

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE



September 6, 2019

Advice Letter 4127-G/5611-E

Erik Jacobson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

**SUBJECT: Sale and Conveyance of a Parcel of Land in the City of San Francisco
County - Request for Approval under Section 851 and General Order 173**

Dear Mr. Jacobson:

Advice Letter 4127-G/5611-E is effective as of September 01, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division

August 2, 2019

Advice 4127-G/5611-E

(Pacific Gas and Electric Company ID U 39 M)

Public Utilities Commission of the State of California

Subject: Sale and Conveyance of a Parcel of Land in the City of San Francisco, San Francisco County – Request for Approval under Section 851 and General Order 173

Purpose

Pacific Gas and Electric Company (PG&E or the Company) requests Public Utilities Commission (Commission) approval under Public Utilities Code Section 851 (Section 851) and General Order 173 to sell and convey real property (Property) located in the City of San Francisco, California, in San Francisco County, as set forth in the Purchase and Sale Agreement between the Company and Barry Scherman or Assigns (Buyer), dated June 11, 2019 (Agreement) for a purchase price of \$2,625,000. The Property resides on approximately .08 acres of improved real property with a residential home located at 154 Alhambra Street in the City of San Francisco. The Agreement is attached as Attachment 1.

PG&E will be retaining an easement along the northern boundary of the Property for an overhead electric distribution pole line. PG&E does not use the Property for any other utility purpose and granting this transaction will not be adverse to the public interest.

Background

A predecessor of PG&E owned and operated a manufactured gas plant (MGP) in the Marina District of San Francisco beginning in 1883. PG&E formed in 1905 and operated the MGP until 1906, when the MGP was damaged in the Great Earthquake. The Property is located within the footprint of that MGP.

The Company acquired the Property in 2012 for the purpose of environmental remediation due to contamination caused by the MGP. PG&E held an easement along the northern boundary of the Property for an overhead electric distribution pole line at the time the property was acquired in 2012. As part of the Agreement, PG&E will be retaining an easement to allow the continued use of this overhead electric pole line

when the property is transferred to the Buyer. Except for this easement, PG&E does not have any intent to use this property for any other utility purpose.

PG&E has worked with the Department of Toxic Substances Control (DTSC) to develop a Voluntary Cleanup Agreement for the Property. The required work described in the Voluntary Cleanup Agreement is complete, and the DTSC has given PG&E Remedial Action Certification to certify the remediation work is complete. The Remedial Action Certification is attached as Attachment 2. PG&E has executed a Land Use Covenant (LUC) with the DTSC, which restricts drilling, extraction of groundwater, or disturbance of soil four feet below the surface. The LUC is attached as Attachment 3.

PG&E engaged Compass, a licensed real estate brokerage firm (Broker) to market and sell the property. An appraisal provided by Andrew Wells Associates, with an effective date of December 19, 2018, (Appraisal) established the fair market value at \$2,600,000. Following a marketing period of 27 days, PG&E entered into the Agreement with the Buyer on June 11, 2019 to sell the Property for \$2,625,000.

The proposed transaction is not adverse to the public interest. PG&E will be disposing of property that is not necessary in support of its safe and reliable delivery of services to the public. PG&E will not see a decrease in its delivery of services to the public as a result of this transaction since PG&E is retaining an easement to continue using the overhead electric pole line.

For the above reasons, the Commission should approve this Section 851 request to sell the Property to Buyer, and find that doing so is not adverse to the public interest because it will not impair PG&E's provision of safe and reliable utility service.

In accordance with General Order 173, Rule 4, PG&E provides the following information related to the proposed transaction:

(a) Identity and Addresses of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company	Barry Scherman or Assigns
Molly Zimney	388 Market Street, Suite 1300
Law Department	San Francisco, CA 94111
P.O. Box 7442	Telephone: (415) 760-1000
San Francisco, CA 94120	Facsimile: (415) 474-4478
Telephone: (415) 973-6840	Email: thebarr1@aol.com
Facsimile: (415) 973-5520	
Email: MEZ3@pge.com	

(b) Complete Description of the Property Including Present Location, Condition and Use:

The real property located at 154 Alhambra Street in the City and County of San Francisco (Assessor's Parcel Number 1463A-012, SBE Number 135-38-046-1). The 0.08 acre parcel currently has a residential home on it.

The Property is subject to an LUC, which restricts drilling, extraction of groundwater, or disturbance of soil four feet below the surface. A map showing the location of the Property to be sold is attached as Attachment 4.

(c) Intended Use of the Property:

The property is zoned RH-3 (Residential-House, Three Family) and a single-family 1,975 square-foot home is built on the property. PG&E expects the property to continue to be used as a single-family residential home.

(d) Complete Description of Financial Terms of the Proposed Transaction:

The buyer has agreed to purchase the property for \$2,625,000. The terms and conditions for the proposed sale are contained in the Agreement attached as Attachment 1.

(e) Description of How Financial Proceeds of the Transaction Will Be Distributed:

The property to be sold was originally purchased by PG&E and recorded as an expense in the Hazardous Substance Mechanism balancing accounts as part of PG&E's ongoing hazardous clean-up program costs, whereby costs are shared 90% with utility ratepayers and 10% with utility shareholders, as adopted in D. 94-05-020.

Accordingly, proceeds from the sale of the property will be credited back to the Hazardous Substance Mechanism via the Hazardous Substance Mechanism balancing accounts, where 90% of the sale proceeds less any transaction costs to be received will be shared with PG&E's ratepayers and 10% of the sale proceeds less any transaction costs to be received will be shared with PG&E's shareholders.

(f) Statement on the Impact of the Transaction on Ratebase and Any Effect on the Ability of the Utility to Serve Customers and the Public:

The Property to be sold was originally recorded as an expense in the Hazardous Substance Mechanism balancing accounts and is not included in rate base. The sale of the Property does not adversely affect existing ratepayers.

PG&E will be disposing of a property that is not necessary in support of its safe and reliable delivery of service to its customers. PG&E will not see a decrease in its delivery of services to the public as a result of this transaction.

As described in Background above, the company is reserving an easement to maintain access to and protect its existing utility facilities located on the Property. However, this reservation will have no effect on the Company's rate base.

(g) The Original Cost, Present Book Value, and Present Fair Market Value for Sales of Real Property and Depreciable Assets, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

The original cost of the property is \$2,050,000, as purchased in year 2012.

As mentioned above, the property to be sold was originally purchased by the utility and recorded as an expense in the Hazardous Substance Mechanism balancing accounts. The term "Present Book Value" is not applicable as the property was not capitalized on the company's books.

PG&E engaged the Broker for the sale of the Property. An appraisal provided by Andrew Wells Associates, with an effective date of December 19, 2018, established the fair market value at \$2,600,000

(h) The Fair Market Rental Value for Leases of Real Property, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable.

(i) The Fair Market Value of the Easement or Right-of-Way, and a Detailed Description of How the Fair Market Value Was Determined:

Not applicable.

(j) A Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

Not applicable.

(k) Sufficient Information and Documentation (Including Environmental Information) to Show that All of Eligibility Criteria Set Forth in Rule 3 of General Order 173 are Satisfied:

PG&E has provided information in this Advice Letter to satisfy the eligibility criteria under General Order 173 in that:

- The activity proposed in the transaction will not require environmental review by the CPUC as a Lead Agency;
- The transaction will not have an adverse effect on the public interest or on the ability of PG&E to provide safe and reliable service to its customers at reasonable rates;
- The transaction will not materially impact the rate base of PG&E; and
- The transaction does not warrant a more comprehensive review that would be provided through a formal Section 851 application.

(l) Additional Information to Assist in the Review of the Advice Letter:

PG&E is not aware of any additional relevant information other than what is included with this advice letter.

(m) Environmental Information

Pursuant to General Order 173, the Advice Letter program applies to proposed transactions that will not require environmental review by the CPUC as a lead agency under the California Environmental Quality Act ("CEQA") either because: (a) a statutory or categorical exemption applies (the applicant must provide a Notice of Exemption from the Lead Agency or explain why an exemption applies), or (b) because the transaction is not a project under CEQA (the applicant must explain the reasons why it believes that the transaction is not a project), or (c) because another public agency, acting as the Lead Agency under CEQA, has completed environmental review of the project, and the Commission is required to perform environmental review of the project only as a Responsible Agency under CEQA.

If the transaction is not a "project" under CEQA, please explain why:

Per (b) above, the proposed transaction is not a "project" under CEQA as it only constitutes a change in ownership; therefore, the proposed transaction will not require environmental review.

Protests

Anyone wishing to protest this submittal may do so by sending a letter by August 22, 2019, which is 20 days from the date of this submittal. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. Protests should be mailed to:

CPUC Energy Division
ED Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

Erik Jacobson
Director, Regulatory Relations
c/o Megan Lawson
Pacific Gas and Electric Company
77 Beale Street, Mail Code B13U
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-3582
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

Pursuant to the review process outlined in General Order 173, PG&E requests that this Tier 2 advice submittal become effective on September 1, 2019, which is 30 days from the date of submittal.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and/or via U.S. mail to parties shown on the attached list. Address changes to the General Order 96-B service list should be directed to PG&E at

email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs>.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachment 1 – Purchase and Sale Agreement between PG&E and Buyer
(Agreement)
Attachment 2 – Remedial Action Certification
Attachment 3 – Land Use Covenant
Attachment 4 – Map of subject property

******* SERVICE LIST for Advice 4127-G/5611-E *******
APPENDIX A

Jonathan Reiger
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 355-5596
jzr@cpuc.ca.gov

Mary Jo Borak
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-1333
bor@cpuc.ca.gov

Robert (Mark) Pocta
Public Advocates Office
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703- 2871
robert.pocta@cpuc.ca.gov

Andrew Barnsdale
Energy Division
505 Van Ness Avenue
San Francisco, CA 94102
(415) 703-3221
bca@cpuc.ca.gov

*******3rd Parties*******

Barry Scherman or Assigns
388 Market Street, Suite 1300
San Francisco, CA 94111
Telephone: (415) 760-1000
Facsimile: (415) 474-4478
Email: thebarr1@aol.com

City and County of San Francisco
City Hall, Room 168
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4678



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39 M)

Utility type:

☒ ELC ☒ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person: Annie Ho

Phone #: (415) 973-8794

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: AMHP@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 4127-G/5611-E

Tier Designation: 2

Subject of AL: Sale and Conveyance of a Parcel of Land in the City of San Francisco, San Francisco County – Request for Approval under Section 851 and General Order 173

Keywords (choose from CPUC listing): Agreements, Section 851

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☒ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? ☐ Yes ☒ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☒ No

Requested effective date: 9/1/19

No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

¹Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Erik Jacobson, c/o Megan Lawson
Title: Director, Regulatory Relations
Utility Name: Pacific Gas and Electric Company
Address: 77 Beale Street, Mail Code B13U
City: San Francisco, CA 94177
State: California Zip: 94177
Telephone (xxx) xxx-xxxx: (415)973-2093
Facsimile (xxx) xxx-xxxx: (415)973-3582
Email: PGETariffs@pge.com

Name:
Title:
Utility Name:
Address:
City:
State: District of Columbia Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Clear Form

Advice 4127-G/5611-E
August 2, 2019

Attachment 1

**Purchase and Sale Agreement between PG&E and Buyer
(Agreement)**



**SAN FRANCISCO
ASSOCIATION of REALTORS®**

COUNTER OFFER No. 1

SAN FRANCISCO ASSOCIATION OF REALTORS® STANDARD FORM

This form is intended for use in San Francisco

With reference to the San Francisco Purchase Agreement ("Offer") prepared on the following date 06/11/2019
for the Property known as 154 Alhambra St, San Francisco, CA 94123-2004
between Barry Scherman and/or assigns ("Buyer")
and Pacific Gas and Electric Company, a California corporation ("PG&E") ("Seller").

1. **TERMS:** The terms and conditions of the Offer and preceding Counter Offers are accepted subject to the following:
- A. Paragraphs in the Offer which require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced below or in another counter offer.
 - B. Unless otherwise agreed in writing below or in another counter offer, the sum of the initial and additional deposits, and the new first loan amount will be maintained in the same percentages of the purchase price as in the original offer.
 - C. Seller commits to devote best efforts to close escrow as soon as possible after CPUC's Approval of the Contract. If Seller is unable to transfer title to Buyer within thirty days of such CPUC Approval, Buyer shall have the right to cancel the contract and recover Buyer's deposit.

D. The following attached supplements are incorporated in this Counter Offer:

☐ _____ and ☐ _____

2. **RIGHT TO ACCEPT OTHER OFFERS:** Seller reserves the right to continue to offer the Property for sale and to review and accept any other offer prior to communication of acceptance of this Counter Offer as described below. Seller's acceptance of another offer prior to Buyer's communication of this Counter Offer shall revoke this Counter Offer.
3. **EXPIRATION:** Unless this Counter Offer is accepted by the person receiving it, and communication of acceptance is made by delivering a signed copy to the person making this Counter Offer or to _____ by 5:00PM (time) on 06/28/2019 (date), this Counter Offer shall be deemed to be revoked and any deposits made shall be returned to Buyer. This Counter Offer may be executed in counterparts.

☒ Seller ☐ Buyer Barry Scherman Seller/Buyer _____ Date 06/20/2019
Pr _____ California

ACCEPTANCE: I/we acknowledge receipt and accept the above Counter Offer ☐ (If checked:) Subject to the attached Counter Offer No. _____ OR ☐ (if checked:) Subject to the following Modifications: _____

The proposed Modifications expire at _____ (time) on _____ (date), unless accepted below.

☒ Seller ☐ Buyer Barry Scherman and/or assigns Seller / Buyer _____ Date 06/25/2019

☐ (If checked:) Above Modifications accepted by:

☐ Seller ☐ Buyer _____ Seller / Buyer _____ Date _____

BROKERS/AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.

