

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Randy Breault, Director of Public Works/City Engineer via City Manager

SUBJECT: Sale of City Real Property – Lot 1, Block I

DATE: May 5, 2014

City Council Goals:

To promote economic development that stabilizes and diversifies the tax base. (#4)
To develop plans and pursue opportunities to enhance Open Space. (#7)

Purpose:

To obtain Council's direction on a business owner's request to sell a portion of the former Southern Pacific Transportation Company's rail spur (now owned by the City) to the existing business in Crocker Industrial Park that owns the adjoining parcel.

Recommendation:

Approve the attached "Purchase and Sales Agreement" that transfers "Lot 1, Block I" from the City of Brisbane to South Hill Properties, LLC.

Background:

This item was first heard by the City Council on April 7, 2014. The staff report from that meeting is attached.

Discussion:

Requested change in agreement language

The Council requested language requiring the Buyer to notify City and obtain our concurrence before performing any maintenance in the concrete vee ditch that runs along the west side of the parcel requested for purchase. Paragraph 7 of the Agreement was modified to include this requirement.

Relationship to future trail plans

At its April 17, 2014 meeting, Council asked for a copy of the future trail plans for this area. Three documents are attached to comply with this request; San Bruno Mountain State and County Park Master Plan (Fig. 3-1, with the proposed trail and trail access closest to the city parcel in question, as well as the location of Sheng Kee Bakery, highlighted in black), a Proposed Future SBM Trails near 201 South Hill orthodigital photo (at a scale of 1":1,840', with the same annotations), and the same orthodigital at a zoomed in scale of 1":420' (not annotated).

A review of these plans shows that the only future trail proposed near the parcel in question moves away from the former spur in the vicinity of our existing detention basin. It seems that the challenging elevation gain southwest of the vee ditch is a likely explanation for the trail's southwesterly movement along nearly the entire parcel requested for purchase.

Building permit information

The Council indicated a desire to review building permit information previously submitted by Sheng Kee Bakery. Six different pieces of information were provided and labelled "Planning".

- Planning 1 and 2 are photos of existing conditions from the front of the address, and from the street immediately southeast of the address.
- Planning 3 is a Planning Department created overlay of the applicant's proposed project onto an orthodigital photo of existing conditions.
- Planning 4 is the applicant's proposed site plan.
- Planning 5 is the proposed planting plan.
- Planning 6 is elevation views of the proposed expansion.

The Planning Director will be available at the Council meeting to answer any questions on the submitted information.

Images of existing conditions

There were numerous comments heard regarding the status and value of both the city's parcel and existing vegetation along the Sheng Kee Bakery street frontage. The attached iPad photos and Google Maps attempt to reflect current conditions:

- Photo 1 shows the former railroad spur and the track ballast left behind.
- Photo 2 shows the same conditions from a different perspective.
- Photo 3 shows where some grass and eucalyptus trees have grown in on the former spur.

- Photo 4 is a view facing north from the city's access to the detention basin.
- Photo 5 shows existing property frontage vegetation from the street.
- Photo 6 shows a small grove of trees at the SE end of the Sheng Kee Bakery existing frontage.
- Photo 7 is a zoomed in view of that grove, attempting to show that the trees are being choked by blackberry vines, with the northernmost tree in an extreme state of distress.

Fire Prevention Services Bureau plan review

The Council heard comments that a 100-foot fire code setback was required in this area. The Fire Marshal reviewed the fire department's conditions of approval, as well as applicable fire and Municipal Codes, and found no requirement for such a setback. The conditions of approval based on the first round of plan checks for the proposed building expansion were:

- Show a comprehensive fire department access plan.
- Show exiting.
- Provide water flow data with information verifying the required flow is available.
- Alter existing fire sprinklers and alarms to conform to NFPA 13 and 72.

The Fire Marshal will be available at the Council meeting to answer any questions on the submitted information.

Process for use of funds to be received if the sale is approved

Council asked for staff's recommendation regarding decision-making for use of the funds if the sale is approved. Staff's recommendation is that Council direct the below-listed appointed bodies to develop a proposed list of uses, including budget amounts, as candidate projects for the Council to consider:

- Complete Streets Safety Committee
- Open Space & Ecology Committee
- Parks & Recreation Commission

Council may wish to provide guidance that candidate projects will be evaluated based on their expected contribution to development of trails, access to San Bruno Mountain, improving pedestrian conditions, and any other criteria the Council deems appropriate.

Staff also notes that Mr. McIntire, Executive Director of San Bruno Mountain Watch, recommended Council reserve the use of these funds for the purchase of equivalent or higher value land/habitat.

Fiscal Impact:

The proposed sale would produce a one-time revenue to the city in the amount of \$293,059.70 (e.g., \$301,851.50 purchase price minus \$8,791.80 broker's sales commission).

Measure of Success

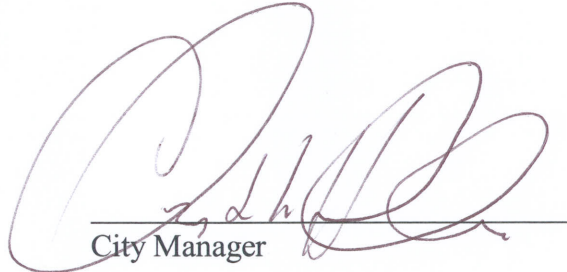
A decision by Council that responds definitively to the business' request, and if the decision is made to sell the parcel, general guidance on how a proposed list of uses of the revenue received will be developed for Council's future consideration.

Attachments:

- April 7, 2014 staff report
- Purchase and Sales Agreement (revised 4/15/14, see modified paragraph 7)
- San Bruno Mountain State and County Park Master Plan Fig. 3-1
- Proposed Future SBM Trails near 201 South Hill orthodigital photo (scale of 1":1,840')
- Proposed Future SBM Trails near 201 South Hill orthodigital photo (scale of 1":420')
- Planning 1-6
- Photo 1-7



Director of Public Works/City Engineer



City Manager

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

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SUBJECT: Sale of City Real Property – Lot 1, Block I

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City Council Goals:

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Purpose:

To obtain Council's approval to sell a portion of the former Southern Pacific Transportation Company's rail spur to an existing business in Crocker Industrial Park that owns the adjoining parcel.

Recommendation:

Approve the attached "Purchase and Sales Agreement" that transfers "Lot 1, Block I" from the City of Brisbane to South Hill Properties, LLC.

Background:

South Hill Properties operates a business as Sheng Kee Bakery at 201 South Hill Drive. Based on a desire to expand their facilities in Brisbane, the company had real estate brokers reach out to city staff to inquire about the possibility of purchasing the former rail spur that paralleled the western edge of their existing property. The general location of this undeveloped parcel requested for purchase is identified on the attached "201 South Hill" (2 pages).

Two issues dominated staff's review of this request and subsequent closed session conversations with Council; first, was the examination of any future "best" uses for this parcel; second, was the presence of existing city storm drain facilities.

The question on future best uses for this parcel was focused primarily on its potential use for access to San Bruno Mountain. As seen in the attached "Vicinity 201 South Hill" photo, this

parcel dead-ends at 201 South Hill, and does not provide any potential for future access to the mountain. A search of the paper trail of property transactions in this area revealed that Southern Pacific Transportation Company transferred the rail property in question to McKesson Corporation in the 1990s. In 1995, in an effort to comply with additional onsite parking requirements associated with a city-issued building permit, the property owner at 211 South Hill (immediately west of Sheng Kee Bakery) purchased the approximately 45' wide former rail spur contiguous to its western boundary. This land purchase and the city's approval of a lot line adjustment created the area of discontinuity in the former rail spur, which is shown on the "Vicinity 201 South Hill" photo.

While this discontinuity creates a moot point in the discussion of using this spur for effective trail access, it is informative to note that even if this discontinuity did not exist, the city's ownership of former rail spurs in this area ends just one parcel away (see "Vicinity 201 South Hill-wider view" photo).

The second issue considered during review of this request was the storm drain facilities. This matter is proposed to be resolved by requiring the purchaser to maintain the storm drain facilities, including providing permission for the city to inspect their compliance.

Discussion:

A valid argument can be made that selling a parcel the City is not presently using, and for which it has no identified future use, to accommodate this existing business' expansion will contribute to the positive economic development of Crocker Industrial Park. The concern the Council addressed during conversations with its real property negotiator was whether or not there were opportunities to use the revenue from this sale to make improvements for access to San Bruno Mountain in other areas (i.e., where discontinuities in parcel ownership did not prevent that).

Development of those other opportunities was not completed as part of this staff report, and may be items the Council wishes to refer to other standing committees/commissions for input to a future Council decision. Staff did confer with several employees of the San Mateo County Parks and Recreation Department, and the overwhelming response was that County Parks would be interested in assisting the City with any efforts to implement trail and trail access projects that are shown on the park's Existing Land Use or in its Master Plan.

Fiscal Impact:

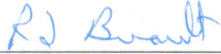
The proposed sale would produce a one-time revenue to the city in the amount of \$293,059.70 (e.g., \$301,851.50 purchase price minus \$8,791.80 broker's sales commission).

Measure of Success

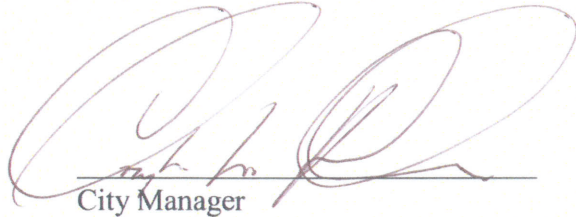
The sale of unutilized land with no identified future use, resulting in one-time revenue that the City can program as directed by the City Council.

Attachments:

- 201 South Hill orthodigital photo and copy of Assessor's Page 30 from Book 5
- Vicinity 201 South Hill orthodigital photo
- Vicinity 201 South Hill-wider view orthodigital photo
- Purchase and Sales Agreement



