

## **Option to Purchase and Purchase Agreement between the Housing Authority of the County of San Mateo and the City of Daly City**

This Option to Purchase and Purchase Agreement (the "Agreement") is entered into as of November 11, 2016 (the "Effective Date"), by and between the Housing Authority of the County of San Mateo (the "Authority"), a California public body, corporate and politic, and the City of Daly City (the "City"), a political subdivision of the State of California (collectively, the "Parties" or individually, a "Party").

### RECITALS

- A. Since 1977 the City has continuously owned and operated David R. Rowe Park, which is a neighborhood park comprised of Assessor Parcel Numbers ("APNs") 005-330-390 and 005-330-330 and located adjacent to the Midway Village affordable housing complex in Daly City, commonly known as 45 Midway Drive, Daly City, and more particularly described as "Parcel 33 and Parcel 39 as described in that certain map entitled Map of Midway Village, recorded on July 26, 1976, in Volume 91 at Page 46 of Maps of the County of San Mateo and depicted in Exhibit "A", attached hereto and incorporated here by this reference (the "Property"). The Property is approximately 3.8 acres in size.
- B. On or about November 12, 2008, the California Department of Toxic Substance Control ("DTSC") entered into a release and settlement agreement (the "Settlement Agreement") with the City, the Authority, the United States of America, and Pacific Gas & Electric in response to DTSC's claims against each of them under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § § 9601-9675 for recovery of certain costs DTSC allegedly incurred in response to the release or threatened release of hazardous substances at the Property.
- C. On or about October 27, 2008, the City, the Authority and the then-existing Daly City Redevelopment Agency entered into a separate Memorandum of Understanding ("MOU") for the purpose of identifying the City and the Authority's respective responsibilities in complying with the timelines and financial obligations owed to DTSC pursuant to the Settlement Agreement.
- D. Under paragraph 4.3 of the Settlement Agreement, the City and the Authority agreed to jointly and severally pay the Response Costs payment to DTSC.
- E. Under paragraph 4.4 of the Settlement Agreement, the City and the Authority agreed to jointly and severally pay DTSC a "carrying charge" of \$24,000 per year until the Response Costs payment has been paid in full,

according to the graduated payment schedule set forth in paragraph 4.3.

- F. To date, the City has paid DTSC \$84,000 in Carrying Charges, and the County has paid DTSC \$96,000 in Carrying Charges, but neither the City nor the Authority have made any Response Costs payment to DTSC.
- G. According to the graduated payment schedule set forth in paragraph 4.3 (d) of the Settlement Agreement and Section D. (4.3) of the MOU, the amount of Response Costs due to DTSC, if paid on or before November 12, 2016, is \$720,000.
- H. Section E. (7) (a) of the MOU provides that “if the Authority pays, or otherwise assumes or undertakes, all of [the ] City’s payment obligations and responsibilities to DTSC under the Settlement Agreement, and pays to the City those payments made by the City as “Carrying Charges,” “Response Costs”, and the prior incurred costs to the City, up to a maximum of \$295,094.92, then, in consideration of such payment, undertaking or assumption, the City shall, subject to acceptance by [the Authority], transfer fee title to [the Property] to the Authority . . .”
- I. Section E. (7) (d) of the MOU also allows the parties “to choose to enter into other agreements pursuant to which, as between the City and the Authority, the City . . . shall be credited with having satisfied all of its obligations to DTSC and the Authority shall be responsible for the payment of the City’s obligations to DTSC with regard to the Response Costs [p]ayments and the Carrying Charges.”
- J. Section 4.01 of Exhibit B of the Settlement Agreement entitled “Covenant to Restrict Use of Property Environmental Restriction” (the “Deed Restriction”) prohibits certain uses of the Property, including residential uses, hospital facilities for humans, public or private school facilities for persons under 21 years of age and day care centers for children.
- K. Section 6.02 of Exhibit B of the Settlement Agreement permits the City “or any other aggrieved person” to apply to DTSC for a termination of the terms of the Deed Restriction as they apply to all or any portion of the Property.
- L. The Authority owns the land upon which Midway Village, is currently situated, which consists of APNs 005-330-020;-030;-040;-050;-060;-070;-080;-090;-100;-110;-120;-130,-140,-150,-160,-170,-180,-190,-200,-210,-220,-230,-240,-250,-260,-270,-280,-290,-300;-310;-340;-350;-360;-370;-380;-400 (the “Midway Village Site”), and San Mateo County Housing Authority, Inc. (“SAMCHA”), a California nonprofit public benefit corporation, owns and manages the improvements on the Midway Village Site.

