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By /s/ Anthony Berini
Deputy Clerk

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CITY OF MILLBRAE

EXEMPT FROM FILING FEES, GOVT. CODE § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

CITY OF MILLBRAE, a municipal corporation,

Plaintiff/Petitioner,

v.

COUNTY OF SAN MATEO; a public entity and political subdivision of the State of California; BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO; ALL PERSONS INTERESTED IN THE MATTER OF SAN MATEO COUNTY RESOLUTION NO. ___ DECLARING THE BOARD OF SUPERVISORS' INTENTION TO PURCHASE THE PROPERTY LOCATED AT 1390 EL CAMINO REAL, MILLBRAE (ASSESSOR PARCEL NUMBER 021-281-700) FOR PURPOSES OF CONVERTING THE LA QUINTA INN TO PUBLIC HOUSING; DOES 1 through 10, inclusive; and ROES 1 through 10, inclusive,

Defendants/Respondents.

23-CIV-05426

Case No.

COMPLAINT FOR VALIDATION AND PETITION FOR WRIT OF MANDATE (1) TO INVALIDATE SAN MATEO COUNTY RESOLUTION NO. ___ DECLARING THE BOARD OF SUPERVISORS' INTENTION TO PURCHASE THE PROPERTY AT 1390 EL CAMINO REAL, MILLBRAE (LA QUINTA INN / MILLBRAE SUPPORTIVE HOUSING PROJECT); (2) TO ORDER THE COUNTY OF SAN MATEO TO RESCIND AND VACATE THE RESOLUTION; AND (3) FOR INJUNCTIVE AND DECLARATORY RELIEF

Health & Safety Code, § 36003
Code Civ. Proc., §§ 860-870.5
Code Civ. Proc., § 1085

Plaintiff/Petitioner CITY OF MILLBRAE ("**City**"), a public entity and municipal corporation, hereby alleges as follows:

NATURE OF THE ACTION

1. Article XXXIV, section 1, of the California Constitution ("**Article XXXIV**") guarantees the qualified electorate of the City of Millbrae the right to approve or disapprove, by referendum, public housing projects proposed by public agencies within Millbrae's bounds.

2. On September 12, 2023, Defendants/Respondents COUNTY OF SAN MATEO and the BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO (together "**County**"), adopted Resolution No. ___ ("**Resolution**")[1], declaring the County's intent to acquire property located at 1390 El Camino Real, within the City of Millbrae ("**Property**"), for purposes of converting and redeveloping it into a public housing project. The Resolution was adopted without a vote of Millbrae's qualified electorate.

3. A true and correct copy of the Resolution is attached hereto as **Exhibit A**.

4. The County's acquisition and conversion of the Property—referred to by the County as the "**Millbrae Supportive Housing Project**"—will significantly adversely impact the City's tax revenues, nearby businesses, and result in the loss of local jobs. Currently, the Property operates as a 100-room La Quinta Inn, generating more than half a million dollars in transient occupancy tax ("**TOT**") for the City each year, in addition to lost sales tax and property tax revenues. The total economic loss to the City if the County acquires and converts the property will be approximately one million dollars per year.

5. While the City and County have been negotiating ways to ameliorate the negative impacts of the County's public housing proposal, Millbrae's residents nonetheless have a constitutionally-guaranteed right to vote to approve or disapprove the proposed public housing project, yet the Resolution does not provide for such a vote or even acknowledge the constitutional requirement.

[1] The Resolution was adopted without an assigned Resolution number. When the County assigns a Resolution number and provides the public with the numbered and executed Resolution it adopted on September 12, 2023, the City will amend this Petition.

6. Thus, by this action, the City seeks to invalidate the County's September 12, 2023, adoption of the Resolution because it was adopted without the vote required under Article XXXIV.

7. Also by this action, the City seeks a writ of mandate ordering the County to rescind and vacate the Resolution, unless and until the County places the proposed Millbrae Supportive Housing Project on the ballot for a vote of Millbrae's qualified electorate.

THE PARTIES

8. Plaintiff/Petitioner CITY OF MILLBRAE is a municipal corporation and general law city, formed and existing under the general laws of the State of California, and governed by its City Council. The Property at issue, and that the Resolution authorizes the County to acquire, convert, and develop for public housing, is located within the City.

9. Defendant/Respondent COUNTY OF SAN MATEO is a political subdivision of the State of California, and a "state public body" as that term is defined in Article XXXIV.

10. Defendant/Respondent BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO is the five-member elected decision-making body of the County of San Mateo. On September 12, 2023, the Board of Supervisors voted 4-1 to adopt the Resolution.

11. Defendants ALL PERSONS INTERESTED IN THE MATTER OF SAN MATEO COUNTY RESOLUTION NO. ___ DECLARING THE BOARD OF SUPERVISORS' INTENTION TO PURCHASE THE PROPERTY AT 1390 EL CAMINO REAL, MILLBRAE (ASSESSOR PARCEL NUMBER 021-281-700) FOR PURPOSES OF CONVERTING THE LA QUINTA INN TO PUBLIC HOUSING are named as defendants pursuant to Code of Civil Procedure, section 861.1, and all such persons are invited to appear and assert their interests in this action.

12. The City is unaware of the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants DOES 1 through 10, inclusive. The City is informed and believes, and on that basis alleges, that each fictitious party was in some way responsible for or participated in or contributed to the matters of which the City complains herein

and is in some fashion legally responsible. The City will seek to amend this suit when these parties, and their respective involvement and responsibility, are ascertained.

