

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



Pacific Gas & Electric Company
ELC (Corp ID 39)
Status of Advice Letter 4238G/5810E
As of June 26, 2020

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

Division Assigned: Energy

Date Filed: 04-17-2020

Date to Calendar: 04-22-2020

Authorizing Documents: None

Disposition:	Accepted
Effective Date:	06-24-2020

Resolution Required: No

Resolution Number: None

Commission Meeting Date: None

CPUC Contact Information:

edtariffunit@cpuc.ca.gov

AL Certificate Contact Information:

Annie Ho

415-973-8794

PGETariffs@pge.com

PUBLIC UTILITIES COMMISSION
505 Van Ness Avenue
San Francisco CA 94102-3298



To: Energy Company Filing Advice Letter

From: Energy Division PAL Coordinator

Subject: Your Advice Letter Filing

The Energy Division of the California Public Utilities Commission has processed your recent Advice Letter (AL) filing and is returning an AL status certificate for your records.

The AL status certificate indicates:

- Advice Letter Number
- Name of Filer
- CPUC Corporate ID number of Filer
- Subject of Filing
- Date Filed
- Disposition of Filing (Accepted, Rejected, Withdrawn, etc.)
- Effective Date of Filing
- Other Miscellaneous Information (e.g., Resolution, if applicable, etc.)

The Energy Division has made no changes to your copy of the Advice Letter Filing; please review your Advice Letter Filing with the information contained in the AL status certificate, and update your Advice Letter and tariff records accordingly.

All inquiries to the California Public Utilities Commission on the status of your Advice Letter Filing will be answered by Energy Division staff based on the information contained in the Energy Division's PAL database from which the AL status certificate is generated. If you have any questions on this matter please contact the:

Energy Division's Tariff Unit by e-mail to
edtariffunit@cpuc.ca.gov

April 17, 2020

Advice 4238-G/5810-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 (PSA) between the Company and Alex Tokar and Biana Tokar (Buyer), dated October 2, 2019 and Addendum Number 2,¹ dated November 19, 2019 (Agreement) for a purchase price of \$2,400,000. The original purchase price was \$2,495,000. Citing higher than anticipated costs to renovate the Property, the Buyer requested a \$95,000 reduction in the purchase price, which PG&E agreed to. The Property resides on approximately .0525 acres of improved real property with a residential home located at 180 Alhambra Street in the City of San Francisco. The Agreement is attached as Attachment 1.

PG&E will be retaining an easement along the northwestern 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.

¹ Addendum 1, which addresses Commission approval of the Agreement and tax proration was executed concurrently with the Agreement on November 19, 2019.

The Company acquired the Property in 2015 for the purpose of environmental remediation due to contamination caused by the MGP. PG&E held an easement along the northwestern boundary of the Property for an overhead electric distribution pole line at the time the property was acquired in 2015. 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. A Broker Opinion of Value, prepared by Eric Altree and Shannon Hughes of Compass, with an effective date of August 21, 2019 (BOV), established the fair market value at \$2,650,000. Following a marketing period of 40 days, PG&E entered into the Agreement with the Buyer on October 2, 2019, as amended November 19, 2019 to sell the Property for \$2,400,000.

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.

CPUC Tribal Lands Policy

On December 5, 2019, the Commission adopted the Land Disposition Policy, titled, *Investor-Owned Utility Real Property-Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes* (the Policy). This Policy states that the CPUC to hold stakeholder workshops and adoption of formal implementation guidelines, which will clarify procedures for compliance, but that until implementation guidelines are in place, the Commission directs PG&E to notify of proposed dispositions of real property to those Native American tribes whose ancestral territory the real property lies within, and the tribe or tribes shall have 90 days to respond to the notification as to its interest in the property.

In the instant case, PG&E and Buyer executed the PSA on October 2, 2019. Although the PSA preceded the Policy adoption, in the spirit of the Policy, PG&E has notified

the Amah Mutsun Tribal Band of Mission San Juan Bautista, Costanoan Rumsen Carmel Tribe, Costanoan Rumsen Carmel Tribe, Muwekma Ohlone Indian Tribe of the SF Bay Area, and The Ohlone Indian Tribe, which were identified by the Native American Heritage Commission as being registered to receive notifications of transactions in this area. The notification letters are included as Attachment 4. PG&E is serving this Advice Letter to the tribes that received the notification letters in Attachment 4. 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	Alex Tokar, Biana Tokar
Molly Zimney	178 8 th Avenue
Law Department	San Francisco, CA 94118
P.O. Box 7442	Telephone: (415) 860-8434
San Francisco, CA 94120	Email: alextokar@yahoo.com
Telephone: (415) 973-6840	
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 180 Alhambra Street in the City and County of San Francisco (Assessor's Parcel Number 0463A-015, SBE Number 135-38-048-1). The 0.0525 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 5.

(c) Intended Use of the Property:

The property is zoned RH-3 (Residential-House, Three Family) and a single-family 2,864 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 \$2,400,000. 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 \$3,300,000, as purchased in year 2015.

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. A Broker Opinion of Value, prepared by Eric Altree and Shannon Hughes of Compass, with an effective date of August 21, 2019, established the fair market value at \$2,650,000

(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

*****Due to the COVID-19 pandemic and the shelter at home orders, PG&E is currently unable to receive protests or comments to this advice letter via U.S. mail or fax. Please submit protests or comments to this advice letter to EDTariffUnit@cpuc.ca.gov and PGETariffs@pge.com*****

Anyone wishing to protest this submittal may do so by sending a letter by May 7, 2020, 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 May 17, 2020, 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 (LUC)

Attachment 4 – Letters to Tribes Pursuant to the Tribal Land Policy

Attachment 5 – Map of Subject Property

***** **SERVICE LIST for Advice 4238-G/5810-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*****

Alex and Biana Tokar
178 8th Avenue
San Francisco, CA 94118
Telephone: (415) 860-8434
Facsimile: (415) 474-4478
Email: alextokar@yahoo.com

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

*****Tribes Pursuant to the Tribal Land Policy *****

Amah Mutsun Tribal Band of
Mission San Juan Bautista
Irenne Zwierlein, Chairperson
789 Canada Road
Woodside, CA, 94062
Phone: (650) 851 - 7489
Fax: (650) 332-1526
amahmutsuntribal@gmail.com

Costanoan Rumsen Carmel
Tribe
Tony Cerda, Chairperson
244 E. 1st Street
Pomona, CA, 91766
Phone: (909) 629 - 6081
Fax: (909) 524-8041
rumsen@aol.com

Indian Canyon Mutsun Band of
Costanoan
Ann Marie Sayers, Chairperson
P.O. Box 28
Hollister, CA, 95024
Phone: (831) 637 - 4238
ams@indiancanyon.org

Muwekma Ohlone Indian Tribe
of the SF Bay Area
Monica Arellano,
20885 Redwood Road, Suite 232
Castro Valley, CA, 94546
Phone: (408) 205 - 9714
marellano@muwekma.org

The Ohlone Indian Tribe
Andrew Galvan,
P.O. Box 3388
Fremont, CA, 94539
Phone: (510) 882 - 0527
Fax: (510) 687-9393
chochenyo@AOL.com



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) #: 4238-G/5810-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): Section 851, Agreement

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: 5/17/20

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: N/A

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

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 10/02/2019
 for the Property known as 180 Alhambra St, San Francisco, CA 94123
 between Alex Tokar, Biana Tokar ("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. 1. Escrow shall be held with Chicago Title Company.
2. 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.
3. This counter offer hereby extends the expiration of the purchase offer to 5:00pm on 10/25/2019.

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 10/26/2019 (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 Pacific Gas and Electric Company, a California Seller/Buyer _____ Date 10/25/2019

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 Alex Tokar Seller / Buyer _____ Date 10/26/2019
 —BADCA7C4517B4C8...

☐ (If checked:) Above Modifications accepted by:

☐ Seller ☒ Buyer Biana Shiklman Seller / Buyer _____ Date 10/26/2019
 —6815BDE9DAAB49A...

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. 12/17)

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

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Phone: 4152184047

Fax: (415) 929-0427

180 Alhambra St



ADDENDUM

This Addendum (this "Addendum") is attached to and a part of that certain San Francisco Purchase Agreement dated 10/02/19 (the "Contract") by and between Pacific Gas and Electric Company ("Seller") and Biana Shikhan Alex Toka ("Buyer") relating to the real property known as 180 Alhambra 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 Paragraphs 50 and 51 are hereby added to the Contract:

50. **PRORATIONS AND EXPENSES.** Paragraph 11 of the Contract is amended to add the following:

Notwithstanding the foregoing provisions of Paragraph 11, Buyer expressly acknowledges that Seller, as a regulated public utility, must pay real property taxes and assessments ("Taxes"), as assessed by the California State Board of Equalization ("SBE"), on all real property owned by Seller on January 1 of each year. This means that if Seller owns real property on January 1, Seller is obligated to pay Taxes on such property for the fiscal year commencing the following July 1, even though Seller sells or otherwise transfers such property prior to the commencement of such fiscal year. **Therefore, if COE occurs between January 1 and June 30, Buyer shall deposit into escrow, the full amount necessary to pay Taxes for the period of July 1 through June 30 following COE, in addition to the prorated amount of Taxes for the current tax year (ending June 30).** At COE, Taxes shall be allocated between Seller and Buyer in accordance with the foregoing, with Seller responsible for all Taxes allocable to the period before COE, and Buyer responsible for all Taxes allocable to the period on and after the COE. For proration purposes, Taxes shall be based on the figures provided by Seller for the applicable year, unless COE is scheduled to occur before these figures are available, in which case the proration shall be based on the immediately preceding year's figures. Prorations shall be calculated based on a 365-day year. If COE occurs between January 1 and June 30, Seller shall pay Taxes for the period of July 1 through June 30 following COE (and paid by Buyer through escrow) before such Taxes become delinquent; provided, however, that Seller shall have the right to pay such Taxes in installments as permitted by law. Buyer, at no expense to Seller, shall cooperate with Seller and the SBE to complete any documentation necessary to transfer the assessment process out of SBE jurisdiction and to terminate the assessment of Taxes on the Property by the SBE. The obligations of the parties under this Paragraph 11 shall survive COE.