- M. The Authority plans to engage an affordable housing Developer (the "Developer") to redevelop the aging Midway Village Site in order to better utilize the site to provide an increased number of critically-needed new homes affordable to households with a range of incomes, along with a new childcare center to replace the current Bayshore Child Development Center facility (the "Midway Village Redevelopment Project").
- N. In spring 2016, SAMCHAI executed a resolution approving the Authority's responsibility and authority to undertake the Midway Village Redevelopment Project, including negotiations for the acquisition of the Property and the selection of the Developer for the Midway Village Redevelopment Project.
- O. The Authority desires to obtain from the City, and the City desires to grant the Authority, upon the specific terms and conditions set forth in this Agreement, the exclusive right and option to purchase the Property for the purposes of creating a better overall site plan for the Midway Village Redevelopment Project and providing better public access and parking for a new public park space that will replace the current David R. Rowe Park.
- P. With the City's cooperation and assistance, the Authority, either on its own or through the Developer, intends to apply to DTSC for a termination of the terms of the Deed Restriction as they apply to the Property.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

### AGREEMENT

Section 1. Grant of Option.

The City grants to the Authority the option to purchase the Property for the consideration and under the terms and conditions set forth in this Agreement (the "Option").

Section 2. Term of Option.

The term of the Option shall be for a period commencing on the Effective Date and shall expire 24 months after the Effective Date or thirty days after the Midway Village Redevelopment Project receives all requisite land use approvals from the City, DTSC, and any other governmental entity or agency, whichever is later (the "Option Term"), unless otherwise agreed to in writing by the Authority and the City.

(a) Exercise of Option. Prior to the expiration of the Option Term, the Authority may exercise the Option by giving written notice to the City of the Authority's exercise of the Option (the "Option Notice").

(b) Expiration. Upon termination of the Option Term and a written request by the City, the Authority shall sign and deliver a quitclaim deed or such other document as may be reasonably required by the City to evidence the termination of the Option.

(c) Option Consideration. The Option shall be granted in consideration of the Authority's payment to DTSC the sum of Seven Hundred Twenty Thousand Dollars (\$720,000), which is the amount of the Response Cost payment for which the City and the Authority are jointly and severally liable in accordance with the graduated payment schedule set forth in section 4.3 of the Settlement Agreement and section D. (4.3) of the MOU. The Authority shall directly deliver to DTSC payment of Seven Hundred Twenty Thousand Dollars (\$720,000), with half of that amount or three hundred sixty thousand dollars (\$360,000) considered an Option fee (the "Option Fee") - by or before November 12, 2016. Notwithstanding section 7(c) below, the Option Fee shall be non-refundable. However, the Option Fee shall be credited toward the purchase price for the Property if the Authority exercises its Option under this Agreement.

### Section 3. Physical Inspection and Studies; Right of Entry.

(a) Physical Inspection & Studies. During the period from the Effective Date through the Closing (as defined below), the Authority and the Developer shall have the right to:

1. Conduct such engineering, feasibility, seismic surveys and other studies regarding the condition of the Property which the Authority and/or the Developer deems prudent.

2. Conduct such environmental audits and studies regarding the environmental conditions of the Property which the Authority and/or the Developer deems prudent.

3. Review all aspects of the Property, in accordance with the terms of this Section, provided that Authority does not unreasonably disturb any business of the City in connection with the Property, and provided that the City shall be

afforded the opportunity to participate in such visitations including but not limited to, the physical and environmental condition of the Property, the financial condition of the Property, the legal condition of the Property, including, without limitation, the Property's compliance or non-compliance with all statutes, ordinances, codes, regulations, decrees, orders and laws applicable to the Property, leases and service contracts, if any, being assumed by Authority, the existence or non-existence of any governmental or quasi-governmental entitlements, if any, affecting the Property or any portion of the Property, any dimensions or specifications of the Property or any part thereof, the zoning, building and land use restrictions applicable to the Property or any portion thereof, and all other matters which the Authority deems relevant to its purchase of the Property.

