



CITY of BRISBANE

Housing Authority Special Meeting Agenda

Thursday, September 23, 2021 at 7:30 PM • Virtual Meeting

This meeting is compliant with the Governors Executive Order N-08-21 issued on June 11, 2021 allowing for deviation of teleconference rules required by the Brown Act. The purpose of this is to provide the safest environment for staff, Authority Members and the public while allowing for public participation. The public may address the Authority using exclusively remote public comment options. The Authority may take action on any item listed in the agenda.

Members of the public may view the Housing Authority Meeting by logging into the Zoom Webinar listed below. This Housing Authority Meeting can also be viewed live and/or on-demand via the City's YouTube Channel, www.youtube.com/brisbaneca, or on Comcast Channel 27. Archived videos can be replayed on the City's website, <http://brisbaneca.org/meetings>.

TO ADDRESS THE HOUSING AUTHORITY

The Housing Authority Meeting will be an exclusively virtual meeting. The agenda materials may be viewed online at www.brisbaneca.org at least 24 hours prior to a Special Meeting, and at least 72 hours prior to a Regular Meeting.

Remote Public Comments:

Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Aside from commenting while in the Zoom webinar the following email and text line will be also monitored during the meeting and public comments received will be noted for the record during an Item.

Email: ipadilla@brisbaneca.org

Text: 628-219-2922

Join Zoom Webinar: zoom.us (please use the latest version: zoom.us/download)
brisbaneca.org/cc-zoom

Webinar ID: 991 9362 8666

Passcode: 123456

Call In Number: 1 (669) 900 9128

SPECIAL ASSISTANCE

If you need special assistance to participate in this meeting, please contact the Authority Clerk at (415) 508-2113. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

1. 7:30 P.M. CALL TO ORDER

- A. Roll Call
- B. Approval of the Housing Authority Special Meeting Agenda
- C. Consider Adoption of Resolution No. HA 2021-02 Approving Sale of 4.21 Acres (vacant) Owned by the Brisbane Housing Authority and repealing Resolution No. HA 2021-01

(It is being recommended to re-approve the sale of 4.21 acres of vacant land owned by the Brisbane Housing Authority for \$2.2 million and authorize the Executive Director to sign a Vacant Land Purchase Agreement, an Addendum, and related documents in a final form as approved by the General Counsel)

2. ADJOURNMENT

File Attachments for Item:

C. Consider Adoption of Resolution No. HA 2021-02 Approving Sale of 4.21 Acres (vacant) Owned by the Brisbane Housing Authority and repealing Resolution No. HA 2021-01

(It is being recommended to re-approve the sale of 4.21 acres of vacant land owned by the Brisbane Housing Authority for \$2.2 million and authorize the Executive Director to sign a Vacant Land Purchase Agreement, an Addendum, and related documents in a final form as approved by the General Counsel)



BRISBANE HOUSING AUTHORITY AGENDA REPORT

Meeting Date: 9/23/2021

From: Clay Holstine, Executive Director

Subject: Sale of 4.21 Acres (vacant) Owned by the Brisbane Housing Authority

Recommendation

Re-approve the sale of 4.21 acres of vacant land owned by the Brisbane Housing Authority for \$2.2 million and authorize the Executive Director to sign a Vacant Land Purchase Agreement, an Addendum, and related documents in a final form as approved by the General Counsel.

Background

On February 18, 2021, the Brisbane Housing Authority approved the sale of 4.21 acres of vacant land that the Authority owns, located immediately south of the intersection of San Bruno Avenue and Gladys Avenue, for \$2.35 million and authorized the Executive Director to sign a Vacant Land Purchase Agreement and related documents to effectuate the sale. The February 18, 2021 agenda report is attached.

The Purchase Agreement provided a “due diligence” period for the purchaser as well as a number of contingencies to be satisfied or waived before the sale could be consummated. Because of the topography of the site, since February 2021 the purchaser has been working on engineering plans for the property to determine if the property can be feasibly developed consistent with the purchaser’s proposed development plans. Based on that analysis, the purchaser requested a slight reduction in the purchase price—from \$2.35 million to \$2.2 million—which request the Housing Authority considered in closed session.

The Vacant Land Purchase Agreement, with an Addendum setting forth a purchase price of \$2.2 million, is before the Housing Authority for consideration. If the Agreement/Addendum is approved by the Housing Authority, the purchaser is ready to close escrow. Staff recommends the Housing Authority re-approve the sale of the property for \$2.2 million.

Discussion

Although the sale price of \$2.2 million is somewhat less than what had been offered before—\$2.35 million—the price is more than what the former Redevelopment Agency paid for the property (just under \$2 million.) Moreover, over the years, the Housing Authority has attempted to find a purchaser of the property to develop it for affordable housing purposes. Because, however, of the property’s location and challenges to develop it, the Housing Authority’s efforts to find an affordable housing developer were not successful. Furthermore, the offer to purchase the property came after the property had been listed for several months.

Because of the property's location and topography, any purchaser will have challenges to develop the site. Those challenges led to the request to this purchaser to reduce the sales price from \$2.35 million to \$2.2 million. Staff concludes this request is reasonable and recommends the Housing Authority Board re-approve the sale. If this reduced price offer is not accepted, it will be necessary to re-list the property for sale.

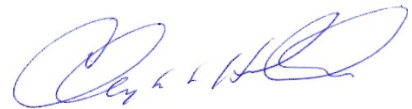
The salient terms for the sale of the property would be revised as follows: The property would be sold for \$2.2 million, which is higher than the appraised value of the property. Of that amount, \$60,000 would be the initial deposit and remaining \$2,140,000 would be paid at the close of escrow. As before, there will be a 6% commission, split between the brokers that the Housing Authority retained and the purchaser's broker.

Fiscal Impact

The property was purchased using the former Redevelopment Agency's Low and Moderate Income Housing Fund. Such funds must be used to provide affordable housing. The proceeds of the sale of this property will be placed in a similar Housing Authority fund and used to provide housing for low and moderate income households.

Attachments:

- 1 February 18, 2021 Housing Authority Agenda Report
2. Housing Authority Resolution No. HA 2021-02
3. Vacant Land Purchase Agreement, Addendum, and related documents (to be posted soon)



Clay Holstine, City Manager



HOUSING AUTHORITY AGENDA REPORT

Meeting Date: February 18, 2021

From: Clay Holstine, Executive Director

Subject: Sale of 4.21 Acres (vacant) Owned by the Brisbane
Housing Authority

Recommendation:

Approve the sale of 4.21 acres of vacant land owned by the Brisbane Housing Authority and authorize the Executive Director to sign a Vacant Land Purchase Agreement and related documents in a final form as approved by the General Counsel.

Background

The Brisbane Housing Authority owns vacant property within Brisbane Acres, totaling about 4.21 acres. The property is vacant, consists of four contiguous lots, and is located immediately south of the intersection of San Bruno Avenue and Gladys Avenue. The former Redevelopment Agency of the City of Brisbane purchased the property for just under \$2 million, using its Low and Moderate Income Housing fund. After the dissolution of Redevelopment Agencies, the property was transferred to the Housing Authority. Under the law that dissolved Redevelopment Agencies, as to this property, the Housing Authority is under an obligation to sell the property or undertake action to develop the property for low and moderate income housing purposes.

Had the Redevelopment Agency not been terminated by the State of Californian there would have been sufficient funds to build a Habitat for Humanity project on this site. The Agency and Habitat were having fruitful discussions at that time. The Agency and Habitat had a record of success with two other small projects in town. Habitat projects require significant public investment. This includes not only donation of property but also significant cash contribution. While the Brisbane Housing Authority (the successor the Redevelopment Agency) has the ability to donate land it has severely limited cash funds to incentivize a project.

Over the years, the Housing Authority has attempted to find a purchaser of the property to develop it for affordable housing purposes. Because, however, of the property's location and challenges to develop it, the Housing Authority's efforts to find an affordable housing developer had not been successful. Accordingly, earlier this year, the Housing Authority declared this property surplus property and provided the required notice to recreation districts, school districts, and the State Department of Housing and Community Development to determine if any such districts or any affordable housing developers were interested in purchasing the property. No recreation or school districts expressed interest. Although one affordable housing developer (Mid Pen) (with whom the Housing Authority had discussed previously the development of the property) expressed interest, ultimately Mid-Pen did not choose to move forward with negotiations. Accordingly, the Housing Authority engaged the services of a real estate broker to sell the property on the open market.

After the property had been listed for many months, recently the Housing Authority received all cash offer for the property. The Housing Authority met in closed session to discuss the terms and conditions of the sale and to provide direction to the Executive Director. Those discussions have led to a Vacant Land and Purchase Agreement, and related document, consistent with the direction the Housing Authority has provided. The item is on the Housing Authority's agenda for public comment and Housing Authority action. Staff is recommending the Housing Authority authorize the sale and authorize the Executive Director to sign the Agreement and related documents in a final form as approved by General Counsel.

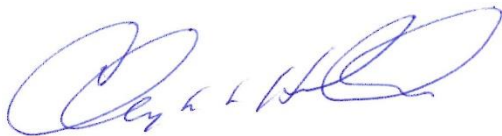
The salient terms for the sale of the property as set forth below.

Discussion

The property would be sold for \$2.35 million, which is higher than the appraised value of the property. (Assessed for \$ 2,150,000 in September of 2017). Of that amount, \$70,500 will be deposited into escrow and \$2,279,500 paid at closing. The Housing Authority will provide any reports it has concerning any hazards of environmental issues it has on the property. There will be a 6% commission, split between the brokers that the Housing Authority retained and the purchaser's broker.

Fiscal Impact

The property was purchased using the former Redevelopment Agency's Low and Moderate Income Housing Fund. Such funds must be used to provide affordable housing. The proceeds of the sale of this property will be placed in a similar Housing Authority fund and used to provide housing for low and moderate income households.



Clay Holstine, Executive Director

Attachments:

1. Housing Authority Resolution HA 2021-01
2. Vacant Land Purchase Agreement and related documents (Please Note: the contracts will be coming forward prior to the meeting on Thursday night)
Attachments were posted- 2/16/21

RESOLUTION NO. HA-2021-01**A RESOLUTION OF THE BRISBANE HOUSING AUTHORITY AUTHORIZING THE SALE FO VACANT PROPERTY WITHIN THE BRISBANE ACRES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS AND RELATED DOCUMENTS IN CONNECTION WITH THE SALE**

WHEREAS, the Brisbane Housing Authority owns vacant property with Brisbane Acres, totaling about 4.21 acres, which property consists of four contiguous lots and is located immediately south of the intersection of San Bruno Avenue and Gladys Avenue in the City of Brisbane; and

WHEREAS, the former Redevelopment Agency of the City of Brisbane purchased this property for just under \$2 million, using its Low and Moderate Income Housing Fund; and

WHEREAS, after the dissolution of Redevelopment Agencies, the property was transferred to the Brisbane Housing Authority; and

WHEREAS, the Brisbane Housing Authority declared this property surplus, provided the required notices of its availability to all relevant agencies as required by law, and, having not received any offers concerning the property, listed the property for sale on the open market; and

WHEREAS, the Housing Authority has received an offer from Pei-Hsung Hu and/or Assignees to purchase the property for \$2.35 million, which amount is greater than the appraised value of the property; and

WHEREAS, the Brisbane Housing Authority has considered the terms and conditions of the sale of this property; and

WHEREAS, the net proceeds of the sale of the property will be placed in the Low and Moderate Income Housing Fund of the Housing Authority and used for affordable housing purposes.

NOW, THEREFORE, be it resolved by the Brisbane Housing Authority as follows:

Section 1. The sale of 4.21 acres of vacant land in Brisbane Acres to Pei-Hsung Hu and/or Assignees is approved and the Executive Director is authorized to sign a Vacant Land Purchase Agreement and Joint Escrow Instructions, and related documents in connection with the sale, in a form as approved by the General Counsel.

Section 2. The Housing Authority Clerk is authorized to record a grant deed from the Brisbane Housing Authority to the purchaser as provided herein.

Section 3. This resolution shall become effective immediately upon its adoption.

Karen Cunningham, Authority Chairperson

I hereby certify that the foregoing Resolution No. HA 2021-01 was duly and regularly adopted at a special meeting of the Brisbane Housing Authority on February 18, 2021 by the following vote:

AYES:

NOES:

ABSTAIN;

ABSENT:

Ingrid Padilla, Authority Clerk

RESOLUTION NO. HA -2021-02**A RESOLUTION OF THE BRISBANE HOUSING AUTHORITY AUTHORIZING THE SALE OF VACANT PROPERTY WITHIN THE BRISBANE ACRES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS AND RELATED DOCUMENTS IN CONNECTION WITH THE SALE**

WHEREAS, the Brisbane Housing Authority owns vacant property with Brisbane Acres, totaling about 4.21 acres, which property consists of four contiguous lots and is located immediately south of the intersection of San Bruno Avenue and Gladys Avenue in the City of Brisbane; and

WHEREAS, the former Redevelopment Agency of the City of Brisbane purchased this property for just under \$2 million, using its Low and Moderate Income Housing Fund; and

WHEREAS, after the dissolution of Redevelopment Agencies, the property was transferred to the Brisbane Housing Authority; and

WHEREAS, the Brisbane Housing Authority declared this property surplus, provided the required notices of its availability to all relevant agencies as required by law, and, having not received any offers concerning the property, listed the property for sale on the open market; and

WHEREAS, the Housing Authority has received a revised offer from Pei-Hsung Hu and/or Assignees to purchase the property for \$2.2 million, which amount is greater than the appraised value of the property; and

WHEREAS, the Brisbane Housing Authority has considered the terms and conditions of the sale of this property; and

WHEREAS, the net proceeds of the sale of the property will be placed in the Low and Moderate Income Housing Fund of the Housing Authority and used for affordable housing purposes.

NOW, THEREFORE, be it resolved by the Brisbane Housing Authority as follows:

Section 1. The sale of 4.21 acres of vacant land in Brisbane Acres to Pei-Hsung Hu and/or Assignees is approved and the Executive Director is authorized to sign a Vacant Land Purchase Agreement and Joint Escrow Instructions, an Addendum, and related documents in connection with the sale, in a form as approved by the General Counsel.

Section 2. The Housing Authority Clerk is authorized to record a grant deed from the Brisbane Housing Authority to the purchaser as provided herein.

Section 3. Resolution No. HA-2021-01 is repealed.

Section 4. This resolution shall become effective immediately upon its adoption.

Karen Cunningham, Authority Chairperson

I hereby certify that the foregoing Resolution No. HA 2021-02 was duly and regularly adopted at a special meeting of the Brisbane Housing Authority on September 23, 2021 by the following vote:

AYES:

NOES:

ABSTAIN;

ABSENT:

Ingrid Padilla, Authority Clerk



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ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: ☒ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☐ Other _____

dated January 27, 2021, on property known as Parcels 007-556-010-007-560-120-007-560-130-007-560-140

in which Brisbane,
Pei-Hsung Hu and or Assignees is referred to as ("Buyer/Tenant")
and Brisbane Housing Authority, CA is referred to as ("Seller/Landlord").

1) Purchase Price to be \$2,200,000.

2) Buyer removes all contingencies.

3) Closing Date to be October 15, 2021.

4) All other terms to remain the same.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date _____

Buyer/Tenant Pei-Hsung Hu and or Assignees

Buyer/Tenant _____

Date _____

Seller/Landlord Brisbane Housing Authority, CA

Seller/Landlord _____

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM ADM PAGE 1 OF 1

Keller Williams Palmdale Estates, 1430 Howard Ave Burlingame CA 94010
Eric Liu

Phone: 4156008434

Fax: 6505911793

Brisbane Acres

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)). For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.