51. **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 in 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 42 of this Contract shall not apply to termination of this Contract pursuant to this Paragraph 51.

Date: _____, _____

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: 

Print Name: Andrew Williams

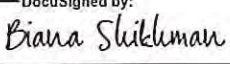
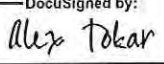
Its: Vice President Shared Services

10/18/2019

Date: _____, _____

BUYER:

By:

<small>DocuSigned by:</small> <u></u> <small>68158DE9DAAB49A...</small>	<small>DocuSigned by:</small> <u></u> <small>BADCA7C4517B4C8...</small>
<u>Biana Shikhman</u>	<u>Alex Tokar</u>

Its: _____



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM

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

No. 2 (11/19/19)

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other **SFAR Purchase Agreement**, dated October 2, 2019, on property known as 180 Alhambra St

San Francisco, CA 94123-2004

in which Alex Tokar, Biana Tokar is referred to as ("Buyer/Tenant")
and Seller of Record is referred to as ("Seller/Landlord").

1) Buyer hereby removes ALL BUYER contingencies.

2) Price to be \$2,400,000.

3) Purchase to be in AS-IS condition.

4) All other terms to remain the same.

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

Date 11/20/2019

DocuSigned by:
Buyer/Tenant Alex Tokar

Buyer/Tenant Biana Shikuman
Biana Tokar

Date 11/21/2019

Seller/Landlord David Harnish
Seller of Record

Seller/Landlord Manager, Surplus Property

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ADDENDUM (ADM PAGE 1 OF 1)



Vanguard Properties, 2501 Mission Street San Francisco CA 94110
Alexander Kolovzansky

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180 Alhambra St



**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

October 2, 2019 (Date Prepared)

Alex Tokar, Biana Tokar ("Buyer")

offers to purchase the real property known as 180 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, Four Hundred Ninety-Five Thousand Dollars (\$2,495,000.00) and upon the following TERMS and CONDITIONS.

1. FINANCIAL TERMS:

- A. \$ 75,000.00 **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. \$ 2,000,000.00 **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 4.000 % 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 Amending 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: _____.
- 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. \$ 420,000.00 **CASH BALANCE** which shall be deposited by Buyer with Escrow Holder prior to Close of Escrow ("COE").
- G. \$ 2,495,000.00 **PURCHASE PRICE, EXCLUDING CLOSING COSTS** (Total of A through F).

2. **ESCROW:** Escrow shall close on ☐ (date) or ☒ (if checked) 35 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 Michael Yip, Old Republic Title ("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 25 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 01866771
is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (dual agent).
- Seller's Agent Eric Altree License Number 00962304
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 Vanguard Properties License Number 01486705
is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (dual agent).
- Buyer's Agent Alexander Kolovyansky License Number 01730963
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.

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(Rev. 04/19)
Buyer's Initials
AT BS
Vanguard Properties, 2501 Mission Street San Francisco CA 94110
Alexander Kolovyansky

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Phone: 415.875.7450

Seller's Initials
AKW
Fax: 415.520.0418



(Contract)
180 Alhambra St

Property: 180 Alhambra St, San Francisco Date: October 2, 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:

<input checked="" type="checkbox"/> All refrigerators	<input checked="" type="checkbox"/> Washers and dryers	<input checked="" type="checkbox"/> Microwave		
<input checked="" type="checkbox"/> All ranges/stoves	<input type="checkbox"/> Wine cooler	<input type="checkbox"/> Freezer		<input type="checkbox"/> 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 10 days after Acceptance, either Party may terminate this Contract.**

Buyer's Initials

Seller's Initials

Property: 180 Alhambra St, San FranciscoDate: October 2, 2019

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

_____/_____. 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.

Buyer's Initials

Seller's Initials

Property: 180 Alhambra St, San Francisco Date: October 2, 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

AT BS

Seller's Initials

AKW

Property: 180 Alhambra St, San Francisco Date: October 2, 2019

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 \$400.00, to be paid by Buyer Agent, 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

AT / BS

Seller's Initials

FKW

Property: 180 Alhambra St, San FranciscoDate: October 2, 2019

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."

Buyer's Initials

Seller's Initials

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.

Buyer's Initials

Seller's Initials

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)

Buyer's Initials

Seller's Initials

Property: 180 Alhambra St, San Francisco Date: October 2, 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. 1) Buyer is aware and agrees to cooperate with PG&E required sales process. 2) Item 50 modified to say offer expires 7 days from receipt by Seller Agent. 3) All provided documents will be returned to Listing Agent within 24 hours of Acceptance. 4) Buyer's Agent to complete AVID within 24 hours of Acceptance.
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 ___ (time) on ___ (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 Alex Tokar Date 10/2/2019 Buyer Biana Shiklman Date 10/2/2019
 Alex Tokar-BADCA7C4517B4C8... Biana Tokar-6815BDE9DAAB49A...

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 [Signature] Date 10/25/2019 Seller _____ Date _____
 Seller of Record

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 Vanguard Properties

By (Broker/Agent for Buyer) Alex Kolonyansky Tel. (415)875-7450 Date 10/2/2019
Alexander Kolonyansky

Seller's Brokerage Firm Compass

By (Broker/Agent for Seller) Eric Altire Shannon Hughes Tel. (415)218-4047 Date 10/24/2019
Eric Altire Shannon Hughes



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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).

DocuSigned by:

10/2/2019

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant

DocuSigned by:

Alex Tokar

Date

10/2/2019

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant

DocuSigned by:

Biana Shikman

Date

10/2/2019

Agent

DocuSigned by:

Vanguard Properties

DRE Lic. # 01486705

By

Alex Kolovyansky

Real Estate Broker (Firm)

DRE Lic. # 01730963

Date

10/2/2019

(Salesperson or Broker-Associate, if any)

Alexander Kolovyansky

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AD REVISED 12/18 (PAGE 1 OF 2)

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

Vanguard Properties, 2501 Mission Street San Francisco CA 94110
Alexander Kolovyansky

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 415.875.7450

Fax: 415.520.0418

180 Alhambra St



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

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

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

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

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

2079.16 Reproduced on Page 1 of this AD form.

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

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

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
 Seller's Agent DO NOT COMPLETE. SAMPLE ONLY 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 DO NOT COMPLETE. SAMPLE ONLY License Number _____
 Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
 Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY 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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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



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AD REVISED 12/18 (PAGE 2 OF 2)

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



CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INSPECTION ADVISORY

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

Property Address **180 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

Alex Tokar
Alex Tokar

Buyer

Biana Shikman
Biana Tokar
6815BDE9DAAB49A...

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BIA REVISED 11/14 (PAGE 1 OF 1)

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





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 (AT) (BS)

Seller's Initials (AK) (h)



Property Address: 180 Alhambra St, San Francisco, CA 94123-2004Date: 10/24/2019

(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.

DocuSigned by:		10/2/2019
Buyer	<u>Alex Tokar</u>	Date
	Alex Tokar 6A0451B4C8...	10/2/2019
Buyer	<u>Biana Shiklman</u>	Date
	Biana Tokar 6815BDE9DAAB49A...	10/25/2019
Seller	<u>Seller of Record</u>	Date
Seller		Date

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MARKET CONDITIONS ADVISORY (MCA PAGE 2 OF 2)

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San Francisco, CA 94123



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01866771

Instructions

Buyers are advised to carefully review all disclosures prior to making an offer. The seller is Pacific Gas and Electric Company and may need up to 5 business days from presentation of Buyer's offer to respond thereto. The seller is regulated by the California Public Utilities Commission ("CPUC"), and Seller has determined that the prior approval of the CPUC will be required for the sale of this property. This is outlined in the Addendum enclosed in the Disclosure Package, and is requested to be included with the purchase agreement.

FINANCING ADVISORY:

The unique history and other circumstances (separately disclosed herein) surrounding the subject property make doubly important Buyer's diligence and thoroughness in promptly identifying lending sources willing to provide financing for its purchase.

For your information and assistance in preparing an offer on this property, the following attached disclosures have been provided. Please take time to review this information prior to writing an offer. Please have each Buyer sign the acknowledgement of receipt and return a signed copy to Listing Agent w/executed purchase agreement. Please email all offers to eric.altree@compass.com and shannon.hughes@compass.com.