13. The City is unaware of the true names and capacities, whether individual, corporate, associate or otherwise, of Respondents ROES 1 through 10, inclusive. The City is informed and believes, and on that basis alleges, that each fictitious party was in some way responsible for or participated in or contributed to the matters of which the City complains herein and is in some fashion legally responsible. The City will seek to amend this suit when these parties, and their respective involvement and responsibility, are ascertained.

JURISDICTION AND VENUE

14. This Complaint is brought as a validation action pursuant to California Code of Civil Procedure, section 860 *et seq*. Pursuant to Code of Civil Procedure, section 863, the City, as an interested party, is authorized to bring this action to determine the validity of the County's adoption of the Resolution.

15. Health and Safety Code, section 36003, further authorizes this challenge in that the Resolution approves a County plan to use public funds for housing assistance benefiting persons of low income without obtaining prior referendum approval pursuant to Article XXXIV.

16. Venue is proper in this Court pursuant to Code of Civil Procedure, section 860, because the principal office of the County is located within the County of San Mateo.

17. Pursuant to the Validation Statutes, Code of Civil Procedure, section 860 *et seq.*, notice of this validation action will be given by publication of the Summons in a newspaper of general circulation within San Mateo County, and by any other such means as this Court may order.

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FACTUAL AND GENERAL ALLEGATIONS

County Resolution Declares Intent To Acquire, Convert, and Develop Public Housing Within the City, Over the Objection of City Residents, and Without Referendum Approval.

18. On September 12, 2023, the County Board of Supervisors considered at public hearing the adoption of the Resolution, entitled as follows:

> Resolution No. ____ DECLARING A) THE BOARD OF SUPERVISORS' INTENTION TO PURCHASE THE PROPERTY LOCATED AT 1390 EL CAMINO REAL, MILLBRAE (ASSESSOR PARCEL NUMBER 021-281-700) ("PROPERTY") FOR A TOTAL PURCHASE PRICE OF $33,000,000; AND B) AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("AGREEMENT") FOR THE COUNTY'S ACQUISITION OF THE PROPERTY FOR A TOTAL PURCHASE PRICE OF $33,000,000; AND C) AUTHORIZING THE COUNTY EXECUTIVE, OR DESIGNEE, TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND ANY AND ALL NOTICES, ESCROW INSTRUCTIONS, AND DOCUMENTS REQUIRED TO FACILITATE THE PURPOSES OF THE AGREEMENT, AND TO FILE A NOTICE OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

19. The Resolution describes the Property located at 1390 El Camino Real as a 100-guest room hotel property, and states that "the County has determined the Property should be converted to provide permanent rental housing to low-income County residents experiencing homelessness, and therefore desires to purchase the Property for that purpose." (Exhibit A, p. 1.)

20. The Resolution does not commit the County to using a specific public funding source for the acquisition, conversion, development, and ongoing operation of the proposed Millbrae Supportive Housing Project. However, the Resolution references Homekey funds in its statement regarding the County's purported compliance with the California Environmental Quality Act, stating: "Section 50675.1.4 of the California Health & Safety Code provides that the California Environmental Quality Act (CEQA) shall not apply to any project funded by HomeKey funds, and the acquisition of the Property is further exempt from CEQA as it can be seen with certainty that there is no possibility that the acquisition in question may have a significant effect on the environment." (Exhibit A, p. 2.)

21. The Resolution also references, and the County made available to the public, a draft Real Estate Purchase and Sale Agreement between the County and the owner of the Property ("**Agreement**"). The Resolution authorizes the President of the Board of Supervisors to execute the Agreement for purposes of effecting the acquisition of the Property. As described in the Resolution, "the President of the Board's execution of the Real Estate Purchase and Sale Agreement and Escrow Instructions ("Agreement") will allow staff to complete the remaining conditions of closing, and the County Executive's execution of the Certificate of Acceptance and any other documents required to satisfy County's obligations under the Agreement will allow escrow to close and the Property to be vested in County." (Exhibit A, p. 2.) A true and correct copy of the draft Agreement is attached hereto as **Exhibit B**.

22. The Resolution concludes:

> NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors does hereby declare its intention to purchase the Property, located at 1390 El Camino Real in Millbrae (Assessor Parcel Numbers 021-281-700 ("Property") for a total purchase price of $33,000,000, subject to approval of funding by the Board and authorization for the County Executive to execute the Certificate of Acceptance.
>
> IT IS FURTHER DETERMINED AND ORDERED that the County Executive, or designee, is hereby authorized and directed to execute the Certificate of Acceptance, as well as any and all notices, escrow instructions, and documents required to facilitate the purposes of the Agreement, and to file a Notice of Exemption from the California Environmental Quality Act.

(Exhibit A, p. 2.)

23. At the County's September 12, 2023 meeting, the Board of Supervisors heard public comment on the Resolution. During public comment, numerous residents and public officials from the City of Millbrae spoke in opposition to the Resolution, raising concerns about the impact the County's proposed public housing project would have on the City, its residents, its tax revenue, local businesses, and local jobs.

24. During the Board of Supervisors' deliberations on the Resolution, several Supervisors also acknowledged the impact the proposed project would have on the City, and specifically, the City's significant loss of tax revenue.

25. Nonetheless, the Board of Supervisors adopted the Resolution over the objections of Millbrae residents and representatives.