A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant Pei-Hsung Hu and or Assignees  02/15/2021 12:20 AM PST Date _____

Buyer/Seller/Landlord/Tenant Pei-Hsung Hu and or Assignees Date _____

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CCPA 12/19 (PAGE 1 OF 1)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

Keller Williams Peninsula Estates, 1430 Howard Ave Burlingame CA 94010
Eric Lin

Phone: 4156908434 Fax: 6505911793
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Brisbane Acres

Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane,Date: January 27, 2021

- 5. NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER _____ Date _____

SELLER _____ Date _____

BUYER Pei-Hsung Hu and or  02/15/2021 12:20 AM PST
Assignees
Pei-Hsung Hu and or Assignees _____ Date _____

BUYER _____ Date _____

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BVLIA 11/13 (PAGE 2 OF 2)



BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 2 OF 2)

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Brisbane Acres



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BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane, ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **FINANCE:** Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials (Pha) ()

Seller's Initials () ()

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BVLIA 11/13 (PAGE 1 OF 2)

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 1 OF 2)

Keller Williams Peninsula Estates, 1430 Howard Ave Burlingame CA 94010
Eric Liu

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5

Phone: 4156908434

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www.lwof.com

Brisbane Acres



Property Address: **Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane,** Date: **January 27, 2021**

38. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement.

Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

☐ One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER _____

(Print name) _____

Date _____ SELLER _____

(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____/_____) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____

(Initials)

☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Keller Williams Peninsula Estates		DRE Lic. # 01906450	
By _____	Eric Lin	DRE Lic. # 01484400	Date _____
By _____	Eric Lin	DRE Lic. # _____	Date _____
Address 1430 Howard Ave	City Burlingame	State CA	Zip 94010
Telephone (415)690-8434	Fax (650)591-1793	E-mail ericlinrealestate@gmail.com	
Seller's Brokerage Firm Avison Young		DRE Lic. # _____	
By _____	DRE Lic. # _____	Date _____	
By _____	DRE Lic. # _____	Date _____	
Address _____	City _____	State _____	Zip _____
Telephone _____	Fax _____	E-mail _____	

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials _____

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials _____

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Buyer's Acknowledge that page 11 is part of
this Agreement (_____) (_____)



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)

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Brisbane Acres

- Seller's Initials () ()

Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane, Date: January 27, 2021

- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).

Buyer's Initials Pth / _____

Seller's Initials _____ / _____

28. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 28C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials Pth / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

- 29. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

Buyer's Initials (Pth) (_____)

Seller's Initials (_____) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 9 OF 11)

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Brisbane Acres

Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane.Date: January 27, 2021

23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days After Acceptance**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or _____) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.

B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

Buyer's Initials (Pha) (_____)

Seller's Initials (_____) (_____)

VLPA REVISED 12/18 (PAGE 8 OF 11)**VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 8 OF 11)**

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Brisbane Acres

Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane.Date: January 27, 2021

- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).

C. SELLER RIGHT TO CANCEL:

- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

- P.Ha* **D. NOTICE TO BUYER OR SELLER TO PERFORM:** ~~The NBP or NSP shall: (i) be in writing, (ii) be signed by the applicable Buyer or Seller, and (iii) give the other Party at least 2 (or ____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.~~

- E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

- F. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ____) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

- G. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

- P.Ha* **20. REPAIRS:** ~~Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.~~

- 21. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or ____) Days Prior to Close Of Escrow, ~~NOT AS A CONTINGENCY OF THE SALE~~, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

- 22. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

Buyer's Initials (*P.Ha*) (_____)

Seller's Initials (_____) (_____)



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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 7 OF 11)

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Brisbane Acres

Property Address: **Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane,**Date: **January 27, 2021**

- H. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 18. TITLE AND VESTING:**
- A.** Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C.** Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D.** At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E.** Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER HAS: 7 (or ____) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. (1) BUYER HAS: 17 (or 100) Days** After Acceptance, unless otherwise agreed in writing, to:
- (i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
- (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
- (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has 5 (or ____) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials (P.H.A) (_____)

Seller's Initials (_____) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 6 OF 11)

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Brisbane Acres



Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane. Date: January 27, 2021

Pta
D. ~~MELLO-RQOS TAX; 1915 BOND ACT:~~ Within the time specified in paragraph 10, Seller shall: ~~(i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Ross Community Facilities Act, and (ii) promptly deliver to Buyer any such notice obtained.~~

E. SELLER VACANT LAND QUESTIONNAIRE: Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

14. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**

15. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.

B. At least 7 (or) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.

16. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

17. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Buyer Indemnity and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.

D. BUYER IS STRONGLY ADVISED TO INVESTIGATE 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 ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.

E. SIZE, LINES, ACCESS AND BOUNDARIES: Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

F. ZONING AND LAND USE: Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)

G. UTILITIES AND SERVICES: Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials (*Pta*) ()

Seller's Initials () ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 5 OF 11)

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Brisbane Acres



Property Address: **Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane,**Date: **January 27, 2021**

Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

- A. NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.
- B. ITEMS INCLUDED IN SALE:**
- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items: _____
- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.
- C. ITEMS EXCLUDED FROM SALE:** _____

12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:

- A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- B. WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- C. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS: 7 (or ____) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
- (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or ____) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

- PHa* **A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:**
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
- (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
- (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
- (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
- (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- B. RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.
- C. ☐ TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials (*PHa*) (_____)

Seller's Initials (_____) (_____)

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Brisbane Acres



Property Address: **Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane.** Date: **January 27, 2021**

cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

4. SALE OF BUYER'S PROPERTY:

- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
5. ☐ **MANUFACTURED HOME PURCHASE:** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer ☐ has ☐ has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or ☐ this contingency shall remain in effect until the Close Of Escrow of the Property).
6. ☐ **CONSTRUCTION LOAN FINANCING:** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan ☐ will ☐ will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or ☐ this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

- A. ADDENDA:
- | | |
|---|--|
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) | <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) | <input checked="" type="checkbox"/> Other CAR Form VLQ |

B. BUYER AND SELLER ADVISORIES:

- ☒ Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA)
- | | |
|---|---|
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input type="checkbox"/> Other _____ |

8. OTHER TERMS: Buyer's agent is related to the Buyer (in-law) and may join as a small minority owner of the Property.

9. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

- (1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: _____ prepared by _____.
- (2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.
- (3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.

B. ESCROW AND TITLE:

- (1) (a) ☒ Buyer ☐ Seller shall pay escrow fee _____.
- (b) Escrow Holder shall be **Michele Castro - FATC** _____.
- (c) The Parties shall, within 5 (or _____) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☒ Buyer ☐ Seller shall pay for owner's title insurance policy specified in paragraph 18E _____.
- (b) Owner's title policy to be issued by **Michele Castro - FATC** _____.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____.
- (2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee **If applicable** _____.
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
- (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer to pay for any HOA certification fee.
- (6) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (7) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____.
- (8) ☐ Buyer ☐ Seller shall pay for _____.
- (9) ☐ Buyer ☐ Seller shall pay for _____.

10. CLOSING AND POSSESSION: Possession shall be delivered to Buyer: (i) ☐ at 6 PM or (_____ ☐ AM/ ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than _____ calendar days after Close Of Escrow; or (iii) ☐ at _____ ☐ AM/ ☐ PM on _____.

The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association.

Buyer's Initials (PHa) (_____)

Seller's Initials (_____) (_____)

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 3 OF 11)

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Brisbane Aeres



Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane,Date: January 27, 2021**E. ADDITIONAL FINANCING TERMS:** _____

_____**F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \$ 2,279,500.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.**G. PURCHASE PRICE (TOTAL):** \$ 2,350,000.00**H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)**I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☒ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ____) Days After Acceptance.**J. LOAN TERMS:****(1) LOAN APPLICATIONS:** Within 3 (or ____) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)**(2) LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.**(3) LOAN CONTINGENCY REMOVAL:**

Within 21 (or ____) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) ☐ NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.**(5) LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.**K. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.**L. SELLER FINANCING:** The following terms (or ☐ the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.**(1) BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or ____) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.**(2) TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or ____) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.**(3) ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.**M. ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency orBuyer's Initials (PHa) (_____)

Seller's Initials (_____) (_____)

VLPA REVISED 12/18 (PAGE 2 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)

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Brisbane Acres





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VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLP, Revised 12/18)

Date Prepared: January 27, 2021

1. OFFER:

- A. THIS IS AN OFFER FROM Pei-Hsung Hu and or Assignees ("Buyer"),
B. THE REAL PROPERTY to be acquired is Parcels 007-556-010 007-560-120 007-560-130 007-560-140, situated in
Brisbane (City), San Mateo (County), California, (Zip Code), Assessor's Parcel No. (Property).
Further Described As Approximately 4.22 Acres between San Bruno Ave and Gladys Ave
C. THE PURCHASE PRICE offered is Two Million, Three Hundred Fifty Thousand
Dollars \$ 2,350,000.00
D. CLOSE OF ESCROW shall occur on _____ (date) (or ☒ 120 Days After Acceptance).
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are confirmed for this transaction:
Seller's Brokerage Firm Avison Young License Number _____
Is the broker of (check one): ☒ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent _____ License Number _____
Is (check one): ☒ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm Keller Williams Peninsula Estates License Number 01906450
Is the broker of (check one): ☒ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent Eric Lin License Number 01484400
Is (check one): ☒ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 70,500.00
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);

- OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____ The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of ... \$ _____ within _____ Days After Acceptance (or _____).
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ☒ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of \$ _____
This loan will be conventional financing OR ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing, ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ % of the loan amount. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

- (2) ☐ SECOND LOAN in the amount of \$ _____
This loan will be conventional financing OR ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ subject to financing ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ % of the loan amount. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

- (3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

Buyer's Initials (PHH) (_____)

Seller's Initials (_____) (_____)

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VLP, REVISED 12/18 (PAGE 1 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLP, PAGE 1 OF 11)

Keller Williams Peninsula Estates, 1430 Howard Ave Burlingame CA 94010
Eric Lin

Phone: 4156908434 Fax: 6505911793
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**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/17)

Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane, ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.


If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>


NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant	<u>Pei-Hsung Hu and or Assignees</u>		02/15/2021 12:20 AM PST	<u>Pei-Hsung Hu and or Assignees</u>	Date
Buyer/Tenant					Date
Seller/Landlord					Date
Seller/Landlord					Date

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WFA REVISED 12/17 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.




Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____	Date _____
Seller _____	Date _____
Buyer <u>Pei-Hsung Hu and or</u>  <u>Assignee</u>  <u>Pei-Hsung Hu and or Assignees</u>	Date _____
Buyer _____	Date _____
Buyer's Brokerage Firm <u>Keller Williams Peninsula Estates</u>	DRE Lic # <u>01906450</u> Date <u>01/27/2021</u>
By <u>Eric Lin</u>  <u>12:18 AM PST</u>	DRE Lic # <u>01484400</u> Date _____
Seller's Brokerage Firm <u>Avison Young</u>	DRE Lic # _____ Date _____
By _____	DRE Lic # _____ Date _____

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PRBS REVISED 12/18 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

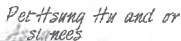
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Eric Lin

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- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS:** No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED no real estate licensee is involved in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) no real estate licensee is involved in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED no real estate licensee is involved in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Pei-Hsung Hu and or Assignees  02/15/2021 12:20 AM PST Pei-Hsung Hu and or Assignees Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Seller/Landlord _____ Date _____

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FHDA 10/20 (PAGE 2 OF 2)

FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)

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FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996, 12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION:** Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)

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Eric Lin

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Brisbane Acres

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the seller; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Seller's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Seller's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		
Buyer's Brokerage Firm	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is the broker of (check one): <input type="checkbox"/> the buyer; or <input type="checkbox"/> both the buyer and seller. (dual agent)		
Buyer's Agent	DO NOT COMPLETE. SAMPLE ONLY	License Number
Is (check one): <input type="checkbox"/> the Buyer's Agent. (salesperson or broker associate) <input type="checkbox"/> both the Buyer's and Seller's Agent. (dual agent)		

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/18 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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Brisbane Acres



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Buyer's Brokerage Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/18)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant Pei-Hung Hu and or   02/15/2021 12:20 AM PST Date _____
Pei-Hung Hu and or Assignees

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Keller Williams Peninsula Estates DRE Lic. # 01906450

By Eric Lin   Real Estate Broker (Firm) 12:16 AM PST DRE Lic. # 01484400 Date _____
(Salesperson or Broker-Associate, if any) Eric Lin

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AD REVISED 12/18 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Keller Williams Peninsula Estates, 1430 Howard Ave Burlingame CA 94010 Phone: 4156908434 Fax: 6505911793 Brisbane Acres
Eric Lin Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwof.com





SELLER VACANT LAND QUESTIONNAIRE

(C.A.R. Form VLQ, 11/12)

Seller makes the following disclosures with regard to the real property described as Parcels 007-556-010 007-560-120 007-560-130
Assessor's Parcel No. _____, situated in Brisbane
County of San Mateo, California ("Property").

1. The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker have not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desire legal advice, they should consult an attorney.
2. **Note to Seller: PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
 - Answer based on actual knowledge and recollection at this time.
 - Something that you do not consider material or significant may be perceived differently by a Buyer.
 - Think about what you would want to know if you were buying the Property today.
 - Read the questions carefully and take your time.
3. **Note to Buyer: PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
 - Something that may be material or significant to you, may not be perceived the same way by the Seller.
 - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
 - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
 - Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check section VI.
5. **BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:**

	ARE YOU (SELLER) AWARE OF...
A. Surveys, markers, stakes, pins or maps showing the location of the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B. Any unrecorded easement, encroachment or other dispute, maintenance or use agreement affecting access to, or the boundaries of, the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. Use of the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress, or other travel or drainage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
D. Leases, rental agreements, service contracts, licenses, permits or related agreements regarding use of the Property by others	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
E. Use of any neighboring property by you	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
F. The absence or limitation of legal or physical access to the Property	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Explanation: SEE ATTACHED ADDENDUM

6. **GEOLOGIC CONDITIONS AND ENVIRONMENTAL HAZARDS:**

	ARE YOU (SELLER) AWARE OF...
A. Fill (compacted or otherwise), soil instability, caves, mines, caverns, or slippage on the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B. Radon, methane or other gases, contaminated soil or water, hazardous waste, or waste disposal sites on the Property	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
C. Fuel, oil or chemical storage tanks above or underground	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D. Past or present treatment or eradication of pests or odors	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Explanation: SEE ATTACHED ADDENDUM

Buyer's Initials () ()

Seller's Initials CM ()

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VLQ REVISED 11/12 (PAGE 1 OF 4)



SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 1 OF 4)

C.

Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane, Date: 2/12/21**7. GOVERNMENTAL:****ARE YOU (SELLER) AWARE OF...**

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

Explanation: SEE ATTACHED ADDENDUM**8. WATER-RELATED ISSUES:****ARE YOU (SELLER) AWARE OF...**

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

Explanation: _____

9. UTILITIES AND SERVICES:**ARE YOU (SELLER) AWARE OF...**

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

Explanation: SEE ATTACHED ADDENDUM**10 LANDSCAPING, AGRICULTURE, STRUCTURES OR OTHER IMPROVEMENTS: ARE YOU (SELLER) AWARE OF...**

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

Explanation: SEE ATTACHED ADDENDUM**11. NEIGHBORHOOD:****ARE YOU (SELLER) AWARE OF...**

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

Explanation: SEE ATTACHED ADDENDUM

Buyer's Initials () ()

Seller's Initials OW ()

VLQ REVISED 11/12 (PAGE 2 OF 4)

SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 2 OF 4)

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Brisbane Acres



C.

Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane, Date: 2/12/21**12. COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS:****ARE YOU (SELLER) AWARE OF...**

- A. Any Homeowner or Property Owner Association (OA) governing the Property, or any pending or proposed dues increases, special assessments, rules changes, insurance, availability issues or threatened or pending litigation by or against the OA affecting the Property

☐ Yes ☒ No

Explanation: _____

13. TITLE, OWNERSHIP AND LEGAL CLAIMS:**ARE YOU (SELLER) AWARE OF...**

- A. Any other person or entity on title other than Seller(s) signing this form
- B. Leases, options or claims affecting or relating to title or use of the Property
- C. Any other person or entity other than Seller(s) signing this form with a legal claim to oil, mineral, gas or water rights
- D. Past, present, pending or threatened lawsuits, mediations, arbitrations, tax liens, abatement liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, OA or neighborhood

☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ NoExplanation: SEE ATTACHED ADDENDUM**14. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:****ARE YOU (SELLER) AWARE OF...**

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to correct damage

☐ Yes ☒ No

Explanation: _____

15. OTHER:**ARE YOU (SELLER) AWARE OF...**

- A. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to the condition of the Property or easements, encroachments, boundary disputes or environmental conditions affecting the Property (If yes, provide any such documents in your possession to Buyer)
- B. Department of Real Estate Public Report, or subdivision map
- C. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.)
- D. The release of an illegal controlled substance on or beneath the Property
- E. Whether the Property is located in or adjacent to an "industrial use" zone (In general, a zone or district allowing manufacturing, commercial or airport uses.)
- F. Whether the Property is affected by a nuisance created by an "industrial use" zone
- G. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.)
- H. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision
- I. Insurance claims affecting the Property within the past 5 years
- J. Matters affecting title of the Property
- K. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer

☒ Yes ☐ No☐ Yes ☒ No☐ Yes ☒ No☒ Yes ☐ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ No☐ Yes ☒ NoExplanation: SEE ATTACHED ADDENDUM

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

Buyer's Initials () ()

Seller's Initials CMK ()

VLQ REVISED 11/12 (PAGE 3 OF 4)

SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 3 OF 4)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Brisbane Acres



C.

Property Address: Parcels 007-556-010 007-560-120 007-560-130 007-560-140, Brisbane, Date: 2/12/21

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

Date FEBRUARY 12, 2021SELLER BRISBANE HOUSING AUTHORITYX By Clayton HolstinePrint name CLAYTON HOLSTINETitle EXECUTIVE DIRECTOR

Date _____

SELLER _____

By _____

Print name _____

Title _____

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

Date _____

BUYER _____

By _____

Print name Pei-Hsung Hu and or Assignees

Title _____

Date _____

BUYER _____

By _____

Print name _____

Title _____

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VLQ REVISED 11/12 (PAGE 4 OF 4)

SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 4 OF 4)

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Brisbane Acres

Seller Vacant Land Questionnaire Addendum

Assessor's Parcel No.: 007-556-010, 007-560-120, 007-560-130, 007-560-140

V. Seller Awareness

- **Boundaries, Access, and Property Use by Others**

5 C, E, AND F

Questions ~~3, 5, and 6~~ (Yes)

Explanation: See various recorded access easements in Title Report. The Site Engineering Feasibility Study prepared by MacLeod and Associates, Inc. (February 9, 2009) notes that there is no easement description for the existing dirt service road crossing Parcel II that is currently used by the San Francisco Water Department for access to their adjacent property.

- **Geologic Conditions and Environmental Hazards**

6 A

Question ~~7~~ (No)

Explanation: See Phase 1 Environmental Site Assessment prepared by Fugro West, Inc. (December 2008), Geotechnical and Geologic Feasibility Study prepared by Fugro West, Inc. (December 23, 2008), and Site Engineering Feasibility Study prepared by MacLeod and Associates, Inc. (February 9, 2009).

- **Governmental**

7D AND 7F

7L

Questions ~~14 and 16~~ (No) and ~~22~~ (Yes)

Explanation: The property is located within the San Bruno Mountain Habitat Conservation Plan area and a biological resources assessment would be required prior to any site development to identify potential habitat resources on the site. An HCP Operating Program would also need to be adopted to govern long-term management of the site in regards to the HCP, based on the biological resources assessment. The Brisbane Municipal Code (BMC Chapter 8.50), as well as the HCP require weed abatement and impose landscaping requirements. Tree removal permitting is governed by Chapter 12.12 of the BMC.

- **Water-Related Issues**

8A AND 8B

Questions ~~23 and 24~~ (No)

Explanation: See Phase 1 Environmental Site Assessment prepared by Fugro West, Inc. (December 2008), Geotechnical and Geologic Feasibility Study prepared

Ch L 1 DE
02/12/2021

by Fugro West, Inc. (December 23, 2008), and Site Engineering Feasibility Study prepared by MacLeod and Associates, Inc. (February 9, 2009).

- **Utilities and Services**

⁹
Question ~~25~~ (Yes)

Explanation: City records show sewer, water, and storm drain lines directly adjacent to the property on Gladys Avenue and San Bruno Avenue. A boundary and topographic survey will be required to confirm the presence of utilities on the property itself.

- **Landscaping, Agriculture, Structures or Other Improvements**

^{10 D}
Question ~~29~~ (Yes)

Explanation: See Phase 1 Environmental Site Assessment prepared by Fugro West, Inc. (December 2008) for description of remnant structures on property.

- **Neighborhood**

¹¹
Question ~~30~~ (Yes)

Explanation: The property is located within 4 miles of the San Francisco International Airport and within ¼ mile from US Highway 101. The property is abutted by a lot currently developed with above-ground propane storage tanks at 3898 Bayshore Boulevard.

- **Title, Ownership and Legal Claims**

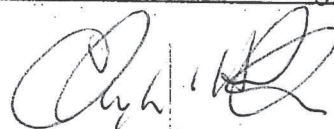
^{13 E}
Question ~~33~~ (Yes)

Explanation: Refer to Title Report for recorded easements.

- **Other:**

^{15A AND 15 E}
Questions ~~37 and 44~~ (Yes)

Explanation: See Phase 1 Environmental Site Assessment prepared by Fugro West, Inc. (December 2008), Geotechnical and Geologic Feasibility Study prepared by Fugro West, Inc. (December 23, 2008), and Site Engineering Feasibility Study prepared by MacLeod and Associates, Inc. (February 9, 2009). The property adjoins properties zoned SCRO-1 Southwest Bayshore Commercial District which allows commercial uses by Conditional Use Permit. Refer to SCRO-1 district regulations in BMC Chapter 17.16.


02/12/2021

C.

MACLEOD AND ASSOCIATES, INC.
CIVIL ENGINEERING • LAND SURVEYING

February 9, 2009

Fred Smith
Assistant to the City Manager
City of Brisbane
50 Park Place
Brisbane, CA 94005

RE: SITE ENGINEERING FEASIBILITY STUDY

**Property at McLain Avenue, San Bruno Avenue, and Gladys Avenue
APN 007-556-010 and APN 007-560-120, 130, and 140**

Dear Mr. Smith,

Thank you for the opportunity to prepare and submit this site engineering feasibility study for the above-referenced properties. Our findings, opinions and conclusions presented herein are based upon a site visit and review of the material described.

SITE TOPOGRAPHIC DATA

A review of the topographic survey plan previously prepared by our office, dated February 6, 2009 (copy attached), indicates that there are four (4) parcels containing a total of approximately 4.0 acres. The parcels are numbered I through IV on the topographic plan. The property has frontage on three paved streets: San Bruno Avenue, McLain Avenue and Gladys Avenue. San Bruno Avenue and a portion of Gladys Avenue appear to be publicly maintained streets while McLain Avenue is a private roadway. There is also a dirt service road leading southerly from McLain Avenue to adjacent property on the south that is owned by the City and County of San Francisco Water Department.

The portion of Gladys Avenue lying adjacent to Parcels II and III is a "paper street" only, and does not have any constructed roadway within its right-of-way. This portion is steeply sloped and is crossed by a large drainage gully. To extend the paved roadway through this portion of right-of-way would require the construction of a bridge and extensive retaining walls. For purposes of this study, it is assumed that the "paper street" portion of Gladys Avenue will not be used for site access due to the high construction costs that would be associated with a bridge.

The site is generally undeveloped and covered with dense brush and a few mature trees. The slope of the property varies from steep to moderately steep and generally slopes downward in an easterly direction. There are two drainage flows or gullies that cross the site. The major gully is in the middle of the site and collects surface runoff from the

upper hills and transmits it toward the intersection of McLain Avenue and San Bruno Avenue. The only visible drainage structures in this area to collect the runoff are two catch basins located on the west side of the intersection. A smaller gully is located at the southerly end of the site. It too transmits runoff from the west toward a drain inlet at the intersection of McLain Avenue and the dirt service road.

SITE EASEMENTS

We have reviewed the Amended Preliminary Report prepared by First American Title Company, Order No. NCS-370001-SF, dated Feb. 6, 2009. The site is encumbered with various utility and access easements. Those easements from the report that lie within the subject parcels are plotted on the Topographic Survey Plan. The most predominant is title exception #6, 144 O.R. 519, which is a 50-foot wide PG&E easement that bisects the property in a north-south direction. According to PG&E utility records, there are no existing facilities within the easement. If this easement is not quitclaimed by PG&E, it could severely restrict those areas of the site that could be developed.

Title exception #10, 747 O.R. 154, an easement for aqueduct tunnel purposes in favor of the San Francisco Water Department, is plotted at the most easterly corner of Parcel II. This easement should have no affect on proposed development.

Title exception #14, 5484 O.R. 744, is an easement for sanitary sewer purposes in favor of the City of Brisbane and has two strips that are plotted in locations on Parcel II. The current location of the most easterly strip restricts the development of the southeast portion of Parcel II.

Title exception #17, Doc. # 2005-048116, is an easement for road purposes in favor of property lying east of Parcel II. It encumbers Parcel IV in its entirety and restricts development of structures within Parcel IV. The easement may also possibly restrict other construction within Parcel IV, but that is a legal issue that is beyond the scope of this study.

It should be noted that there is no specific easement description for the existing dirt service road crossing Parcel II that is currently used by the San Francisco Water Department for access to their adjacent property. Un-recorded prescriptive easement rights may have established themselves over time. It will be important to resolve the access issue with the Water Department as it could effect development on the site.

EVALUATION OF FUGRO WEST GEOTECHNICAL AND GEOLOGICAL STUDY

The study by Fugro West identifies areas of possible slope failure, erosion hazards, and localized flooding that will have an effect on the siting of new homes. Two drainage gullies that cross the site can potentially contribute to soil debris flows, erosion hazards,

and localized flooding. The lower portions, or "delta" areas, of the gullies are those portions of the property having the least inclined slopes and therefore may be the most desirable locations for new homes. The remaining steep portions of the site are also prone to hillside erosion. The Fugro West study does indicate that these concerns can most likely be mitigated by site engineering and drainage design. For the purposes of this study, we have assumed that the gully area on Parcel II is buildable and that the gully area on Parcels I/III is a possible building site that, if needed, can be used to reach the desirable number of new living units, but may require more site engineering studies and construction costs.

DRAINAGE

The site slopes downward and drains in an easterly direction. There are two predominant drainage gullies that collect water from the adjacent hills to the west.

A minor gully crosses Parcel II and directs runoff to an existing drain inlet. The inlet then transmits the storm runoff via 10" and 21" diameter pipes to one of two inlets on the westerly side of the McLain/San Bruno Avenue intersection. Based upon preliminary storm runoff calculations, the 10" pipe is not large enough to transmit runoff from a 100-year storm event. If a 100-year event is used as the basis for future development, the 10" pipe will need to be replaced with a 21" pipe.

A major gully crosses Parcels I and III and directs runoff to the two inlets at the intersection. The pipes for these inlets are adequate to handle the 100-year storm event.

It will be necessary to direct water from the uphill regions around any future home sites. It is also assumed that any future development at the site will incorporate any necessary storm water storage to preclude the increase of post-development runoff from exceeding that of pre-development runoff.

SITING OF NEW STRUCTURES

Due to the steep ground slopes on a majority of the site, the location of any future structures is dictated not only by the geotechnical/geologic factors, but also by the ability to access those structures with a proper roadway that meets fire department access requirements and required backup width for residents' vehicles.

GLADYS AVENUE

Accessing the site from Gladys Avenue will require the widening of the current roadway. Due to the existing residences on the west side of the road, the widening will have to occur on the downhill east side. This east side is steep with slopes ranging from 1:1 to 1.5:1 (horiz. to vert.) Although the fire department requires a 20-foot roadway, it should be widened to a minimum width of 25 feet to allow for proper backup space for vehicles backing out of new garages. This will require extensive retaining wall construction with

wall heights varying from 2 to 10 feet. The one advantage of home access from Gladys Avenue is that once the roadway has been widened, home construction will take place on the adjacent down-slope. This will allow for pier/stilt/pony wall construction which has foundation costs that are cheaper than up-slope retaining wall construction costs. However, the heights of the structures at the rear of the new garages may exceed 30 feet from grade to roof, which is not consistent with City height restrictions (30 feet max.)

A fire department turnaround will also be needed. The construction of the turnaround on Gladys Avenue will require extensive grading and/or structural considerations due to the ground slopes and the location of adjacent residences. A turnaround structure overhanging the downhill slopes will be 28 feet to 30 feet in height from existing grade to the finished paved surface.

Due to grades at the intersection of Gladys Avenue and San Bruno Avenue, and its hairpin-turn configuration, it will not be possible to widen the intersection to allow adequate fire department access from the southern direction of San Bruno Avenue.

NORTHERN PORTION OF SAN BRUNO AVENUE

Accessing the site along the northern portion of San Bruno Avenue poses problems due to the steep up-slopes from the roadway into the site. Assuming driveways will enter the site perpendicular to the roadway, retaining walls will be needed to build the driveways and construct garages/dwellings. At a minimum, retaining wall heights at the rear of the garages will be in excess of 12 feet, with most exceeding 18 feet. Driveways directly accessing San Bruno Avenue along its curved section might also create site distance-visibility safety issues related to vehicular and pedestrian traffic.

SOUTHERN PORTION OF SAN BRUNO AVENUE

Accessing the site along the southern portion of San Bruno Avenue is possible. It will require the construction of a 25-foot wide roadway, which will be wide enough to allow proper backup width for exiting of vehicles from the new garages. The new roadway will require retaining walls varying in height from 2 to 5 feet. This location also poses steep upslope problems for new garages. Retaining wall heights at the rear of the garages will vary from 13 feet to 15 feet. It appears possible to fit at least four units in this portion of the site. Four to five additional units could be added to this area if construction is undertaken in the large drainage gully, and the existing access easement through parcel 4 is either quitclaimed or re-written to allow roadway construction within the easement. This would also allow for access to these units from McLain Avenue.

McLAIN AVENUE

Accessing the site from McLain Avenue will require obtaining an easement over the current roadway location and widening the paved road to a minimum of 20 feet. The McLain route allows access to that portion of the site having the slightest slopes and the greatest potential for home construction. The widening of McLain Avenue will not require the construction of any large retaining walls. While the eastern side of Parcel II is

not as steep as the rest of the site, it will still require major grading and retaining wall construction to build any homes. A fire department turnaround will be needed at the southerly end of McLain Avenue and considerations must be given to the existing dirt roadway used by San Francisco Water Department.

UTILITIES

Based upon available utility records obtained from the City of Brisbane and PG&E, there appears to be adequate facilities nearby to service the site.

Water – There is a 6" water main in San Bruno Avenue. This main will have to be extended through McLain Avenue to serve any new structures along that route. Fire hydrants will also be needed along and at the end of the route. There is a water main of unknown size in Gladys Avenue which services the homes and hydrants along that street. It is assumed that it is of adequate size to service any new homes that might front on Gladys Avenue.