Please include the following with your offer:

1. Buyer Letter of Introduction
2. Pre-Approval Letter or Evidence of Available Funds for Cash Offers
3. Agency Relationship Disclosure
4. Current SFAR Purchase Contract (if you do not have this, please email listing agent for a copy)
5. Addendum to Contract included in Disclosure Package
6. Buyer's Inspection Advisory
7. Market Conditions Advisory
8. Disclosure Package Cover Pages: Table of Contents & Receipt of Documents

Buyers are not encouraged to waive inspections. If you choose to waive inspections, please sign the Waiver of Inspections Addendum (if you have already had the property inspected, please state that with your offer).

Please write into the Purchase Agreement that all provided documents will be returned to Listing Agent within 24 hours of Acceptance or sooner.

Please write into the Purchase Agreement under Additional Terms & Conditions: Buyer's Agent to complete AVID within 24 hours of Acceptance.

If you are writing a totally non-contingent offer, please include a Contingency Removal form filled out completely.

Buyer acknowledges and agrees that Compass (Broker), including its Listing Agents, Eric Altree and Shannon Hughes:

- Does not guarantee the condition of the property
- Shall not be responsible for defects that are not known to Broker or are not visually observable in reasonably and normally accessible areas of the property
- Cannot verify information contained in inspection reports, square footage or representations made by others
- Does not guarantee the performance of others who have provided services or products to buyer or seller
- Does not guarantee adequacy or completeness of repairs made by seller or others
- Cannot identify property boundary lines
- Does not decide what price a buyer should pay or a seller should accept
- Buyer agrees to seek desired assistance from qualified professionals

**Compass has not verified any of the information contained in those documents prepared by other persons. Buyers should make independent inquiries to satisfy themselves as to the issues raised in these documents.*

Documents

1.	180 Alhambra Property Statement	2 pages
2.	Floor Plan	1 page
3.	180 Alhambra - MLS Detail	1 page
4.	180 Alhambra - Tax Profile	2 pages
5.	Addendum to Contract	2 pages
6.	Financing Advisory	1 page
7.	180 Alhambra - Agency Disclosures	6 pages
8.	180 Alhambra - As-Is Addendum	2 pages
9.	180 Alhambra - TDS	4 pages
10.	180 Alhambra - LA AVID	3 pages
11.	Addendum to LA AVID	1 page
12.	180 Alhambra - SF Seller Disclosure	6 pages
13.	180 Alhambra - Earthquake Hazards Report	2 pages
14.	180 Alhambra - Square Footage Advisory	1 page
15.	180 Alhambra - 3R	4 pages
16.	180 Alhambra - Prior Energy Cert	2 pages
17.	Tank Inspection	1 page
18.	180 Alhambra - Prelim	20 pages
19.	180 Alhambra- Recorded Underlying Documents	35 pages
20.	GCIS Report	28 pages
21.	Pest Inspection Report	10 pages
22.	180 Alhambra - JCP Report	55 pages
23.	180 Alhambra - SF + CA Statutory Disclosures	54 pages

24.	Combined Hazards Guide	128 pages
25.	SFMGPMarina 180 Alhambra PSA Disclosures Exhibit C	1 page
26.	Initial Site Investigation Work Plan Addendum	6 pages
27.	Work Plan Addendum - DTSC Approval	1 page
28.	2013-0319 - PIR	91 pages
29.	PIR Lab Reports	2603 pages
30.	DTSC Approval	2 pages
31.	2018 Annual LUC Compliance Letter	2 pages
32.	Covenant to Restrict Use of Property LUC	19 pages
33.	DTSC Remedial Action Certification	8 pages
34.	Marina District Program Information Booklet	91 pages
35.	Water Heater Installation Contract - Water Heaters Only, Inc.	5 pages

Signatures

BUYER	DocuSigned by: <i>Biana Shiklman</i> 68158DE9DAAB49A...	10/2/2019	DATE
-------	---	-----------	------

BUYER	DocuSigned by: <i>Alex Tokar</i> BADCA7C4517B4C8...	10/2/2019	DATE
-------	---	-----------	------

AGENT	DocuSigned by: <i>Alex Kolomyansky</i> ECEB2F8D339F440...	10/2/2019	DATE
-------	---	-----------	------

AGENT			DATE
-------	--	--	------


Attachment 2

Remedial Action Certification

REMEDIAL ACTION CERTIFICATION
Property APN 0463A015
PG&E Former Fillmore Manufactured Gas Plant Site
City and County of San Francisco

1. Certification of Remedial Action:

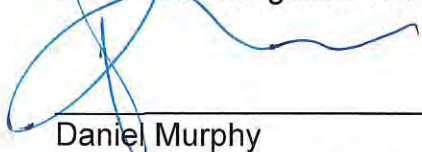
I hereby certify that the following information is true and correct to the best of my knowledge.



Jessica Tibor
Project Manager
DTSC Site Mitigation and Restoration Program

3/1/19

Date



Daniel Murphy
Supervising Hazardous Substances Engineer I
DTSC Site Mitigation and Restoration Program

3/1/19

Date



Julie Pettijohn
Acting Branch Chief
DTSC Site Mitigation and Restoration Program

3/1/19

Date

2. Certification Statement: Based upon the information which is currently and actually known to 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.

X DTSC has determined that all appropriate removal/remedial actions have been completed and that all acceptable engineering practices were implemented: however, the site requires a land use covenant. The site will

be placed on DTSC's list of sites that have land use covenants to ensure proper monitoring of site activities and land use.

3. Site Name and Location: (Street address, County, and City)

Former Fillmore Manufactured Gas Plant Site
Property located at 180 Alhambra Street, San Francisco, San Francisco County, California

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

B. Address of site if different from above: NA

C. Assessor's Parcel Numbers: 0463A015

4. Responsible Parties: Pacific Gas and Electric Company (PG&E)

Relationship to Site: Former operator

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 2,286 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:**

Has the Site been identified in the EnviroStor database as an active DTSC site?

Yes X No

RCRA-Permitted Facility	<u> </u>	Bond-funded	<u> </u>
RCRA Facility Closure	<u> </u>	RP-Funded	<u> X </u>
NPL	<u> </u>	Federal Facility	<u> </u>
Other (i.e. walk-in)	<u> </u>	Explain Briefly:	

7. **Size of the Site:**

Small X Medium Large Extra-Large

8. **Dates of Remedial Action:**

a. Initiated: NA b. Completed: NA

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

 X Remedial Action (satisfactory abatement of site)
Final Removal Action
 RCRA enforcement/closure action
 No action, further investigation verified that no clean-up action at the site was need.

A. Type of Remedial or Removal Action: (e.g. excavation and disposal, on-site treatment, etc.)

- Land Use Covenant (DOC-2019-K728939-00) recorded on February 6, 2019

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

☐ treated amount:
☒ untreated (capped sites) amount:
☐ removed amount:

10. Cleanup Levels/Standards:

- a. What were the cleanup standards established by DTSC pursuant to the Final Remedial Action Plan (RAP)?

Soil cleanup goals: For the upper 4 feet- 0.9 milligrams per kilogram (mg/kg) for PAH's as benzo(a)pyrene equivalents (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 ☒ no ☐
c. If "no", why not:

11. DTSC Involvement in the Removal Action:

A. Did DTSC order the Removal Action?

Yes ☐ No ☒ Date of Voluntary Cleanup Agreement: May 27, 2010

B. Did DTSC review and approve the following plans/procedures? (indicate date of review/approval, if done):

Sampling and Analysis Procedures	Date: 1/25/2013
Remedial Action Plan	Date: 5/15/2012
Property Investigation Report	Date: 9/18/2013

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

Yes ☒ No

Remedial Action Plan Date: 5/15/2012

Design and Construction Specifications Date: NA

Post-Remediation Date: NA

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

Yes X No Michael Rose, P.G. No. 8906 (Expiration: 8/31/2014)

E. Did DTSC confirm completion of all Remedial Actions?

Yes X No Date: Land Use Covenant (DOC-2019-K728939-00)
recorded on February 6, 2019

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

Yes No X

G. Was there a community relations plan in place?

Yes X No Public Participation Plan (December 2010)
PG&E maintains a Community Resource Office at 1593
North Point Street, San Francisco (415) 973-0270

H. Was a removal/remedial action plan developed for this site?

Yes X No

I. Did DTSC hold public meetings regarding the draft RAP?

Yes X No This Property is located within the area of the former
PG&E former Fillmore MGP and was investigated under
the RAP for the larger Site. The public comment period
for the RAP was held from March 15 through April 16,
2012 and a community meeting was held on April 2,
2012 to present the RAP and answer any questions or
concerns.

J. Were public comments addressed?

Yes ☒ No ☐

A Responsiveness Summary (dated May 3, 2012) is included as Appendix D of the approved RAP.

K. Are all of the facts cited above adequately documented in the DTSC files?

Yes ☒ No ☐

If no, identify areas where documentation is lacking: None.

12. EPA Involvement in the Remedial Action;

A. Was EPA involved in the site cleanup?

Yes ☐ No ☒

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

Yes ☐ No ☐

C. EPA comments

EPA staff involved in cleanup: (name, title, address, and phone number)

NA

13. Other Regulatory Agency Involvement in the Cleanup Action: NA

Agency:

Activity:

☐ RWQCB

☐ CHP

☐ Caltrans

☐ Other

14. Post Closure Activity:

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

Yes ☒ No ☐

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 DTSC?