(b) Right of Entry; Testing Notice. The City hereby grants the Authority and the Authority's employees, representatives, invitees and agents as well as the Developer, and the Developer's employees, representatives and agents, (collectively, the "Licensees"), a right of entry to enter the Property for the purposes of conducting examinations and investigating the Property. The Authority or the Developer shall notify the City Two (2) days prior to conducting any invasive testing of the Property by providing to the City a written notice setting forth the proposed testing (the "Testing Notice").

#### Section 4. Purchase of the Property.

(a) No later than thirty (30) days after the Option Notice from the Authority, the City shall sell the Property to the Authority pursuant to the terms and conditions set forth herein for the amount of Seven Hundred Thirty Nine Thousand Ninety Four Dollars and Ninety Two Cents (\$739,094.92) less the Option Fee paid (the "Purchase Price").

(b) The amount of Seven Hundred Thirty Nine Thousand Ninety Four Dollars and Ninety Two Cents (\$739,094.92) consists of the following:

1. The City's share of the Response Costs owed to DTSC according to the graduated payment schedule set forth in paragraph 4.3 (d) of the Settlement Agreement and Section D. (4.3) of the MOU, which would be three hundred sixty thousand dollars (\$360,000) if paid on or before November 12, 2016 – otherwise referred to herein as the Option Fee; and
2. An additional eighty four thousand dollars (\$84,000) previously paid by the City to DTSC to cover "Carrying Charges" incurred by the City under the Settlement Agreement; and
3. An additional two hundred ninety five thousand ninety four dollars and ninety two cents (\$295,094.92) previously paid by the City to DTSC to cover clean-up and remediation costs for the Property.

Section 5. Payment of Purchase Price.

(a) The Purchase Price shall be paid in cash at the Closing (as defined below) provided that at least 30 days in advance of the Closing, the City gives the Authority reasonable documentation substantiating the City's prior payments to DTSC in the amounts of:

1. Eighty four thousand dollars (\$84,000) in Carrying Charges pursuant to the Settlement Agreement; and
2. Two hundred ninety five thousand ninety four dollars and ninety two cents (\$295,094.92) to cover clean-up and remediation costs for the Property.

(b) At the Closing, the Option Fee, if paid, will be credited toward the purchase price.

Section 6. Opening Escrow.

Promptly following the Option Notice, the Parties shall open an escrow with a title company selected by the Authority or the Developer (the "Title Company") for conveyance of the Property to the Authority. The Parties shall provide escrow instructions to the Title Company consistent with this Agreement.

Section 7. Close of Escrow and Conditions to Close of Escrow.

(a) The escrow for the conveyance of the Property shall close (the "Closing") within thirty (30) days following the date of the Option Notice. The Authority may request that the City extend the date for the Closing; the City shall not withhold consent to such a request if it determines that the extension is reasonably necessary to permit the Authority to satisfy obligations or conditions under this Agreement. At the Closing, the City shall convey the Property to the Authority by Grant Deed, and the Authority shall pay the Purchase Price to the City.

(b) The following are conditions to the Closing which conditions may be waived solely by the Authority:

1. Title to the Property is in the condition described in Section 8 below.

2. The representations and warranties of the City set forth in Section 13 below remain true and correct.

(c) If the City is unable to satisfy the foregoing conditions or otherwise convey the Property to the Authority by reason of the City's failure to take some action required by this Agreement, such failure shall entitle the Authority to terminate this Agreement and the Authority to recover fifty percent (50%) of the Option Fee, if paid.

#### Section 8. Status of Title.

The City covenants and agrees to cause the title to the Property to be such that, at the Closing, the Title Company is prepared to deliver to the Authority a standard coverage CLTA policy of title insurance in an amount to be determined by the Authority insuring fee title to the Property vested in the Authority free and clear of any liens, encumbrances and interests, or other clouds on title except the following ("Approved Exceptions"):

1. Non-delinquent general, special and supplemental taxes (including, without limitation, any community facilities district assessments), bonds and assessments.