Sanitary Sewer – There are 6" diameter sanitary sewer mains along San Bruno Avenue, Gladys Avenue and McLain Avenue. However, to avoid the use of sanitary sewer ejector pumps for any new units on Gladys Avenue, the discharge from those units will have to be collected in a new main and transmitted downhill to a point of connection with the San Bruno Avenue or McLain Avenue sewer main. The McLain sewer also crosses Parcel II. The sizes and slopes of the existing mains are adequate to handle any new sanitary sewer discharge from the site.

Gas – There is a 2" gas main on San Bruno Avenue and Gladys Avenue, which is of sufficient size to serve any new homes along those streets. There are no gas facilities within McLain Avenue. A new main will have to be installed in McLain to service any new homes off that street. This installation would most likely be part of a joint trench installation with electric, telephone and cable TV.

Electric, Telephone & Cable TV – There are overhead lines for electric, telephone and CATV along San Bruno Avenue and Gladys Avenue. The existing utility poles on Gladys Avenue will have to be removed to allow for future roadway widening. At that time, we anticipate that a new underground joint trench will be required to replace the overhead lines. There are overhead electric lines along a portion of McLain Avenue, but no telephone or CATV facilities. It is assumed that the overhead electric lines will be removed and new underground joint trench will be required to serve McLain Avenue from San Bruno Avenue.

POSSIBLE SITE SOLUTIONS

It is our understanding that the proposed developer of the site, Habitat for Humanity Greater San Francisco, Inc., is attempting to find on-site areas where it can build

approximately 20 to 25 dwelling units. We have reviewed the above-described site constraints and have attached exhibits indicating possible buildable site areas. Due to site constraints, it is assumed that the project will have cluster-type housing and not detached single family dwellings. Property zoning changes or variances may be necessary from the City of Brisbane Planning Department to build on the site.

Exhibit "A" indicates the possible location of at least four units (Units 1 through 4) that could be served by a roadway/driveway from San Bruno Avenue. Wall heights at the rear of the garages will vary in height from 13 feet to 15 feet. A schematic cross section through the units is attached as Exhibit "B". This area lies immediately north of the lower area of the large drainage gully. If more unit locations are desired, four to five more units could be located south of the four described, into the lower reaches of the gully. The roadway/driveway serving these units could then be extended further south and tied into McLain Avenue.

Exhibit "C" and "D" indicate the possible location of at least 10 units (Units 5 through 14) that could be served directly off of a widened McLain Avenue. Wall heights at the rear of the garages will vary in height from 5 feet to 10 feet. A schematic cross section through the units is attached as Exhibit "E".

Exhibit "F" indicates the possible location of six additional units (Units 15 through 20) that would be served by a new roadway/driveway off of the southerly end of McLain Avenue. Wall heights at the rear of the garages will vary in height from 5 feet to 8 feet. A schematic cross section through the units is attached as Exhibit "G". The new street intersection created by the new roadway/driveway with McLain Avenue would also act as a fire department "hammerhead" turn-around. The new driveway/roadway could also be configured to provide continued access to the adjacent San Francisco Water Department property.

Exhibit "H" indicates what a fire department turnaround and typical unit garage may look like when constructed on a widened Gladys Avenue. The heights of the structures at the rear of the new garages might exceed 30 feet from grade to roof. A schematic cross section through the turnaround is also shown on Exhibit "I". The turnaround structure overhanging the downhill slope will be 28 feet to 30 feet in height from existing grade to the finished paved surface. It may be possible to fit up to 12 units along the east side of Gladys Avenue.

PRELIMINARY COST ESTIMATES

Separate construction cost estimates (approximate; for "magnitude of cost" purposes only) are attached for the site construction of Units 1 through 4, Units 5 through 20, and for the Gladys Avenue widening. The costs include utility mains fronting the units, grading for roadway and general building pads, roadway paving, major drainage, and unit retaining walls needed to create the general building pads. Parking for seven additional vehicles adjacent to Units 5 through 20 is also included.

Some, but not all, exclusions to the estimates are:

- utility laterals from the mains to the units
- garage slabs or other non-retaining building foundations
- finish grading and drainage around structures
- landscaping
- other portions of the units' structure
- storm drain storage requirements
- lower building pads for units on Gladys Avenue

CONCLUSION

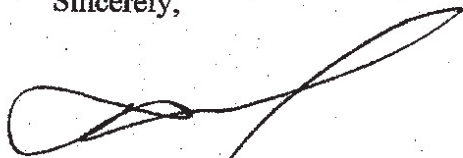
Although the site is hampered by slope and access constraints, there are a few select areas where dwelling units can be built. In addition to the 20 numbered units shown herein, an additional four to five units could possibly be added southerly of Units 1 through 4. The costs for those units may be more, or less, than the costs associated with the other units. It would depend on site specific soil investigations as recommended in the Fugro West report.

Additional units could be built along Gladys Avenue after the road is widened. These units will require "bridged" driveways. However, there are other factors that must be considered for the Gladys Avenue units. The architecture of the units will require that the buildings be "stepped" down the slope to avoid height limitations. Stairways from the garage levels down to lower living levels will add to the width or depth of the structures. The construction of the fire department turnaround could become an aesthetic issue due to its height. The construction of the new units may raise issues with neighbors on the opposite side of the street regarding their easterly views.

In general, construction "per unit" costs for the site will be greater than those associated with flatter, more accessible parcels.

If you have any questions, or wish to discuss any aspect of this study, please don't hesitate to call.

Sincerely,



Daniel G. MacLeod, P.E., P.L.S.



46

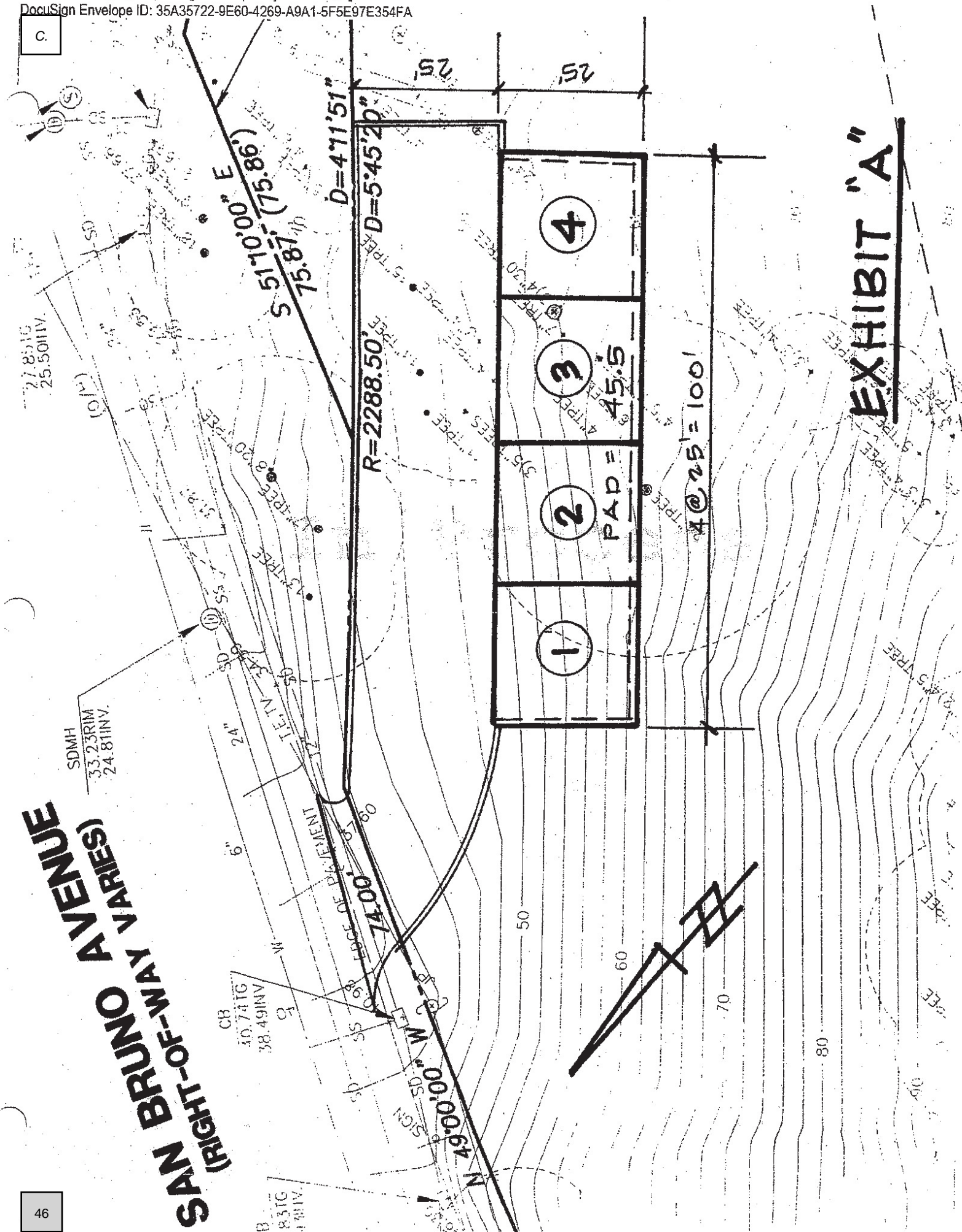
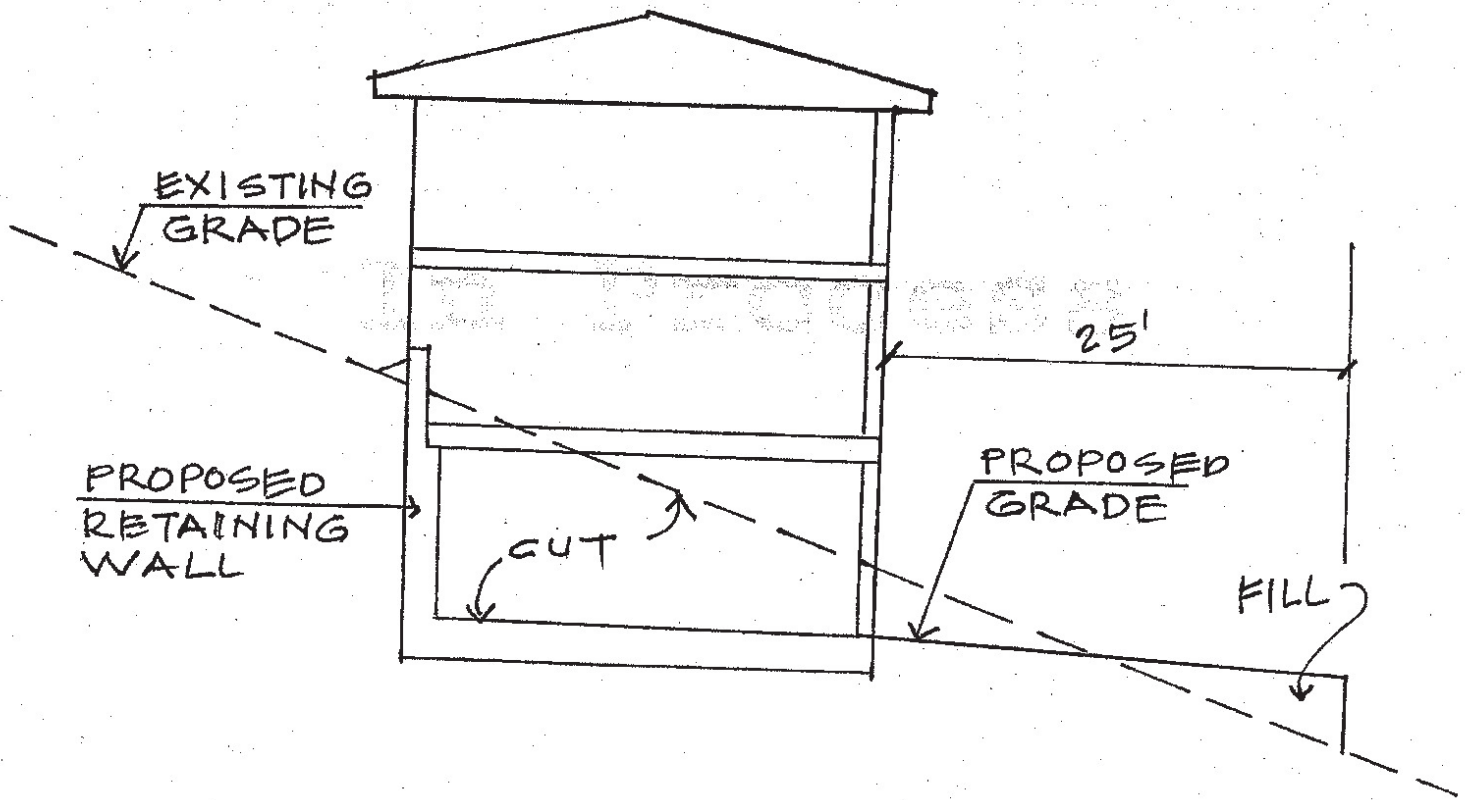


EXHIBIT "A"

C.



○ **TYPICAL SECTION**
N.T.S. (UNITS 1 THROUGH 4)

EXHIBIT "B"

C.

MacLAIN AVENUE

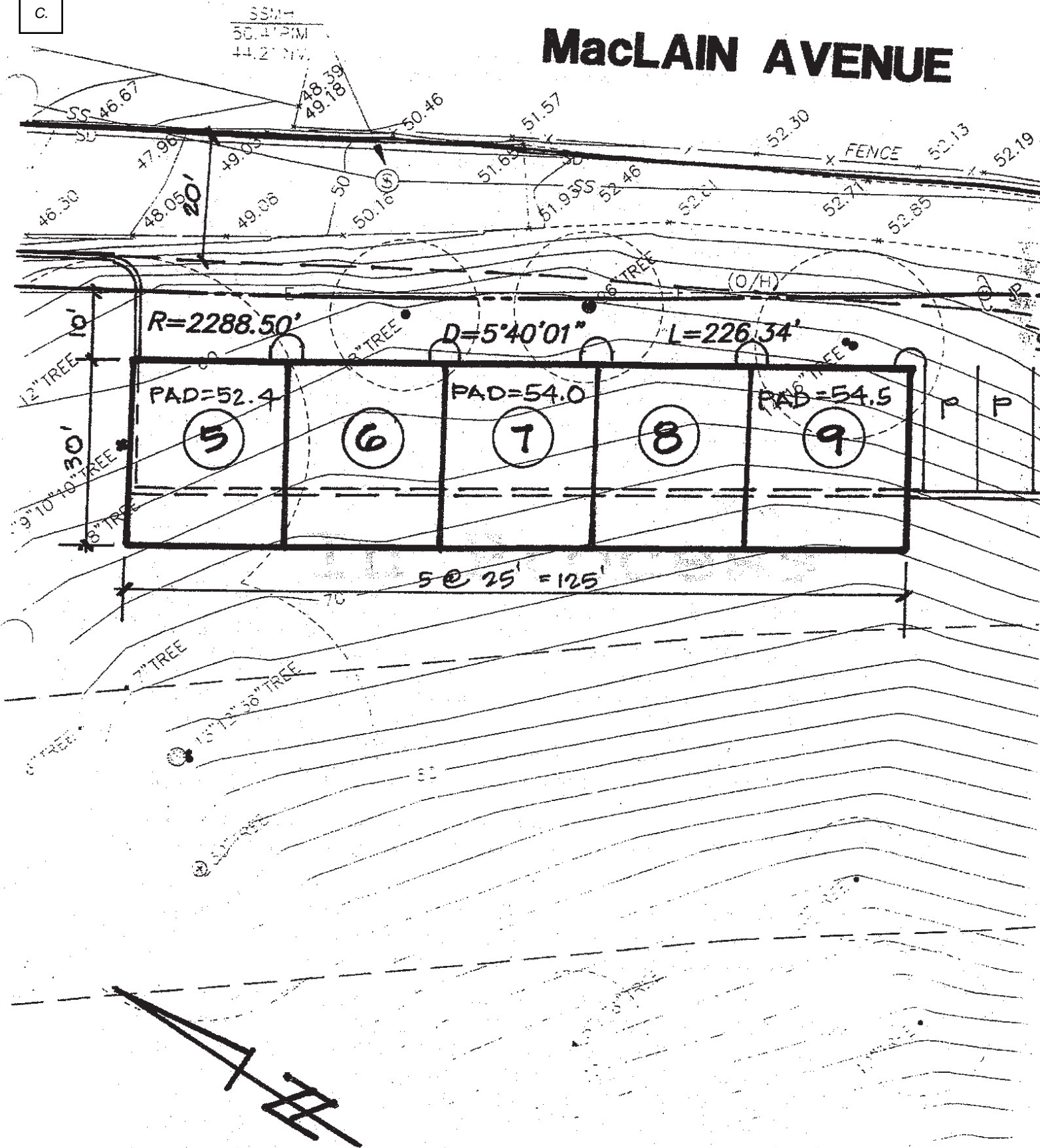


EXHIBIT "C"