Yes, Land Use Covenant has been recorded.

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

Duration is ongoing as per the requirements of the Land Use Covenant for annual inspections.

D. Are deed restrictions proposed or in place?

Yes ☒ No ☐

If "yes", have deed restrictions been recorded with the County recorder?

Yes ☒ No ☐

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

Who is the Program contact? Jessica Tibor (510) 540-3835

E. Has cost recovery been initiated?

Yes ☒ No ☐

PG&E is the responsible party for the investigation and cleanup of the former Fillmore MGP. DTSC has regularly invoiced PG&E to recover oversight costs as they are accrued.

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

Yes ☐ No ☐ NA ☒ If "yes", the name and address of the agency:

15. **Problems Encountered Which Caused Major Delays:** None
16. **Accomplishments unique to this Project:** N/A
17. **Final Use of Site:** Residential

Attachment 3

Land Use Covenant (LUC)

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, Suite 200
Berkeley, California 94710
Attention: Branch Chief
Site Mitigation and Restoration Program



San Francisco Assessor-Recorder
Carmen Chu, Assessor-Recorder
DOC- 2019-K728939-00

Check Number 0604
Wednesday, FEB 06, 2019 08:31:11
Ttl Pd \$143.00 Rcpt # 0005950003
OYY/YY/1-19

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2301-05-10002

LAND COVENANT

**LAND USE COVENANT AND AGREEMENT TO RESTRICT USE OF PROPERTY
ENVIRONMENTAL RESTRICTIONS**

**Re: APN: 0463A--015
180 Alhambra Street
City of San Francisco
County of San Francisco
DTSC Site Code 201873**

This Land Use Covenant and Agreement ("Covenant") is made by and among Pacific Gas and Electric Company (the "Covenantor"), the current owner of property situated in the City and County of San Francisco, State of California, described in 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

Initials 

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 sections 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.

ARTICLE I

STATEMENT OF FACTS

1.1. The Property comprises approximately 2,286 square feet, is located at 180 Alhambra Street, City and County of San Francisco, State of California, and is generally described as San Francisco County Assessor's Parcel No. 0463A-015. The Property, more particularly described in the attached Exhibit A "Description of 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 area that was used as a Manufactured Gas Plant (MGP) also known as the "Fillmore MGP." PG&E purchased the Fillmore MGP in 1905 and maintained it in "standby status" 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 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.

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. Pursuant to the approved RAP, PG&E submitted to the Department a Property Investigation Report (PIR) for the Property which was approved by the Department on September 18, 2013. The PIR recommended an institutional control stipulating DTSC approval for future excavations at depths greater than four (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 PIR indicates that polycyclic aromatic hydrocarbons (PAHs), a hazardous substance and component of MGP residue, remain in soil deeper than 4 ft. bgs at the Property above the unrestricted use clean up goal. Subsurface soils at the Property contain PAHs, reported as benzo(a)pyrene equivalents, up to 433.66 milligrams per kilogram (mg/Kg), which is above the unrestricted use clean up goal of 0.9 mg/Kg for benzo(a)pyrene equivalent of PAHs. The PIR

Initials 

indicated that soil vapor was not above the unrestricted use clean up goal and warranted no further action.

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

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" refers to the area of the Property designated in Exhibit B which includes the Yard and House Capped Area and areas within the upper 4 feet of soil bgs referred to as the Cap (Section 1.5).

2.2 Capped Area. "Capped Area" means the soil below 4 feet bgs on the Property designated in Exhibit B as the Yard and House Capped Area.

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.

Initials PA / JH

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.

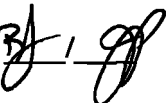
3.2. Binding upon Owner/Occupants. This Covenant binds all Owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the Owners, and the Owners' heirs, successors and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property 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) 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), the 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 PG&E, 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



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) 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 4.5(a), below, and shown in Exhibit B-1 of this Covenant.

4.3. Restrictions. Activities at the Property are subject to the following requirements in addition to any other applicable Environmental Restrictions:

- a) There shall be no activities that will disturb soil beneath the Cap (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 at depths greater than 4 feet are not permitted without prior written approval by the Department.
- (b) Any contaminated soil 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. Soil Management Plan.

- (a) Prior to commencing any activity beneath the Cap 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 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 be characterized for disposal by PG&E and disposed of in accordance with all federal, state and local regulations.

4.5. Non-Interference with Cap.

- (a) There shall be no activities that will disturb soil beneath the Cap at a depth of more than 4 ft. bgs 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-1).
- (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).

Initials

RJ *JP*

4.6. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, remediation 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.

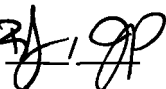
6.3. Reporting Requirements. If the Owner identifies any violations of this Covenant during the annual inspection or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of the 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 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 from Environmental Restrictions. Any person may apply to the Department for a written variance from any of the Environmental Restrictions imposed by this Covenant. Such application shall be made in accordance with Health and Safety Code Section 25233.

7.2. Removal of Environmental Restrictions. Any person may apply to the Department to remove any of the Environmental Restrictions imposed by this Covenant as they apply to all or

Initials



any portion of the Property or terminate the Covenant in its entirety. 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 a portion of the Property to be designated as the Cap (Section 2.1) or otherwise more accurately defines such area, then, the Covenantor and the Department, in its discretion, 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:

To Owner:

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

Pacific Gas and Electric Company
3401 Crow Canyon Road
San Ramon, California 94583
Attn: Director, Environmental Remediation

Current Owner
180 Alhambra Street
San Francisco, CA 94123

Initials



To Department:

Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94710

Any Party may change its address or the individual to whose attention a Notice is to be sent by giving 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.

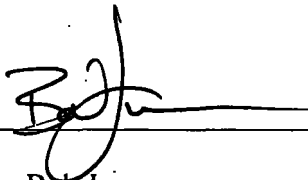
8.6. Statutory References. All statutory references include successor provisions.

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: _____



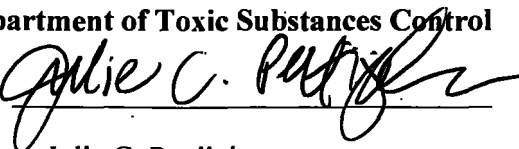
Bob Jones
Manager, Land Rights
Pacific Gas and Electric Company

Date: _____

1.7.19

Department of Toxic Substances Control

By: _____



Julie C. Pettijohn
Unit Chief
Site Mitigation and Restoration Program

Date: _____

1/15/19

Initials _____



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 San Joaquin

On January 7, 2019, before me, Jacob Christian Andresen Notary Public,
personally appeared Bob Jones

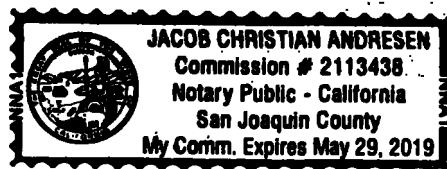
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ (s) are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity~~(ies)~~, and that by ~~his~~ her/their signature~~(s)~~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

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

WITNESS my hand and official seal.



Signature of Notary Public



(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves,
☐ Corporate Officer(s) of the above named corporation(s)
☐ Trustee(s) of the above named Trust(s)
☐ Partner(s) of the above named Partnership(s)
☐ Attorney(s)-in-Fact of the above named Principal(s)
☒ Other Manager - Land Rights - PG+E

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

On 1/15/2019

Date

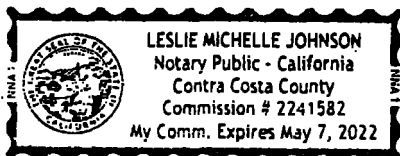
before me, Leslie Johnson - Notary

Here Insert Name and Title of the Officer

personally appeared Juliet Pettiphon

Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

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 THE INTERSECTION OF THE EASTERLY BOUNDARY LINE OF BUCHANAN STREET WITH THE NORTHERLY BOUNDARY LINE OF BAY STREET AND RUNNING THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY LINE OF BAY STREET

(a) 125 FEET

TO THE SOUTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY TO STANDARD OIL COMPANY OF CALIFORNIA DATED OCTOBER 9, 1967 AND RECORDED IN BOOK B188 OF OFFICIAL RECORDS AT PAGE 367, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING THE NORTHERLY BOUNDARY LINE OF BAY STREET AND RUNNING AT A RIGHT ANGLE NORTHERLY, ALONG THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED OCTOBER 9, 1967

(1) 100 FEET 4 INCHES

TO THE NORTHEAST CORNER OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED OCTOBER 9, 1967; THENCE LEAVING THE EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED OCTOBER 9, 1967 AND RUNNING AT A RIGHT ANGLE WESTERLY ALONG THE NORTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED OCTOBER 9, 1967

(2) 75 FEET 1 INCH

TO THE SOUTHEASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY TO D.W. MACDONOUGH AND MARGARET B. MACDONOUGH DATED MARCH 6, 1959 AND RECORDED IN BOOK 7509 OF OFFICIAL RECORDS AT PAGE 15, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE LEAVING THE NORTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED OCTOBER 9, 1967 AND RUNNING ALONG THE GENERAL EASTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED MARCH 6, 1959 THE FOLLOWING TWO COURSES:

(3) AT A RIGHT ANGLE NORTHERLY 104 FEET 9 INCHES

(4) AT A RIGHT ANGLE EASTERLY 68 FEET 1 INCH

TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY TO CITY AND COUNTY OF SAN FRANCISCO DATED DECEMBER 14, 1982 AND RECORDED IN BOOK D483 OF OFFICIAL RECORDS AT PAGE 155, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE EASTERLY ALONG THE GENERAL SOUTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED DECEMBER 14, 1982

(5) 32 FEET 8 1/4 INCHES

TO THE GENERAL WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM PACIFIC GAS AND ELECTRIC COMPANY TO LUCKY STORES, INC. DATED SEPTEMBER 18, 1967 AND RECORDED IN BOOK B186 OF OFFICIAL RECORDS AT PAGE 408, RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO; THENCE LEAVING THE

Initials

3A / JP

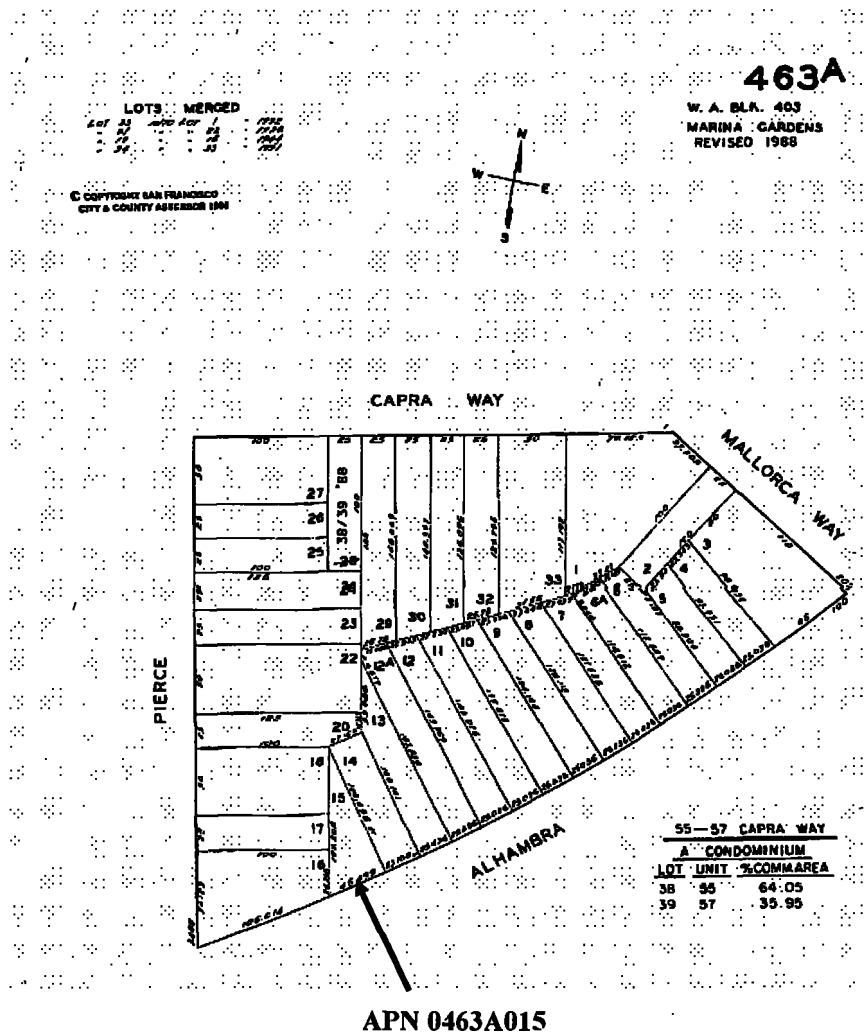
GENERAL SOUTHERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED DECEMBER 14, 1982 AND RUNNING SOUTHERLY ALONG THE GENERAL WESTERLY BOUNDARY LINE OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED SEPTEMBER 18, 1967

(6) 202 FEET 5 1/2 INCHES

2 TO THE SOUTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN SAID DEED DATED SEPTEMBER 18, 1967, SAID SOUTHWEST CORNER BEING A POINT IN THE NORTHERLY BOUNDARY LINE OF BAY STREET; THENCE RUNNING AT A RIGHT ANGLE WESTERLY ALONG THE NORTHERLY BOUNDARY LINE OF BAY STREET

(7) 25 FEET 7 INCHES, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

APN: 0463A--015; SBE 135-38-001D, Parcel 1

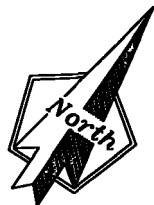
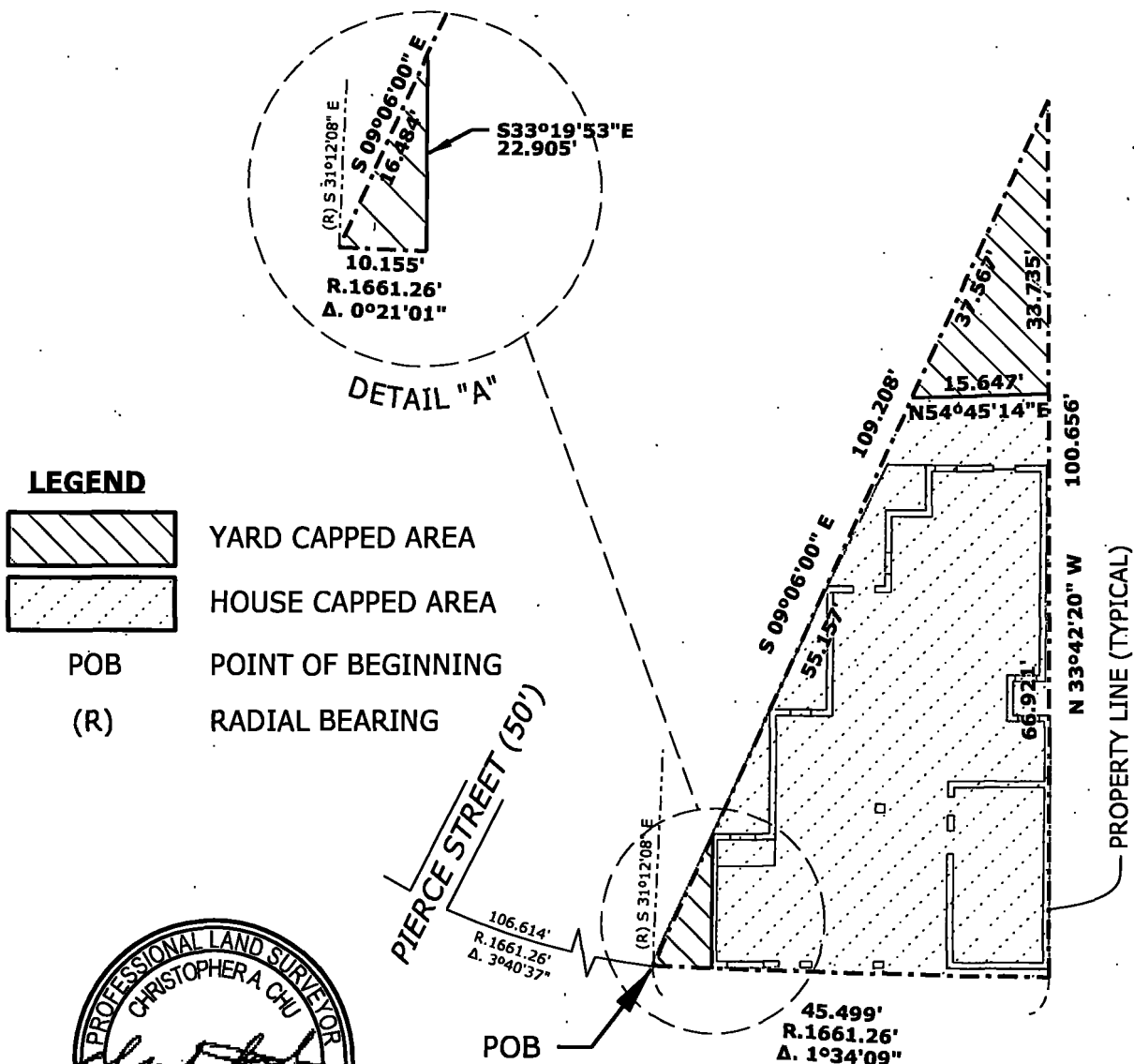