Director of Public Works/City Engineer



City Manager

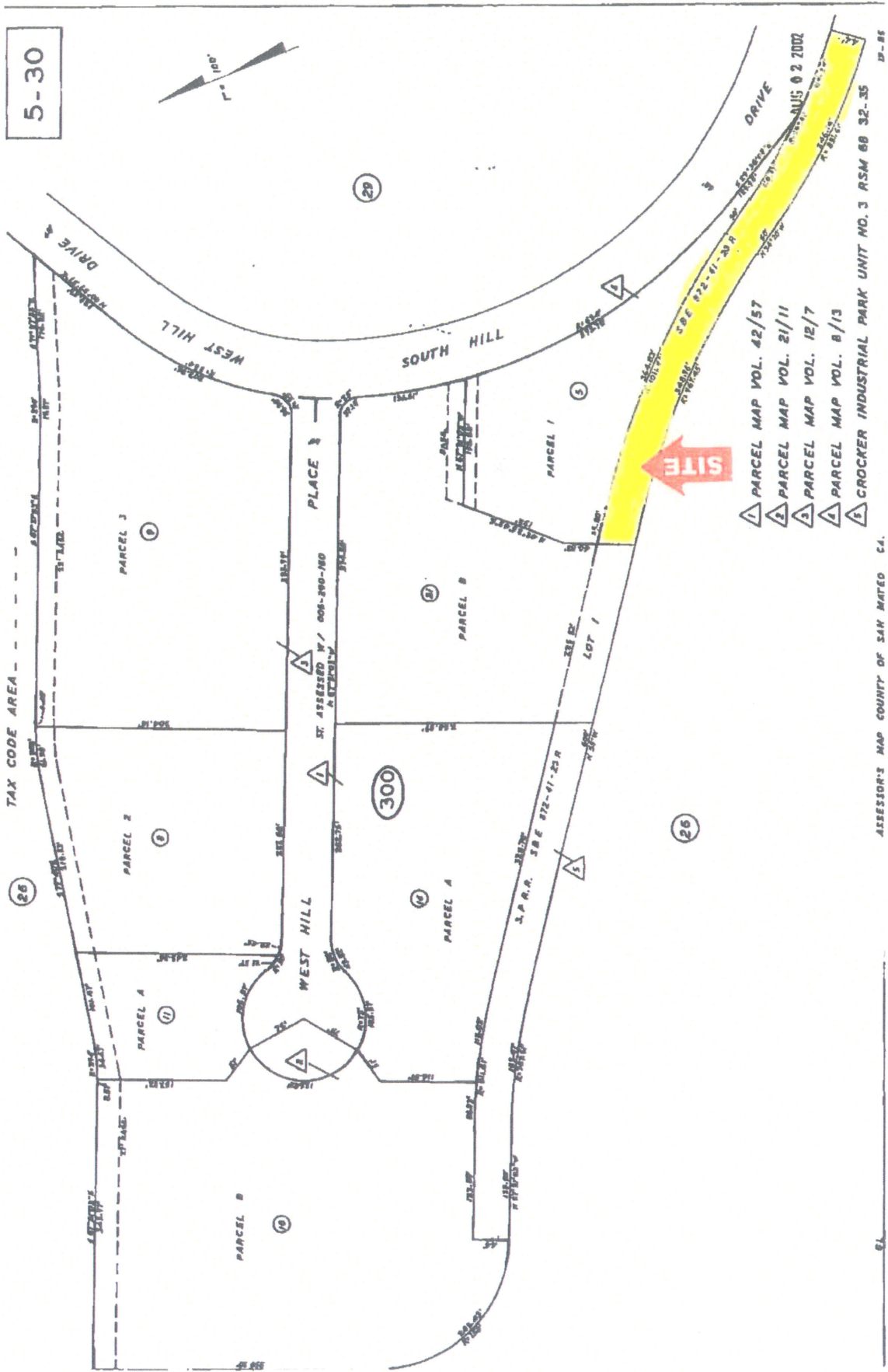
201 South Hill



0 65 130 260 Feet

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City of Phoenix
For Planning Purposes Only
Obtain a Revising Survey for Accurate Information

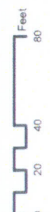


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An aerial photograph of an industrial area. A large, multi-story building with a brown roof is on the left. To its right is a smaller building with a white roof, labeled 'Sheng Kee Bakery'. Further right is a large, empty lot labeled 'Portion of city parcel to be sold'. A road runs along the top of the image. A green line, representing a trail, runs along the left side of the road and then curves around the buildings. A red line runs diagonally across the bottom right. A yellow callout box points to a gap in the green line, labeled 'Area where continuity of former SPRR trail is interrupted'.

Sheng Kee Bakery

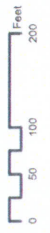
Portion of city parcel to be sold



Vicinity 201 South Hill-wider view



Extent of city owned former rail parcel parallel to West Hill Place



PURCHASE AND SALES AGREEMENT

Lot 1, 29,306 square feet (Exhibit A-Legal Description for Transfer Parcel and Exhibit B-Plat to Accompany Legal Description for Transfer Parcel)

This Purchase and Sales Agreement (Agreement) is made and entered into on this _____ day of _____, 2013 (Effective Date), by and between the CITY OF BRISBANE, ("CITY"), and South Hill Properties, LLC. ("BUYER"), collectively "PARTIES".

RECITAL

A. The CITY owns that certain real property described as "Lot 1, Block I" in the City of Brisbane, County of San Mateo, California, and more particularly described in Exhibit A, which is incorporated herein as if fully set forth, ("Property") which has been authorized to be disposed of pursuant to Chapter 761 of the Statutes of 2008.

B. BUYER has submitted the offer to purchase the Property, deemed commercially reasonable and acceptable to the City.

AGREEMENT

In consideration of the foregoing Recitals which are incorporated herein as if fully set forth and for other good and valuable consideration, the PARTIES agree as follows:

1. PROPERTY

1.1 Property. CITY agrees to sell and convey to BUYER, and BUYER agrees to purchase from CITY, the Property subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE

2.1 Purchase Price. The total purchase price to be paid by BUYER to CITY for Property shall be \$301,851.50 (Three Hundred and One Thousand, Eight Hundred and Fifty-One Dollars and Fifty Cents).

2.2 Deposit. BUYER will make a deposit of TEN THOUSAND AND NO/100 Dollars (\$10,000.00) as an initial deposit to be applied to the purchase at the close of escrow.

2.3 Terms of Payment. The total purchase price set forth in Section 2.1 above shall be delivered in cash at the close of escrow.

3. CONDITIONS OF SALE

3.1 Close of Escrow. The date upon which CITY executes this Agreement shall constitute the commencement of the one-hundred and eighty (180) day time frame within which BUYER shall perform its' due diligence and complete the purchase.

- 3.2 Buyer's Costs. BUYER shall pay all recording fees, documentary transfer taxes, escrow fees, policies of title insurance, and any other costs connected with the closing of this transaction.
- 3.3 Title and Escrow. Title to said Property shall pass immediately upon close of escrow. The issuance of any escrow instructions shall be the sole responsibility of the Title Company and shall govern the escrow. An escrow account will be opened by BUYER with First American Title Company (Escrow Holder) upon execution of this Agreement. Upon execution of this Agreement, CITY will request that the title company issue the Preliminary Title Report (the "Prelim") for the Property indicating any exceptions to title.
- 3.4 As-Is Purchase. BUYER acknowledges that BUYER is purchasing the Property solely in reliance on BUYER'S own investigations. Except as provided in paragraph 4.4, BUYER specifically acknowledges and agrees that CITY will sell and BUYER will purchase the Property on an "as-is with all faults" basis, and that BUYER, having been given the opportunity to inspect the Property and review information and documentation affecting the Property, including any investigations, studies or documents identified under Section 4.6 below, is not relying on any representations or warranties of any kind whatsoever, express or implied, from CITY or its agents as to any matters concerning the Property, including without limitation:
- (i) the quality, nature, adequacy, and physical condition of the Property including soils, geology, and any groundwater;
 - (ii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property;
 - (iii) the development potential of the Property and the Property's use, merchantability, fitness, suitability, value, or adequacy of the Property for any particular purpose;
 - (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property
- 3.4.2 the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity;
- 3.4.3 the presence of hazardous materials on, under, or about the Property or the adjoining or neighboring property;
- 3.4.4 the condition of title to the Property; and

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3.4.5 the economics of the operation of the Property. BUYER agrees to purchase the Property in the condition that it is in at close of escrow, subject, however, to BUYER'S right to terminate should the Property be damaged or destroyed by causes other than causes attributable to BUYER'S entry on the Property and inspections ordered by BUYER prior to close of escrow. BUYER shall be responsible at BUYER'S sole expense for all demolition and any hazardous materials remediation required to make Property usable for BUYER'S intended purpose.

3.5 Title Conditions. BUYER shall review the Prelim after receipt and bring any objections to CITY within 7 days.

3.6 No Buyer Exceptions. BUYER shall review any contingency related to title within the period specified in section 6.3.

3.7 Further Documents and Assurances. BUYER and CITY shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the escrow in condition for closing as and when required by this Agreement. BUYER and CITY agree to execute and deliver all further documents and instruments reasonably required by the escrow holder or Title Company. CITY shall deliver or cause to be delivered to escrow holder in time for delivery to BUYER at the closing an original ink signed Grant Deed, duly executed and in recordable form, conveying fee title to the Property to BUYER.

4. SELLER'S REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

In addition to any express agreements of CITY contained herein, the following constitute representations and warranties of CITY to BUYER, of this Agreement:

4.1 Reliability of Information. CITY obtained the information contained in this Agreement from sources deemed reliable; however, CITY makes no representations, warranties or guarantees as to the accuracy of the information provided. CITY provides the information solely as an aid to BUYER and BUYER should conduct its own investigations of the Property.

4.2 Authority of City. CITY is a government entity, duly organized and validly existing under the laws of the State of California. CITY has full power and authority to sell, and convey the Property to BUYER and to enter into and perform its obligations pursuant to this Agreement.

4.3 Taxes. The City of Brisbane is exempt from property taxes and assessments and none are or will be owing at close of escrow.

4.4 Disclosures. BUYER acknowledges that BUYER is purchasing the Property solely in reliance on BUYER'S own investigations and no representations or warranties of any

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kind whatsoever, expressed or implied, have been made by CITY, CITY'S agents, or brokers (if any), including in any investigations, studies or documents identified under Section 4.6 below.

4.5 Broker. Kidder Mathews is representing CITY and BUYER in regards to the transactions contemplated under this Agreement. . Agent is therefore a dual agent. CITY and BUYER shall each pay a sales commission of \$8,791.80 to Kidder Mathews at the close of escrow.

4.6 Absence of Fraud and Misleading Statements. To the best of CITY'S knowledge, no statement of CITY in this Agreement or in any document, certificate, or schedule furnished or to be furnished to BUYER pursuant hereto or in connection with the transaction contemplated hereby contains any untrue statement of material fact.

5. BUYERS REPRESENTATIONS AND WARRANTIES

In addition to any express agreements of BUYER contained herein, the following constitute representations and warranties of BUYER to CITY, of this Agreement:

5.1 Representations Regarding BUYER'S Authority.

- (i) BUYER has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated in this Agreement.
- (ii) The individual(s) executing this Agreement and the instruments referenced herein on behalf of BUYER have the legal power, right, and actual authority to bind BUYER to the terms and conditions hereof and thereof.
- (iii) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by BUYER in connection with this Agreement are and shall be, duly authorized, executed and delivered by BUYER and shall be valid, legally binding obligations of and enforceable against BUYER in accordance with their terms.
- (iv) No further approvals or actions are required for BUYER to consummate the transactions contemplated in this Agreement and BUYER has the funds necessary to consummate the transaction contemplated in this Agreement.

5.2 BUYER further acknowledges, represents and warrants that as of the close of escrow BUYER is aware of all zoning regulations, other governmental requirements, site and physical conditions, including the presence of hazardous materials or other adverse environmental conditions if any, and other matters affecting the use and condition of the Property.

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5.3 General Representation. No representation, warranty or statement of BUYER in this Agreement or in any document, certificate or schedule furnished or to be furnished to CITY pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading. BUYER'S representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the close of escrow with the same force and effect as if remade by BUYER in a separate certificate at that time. The truth and accuracy of BUYER'S representations and warranties made herein shall constitute a condition for the benefit of CITY to the close of escrow (as elsewhere provided herein) and shall not merge into the close of escrow or the recordation of the quitclaim in the Official Records, and shall survive the close of escrow.

6. DUE DILIGENCE

6.1 Buyer's Investigation of Property Condition. Real property often contains defects and conditions which are not readily apparent and which may affect the value or desirability of the Property. Therefore, it is the affirmative duty of BUYER to exercise reasonable care to discover those facts which are unknown to BUYER or within the diligent attention and observation of BUYER.

6.2 Buyer's Acceptance of Property Condition. BUYER'S acceptance of the condition of the Property is a condition to performance under this Agreement. Accordingly, BUYER shall have the right to conduct inspections, investigations, tests, surveys, and other studies at BUYER'S expense upon execution of a Right of Entry (ROE) from CITY in the form attached as Exhibit G. BUYER agrees to provide to CITY, at no cost, upon request of CITY, complete copies of all inspection reports obtained by BUYER concerning the Property. BUYER is strongly advised to exercise these rights and select professionals with appropriate qualifications to conduct inspections of the entire Property. If BUYER does not exercise these rights, BUYER is acting against the advice of CITY. BUYER shall provide to CITY in writing the identity of the contractor(s) or entity(s) conducting the inspections and the nature and scope of the inspections for inclusion in the ROE. CITY PROHIBITS ENTRY ONTO THE PROPERTY WITHOUT AN EXECUTED ROE. Subject to the terms of the ROE, the BUYER, its representatives, authorized agents, or contractors may enter on the Property to make such inspections of the Property provided that BUYER keeps the Property free of liens and repairs all damage to the Property resulting from such inspection(s).

