


EXHIBIT C

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

City of South San Francisco

Attn: _____

With a conformed copy to:

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

and

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

MAIL TAX STATEMENTS TO:

City of South San Francisco

Attn: _____

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: Portions of Mission Road and Antoinette lane
not assigned an Assessor's Parcel Number

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

QUITCLAIM DEED

(an approximately 46,097 square foot portion of SFPUC Parcel 21,
located in South San Francisco, California)

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a California municipal corporation ("City"), pursuant to Resolution No. _____, adopted by the Board of Supervisors on _____, 202__ and approved by the Mayor on _____, 202__, hereby RELEASES, REMISES AND QUITCLAIMS to the CITY OF SOUTH SAN FRANCISCO, a California municipal corporation, any and all right, title and interest City may have in and to the real property located in the City of South San Francisco, County of San Mateo, State of California, described on the attached Exhibit A and made a part of this quitclaim deed.

Executed as of this _____ day of _____, 202__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO Q. PENICK
Director of Property

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Anna Parlato Gunderson
Deputy City Attorney

DESCRIPTION CHECKED/APPROVED:

By: _____
Ed Peterson
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)
) ss
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)

5370088.2