Initials *31/77*

Exhibit B

Initials *AB* / *AC*

EXHIBIT B CAPPED AREA



T.01S. R.05W. M.D.M.
NE 1/4 OF SW 1/4 OF SEC. 32


FORMER FILLMORE MANUFACTURED GAS PLANT
SITE SOIL REMEDIATION PROPERTY APN 0463A-015
SAN FRANCISCO, CALIFORNIA

CAPPED AREA

OCTOBER 2018

EXHIBIT B

Exhibit B-1

Initials 

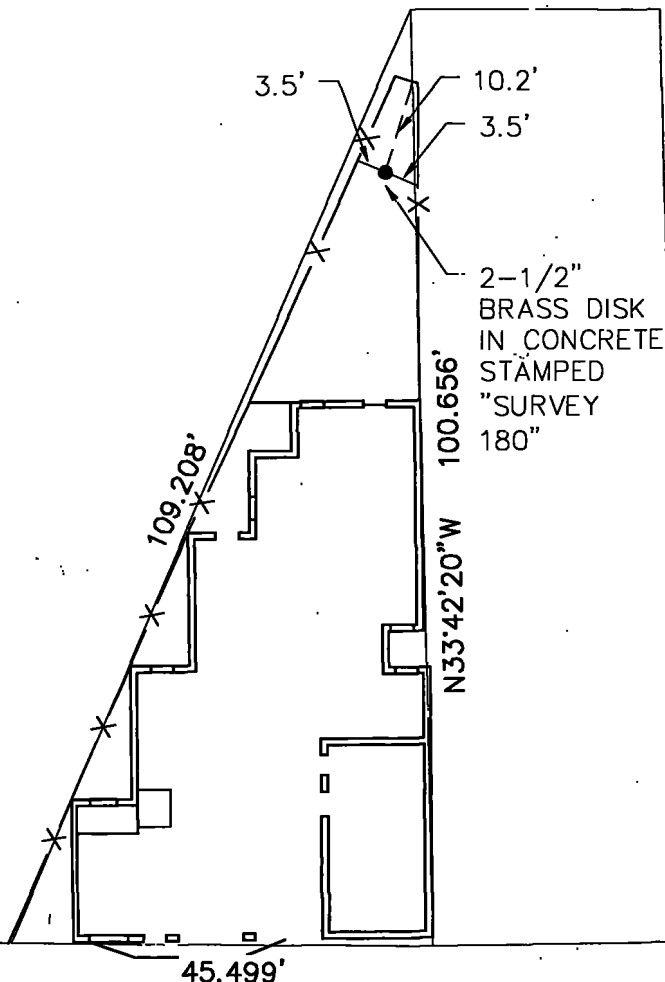
SURVEYOR'S STATEMENT:
THIS SURVEY WAS PERFORMED BY ME OR UNDER
MY DIRECTION ON MARCH 29, 2016.

Scott L. Blake

SCOTT BLAKE, PLS 8489
DATED: 12/13/2018

EXHIBIT B-1: BENCHMARK

PIERCE STREET



FINAL SURVEY MONUMENT:

A 2-1/2" BRASS DISK SET IN CONCRETE, STAMPED
"SURVEY 180", LOCATED IN THE REAR YARD OF 180
ALHAMBRA STREET, SAN FRANCISCO, CA. BEING 10.2
FEET SOUTHERLY OF THE REAR FENCE LINE AND
CENTERED, 3.5 FEET FROM THE SIDE FENCE LINES.
SET 0.4' DOWN
ELEVATION = 5.595' CITY OF SAN FRANCISCO DATUM

NOTE:

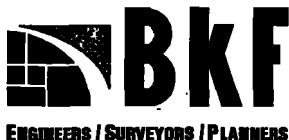
1. THE SET MONUMENT LOCATION IS BASED UPON
TOPOGRAPHIC INFORMATION ONLY AND HAS NO
RELATION TO THE PROPERTY LINES.
2. NO BEARINGS AND DISTANCES WAS PERFORMED.
BEARING AND DISTANCES SHOWN ARE LABELED ON
COUNTY TAX ASSESSORS GIS DATA.

ALHAMBRA STREET

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'



255 SHORELINE DR
SUITE 200
REDWOOD CITY, CA 94065
650-482-6300
650-482-6399 (FAX)

Subject 180 Alhambra Street
Final Survey Monument Exhibit

Job No. 20140090

By DES Date 12/13/18 Chkd SLB

SHEET 1 OF 1

Exhibit C -Annual Inspection Letter

March 1, ____ (year)

_____, Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94710

**SUBJECT: ANNUAL COMPLIANCE LETTER — LAND USE COVENANT AND
AGREEMENT TO RESTRICT USE OF PROPERTY APN 0463A015**

180 Alhambra Street, San Francisco, CA

Dear _____:

This letter provides the Department of Toxic Substances Control (Department) with the Annual Compliance Report required by the Land Use Covenant And Agreement To Restrict Use Of Property, Environmental Restrictions (Deed Restriction) recorded on ____, 2018, with respect to 180 Alhambra Street, 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____:

Check to certify compliance:

- ☐ The Property was used for residential purposes.
- ☐ No activities took place at the Property that disturbed soil beneath 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 beneath the Cap at 4 ft. bgs and deeper from the ground surface).

Initials 

- ☐ 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-1 of the Deed Restriction.

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 Deed Restriction.

Property Owner Signature and Certification

I, the undersigned, certify that (1) I am authorized to sign this certification, (2) I understand the Covenant restrictions and requirements, and (3) This annual certificate is true and correct.

Property Owner Printed Name

Property Owner Signature, 180 Alhambra Street, San Francisco, CA 94123

Initials

3/19/08

Attach to LD: 2301-05-10002

Area, Region or Location: 1

Land Service Office: San Francisco

Line of Business: Environmental Remediation (38)

Business Doc Type: Agreements

MTRSQ: 23.01.05.32.31,

FERC License Number:

PG&E Drawing Number:

Plat No.:

LD of Affected Documents:

LD of Cross Referenced Documents:

Type of interest: Agreements (56), Covenant, Agreement (87), Gas and Pipeline Easements (5),
Environmental Agreement (64), Environmental Remediation (38) Gas Transmission (52)

Gas Distribution (53)

SBE Parcel:

% Being Quitclaimed:

Order or PM: 8099119

JCN:

County: San Francisco

Utility Notice Number:

851 Approval Application No: ;Decision:

Prepared By: mav3

Checked By: MEZ3

Approved By:

Revised by:

Attachment 4

Letters to Tribes Pursuant to the Tribal Land Policy



**Pacific Gas and
Electric Company**

Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177-1490

April 3, 2020

**VIA EMAIL AND USPS
CERTIFIED MAIL**

Amah Mutsun Tribal Band of Mission San Juan Bautista
Irene Zwierlein, Chairperson
789 Canada Road
Woodside, CA 94062
amahmutsuntribal@gmail.com

**Re: Notice of Real Property Sale
180 Alhambra, San Francisco**

Dear Tribal Leader,

We are writing to notify you about a real property that PG&E is selling, located at 180 Alhambra Street, San Francisco, CA. The property location is shown on the attached information sheet. According to a record search of California Native American Heritage Commission's Sacred Lands File, this property is in the area of Amah Mutsun Tribal Band of Mission San Juan Bautista's ancestral territory.

We are providing this notification in recognition of a new California Public Utilities Commission Land Disposition Policy adopted December 5, 2019, *Investor-Owned Utility Real Property-Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes* (the Policy). This Policy directs the Commission to hold stakeholder workshops and adoption of formal implementation guidelines, which will clarify procedures for compliance. Until implementation guidelines are in place, the Commission directs the PG&E to notify of proposed dispositions of real property to those Native American tribes whose ancestral territory the real property lies within, and the tribe or tribes shall have 90 days to respond to the notification as to its interest in the property.

In this case, the property PG&E is proposing to sell was under contract for sale to a third-party buyer on October 26, 2019. Although the contract preceded the Policy implementation, PG&E is notifying you of the proposed disposition in the spirit of the Policy as a representative of Amah Mutsun Tribal Band of Mission San Juan Bautista, which has registered with the Native American Heritage Commission as having an interest in property in this region. PG&E will be submitting an Advice Letter to the California Public Utilities Commission (CPUC) Energy Division for this sale shortly after the date of this notice. PG&E appreciates any information you have regarding cultural resources from tribe on the property, or comments on the sale. The CPUC Advice Letter is a public filing which is open to public comment.

PG&E will notify you of any future dispositions of PG&E property in Amah Mutsun Tribal Band of Mission San Juan Bautista's ancestral territory, per the Native American Heritage Commission, before publicly marketing the property, per the Policy.

Sincerely,

Reno Franklin

Tribal Liaison
Pacific Gas and Electric Company
Enclosure



Property for Sale

180 Alhambra Street, San Francisco

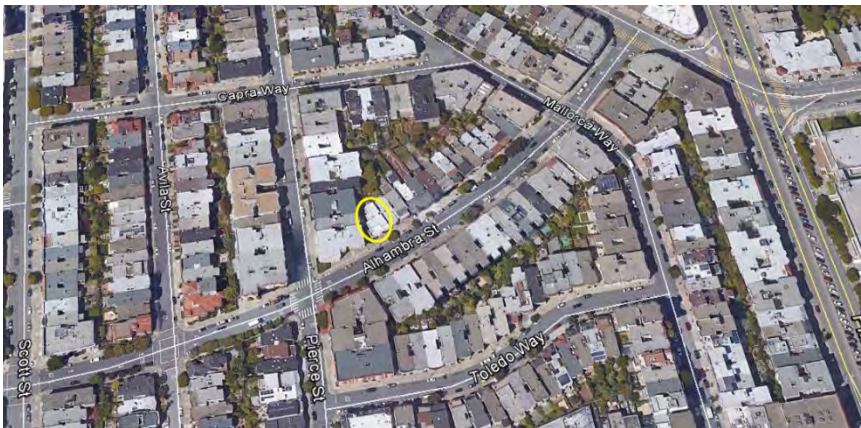


Image Source: Google Maps

Property Details

±2,600 sq ft irregular parcel with a house.