MacLAIN AVENUE

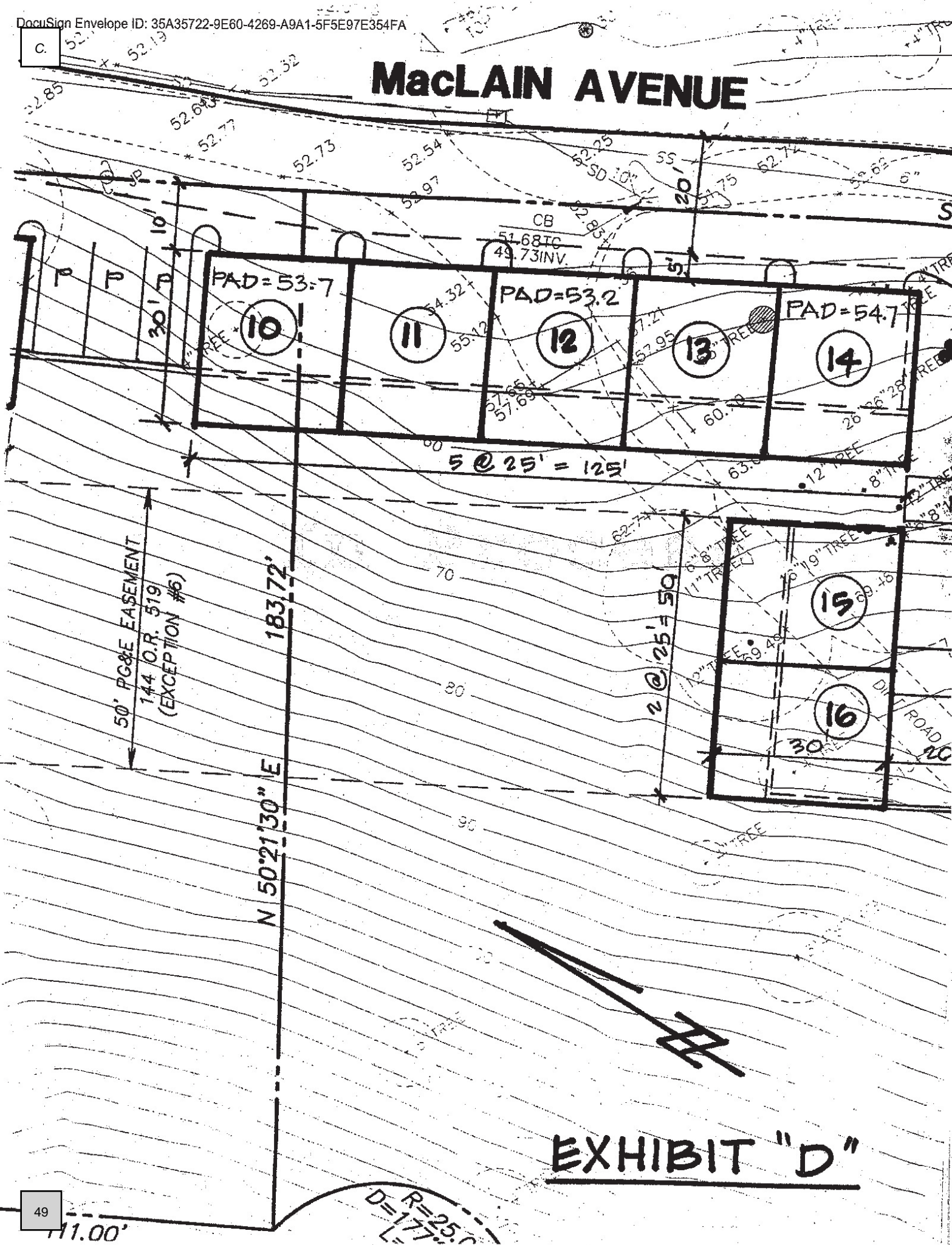
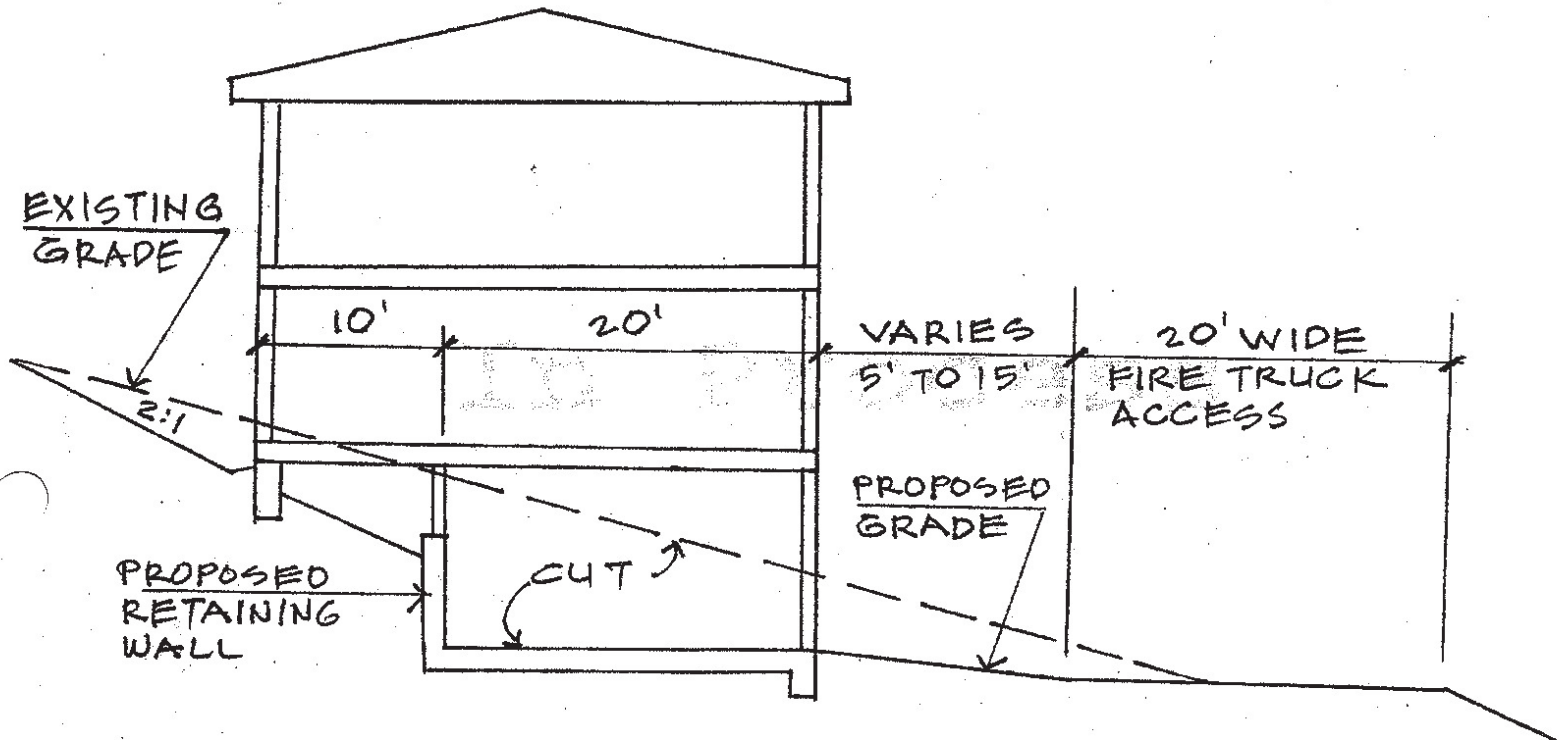


EXHIBIT "D"

C.



TYPICAL SECTION
H.T.S. (UNITS 5 THROUGH 14)

EXHIBIT "E"

C.

MacLAIN AVENUE

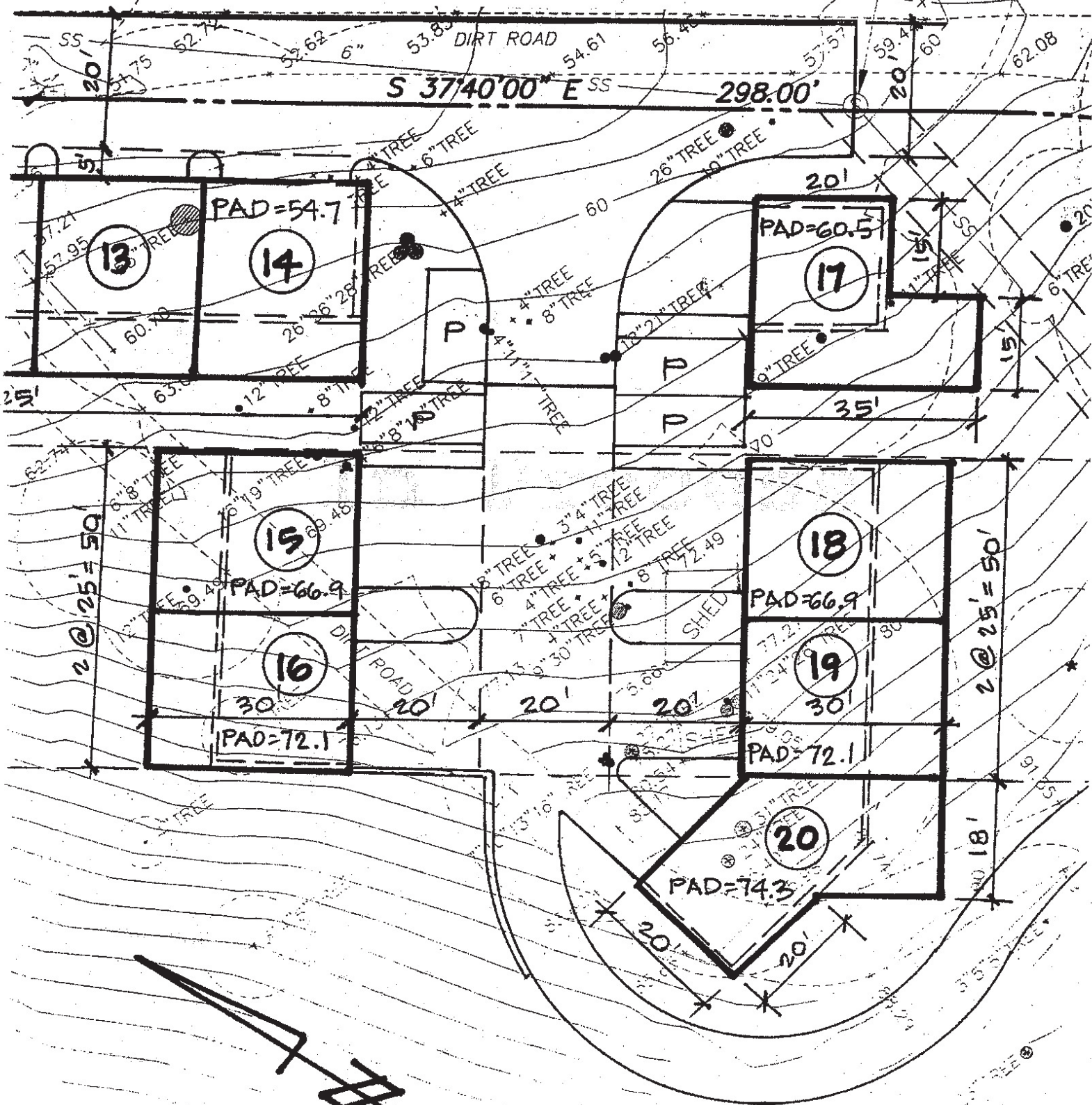
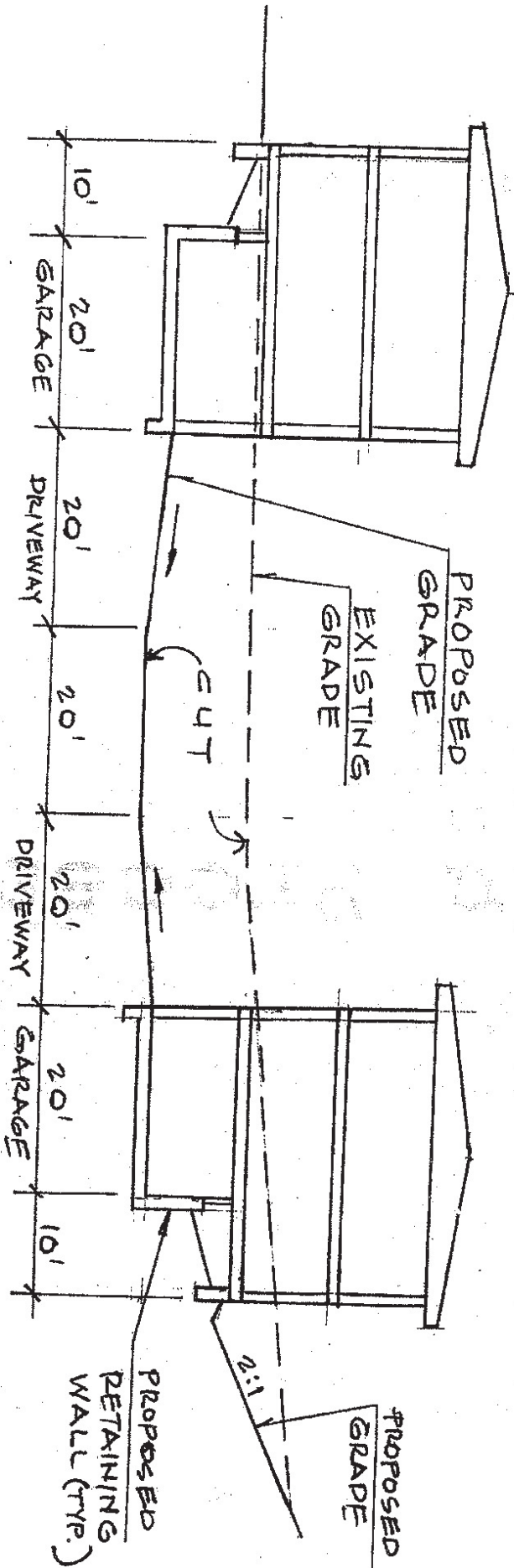


EXHIBIT "F"



TYPICAL SECTION N.T.S. (UNITS 15 THROUGH 20)