26. At no time did the Board of Supervisors acknowledge Article XXXIV or the need to put the proposal to a vote of Millbrae's qualified electorate before the County could adopt the Resolution.

Regardless of the County's Public Funding Source,

Article XXXIV's Referendum Approval Requirement Applies.

27. Article XXXIV, adopted by California's voters in 1950, reads:

> No low rent housing project shall hereafter be developed, constructed, or acquired in any manner by any state public body until, a majority of the qualified electors of the city, town or county, as the case may be, in which it is proposed to develop, construct, or acquire the same, voting upon such issue, approve such project by voting in favor thereof at an election to be held for that purpose, or at any general or special election."
>
> For the purposes of this Article, the term "low rent housing project" shall mean any development composed of urban or rural dwellings, apartments or other living accommodations for persons of low income, financed in whole or in part by the Federal Government or a state public body or to which the Federal Government or a state public body extends assistance by supplying all or part of the labor, by guaranteeing the payment of liens, or otherwise. For the purposes of this Article only there shall be excluded from the term "low rent housing project" any such project where there shall be inexistence on the effective date hereof, a contract for financial assistance between any state public body and the Federal Government in respect to such project.
>
> For the purposes of this Article only "persons of low income" shall mean persons or families who lack the amount of income which is necessary (as determined by the state public body developing, constructing, or acquiring the housing project) to enable them, without financial assistance, to live in decent, safe and sanitary dwellings, without overcrowding.
>
> For the purposes of this Article the term "state public body" shall mean this State, or any city, city and county, county, district, authority, agency, or any other subdivision or public body of this State.

> For the purposes of this Article the term "Federal Government" shall mean the United States of America, or any agency or instrumentality, corporate or otherwise, of the United States of America.

28. The County's proposed Millbrae Supportive Housing Project meets Article XXXIV's definition of "low rent housing project" in that it is intended to serve "low income County residents experiencing homelessness" and shall be funded, in whole or in part, with public money provided by or through the County.

29. The County meets Article XXXIV's definition of "state public body" in that it is a county and subdivision of the State of California.

30. "The purpose underlying adoption of Article XXXIV was to permit the people of a community to have a voice in decisions which affect the future development of their community and which could substantially increase their tax burden." (*Conway v. City of San Mateo* (1981) 127 Cal.App.3d 330, 334; *see also California Housing Finance Agency v. Elliot* (1976) 17 Cal.3d 575, 591; *James v. Valtierra* (1971) 402 U.S. 137, 143.)

31. The Legislature has placed no fewer than three constitutional amendments on the ballot to repeal Article XXXIV—all three have been defeated by voters with at least 58.93 percent or more of the vote.

32. "When construing a constitutional provision enacted by initiative, the intent of the voters is the paramount consideration." (*Davis v. City of Berkeley* (1990) 51 Cal.3d 227, 234.)

33. Given the above, Article XXXIV guarantees Millbrae's residents the right to vote on the project, and in so doing weigh the costs of the project on the community (namely, the loss of significant City tax revenue, impacts on nearby businesses, and the loss of local jobs associated with the closing of the hotel), against the obvious and pressing need for low income housing. (See *Davis v. City of Berkeley* (1990) 51 Cal.3d 227, 236.)

The Legislature's Attempt to Exempt Public Housing Projects Funded by Homekey From Article XXXIV Is Unconstitutional.

34. In 1976, the Legislature enacted the Public Housing Election Implementation Law (Health & Safety Code, § 37000 *et seq.*), which clarified that privately owned projects aided in

some part by public money, and mixed-income projects where no more than 49 percent of the dwelling units were reserved for low income households, were not "low income housing projects" for purposes of Article XXXIV. In adopting these "exemptions" to Article XXXIV's referendum approval requirement, the Legislature found that "new forms" of housing assistance "may allow for mixed income occupancy in developments representative of and competitive with similar market rate developments provided by the private sector" and such projects "may be subject to ad valorem property taxes." (Health & Safety Code, § 37000.) In other words, these "exemptions" were based on the impact the proposed project would have on the surrounding community and its tax burden, and were in no way based on the specific public funding source used to acquire, convert, develop, or operate the housing project.

35. In 1978, the California Supreme Court upheld these private-ownership and mixed-income "exemptions" from Article XXXIV's referendum approval requirement in *California Housing Finance Agency v. Patitucci* (1978) 22 Cal.3d 171, in great part on grounds that the types of projects exempted would not negatively impact the local community's tax base like the projects Article XXXIV was originally adopted to control.

36. In 2020, the Legislature adopted AB 83, which amended Health and Safety Code, section 37001, to add a new exemption from the voter approval requirement for public housing projects "using moneys received from the Coronavirus Relief Fund established by the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act."

37. In 2021, the Legislature adopted AB 140, which again amended Health and Safety Code, section 37001, this time to exempt from the voter approval requirement public housing projects using moneys from the Coronavirus State Fiscal Recovery Fund established by the federal American Rescue Plan Act of 2021 ("**ARPA**").

38. Unlike the clarifications made in the original 1976 Public Election Implementation Law, the recently enacted exemptions are based solely on funding source.

39. Article XXXIV, section 2, states, "The provisions of this Article shall be self-executing but legislation ***not in conflict herewith*** may be enacted to facilitate its operation." (Emphasis added.)

40. Exemptions to Article XXXIV's voter referendum requirement that are based solely on funding source conflict with Article XXXIV and are therefore unconstitutional.