6.3 Buyer's Inspection Period. The Due Diligence Period shall continue for a period of no more than one-hundred and eighty calendar days (180), commencing on the Effective Date of this Agreement. BUYER may waive all or a portion of the Due Diligence period by informing CITY of such waiver in writing.

6.4 Buyer's Removal or Waiver of Contingencies. BUYER shall, within one-hundred and eighty calendar (180) days of the Effective Date of this agreement, identify to CITY in writing any conditions related to the Property that BUYER desires CITY to resolve before close of escrow. CITY will notify BUYER in writing within seven business days after notice from BUYER what conditions related to the Property identified by BUYER the CITY is willing and able to resolve. If CITY is unwilling or unable to resolve some or all of the conditions identified by BUYER then BUYER must either remove or waive any and all of BUYER'S contingencies based on such conditions, if any, in writing and submit such written notification to CITY, or elect to terminate this Agreement. If BUYER has elected to terminate this Agreement then BUYER shall deliver to CITY a written termination notice no later than five days after CITY has notified BUYER of CITY unwillingness and/or inability to resolve BUYER's identified conditions.

If BUYER does not provide to CITY a written notice of the removal or waiver of its contingencies then BUYER shall have been deemed to have elected to terminate this Agreement and CITY shall deliver to BUYER a written termination notice no later than the Closing Date.

Upon termination BUYER and CITY shall be released from any obligation to proceed with the terms of this Agreement and neither party shall have a right to enforce this Agreement or pursue any claims related to this Agreement. Upon such termination BUYER and CITY shall be released from any obligation to proceed with the terms of this Agreement and neither party shall have a right to enforce this Agreement or pursue any claims related to this Agreement. Upon termination, the Deposit specified in section 2.2 shall be returned to BUYER.

6.5 Scope of Buyer's Investigations. BUYER agrees and warrants, or by the failure to do so shall have waived any rights to do so hereunder, that at close of escrow BUYER shall have investigated the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including but not limited to the following:

6.5.1 Lines and boundaries. Property lines and boundaries.

6.5.2 Waste disposal. Type, size, adequacy, and condition of sewer and/or septic systems and components.

6.5.3 Governmental requirements and limitations. Availability of required governmental permits, inspections, certificates, or other determinations affecting the Property, including historical significance. Any limitations, restrictions, zoning, building size requirements, or other requirements affecting the current or future use or development of the Property.

- 6.5.4 Rent and occupancy controls. Any restrictions that may limit the amount of rent that can legally be charged and the maximum number of persons who can lawfully occupy the Property.
- 6.5.5 Water and utilities; well systems and components. Availability, adequacy, and condition of public or private systems.
- 6.5.6 Environmental hazards. The presence of asbestos, formaldehyde, radon, methane, other gases, lead based paint, other lead contamination, fuel or chemical storage tanks, waste disposal sites, electromagnetic fields, and other substances, materials, products, or conditions.
- 6.5.7 Geologic conditions. Geologic/seismic conditions, soil stability/suitability, and drainage.
- 6.5.8 Neighborhood, area, subdivision requirements. Neighborhood or area conditions including schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development which may affect noise, view or traffic; airport noise; and noise or odor from any source, wild or domestic.
- 6.5.9 Matters of record. Covenants, conditions, and restrictions; deed restrictions; easements; and other title encumbrances of record.
- 6.5.10 Other matters. Any and all other matters such as availability of suitable public infrastructure, assessment, other special service districts, and soil or other conditions on the Property, not herein listed, which are or may be pertinent to BUYER'S purpose for acquiring the Property.

7. MAINTENANCE OF DRAINAGE CANAL

BUYER shall be responsible for the regular cleaning, maintenance and repair of the drainage canal that runs the entire length of the western edge of the property. The BUYER shall provide verification to the CITY on September 1 annually that the drainage canal is properly maintained and functional, and shall permit the City to physically enter upon the property and confirm that necessary maintenance has been performed. BUYER shall execute a ROE in the form attached as Exhibit C at close of escrow. BUYER'S obligation to clean, maintain and repair the drainage canal shall run with the property and any subsequent purchaser shall be required to assume all of BUYER'S responsibilities pursuant to the agreement.

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8. ACCESS AND STORM DRAIN PIPE EASEMENT

BUYER shall provide CITY a non-exclusive easement for City to access its existing storm drain detention basin for purposes of operation, maintenance and repair or reconstruction, more particularly described in Exhibit E, which is incorporated herein as if fully set forth.

BUYER shall provide CITY an exclusive easement for the existing City storm drain pipe for purposes of operation, maintenance and repair or reconstruction, more particularly described in Exhibit F, which is incorporated herein as if fully set forth.

9. INDEMNIFICATION

BUYER shall defend, indemnify, and hold the CITY harmless from and against any and all claims, liabilities, obligations, losses, damages, costs, and expenses, including, but not limited to, attorney's fees, court costs, and litigation expenses that CITY may incur or sustain by reason of or in connection with any misrepresentation made by the BUYER pursuant to this Agreement or by BUYER or BUYER'S representatives, authorized agents, or contractors exercise of rights under section 6.5 of this Agreement.

10. PRIOR AGREEMENTS

This Agreement, in effect as of the Date of Agreement, supersedes any and all prior agreements between CITY and BUYER regarding the Property.

11. NOTICES

Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by wire or other telegraphic communication in the manner provided in this Agreement, to the following persons:

TO CITY: PUBLIC WORKS DEPARTMENT
CITY OF BRISBANE
50 PARK PLACE
BRISBANE, CA 94005

ATTN: Randy Breault, Director of Public Works/City Engineer

TO BUYER: SOUTH HILL PROPERTIES, LLC
201 SOUTH HILL DRIVE
BRISBANE, CA 94005

ATTN: Mark Kao
FAX: 650.588.8676

Handwritten initials "H.C."

12. CALCULATION OF TIME

Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

13. TIME OF ESSENCE

Time is of the essence of this Agreement and each and every provision hereof.

14. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement of the PARTIES hereto regarding the purchase and sale of the Property and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.

15. AMENDMENTS

This Agreement may not be modified or amended except in writing the PARTIES.

16. APPLICABLE LAW

The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.

17. SEVERABILITY

Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

18. SEPARATE COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

19. EXHIBITS

The following Exhibits are attached to this Agreement and incorporated by reference herein.

Exhibit A: Legal Description for Transfer Parcel

Exhibit B: Plat to Accompany Legal Description for Transfer Parcel

Exhibit C: Right of Entry Form (to benefit City of Brisbane for post-purchase drainage ditch maintenance inspections)

Exhibit D: Form of Deed

Exhibit E: Non-Exclusive Storm Drain Detention Basin Access Easement

Exhibit F: 20' Exclusive Storm Drain Pipe Easement

Exhibit G: Right of Entry Form (to benefit of South Hill Properties for pre-purchase inspection)

20. SURVIVAL

All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to close of escrow shall survive close of escrow and transfer of title to BUYER and shall continue to be binding on the respective obligated party in accordance with their terms. All representations and warranties and statements made by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the close of escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the close of escrow, or, to the extent the context requires, beyond any termination of this Agreement.

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

BUYER

Date: Feb. 13th 2014

By: Hui-Chin Chang
Signature

HUI-CHIN CHANG
Print Name

Trustee of
Title

CITY

Date: _____

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM

By: _____

Brisbane City Attorney

dl.

EXHIBIT "A"
Legal Description for Transfer Parcel
201 South Hill Drive
Brisbane, CA

All that real property situated in the City of Brisbane, County of San Mateo, State of California, being a portion of LOT 1, BLOCK "I", as shown on that map entitled, "TRACT NO. 852, CROCKER INDUSTRIAL PARK, UNIT NO. 3", recorded December 27, 1968, in Volume 68 of Maps at Pages 32, 33, 34, and 35, inclusive, Records of San Mateo County, more particularly described as follows:

BEGINNING on the Northeasterly boundary of said Lot 1, Block "I", said Point of Beginning lying at the most Southerly corner of Parcel "B", as shown on that certain Parcel Map entitled, "BEING A RESUBDIVISION OF PARCEL 2, VOLUME 8 OF PARCEL MAPS AT PAGE 13 AND PARCEL C AT VOLUME 21 OF PARCEL MAPS AT PAGE 11", recorded June 27, 1978, in Volume 42 of Parcel Maps at Page 57, Records of San Mateo County; thence along the projection of the Easterly boundary of said Parcel "B", South 22°38'57" West, 45.04 feet to the Southwesterly boundary of said Lot 1, Block "I"; thence along said Southwesterly boundary the following four (4) courses:

- 1) South 55°00'00" East, 36.17 feet;
- 2) along a tangent curve concave to the southwest, having a radius of 967.45 feet, through a central angle of 20°40'00", an arc length of 348.96 feet;
- 3) South 34°20'00" East, 50.00 feet;
- 4) along a tangent curve concave to the northeast, having a radius of 831.61 feet, through a central angle of 13°28'53", an arc length of 195.67 feet;

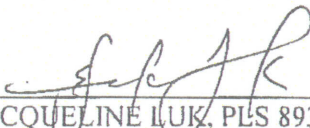
thence leaving said Southwesterly boundary through the interior of said Lot 1, North 43°17'00" East, 19.00 feet to the beginning of a non-tangent curve having a radius of 812.61 feet and concave to the northeast; a radial line through said beginning of curve bears South 42°09'35" West; thence along said curve through a central angle of 03°27'04", an arc length of 48.95 feet to the Southeasterly boundary of said Lot 1; thence along said Southeasterly boundary North 38°42'30" East, 25.00 feet to the Northeasterly boundary of said Lot 1; thence along said Northeasterly boundary the following four (4) courses:

- 1) along a non-tangent curve having a radius of 787.61 feet and concave to the northeast, a radial line through the beginning of said curve bears South 38°42'30" West, through a central angle of 16°57'30", an arc length of 233.11 feet;
- 2) North 34°20'00" West, 50.00 feet;
- 3) along a tangent curve concave to the southwest, having a radius of 1011.45 feet, through a central angle of 20°40'00", an arc length of 364.83 feet;
- 4) North 55°00'00" West, 45.80 feet to the Point of Beginning.

CONTAINING 29,306 square feet, more or less.

The basis of bearings for this description is the bearing of the centerline of West Hill Place, taken as North 67°21'03" West, as shown on that certain Parcel Map recorded in Volume 8 of Parcel Maps, Page 13, San Mateo County Records.

PREPARED BY LUK AND ASSOCIATES


JACQUELINE LUK, PLS 8934

DATE: 2-13-14



This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

BASIS OF BEARINGS

THE BEARING OF THE CENTERLINE OF WEST HILL PLACE, TAKEN AS NORTH 67°21'03" WEST, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN VOLUME 8 OF PARCEL MAPS, PAGE 13, SAN MATEO COUNTY RECORDS, AS DETERMINED FROM THE FOUND IRON PIN MONUMENT AT THE CUL-DE-SAC OF WEST HILL PLACE AND THE FOUND IRON PIN MONUMENT AT THE INTERSECTION OF WEST HILL PLACE AND SOUTH HILL DRIVE.