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(Rev. 12/17)

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San Francisco - Compass, 1699 Van Ness Avenue San Francisco, CA 94109
Eric Altire

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Phone: 415.345.3049

Fax: 415-929-0427



154 Alhambra St

ADDENDUM

This Addendum (this "Addendum") is attached to and a part of that certain San Francisco Purchase Agreement dated 06/12/2019 (the "Contract") by and between Pacific Gas and Electric Company ("Seller") and Barry Scherman or assignee ("Buyer") relating to the real property known as 154 Athambra St., San Francisco (the "Property"). All capitalized terms used in this Addendum, unless specifically defined herein, shall have the meanings given to them in the Contract. If there is a conflict between the provisions of the Contract and the provisions of this Addendum, the provisions of this Addendum shall govern.

The following Paragraph 48 is hereby added to the Contract:

48. CPUC APPROVAL.

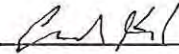
A. Seller is regulated by the California Public Utilities Commission ("CPUC"), and Seller has determined that the prior approval of the CPUC ("CPUC Approval") will be required for this transaction. Therefore, the obligation of each Party to close the sale of the Property shall be conditioned upon Seller obtaining such CPUC Approval. Buyer acknowledges and agrees that CPUC Approval shall not be deemed to have occurred for purposes of this Contract unless and until the CPUC approves the sale of the Property to Buyer in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by Seller, in its sole and absolute discretion, including Seller's approval of the proposed accounting and ratemaking treatment of the sale. Buyer further acknowledges and agrees that Seller makes no representation or warranty with respect to the likelihood of, or timing of, CPUC Approval, and Buyer hereby waives all claims against Seller for losses, expenses or damages suffered or incurred by Buyer as a result of the need for CPUC Approval, any delay in receipt of CPUC approval, or the failure of the CPUC to approve the sale of the Property to Buyer.

B. Seller shall keep Buyer reasonably apprised of the status of CPUC Approval, and shall promptly notify Buyer of receipt of CPUC Approval. If Seller has not notified Buyer of receipt of CPUC Approval within six (6) months after Acceptance, Seller shall have the right (but not the obligation) to extend COE for up to an additional three (3) months to obtain CPUC Approval. If COE has not occurred on or before the scheduled COE (as the same may have been extended by Seller) due to the failure of Seller to obtain CPUC Approval, then either Buyer or Seller may terminate this Contract and the Escrow by giving written notice of such termination to the other Party. In the event of such termination, provided that Buyer is not default under this Contract, Buyer shall be entitled to return of Buyer's deposit, and this Contract, the Escrow and the rights and obligations of the Parties hereunder shall terminate as of the date of such notice, except for any obligations that survive the termination of this Contract. The provisions of Paragraph 41 of this Contract shall not apply to termination of this Contract pursuant to this Paragraph 48.

Date: 06/20/2019, _____

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: 

Print Name: Andrew Williams

Its: Vice President, Land and Environmental Management

Date: 06/12/2019, _____

BUYER:

By: Barry Scherman and/or assigns

Print Name: Barry Scherman and/or assigns

Its: _____



**SAN FRANCISCO
ASSOCIATION of REALTORS®**

SAN FRANCISCO PURCHASE AGREEMENT

SAN FRANCISCO ASSOCIATION OF REALTORS® STANDARD FORM

This is intended to be a legally binding contract for the purchase of real property in San Francisco

June 11, 2019 (Date Prepared)

Barry Scherman and/or assigns ("Buyer")

offers to purchase the real property known as 154 Alhambra St, San Francisco, CA 94123-2004
or ☐ (if checked) this is a purchase of a _____ % undivided interest in the entire Tenants-in-Common (TIC) property above pursuant to the attached TIC Purchase Addendum (the "Property") for the Purchase Price of Two Million, Six Hundred Twenty-Five Thousand Dollars (\$2,625,000.00) and upon the following TERMS and CONDITIONS.

1. FINANCIAL TERMS:

- A. \$ 78,750.00 **INITIAL DEPOSIT** by electronic funds transfer or ☐ check payable to Escrow Holder or to ☐ ("Payee"), which Buyer or ☐ Buyer's Broker/Agent shall deposit with Payee within 2 or _____ business days of Acceptance of this Contract.
- B. \$ _____ **ADDITIONAL DEPOSIT** to be deposited with Escrow Holder ☐ within _____ days after Acceptance or ☐ on or before _____.
- C. \$ _____ **NEW FIRST LOAN:** This Contract is contingent upon Buyer obtaining a new conventional or ☐ FHA ☐ VA ☐ other _____ first loan for a term of 30 or _____ years at an initial annual rate of interest not to exceed _____ % for a loan which is fixed for the entire term or ☐ fixed for an initial period of ☐ _____ year(s) or ☐ _____ month(s) and thereafter adjustable according to the lender's predetermined schedule, secured by a first deed of trust on the Property, with a loan fee of zero or not more than _____ points and on other terms and conditions satisfactory to Buyer. For an FHA/VA loan, an Amendatory Clause Addendum is attached.
- D. \$ _____ **OTHER FINANCING:** This Contract is contingent upon Buyer obtaining a new second loan or other additional financing on the following terms: _____.
☐ Assumed Financing Addendum and/or ☐ Seller Financing Addendum are attached if checked.
- E. \$ _____ **NON-CONTINGENT FINANCING:** Buyer intends to obtain new financing in the amount specified. Buyer acknowledges that the full amount may not be obtainable and that the terms and availability of loans are subject to change. **Buyer acknowledges that obtaining financing is not a contingency of this Contract.**
- F. \$ 2,546,250.00 **CASH BALANCE** which shall be deposited by Buyer with Escrow Holder prior to Close of Escrow ("COE").
- G. \$ 2,625,000.00 **PURCHASE PRICE, EXCLUDING CLOSING COSTS** (Total of A through F).

2. **ESCROW:** Escrow shall close on ☐ _____ (date) or ☐ (if checked) _____ days after Acceptance. If COE falls on a weekend or legal holiday, it shall be extended to the next business day. This Contract, including any addenda and counter offers, shall constitute escrow instructions of Buyer and Seller (the "Parties"). The Parties shall execute additional instructions consistent with this Contract and deliver them to Old Republic Title Co ("Escrow Holder").
3. **FINANCING PROVISIONS:** Buyer affirms that only the loan(s) specified in Paragraph 1 are needed to complete this purchase and shall act diligently and in good faith to obtain them. If Buyer does not remove this financing contingency within 21 or _____ days after Acceptance, either Party may terminate this Contract. Brokers/Agents urge Buyer to personally confirm loan(s) will fund before removing the financing contingency. Buyer further represents that the funds required for the Deposits, Cash Balance and Closing Costs are available at Buyer's disposal, and that obtaining these funds is not a contingency of this Contract. Any credits to Buyer from any source shall be disclosed to Buyer's lenders. If the total credits exceed the lenders' limits then they shall be reduced accordingly with no adjustment in Purchase Price to make up the difference. Seller agrees to provide prompt access to the Property for appraisal purposes, but has no obligation to cooperate with Buyer's efforts to obtain any financing other than as specified herein.
4. **APPRAISAL:** This Contract is ☐ (if checked) subject to written appraisal at no less than the Purchase Price or \$ _____. If Buyer does not remove this contingency within 15 or _____ days after Acceptance, either Party may terminate this Contract.
5. **AGENCY RELATIONSHIPS CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Seller's Brokerage Firm Compass License Number 01527235
is the broker of (check one): ☐ the Seller; or ☒ both the Buyer and Seller (dual agent).
Seller's Agent Eric Altree and Shannon Hughes 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 Compass License Number 01527235
is the broker of (check one): ☐ the Buyer; or ☒ both the Buyer and Seller (dual agent).
Buyer's Agent Shaban Shakoori License Number 01448689
is (check one): ☐ the Buyer's Agent (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent (dual agent).
6. **PHYSICAL POSSESSION:** Physical possession of the Property shall be delivered to Buyer upon recordation of the deed or ☐ (if checked) by 10 a.m. or _____ (time) on _____ (date). ☐ (If checked) An Addendum setting forth terms upon which Seller may continue to use the Property after COE is attached to and made a part of this Contract.
7. **OCCUPANCY:** Buyer intends (or ☒ does not intend) to occupy the Property as Buyer's residence.

Buyer's Initials

Seller's Initials



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(Rev. 04/19)

Compass, 591 Beach Street San Francisco CA 94109
Shaban Shakoori

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Phone: (310) 498-9128

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AKW
Fax:

(Contract)
154 Alhambra St

Property: 154 Alhambra St, San Francisco Date: June 11, 2019

8. **TITLE REVIEW:** Within 3 days after Acceptance, Buyer, at Buyer's expense, shall order a Preliminary Report ("Prelim") from Escrow Holder. A Prelim is only an offer to issue a policy of title insurance and may not contain every item affecting title. Buyer shall take title to the Property subject to all encumbrances, easements, rights, covenants, conditions, restrictions and other matters, whether of record or not, as of the day of Acceptance except: (1) monetary liens which, unless otherwise agreed in writing, Seller will pay off from Seller's proceeds at COE; and (2) any matters which Seller has agreed in writing to remove prior to COE. Within 3 days after Acceptance, Seller shall disclose to Buyer all matters known to Seller affecting title, whether those matters are of record or not. Buyer's review and approval of the Prelim, and of all matters affecting title, is a contingency of this Contract. If Buyer does not remove this contingency within 5 or ____ days after receipt of the Prelim, either Party may terminate this Contract. At COE Buyer shall receive a grant deed conveying title including any associated rights owned by Seller. (If the Property is a cooperative apartment Buyer shall receive a pledge or assignment of the stock and an assignment of the leasehold interest.) Title shall vest as specified by Buyer. **The manner of taking title may have significant legal and tax consequences. Buyer should consult with their legal and tax advisors.** Buyer should direct all questions regarding title insurance coverage, its cost, and the availability of enhanced coverages, such as those offered by an ALTA policy, to the Escrow Holder or Title Company.

9. **ITEMS INCLUDED IN THE SALE:** To the extent owned by Seller, unless excluded in Paragraph 10 below, all existing fixtures and fittings attached to the Property and major appliances for which custom openings or encasements have been made are included, free of liens, in the Purchase Price, including electrical, lighting, plumbing and heating fixtures, hardware, solar systems, screens, awnings, shutters, window coverings, attached floor coverings, television antennas/satellite dishes and related equipment, water softening systems, air coolers or conditioners, pool and spa equipment, mailbox, garage door openers and transmitters, trees, shrubs and outdoor plants planted in the ground, private telephone systems, security systems and home automation systems, together with any dedicated hardware and/or applicable software and passwords needed to operate them.

A. PERSONAL PROPERTY ITEMS INCLUDED: Items listed in the MLS, disclosures or marketing materials, are not included in the sale unless specified in this Contract. The personal property checked below, on the Property at Acceptance, is included in the sale, free of liens, but with no warranty of condition:

☒ All refrigerators	☐ Washers and dryers	☐ Microwave		
☒ All ranges/stoves	☒ Wine cooler	☐ Freezer		☐ See Additional Terms

B. LEASED OR LIENED ITEMS: If any included items are leased or liened, Seller shall identify them within 3 days of Acceptance and deliver to Buyer all leases, contracts, terms of use, and warranties, which shall be subject to Buyer's reasonable approval. If Buyer does not remove this contingency within 12 or ____ days after receipt of documents, either Party may terminate this Contract.

10. **ITEMS EXCLUDED FROM THE SALE:** All items owned by the staging company, which may include window coverings and mirrors; furniture attached only for earthquake safety; externally mounted audio-visual equipment (e.g. flat panel screens) and brackets (when removed, holes shall be repaired but not painted); and these additional exclusions: _____

11. **PRORATIONS AND EXPENSES:** The following shall be paid current and then prorated between Buyer and Seller as of COE: real property taxes (based upon the latest information available regarding the assessed value of the Property and the applicable tax rate); bonds and assessments; Homeowners' Association ("HOA") dues and assessments; interest on any loan(s) secured by the Property assumed by Buyer; premiums for any insurance on the Property assumed by Buyer; rents; and operating expenses. Buyer shall pay the escrow fee, title insurance premiums, any community enhancement fee, and any HOA transfer, certification and move-in fees. Seller shall pay the City and County transfer tax, any HOA move-out fee, and any prepayment penalty or other fees or charges imposed by lenders for loans being paid off through escrow. Unless specified in this Contract, all other prorations and expenses shall be paid by either Buyer or Seller in accordance with local custom. Buyer and Seller understand that the Property will be reassessed upon change of ownership. Supplemental tax bills will be sent to Buyer which will reflect a change in property taxes based on the Purchase Price becoming the new assessed value. Any tax bills issued after COE, for periods of time before COE, shall be paid by Seller.

12. **BUYER'S DUE DILIGENCE:** Brokers/Agents strongly recommend that Buyer obtain the inspection reports provided by Paragraph A and any further inspections recommended in those reports.