41. While the County's Resolution does not explicitly provide that the acquisition and development of the Property for use as public housing will be funded through any specific funding program, the Resolution does reference "Homekey funds" and implies that Homekey grant money will fund at least some portion of the acquisition, conversion, development and operation of the proposed Millbrae Supportive Housing Project.

42. "Homekey funds" are grant funds disbursed by the California Department of Housing and Community Development. They are derived from the Coronavirus State Fiscal Recovery Fund ("CSFRF") established by the federal American Rescue Plan Act of 2021 ("ARPA") (Public Law 117-2) and the State General Fund.

43. On the City's information and belief, to date the County has not secured any Homekey funding from the California Department Housing and Community Development for the proposed public housing project.

44. Also on the City's information and belief, County representatives have expressed doubt that the County will ultimately receive any Homekey funds for this project, and that Measure K sales tax revenue, or some other unspecified funding source, will be used to fund the project if Homekey funds are not secured.

45. To the extent that Homekey funds are secured by the County for the project, and as a result, the County attempts to rely upon the 2020 and 2021 funding source-based exemptions added to Health and Safety Code, section 37001, such exemptions are unconstitutional because they directly conflict with Article XXXIV and *California Housing Finance Agency v. Patitucci* (1978) 22 Cal.3d 171.

46. To the extent the County does not secure Homekey funding for the project, and must rely on Measure K sales tax revenue, or any other public funding source, no possible exemption from Article XXXIV's referendum approval requirement could apply.

47. Thus, regardless of the ultimate source of public funding used by the County to acquire, convert, develop or operate its proposed public housing project, Article XXXIV mandates that Millbrae's qualified electorate approve the proposal by majority vote.

48. The County has not put the proposal to acquire, convert and redevelop as public housing the existing La Quinta Inn to a vote of Millbrae's qualified electorate, and instead adopted a Resolution "giving preliminary or final approval to a proposal or application which may result in housing assistance benefitting persons of low income without obtaining prior referendum approval pursuant to Article XXXIV of the California Constitution." (*See* Health & Safety Code, § 36003.)

FIRST CAUSE OF ACTION

(For Determination of Validity of San Mateo County Resolution No. ___

Due to Violation of Article XXXIV)

49. The City incorporates by reference the allegations in paragraphs 1 through 48, inclusive, as though fully set forth herein.

50. Article XXXIV mandates that no low rent housing project be developed by a state public body until a majority of the qualified electorate of the city in which it is proposed vote to approve the proposal.

51. Health and Safety Code, section 36003, permits any interested person to file suit to determine the validity of a public agency action giving preliminary or final approval to a proposal which may result in housing assistance benefiting persons of low income without obtaining prior referendum approval pursuant to Article XXXIV.

52. The County's adoption of the Resolution on September 12, 2023, declared the County's intent to purchase the Property and convert it to public housing. The County did not put

the proposal to a vote of the qualified electors of the City of Millbrae in violation of Article XXXIV.

53. To the extent that the County is relying upon the use of Homekey funding to exempt it from Article XXXIV's referendum approval requirement, the funding-source based exemptions enacted by the Legislature in 2020 and 2021 violate Article XXXIV and are unconstitutional.

54. To the extent that the County is relying upon the use of any other funding source, such as Measure K sales tax funds, no purported exemption from Article XXXIV's referendum approval requirement can possibly apply.

55. Because the County failed to put its public housing proposal to a vote of Millbrae's qualified electorate, adoption of the Resolution must be declared invalid and unlawful.

SECOND CAUSE OF ACTION

(For Writ of Mandate Rescinding and Vacating Resolution No. ____, Code Civ. Proc., § 1085, Failure To Proceed In The Manner Required By Law)

56. The City incorporates by reference the allegations in paragraphs 1 through 55, inclusive, as though fully set forth herein.

57. The County has a clear, present, ministerial and non-discretionary duty to follow the law. The County violated this duty in adopting the Resolution without first placing the County's public housing proposal to a vote of the qualified electorate of the City of Millbrae, as required by Article XXXIV.

58. While not required in traditional mandamus, the City has a clear beneficial interest in the County complying with Article XXXIV, given that the City's residents are guaranteed the opportunity to vote on the County's proposal under Article XXXIV, and the City will bear a significant and negative impact on local taxes, businesses and jobs as a result of the County's action.

59. In bringing this petition for writ of mandate, the City is also protecting an important public right.

60. The City has no plain, speedy, or adequate remedy at law other than a writ of mandate ordering the County to rescind and vacate its adoption of the Resolution.

61. The City is entitled to issuance of a writ of mandate ordering the County to rescind and vacate the Resolution, for all the reasons detailed above.

THIRD CAUSE OF ACTION

(Declaratory Relief)

62. The City incorporates by reference the allegations in paragraphs 1 through 61, inclusive, as though fully set forth herein.

63. A dispute has arisen between the City, on the one hand, and the County, on the other. The City contends that the County lacks the authority to acquire, convert, or otherwise develop the Property for public housing without the majority of the qualified electorate within the City voting to approve the proposal at an election held for that purpose, or at any general or special election. The City is informed and believes that the County, having already adopted the Resolution without putting its public housing proposal to a vote, contends that it is exempt from holding such an election.

64. The City therefore seeks a judicial determination and declaration to resolve this dispute. Specifically, the City seeks a declaration that the County cannot take any steps towards acquiring, converting or developing the Property without first putting the proposed public housing project to a vote of Millbrae's qualified electorate.