FOUND IRON PIN
MONUMENT PER
8 PM 13

FOUND IRON PIN
MONUMENT PER
8 PM 13

WEST HILL PLACE
BASIS OF BEARINGS

N24°57'45"E
182.04'(TIE)

158.88'

S67°21'03"E

APN 005-300-210
PARCEL B
42 PM 57

APN 005-300-050
PARCEL 1
8 PM 13

N42°25'43"E
132.00'

P.O.B.
40.80'

SOUTH HILL DRIVE

L=303.70'
R=634.00'
Δ=35°34'46"



JACQUELINE LUK, PLS 8934

LINE AND CURVE DATA INFORMATION

LINE TABLE	
LINE	BEARING
L1	N38°42'30"E
L2	N43°17'00"E
L3	S34°20'00"E
L4	S55°00'00"E
L5	N22°38'57"E
L6	N55°00'00"W
L7	N34°20'00"W

CURVE TABLE		
CURVE	RADIUS	DELTA
C1	787.61'	08°19'04"
C2	812.61'	03°27'04"
C3	787.61'	08°38'26"
C4	831.61'	13°28'53"
C5	967.45'	20°40'00"
C6	1011.45'	20°40'00"

RADIAL BEARING TABLE	
RADIAL LINE	BEARING
R1	S42°09'35"W
R2	S38°42'30"W

LEGEND

- TRANSFER PARCEL
- RIGHT-OF-WAY LINE
- ADJOINER LOT LINE
- STREET CENTERLINE
- OLD LOT LINE
- FOUND MONUMENT
- SQUARE FEET MORE OR LESS
- MAPS
- PARCEL MAPS
- ASSESSOR'S PARCEL NUMBER
- POINT OF BEGINNING

TRANSFER PARCEL
29,306 S.F.±

LOT 1, BLOCK 7
TRACT NO. 862
C4 88 M 32

EXHIBIT "B" **PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR TRANSFER PARCEL 201 SOUTH HILL DRIVE**

CITY OF BRISBANE, SAN MATEO COUNTY,
STATE OF CALIFORNIA
OCTOBER 2013 SCALE: 1"=80'

Prepared By
Luk and Associates
Civil Engineers - Land Planners - Land Surveyors
738 Alfred Nobel Drive
Hercules, California 94547
PHONE: (510) 724-3388

--
Lot name: TRANSPCL

North: 2080008.0947 East: 6005134.6889
Line Course: S 22-38-57 W Length: 45.04
North: 2079966.5281 East: 6005117.3446
Line Course: S 55-00-00 E Length: 36.17
North: 2079945.7819 East: 6005146.9733
Curve Length: 348.96 Radius: 967.45
Delta: 20-40-00 Tangent: 176.40
Chord: 347.07 Course: S 44-40-00 E
Course In: S 35-00-00 W Course Out: N 55-40-00 E
RP North: 2079153.2932 East: 6004592.0668
End North: 2079698.9427 East: 6005390.9569
Line Course: S 34-20-00 E Length: 50.00
North: 2079657.6542 East: 6005419.1572
Curve Length: 195.67 Radius: 831.61
Delta: 13-28-53 Tangent: 98.29
Chord: 195.22 Course: S 41-04-27 E
Course In: N 55-40-00 E Course Out: S 42-11-07 W
RP North: 2080126.6877 East: 6006105.8761
End North: 2079510.4857 East: 6005547.4237
Line Course: N 43-17-00 E Length: 19.00
North: 2079524.3172 East: 6005560.4502
Curve Length: 48.95 Radius: 812.61
Delta: 3-27-04 Tangent: 24.48
Chord: 48.94 Course: S 49-33-58 E
Course In: N 42-09-35 E Course Out: S 38-42-30 W
RP North: 2080126.6860 East: 6006105.8738
End North: 2079492.5762 East: 6005597.7011
Line Course: N 38-42-30 E Length: 25.00
North: 2079512.0846 East: 6005613.3350
Curve Length: 114.34 Radius: 787.61
Delta: 8-19-04 Tangent: 57.27
Chord: 114.24 Course: N 47-07-58 W
Course In: N 38-42-30 E Course Out: S 47-01-34 W
RP North: 2080126.6878 East: 6006105.8718
End North: 2079589.8023 East: 6005529.6049
Curve Length: 118.77 Radius: 787.61
Delta: 8-38-26 Tangent: 59.50
Chord: 118.66 Course: N 38-39-13 W
Course In: N 47-01-34 E Course Out: S 55-40-00 W
RP North: 2080126.6885 East: 6006105.8711
End North: 2079682.4682 East: 6005455.4886
Line Course: N 34-20-00 W Length: 50.00
North: 2079723.7567 East: 6005427.2882
Curve Length: 364.83 Radius: 1011.45
Delta: 20-40-00 Tangent: 184.42
Chord: 362.86 Course: N 44-40-00 W
Course In: S 55-40-00 W Course Out: N 35-00-00 E

RP North: 2079153.2923 East: 6004592.0629
End North: 2079981.8259 East: 6005172.2045
Line Course: N 55-00-00 W Length: 45.80
North: 2080008.0957 East: 6005134.6874

Perimeter: 1462.54 Area: 29,305.80 sq.ft. 0.67 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0018 Course: N 55-58-14 W
Error North: 0.00102 East: -0.00151
Precision 1: 801,159.76

EXHIBIT C

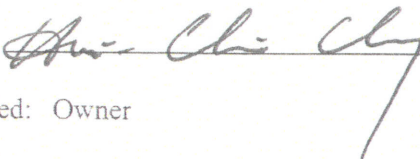
Address: Lot 1, 29,306 square feet (Exhibit A legal description for Transfer Parcel and Exhibit B – plot to accompany legal description for Transfer Parcel)

RIGHT OF ENTRY

Permission is hereby granted by South Hill Properties, LLC ("Owner") to the City of Brisbane, its contractors, officers, agents, and/or employees (collectively referred to as "City") to enter upon the property described as Lot 1, 29,306 square feet (Exhibit A legal description for Transfer Parcel and Exhibit B – plot to accompany legal description for Transfer Parcel) for the purpose of inspecting the drainage ditch that runs along the western border of the property and to confirm that maintenance and repair of the drainage ditch is acceptable to the City. This right of entry is attached to the property and shall continue if the property is transferred or sold.

City hereby agrees to indemnify and hold harmless Owner for any and all personal injury or property damage claims arising as a result of the performance of the inspections of the drainage ditch, with respect to the right of entry set forth hereinabove.

It is understood and agreed that by granting this right of entry Owner does not waive, in any way, any right of ownership of such land.

By:  Date: 2-13-2014

Accepted: Owner

By: _____ Date: _____
Public Works Department

Approved as to Form:

By: _____ Date: _____
Brisbane City Attorney

EXHIBIT D

RECORDING REQUESTED BY:

AFTER RECORDATION, MAIL TO:

THIS SPACE FOR RECORDER'S USE

Grant Deed

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
Documentary transfer tax is: \$0.00.

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area: ☐ City of _____, and

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

GRANTOR:

The City of Brisbane

HEREBY GRANTS TO:

that certain real property in the City of Brisbane, County of San Mateo, State of California, located at _____, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

Dated: _____

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____

the undersigned Notary Public, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

EXHIBIT "E"
Legal Description for a
Non-Exclusive Storm Drain Detention Basin Access Easement
201 South Hill Drive
Brisbane, CA

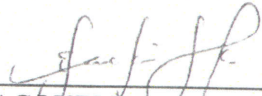
An non-exclusive easement in favor of the City of Brisbane to access an existing storm drain detention basin for the purposes of operation, maintenance, and repair or reconstruction, over, upon and across real property situated in the City of Brisbane, County of San Mateo, State of California, being a portion of LOT 1, BLOCK "I", as shown on that map entitled, "TRACT NO. 852, CROCKER INDUSTRIAL PARK, UNIT NO. 3", recorded December 27, 1968, in Volume 68 of Maps at Pages 32, 33, 34, and 35, inclusive, Records of San Mateo County, more particularly described as follows:

COMMENCING at the most easterly corner of said Lot 1, Block "I"; thence along the Northeasterly boundary of said Lot 1, along a curve having a radius of 787.61 feet, concave to the northeast, a radial line through the beginning of said curve bears South 38°42'30" West, through a central angle of 01°27'18", an arc length of 20.00 feet to the TRUE POINT OF BEGINNING; thence continuing along the Northeasterly boundary of said Lot 1, along said curve having a radius of 787.61 feet, concave to the northeast, through a central angle of 02°41'17", an arc length of 36.95 feet; thence South 43°17'00" West, 44.00 feet to a point on the Southwesterly boundary of said Lot 1, from which point a radial line bears South 42°52'27" West; thence southeasterly along said Southwesterly boundary, along a curve having a radius of 831.61 feet, concentric with said Northeasterly boundary and 44.00 feet southwesterly, right angle measure, through a central angle of 00°41'20", an arc length of 10.00 feet; thence North 43°17'00" East, 19.00 feet to a point on a curve concentric with said Northeasterly boundary and 25.00 feet southwesterly, right angle measure, from which point a radial line bears South 42°09'35" West; thence southeasterly along said curve having a radius of 812.61 feet, through a central angle of 02°02'28", an arc length of 28.95 feet; thence North 38°42'30" East, 25.01 feet to the TRUE POINT OF BEGINNING.

CONTAINING 1,139 square feet, more or less.

The basis of bearings for this description is the bearing of the centerline of West Hill Place, taken as North 67°21'03" West, as shown on that certain Parcel Map recorded in Volume 8 of Parcel Maps, Page 13, San Mateo County Records.

PREPARED BY LUK AND ASSOCIATES



JACQUELINE LUK, PLS 8934

DATE: March 10, 2014

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.



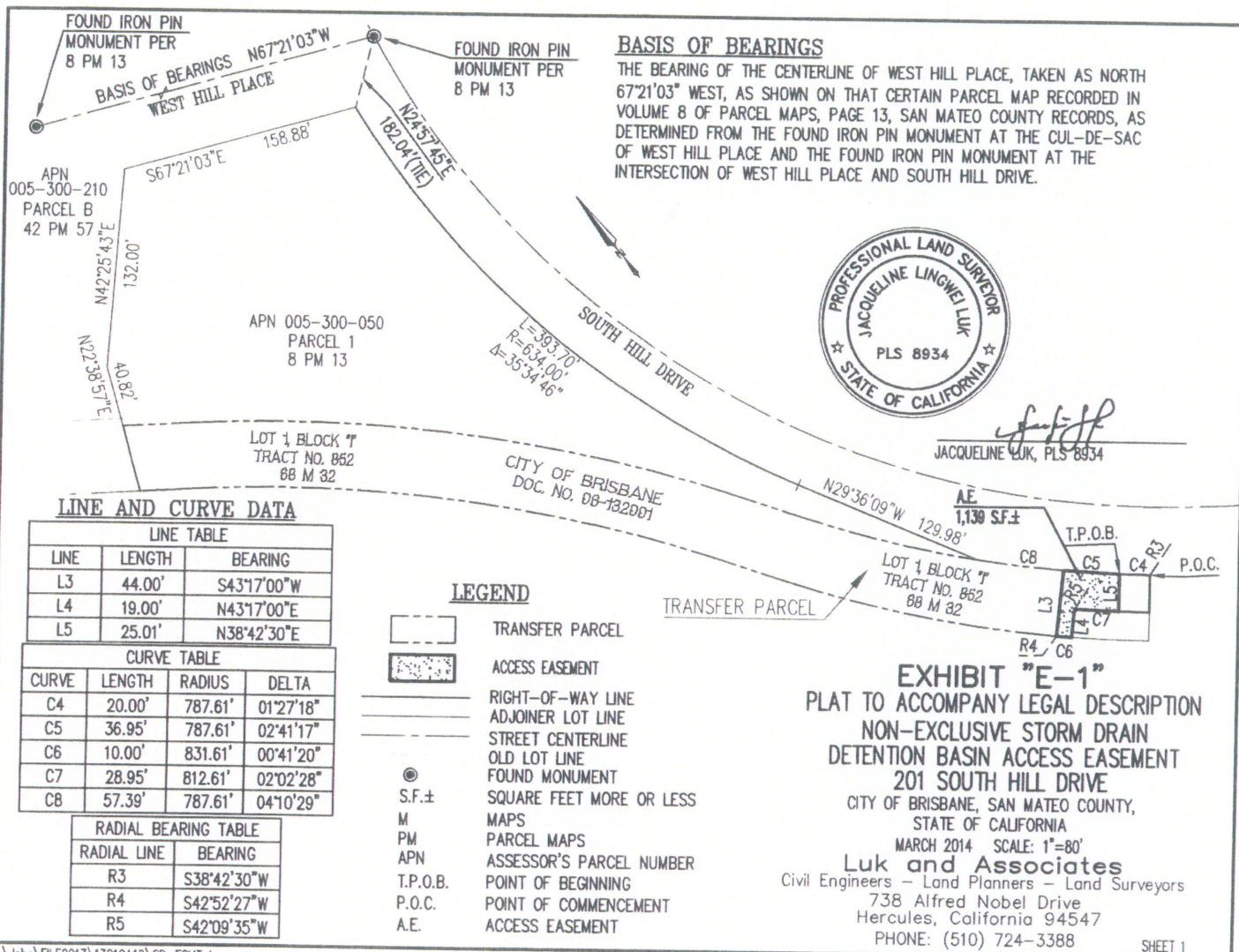


EXHIBIT "F"
Legal Description for a
Storm Drain Pipe Easement
201 South Hill Drive
Brisbane, CA