A. PROPERTY INSPECTIONS: Buyer's obligations under this Contract are contingent upon Buyer's written approval, at Buyer's sole discretion, of the physical condition of the Property, including parking and storage availability, neighborhood issues, and any other matter reasonably affecting the Property. Within the time specified below, Buyer shall have the right to conduct inspections of the Property by contractors, engineers, architects, and/or other experts retained by Buyer, which inspections may include, but are not limited to, a general property inspection, a structural pest control inspection, the foundation, framing, roof, plumbing, sewer lines, heating, air conditioning, electrical and mechanical systems, built-in appliances, retaining walls, geologic conditions, pool/spa and related equipment, environmental hazards (such as asbestos, mold, electromagnetic fields, radon gas, lead-based paint or lead hazards, fuel or chemical storage tanks, and other materials or products), noise transmission, water/utility use restrictions, and location of property lines. **Brokers/Agents do not certify or verify lot size, boundary lines or interior square footage, information contained in inspection reports, advertising, or representations of others.** Seller shall permit the inspections upon receiving reasonable advance notice from Buyer. Buyer shall provide Seller with copies of all written reports received. During the due diligence period, Buyer may request that Seller make repairs or credit Buyer for the estimated costs of identified repair work, but Seller shall not be obligated to agree to any such request. **If Buyer does not remove this contingency within 15 or ____ days after Acceptance, either Party may terminate this Contract.**

Buyer's Initials

Seller's Initials

Property:

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B. WAIVER OF PROPERTY INSPECTIONS: If initialed below, Buyer waives the contingency established in Paragraph 12A above and the right to perform inspections. Buyer is aware that all real property and improvements contain defects and conditions which are not readily apparent and which may affect the value and/or desirability of the Property. Buyer and Seller acknowledge that Broker/Agents do not guarantee and in no way assume responsibility for the condition of the Property. Buyer also is aware of Buyer's own affirmative duty to exercise due diligence in observing the condition of and inspecting the Property to protect Buyer's interests. Buyer understands, acknowledges and agrees that any reports Buyer may have received from any source do not constitute representations or warranties by either Seller or Brokers/Agents as to the past, present or future condition, use or development potential of the Property. Brokers/Agents strongly recommend that Buyer retain Buyer's own contractors and other appropriate experts to investigate the condition and suitability of all aspects of the Property including, but not limited to, all matters affecting its use, value and desirability for the purposes intended by Buyer. If Buyer waives any or all rights to perform the inspections as specified in Paragraph 12A above, then Buyer is proceeding against the advice of Brokers/Agents, and Buyer agrees to release Seller and Brokers/Agents from all claims, demands, and liabilities which in any way relate to or arise from any issue which might have been disclosed, detected and/or evaluated by such inspections.

Buyer's Initials

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Buyer hereby waives the inspection contingency established by Paragraph 12A above.

13. **CONDOMINIUM / COOPERATIVE APARTMENT DISCLOSURE:** If the Property is a condominium or cooperative apartment, this Contract is contingent upon Buyer's review of the documents described below. Within 10 or ____ days after Acceptance, Seller, at Seller's expense, shall furnish Buyer with copies of the Property's legal description (including parking and storage spaces, if any), covenants, conditions and restrictions, articles of incorporation, bylaws, rules and regulations currently in force, the most recent financial statements of the HOA, a current operating budget, 1 year's minutes of HOA meetings, a Condominium Financial Disclosure Statement prepared by the HOA or its management company, and any other documents required by law. Seller shall also advise Buyer within this time of any delinquent or special but uncollected assessments, any anticipated extraordinary maintenance or repair expenses and any pending or anticipated litigation affecting the Property. Seller shall promptly notify Buyer of any new or revised HOA documents received by Seller prior to COE. If Buyer does not remove this contingency within 5 or ____ days after receipt of the documents, either Party may terminate this Contract. Buyer is hereby advised that any structural pest control or other inspections of common areas maybe subject to the approval of, and limited in scope by, the HOA. If the Property is new construction or newly converted to condominiums, and this is the first sale of this unit, Buyer shall pay a pro-rata share of any new insurance policy placed on the entire building; otherwise Seller will not receive any credit for insurance, other than through a proration of the established periodic HOA fee for this unit as of COE.

☐ (If checked) The attached Cooperative Apartment Purchase Addendum is made a part of this Contract and the time frames specified in this Paragraph shall apply to that Addendum.

14. **RENTAL PROPERTY:** Buyer purchases the Property subject to existing leases and the rights of parties in possession. If it is intended that one or more tenant-occupied units be delivered vacant, the Parties should consult with a qualified San Francisco landlord-tenant attorney. Prior to COE, Seller agrees that no new (or changes to those existing) leases or rental agreements shall be entered into without Buyer's prior written consent, which consent shall not be unreasonably withheld. Within 3 days after Acceptance, Seller shall deliver all tenants written Rental Information Questionnaires, requesting from each tenant acknowledgment of the terms and conditions of the tenant's rental. Protected Tenant Status Information forms shall also be delivered by Seller to all eligible tenants. Within 7 or ____ days after Acceptance, Seller shall deliver to Buyer copies of all leases, rental agreements, applications and §6.14 notices as well as copies of all outstanding notices sent to tenants and Seller shall complete a Rental Property Statement which shall include: (1) any and all oral agreements with tenants; (2) uncured defaults by Seller or tenants; (3) claims made by Seller against tenants or by tenants against Seller in any court of law or to the San Francisco Rent Board or other government agencies, whether pending, threatened or resolved; (4) all tenants' deposits held by Seller, including any claimed offsets against those deposits; (5) any pass-throughs which constitute part of the existing rent, including the nature of the pass-through, the amount, and the period of time for which it is in effect; (6) which units include parking or storage spaces as part of the rent, whether any parking or storage spaces are rented to non-tenants, the amount received for each space, and the terms of any rental agreement or lease for the space; (7) each unit's rental status, with a disclosure and information on any buyouts if vacant or, from the start of the current tenant's occupancy, notices of rent increases, reductions, and/or changes to the terms of the tenancy; (8) any Default or Termination Notices served on tenants and, if the notices have been filed with the San Francisco Rent Board, proof of such filing; and (9) any requests from tenants for repairs, defective conditions, concessions or rent reductions, new services, or substitution of roommates. No later than 10 or ____ days after Acceptance, Seller shall deliver to Buyer all completed Rental Information Questionnaires and Protected Tenant Status Information forms returned by tenants to Seller. If any forms are returned after that day, Seller agrees to provide them to Buyer within 2 days of Seller's receipt. This contract is contingent upon Buyer's approval of the above documents, at Buyer's sole discretion. If Buyer does not remove this contingency within 7 or ____ days after receipt of the documents, either Party may terminate this Contract. Seller shall deliver to Escrow Holder prior to COE: (1) all tenant deposits, including security deposits, last month's rents, cleaning, key or other deposits, and any required interest accrued thereon through COE, which deposits and interest shall be disbursed to Buyer at COE; and (2) copies of any notice(s) of the transfer of deposits given by Seller to tenants.

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(Contract)

154 Alhambra St

Property: 154 Alhambra St, San Francisco Date: June 11, 2019

15. **INCOME AND EXPENSE STATEMENT:** ☐ (If checked) Within 7 or ____ days after Acceptance, Seller shall deliver to Buyer a true and complete statement of the income and expenses of the Property for the current year and calendar years _____. This contract is contingent upon Buyer's approval of the statement(s), at Buyer's sole discretion. If Buyer does not remove this contingency within 7 or ____ days after receipt of the statement(s), either Party may terminate this Contract.
16. **RENTAL PERSONAL PROPERTY:** ☐ (If checked) All personal property on the Property at Acceptance owned by Seller and used in operation of the Property is included. Seller shall provide, within 7 or ____ days after Acceptance, an inventory of the personal property.
17. **INTENT TO EXCHANGE PROPERTY:** ☐ Buyer and/or ☐ Seller intends to include this Property in an IRC §1031 exchange, subject to the terms of the attached Addendum. Any exchange is not a contingency of this Contract unless specified as such in the Addendum or elsewhere. The other Party consents to an exchange on the condition that they incur no additional expense or liability.
18. **SALE OF BUYER'S PROPERTY:** ☐ This Contract is contingent upon the sale of another property owned by Buyer, as stated in the attached Addendum.
19. **SELLER'S MANDATED AND CONTRACTUAL DISCLOSURES:** The following disclosures shall be delivered to Buyer within 3 days of Acceptance. This Contract is contingent upon Buyer's review of these disclosures. If Buyer does not remove these contingencies within 5 or ____ days after Buyer's receipt of the disclosures or any amendment, either Party may terminate this Contract. Buyer shall return to Seller signed copies of all of the following disclosure documents within 7 or ____ days of receipt. If prior to COE, Seller becomes aware of any inaccurate or undisclosed material facts, Seller shall amend Seller's disclosure accordingly. No amendment is required for any conditions of which Buyer is or becomes otherwise aware, or which are contained in reports given to or ordered by Buyer.
- A. **REAL ESTATE TRANSFER DISCLOSURE STATEMENT ("TDS"):** (Applies to properties with 1 to 4 residential units.) Unless exempt, Seller shall complete and deliver to Buyer a statutory TDS (Civil Code §1102), which shall be deemed complete when Seller has answered all questions and signed Section II, and Seller's Broker/Agent has completed and signed Section III. If the TDS is provided to Buyer prior to the making of an offer, there are no termination rights based on items disclosed.
- B. **SAN FRANCISCO SELLER DISCLOSURE:** (Applies to all properties.) Even if exempt from delivery of a TDS, Seller shall complete and deliver to Buyer the San Francisco Seller Disclosure, which shall be deemed complete when Seller has answered all applicable questions and initialed/signed each page.
- C. **NATURAL HAZARDS DISCLOSURE ("NHD"):** (Applies to all properties.) Seller shall provide an NHD report disclosing if the Property is located in a flood, fire, seismic hazard or other zone for which disclosure is required by law. If a TDS is required, the NHD report shall also disclose if the Property is in a special tax district or area.
- D. **EARTHQUAKE HAZARDS DISCLOSURE:** (Applies only to properties with 1 to 4 residential units built prior to 1960.) Seller shall deliver to Buyer the "Homeowner's Guide to Earthquake Safety" and complete a disclosure in compliance with Gov. Code §8897.
- E. **LEAD-BASED PAINT HAZARDS DISCLOSURE:** (Applies to all properties with residential units built prior to 1978.) Seller shall complete and deliver to Buyer a Lead-Based Paint Hazards Disclosure and Addendum in compliance with 42 U.S.C. 4852d.
- F. **BUILDING PERMIT HISTORY:** (Applies to all properties with residential units, except new construction.) Seller shall provide to Buyer a current Report of Residential Building Record ("3R"). Brokers/Agents do not investigate or verify the accuracy of the information contained in a 3R. Buyer is advised to investigate to Buyer's own satisfaction the status of zoning, permits or code compliance with the local planning department and not rely on the 3R to determine if the Property meets Buyer's intended uses.
- G. **OTHER DISCLOSURES:** Seller shall provide Buyer with all documents in Seller's possession needed to complete Seller's disclosure obligation.
20. **COMPLIANCE WITH OTHER LOCAL, STATE AND FEDERAL LAWS:** Buyer is advised to consult with the appropriate authorities to determine the extent to which other local, State and federal laws may affect the ownership and use of the Property.
- A. **SMOKE AND CARBON MONOXIDE DETECTORS:** Unless an exemption applies, State and local law requires that every residential property be properly equipped with approved and functioning smoke (or heat) and carbon monoxide detectors. If such detectors are not installed on the Property in accordance with applicable law, Seller shall install and pay for the detectors prior to COE.
- B. **WATER HEATERS:** California law requires water heaters to be strapped, braced or anchored to resist falling or displacement. The State Uniform Plumbing Code also requires that new or replacement water heaters located in a garage area be installed such that their ignition point is at least 18 inches above the floor. Different local authorities may have more stringent requirements. Seller shall bring water heaters into compliance prior to COE.
- C. **UNDERGROUND STORAGE TANKS ("USTs"):** The Parties acknowledge that Article 21 of the San Francisco Health Code requires owners of real property in San Francisco with USTs located on or immediately adjacent to the Property to file a plan for their closure within 30 days of discovery. If Seller has not provided Buyer with a written report by a licensed contractor specializing in USTs stating that no such tanks can be located, then Buyer is advised to conduct Buyer's own professional inspection, which Seller shall permit, irrespective of para. 12B. If the inspection reveals the existence of USTs, then Seller shall, at Seller's expense, remove them and complete any necessary remedial work to the Property prior to COE. Buyer may be responsible for USTs found after COE.
- D. **ENERGY AND WATER CONSERVATION:** Unless exempt, Seller shall order an energy and/or water conservation inspection. Seller shall pay for all requisite energy/water remediation work, not to exceed the maximum amount set by local law. Seller shall complete the work by COE and comply with all filing, recordation and other requirements.