C

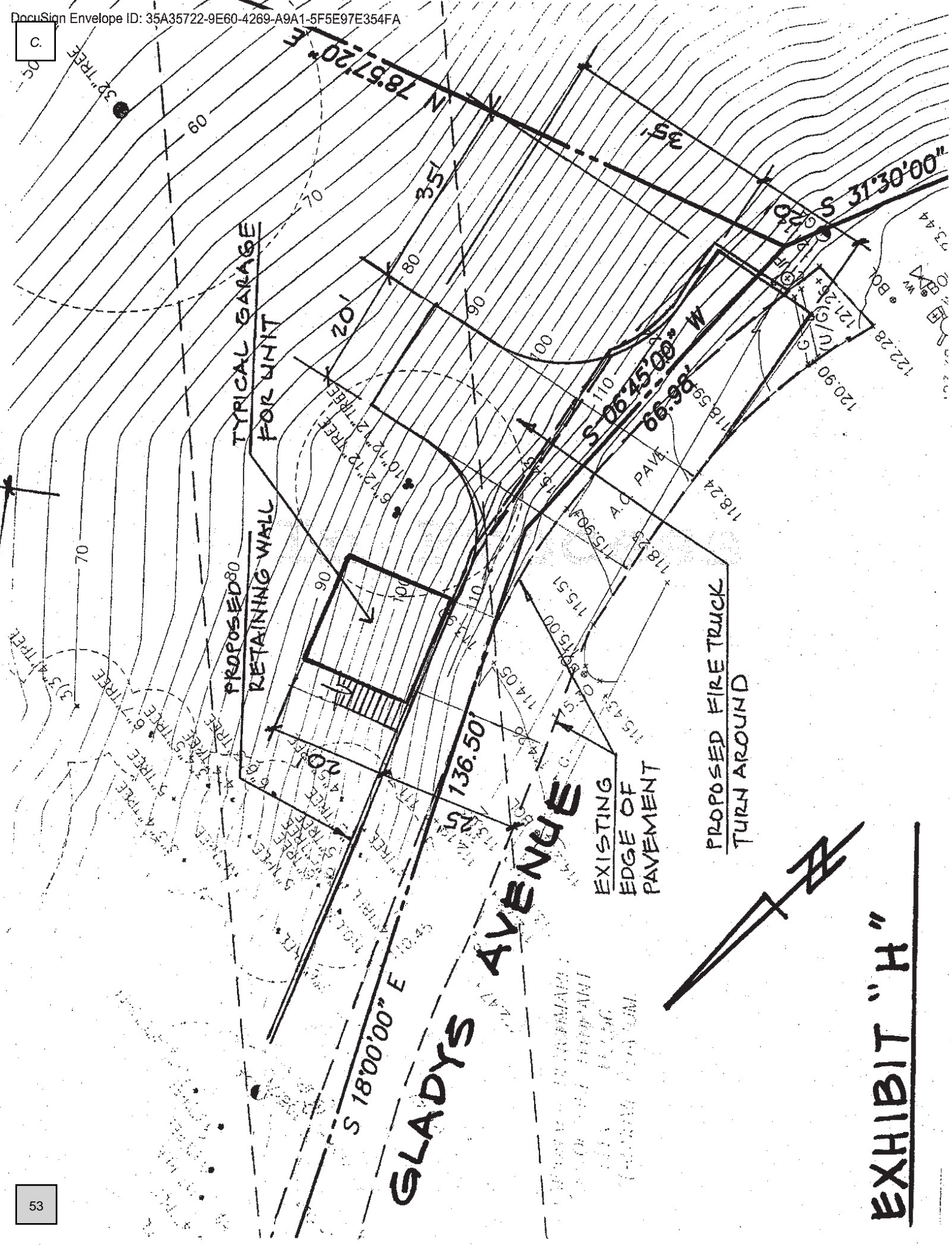
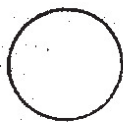
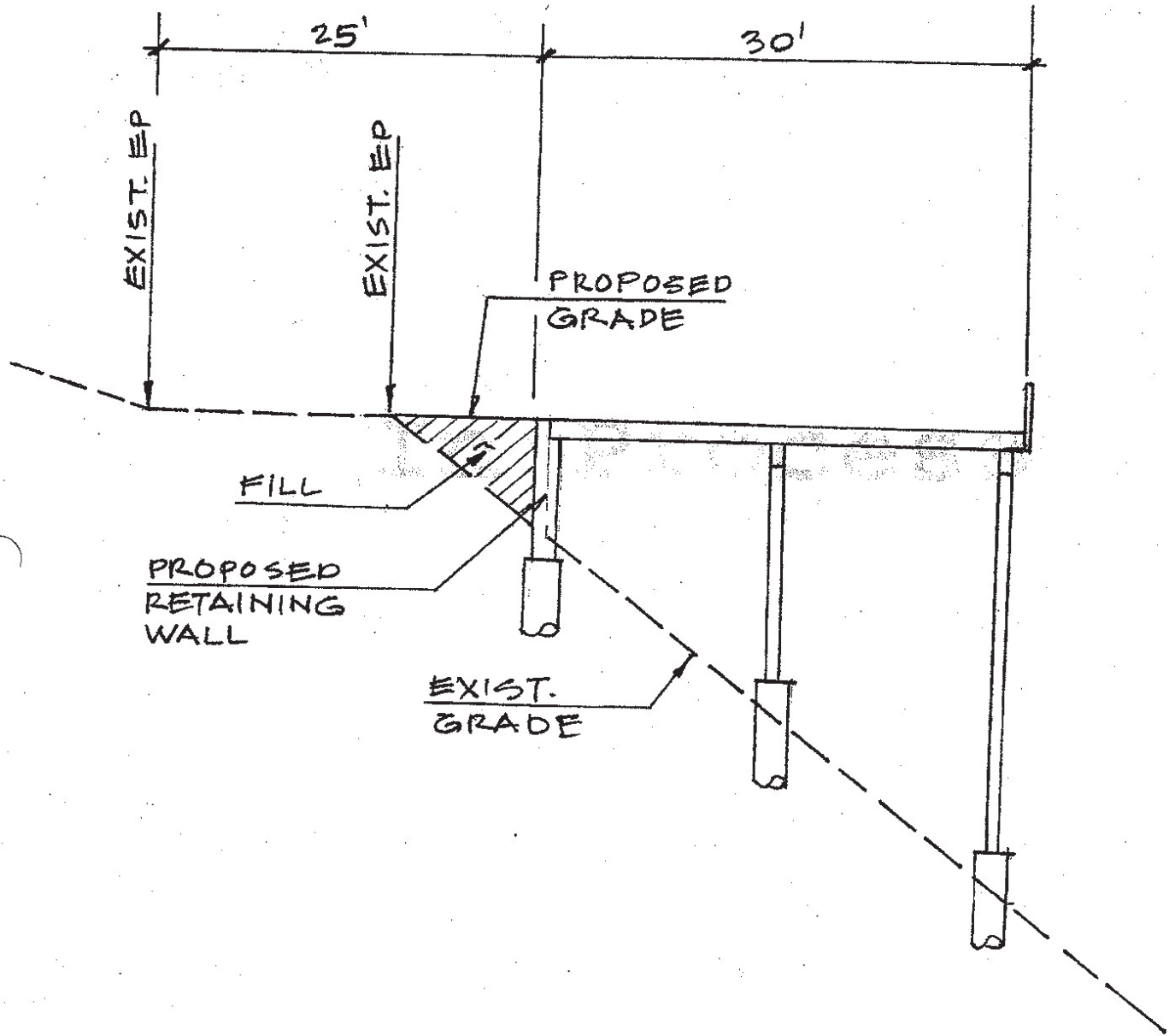


EXHIBIT "H"

C.



TYPICAL SECTION

N.T.S. (FIRE TRUCK TURNAROUND)

EXHIBIT "I"

C.

**COST ESTIMATE FOR ROAD/DRIVEWAY/PAD CONSTRUCTION
FOR 4 RESIDENTIAL UNITS OFF OF SAN BRUNO AVENUE
BRISBANE, CALIFORNIA**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM PRICE
1.	CLEAR AND GRUB	LS	LS.	\$ 5,000.00	\$ 5,000.00
2.	TREE REMOVAL (SIZE VARIES 14" TO 30")	5	EA.	1,000.00	5,000.00
3.	DRIVEWAY PAVING	3,500	SF.	5.00	17,500.00
4.	INSTALL 6" PVC WATER MAIN (C-900 CL 200)	130	LF.	70.00	9,100.00
5.	INSTALL 6" SEWER MAIN (PVC SDR 26)	145	LF.	60.00	8,700.00
6.	INSTALL JOINT TRENCH	570	LF.	30.00	17,100.00
7.	INSTALL 2' HIGH RETAINING WALL	100	LF.	100.00	10,000.00
8.	INSTALL 4' HIGH RETAINING WALL	35	LF.	250.00	8,750.00
9.	INSTALL 5' HIGH RETAINING WALL	45	LF.	300.00	13,500.00
10.	INSTALL 13' HIGH RETAINING WALL	50	LF.	900.00	45,000.00
11.	INSTALL 15' HIGH RETAINING WALL	50	LF.	1,100.00	55,000.00
12.	CUT AND EXPORT	1,000	CY.	20.00	20,000.00
13.	CUT & FILL ON SITE	100	CY.	10.00	1,000.00
SUB-TOTAL:					\$ 215,650.00
15% CONTINGENCY:					32,347.50
TOTAL:					\$ 247,997.50

C.

**COST ESTIMATE FOR ROAD/DRIVEWAY/PAD CONSTRUCTION
FOR 16 RESIDENTIAL UNITS OFF OF McCLAIN AVENUE
BRISBANE, CALIFORNIA**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM PRICE
1.	CLEAR AND GRUB	LS.	LS.	\$10,000.00	\$10,000.00
2.	TREE REMOVAL (SIZE VARIES 4" TO 56")	35	EA.	1,000.00	35,000.00
3.	ROADWAY PAVING & FIRE TRUCK ACCESS	11,400	SF.	7.00	79,800.00
4.	DRIVEWAY & PARKING PAVING	5,800	SF.	5.00	29,000.00
5.	INSTALL 6" PVC WATER MAIN (C-900 CL 200)	560	LF.	70.00	39,200.00
6.	INSTALL FIRE HYDRANT	2	EA.	3000.00	6,000.00
7.	INSTALL 15" HDPE STORM DRAIN	170	LF.	90.00	15,300.00
8.	INSTALL 21" HDPE STORM DRAIN	105	LF.	110.00	11,550.00
9.	INSTALL 6" SEWER MAIN (PVC SDR 26)	105	LF.	60.00	6,300.00
10.	INSTALL 4' DIAMETER MANHOLE	3	EA.	3,000.00	9,000.00
11.	INSTALL 24" X 24" DRAIN INLET	1	EA.	1,000.00	1,000.00
12.	INSTALL JOINT TRENCH	570	LF.	30.00	17,100.00
13.	INSTALL 4' HIGH RETAINING WALL	40	LF.	250.00	10,000.00

C.

14.	INSTALL 5' HIGH RETAINING WALL	80	LF.	300.00	24,000.00
15.	INSTALL 6' HIGH RETAINING WALL	230	LF.	350.00	80,500.00
16.	INSTALL 8' HIGH RETAINING WALL	285	LF.	420.00	119,700.00
17.	INSTALL 10' HIGH RETAINING WALL	30	LF.	830.00	24,900.00
18.	CUT AND EXPORT	4,380	C.Y.	20.00	87,600.00

SUB-TOTAL: \$ 605,950.00
15% CONTINGENCY: 90,892.50

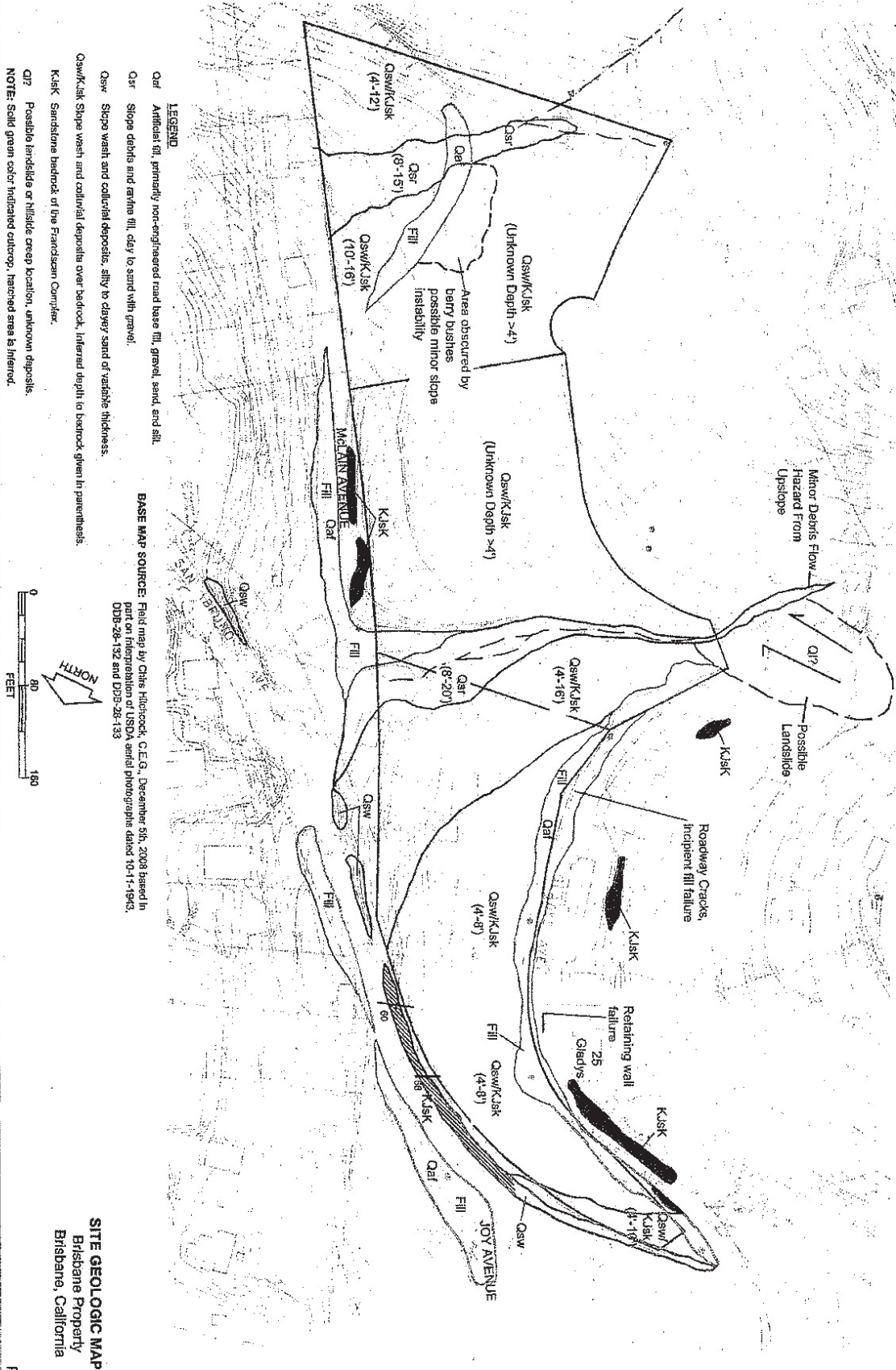
TOTAL: \$ 696,842.50

C.