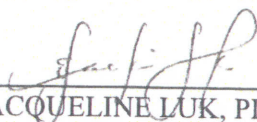
An exclusive easement in favor of the City of Brisbane for an existing city storm drain pipe for the purposes of operation, maintenance, and repair or reconstruction, over, upon and across real property situated in the City of Brisbane, County of San Mateo, State of California, being a portion of LOT 1, BLOCK "I", as shown on that map entitled, "TRACT NO. 852, CROCKER INDUSTRIAL PARK, UNIT NO. 3", recorded December 27, 1968, in Volume 68 of Maps at Pages 32, 33, 34, and 35, inclusive, Records of San Mateo County, more particularly described as follows:

BEGINNING at the most easterly corner of said Lot 1, Block "I"; thence along the Northeasterly boundary of said Lot 1, along a curve having a radius of 787.61 feet, concave to the northeast, a radial line through the beginning of said curve bears South 38°42'30" West, through a central angle of 01°27'18", an arc length of 20.00 feet; thence South 38°42'30" West, 25.01 feet; thence southeasterly along a curve concentric with said Northeasterly boundary, and 25.00 feet southwesterly, right angle measure, having a radius of 812.61 feet; a radial line through the beginning of which curve bears South 40°07'07" West; through a central angle of 01°24'37", an arc length of 20.00 feet to the Southeasterly boundary of said Lot 1; thence along said Southeasterly boundary North 38°42'30" East, 25.00 feet to the POINT OF BEGINNING.

CONTAINING 500 square feet, more or less.

The basis of bearings for this description is the bearing of the centerline of West Hill Place, taken as North 67°21'03" West, as shown on that certain Parcel Map recorded in Volume 8 of Parcel Maps, Page 13, San Mateo County Records.

PREPARED BY LUK AND ASSOCIATES



JACQUELINE LUK, PLS 8934

DATE: March 4, 2014



This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

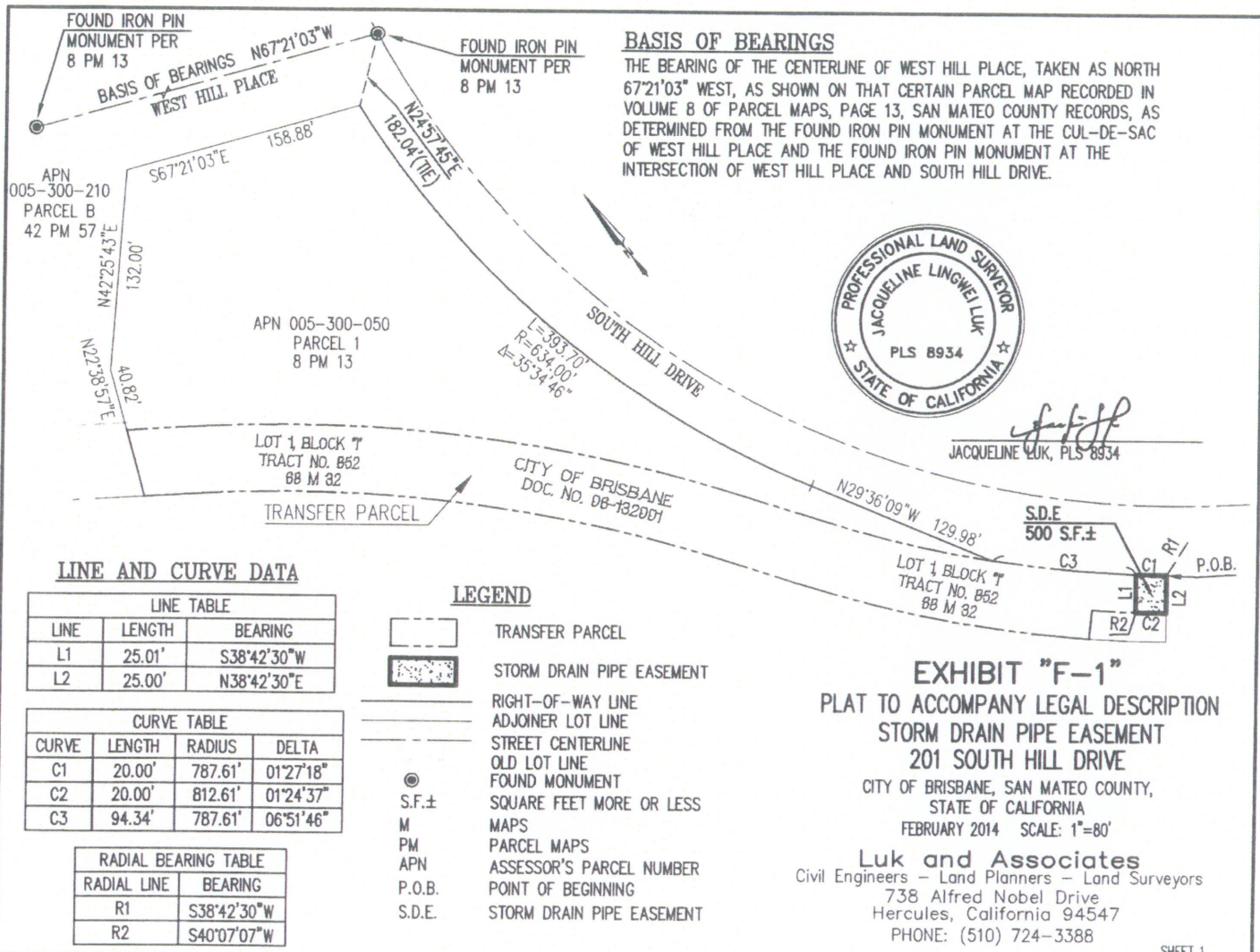


EXHIBIT G

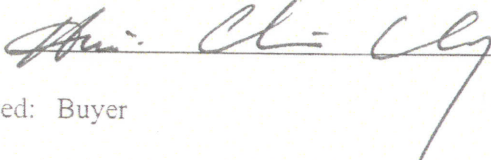
Address: Lot 1, 29,306 square feet (Exhibit A legal description for Transfer Parcel and Exhibit B – plot to accompany legal description for Transfer Parcel)

RIGHT OF ENTRY

Permission is hereby granted by The City of Brisbane ("Buyer"), its contractors, officers, agents, and/or employees (collectively referred to as "Buyer") to enter upon the property described as Lot 1, 29,306 square feet (Exhibit A legal description for Transfer Parcel and Exhibit B – plot to accompany legal description for Transfer Parcel) for the purpose conducting inspections; investigations, tests, surveys, and other studies pursuant to pre-purchase due diligence of real property.

Buyer hereby agrees to indemnify and hold harmless The City for any and all personal injury or property damage claims arising as a result of the performance of the inspections of the drainage ditch, with respect to the right of entry set forth hereinabove.

It is understood and agreed that by granting this right of entry The City does not waive, in any way, any right of ownership of such land.

By: 

Date: 2-13-14

Accepted: Buyer

By: _____
Public Works Department

Date: _____

Approved as to Form:

By: _____
Brisbane City Attorney

Date: _____
:

PURCHASE AND SALES AGREEMENT

Lot 1, 29,306 square feet (Exhibit A-Legal Description for Transfer Parcel and Exhibit B-Plat to Accompany Legal Description for Transfer Parcel)

This Purchase and Sales Agreement (Agreement) is made and entered into on this _____ day of _____, 2014 (Effective Date), by and between the CITY OF BRISBANE, ("CITY"), and South Hill Properties, LLC. ("BUYER"), collectively "PARTIES".

RECITAL

A. The CITY owns that certain real property described as "Lot 1, Block I" in the City of Brisbane, County of San Mateo, California, and more particularly described in Exhibit A, which is incorporated herein as if fully set forth, ("Property") which has been authorized to be disposed of pursuant to Chapter 761 of the Statutes of 2008.

B. BUYER has submitted the offer to purchase the Property, deemed commercially reasonable and acceptable to the City.

AGREEMENT

In consideration of the foregoing Recitals which are incorporated herein as if fully set forth and for other good and valuable consideration, the PARTIES agree as follows:

1. PROPERTY

1.1 Property. CITY agrees to sell and convey to BUYER, and BUYER agrees to purchase from CITY, the Property subject to the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE

2.1 Purchase Price. The total purchase price to be paid by BUYER to CITY for Property shall be \$301,851.50 (Three Hundred and One Thousand, Eight Hundred and Fifty-One Dollars and Fifty Cents).

2.2 Deposit. BUYER will make a deposit of TEN THOUSAND AND NO/100 Dollars (\$10,000.00) as an initial deposit to be applied to the purchase at the close of escrow.

2.3 Terms of Payment. The total purchase price set forth in Section 2.1 above shall be delivered in cash at the close of escrow.

3. CONDITIONS OF SALE

3.1 Close of Escrow. The date upon which CITY executes this Agreement shall constitute the commencement of the one-hundred and eighty (180) day time frame within which BUYER shall perform its' due diligence and complete the purchase.

3.2 Buyer's Costs. BUYER shall pay all recording fees, documentary transfer taxes, escrow fees, policies of title insurance, and any other costs connected with the closing of this transaction.

3.3 Title and Escrow. Title to said Property shall pass immediately upon close of escrow. The issuance of any escrow instructions shall be the responsibility of the Title Company and shall govern the escrow. An escrow account will be opened by Buyer with First American Title Company (Escrow Holder) upon execution of this Agreement. Upon execution of this Agreement, CITY will request that the title company issue the Preliminary Title Report (the "Prelim") for the Property indicating any exceptions to title.

3.4 As-Is Purchase. BUYER acknowledges that BUYER is purchasing the Property solely in reliance on BUYER'S own investigations. Except as provided in paragraph 4.4, BUYER specifically acknowledges and agrees that CITY will sell and BUYER will purchase the Property on an "as-is with all faults" basis, and that BUYER, having been given the opportunity to inspect the Property and review information and documentation affecting the Property, including any investigations, studies or documents identified under Section 4.6 below, is not relying on any representations or warranties of any kind whatsoever, express or implied, from CITY or its agents as to any matters concerning the Property, including without limitation:

- (i) the quality, nature, adequacy, and physical condition of the Property including soils, geology, and any groundwater;
- (ii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Property;
- (iii) the development potential of the Property and the Property's use, merchantability, fitness, suitability, value, or adequacy of the Property for any particular purpose;
- (iv) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property

3.4.2 the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity;

3.4.3 the presence of hazardous materials on, under, or about the Property or the adjoining or neighboring property;

3.4.4 the condition of title to the Property; and

3.4.5 the economics of the operation of the Property. BUYER agrees to purchase the Property in the condition that it is in at close of escrow, subject, however, to BUYER'S right to terminate should the Property be damaged or destroyed by causes other than causes attributable to BUYER'S entry on the Property and inspections ordered by BUYER prior to close of escrow. BUYER shall be responsible at BUYER'S sole expense for all demolition and any hazardous materials remediation required to make Property usable for BUYER'S intended purpose.