Buyer's Initials

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21. **ILLEGAL UNITS OR ROOMS:** Buyer understands that units, rooms, or additions to the Property may not have been legally permitted. They may violate zoning ordinances, may have been built without building permits, and a certificate of final completion and occupancy may not have been issued. Buyer may be required to bring them into compliance or to remove kitchens or other facilities at Buyer's expense. A substantial fine may be imposed and Buyer may be prevented from renting any illegal units. Buyer is advised to obtain legal advice from a qualified San Francisco real estate attorney with respect to potential claims tenants renting illegal units may have.
22. **RESIDENTIAL RENT CONTROL ORDINANCE:** If the Property is located in San Francisco, Buyer is advised that there is in effect a Residential Rent Stabilization and Arbitration Ordinance, amended from time to time, which may severely affect Buyer's rights of ownership and right to move into the Property. Buyer is advised to research documents filed with the San Francisco Rent Board pertaining to the Property and to obtain legal advice from a qualified San Francisco landlord-tenant attorney.
23. **MEGAN'S LAW:** 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 website maintained by the Department of Justice at <http://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.
24. **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 website 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 website.
25. **RISK OF LOSS:** (Civil Code §1662) If the Property is materially destroyed prior to the transfer of title or delivery of possession to Buyer, Seller cannot enforce this Contract and Buyer is entitled to recover deposits already made.
26. **PROPERTY CONDITION AND KEYS:** Seller shall maintain this Property in the same general condition as when this Contract was signed by both Parties until possession is delivered to Buyer. Seller is not required to repair holes remaining after the removal of hanging items. Seller shall deliver the Property free of debris and in broom-clean condition. Seller shall provide Buyer, at possession, with keys to all locks, mailboxes, alarms and garage doors; garage door remote controls and any codes or passwords. Buyer and Seller agree that Brokers/Agents are not responsible for Seller's performance under this Paragraph.
27. **WALK-THROUGH:** Buyer shall have the right to make a final inspection of the Property within 5 or ___ days prior to COE, not as a condition of the sale but solely to confirm that: (a) the Property is in substantially the same condition as on the Date of Acceptance, unless otherwise agreed to in writing; and (b) Seller has complied with all additional written obligations regarding the condition of the Property.
28. **HOME WARRANTY PLANS:** Buyer and Seller acknowledge they are aware of the availability of home warranty plans which provide limited coverage against system and appliance failures, but have not relied upon any representation by Brokers/Agents regarding the extent of coverage of any such plan. ☐ (If checked) A 1-year home warranty plan shall be purchased at a cost not to exceed \$_____, to be paid by _____, with the cost of any additional coverage borne by Buyer. OR ☒ A home warranty plan is declined by Buyer.
29. **BROKERS/AGENTS:** No Brokers or Agents are parties to this Contract between Buyer and Seller. The term "Brokers/Agents" as used in this Contract shall mean the licensees who have served as real estate brokers or agents for either the Buyer or the Seller in the preparation, negotiation and review of this Contract.
30. **TAX WITHHOLDING:** The California Revenue and Taxation Code §18662 requires Buyer to withhold from Seller's proceeds 3 1/3% of the gross sale price, unless Seller signs an affidavit stating that the Property has been Seller's principal residence as defined in IRC §121, or another exemption applies. Further, if Seller is a foreign person or corporation, as defined in the Foreign Investment in Real Property Tax Act (FIRPTA), Buyer must, unless an exemption applies, withhold from Seller's proceeds up to 15% of the gross sale price of the Property. At least 7 or ___ days prior to COE, the Parties shall deliver to Escrow Holder, acting as a Qualified Substitute under IRC §1445 and a State REEP, all documentation necessary to carry out the provisions of these laws. The Parties instruct Escrow Holder to deduct from Seller's proceeds any amounts required. If Escrow Holder receives a Non-Foreign affidavit from Seller, they shall give Buyer a Qualified Substitute Statement attesting to that, under penalty of perjury, prior to COE.
31. **NON-CONFIDENTIALITY OF OFFERS:** Buyer is advised that Seller or Seller's representatives may not treat the existence, terms or conditions of offers as confidential unless such is required by law, regulation or a pre-existing agreement between the Parties.
32. **TIME:** Time is of the essence. All references to "days" shall mean calendar days, expiring at 11:59 p.m., unless otherwise specified.
33. **DELIVERY OF DOCUMENTS:** All documents to be delivered by a Party under this Contract, including but not limited to the Acceptance, contingency removals, and/or any termination notice issued by Buyer or Seller, shall be in writing and effective only upon personal receipt by the other Party or that Party's Broker/Agent. Delivery by any method (e.g. personal, mail, fax, e-mail, etc.) is effective.
34. **MULTIPLE LISTING SERVICE:** The Parties hereby grant to the San Francisco Association of REALTORS® Multiple Listing Service ("MLS") the right to publish and disseminate the sales price, terms of this Contract and other information about the Property and authorize their respective Brokers/Agents to submit such information under the applicable MLS rules.

Buyer's Initials

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154 Alhambra St

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35. **MEDIATION OF DISPUTES:** If a dispute arises regarding this Contract, Buyer and Seller agree to first attempt in good faith to settle the dispute by non-binding mediation before resorting to court action or binding arbitration. In mediation, a mutually acceptable resolution is sought rather than a settlement being imposed on the Parties. Mediation fees shall be paid equally by Buyer and Seller. The C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) shall be used, unless another mediation provider is mutually agreed to by the Parties. This Paragraph shall not apply to any disputes within the jurisdictional limits of Small Claims Court. Any Party who fails or refuses to mediate as required by this Paragraph, shall not be entitled to any attorney's fees award under this Contract. A court action filed to obtain a provisional remedy, including a notice of pending action or to stop the expiration of a statute of limitations, shall not be a violation of this Paragraph provided the Party commencing the action agrees, pending mediation, to a stay of the court action. This Paragraph shall apply regardless of whether the Parties also agree to arbitration.

36. **ARBITRATION OF DISPUTES:** Any dispute or claim in law or equity arising out of this Contract or any resulting transaction shall be decided by neutral binding arbitration in accordance with the rules of JAMS and not by court action, except as provided by California law for judicial review of arbitration proceedings. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. Arbitrators can award compensatory damages, punitive damages, and/or order specific performance, injunctive relief and declaratory relief. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The following matters are excluded from arbitration hereunder: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code §2985; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court or a Small Claims Court; or (e) an action for bodily injury or wrongful death. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.

"NOTICE: BY INITIALLING 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 INITIALLING 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."

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37. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the Purchase Price. Any excess shall be returned to Buyer. Release of funds will require mutual, signed release instructions from both Buyer and Seller, judicial decision or arbitration award. BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES AGREEMENT FOR ANY INCREASED DEPOSIT.

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38. **LEGAL ADVICE ON ARBITRATION AND LIQUIDATED DAMAGES:** Buyer and Seller acknowledge that they have not received or relied upon any representation by Brokers/Agents regarding Arbitration and Liquidated Damages and that they have been advised by Brokers/Agents to seek legal advice from a qualified real estate attorney. In the event only one Party initials either clause (Arbitration or Liquidated Damages), that clause shall not be part of this Contract as formed.

39. **ATTORNEYS' FEES:** In any action, proceeding or arbitration between Buyer and Seller arising out of this Contract, the prevailing Party shall be entitled to reasonable attorney fees and costs from the non-prevailing Party.

40. **ACCEPTANCE:** Under this Contract, Acceptance occurs only when Seller signs Buyer's original offer and Addenda without any changes and a signed copy is delivered to Buyer or Buyer's Broker/Agent, OR when the last of any counter offers has been signed by the receiving Party without any changes and a signed copy of that counter offer is delivered to the issuing Party. Signed means by application of a written signature or, to the fullest extent allowed by California law, an electronic signature on an original document, counterpart, photocopy or electronic copy. The Parties agree that electronic means will not be used by either of them to alter the content or integrity of the Contract.

41. **REMOVAL OF CONTINGENCIES:** Buyer's removal of contingencies requires a written Contingency Removal (☒ attached if checked).

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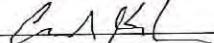
Property: 154 Alhambra St, San Francisco Date: June 11, 2019

42. **TERMINATION:** The following provisions apply except for a good faith exercise by either Party of a contractual contingency or a statutory right to terminate which can be done unilaterally by notice by a Party. Termination of this Contract by Seller shall be effected only after delivery of a Notice to Perform to Buyer which provides at least 2 days to perform contractual terms or remove contingencies. In the event that Buyer does not perform as noticed, Seller may terminate this Contract. Termination of this contract due to Seller's failure to perform contractual terms or remove contingencies, including Seller's failure to provide documents or reports mandated by this Contract or otherwise required by law, or Seller's failure to remove a Seller contingency, shall be effected only after delivery of a Notice to Perform to Seller which provides at least 2 days to perform as noticed. In the event that Seller does not perform as noticed, Buyer may terminate this Contract. Either Party may issue a Notice to Perform no sooner than 2 days prior to the contractual deadline. The obligation to close escrow as provided in paragraph 2 above is a contractual term requiring a Notice to Perform. Release of funds from escrow will require mutually consistent signed instructions from both Buyer and Seller, or the rendering of a judicial decision or arbitration award authorizing the release.
43. **BROKERS' COMPENSATION:** The Parties instruct Escrow Holder to disburse to Brokers at COE compensation from funds in escrow in accordance with the terms set forth in the listing agreement for the Property or other compensation agreement. Compensation instructions are irrevocable and amended only with the written consent of the Buyer's and Seller's Brokers.
44. **GENERAL PROVISIONS:** This Contract contains the entire agreement of the Parties. Any purported or prior agreement or representation respecting the Property or the duties of Buyer and Seller in relation thereto which is not expressly set forth herein is null and void. No amendment to or modification of this Contract shall be valid or enforceable unless in writing and signed by Buyer and Seller. This Contract shall be binding upon, and inure to the benefit of, the Parties' respective heirs, successors and assigns.
45. **REPRESENTATIVE CAPACITY:** A Party signing this Contract in a representative capacity hereby confirms the authority to do so and shall provide a Representative Capacity Signature Disclosure (RCSD form) to the other Party within 3 or ____ days of Acceptance. ☐ (If checked) Buyer attaches an RCSD-B form.
46. **FINCEN COMPLIANCE:** For a cash purchase, within 3 days of request by Escrow Holder, Buyer shall provide all required information, including the identity of the natural person(s) behind the purchasing entity, or Seller may terminate this Contract.
47. **WIRE FRAUD:** The Parties acknowledge the risk of wire fraud and agree they are solely responsible for their own funds.
48. **ACKNOWLEDGMENT OF RECEIPT:** The Parties hereby acknowledge receipt of a copy of this Contract and represent that they have read, and that they understand, its provisions.
49. **ADDITIONAL TERMS AND CONDITIONS** including all attached Addenda signed by Buyer and Seller shall be deemed a part of this Contract. Escrow shall close within 3 business days of PUC approval. Buyer has inspected the Property. Signed disclosures, including Buyer's AVID, will be returned to Seller within 24 hours of ratification.
50. **EXPIRATION:** This offer shall be deemed revoked unless a copy of this Contract with Seller's signature accepting it is delivered to Buyer or Buyer's Broker/Agent within 24 or ____ hours of presentation to Seller, or ☒ (if checked) not later than 1 pm (time) on June 18, 2019 (date).
NO REPRESENTATION IS MADE AS TO THE LEGAL SUFFICIENCY OR VALIDITY OF ANY PROVISION OF THIS CONTRACT FOR ANY SPECIFIC TRANSACTION. BROKERS/AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.

Buyer Barry Scherman and/or assigns Date 06/11/2019 Buyer _____ Date _____
Barry Scherman and/or assigns

ACCEPTANCE

The undersigned Seller hereby accepts the foregoing offer and agrees to sell the Property on the terms and conditions set forth herein, OR ☒ (if checked) accepts the above terms and conditions as amended by Seller's Counter Offer and ☐ Back-Up Offer Addendum.

Seller  Date 06/20/2019 Seller _____ Date _____

BROKER/AGENT COMPENSATION AGREEMENT AND ACKNOWLEDGMENT OF AGENCY RELATIONSHIPS

Seller's Brokerage Firm agrees to assign and pay to Buyer's Brokerage Firm from the commission as set forth in a written listing agreement between Seller and Seller's Broker, the amount specified in the MLS, or ☐ (if checked) in a separate written agreement between the Brokers. Any percentages shown shall be based upon the Purchase Price, unless otherwise specified. Broker(s) hereby agree to the terms and conditions for compensation stated above and acknowledge the agency relationships confirmed in this Contract.

Buyer's Brokerage Firm Compass

By (Broker/Agent for Buyer) Shaban Shakoori Tel. _____ Date 06/11/2019
Shaban Shakoori

Seller's Brokerage Firm Compass

By (Broker/Agent for Seller) Eric Altree Shannon Hughes Tel. _____ Date 06/20/2019
Eric Altree and Shannon Hughes



**SAN FRANCISCO
ASSOCIATION of REALTORS®**

CONTINGENCY REMOVAL # 1

SAN FRANCISCO ASSOCIATION OF REALTORS® STANDARD FORM

This form is intended for use in San Francisco

Contingency Removal for the San Francisco Purchase Agreement dated June 11, 2019 (Date Prepared)
for the Property known as 154 Alhambra St, San Francisco, CA 94123-2004
between Barry Scherman and/or assigns ("Buyer")
and _____ ("Seller").

By checking a box below, Buyer acknowledges that Buyer (a) has had the opportunity to inspect and has received contractually mandated documents (or waived the right to receive them) pursuant to the referenced items in the Contract (Buyer has signed, or agrees to sign, copies of said documents received for Broker/Agent's transaction file) and (b) is fully satisfied with the items which are the subject of those conditions (e.g. physical condition of the Property). Except for information contained in Seller's and Broker/Agent's disclosure statements, Buyer has not relied upon Seller's or Broker/Agent's representations as to the condition of the Property.

Check	Contract Paragraph and Terms
☐	1 <u>Financing Provisions</u>
☐	4 <u>Appraisal</u>
☐	8 <u>Title Review</u> (subject to the Exceptions noted below)
☐	9B <u>Leased or Liened Items</u>
☐	12A <u>Property Inspections</u> (subject to the Exceptions noted below)
☐	13 <u>Condominium Disclosure</u> (including parking and storage spaces, CC&Rs, Bylaws, Articles of Incorporation, rules and regulations, budget, financial statements of the Homeowners Association, one year's minutes of the Homeowners Association meetings, and any other condominium documents required by law or this Contract)
☐	14 <u>Rental Property</u> (including copies of all leases and rental agreements, copies of all outstanding notices sent to tenants, notification of any pass-throughs which constitute part of the existing rent, which units include parking as part of the rent, whether or not any parking spaces are rented to non-tenants, vacant unit disclosures, any buyout agreements, the rental history of each unit from the date of each tenant's occupancy to the present, notices of rent increases, rental information questionnaires and protected tenant status forms received back from tenants)
☐	15 <u>Income and Expense Statement</u> (for the current year and prior requested years)
☐	18 <u>Sale of Buyer's Property</u>
☐	19A <u>Real Estate Transfer Disclosure Statement</u>
☐	19B <u>San Francisco Seller Disclosure</u>
☐	19C <u>Natural Hazards Disclosure Statement/Report</u>
☐	19D <u>Earthquake Hazards Disclosure</u>
☐	19E <u>Lead-Based Paint Hazards Disclosure</u>
☐	19F <u>Building Permit History</u> (Report of Residential Building Record - 3R)
☐	19G <u>Other Disclosures:</u> _____
☐	49 <u>Additional Terms:</u> _____
☐	Addenda ☐ TIC Purchase ☐ 1031 Exchange ☐ Other: _____ ☐ Other: _____
☒	<u>All</u> Remaining Buyer contingencies established by the Agreement. (Note: This alternative is not a requirement of the Agreement, but a convenience for Buyer.)