FOURTH CAUSE OF ACTION

(Injunctive Relief)

65. The City incorporates by reference the allegations in paragraphs 1 through 64, inclusive, as though fully set forth herein.

66. The City has no adequate or speedy remedy at law to prevent the County from taking actions in furtherance of its proposed Millbrae Supporting Housing Project in violation of Article XXXIV, unless the County, and its officers, members, agents, servants, employees,

representatives, and all other persons acting under the County, are restrained and enjoined from taking such actions.

67. The City therefore seeks a prohibitory injunction restraining the County, and its officers, members, agents, servants, employees, representatives, and all other persons acting under the County, from taking actions in furtherance of the acquisition, conversion, and development of the Property for public housing, unless and until the qualified electorate of the City of Millbrae votes to approve such a project.

PRAYER FOR RELIEF

WHEREFORE, the City prays for relief and judgment against the County as follows:

1. For the Court to render its judgment, adjudicating that the County's adoption of

> Resolution No. ____ DECLARING A) THE BOARD OF SUPERVISORS' INTENTION TO PURCHASE THE PROPERTY LOCATED AT 1390 EL CAMINO REAL, MILLBRAE (ASSESSOR PARCEL NUMBER 021-281-700) ("PROPERTY") FOR A TOTAL PURCHASE PRICE OF $33,000,000; AND B) AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("AGREEMENT") FOR THE COUNTY'S ACQUISITION OF THE PROPERTY FOR A TOTAL PURCHASE PRICE OF $33,000,000; AND C) AUTHORIZING THE COUNTY EXECUTIVE, OR DESIGNEE, TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND ANY AND ALL NOTICES, ESCROW INSTRUCTIONS, AND DOCUMENTS REQUIRED TO FACILITATE THE PURPOSES OF THE AGREEMENT, AND TO FILE A NOTICE OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

is invalid and void;

2. For issuance of a writ of mandate commanding the County to vacate, rescind and set aside its actions approving and adopting the Resolution unless and until it places its proposed Millbrae Supportive Housing Project to a vote of Millbrae's qualified electorate;

3. For a declaration that the County lacks the power to acquire, convert, and develop its proposed Millbrae Supportive Housing Project without first putting such proposal to a vote of Millbrae's qualified electorate;

4. For a preliminary and permanent injunction, restraining the County and its officers, members, agents, servants, employees, representatives, and all other persons acting under the County, from taking any actions in furtherance of the acquisition, conversion, or development of the Property located at 1390 El Camino Real unless and until such proposal passes by majority vote of Millbrae's qualified electorate;

5. For attorneys' fees pursuant to Code of Civil Procedure, section 1021.5;

6. For costs of suit herein incurred; and

7. For such other and further relief as the court may deem proper.

Dated: November 13, 2023

MANATT, PHELPS & PHILLIPS, LLP

By: _____
Jennifer J. Lynch
Attorneys for Plaintiff
CITY OF MILLBRAE

EXHIBIT A

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * * ***

RESOLUTION DECLARING A) THE BOARD OF SUPERVISORS' INTENTION TO PURCHASE THE PROPERTY LOCATED AT 1390 EL CAMINO REAL, MILLBRAE (ASSESSOR PARCEL NUMBER 021-281-700) ("PROPERTY") FOR A TOTAL PURCHASE PRICE OF $33,000,000; AND B) AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE A REAL ESTATE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("AGREEMENT") FOR THE COUNTY'S ACQUISITION OF THE PROPERTY FOR A TOTAL PURCHASE PRICE OF $33,000,000; AND C) AUTHORIZING THE COUNTY EXECUTIVE, OR DESIGNEE, TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND ANY AND ALL NOTICES, ESCROW INSTRUCTIONS, AND DOCUMENTS REQUIRED TO FACILITATE THE PURPOSES OF THE AGREEMENT, AND TO FILE A NOTICE OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the property located at 1390 El Camino Real, Millbrae (Assessor Parcel Numbers 021-281-700) ("the Property") is a 100-guest room hotel property built in 1988; and

WHEREAS, the Property consists of one two-story and one three-story building with approximately 45,895 square feet of space on a 1.08-acre lot, with a subterranean parking garage and a single-story equipment building; and

WHEREAS, the County has determined the Property should be converted to provide permanent rental housing to low-income County residents experiencing homelessness, and therefore desires to purchase the Property for that purpose; and

WHEREAS, pursuant to California Government Code section 25350, notices of the intention of the Board of Supervisors to purchase the Property were timely published in the County as provided by California Government Code section 6063; and

WHEREAS, Section 50675.1.4 of the California Health & Safety Code provides that the California Environmental Quality Act (CEQA) shall not apply to any project funded by HomeKey funds, and the acquisition of the Property is further exempt from CEQA as it can be seen with certainty that there is no possibility that the acquisition in question may have a significant effect on the environment; and

WHEREAS, the President of the Board's execution of the Real Estate Purchase and Sale Agreement and Escrow Instructions ("Agreement") will allow staff to complete the remaining conditions of closing, and the County Executive's execution of the Certificate of Acceptance and any other documents required to satisfy County's obligations under the Agreement will allow escrow to close and the Property to be vested in County.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors does hereby declare its intention to purchase the Property, located at 1390 El Camino Real in Millbrae (Assessor Parcel Numbers 021-281-700 ("Property") for a total purchase price of $33,000,000, subject to approval of funding by the Board and authorization for the County Executive to execute the Certificate of Acceptance.