**COST ESTIMATE FOR ROAD CONSTRUCTION
FOR APPROX. 12 RESIDENTIAL UNITS OFF OF GLADYS AVENUE
BRISBANE, CALIFORNIA**

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM PRICE
1.	CLEAR AND GRUB	LS	LS.	\$ 5,000.00	\$ 5,000.00
2.	TREE REMOVAL (SIZE VARIES 5" TO 20")	20	EA.	1,000.00	20,000.00
3.	ROADWAY PAVING	6,300	SF.	7.00	44,100.00
4.	INSTALL 6" SEWER MAIN (PVC SDR 26)	380	LF.	60.00	22,800.00
5.	INSTALL JOINT TRENCH	430	LF.	30.00	12,900.00
6.	INSTALL 2' HIGH RETAINING WALL	30	LF.	100.00	3,000.00
7.	INSTALL 5' HIGH RETAINING WALL	95	LF.	300.00	28,500.00
8.	INSTALL 7' HIGH RETAINING WALL	50	LF.	380.00	19,000.00
9.	INSTALL 8' HIGH RETAINING WALL	210	LF.	420.00	88,200.00
10.	INSTALL 10' HIGH RETAINING WALL	85	LF.	830.00	70,550.00
11.	FIRE TRUCK TURNAROUND	LS.	LS.	75,000.00	75,000.00
12.	IMPORT & FILL ON SITE	750	CY.	20.00	15,000.00
SUB-TOTAL:					\$ 404,050.00
15% CONTINGENCY:					60,607.50
TOTAL:					\$ 464,657.50





FUGRO WEST, INC.

1000 Broadway, Suite 440
Oakland, California 94607
Tel: (510) 268-0461
Fax: (510) 268-0545

December 23, 2008
Project No. 1513.002

City of Brisbane
50 Park Place
Brisbane, California 94005

Attention: Mr. Fred Smith

Subject: Geotechnical and Geologic Feasibility Study, Brisbane Property, Brisbane,
California

Dear Mr. Smith:

Fugro West, Inc. (Fugro), is pleased to submit this letter report to the City of Brisbane presenting the results of our geotechnical and geologic feasibility study for the subject property at San Bruno Avenue and McLain Avenue in Brisbane, California. The purpose of this study was to evaluate the feasibility of the project site for project development from a geotechnical and geologic viewpoint, and to assist Habitat for Humanity Greater San Francisco, Inc. in performing their due diligence prior to purchase of the property.

PROJECT DESCRIPTION

The project site is located on the south side of San Bruno Avenue between McLain Avenue and Gladys Avenue in City of Brisbane, California, as shown on the Vicinity Map - Plate 1. A topographic map of the area is also presented on the Local Topographic Map - Plate 2. The property comprises four parcels of land totaling approximately 3 acres in Brisbane, California. The subject property is currently undeveloped and covered with dense vegetation. Based on the topographic map and our recent site visit, the site generally slopes to the northeast at an inclination ranging from about 1:1 to 3:1 (horizontal to vertical). We understand that a layout of the development has yet not been developed.

SCOPE OF SERVICES

A reconnaissance-level geologic investigation of the project site was performed by Christopher Hitchcock, Certified Engineering Geologist (C.E.G. No. 2017); and our engineer also visited the site and evaluated the conditions and feasibility of the site from a geotechnical viewpoint. The site evaluation was conducted to characterize existing soil conditions and identify potential geologic hazards present on the subject property. Potential geologic hazards examined include: (1) potential future slope failure hazards; (2) existing and potential erosion hazards; and, (3) possible seismic hazards.

City of Brisbane
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Our assessment included collection and interpretation of existing geologic and soil data, published geologic maps, analysis of historic aerial photography, field mapping of the subject property, and preparation of this report. This study included the following tasks:

- Review of published geologic maps of the project site and vicinity;
- Review of historical site aerial photographs of the project site and vicinity;
- Site reconnaissance on December 5, 2008, including on-site evaluation of site geologic conditions;
- Evaluation of on-site conditions and feasibility of project area for development from a geotechnical viewpoint;
- Identification and evaluation of potential geologic hazards; and,
- Preparation of this summary report that includes the results from the study.

GEOLOGIC SETTING

The project site is located on the northeast-facing slope of San Bruno Mountain, adjacent to the San Francisco Bay. Much of the adjacent flatland, including nearby Highway 101, has been formed by placement of artificial fills out into the Bay. However, the site is located on a relatively unmodified natural hill slope, with the exception of several abandoned house foundations. The subject property is crossed by two minor drainages that flow to the west, and bounded on the north and west by road cuts and fill associated with McLain, San Bruno, and Gladys Avenues. Most of the site is covered by dense brush.

Regional Geologic Setting

The project site, along with the entire San Francisco Bay Area, is dominated seismically by the active San Andreas fault system. The San Andreas Fault system forms the boundary between the northward moving Pacific Plate (west of the fault) and the southward moving North American Plate (east of fault). In the San Francisco Bay area, this movement is distributed across a complex system of sub-parallel, right-lateral strike-slip faults, which include the San Andreas, San Gregorio, Hayward, and Calaveras faults, among others.

These faults are all considered active and capable of producing significant intensities and durations of ground shaking at the site. Historically, the area has been subject to intense seismic activity and it will likely be subjected to a high degree of ground shaking in the future from earthquakes generated on the San Andreas, San Gregorio, Hayward, and Calaveras faults or other active faults in the San Francisco Bay area (USGS, 2007).

Locally, the site is underlain by bedrock of the Franciscan Complex (Wagner et al., 1990; Bonilla et al., 1998; Plates 3 and 4). The Franciscan Complex generally includes sedimentary and igneous rocks that occur within relatively coherent blocks called terranes separated by highly sheared rock masses, known as melanges. The San Bruno Mountain Terrane extends from the Cliff House in San Francisco to San Bruno Mountain in the vicinity of the project site.

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(Sloan, 2006). This terrane consists of layers of consolidated sandstone and shale, which have been tilted and folded by tectonic action.

Site Geology

At the project site, Franciscan Complex bedrock consists of layered sandstone that generally dips steeply to the north-northeast (Plate 3). Bedrock outcrops along the northern portion of the property adjacent to San Bruno and Gladys Avenues. Bedrock also is exposed along the central eastern margin of the property within the uphill edge of McLain Avenue.

Bedrock locally is overlain by slope wash (colluvium) and ravine wash deposits (Units Qsr and Qsw, Plates 3 and 4). These deposits are of variable thickness and consist of weathered material derived primarily from the underlying sandstone bedrock. Quaternary alluvium, consisting primarily of sand with gravels, is present within ravines and washes on the property (Unit Qsr, Plate 4). Locally the alluvial material deposited in drainages is inset into, or covers, bedrock and slope deposits.

Soil Conditions

Soils at the project site consist of sandy loam to clayey loam over rocky debris and shallow sandstone bedrock (Kashiwagi and Hokholt, 1991). Most of the upslope portion of the property is covered by soils of the Candlestick-Kron-Buriburi complex, 30 to 75 percent slopes (soil unit 110; ref). These soils are classified as 'hard fractured residuum' weathered from underlying sandstone bedrock. For residential development, main limitations for these soils include the stability and potential of erosion of hillslopes and the susceptibility of the Candlestick soil to slippage when saturated, especially in steeper areas. Cuts for building sites can expose bedrock and increased erosion is possible (Kashiwagi and Hokholt, 1991). Permeability of the soils is expected to be moderate to moderately slow. Surface runoff is rapid on these soils and the associated hazard of erosion is high to very high.

Within the northeastern portion of the property, in the vicinity of the intersection of San Bruno and Gladys Avenues, the hillside is mantled with soils of the Orthents, cut and fill-Urban land complex (soil unit 124; Kashiwagi and Hokholt, 1991). Basically consisting of thin alluvial deposits and artificial fill, Urban land-Orthents soils are present throughout much of the developed areas of San Bruno, Colma, and Daly City. These soils are highly variable in depth and composition but typically consist of shallow, well-drained, fine sandy loam over sandstone. Erosion hazard is high where slopes are steep.

In general, soils deposited over, or derived from, bedrock of the Franciscan Complex have minimal cohesion and are susceptible to erosion and mobilization as debris flows, especially in areas of steep terrain. However, based on our reconnaissance of the property, erosion of these soils is not apparent and, with minor exceptions, the slopes appear relatively stable with minimal downhill movement.

The thickness of the sandy to sandy clay soils mantling bedrock is variable across the project site. Based on bedrock exposures within the northern portion of the property, the overlying soil likely is at most a few feet thick, ranging from 0 to 10 feet depth to bedrock.

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Within the center of the site, soil thicknesses may be substantially greater especially within the large gully that bisects the site. Within the gully accumulated ravine wash and hillslope deposits may be as thick as 20 feet, perhaps greater. The southern portion of the property likely has soils ranging from 4 to 16 feet thick, with the thicker deposits present within a small gully near the end of the paved portion of McLain Avenue. Subsurface exploration and laboratory testing would be required to confirm these estimates, as well as the estimated geotechnical characteristics of the surface soils and underlying bedrock.

Geomorphology and Hillslope Processes

The hillside at the project site has been modified by mass wasting processes, including gully and stream erosion. These processes are episodic, with associated erosion typically occurring during or shortly after periods of heavy precipitation. Slope failure can occur in the form of downhill creep, hillside slumps, large progressive translation or rotational failures, or debris flows. During non-earthquake (static) conditions, slope failures occur most frequently during the rainy season when high groundwater conditions persist. Landslides typically occur most frequently during or following large storms and in years with significant precipitation. Landslides also can occur during earthquakes, triggered by the strain induced in soil and rock by the ground shaking vibrations.

Potential erosion hazards exist within topographic swales that may experience periodic drainage, or upslope of active hillslope gully. Exposure to erosion may occur as a result of incision or bank erosion, either from individual storms, or from long-term, gradual channel scouring or widening. Erosion hazards generally are localized, and can be mitigated by appropriate engineering measures. In particular, the gullies likely are conduits for surface water flow from upslope and adequate drainage measures are recommended to ensure that the potential for localized erosion and flooding is mitigated.

GEOLOGIC HAZARDS

Landslide Hazard

Slope failures do not occur randomly. Landslides, debris flows, mudslides, and other failures typically occur in areas with a narrow range of topographic, geologic, and hydrologic criteria that can be identified and mapped. Because future slope failures are closely related spatially to the distribution of past slope movement, inventory maps that show locations of active and possible landslides, including recent slope failures, are valuable in delineating the overall hazard. Existing published geologic maps show no landslides (map unit 'Qls' or similar) within the transmission corridor. For this study, evaluation of slope stability primarily was based on identification of steep slopes and potentially-active slope failures from interpretation of aerial photography and site reconnaissance.

Mr. Hitchcock reviewed stereoscopic black-and-white aerial photographs of the project site from the William Lettis & Associates, Inc. library. Aerial photographs examined for this project included USDA photographs DDB 28-132 and DDB 28-133, dated October 11, 1943 (1:22,000 scale) and AV-4074 and AV-4074 dated July 1, 1991 (1:12,000 scale). No obvious

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evidence of slope instability or potential landslides was identified on the aerial photographs, either within the property limits or upslope of the study area.

The presence of dense brush during field reconnaissance conducted on December 5, 2008, by our engineering geologist (Chris Hitchcock) made evaluation of two areas of potential minor slope instability difficult. The presence of possible hummocky terrain in the southern portion of the site and a possible landslide upslope of the center to the property were noted on our field map (Plate 4). In addition, minor cracked asphalt and slumping of road fill along Gladys Avenue at the western margin of the property suggests ongoing minor failure of placed road fill.

No major slope failures or potential slope failures were noted within the limits of the project area. However, two gullies that cut across the property are potential conduits for debris flow transport from upslope, including from the possible landslide immediately west of the property that faces the narrow upslope portion of the central gully. Although unlikely, appropriate engineering options for drainage and sediment transport within these drainages should be developed. In addition, bedding (layers) within the sandstone bedrock beneath the site likely dips slope parallel in some areas. During construction of new roads or housing sites, hillside cuts into bedrock should be designed and, where appropriate, slope stability analyses performed to ensure that failure along bedding planes does not occur.

Erosion Hazard

Potential erosion hazard may be present in areas of frequent flooding, gully incision, or hillside erosion, either from individual storm events, or from long-term, gradual changes in land use. Erosion hazards generally are localized, and can be mitigated by appropriate engineering measures, given that the location and amount of possible hillside and gully erosion is adequately evaluated. The project site currently is covered in dense vegetation with minimal evidence of erosion with the exception of minor gullying in the two ravines that cross the property. However, as noted above, the soils that mantle the hillside are prone to erosion if exposed. Therefore proper hillside stabilization and erosion control measures should be combined with sufficient drainage during construction.

Expansive Soils

Expansive soils possess "shrink-swell" behavior. Shrink-swell is the cyclic change in volume (expansion and contraction) that occurs in fine-grained sediments from the process of wetting and drying. An expansive soil hazard is considered to exist where soils with a plasticity index greater than 20 are present. In general, the plasticity index of a soil is directly correlative to the amount of clay in the soil, with a high clay percentage resulting in a high plasticity index. The soils present at the site are generally sandy with relatively low clay content, and will likely have a low to moderate shrink-swell potential (USDA, 1991). However, site-specific testing of representative soil samples from the site is recommended prior to foundation design.

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Groundshaking

An earthquake produces seismic waves that emanate in all directions from the fault rupture surface. The seismic waves cause strong ground shaking, which typically is strongest near the fault and diminishes (attenuates) as the waves move through the earth away from the fault. The magnitude of an earthquake is a measure of the seismic waves or energy released by the earthquake. The severity of ground shaking at any particular point is referred to as "intensity" and is a subjective measure of the effects of ground shaking on people, structures, and earth materials.

The proximity of the site to the San Andreas fault, located 4.5 miles to the west, and other nearby faults results in a high probability of very strong ground motion of the site during future earthquakes (USGS, 2007). Within vicinity of the project site, maximum ground shaking resulting from an earthquake generated on the San Andreas fault is anticipated to be violent to very violent (MM IX to MM X; ABAG, 2007). In 2002, the U.S. Geological Survey (USGS) completed an update of the national seismic hazard maps that depict the probabilistic ground-shaking hazard for the entire United States (Frankel et al., 2002). The hazard was calculated at a series of gridded locations (spaced 0.05 km apart) across the country using probabilistic seismic hazard analysis (PSHA) techniques. The USGS maps display contoured ground motion parameters for a given probability of exceedence. The estimate of the range of peak ground accelerations (PGA) expected in the vicinity of the Phase 1 area is between 0.5g to 0.6g within a 475-year period (10% in 50 years; Frankel et al., 2002).

Fault Rupture

Ground surface displacement, or surface rupture, caused by an earthquake is a major consideration in the siting of buildings in areas that are traversed by active faults. Surface rupture occurs when movement on a fault deep within the earth breaks through to the surface. Most surface faulting is confined to a relatively narrow zone several feet to tens of feet wide, making avoidance (i.e., building setbacks) the common mitigation method. Fault rupture typically follows preexisting faults, which are zones of weakness. Specific geomorphic features commonly coincide with the locations of repeated fault rupture. Thus, identification of active faults that might produce surface rupture requires: (1) location of existing faults and, (2) evaluation of the recency of activity on the faults. The most useful and direct method of evaluating fault activity is to document the youngest geologic unit faulted and the oldest unit that is not faulted to constrain the timing of the most recent surface offset on the fault.

Based on available California Geological Survey (CGS) Fault-Rupture Hazard Zones maps (i.e., Alquist-Priolo), the project site is not located within an active fault zone. The nearest mapped faults include the northwest-trending Hillside fault located 1.1 miles to the south and the City College fault located 1.6 miles north of the site. These faults are poorly located and defined as a pre-Quaternary fault (older than 1.6 million years), with no associated seismicity, and, therefore, lacking recognized displacement during Quaternary time. Faults older than 10,000 years are not considered active; however, locations that have experienced fault rupture at some time do have a greater potential for future movement.