Exceptions (attach separate sheet, if necessary): _____

Do not use this form to renegotiate the terms of the Contract. If Buyer is only willing to remove contingencies in exchange for Seller concessions, Broker/Agent recommends that Buyer use a Request for Repair form or an Amendment of Existing Agreement Terms form.

Buyer Barry Scherman and/or assigns Date 06/11/2019 Buyer _____ Date _____
Barry Scherman and/or assigns

Confirmation of Receipt of this Removal of Contingencies: Seller's Initials: AKW Date 06/20/2019

BROKERS/AGENTS CAN ADVISE ON REAL ESTATE TRANSACTIONS ONLY. FOR LEGAL OR TAX ADVICE, CONSULT A QUALIFIED ATTORNEY OR CPA.

Page 1 of 1
(Rev. 03/19)

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Shaban Shakoori

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Phone: (310) 498-9128 Fax: _____

154 Alhambra St





CALIFORNIA
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OF REALTORS®

BUYER'S INSPECTION WAIVER

(C.A.R. Form BIW, 4/08)

154 Alhambra St

San Francisco, CA 94123-2004

Property Address: _____ ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: Unless otherwise specified in the purchase agreement used, the physical condition of the land and any improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, (i) you should conduct thorough inspections, investigations, tests, surveys and other studies (Investigations) of the Property personally and with professionals of your own choosing who should provide written reports/disclosures of their findings and recommendations, and (ii) you should not rely solely on reports/disclosures provided by Seller or others. A general physical (home) inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If any professional recommends additional 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.

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 to investigate and verify information and facts that you know or that are within your diligent attention and observation. If the purchase agreement gives you the right to investigate the Property the best way to protect yourself is to exercise this right. However, you must do so in accordance with the terms of, and time specified in, that agreement. It is extremely important for you to read all written reports/disclosures provided by professionals and to discuss the results of Investigations with the professionals who conducted the Investigations.

C. WAIVERS:

- HOME INSPECTION WAIVER:** Broker recommends that Buyer obtain a home inspection, even if Seller or Broker has provided Buyer with a copy of a home inspection report/disclosures obtained by Seller or a previous buyer. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

(____)(____) Buyer has decided not to obtain a general home inspection at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain a general home inspection.

- WOOD DESTROYING PEST INSPECTION WAIVER:** Broker recommends that Buyer obtain an inspection for wood destroying pests and organisms (whether paid for by Buyer or Seller). IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

(____)(____) Buyer has decided not to obtain an inspection for wood destroying pests and organisms at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain an inspection for wood destroying pests and organisms.

- OTHER:** Broker recommends that Buyer obtain an inspection for the following items: _____

IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

(____)(____) Buyer has decided not to obtain the inspection(s) noted above at this time. Unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such inspection(s).

- ADDITIONAL WAIVERS:** Buyer has received a:

☐ General Home Inspection Report/Disclosure, prepared by _____ dated _____,
☐ Wood Destroying Pest and Organism Report/Disclosure, prepared by _____ dated _____,
☐ Other _____ Report/Disclosure, prepared by _____ dated _____.

That report/disclosure recommends that Buyer obtain additional Investigations, Broker recommends that Buyer obtain those additional Investigations. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

(____)(____) Buyer has decided not to obtain any of the additional inspections or reports/disclosures at this time and, unless Buyer makes a subsequent election in writing during Buyer's investigation period, if any, Buyer waives the right to obtain such additional inspections or reports/disclosures.

Buyer represents and agrees that Buyer has independently considered the above, and all other Investigation options, has read all written reports/disclosures provided by professionals and discussed the results with the professional who conducted the Investigation. Buyer further agrees that unless Buyer makes a subsequent election in writing during Buyer's Investigation period, if any, Buyer waives the right to conduct the Investigation(s) above.

Buyer Barry Scherman and/or assigns Date 06/11/2019

Barry Scherman and/or assigns

Buyer _____ Date _____

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AKW



BIW 4/08 (PAGE 1 OF 1)

BUYER'S INSPECTION WAIVER (BIW PAGE 1 OF 1)

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Shaban Shakoobi

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Fax:

154 Alhambra St



CALIFORNIA
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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 Barry Scherman and/or assigns Date 06/11/2019
Barry Scherman and/or assigns

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Compass DRE Lic. # 01527235
Real Estate Broker (Firm)

By Shaban Shakoori DRE Lic. # 01448689 Date 06/11/2019
(Salesperson or Broker-Associate, if any) Shaban Shakoori

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AD REVISED 12/18 (PAGE 1 OF 2)

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

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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	<u>DO NOT COMPLETE. SAMPLE ONLY</u>	License Number	_____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)			
Seller's Agent	<u>DO NOT COMPLETE. SAMPLE ONLY</u>	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	<u>DO NOT COMPLETE. SAMPLE ONLY</u>	License Number	_____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)			
Buyer's Agent	<u>DO NOT COMPLETE. SAMPLE ONLY</u>	License Number	_____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ 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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154 Alhambra St



CALIFORNIA
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BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

COMPASS

Property Address 154 Alhambra St, San Francisco, CA 94123-2004

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. 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. 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.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. 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, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. 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. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, 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, 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.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory.

Buyers are encouraged to read it carefully.

Buyer Barry Scherman and/or assigns 06/11/2019

Buyer _____

Barry Scherman and/or assigns

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

Compass, 891 Beach Street San Francisco CA 94109
Shaban Shakoori

Phone: (310) 498-9128 Fax: _____
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154 Alhambra St



CALIFORNIA
ASSOCIATION
OF REALTORS®

MARKET CONDITIONS ADVISORY
(C.A.R. Form MCA, Revised 11/11)

1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

2. BUYER CONSIDERATIONS:

A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

B. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

(1) LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

(2) APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials (BSH) (_____)

Seller's Initials (AKW)



Property Address: 154 Alhambra St, San Francisco, CA 94123-2004Date: 06/11/2019

(3) INSPECTION CONTINGENCY: If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

3. SELLER CONSIDERATIONS:

As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer	<u>Barry Scherman and/or assigns</u>	Date	<u>06/11/2019</u>
	<u>Barry Scherman and/or assigns</u>		
Buyer	_____	Date	_____
Seller	<u>Andrew Williams</u>	Date	<u>06/20/2019</u>
	<u>Vice President Tand and env management</u>		
Seller	_____	Date	_____

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MARKET CONDITIONS ADVISORY (MCA PAGE 2 OF 2)

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154 Alhambra St

Attachment 2

Remedial Action Certification



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
700 Heinz Avenue
Berkeley, California 94710-2721



Edmund G. Brown Jr.
Governor

July 20, 2017

Darrell Klingman, PG, CHG
Environmental Remediation Department
Pacific Gas & Electric Company
3401 Crow Canyon Road, Room 177B
San Ramon, California 94583
DSK5@pge.com

Certification - Property APN 0463A012

Dear Mr. Klingman:

The Department of Toxic Substances Control (DTSC) has prepared and approved the Remedial Action Certification (Certification) for the property identified as San Francisco County Assessor's Parcel Number (APN) 0463A012 (Property). The Property is located on Alhambra Street in the vicinity of the former Fillmore Manufactured Gas Plant (MGP) site, in San Francisco, California. The Certification was prepared under a Voluntary Cleanup Agreement (Docket No. HSA-VCA 09/10-111) between Pacific Gas and Electric Company (PG&E) and DTSC. A copy of the Certification is enclosed for your records.

The Certification provides a summary of the investigation and remediation work conducted for the Property, including the following documents:

- Remedial Action Plan, Former North Beach and Fillmore Manufactured Gas Plant Sites (May 2012), approved by DTSC on May 16, 2012,
- Property Investigation Report, APN 0463A012, Former Fillmore Manufactured Gas Plant Site, San Francisco, California (July 2013), approved by DTSC August 19, 2013,
- Land Use Covenant (LUC) for the Property, recorded by the Office of the Assessor-Recorder, City and County of San Francisco, on April 6, 2017.

The selected remedy for the Property consists of a cap, which includes the house; the upper 4 feet of soil, and hardscape features in the backyard. Soils with MGP residues at concentrations greater than cleanup goals are either covered by the house or existing

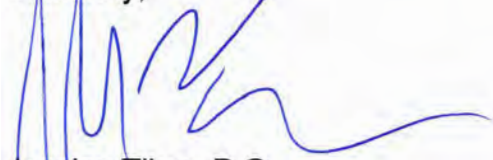
Mr. Klingman
July 20, 2017
Page 2

hardscape and clean soil. The selected remedy also includes institutional controls to help prevent future exposure to MGP residues should residual subsurface contamination be disturbed. DTSC's approval of the Certification indicates that implementation of the selected remedy has adequately addressed MGP-related contaminants of concern and that the remedy is protective of human health and the environment under a residential land use scenario. As with any real property, if previously unidentified contamination is discovered at the Site, additional assessment, investigation and/or cleanup may be required.

The LUC for the Property requires the property owner to submit an annual compliance letter to verify that property uses are consistent with the requirements of the LUC. A template for such a letter is included as Exhibit C of the LUC. The compliance letter is due by March 1 of each year, starting in 2018.

Should you have any questions regarding this letter, please contact me at (510) 540-3835 or via email at jessica.tibor@dtsc.ca.gov.

Sincerely,



Jessica Tibor, P.G.
Project Manager
Brownfields and Environmental Restoration Program
Berkeley Office

Enclosure

cc: Gina Plantz, Vice President
Haley & Aldrich, Inc.
2033 N. Main Street, Suite 309
Walnut Creek, California 94596
GPlantz@HaleyAldrich.com

Megan Kinzer
Haley & Aldrich, Inc.
2033 N. Main Street, Suite 309
Walnut Creek, California 94596
MKinzer@HaleyAldrich.com



Department of Toxic Substances Control

Matthew Rodriguez
Secretary for
Environmental Protection

Barbara A. Lee, Director
700 Heinz Avenue
Berkeley, California 94710-2721

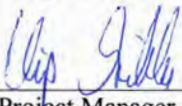
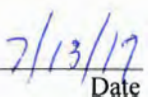
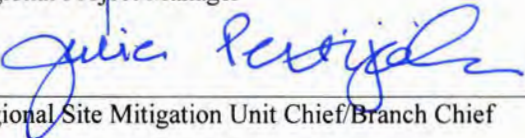
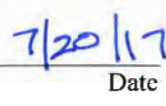
Edmund G. Brown Jr.
Governor

REMEDIAL ACTION CERTIFICATION

**Former Fillmore Manufactured Gas Plant Site
Property APN 0463A012, San Francisco, California**

1. **Certification of Remedial or Removal Action:**

I hereby certify that the following information is true and correct to the best of my knowledge.

 _____ Regional Project Manager	 _____ Date
 _____ Regional Site Mitigation Unit Chief/Branch Chief	 _____ Date

2. **Certification Statement:** Based upon the information which is currently and actually known to the Department of Toxic Substances Control (DTSC),

- ☐ DTSC has determined that all appropriate response actions have been completed, that all acceptable engineering practices were implemented and that no further removal/remedial action is necessary.
- ☐ DTSC has determined, based upon a remedial investigation or site characterization that the site poses no significant threat to public health, welfare or the environment and therefore implementation of removal/remedial measures is not necessary.
- ☒ DTSC has determined that all appropriate removal/remedial actions have been completed and that all acceptable engineering practices were implemented; however, the site a Land Use Covenant (LUC) which includes a requirement that the property owner prepare and submit an annual compliance letter to DTSC, verifying compliance with the LUC.

3. **Site Name and Location:**

Former Fillmore Manufactured Gas Plant Site
Property APN 0463A012, San Francisco, California

A. List any other names that have been used to identify this site:

a. N/A

B. Address of site if different from above:

a. 154 Alhambra Street, San Francisco, California

C. Assessor's Parcel Number:

0463A012

4. **Responsible Parties:**

Name:	Darrell Klingman	Name:	
Title:	Program Manager	Title:	
Firm:	Pacific Gas and Electric Company	Firm:	
Address:	3401 Crow Canyon Road	Address:	
City:	San Ramon, CA	City:	
Zip:	94583	Zip:	
Telephone:	(925) 415-6321	Telephone:	
E-mail:	DSK5@pge.com		

Relationship to site: such as generator, hauler, etc.: Former operator

Current Landowner/Operator Pacific Gas and Electric Company

5. **Brief Description and History of the Site:**

From approximately 1886 until 1906, the Property was part of a larger parcel that was used as a Manufactured Gas Plant (MGP) also known as the "Fillmore MGP" (Site). Pacific Gas and Electric Company (PG&E) purchased the Fillmore MGP in 1905 and operated the MGP until it was destroyed as a result of the April 18, 1906 earthquake. Later, the Property was also part of an area owned by the City and County of San Francisco (the "City") and developed as the site of the Panama Pacific International Exhibition (PPIE), from approximately 1912 through 1916. After the PPIE, the Property was part of a larger residential development in the 1920's. The house on the Property was originally built in 1925.