2. Any liens or encumbrances created by or at the request of the Authority with the City's prior written consent.

3. The "Covenant to Restrict Use of Property Environmental Restriction (Re: San Mateo County Assessor's Parcel Numbers 005-33-330 and 005-330-30- a.k.a. David R. Rowe Park)" recorded at San Mateo County Assessor-County Clerk-Recorder's Office on October 17, 2002, to the extent it has not been terminated, modified or withdrawn.

4. Any other matter approved by the Authority in writing.

#### Section 9. Escrow, Costs and Proration's; Possession.

(a) Prior to the Closing, the Parties shall make the deliveries into Escrow set forth in this Section 9.

(b) The City hereby covenants, and agrees to deliver or cause to be delivered to the Title Company on or prior to the Closing, the following instruments and documents:

1. A good and sufficient grant deed, in a form reasonably acceptable to the Authority, properly executed and acknowledged by the City in favor of the Authority, with the authorizing Resolution, the delivery and recordation of which shall vest in the Authority fee title in and to the Property; and

2. Such proof of the City's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of the City to act for and bind the City as may be reasonably required by the Title Company.

(c) The Authority hereby covenants and agrees to deliver or cause to be delivered to the Title Company on or prior to the Closing, the following instruments and documents:

1. Such proof of the Authority's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of the Authority to act for, bind the Authority and accept conveyance of the Property as may be reasonably required by the Title Company; and

2. The Purchase Price and any additional funds necessary for closing costs.

(d) At the Closing, the Title Company shall record the grant deed conveying the Property to the Authority, issue to the Authority the title policy referred to in Section 8 above, and deliver cash in the amount of the Purchase Price to the City or to such person or entity as the City may direct.

(e) The following costs and expenses shall be borne or prorated as follows, at the Closing:

1. Property taxes shall be prorated at the Closing based on the most current real property tax bill available, including any escaped property taxes which may be assessed after the Closing pertaining to the period prior to transfer of title to the Authority, regardless of when notice thereof is delivered or who receives such notice.



2. All installments of any bond or assessment that is a lien (determined as of the Closing) which installments become due before Closing shall be paid by the City on or before Closing. In no event will the City be required to prepay any bonds or assessments on the Property.

3. The Authority shall pay all title insurance costs and premiums charged in connection with the issuance of the title policy referred to in Section 8 above.

4. All property transfer taxes, if any, shall be paid by the City.

5. All escrow fees shall be borne by the Authority.

6. Each Party shall pay their own legal fees and expenses incurred in connection with the transaction contemplated herein.

7. The City shall bear all costs of causing the condition of title to the Property to be as set forth in Section 8 above.

8. Payments under any service contracts related to the Property that the Authority elects to continue after the Closing shall be prorated as of the date of the Closing.

Section 10. Possession; Lease Back & Deed Back.

(a) The City shall deliver possession of the Property to the Authority at the Closing. Concurrently, the Authority will lease the Property back to the City for \$1 per year during the period from the Closing until the start of construction of Phase I of the Midway Village Redevelopment Project pursuant to the terms and conditions of a separately negotiated lease agreement between the City and the Authority.

(b) Upon the completion of construction of the phase of the Midway Village Redevelopment Project that includes the New Park Space (as defined below), the Authority shall deed back to the City a publically-accessible unimproved public park area and unimproved area for associated public parking spaces of comparable size to the current Property (approximately 3.8 acres), located somewhere within the enlarged campus area comprising the Midway Village Site, the Property, and/or the approximately half acre parcel of land located on Midway Drive in Daly City, APN 005-330-320, which would be capable of accommodating a soccer playing field, basketball

courts, walkways and public parking equivalent to those amenities as they currently exist on the Property (the "New Park Space").