Location: Marina district
San Francisco county

Zoning: RH3 Residential, Three Family

General Plan designation:

APN: 0463A-015

Description: House in residential area.

Environmental: Remediation complete.

PG&E Facilities:

Other Notes:

Floor plan: 4896 sq ft: 2776 sq ft living space and 2120 sq ft non-living space



Contact PG&E at landsales@pge.com

April 3, 2020

The above information, while not guaranteed, has been secured from sources we believe to be reliable. It may be subject to error, change, or withdrawal. Interested parties should contact PG&E to verify details about the property.



**Pacific Gas and
Electric Company**

Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177-1490

April 3, 2020

**VIA EMAIL AND USPS
CERTIFIED MAIL**

Costanoan Rumsen Carmel Tribe
Tony Cerda, Chairperson
244 E. 1st Street
Pomona, CA, 91766
rumsen@aol.com

**Re: Notice of Real Property Sale
180 Alhambra, San Francisco**

Dear Tribal Leader,

We are writing to notify you about a real property that PG&E is selling, located at 180 Alhambra Street, San Francisco, CA. The property location is shown on the attached information sheet. According to a record search of California Native American Heritage Commission's Sacred Lands File, this property is in the area of Costanoan Rumsen Carmel Tribe's ancestral territory.

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In this case, the property PG&E is proposing to sell was under contract for sale to a third-party buyer on October 26, 2019. Although the contract preceded the Policy implementation, PG&E is notifying you of the proposed disposition in the spirit of the Policy as a representative of Costanoan Rumsen Carmel Tribe, which has registered with the Native American Heritage Commission as having an interest in property in this region. PG&E will be submitting an Advice Letter to the California Public Utilities Commission (CPUC) Energy Division for this sale shortly after the date of this notice. PG&E appreciates any information you have regarding cultural resources from tribe on the property, or comments on the sale. The CPUC Advice Letter is a public filing which is open to public comment.

PG&E will notify you of any future dispositions of PG&E property in Costanoan Rumsen Carmel Tribe's ancestral territory, per the Native American Heritage Commission, before publicly marketing the property, per the Policy.

Sincerely,

Reno Franklin

Tribal Liaison
Pacific Gas and Electric Company
Enclosure



Property for Sale

180 Alhambra Street, San Francisco

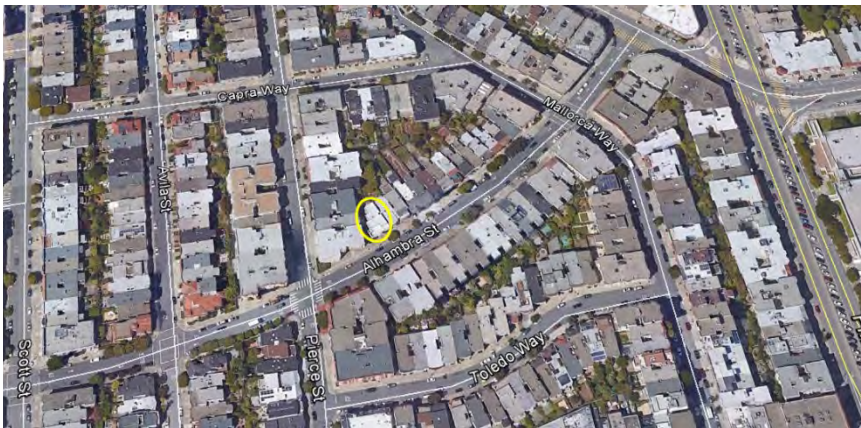


Image Source: Google Maps

Property Details

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San Francisco county

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APN: 0463A-015

Description: House in residential area.

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PG&E Facilities:

Other Notes:

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April 3, 2020

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**Pacific Gas and
Electric Company**

Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177-1490

April 3, 2020

**VIA EMAIL AND USPS
CERTIFIED MAIL**

Costanoan Rumsen Carmel Tribe
Tony Cerda, Chairperson
244 E. 1st Street
Pomona, CA, 91766
rumsen@aol.com

**Re: Notice of Real Property Sale
180 Alhambra, San Francisco**

Dear Tribal Leader,

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We are providing this notification in recognition of a new California Public Utilities Commission Land Disposition Policy adopted December 5, 2019, *Investor-Owned Utility Real Property-Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes* (the Policy). This Policy directs the Commission to hold stakeholder workshops and adoption of formal implementation guidelines, which will clarify procedures for compliance. Until implementation guidelines are in place, the Commission directs the PG&E to notify of proposed dispositions of real property to those Native American tribes whose ancestral territory the real property lies within, and the tribe or tribes shall have 90 days to respond to the notification as to its interest in the property.

In this case, the property PG&E is proposing to sell was under contract for sale to a third-party buyer on October 26, 2019. Although the contract preceded the Policy implementation, PG&E is notifying you of the proposed disposition in the spirit of the Policy as a representative of Costanoan Rumsen Carmel Tribe, which has registered with the Native American Heritage Commission as having an interest in property in this region. PG&E will be submitting an Advice Letter to the California Public Utilities Commission (CPUC) Energy Division for this sale shortly after the date of this notice. PG&E appreciates any information you have regarding cultural resources from tribe on the property, or comments on the sale. The CPUC Advice Letter is a public filing which is open to public comment.

PG&E will notify you of any future dispositions of PG&E property in Costanoan Rumsen Carmel Tribe's ancestral territory, per the Native American Heritage Commission, before publicly marketing the property, per the Policy.

Sincerely,

Reno Franklin

Tribal Liaison
Pacific Gas and Electric Company
Enclosure



Property for Sale

180 Alhambra Street, San Francisco

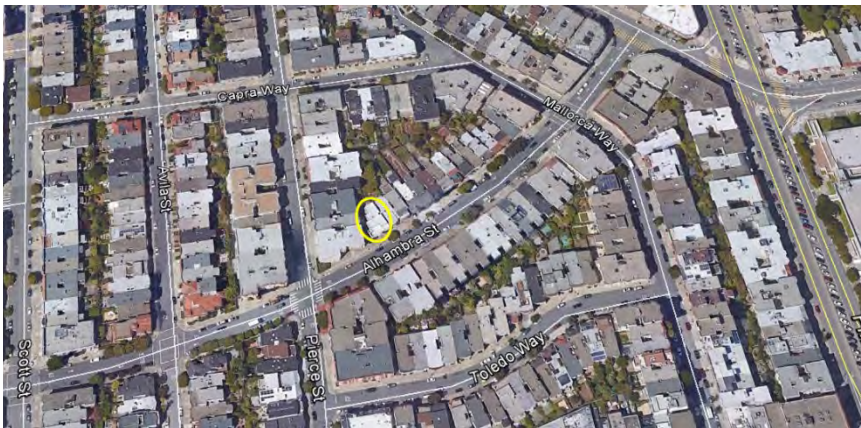


Image Source: Google Maps

Property Details

±2,600 sq ft irregular parcel with a house.

Location: Marina district
San Francisco county

Zoning: RH3 Residential, Three Family

General Plan designation:

APN: 0463A-015

Description: House in residential area.

Environmental: Remediation complete.

PG&E Facilities:

Other Notes:

Floor plan: 4896 sq ft: 2776 sq ft living space and 2120 sq ft non-living space



Contact PG&E at landsales@pge.com

April 3, 2020

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**Pacific Gas and
Electric Company**

Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177-1490

April 3, 2020

**VIA EMAIL AND USPS
CERTIFIED MAIL**

Muwekma Ohlone Indian Tribe of the SF Bay Area
Monica Arellano
20885 Redwood Road, Suite 232
Castro Valley, CA, 94546
marellano@muwekma.org

**Re: Notice of Real Property Sale
180 Alhambra, San Francisco**

Dear Tribal Leader,

We are writing to notify you about a real property that PG&E is selling, located at 180 Alhambra Street, San Francisco, CA. The property location is shown on the attached information sheet. According to a record search of California Native American Heritage Commission's Sacred Lands File, this property is in the area of Muwekma Ohlone Indian Tribe of the SF Bay Area's ancestral territory.

We are providing this notification in recognition of a new California Public Utilities Commission Land Disposition Policy adopted December 5, 2019, *Investor-Owned Utility Real Property-Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes* (the Policy). This Policy directs the Commission to hold stakeholder workshops and adoption of formal implementation guidelines, which will clarify procedures for compliance. Until implementation guidelines are in place, the Commission directs the PG&E to notify of proposed dispositions of real property to those Native American tribes whose ancestral territory the real property lies within, and the tribe or tribes shall have 90 days to respond to the notification as to its interest in the property.

In this case, the property PG&E is proposing to sell was under contract for sale to a third-party buyer on October 26, 2019. Although the contract preceded the Policy implementation, PG&E is notifying you of the proposed disposition in the spirit of the Policy as a representative of Muwekma Ohlone Indian Tribe of the SF Bay Area, which has registered with the Native American Heritage Commission as having an interest in property in this region. PG&E will be submitting an Advice Letter to the California Public Utilities Commission (CPUC) Energy Division for this sale shortly after the date of this notice. PG&E appreciates any information you have regarding cultural resources from tribe on the property, or comments on the sale. The CPUC Advice Letter is a public filing which is open to public comment.

PG&E will notify you of any future dispositions of PG&E property in Muwekma Ohlone Indian Tribe of the SF Bay Area's ancestral territory, per the Native American Heritage Commission, before publicly marketing the property, per the Policy.