Currently, the Property is used as a single-family residence. The Property is approximately 3,545 square feet and is occupied by a single family residential building.

The Preliminary Study indicates that soil in the rear yard and beneath the house is likely to contain polycyclic aromatic hydrocarbons (PAH) concentrations above the unrestricted use cleanup goal but at depths at or greater than 4 feet below ground surface (ft. bgs). Pursuant to the Site Remedial Action Plan, the soil in the upper 4 ft. is a Cap to the impacted soil below 4 ft. bgs.

6. **Type of Site:** (Check appropriate response)
Included in Annual Workplan?

Yes X No Date

RCRA-Permitted Facility Bond – funded
RCRA Facility Closure RP - funded X
NPL Federal Facility
Other (i.e., walk-in) : Explain Briefly:

7. **Size of Site:** (Based on Annual Workplan definition of size)

Small X Medium Large Extra Large

8. **Dates of Remedial Action**

a. Initiated: N/A b. Completed N/A

*Per CERCLA as amended by SARA, all sites must be reviewed after 5 years to verify that cleanup measures are still satisfactory (CERCLA Section 121 (c)).

9. **Response Action Taken on Site:** (check appropriate action)

 Removal Action (satisfactory abatement of site)/Removal Action Workplan
X Final Remedial Action
 RCRA enforcement/closure action
 No action, further investigation verified that no cleanup action at site was needed.

A. Type of Remedial Action:

Land Use Covenant recorded on April 6, 2017.

B. Estimated quantity of waste associated with the site
(i.e., tons/gallons/cubic yards) which was:

N/A

10. **Cleanup Levels/Standards**

a. What were the cleanup standards established by DTSC pursuant to the Final Remedial Action Plan (RAP) or workplan (if cleanup occurred as the result of a removal action (RA) prior to development of a RAP)?

Cleanup Levels established in the RAP/RAW:

Soil cleanup goals: For the upper 4 feet- 0.9 mg/kg for BaP EQ, 1,600 mg/kg for total cyanide, 1.1 mg/kg for benzene, 5,000 mg/kg for toluene, 5.4 mg/kg for ethylbenzene, 600 mg/kg for p-xylene, 590 mg/kg for m-xylene, and 690 mg/kg for o-xylene.

b. Were the specified cleanup standards met? Yes X No X

c. If "no", why not:

11. **DTSC Involvement in the Remedial or Removal Action:**

A. Did DTSC order the Remedial or Removal Action?

Yes ☐ No ☒ Date of order _____

B. Did DTSC review and approve (indicate date of review/approval if done):

☒ Sampling & Analysis Procedures	Date: 1/25/2013
☒ Health & Safety Protections	Date: N/A
☒ Removal/Disposal Procedures	Date: 5/16/2012
☒ Remedial/Removal Action Plan	Date: N/A

C. If site was abated by a responsible party, did the DTSC receive a signed statement from a licensed professional on all phases of the Remedial Actions? (Indicate date of statement)

Remedial Action Plan/ Removal Action Workplan	Date: <u>5/15/2012</u>
Design & Construction Specifications	Date: <u>N/A</u>
Post Construction	Date: <u>N/A</u>

D. Did a registered engineer or geologist verify that acceptable engineering practices were implemented?

Yes ☒ No ☐ Name: Elizabeth Breitenbach, PG.
Senior Geologist
Haley & Aldrich, Inc.
5333 Mission Center Road, Suite 300
San Diego, CA 92108

Date of verification: July 2013

E. Did DTSC confirm completion of all Remedial Actions?

Yes ☒ No ☐
Date of verification: April 2017 (LUC)

F. Did DTSC (directly or through a contractor) actually perform the Remedial Action?

Yes ☐ No ☒ Name of Contractor: _____

G. Was there a community relations plan in place? Public Participation Plan

Yes ☒ No ☐

H. Was a Remedial Action Plan (RAP)/Removal Action Workplan (RAW) developed for this site?

Yes ☒ No ☐

I. Did DTSC hold a public meeting regarding the draft RAP/RAW?

Yes ☒ No ☐

Date of DTSC analysis and response: April 2012

K. Are all of the facts cited above adequately documented in the DTSC files? Yes X No

If no, identify areas where documentation is lacking _____

12. EPA Involvement in the Remedial Action:

A. Was the EPA involved in the site cleanup?

Yes No **X**

B. If yes, did EPA concur with all remedial actions?

Yes No NA X

C. EPA comments _____

EPA staff involved in cleanup: _____
(Name, Title)

(Address, Phone Number)

13. Other Regulatory Agency Involvement in the Cleanup Action:

☐ SWRCB	_____
☐ ARB	_____
☐ CHP	_____
☐ Caltrans	_____
☐ Other	_____

Name of contact persons and agency: NA

14. Post-Closure Activities:

A. Will there be post-closure activities at this site? (e.g. Operation and Maintenance)

Yes X No If yes, describe: Property owner required to prepare and submit annual compliance letter to DTSC, verifying compliance with Land Use Covenant (LUC).

B. Have post-closure plans been prepared and approved by the DTSC?

Yes X No
Land Use Covenant has been recorded.

C. What is the estimated duration of post-closure (including operations and maintenance) activities?

Ongoing

D. Are deed restrictions proposed or in place?

Yes X No ___ If "yes" have deed restrictions been recorded with the County recorder? Yes X

No ___

Date April 6, 2017

If "no", who is responsible for assuring that the deed restrictions are recorded?

Who is the Division contact? _____

Name/Phone Number _____

E. Has cost recovery been initiated?

Yes X No ___ If yes, amount received: PG&E is billed quarterly.

F. Were local planning agencies notified of the cleanup action?

Yes ___ No X If yes, the name and address of agency:

15. Expenditure of Funds and Source:

(Information to be supplied by Toxic Accounting Unit.)

Funding Source and amount expended:

___ HWCA	\$ _____	___ HSA	\$ _____
___ HSCF	\$ _____	___ RCRA	\$ _____
___ RP	\$ _____	___ Other	\$ _____
___ Federal Cooperative Agreement	\$ _____		

16. Problems Encountered Which Caused Major Delays:

None.

17. Accomplishments Unique to this Project:

No soil removal needed to meet goals of RAP.

18. Final Use of Site:

Residential.

Attachment 3
Land Use Covenant

20179K43045700017

San Francisco Assessor-Recorder

Carmen Chu, Assessor-Recorder

DOC 2017-K430457-00

Acct 6002-First American Title Co.- Redwood City

Thursday, APR 06, 2017 11:02:44

Ttl Pd \$63.00

Nbr-0005579259

pkc/RE/1-17

RECORDING REQUESTED BY:

**PACIFIC GAS AND ELECTRIC
COMPANY**

245 Market Street, N10A, Room 1015

P.O. Box 770000

San Francisco, California 94177

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control

700 Heinz Avenue

Berkeley, California 94710

Attention: Branch Chief

Brownfields and Environmental Restoration

Program, Berkeley Office

2103-5426923

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

Re: APN: 0463A--012

154 Alhambra Street

City of San Francisco

County of San Francisco

DTSC Site Code 201873

This Covenant and Agreement ("Covenant") is made by and among Pacific Gas and Electric Company (the "Covenantor" or "PG&E"), the current owner of property situated in the City and County of San Francisco, State of California, described in Exhibit "A" and shown in Exhibit A (continued), attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code Section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land (or portions of the land) of hazardous materials as defined in Health and Safety Code Section 25260 and hazardous substances as defined in Health and Safety Code Section 25316. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code Section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further agree that this Covenant shall conform with the requirements of California Code of Regulations, Title 22, Section 67391.1.

Initials

JSK / JGP

RECORDING REQUESTED BY:

**PACIFIC GAS AND ELECTRIC
COMPANY**
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, California 94710
Attention: Branch Chief
Brownfields and Environmental Restoration
Program, Berkeley Office

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**COVENANT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTION**

**Re: APN: 0463A--012
154 Alhambra Street
City of San Francisco
County of San Francisco
DTSC Site Code 201873**

This Covenant and Agreement ("Covenant") is made by and among Pacific Gas and Electric Company (the "Covenantor" or "PG&E"), the current owner of property situated in the City and County of San Francisco, State of California, described in Exhibit "A" and shown in Exhibit A (continued), attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). Pursuant to Civil Code Section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land (or portions of the land) of hazardous materials as defined in Health and Safety Code Section 25260 and hazardous substances as defined in Health and Safety Code Section 25316. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code Section 1471, and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant. The Parties further agree that this Covenant shall conform with the requirements of California Code of Regulations, Title 22, Section 67391.1.

Initials

dsk / gsc

ARTICLE I
STATEMENT OF FACTS

1.1. The Property comprises approximately 3,545 square feet, is located at 154 Alhambra Street, City and County of San Francisco, State of California, and is generally described as San Francisco County Assessor's Parcel No. 0463A--012. The Property is located on the north side of Alhambra Street between Pierce Street and Mallorca Way. From approximately 1886 until 1906, the Property was part of a larger parcel that was used as a Manufactured Gas Plant (MGP) also known as the "Fillmore MGP." PG&E purchased the Fillmore MGP in 1905 and operated the MGP until it was destroyed as a result of the April 18, 1906 earthquake. Later, the Property was also part of an area developed by the City and County of San Francisco (the "City") as the site of the Panama Pacific International Exhibition (PPIE), from approximately 1912 through 1916. After the PPIE, the Property was part of a larger residential development in the 1920's. The house on the Property was originally built in 1925. Currently, the Property is used as a single family residence.

1.2. PG&E and the Department entered into a Voluntary Cleanup Agreement (VCA, Docket No. HSA-VCA-09/10-111) for the Fillmore MGP site in May of 2010. Under the VCA, the Department provided oversight of investigation and remediation of MGP-related contamination at the Property in accordance with Health and Safety Code (HSC) Division 20, Chapter 6.8. Thereafter, PG&E conducted an Initial Site Investigation ("Preliminary Study") on the Property. The analytical results showed that no further action was required for soil gas. The Preliminary Study was approved by DTSC on August 20, 2013.

1.3. In May, 2012, PG&E submitted to the Department a Remedial Action Plan ("RAP") for the properties within the Fillmore MGP Site. The Department prepared an Initial Study and Negative Declaration (IS/ND) for the RAP pursuant to the California Environmental Quality Act (CEQA), Public Resources Code section 21000 et seq. The RAP and IS/ND were released for public review and subsequently approved by the Department on May 16, 2012. PG&E submitted to the Department a Property Investigation Report (PIR) which was approved by the Department on August 20, 2013. Pursuant to the RAP, the PIR recommended an institutional control stipulating DTSC approval for future excavations at depths greater than 4 feet (ft.) below ground surface (bgs) to control potential future exposure to possible subsurface MGP residues that will remain in place.

1.4. The Preliminary Study indicates that soil in the rear yard and beneath the house is likely to contain polycyclic aromatic hydrocarbons (PAH) concentrations above the unrestricted use cleanup goal but at depths at or greater than 4 ft. bgs. Pursuant to the RAP, the soil in the upper 4 ft. is a Cap to the impacted soil below 4 ft. bgs.

1.5. This Covenant is required as part of the property remediation because PAHs, a component of MGP residues, remain in subsurface soil at concentrations that are above the unrestricted use cleanup goal. A Cap is required at the Property to prevent disturbance to soil containing these MGP residues and to reduce the likelihood of direct contact with residual PAH concentrations in soil above cleanup goals. The Cap consists of the house, the upper 4 feet of soil and hardscape features in the backyard (Exhibit B).

Initials

JSK JGP

1.6. Based on the above work and documentation, the Department has concluded that use of the Property as a single family residence, in accordance with the restrictions set forth in this Covenant, does not and will not pose an unacceptable risk to human health or the environment.

ARTICLE II **DEFINITIONS**

2.1. Cap. "Cap" means the top 4 feet of soil and any hard features on the surface of the soil such as pavement, hardscape and building slabs.

2.2. Cap Area. "Cap Area" means those areas of the property designated in Exhibit B where a Cap exists above contaminated soil.

2.3. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.4. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.5. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.6. Occupant. "Occupant" or "Occupants" means Owner and any person or entity entitled by Ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.7. Owner. "Owner" or "Owners" means the Covenantor, and all successors in interest including heirs and assigns, who at any time hold title to all or any portion of the Property. For this Covenant, PG&E is the first Covenantor.

ARTICLE III
GENERAL PROVISIONS

3.1. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code Section 25355.5 and Civil Code Section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.2. Binding upon Owner/Occupants. This Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, and the Owners' heirs, successors and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department. This Covenant, however, is binding on all Owners and Occupants, and their respective successors and assigns, only during their respective periods of ownership or occupancy except that such Owners or Occupants shall continue to be liable for any violations of, or non-compliance with, the Environmental Restrictions of this Covenant or any acts or omissions during their ownership or occupancy.

3.3. Incorporation into Deeds and Leases. This Covenant shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.4. Conveyance of Property. The Owner and new Owner shall provide written notice to the Department not later than thirty (30) calendar days after any conveyance or receipt of any ownership interest in the Property (excluding Leases, and mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new Owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. The notice shall also include the Assessor's Parcel Number (APN) noted on page one of this Covenant. If the new Owner's property has been assigned a different APN, each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

3.5. Costs of Administering the Covenant. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for the Covenantor and for all subsequent Owners that, pursuant to California Code of Regulations, Title 22, Section 67391.1(h), Covenantor has agreed to pay or arrange for payment for all of the Department's costs in administering, implementing, and enforcing this Covenant. The Department agrees that it shall look first to Covenantor, and not to any Owner or Occupant of the Property, for payment of such costs. In the event that the Department is unable to recover such costs from the Covenantor, the current Owner of the Property shall pay the Department's costs in administering this Covenant. In such case, the current Owner of the Property shall retain any and all rights that it may have against PG&E with respect to such costs.