(c) The deed back referenced in Section 10(b) above shall occur pursuant to the following terms and conditions:

1. The City shall be responsible for any and all costs associated with maintaining and improving the New Park Space, with the maintenance work and improvements that the City deems necessary or desirable.
2. The Authority and the Developer shall solicit the City's feedback regarding the Developer's proposed location and configuration of the New Park Space.
3. The location and configuration of the New Park Space shall be indicated in the Planning entitlements application submitted by the Developer.
4. The Parties understand and agree that there will most likely be a period of time, between the start of construction of Phase 1 of the Midway Village Redevelopment Project, which will involve the Property, and the completion of construction of the phase of the Midway Village Redevelopment Project that includes the New Park Space, when there is no functioning public park area.
5. The Authority agrees to work with the Developer to minimize to the greatest degree possible any such time period when there is no functioning public park area due to build-out of the Midway Village Redevelopment Project.

#### Section 11. Condition of Property.

Except as otherwise expressly stated in Section 13 of this Agreement, the Authority understands that it is acquiring the Property "AS IS", in its present state and condition as of the date of this Agreement, without representation by the City or its representatives as to any matter.

(a) Inspection of Real Estate; AS-IS Sale; Real Estate Seller Disclosure Statement. The Authority acknowledges that the Authority inspected the Property. The Authority is relying only on the inspection of the Property made by the Authority and is not relying on any oral statement concerning the physical condition of the Property made by the City or any other party or any written statement concerning the physical condition of the Property given to the Authority by the City or any other party except for written statements contained in this Agreement. The Authority further acknowledges and agrees that it has been, or will be prior to the Closing, given a full opportunity to examine, inspect and conduct its own investigations of all matters with respect to taxes, bonds, environmental condition, permissible uses, zoning, covenants,

conditions and restrictions and all other matters which, in the Authority's judgment, bear upon the value and suitability of the Property for their purposes.

  
The Authority's Initials

Section 12. Owner's Cooperation in Removal of Deed Restriction; Preparation and Execution of Releases under Settlement Agreement; and Procurement of Land Use Approvals.

(a) The City shall fully cooperate with the Authority and the Developer in any of their efforts to terminate any or all of the terms of the Deed Restriction. The City also agrees to timely share any information it has related to the Property that would assist the Authority and the Developer during this process.

(b) The City shall work with the Authority to ensure that the releases described in section 7.4 of the Settlement Agreement are prepared and executed either when:

1. The transfer of ownership of the Property from the City to the Authority is effectuated; or
2. City planning entitlements for the redevelopment of the Midway Village Site (also including APNs 005 330 320; 330, 390) are approved, whichever is earlier.

(c) The City shall make all practical efforts to work with the Authority and the Developer to approve reasonable and complete requests for land use approvals in order to facilitate the Midway Village Redevelopment Project so that it commences and is completed in a timely fashion.

Section 13. Owner's Warranties.

No Representations or Warranties by the City. Except as expressly set forth in this Agreement, the City has not made any warranty or representation, express or implied, written or oral, concerning the Property.

(a) The Authority acknowledges that the Authority and/or the Developer will investigate the condition of the Property as set forth in Section 3 of the Agreement, and will rely solely on the Authority's and/or the Developer's investigations in relation to the condition of the Property.

(b) The City represents and warrants that there are no leases of or rights to possession to the Property.

(c) The persons executing this Agreement on behalf of the City have been duly authorized to execute this Agreement on behalf of the City; the execution of this Agreement by the City has been duly authorized by resolution of the City Council acting in accordance applicable law; the execution and performance of the Agreement by and on behalf of the City does not violate any provisions of applicable law, or any agreement, court or government order or judgment to which the City is a party or is subject; and the execution and performance of the Agreement by or on behalf of the City does not require the consent or agreement of any other person or entity

Section 14. Assignment of the Agreement.

The Authority may assign, in whole or in part, any of its rights, privileges and/or obligations under this Agreement without the City's prior consent. If assigned, all applicable rights, privileges and obligations under this Agreement will be assigned, and the Authority will be relieved of the same. Further Documents.

Section 15. Further Documents.

Upon the reasonable request of the other Party, each Party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement, including but not limited to escrow instructions.

Section 16. Broker's Commission.