IT IS FURTHER DETERMINED AND ORDERED that the County Executive, or designee, is hereby authorized and directed to execute the Certificate of Acceptance, as well as any and all notices, escrow instructions, and documents required to facilitate the purposes of the Agreement, and to file a Notice of Exemption from the California Environmental Quality Act.

* * * * *

EXHIBIT B

REAL ESTATE PURCHASE AND SALE AGREEMENT

AND ESCROW INSTRUCTIONS

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made and entered into as of the 6th day of July, 2023 (the "Effective Date"), by and between Ramkabir LLC., a California Corporation ("Seller"), and the County of San Mateo, a political subdivision of the State of California ("Buyer"). Buyer and Seller may also be referred to in this Agreement together as "Parties" and separately as "Party".

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **AGREEMENT TO PURCHASE AND SELL**. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller the following described property in accordance with the terms and conditions of this Agreement:

a. The real property and improvements located at 1390 El Camino Real, Millbrae, California, also known as the La Quinta Inn & Suites, identified as San Mateo County Assessor's Parcel Number 021-281-700, all as more particularly described on **EXHIBIT A**, attached hereto and incorporated herein by this reference (the "Property"); and

b. Property shall be delivered by Seller, unoccupied, with all fixtures, furniture and equipment existing on the Property used in Seller's hotel operations existing at the time of execution of this Agreement and described on **EXHIBIT B**, attached hereto and incorporated herein by this reference. **EXHIBIT B** shall be executed and delivered to escrow by Seller concurrently with the Grant Deed transferring title to the Property. Buyer shall execute and deliver a copy of the same **EXHIBIT B** to escrow concurrently with a Certificate of Acceptance to be recorded with the Grant Deed, accepting title to the Property.

c. Buyer agrees that Seller is selling the Property "As Is" in its current condition. Buyer is basing its decision to buy based on its investigation. Buyer agrees that Buyer undertakes to be aware at close of escrow of all applicable zoning and other governmental requirements applying to the Property and agrees to purchase the Property in such condition. Seller represents that it knows of no facts materially affecting the desirability of the Property which are known or accessible only to it and not known to, or within the reach of the diligent attention and observation of, the Buyer.

2. **SALE AND PURCHASE PRICE**. Subject to the terms and conditions contained in this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, fee ownership of the Property, subject to the following:

a. The total purchase price for the Property shall be THIRTY-THREE MILLION

DOLLARS AND ZERO CENTS ($33,000,000.00).

b. Upon final execution by Buyer, Buyer shall return a duplicate original of this Agreement to Seller, and shall open escrow pursuant to Section 3 below, and shall deliver to the Escrow Holder a copy of this Agreement.

c. Escrow shall be open for a period of ONE HUNDRED AND EIGHTY (180) days to allow Buyer to complete its investigation of the Property, and to satisfy all conditions described herein (the "Due Diligence Period").

d. During the Due Diligence Period, Buyer may, in its sole and absolute discretion, elect to terminate this Agreement based upon any of the following:

i. **Review of Title Matters**. Buyer's purchase of the Property under this Agreement shall be subject to review and approval of a final title report of the condition of title to the Property, including copies of all documents referred to therein and any and all other documents relating to title. Buyer shall identify in writing any exceptions to title that must be removed prior to closing.

ii. **Review of Physical Condition, Due Diligence**. Buyer's purchase of the Property under this Agreement shall be subject to Seller's delivery to Buyer for Buyer's review all material information in its possession, including but not limited to, environmental reports and notices, seismic/structural studies, permits and approvals, surveys, floor plans, property condition assessments and other building reports, notices of violation, or any other documents that are of significance to the Property and are known by Seller, or that Buyer may reasonably request. Buyer and its agents shall have reasonable access to the Property to conduct tests and perform due diligence investigations. Buyer shall hold Seller harmless for any damage caused by Buyer's entry. Buyer shall not perform any invasive testing without Seller's prior written consent, which shall not be unreasonably withheld. Any physical conditions of the property discovered shall not form a basis to modify the Purchase Price.

iii. **Review of Contracts and Other Matters**. Buyer's purchase of the Property under this Agreement shall be subject to review and approval of all contracts or other facts and circumstances affecting the Property and its intended use, including any third-party leases and service or maintenance contracts, which shall be completed within sixty (60) days of receipt of documents.

iv. **CEQA/Environmental Report(s)**. Buyer's purchase of the Property under this Agreement shall be subject to the content of a report of the purchase's conformity with the applicable general plan pursuant to California Government Code Section 65402 and/or a California Environmental Quality Act (CEQA) analysis, as may be required.

v. **FF&Es**. Buyer's purchase of the Property under this Agreement shall be subject to review and approval of the list of fixtures, mechanical systems, furniture and equipment existing on the Property and/or used in Seller's hotel operations, existing at the time of execution of this Agreement and described on **EXHIBIT B** hereof.

vi. **Availability of funds**. Buyer's purchase of the Property under this Agreement shall be contingent upon Buyer receiving sufficient funds through the Homekey Program for purchase of the Property.

e. Within thirty (30) days of the opening of escrow, Seller will deliver to the Escrow Holder the Grant Deed which has been duly executed and acknowledged by Seller, in a form approved by Buyer.

f. At least one (1) day prior to the close of escrow, Buyer shall deposit with the Escrow Holder a Certificate of Acceptance for the Property which has been executed by Buyer, in substantially the same form shown on **EXHIBIT C**, attached hereto and incorporated herein by reference, and the purchase price plus costs of pro-rations, fees, and expenses pursuant to this Agreement.

g. Satisfaction of any CEQA requirements for this transaction as determined by Buyer, and final approval of this Agreement by the County Board of Supervisors in a noticed public meeting and appropriation of funding by the County Board of Supervisors are express conditions precedent to Buyer's duty to purchase.