Initials dsk/ger

ARTICLE IV
RESTRICTIONS AND REQUIREMENTS

4.1. The Property may be used for residential purposes in accordance with current zoning and in accordance with the restrictions set forth in this Covenant.

4.2 Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Drilling for any water, oil, or gas without prior written approval by the Department.
- (b) Extraction or removal of groundwater without a Groundwater Management Plan pre-approved by the Department in writing.
- (c) Any activity that may alter, interfere with, or otherwise affect the integrity or effectiveness of, or the access to, the elevation survey monument as discussed in Section 4.6(a) and shown in Exhibit B of this Covenant.

4.3. Restrictions.

(a) There shall be no activities that will disturb soil within the Cap Area (Exhibit B) at a depth of more than 4 ft. bgs, including, without limitation, excavation, grading, movement, or removal of soil, except pursuant to a Soil Management Plan approved by the Department, which includes advance notice to the Department before such activities may begin. Activities (e.g., excavation, grading, removal, trenching, filling, or earth movement) that may disturb the Cap Area at depths greater than 4 feet are not permitted without prior written approval by the Department.

(b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.

4.4. Emergency Activities. The requirement for prior written approval by the Department shall not apply to emergency activities necessary for the maintenance, relocation, repair, replacement or upgrade of utilities at, or that run through, over, or under, the Property. This is provided that, where any emergency activities are performed within the Cap Area at depths stated in section 4.3, the Owner of the Property shall provide written notice of such activities to the Department within fourteen (14) calendar days after completion of such activities.

4.4. Soil Management Plan.

(a) Prior to commencing any activity within the Cap Area at restricted depths, the Owner of the affected Property shall provide to the Department a Soil Management Plan identifying the procedures for handling soil brought to the surface. The Soil Management Plan shall include a provision requiring advance notice to the Department before such soil activities begin.

(b) The Owner shall provide a copy of the Soil Management Plan to any third party performing soil activities prior to the start of work.

(c) Any soil brought to the surface from restricted depths, shall be used, to the extent possible, for backfill at restricted depths in the trench or excavation from which the soil was removed. Any soil brought to the surface that needs to be removed from the Property and disposed-of will

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dsK/gcp

be characterized for disposal by PG&E and disposed of in accordance with all federal, state and local regulations.

4.6. Non-Interference with Cap

(a) Activities at the Property that may disturb any soils at a depth of 4 ft. bgs or greater shall not be permitted without prior written approval by the Department. Soil at depths of less than 4 ft. bgs may be disturbed without prior written approval by the Department, but the Owner shall restore the disturbed area such that restored ground surface elevations are consistent with the elevation of the survey monument located at the backyard (Exhibit B (continued)).

(b) All uses and development of the Property shall preserve the integrity or effectiveness of the top 4 ft. of soil (i.e., the Cap).

4.7. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities as deemed necessary by the Department in order to protect human health or safety, or the environment.

ARTICLE V
ENFORCEMENT

5.1. Enforcement. Failure of the Owner or Occupant to comply with this Covenant is a violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit a record or report, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue administrative, civil or criminal actions, as provided by law.

ARTICLE VI
ANNUAL COMPLIANCE LETTER AND REPORTING REQUIREMENT

6.1. Annual Compliance Letter. The Owner shall complete and send a compliance letter to the Department verifying compliance with this Covenant, including the Restrictions set forth in Article IV. PG&E shall provide the Owner with annual notification of the need for compliance with the Annual Compliance Letter requirement set forth in this paragraph 6.1.

6.2. Form of Annual Compliance Letter. The annual compliance letter shall be in a form substantially similar to the draft letter attached to this Covenant as Exhibit "C". The Owner shall send the Department the annual compliance letter by March 1 of each year and report on activities during the prior calendar year. The annual compliance letter shall be sent to the Department at the address listed in Article 8.4.

6.3. Reporting Requirements. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the Covenant, and demand that the violation cease immediately. Additionally, a copy of any correspondence related to the violation of this Covenant shall be sent to the Department within 10 days of its original transmission. If any activities occurred that were out of

Initials

dst/gcp

compliance with the Restrictions set forth in Article IV of this Covenant, the Owner shall provide a written description of these activities in the Annual Compliance Letter, including the measures that were or will be taken to return to compliance.

ARTICLE VII

VARIANCE, TERMINATION, AND TERM

7.1. Variance. Any person may apply to the Department for a written variance from any of the Environmental Restriction imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code Section 25233.

7.2. Termination, Partial Termination or Modification. Any person may apply to the Department for a termination, partial termination, or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code Section 25224. To the extent future work at the Property eliminates the need for portions of the Property to be designated as a Cap Area (section 2.2) or otherwise more accurately defines such areas, then, the Parties may modify Exhibit B as appropriate and record the revised Exhibit B in the County of San Francisco.

7.3. Term. Unless ended in accordance with paragraph 7.2, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VIII

MISCELLANEOUS

8.1. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

8.2. Department and PG&E References. All references to the Department and PG&E include successor entities.

8.3. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of San Francisco within ten (10) calendar days of the Covenantor's receipt of a fully executed original.

8.4. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) five (5) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested, whichever is sooner:

Initials

dst gcp

To Owner:

Pacific Gas and Electric Company Land Management
P.O. Box 770000, Mail Code N10A
San Francisco, California 94177

Current Owner
154 Alhambra Street
San Francisco, CA 94123

To Department:

Branch Chief
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, CA 94710

Any Party may change its address or the individual to whose attention a Notice is to be sent by giving advance written Notice in compliance with this paragraph.

8.5. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

8.6. Statutory References. All statutory references include successor provisions.

8.7. Incorporation of Exhibits. All exhibits and attachments to this Covenant are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties execute this Covenant as of the last date indicated below.

Covenantor:

By: 

Darrell Klingman
Land & Environmental Management
Pacific Gas and Electric Company

Date: 3/1/2017

NOTARY All attached.
3/1/17

Initials dk JCP

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Contra Costa }

On 03/01/2017 before me, PINAL KALPESH VAIDYA, ^{NOTARY}_(Here insert name and title of the officer) PUBLIC

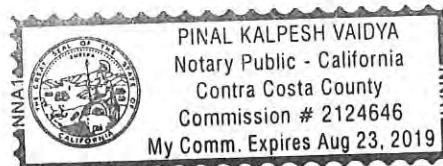
personally appeared DARRELL KLINGEMAN,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s)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

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

WITNESS my hand and official seal.

P. Vaidya
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

COVENANT TO RESTRICT

(Title or description of attached document)

USE OF LAND

(Title or description of attached document continued)

Number of Pages 9 Document Date 3/1/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Department of Toxic Substances Control

By: Julie C. Pettijohn
Julie Pettijohn, Unit Chief

Date: March 6, 2017



Initials dsk / JCP

California Acknowledgment Form

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

State of California

County of ALAMEDA } ss.

On 3/6/17 before me, Frank Piscitelli, Notary Public
(here insert name and title of the officer)
personally appeared JULIET C. PETTIT, JOHN

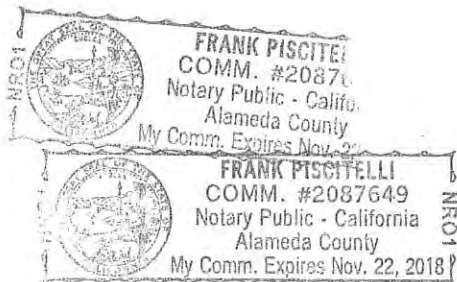
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Seal

WITNESS my hand and official seal.

Signature of Notary



Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: _____ # of Pages: _____

Notes

Exhibit A

DESCRIPTION OF THE PROPERTY

The following described real property, located in the City and County of San Francisco, State of California:

Real property in the City of SAN FRANCISCO, County of SAN FRANCISCO, State of California, described as follows:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ALHAMBRA STREET, DISTANT THEREON 290.324 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF MALLORCA WAY; RUNNING THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF ALHAMBRA STREET 25.036 FEET; THENCE NORTH 36° 05' 44" WEST 149.969 FEET; THENCE NORTH 66° 45' 12" EAST 22.593 FEET; THENCE SOUTH 37° 17' 01" EAST 145.076 FEET TO THE POINT OF THE BEGINNING.

BEING A PORTION OF MARINA GARDENS.

APN: 0463A-012

Initials dsk gcr

Exhibit A (continued)

Assessor's Block Map

463A

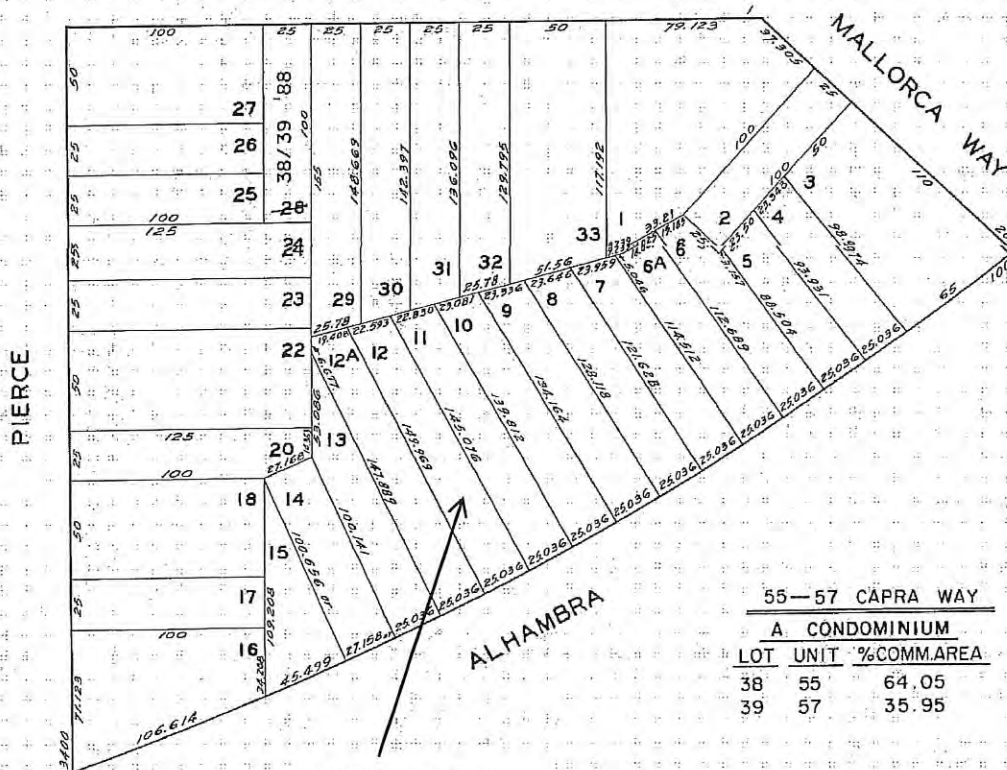
W. A. BLK. 403
MARINA GARDENS
REVISED 1988

LOTS	MERGED
LOT 35 INTO LOT 1	1992
21 " " 22	1998
19 " " 18	1944
34 " " 33	1951

© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995



CAPRA WAY



55-57 CAPRA WAY

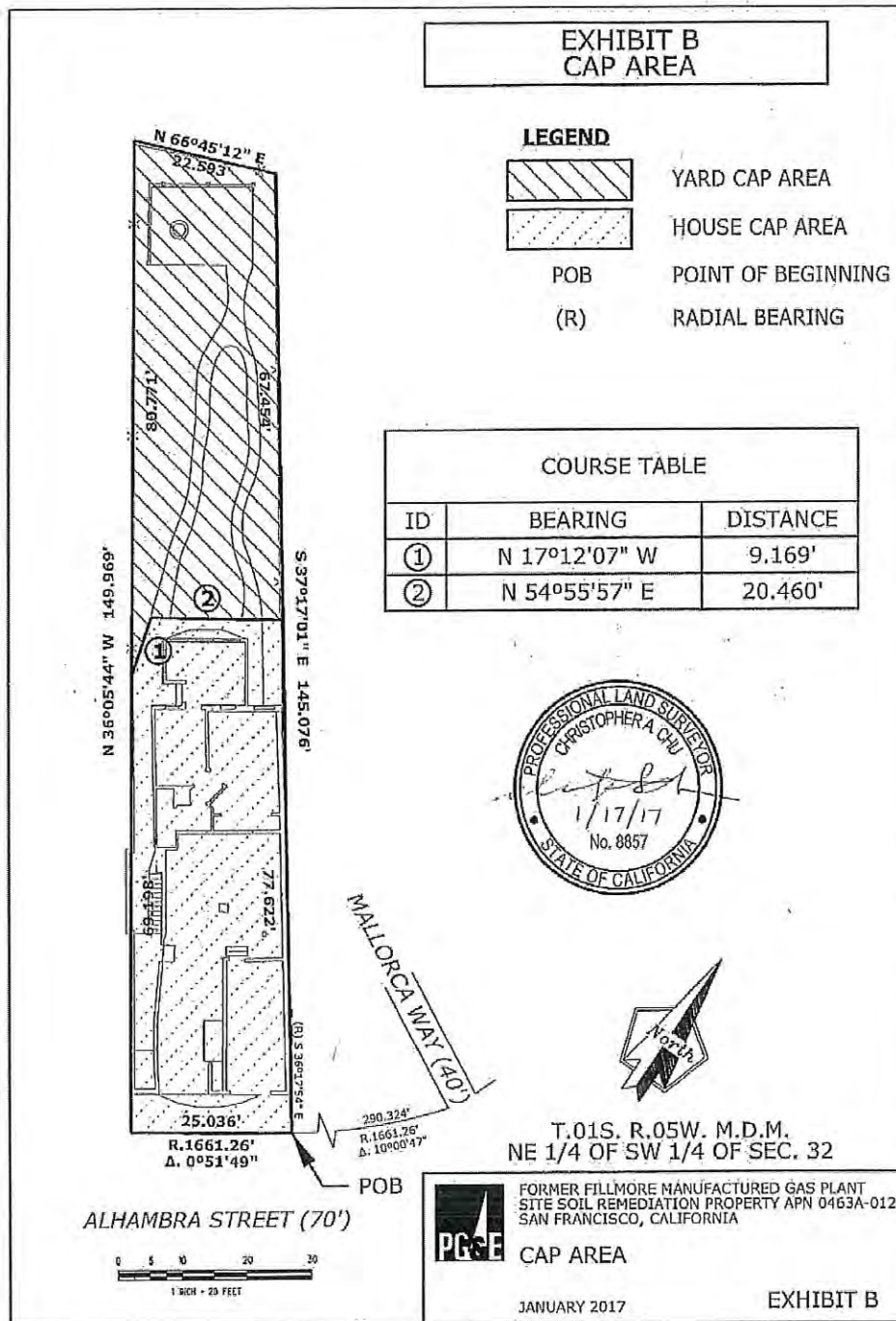
A CONDOMINIUM

LOT	UNIT	%COMM.AREA
38	55	64.05
39	57	35.95

APN 0463A012

Initials *dst* *gcp*

Exhibit B



Initials dsk / gcp

Exhibit B (continued)



FINAL SURVEY MONUMENT:

A 2-1/2" BRASS DISK SET IN CONCRETE, STAMPED "SURVEY MONUMENT", LOCATED IN THE REAR YARD OF 154 ALHAMBRA STREET, SAN FRANCISCO, CA. BEING 1.2 FEET SOUTHERLY AND 6.7 FEET WESTERLY OF THE NORTHEASTERLY FENCE CORNER.