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Liquefaction Potential

Liquefaction occurs when the loose sediments behave like quicksand. Unconsolidated, water-saturated sand is most likely to liquefy under seismic stress. Water in pores between sand grains is compressed again and again during ground shaking until the water moves the grains apart and the soil loses its strength. If the grains are cemented together or well packed with silt- or clay-sized grains, or if water does not fill all the available pore space between grains, liquefaction is not as likely to occur.

The project site is underlain by shallow bedrock and liquefaction hazard therefore is considered low. This interpretation is consistent with recent published maps by the USGS that show the site as underlain by bedrock with low to very low liquefaction hazard (USGS, 2006; Knudsen et al., 2000).

Other Potential Hazards

The site is located at sufficient elevation that tsunami inundation and sea-level rise are not considered significant hazards. No dams or other water bodies are located upslope and therefore hazard from a seiche or dam failure is considered unlikely. A seiche is a free or standing wave oscillation of the water surface in an enclosed or semi-enclosed basin, such as San Francisco Bay, that may be initiated by an earthquake (The "sloshing" produced by seiches within enclosed water bodies during earthquakes commonly occurs on a small-scale in swimming pools). Most seiches are created when landslides fall into a body of water and displace a large volume of water.

The site is not located within a FEMA flood zone and regional flooding is unlikely. However, localized flooding within the property is a possibility if adequate drainage is not provided for the two gullies that drain the site and uphill portions of the hillside.

CONCLUSIONS AND RECOMMENDATIONS

Based on our study, we believe that the project site is feasible from a geotechnical and geologic standpoint. Geologic hazards that may potentially impact the site, consisting of seismic shaking, potential erosion in gullies and exposed slopes, debris flow formation in the on-site gullies, and the possible presence of moderately expansive soils were previously discussed, and should be able to be accounted for in project design. The preliminary principal geotechnical considerations are discussed in the following sections. In order to establish the final geotechnical recommendations for foundation types and criteria, a design level geotechnical study with subsurface exploration will be required based upon the layout of the proposed development.

Seismicity and Geologic Hazards

The site is located in a seismically active region of California. Significant earthquakes in the Bay Area have been associated with movements along well-defined fault zones.

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Earthquakes occurring along any of a number of other Bay Area faults have the potential to produce strong groundshaking at the site.

Based on the results of our preliminary review and evaluation, geologic hazards at the project site appear to consist of the potential for strong ground shaking, and minor debris flow and erosion hazards in the two drainage gully areas or other areas on or under steep slopes. However, the potential for liquefaction, significant slope failure and flooding at the project site appeared to be low, in our opinion. Details regarding these hazards were presented in the previous sections. Practically all structures within the San Francisco Bay Area will experience similar shaking effects during a moderate to strong earthquake.

Preliminary Recommendations

Due to the steep sloping nature of the site, on a preliminary basis, we judge that any residential development to be constructed on this site will likely be required to be supported by drilled pier and grade beam foundation systems that extend into weathered bedrock. However, if the proposed buildings will be situated on a level cut building pad that is underlain completely by weathered bedrock, these buildings may be supported on shallow foundation systems, provided that the downslope side of the building pad will be graded to a level to gently sloping gradient or retained by a drilled pier supported wall.

If new buildings will be constructed on or adjacent to the two drainage gullies that cut across the middle and southern portions of the site, these new buildings will likely require deeper foundations than buildings to be constructed on other portions of the project site. In addition, these gully areas are more prone to debris flow hazards, slope movement and drainage issues, which can be further evaluated during a design level geotechnical study. The actual types, embankment depths and capacities of the foundation systems should be established based on the subsurface data from additional subsurface explorations.

Construction Considerations

As mentioned in the previous sections, minor debris flow and erosion hazards exist at the project site, especially within the two drainage gullies and other steep sloping areas. In our opinion, appropriate engineering options for drainage and sediment transport within these drainages should be developed, if new buildings will be constructed in or adjacent to the gully areas. In addition, construction of proper drainage systems at the building areas, as well as the hillside areas around the proposed buildings, should reduce the potential of debris flow and erosion hazards. For buildings that will be constructed directly under a steep slope, it would be prudent to construct a debris fence or provide adequate free board over any retaining wall along the upslope side of these buildings to reduce the chance of damage to the buildings from debris flows.

Design Level Geotechnical Investigation

The analyses and recommendations contained in this report area are solely based on our site reconnaissance and review of the available geologic data, and should be considered preliminary for the purposes of a feasibility study. In order to establish the final foundation

C.

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criteria and confirm the geologic hazard evaluation in this report, a design level geotechnical study with subsurface explorations should be performed after the layout of the proposed development is developed. In our opinion, the subsurface exploration program will require exploratory borings that extend into competent bedrock in the areas of the proposed development, and laboratory testing program to confirm the strengths and properties of the subsurface soils. In addition, in areas where access is not permitted for any drill rig system, i.e., track-mounted rig or Minuteman portable drill rig, access will be required to be provided by the client's contractor or subcontractor hired by the geotechnical engineer. The needs for the additional access to the site may be further evaluated once the layout of the development is completed.

CLOSING

Our conclusions and recommendations have been developed in accordance with generally accepted, local and current geotechnical engineering principles and practices. Should you have any questions or require additional information, please contact us.

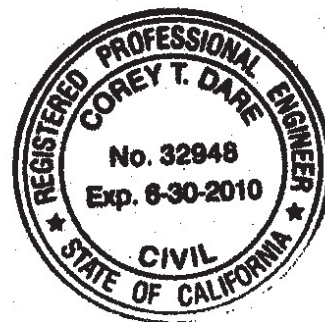
Sincerely,

FUGRO WEST, INC.

Coleman K. Ng
Senior Staff Engineer

Christopher Hitchcock, C.E.G.
Principal Engineering Geologist

Corey T. Dare, P.E., G.E.
Principal Geotechnical Engineer



CTD/CN/CH

Attachments: References
Plate 1 - Vicinity Map
Plate 2 - Local Geologic Map
Plate 3 - Regional Geologic Map
Plate 4 - Site Geologic Map

Copies Submitted: (2 + PDF) Addressee
(2 + PDF) Mr. Scott Woodman, Habitat for Humanity Greater San Francisco

City of Brisbane
December 23, 2008 (Project No. 1513.002)



REFERENCES

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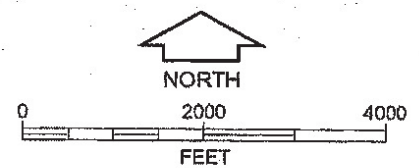
December 2008
Project No. 1513.002



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SOURCE: This aerial photo was obtained from Google Earth Pro.



VICINITY MAP
Brisbane Property
Brisbane, California

PLATE 1

C.

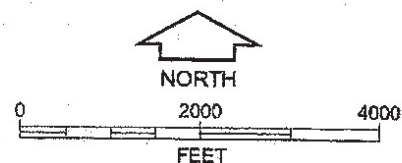
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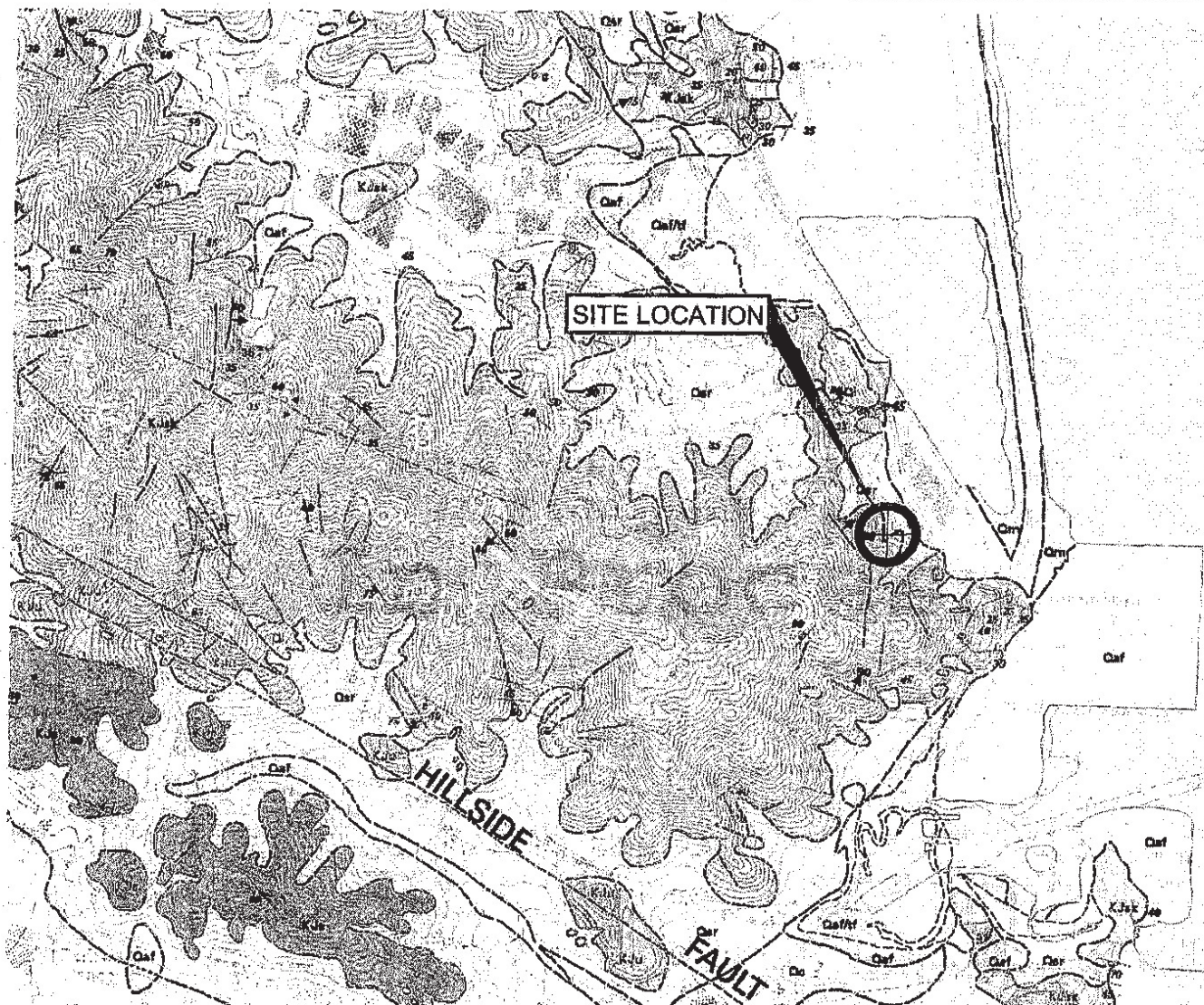
SOURCE: USGS San Francisco South Quadrangle 7.5-Minute Series (Topographic), dated 1973.



LOCAL TOPOGRAPHIC MAP
Brisbane Property
Brisbane, California

PLATE 2

December 2008
Project No. 1513.002



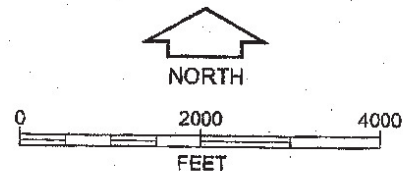
SOURCE: "Preliminary Geologic Map of the San Francisco south 7.5' Quadrangle and part of the Hunters Point 7.5' Quadrangle, San Francisco Bay Area, California" by M.G. Bonilla, dated 1998.

Legend

- Qaf Artificial fill
- Qaf/tf Artificial fill over tidal flat
- Ql Landslide deposits
- Qd Dune sand
- Qsr Slope debris and ravine fill
- Qu Sedimentary deposits, undifferentiated

Franciscan Complex and Associated Rocks (Cretaceous and Jurassic)

- KJs Sandstone and shale
- KJc Chert
- KJg Greenstone
- sp Serpentine
- KJu Franciscan Complex Shear Rocks



REGIONAL GEOLOGIC MAP
Brisbane Property
Brisbane, California

PLATE 3

December 2008
Project No. 1513.002

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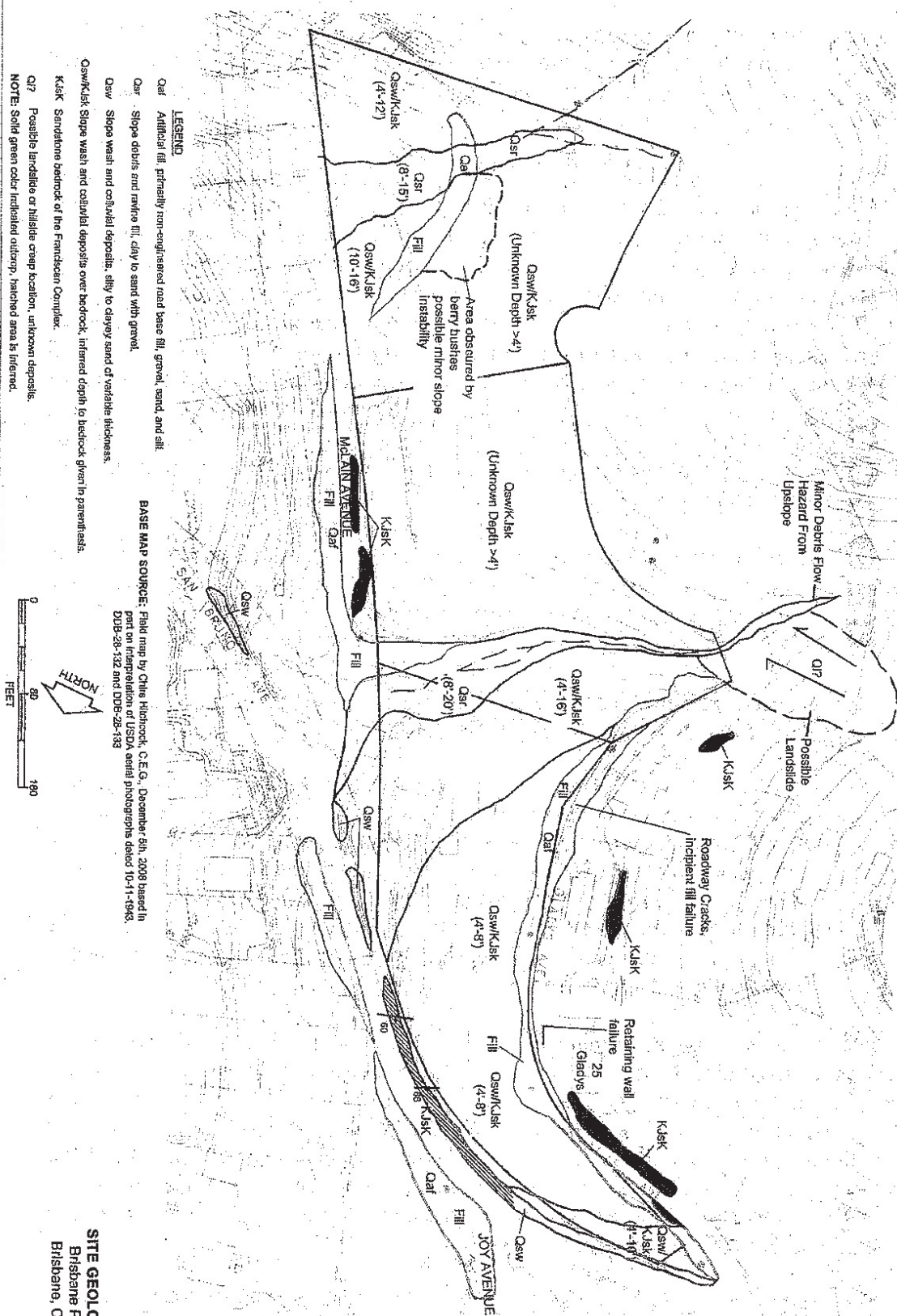


PLATE 4