3. **ESCROW AND OTHER FEES**: Within three (3) days following the execution of this Agreement by Seller and Buyer, Buyer shall open escrow at Old Republic Title Company, in Los Altos, California, or at such other escrow company as may be agreed to by Seller and Buyer ("Escrow Holder"); with escrow instructions to be based upon the terms and conditions set forth herein, and Buyer shall deliver a copy of this Agreement to the Escrow Holder. On behalf of Buyer, the San Mateo County Executive, or designee, shall execute the necessary escrow instructions and/or additional documents which may be required to complete the closing of this real property transaction. This Agreement shall become part of the escrow and shall constitute the basic instructions and documents as are reasonably required to complete the closing of the transaction contemplated herein, in accordance with the terms and conditions of this Agreement. In case of conflict between this Agreement and any related escrow documents, the terms of this Agreement shall control.

The Closing under this Agreement shall be on or before February 1st, 2024 (the "Closing Date"). If the parties hereto mutually agree in writing to an earlier or later date, a minimum of 60 days notice of intended closing shall be provided. The "Closing" is defined for the purposes of this Agreement as the satisfaction of all conditions herein stated, except those conditions that may be, and in fact are waived by an express written waiver duly executed by the waiving party; and the recordation of a Grant Deed and Certificate of Acceptance which shall vest title to the Property in Buyer, and the deposit of the Purchase Price by Buyer into escrow.

Escrow, title, and other fees shall be paid as follows:

i. Buyer and seller shall each pay their share of escrow and title fees as customary in the County of San Mateo.

ii. Seller shall pay any and all costs including recording fees, relating to the removal of any debt on the property and any title defects.

iii. A Standard California Land Title Association owner's policy of title insurance covering the Property shall be paid for by Buyer, in favor of Buyer in the amount of the Purchase Price subject to all of the title exceptions that may be permitted by Buyer.

iv. Buyer shall pay for any additional title insurance coverage that may be required by Buyer, including any extended or ALTA coverage or endorsements to such policy requested by Buyer (to the extent available) together with the cost of any survey obtained by Buyer.

iv. Insurance premiums (if any) shall not be prorated. All existing insurance policies (if any) shall be canceled at time of Closing and Buyer acknowledges and agrees that Seller cannot endorse any such existing insurance policies to Buyer.

v. The following shall be prorated between Buyer and Seller as of 12:01 a.m. Pacific Time on the day upon which Closing occurs, on the basis of the actual number of days during the month in which the Closing occurs: utility charges, and any other matters typically prorated in the area where the Property is located shall be prorated between Seller and Buyer as of the Closing. Seller shall provide reasonable documentation to support the above items. Seller shall pay all general and special real property taxes, transfer occupancy taxes, and special assessments ("Taxes") in totality prior to closing.

vi. Unless otherwise agreed, the following items shall be paid current and prorated between Buyer and Seller as of Close of Escrow: real property taxes and assessments, interest, all general and special real property taxes, transfer occupancy taxes, and special assessments ("Taxes") in totality prior to closing.

vii. Seller shall terminate franchise agreement on or before close of escrow and deliver property free of such obligations.

Escrow Holder shall be obligated as follows:

i. To provide current preliminary title reports covering the Property, at Buyer's expense.

ii. To record prior to Closing, the Grant Deed and the Certificate of Acceptance

to be recorded concurrently, vesting title to the Property in Buyer.

iii. To issue or have issued to Buyer the California Land Title Association policy of title insurance required herein, and any alternative or extended coverage desired by Buyer.

iv. To provide Buyer a final closing statement with certification by the title company.

v. To provide Seller with funds due to Seller at close of escrow.

4. **COMMISSION**: It is understood that Buyer represents itself in this transaction and that any commission paid to any agent or broker representing Seller in this transaction shall be paid by Seller. Buyer shall not be responsible for the payment of any real estate commission and Seller shall indemnify, defend, and hold Buyer harmless and free from and against any and all claims, liabilities, costs, and expenses arising from any broker's commission or finder's fees.

5. **GOOD FAITH DISCLOSURE BY SELLER:** Seller shall make a good faith disclosure to Buyer of any and all facts, findings, or information known to Seller about the Property, including without limitation those relating to: historical uses; prior permitted uses; current uses including, but not limited to, express or implied contracts, leases and/or permits; geological conditions; biological conditions; archaeological sites; flood hazard area(s); special studies zones; zoning reports; environmentally hazardous material such as dioxins, oils, solvents, waste disposal, gasoline tank leakage, pesticide use and spills, herbicide use or spills or any other substances and/or products of environmental contamination. Any and all facts or information known by Seller concerning the condition of the Property shall be delivered to Buyer no later than thirty (30) days following Buyer's execution of this Agreement.