3.5 Title Conditions. BUYER shall review the Prelim after receipt and bring any objections to CITY within 7 days.

3.6 No Buyer Exceptions. BUYER shall review any contingency related to title within the period specified in section 6.3.

3.7 Further Documents and Assurances. BUYER and CITY shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the escrow in condition for closing as and when required by this Agreement. BUYER and CITY agree to execute and deliver all further documents and instruments reasonably required by the escrow holder or Title Company. CITY shall deliver or cause to be delivered to escrow holder in time for delivery to BUYER at the closing an original ink signed Grant Deed, duly executed and in recordable form, conveying fee title to the Property to BUYER.

4. SELLER'S REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

In addition to any express agreements of CITY contained herein, the following constitute representations and warranties of CITY to BUYER, of this Agreement:

4.1 Reliability of Information. CITY obtained the information contained in this Agreement from sources deemed reliable; however, CITY makes no representations, warranties or guarantees as to the accuracy of the information provided. CITY provides the information solely as an aid to BUYER and BUYER should conduct its own investigations of the Property.

4.2 Authority of City. CITY is a government entity, duly organized and validly existing under the laws of the State of California. CITY has full power and authority to sell, and convey the Property to BUYER and to enter into and perform its obligations pursuant to this Agreement.

4.3 Taxes. The City of Brisbane is exempt from property taxes and assessments and none are or will be owing at close of escrow.

4.4 Disclosures. BUYER acknowledges that BUYER is purchasing the Property solely in reliance on BUYER'S own investigations and no representations or warranties of any

kind whatsoever, expressed or implied, have been made by CITY, CITY'S agents, or brokers (if any), including in any investigations, studies or documents identified under Section 4.6 below.

4.5 Broker. Kidder Mathews is representing CITY and BUYER in regards to the transactions contemplated under this Agreement. Agent is therefore a dual agent. CITY and BUYER shall each pay a sales commission of \$8,791.80 to Kidder Matthews at the close of escrow.

4.6 Absence of Fraud and Misleading Statements. To the best of CITY'S knowledge, no statement of CITY in this Agreement or in any document, certificate, or schedule furnished or to be furnished to BUYER pursuant hereto or in connection with the transaction contemplated hereby contains any untrue statement of material fact.

5. BUYERS REPRESENTATIONS AND WARRANTIES

In addition to any express agreements of BUYER contained herein, the following constitute representations and warranties of BUYER to CITY, of this Agreement:

5.1 Representations Regarding BUYER'S Authority.

- (i) BUYER has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated in this Agreement.
- (ii) The individual(s) executing this Agreement and the instruments referenced herein on behalf of BUYER have the legal power, right, and actual authority to bind BUYER to the terms and conditions hereof and thereof.
- (iii) This Agreement is, and all other instruments, documents and agreements required to be executed and delivered by BUYER in connection with this Agreement are and shall be, duly authorized, executed and delivered by BUYER and shall be valid, legally binding obligations of and enforceable against BUYER in accordance with their terms.
- (iv) No further approvals or actions are required for BUYER to consummate the transactions contemplated in this Agreement and BUYER has the funds necessary to consummate the transaction contemplated in this Agreement.

5.2 BUYER further acknowledges, represents and warrants that as of the close of escrow BUYER is aware of all zoning regulations, other governmental requirements, site and physical conditions, including the presence of hazardous materials or other adverse environmental conditions if any, and other matters affecting the use and condition of the Property.

5.3 General Representation. No representation, warranty or statement of BUYER in this Agreement or in any document, certificate or schedule furnished or to be furnished to CITY pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements or facts contained therein not misleading. BUYER'S representations and warranties made in this Agreement shall be continuing and shall be true and correct as of the date of the close of escrow with the same force and effect as if remade by BUYER in a separate certificate at that time. The truth and accuracy of BUYER'S representations and warranties made herein shall constitute a condition for the benefit of CITY to the close of escrow (as elsewhere provided herein) and shall not merge into the close of escrow or the recordation of the quitclaim in the Official Records, and shall survive the close of escrow.

6. DUE DILIGENCE

6.1 Buyer's Investigation of Property Condition. Real property often contains defects and conditions which are not readily apparent and which may affect the value or desirability of the Property. Therefore, it is the affirmative duty of BUYER to exercise reasonable care to discover those facts which are unknown to BUYER or within the diligent attention and observation of BUYER.

6.2 Buyer's Acceptance of Property Condition. BUYER'S acceptance of the condition of the Property is a condition to performance under this Agreement. Accordingly, BUYER shall have the right to conduct inspections, investigations, tests, surveys, and other studies at BUYER'S expense upon execution of a Right of Entry (ROE) from CITY in the form attached as Exhibit C. BUYER agrees to provide to CITY, at no cost, upon request of CITY, complete copies of all inspection reports obtained by BUYER concerning the Property. BUYER is strongly advised to exercise these rights and select professionals with appropriate qualifications to conduct inspections of the entire Property. If BUYER does not exercise these rights, BUYER is acting against the advice of CITY. BUYER shall provide to CITY in writing the identity of the contractor(s) or entity(s) conducting the inspections and the nature and scope of the inspections for inclusion in the ROE. CITY PROHIBITS ENTRY ONTO THE PROPERTY WITHOUT AN EXECUTED ROE. Subject to the terms of the ROE, the BUYER, its representatives, authorized agents, or contractors may enter on the Property to make such inspections of the Property provided that BUYER keeps the Property free of liens and repairs all damage to the Property resulting from such inspection(s).

6.3 Buyer's Inspection Period. The Due Diligence Period shall continue for a period of no more than one-hundred and eighty calendar days (180), commencing on the Effective Date of this Agreement. BUYER may waive all or a portion of the Due Diligence period by informing CITY of such waiver in writing.

6.4 Buyer's Removal or Waiver of Contingencies. BUYER shall, within one-hundred and eighty calendar (180) days of the Effective Date of this agreement, identify to CITY in writing any conditions related to the Property that BUYER desires CITY to resolve before close of escrow. CITY will notify BUYER in writing within seven business days after notice from BUYER what conditions related to the Property identified by BUYER the CITY is willing and able to resolve. If CITY is unwilling or unable to resolve some or all of the conditions identified by BUYER then BUYER must either remove or waive any and all of BUYER'S contingencies based on such conditions, if any, in writing and submit such written notification to CITY, or elect to terminate this Agreement. If BUYER has elected to terminate this Agreement then BUYER shall deliver to CITY a written termination notice no later than five days after CITY has notified BUYER of CITY unwillingness and/or inability to resolve BUYER's identified conditions.

If BUYER does not provide to CITY written notice of the removal or waiver of its contingencies then BUYER shall have been deemed to have elected to terminate this Agreement and CITY shall deliver to BUYER a written termination notice no later than the Closing Date.

Upon termination BUYER and CITY shall be released from any obligation to proceed with the terms of this Agreement and neither party shall have a right to enforce this Agreement or pursue any claims related to this Agreement. Upon such termination BUYER and CITY shall be released from any obligation to proceed with the terms of this Agreement and neither party shall have a right to enforce this Agreement or pursue any claims related to this Agreement. Upon termination, the Deposit specified in section 2.2 shall be returned to BUYER.

6.5 Scope of Buyer's Investigations. BUYER agrees and warrants, or by the failure to do so shall have waived any rights to do so hereunder, that at close of escrow BUYER shall have investigated the condition and suitability of all aspects of the Property and all matters affecting the value or desirability of the Property, including but not limited to the following:

6.5.1 Lines and boundaries. Property lines and boundaries.

6.5.2 Waste disposal. Type, size, adequacy, and condition of sewer and/or septic systems and components.

6.5.3 Governmental requirements and limitations. Availability of required governmental permits, inspections, certificates, or other determinations affecting the Property, including historical significance. Any limitations, restrictions, zoning, building size requirements, or other requirements effecting the current or future use or development of the Property.

- 6.5.4 Rent and occupancy controls. Any restrictions that may limit the amount of rent that can legally be charged and the maximum number of persons who can lawfully occupy the Property.
- 6.5.5 Water and utilities; well systems and components. Availability, adequacy, and condition of public or private systems.
- 6.5.6 Environmental hazards. The presence of asbestos, formaldehyde, radon, methane, other gases, lead based paint, other lead contamination, fuel or chemical storage tanks, waste disposal sites, electromagnetic fields, and other substances, materials, products, or conditions.
- 6.5.7 Geologic conditions. Geologic/seismic conditions, soil stability/suitability, and drainage.
- 6.5.8 Neighborhood, area, subdivision requirements. Neighborhood or area conditions including schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development which may affect noise, view or traffic; airport noise; and noise or odor from any source, wild or domestic.
- 6.5.9 Matters of record. Covenants, conditions, and restrictions; deed restrictions; easements; and other title encumbrances of record.
- 6.5.10 Other matters. Any and all other matters such as availability of suitable public infrastructure, assessment, other special service districts, and soil or other conditions on the Property, not herein listed, which are or may be pertinent to BUYER'S purpose for acquiring the Property.

7. MAINTENANCE OF DRAINAGE CANAL

BUYER shall be responsible for the regular cleaning, maintenance and repair of the drainage canal that runs the entire length of the western edge of the property. Prior to conducting any such cleaning, maintenance or repair, BUYER shall first contact CITY and obtain CITY's approval of the proposed work. The BUYER shall provide verification to the CITY on September 1 annually that the drainage canal is properly maintained and functional, and shall permit the city to physically enter upon the property and confirm that necessary maintenance has been performed. BUYER'S obligation to clean, maintain and repair the drainage canal shall run with the property and any subsequent purchaser shall be required to assume all of BUYER'S responsibilities pursuant to the agreement.

8. ACCESS AND STORM DRAIN PIPE EASEMENT

BUYER shall provide CITY a non-exclusive easement for City to access its existing storm drain detention basin for purposes of operation, maintenance and repair or reconstruction, more particularly described in Exhibit E, which is incorporated herein as if fully set forth.

BUYER shall provide CITY with an exclusive easement for the existing City storm drain pipe for purposes of operation, maintenance and repair or reconstruction, more particularly described in Exhibit F, which is incorporated herein as if fully set forth.

9. INDEMNIFICATION

BUYER shall defend, indemnify, and hold the CITY harmless from and against any and all claims, liabilities, obligations, losses, damages, costs, and expenses, including, but not limited to, attorney's fees, court costs, and litigation expenses that CITY may incur or sustain by reason of or in connection with any misrepresentation made by the BUYER pursuant to this Agreement or by BUYER or BUYER'S representatives, authorized agents, or contractors exercise of rights under section 6.5 of this Agreement.

10. PRIOR AGREEMENTS

This Agreement, in effect as of the Date of Agreement, supersedes any and all prior agreements between CITY and BUYER regarding the Property.

11. NOTICES

Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered, mailed or sent by wire or other telegraphic communication in the manner provided in this Agreement, to the following persons:

TO CITY: PUBLIC WORKS DEPARTMENT
CITY OF BRISBANE
50 PARK PLACE
BRISBANE, CA 94005

ATTN: Randy Breault, Director of Public Works/City Engineer

TO BUYER:

SOUTH HILL PROPERTIES, LLC
201 SOUTH HILL DRIVE
BRISBANE, CA 94005

ATTN: Mark Kao
FAX: 650.588.8676

12. CALCULATION OF TIME

Under this Agreement, when the day upon which performance would otherwise be required or permitted is a Saturday, Sunday or holiday, then the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday. The term "holiday" shall mean all and only those State holidays specified in Sections 6700 and 7701 of the California Government Code.