Sincerely,

Reno Franklin

Tribal Liaison
Pacific Gas and Electric Company
Enclosure



Property for Sale

180 Alhambra Street, San Francisco

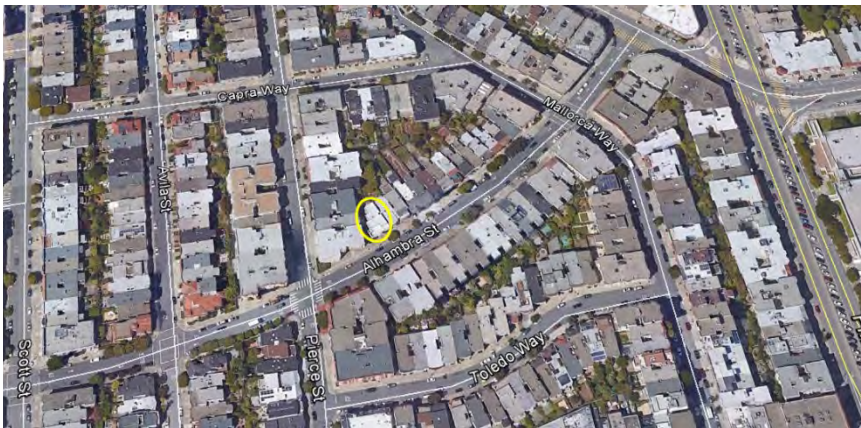


Image Source: Google Maps

Property Details

±2,600 sq ft irregular parcel with a house.

Location: Marina district
San Francisco county

Zoning: RH3 Residential, Three Family

General Plan designation:

APN: 0463A-015

Description: House in residential area.

Environmental: Remediation complete.

PG&E Facilities:

Other Notes:

Floor plan: 4896 sq ft: 2776 sq ft living space and 2120 sq ft non-living space



Contact PG&E at landsales@pge.com

April 3, 2020

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Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177-1490

April 3, 2020

**VIA EMAIL AND USPS
CERTIFIED MAIL**

The Ohlone Indian Tribe
Andrew Galvan
P.O. Box 3388
Fremont, CA, 94539
chochenyo@AOL.com

**Re: Notice of Real Property Sale
180 Alhambra, San Francisco**

Dear Tribal Leader,

We are writing to notify you about a real property that PG&E is selling, located at 180 Alhambra Street, San Francisco, CA. The property location is shown on the attached information sheet. According to a record search of California Native American Heritage Commission's Sacred Lands File, this property is in the area of The Ohlone Indian Tribe's ancestral territory.

We are providing this notification in recognition of a new California Public Utilities Commission Land Disposition Policy adopted December 5, 2019, *Investor-Owned Utility Real Property-Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes* (the Policy). This Policy directs the Commission to hold stakeholder workshops and adoption of formal implementation guidelines, which will clarify procedures for compliance. Until implementation guidelines are in place, the Commission directs the PG&E to notify of proposed dispositions of real property to those Native American tribes whose ancestral territory the real property lies within, and the tribe or tribes shall have 90 days to respond to the notification as to its interest in the property.

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Sincerely,

Reno Franklin

Tribal Liaison
Pacific Gas and Electric Company
Enclosure



Property for Sale

180 Alhambra Street, San Francisco

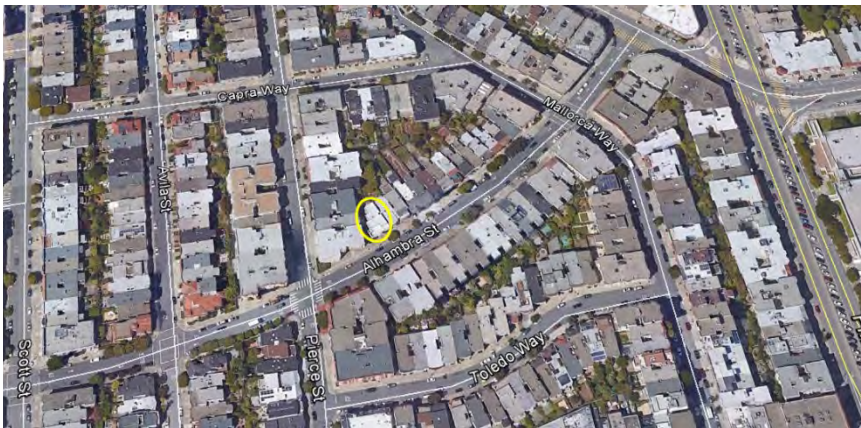


Image Source: Google Maps

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Description: House in residential area.

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Other Notes:

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Contact PG&E at landsales@pge.com

April 3, 2020

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Attachment 5

Map of Subject Property

PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA



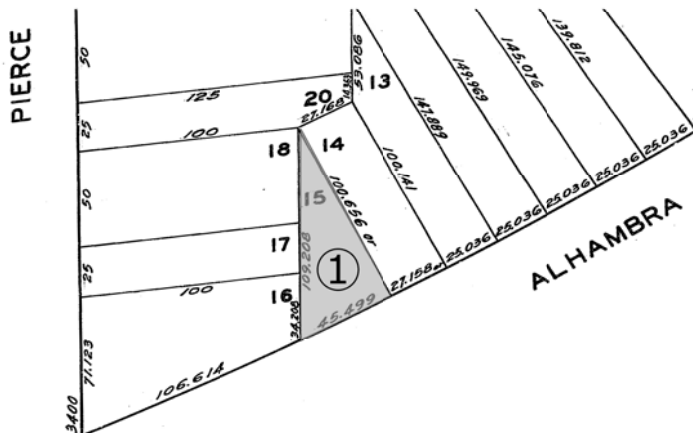
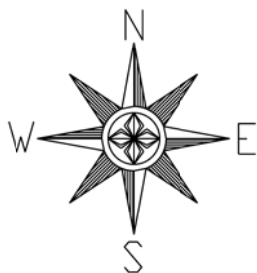
VICINITY MAP

TOWNSHIP 01S	RANGE 05W	SECTION 32	MERIDIAN MDM
COUNTY OF SAN FRANCISCO			
LONGITUDE/LATITUDE COORDINATES		<u>LEGEND</u> 📍 SCALED COORD	
LONGITUDE : -122.439282			
LATITUDE: 37.801939			
U.S.G.S. QUAD: SAN FRANCISCO NORTH			
CITY,RANCHO,SUBDIVISION,ETC. 180 ALHAMBRA SAN FRANCISCO, CA 94123			
SCALE 1"=100'	AREA 1 - SAN FRANCISCO	DATE LAST CHANGED 02-22-2016	

180 ALHAMBRA REMEDIATION 8099118

LD XXSF-00-4423
JONATHAN M. RUTLEDGE AND
LINDA RUTLEDGE, H&W TO
PACIFIC GAS AND ELECTRIC CO
FEE TITLE
DOC # 2015-K165146-00
SIGNED 12-01-2015
RECORDED: 12-07-2015
APN: 0463A-015

① 0.060 ACRES



0 100 200 300



1 INCH = 100 FEET

SBE MAP LEGEND

FEE LANDS		LEASE GRANT LICENSE & PERMIT	
SALES		TAX YEAR:	2016- 2017

PARCEL NUMBERS SHOWN
IN CIRCLES, THUS: ①

SBE MAP # 135-38-048-1

**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	Redwood Coast Energy Authority
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	Regulatory & Cogeneration Service, Inc.
	Energy Management Service	SCD Energy Solutions
Alta Power Group, LLC	Engineers and Scientists of California	
Anderson & Poole		
Atlas ReFuel	GenOn Energy, Inc.	SCE
BART	Goodin, MacBride, Squeri, Schlotz & Ritchie	SDG&E and SoCalGas
Barkovich & Yap, Inc.	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	IGS Energy	Sempra Utilities
California State Association of Counties	International Power Technology	Southern California Edison Company
Calpine	Intestate Gas Services, Inc.	Southern California Gas Company
	Kelly Group	Spark Energy
Cameron-Daniel, P.C.	Ken Bohn Consulting	Sun Light & Power
Casner, Steve	Keyes & Fox LLP	Sunshine Design
Cenergy Power	Leviton Manufacturing Co., Inc.	Tecogen, Inc.
Center for Biological Diversity		TerraVerde Renewable Partners
		Tiger Natural Gas, Inc.
Chevron Pipeline and Power	Los Angeles County Integrated	TransCanada
City of Palo Alto	Waste Management Task Force	Troutman Sanders LLP
	MRW & Associates	Utility Cost Management
City of San Jose	Manatt Phelps Phillips	Utility Power Solutions
Clean Power Research	Marin Energy Authority	Water and Energy Consulting Wellhead
Coast Economic Consulting	McKenzie & Associates	Electric Company
Commercial Energy		Western Manufactured Housing
Crossborder Energy	Modesto Irrigation District	Communities Association (WMA)
Crown Road Energy, LLC	NLine Energy, Inc.	Yep Energy
Davis Wright Tremaine LLP	NRG Solar	
Day Carter Murphy		
Dept of General Services	Office of Ratepayer Advocates	
Don Pickett & Associates, Inc.	OnGrid Solar	
Douglass & Liddell	Pacific Gas and Electric Company	
	Peninsula Clean Energy	