The Authority represents to the City that it has not engaged or used the services of any person, firm or corporation that may claim a broker's commission or finder's fee upon execution of Agreement. The City represents to the Authority that it has not engaged or used the services of any person, firm or corporation that may claim a broker's commission or finder's fee upon execution of Agreement. The Authority and the City (each, reciprocally, as an "Indemnitor") agree to indemnify and hold the other (as "Indemnitee") harmless from all expense, loss, damage and claims, including the Indemnitee's attorneys' fees, if necessary, arising out the Indemnitor's breach of the foregoing representation.

Section 17. Notices.

All notices or other communications made pursuant to this Agreement shall be in writing and shall be deemed properly delivered, given or served to the Parties at the following addresses when (i) mailed by certified mail, postage prepaid, return receipt requested; (ii) sent by express delivery service, charges prepaid with a delivery receipt; or (iii) personally delivered when a delivery receipt is obtained:

City: City of Daly City  
333 90<sup>th</sup> Street, Third Floor  
Daly City, California 94015  
Attention: Rose Zimmerman, City Attorney

Authority: Housing Authority of the County of San Mateo  
264 Harbor Blvd., # A  
Belmont, California 94002  
Attention: Ken Cole, Executive Director

All notices so delivered, mailed or sent shall be deemed received as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused or the date the notice was returned as undeliverable. Either Party may change its address for the purposes of this paragraph by giving prior written notice of the change to the other Party in the manner provided in this paragraph.

Section 18. Binding Effect.

This Agreement and its terms and conditions shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns.

Section 19. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of all the Parties, and all the Parties have had an opportunity to have this Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

Section 20. Representation re Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Section 21. Modification of this Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by the Parties in the same manner as this Agreement.

Section 22. Choice of Law; Venue.

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Mateo County Superior Court.

Section 23. Eminent Domain/Damage.

Notwithstanding any other provision of this Agreement, if at any time prior to execution of the Grant Deed conveying the Property to the Authority, any portion of the Property shall be taken by eminent domain or is the subject of eminent domain proceedings (either threatened in writing or commenced) or is damaged or destroyed, and regardless of whether the Authority has exercised the Option, then the Authority shall have the right to terminate this Agreement upon written notice to the City, whereupon the Parties shall have no further obligations under this Agreement.

Section 24. Exhibits.

All exhibits attached to this Agreement and referred to in this Agreement are incorporated into this Agreement by this reference as though they were fully set forth in this Agreement.

Section 25. Captions.

The captions of the paragraphs of this Agreement are for convenience and reference only, and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretations, constructions or meaning of the provisions of this Agreement.

Section 26. Entire Agreement.

This Agreement contains the entire agreement between the Parties respecting the matters set forth, and supersedes all prior agreements between the Parties respecting such matters.

Section 27. Severability.

If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.


Section 28. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Authority and the City have executed this Agreement as of the Effective Date.

THE AUTHORITY:

HOUSING AUTHORITY OF COUNTY OF SAN MATEO, a California public body, corporate and politic

By:   
Its: EXECUTIVE DIRECTOR  
Print: Ken Cole

THE CITY:

CITY OF DALY CITY, a political subdivision of the State of California

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Section 28. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Authority and the City have executed this Agreement as of the Effective Date.

THE AUTHORITY:

HOUSING AUTHORITY OF COUNTY OF SAN MATEO, a California public body, corporate and politic

By: \_\_\_\_\_  
Its: \_\_\_\_\_

THE CITY:

CITY OF DALY CITY, a political subdivision of the State of California

By: Patricia E. Martel  
Its: Patricia E. Martel, City Manager



EXHIBIT A

Property



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

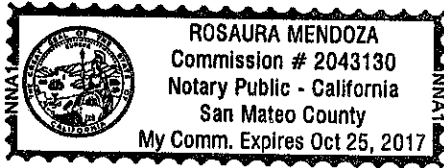
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Mateo )  
On 11-3-2016 before me, Rosaura Mendoza, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Ken Cole  
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.

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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: Option to Purchase & Purchase Agreement Document Date: 11-11-2016  
Number of Pages: 17 Signer(s) Other Than Named Above: City of Daly City

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_