13. TIME OF ESSENCE

Time is of the essence of this Agreement and each and every provision hereof.

14. ENTIRE AGREEMENT

This Agreement shall constitute the entire understanding and agreement of the PARTIES hereto regarding the purchase and sale of the Property and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled in their entirety, and are of no further force or effect.

15. AMENDMENTS

This Agreement may not be modified or amended except in writing the PARTIES.

16. APPLICABLE LAW

The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall in all respects be governed by the laws of the State of California.

17. SEVERABILITY

Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present statute, law, ordinance or regulation as to which the PARTIES have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

18. SEPARATE COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.

19. EXHIBITS

The following Exhibits are attached to this Agreement and incorporated by reference herein.

Exhibit A: Legal Description for Transfer Parcel

Exhibit B: Plat to Accompany Legal Description for Transfer Parcel

Exhibit C: Right of Entry Form (to benefit City of Brisbane for post-purchase drainage ditch maintenance inspection)

Exhibit D: Form of Deed

Exhibit E: Non-Exclusive Storm Drain Detention Basin Access Easement

Exhibit F: 20' Exclusive Storm Drain Pipe Easement

Exhibit G: Right of Entry Form (to benefit of South Hill Properties for pre-purchase inspection)

20. SURVIVAL

All terms and conditions in this Agreement, which represent continuing obligations and duties of the PARTIES, that have not been satisfied prior to close of escrow shall survive close of escrow and transfer of title to BUYER and shall continue to be binding on the respective obligated party in accordance with their terms. All representations and warranties and statements made by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the close of escrow, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the close of escrow, or, to the extent the context requires, beyond any termination of this Agreement.

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

BUYER

CITY

Date: _____

Date: _____

By: _____

By: _____

Signature

Signature

Print Name

Print Name

Title

Title

APPROVED AS TO FORM

By: _____

Brisbane City Attorney

EXHIBIT "A"
Legal Description for Transfer Parcel
201 South Hill Drive
Brisbane, CA

All that real property situated in the City of Brisbane, County of San Mateo, State of California, being a portion of LOT 1, BLOCK "I", as shown on that map entitled, "TRACT NO. 852, CROCKER INDUSTRIAL PARK, UNIT NO. 3", recorded December 27, 1968, in Volume 68 of Maps at Pages 32, 33, 34, and 35, inclusive, Records of San Mateo County, more particularly described as follows:

BEGINNING on the Northeasterly boundary of said Lot 1, Block "I", said Point of Beginning lying at the most Southerly corner of Parcel "B", as shown on that certain Parcel Map entitled, "BEING A RESUBDIVISION OF PARCEL 2, VOLUME 8 OF PARCEL MAPS AT PAGE 13 AND PARCEL C AT VOLUME 21 OF PARCEL MAPS AT PAGE 11", recorded June 27, 1978, in Volume 42 of Parcel Maps at Page 57, Records of San Mateo County; thence along the projection of the Easterly boundary of said Parcel "B", South 22°38'57" West, 45.04 feet to the Southwesterly boundary of said Lot 1, Block "I"; thence along said Southwesterly boundary the following four (4) courses:

- 1) South 55°00'00" East, 36.17 feet;
- 2) along a tangent curve concave to the southwest, having a radius of 967.45 feet, through a central angle of 20°40'00", an arc length of 348.96 feet;
- 3) South 34°20'00" East, 50.00 feet;
- 4) along a tangent curve concave to the northeast, having a radius of 831.61 feet, through a central angle of 13°28'53", an arc length of 195.67 feet;

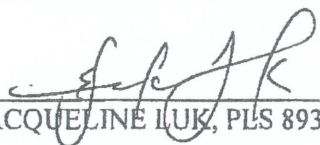
thence leaving said Southwesterly boundary through the interior of said Lot 1, North 43°17'00" East, 19.00 feet to the beginning of a non-tangent curve having a radius of 812.61 feet and concave to the northeast; a radial line through said beginning of curve bears South 42°09'35" West; thence along said curve through a central angle of 03°27'04", an arc length of 48.95 feet to the Southeasterly boundary of said Lot 1; thence along said Southeasterly boundary North 38°42'30" East, 25.00 feet to the Northeasterly boundary of said Lot 1; thence along said Northeasterly boundary the following four (4) courses:

- 1) along a non-tangent curve having a radius of 787.61 feet and concave to the northeast, a radial line through the beginning of said curve bears South 38°42'30" West, through a central angle of 16°57'30", an arc length of 233.11 feet;
- 2) North 34°20'00" West, 50.00 feet;
- 3) along a tangent curve concave to the southwest, having a radius of 1011.45 feet, through a central angle of 20°40'00", an arc length of 364.83 feet;
- 4) North 55°00'00" West, 45.80 feet to the Point of Beginning.

CONTAINING 29,306 square feet, more or less.

The basis of bearings for this description is the bearing of the centerline of West Hill Place, taken as North 67°21'03" West, as shown on that certain Parcel Map recorded in Volume 8 of Parcel Maps, Page 13, San Mateo County Records.

PREPARED BY LUK AND ASSOCIATES


JACQUELINE LUK, PLS 8934

DATE: 2-13-14



This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

BASIS OF BEARINGS

THE BEARING OF THE CENTERLINE OF WEST HILL PLACE, TAKEN AS NORTH 67°21'03" WEST, AS SHOWN ON THAT CERTAIN PARCEL MAP RECORDED IN VOLUME 8 OF PARCEL MAPS, PAGE 13, SAN MATEO COUNTY RECORDS, AS DETERMINED FROM THE FOUND IRON PIN MONUMENT AT THE CUL-DE-SAC OF WEST HILL PLACE AND THE FOUND IRON PIN MONUMENT AT THE INTERSECTION OF WEST HILL PLACE AND SOUTH HILL DRIVE.



JACQUELINE LUK, PLS 8934

[Signature]

EXHIBIT "B" **PLAT TO ACCOMPANY LEGAL DESCRIPTION** **FOR TRANSFER PARCEL** **201 SOUTH HILL DRIVE**

CITY OF BRISBANE, SAN MATEO COUNTY,
 STATE OF CALIFORNIA
 OCTOBER 2013 SCALE: 1"=80'

Prepared By
Luk and Associates
 Civil Engineers - Land Planners - Land Surveyors
 738 Alfred Nobel Drive
 Hercules, California 94547
 PHONE: (510) 724-3388

SHEET 1

PLOT DATE: 10/21/2013

FOUND IRON PIN
 MONUMENT PER
 8 PM 13

FOUND IRON PIN
 MONUMENT PER
 8 PM 13

WEST HILL PLACE

N24°57'45"E
 182.04' (TIE)

158.88'

S67°21'03"E

APN 005-300-210
 PARCEL B
 42 PM 57

APN 005-300-050
 PARCEL 1
 8 PM 13

P.O.B.
 3.65, 38.22N
 40.82'

L=393.70'
 R=634.00'
 Δ=35°34'46"

SOUTH HILL DRIVE

CITY OF BRISBANE
 DOC. NO. 98-132861

TRANSFER PARCEL
 29,306 S.F.±

LINE AND CURVE DATA INFORMATION

LINE TABLE	
LINE	BEARING
L1	N38°42'30"E
L2	N43°17'00"E
L3	S34°20'00"E
L4	S55°00'00"E
L5	N22°38'57"E
L6	N55°00'00"W
L7	N34°20'00"W

CURVE TABLE		
CURVE	RADIUS	DELTA
C1	787.61'	08°19'04"
C2	812.61'	03°27'04"
C3	787.61'	08°38'26"
C4	831.61'	13°28'53"
C5	967.45'	20°40'00"
C6	1011.45'	20°40'00"

RADIAL BEARING TABLE	
RADIAL LINE	BEARING
R1	S42°09'35"W
R2	S38°42'30"W

LEGEND

- TRANSFER PARCEL
- RIGHT-OF-WAY LINE
- ADJOINER LOT LINE
- STREET CENTERLINE
- OLD LOT LINE
- FOUND MONUMENT
- SQUARE FEET MORE OR LESS
- MAPS
- PARCEL MAPS
- ASSESSOR'S PARCEL NUMBER
- POINT OF BEGINNING

Lot name: TRANSPCL

North: 2080008.0947 East: 6005134.6889
Line Course: S 22-38-57 W Length: 45.04
North: 2079966.5281 East: 6005117.3446
Line Course: S 55-00-00 E Length: 36.17
North: 2079945.7819 East: 6005146.9733
Curve Length: 348.96 Radius: 967.45
Delta: 20-40-00 Tangent: 176.40
Chord: 347.07 Course: S 44-40-00 E
Course In: S 35-00-00 W Course Out: N 55-40-00 E
RP North: 2079153.2932 East: 6004592.0668
End North: 2079698.9427 East: 6005390.9569
Line Course: S 34-20-00 E Length: 50.00
North: 2079657.6542 East: 6005419.1572
Curve Length: 195.67 Radius: 831.61
Delta: 13-28-53 Tangent: 98.29
Chord: 195.22 Course: S 41-04-27 E
Course In: N 55-40-00 E Course Out: S 42-11-07 W
RP North: 2080126.6877 East: 6006105.8761
End North: 2079510.4857 East: 6005547.4237
Line Course: N 43-17-00 E Length: 19.00
North: 2079524.3172 East: 6005560.4502
Curve Length: 48.95 Radius: 812.61
Delta: 3-27-04 Tangent: 24.48
Chord: 48.94 Course: S 49-33-58 E
Course In: N 42-09-35 E Course Out: S 38-42-30 W
RP North: 2080126.6860 East: 6006105.8738
End North: 2079492.5762 East: 6005597.7011
Line Course: N 38-42-30 E Length: 25.00
North: 2079512.0846 East: 6005613.3350
Curve Length: 114.34 Radius: 787.61
Delta: 8-19-04 Tangent: 57.27
Chord: 114.24 Course: N 47-07-58 W
Course In: N 38-42-30 E Course Out: S 47-01-34 W
RP North: 2080126.6878 East: 6006105.8718
End North: 2079589.8023 East: 6005529.6049
Curve Length: 118.77 Radius: 787.61
Delta: 8-38-26 Tangent: 59.50
Chord: 118.66 Course: N 38-39-13 W
Course In: N 47-01-34 E Course Out: S 55-40-00 W
RP North: 2080126.6885 East: 6006105.8711
End North: 2079682.4682 East: 6005455.4886
Line Course: N 34-20-00 W Length: 50.00
North: 2079723.7567 East: 6005427.2882
Curve Length: 364.83 Radius: 1011.45
Delta: 20-40-00 Tangent: 184.42
Chord: 362.86 Course: N 44-40-00 W
Course In: S 55-40-00 W Course Out: N 35-00-00 E

RP North: 2079153.2923 East: 6004592.0629
End North: 2079981.8259 East: 6005172.2045
Line Course: N 55-00-00 W Length: 45.80
North: 2080008.0957 East: 6005134.6874

Perimeter: 1462.54 Area: 29,305.80 sq.ft. 0.67 acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0018 Course: N 55-58-14 W
Error North: 0.00102 East: -0.00151
Precision 1: 801,159.76

EXHIBIT C

Address: Lot 1, 29,306 square feet (Exhibit A legal description for Transfer Parcel and Exhibit B – plot to accompany legal description for Transfer Parcel)

RIGHT OF ENTRY

Permission is hereby granted by South Hill Properties, LLC ("Owner") to the City of Brisbane, its contractors, officers, agents, and/or employees (collectively referred to as "City") to enter upon the property described as Lot 1, 29,306 square feet (Exhibit A legal description for Transfer Parcel and Exhibit B – plot to accompany legal description for Transfer Parcel) for the purpose of inspecting the drainage ditch that runs along the western border of the property and to confirm that maintenance and repair of the drainage ditch is acceptable to the City. This right of entry is attached to the property and shall continue if the property is transferred or sold.