ELEVATION = 7.165' CITY OF SAN FRANCISCO DATUM

REFERENCED BENCHMARKS:

TWO FOUND CITY OF SAN FRANCISCO BENCHMARKS LOCATED AT THE INTERSECTION OF ALHAMBRA STREET AND PIERCE STREET:

1. NE "+ cut conc curb over SW", ELEVATION = 6.643'
2. SW "+ cut S rim MH in walk", ELEVATION 6.699'

NOTE:

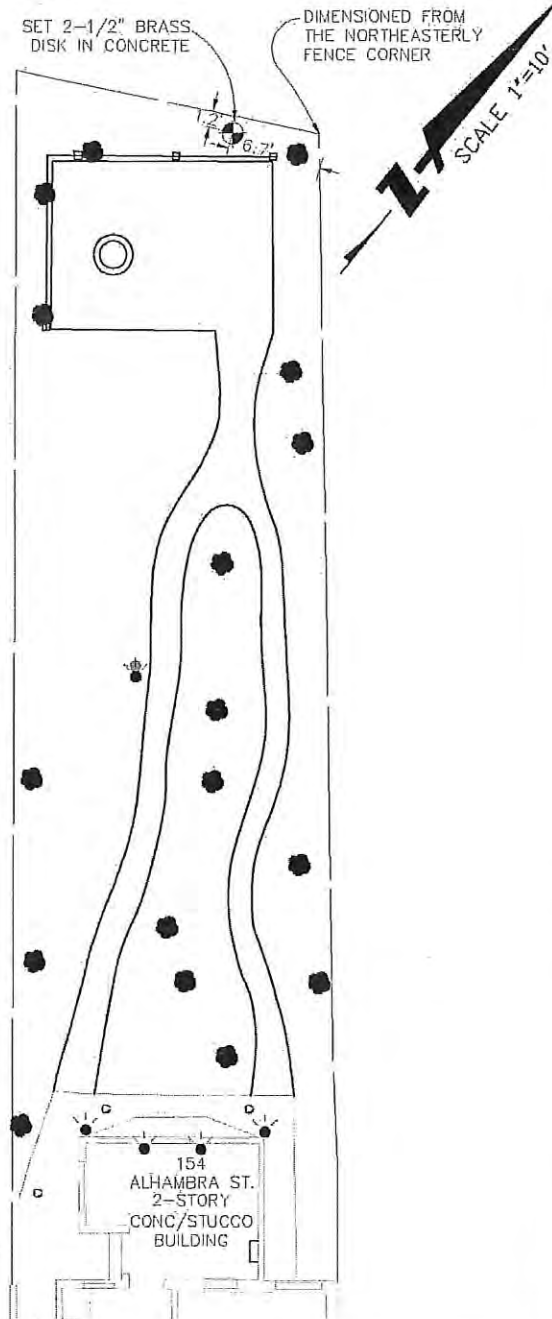
THE SET MONUMENT LOCATION IS BASED UPON TOPOGRAPHIC INFORMATION ONLY AND HAS NO RELATION TO THE PROPERTY LINES.

SURVEYOR'S STATEMENT:

THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECTION ON JANUARY 20, 2015.

Alex M. Calder

ALEX M. CALDER, PLS 8863
DATED: 01/23/2014



PLOTED BY: JAC



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6393 (FAX)

Subject 154 Alhambra Street
Final Survey Monument Exhibit

Job No. 20140090-52

By DES Date 02/05/15 Chkd. AMC
SHEET 1 OF 1

Initials *dk* / *gcp*

Exhibit C—Sample Letter

March 1, _____ (year)

_____, Branch Chief
Brownfields and Environmental Restoration Program
Department of Toxic Substances Control
700 Heinz Avenue
Berkeley, CA 94710

**SUBJECT: ANNUAL COMPLIANCE LETTER — COVENANT TO RESTRICT USE OF
PROPERTY**

[Address], San Francisco, CA

Dear _____:

This letter provides the Department of Toxic Substances Control (Department) with the Annual Compliance Report required by the Covenant To Restrict Use Of Property Environmental Restriction (Deed Restriction) recorded on _____, 2017, with respect to [Address], San Francisco, California (the Property).

Article VI of the Deed Restriction requires that the current Owner of the Property complete an Annual Compliance Letter verifying compliance with Article IV of the Covenant.

The undersigned Owner hereby certifies that, for the year commencing _____, 20____, and ending _____, 20____ (place a check mark in each applicable box):

- ☐ The Property was used for residential purposes.
 - ☐ No activities took place at the Property that disturbed soil in the area of the Cap at a depth of four feet or greater from the ground surface, except pursuant to a Soil Management Plan approved by the Department.
 - ☐ No MGP-contaminated soils were brought to the surface that were not managed according to a Soil Management Plan approved by the Department. (MGP-contaminated soils are present at 4 ft. bgs and deeper in the area of the Cap.)
 - ☐ If activities occurred that disturbed soil areas of the Cap, i.e., soil between the surface and 4 ft. bgs, the ground surface was restored to be consistent with the elevation of the survey monument in the backyard, which is shown in Exhibit B (continued) of the LUC.
- If any of the above statements is not true, additional pages have been attached to describe what happened and the actions taken to bring the Property back into compliance with the LUC.

Sincerely,

Property Owner, [Address], San Francisco, CA

Initials

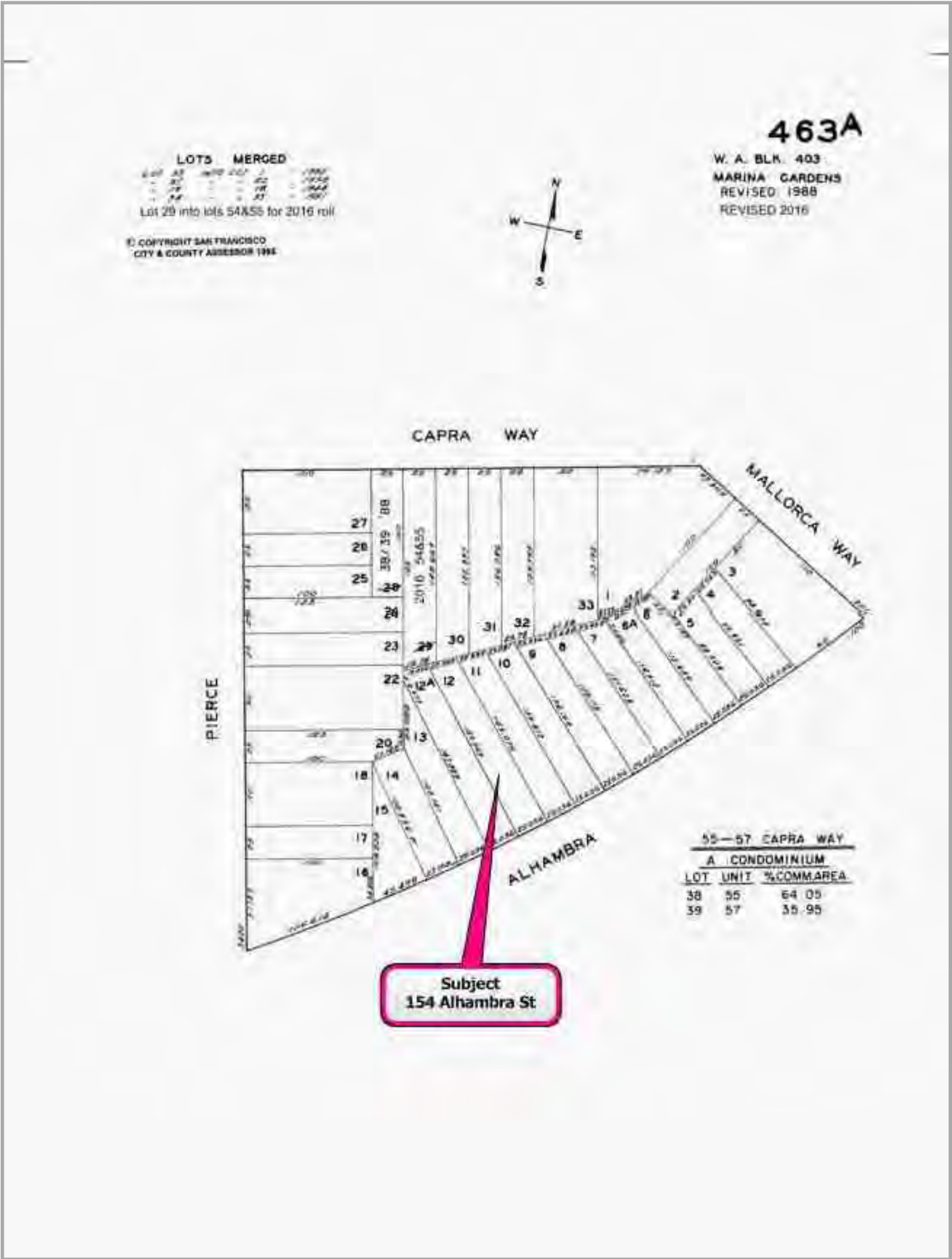
dsk
gcp

Attachment 4

Map of subject property

Plat Map

Borrower	N/A				
Property Address	154 Alhambra St				
City	San Francisco	County	San Francisco	State	CA Zip Code 94123
Lender/Client	Gregory Brun				



**PG&E Gas and Electric
Advice Submittal List
General Order 96-B, Section IV**

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Praxair
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	
	Energy Management Service	
Alta Power Group, LLC	Engineers and Scientists of California	Redwood Coast Energy Authority
Anderson & Poole	Evaluation + Strategy for Social	Regulatory & Cogeneration Service, Inc.
	Innovation	SCD Energy Solutions
Atlas ReFuel	GenOn Energy, Inc.	
BART	Goodin, MacBride, Squeri, Schlotz &	SCE
	Ritchie	SDG&E and SoCalGas
Barkovich & Yap, Inc.	Green Charge Networks	
P.C. CalCom Solar	Green Power Institute	SPURR
California Cotton Ginners & Growers Assn	Hanna & Morton	San Francisco Water Power and Sewer
California Energy Commission	ICF	Seattle City Light
California Public Utilities Commission	International Power Technology	Sempra Utilities
California State Association of Counties	Intestate Gas Services, Inc.	Southern California Edison Company
Calpine	Kelly Group	Southern California Gas Company
	Ken Bohn Consulting	Spark Energy
Cameron-Daniel, P.C.	Keyes & Fox LLP	Sun Light & Power
Casner, Steve	Leviton Manufacturing Co., Inc. Linde	Sunshine Design
Cenergy Power	Los Angeles County Integrated Waste	Tecogen, Inc.
Center for Biological Diversity	Management Task Force	TerraVerde Renewable Partners
City of Palo Alto	Los Angeles Dept of Water & Power	Tiger Natural Gas, Inc.
	MRW & Associates	
City of San Jose	Manatt Phelps Phillips	TransCanada
Clean Power Research	Marin Energy Authority	Troutman Sanders LLP
Coast Economic Consulting	McKenzie & Associates	Utility Cost Management
Commercial Energy		Utility Power Solutions
County of Tehama - Department of Public		Utility Specialists
Works	Modesto Irrigation District	
Crossborder Energy	Morgan Stanley	Verizon
Crown Road Energy, LLC	NLine Energy, Inc.	Water and Energy Consulting Wellhead
Davis Wright Tremaine LLP	NRG Solar	Electric Company
Day Carter Murphy		Western Manufactured Housing
	Office of Ratepayer Advocates	Communities Association (WMA)
Dept of General Services	OnGrid Solar	Yep Energy
Don Pickett & Associates, Inc.	Pacific Gas and Electric Company	
Douglass & Liddell	Peninsula Clean Energy	