City hereby agrees to indemnify and hold harmless Owner for any and all personal injury or property damage claims arising as a result of the performance of the inspections of the drainage ditch, with respect to the right of entry set forth hereinabove.

It is understood and agreed that by granting this right of entry Owner does not waive, in any way, any right of ownership of such land.

By: 

Date: 2-13-2014

Accepted: Owner

By: _____

Public Works Department

Date: _____

Approved as to Form:

By: _____

Brisbane City Attorney

Date: _____

EXHIBIT D

RECORDING REQUESTED BY:

AFTER RECORDATION, MAIL TO:

THIS SPACE FOR RECORDER'S USE

Grant Deed

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:
Documentary transfer tax is: \$0.00.

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area: ☐ City of _____, and

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

GRANTOR:

The City of Brisbane

HEREBY GRANTS TO:

that certain real property in the City of Brisbane, County of San Mateo, State of California,
located at _____, and more particularly described in Exhibit "A"
attached hereto and made a part hereof.

Dated: _____

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____

the undersigned Notary Public, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument the person, or the entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature _____

EXHIBIT "E"
Legal Description for a
Non-Exclusive Storm Drain Detention Basin Access Easement
201 South Hill Drive
Brisbane, CA

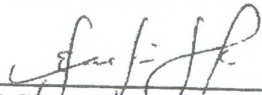
An non-exclusive easement in favor of the City of Brisbane to access an existing storm drain detention basin for the purposes of operation, maintenance, and repair or reconstruction, over, upon and across real property situated in the City of Brisbane, County of San Mateo, State of California, being a portion of LOT 1, BLOCK "T", as shown on that map entitled, "TRACT NO. 852, CROCKER INDUSTRIAL PARK, UNIT NO. 3", recorded December 27, 1968, in Volume 68 of Maps at Pages 32, 33, 34, and 35, inclusive, Records of San Mateo County, more particularly described as follows:

COMMENCING at the most easterly corner of said Lot 1, Block "T"; thence along the Northeasterly boundary of said Lot 1, along a curve having a radius of 787.61 feet, concave to the northeast, a radial line through the beginning of said curve bears South 38°42'30" West, through a central angle of 01°27'18", an arc length of 20.00 feet to the TRUE POINT OF BEGINNING; thence continuing along the Northeasterly boundary of said Lot 1, along said curve having a radius of 787.61 feet, concave to the northeast, through a central angle of 02°41'17", an arc length of 36.95 feet; thence South 43°17'00" West, 44.00 feet to a point on the Southwesterly boundary of said Lot 1, from which point a radial line bears South 42°52'27" West; thence southeasterly along said Southwesterly boundary, along a curve having a radius of 831.61 feet, concentric with said Northeasterly boundary and 44.00 feet southwesterly, right angle measure, through a central angle of 00°41'20", an arc length of 10.00 feet; thence North 43°17'00" East, 19.00 feet to a point on a curve concentric with said Northeasterly boundary and 25.00 feet southwesterly, right angle measure, from which point a radial line bears South 42°09'35" West; thence southeasterly along said curve having a radius of 812.61 feet, through a central angle of 02°02'28", an arc length of 28.95 feet; thence North 38°42'30" East, 25.01 feet to the TRUE POINT OF BEGINNING.

CONTAINING 1,139 square feet, more or less.

The basis of bearings for this description is the bearing of the centerline of West Hill Place, taken as North 67°21'03" West, as shown on that certain Parcel Map recorded in Volume 8 of Parcel Maps, Page 13, San Mateo County Records.

PREPARED BY LUK AND ASSOCIATES



JACQUELINE LUK, PLS 8934



DATE: March 10, 2014

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

EXHIBIT "F"
Legal Description for a
Storm Drain Pipe Easement
201 South Hill Drive
Brisbane, CA

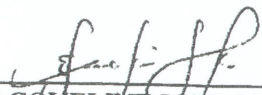
An exclusive easement in favor of the City of Brisbane for an existing city storm drain pipe for the purposes of operation, maintenance, and repair or reconstruction, over, upon and across real property situated in the City of Brisbane, County of San Mateo, State of California, being a portion of LOT 1, BLOCK "T", as shown on that map entitled, "TRACT NO. 852, CROCKER INDUSTRIAL PARK, UNIT NO. 3", recorded December 27, 1968, in Volume 68 of Maps at Pages 32, 33, 34, and 35, inclusive, Records of San Mateo County, more particularly described as follows:

BEGINNING at the most easterly corner of said Lot 1, Block "T"; thence along the Northeasterly boundary of said Lot 1, along a curve having a radius of 787.61 feet, concave to the northeast, a radial line through the beginning of said curve bears South 38°42'30" West, through a central angle of 01°27'18", an arc length of 20.00 feet; thence South 38°42'30" West, 25.01 feet; thence southeasterly along a curve concentric with said Northeasterly boundary, and 25.00 feet southwesterly, right angle measure, having a radius of 812.61 feet; a radial line through the beginning of which curve bears South 40°07'07" West; through a central angle of 01°24'37", an arc length of 20.00 feet to the Southeasterly boundary of said Lot 1; thence along said Southeasterly boundary North 38°42'30" East, 25.00 feet to the POINT OF BEGINNING.

CONTAINING 500 square feet, more or less.

The basis of bearings for this description is the bearing of the centerline of West Hill Place, taken as North 67°21'03" West, as shown on that certain Parcel Map recorded in Volume 8 of Parcel Maps, Page 13, San Mateo County Records.

PREPARED BY LUK AND ASSOCIATES

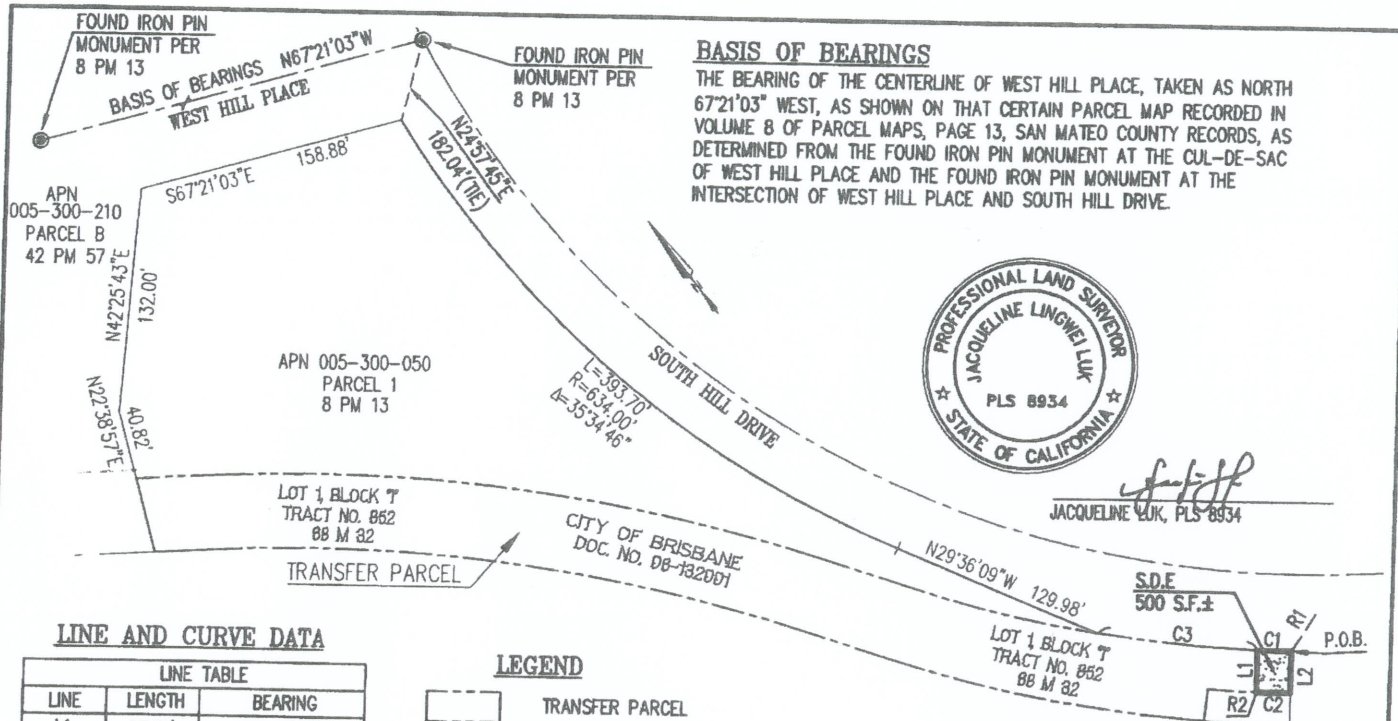


JACQUELINE LUK, PLS 8934

DATE: March 4, 2014



This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.



LINE AND CURVE DATA

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.01'	S38°42'30"W
L2	25.00'	N38°42'30"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	20.00'	787.61'	01°27'18"
C2	20.00'	812.61'	01°24'37"
C3	94.34'	787.61'	06°51'46"

RADIAL BEARING TABLE	
RADIAL LINE	BEARING
R1	S38°42'30"W
R2	S40°07'07"W

LEGEND

	TRANSFER PARCEL
	STORM DRAIN PIPE EASEMENT
	RIGHT-OF-WAY LINE
	ADJOINER LOT LINE
	STREET CENTERLINE
	OLD LOT LINE
	FOUND MONUMENT
	SQUARE FEET MORE OR LESS
	MAPS
	PARCEL MAPS
	ASSESSOR'S PARCEL NUMBER
	POINT OF BEGINNING
	STORM DRAIN PIPE EASEMENT

EXHIBIT "F-1"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

STORM DRAIN PIPE EASEMENT

201 SOUTH HILL DRIVE

CITY OF BRISBANE, SAN MATEO COUNTY,
 STATE OF CALIFORNIA

FEBRUARY 2014 SCALE: 1"=80'

Luk and Associates
 Civil Engineers - Land Planners - Land Surveyors
 738 Alfred Nobel Drive
 Hercules, California 94547
 PHONE: (510) 724-3388

SHEET 1

PLOT DATE: 2/18/2014

EXHIBIT G

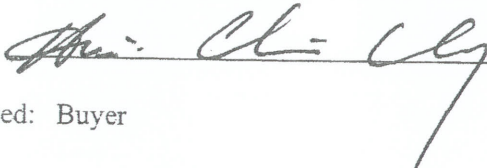
Address: Lot 1, 29,306 square feet (Exhibit A legal description for Transfer Parcel and Exhibit B – plot to accompany legal description for Transfer Parcel)

RIGHT OF ENTRY

Permission is hereby granted by The City of Brisbane ("Buyer"), its contractors, officers, agents, and/or employees (collectively referred to as "Buyer") to enter upon the property described as Lot 1, 29,306 square feet (Exhibit A legal description for Transfer Parcel and Exhibit B – plot to accompany legal description for Transfer Parcel) for the purpose conducting inspections; investigations, tests, surveys, and other studies pursuant to pre-purchase due diligence of real property.

Buyer hereby agrees to indemnify and hold harmless The City for any and all personal injury or property damage claims arising as a result of the performance of the inspections of the drainage ditch, with respect to the right of entry set forth hereinabove.

It is understood and agreed that by granting this right of entry The City does not waive, in any way, any right of ownership of such land.

By: 

Date: 2-13-14

Accepted: Buyer

By: _____
Public Works Department

Date: _____

Approved as to Form:

By: _____
Brisbane City Attorney

Date: _____