If such facts or information provided by Seller disclose conditions that adversely affect the continued or contemplated use of the Property, and that Buyer reasonably deems unacceptable, or if Buyer otherwise discovers such facts or information through tests and/or surveys which disclose such conditions, and Seller is unwilling or unable to correct such conditions to the reasonable satisfaction of Buyer or any governmental body having jurisdiction, then Buyer may, at its sole option, terminate this Agreement. Within ten (10) business days of actual receipt of said disclosure information, Buyer shall notify Seller of the conditions it deems unacceptable and the corrections desired and request Seller, at Seller's expense, to correct the condition(s) affected thereby to the reasonable satisfaction of Buyer and/or any governmental body having jurisdiction. Failure to so correct shall be grounds for termination of this Agreement.

Seller shall provide Buyer, within thirty (30) days of the opening of escrow, copies of all as-built drawings, diagrams, specifications, etc., in Seller's possession or reasonably obtainable by Seller. Seller shall also provide Buyer with copies of all property, fixture and equipment inspections, equipment warranties, and any other information in the possession of Seller or reasonable obtainable by Seller that would assist Buyer in determining the condition of the Property, premises, fixtures or equipment.

6. **INSPECTION BY BUYER:** Buyer, upon not less than 24-hour notice to the Seller, shall have the right of entry onto the Property to conduct such non-invasive and non-intrusive inspections and testing thereon as are, in Buyer's sole discretion, necessary to reasonably determine the condition of the Property. The scope of any such testing or inspection which requires physical sampling of all or any part of the Property shall be subject to:

a. The prior written approval of Seller, which approval shall not be unreasonably withheld by Seller.

b. Seller's receipt of a certificate of insurance evidencing any insurance coverage reasonably required by Seller pursuant to this Section 6.

c. The requirement that Buyer conduct all such inspections and testing, including the disposal of samples taken, in accordance with applicable law and at no cost or liability to Seller. Buyer shall complete such inspections and testing within the Due Diligence Period and shall restore all areas of the Property to its pre-test and pre-inspection condition as near as is practicable except that Buyer may elect in lieu of such restoration to close on the Property and acquire the Property subject to damage caused by such inspection. Nothing in this subsection shall operate to compel Buyer to close on the Property or assume the cost of damage to the Property caused by forces other than the inspections and testing performed pursuant to this subsection.

If any toxins or contaminates are discovered on the Property, Buyer shall notify Seller immediately, and Seller shall have the right, but not the responsibility, to take any actions in response to such notifications that it deems necessary in its sole and absolute discretion. If Seller elects not to take actions in response to such notifications, then, notwithstanding other provisions contained herein, Seller and/or Buyer shall have the right (prior to the expiration of the Due Diligence Period) to terminate this Agreement with no further liability.

Buyer shall give Seller written notice prior to the commencement of any testing or inspections in, on or about the Property, and Seller shall have the right to post Notices of Testing, and/or Notices of Non-responsibility as provided by law. All testing on the Property shall keep the Property free and clear of claims, charges and/or liens for labor and materials, and Buyer shall defend, indemnify and save harmless Seller, its agents and employees from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of, related to, or in connection with any such testing, inspection or entry by Buyer, its partners, officers, directors, members, shareholders, independent contractors, agents or employees.

7. **TITLE AND DEED:** Title to the Property is to be free of liens, encumbrances, restrictions, conditions, rights to possession or claims thereto (recorded and/or unrecorded) known to Seller, except:

a. All covenants, conditions, restrictions, and reservations of record approved by Buyer.

b. All easements or rights-of-way over the Property for public or quasi-public utility or public street purposes, if any, approved by Buyer.

c. All exceptions contained in the preliminary title report as may be approved by Buyer.

Buyer shall have the right to review the preliminary title report and disapprove in writing any items disclosed in said report prior to the close of escrow. Seller shall have thirty (30) days from receipt of Buyer's notice of disapproval to correct the condition(s) that adversely affect the Property. Failure to correct shall be grounds for termination of this Agreement by Buyer.

Seller may request escrow to be extended for ten (10) days where there is a need for Seller to correct an adverse condition unless Seller refuses to correct such condition or unless correction requires more than ten (10) days in which case escrow shall be extended to the date of refusal or date of correction respectively.

8. REPRESENTATIONS AND WARRANTIES OF BUYER: Buyer represents and warrants to Seller that the following statements are true and correct and shall be true and correct as if originally made on and as of the Closing:

(a) Buyer has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Buyer pursuant to this Agreement (collectively, "Buyer's Documents");

(b) this Agreement has been, and Buyer's Documents will be, duly executed and delivered by Buyer, or by duly authorized officers or representatives of Buyer; and

(c) except as otherwise set forth herein, no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery by Buyer of this Agreement and Buyer's Documents or the consummation by Buyer of the transactions contemplated by this Agreement and Buyer's Documents.

9. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to Buyer that the following statements are true and correct and shall be true and correct as if originally made on and as of the Closing:

(a) Seller has full power and authority to enter into and perform this Agreement and all documents and instruments to be executed by Seller pursuant to this Agreement (collectively "Seller's Documents");

(b) this Agreement has been, and Seller's Documents will be, duly executed and delivered by duly authorized officers or representatives of Seller;

(c) no consent, authorization, order or approval of, or filing or registration with, any governmental authority or other person is required for the execution and delivery by Seller of this Agreement and Seller's Documents, or the consummation by Seller of the transactions contemplated by this Agreement and Seller's Documents;

(d) to Seller's actual knowledge, there is no litigation pending or threatened against Seller which, if determined adversely, would have a material adverse effect on the Property or Seller's right to transfer title to the Property;

(e) Seller has not granted any option or right of first refusal or first opportunity to any party other than Buyer to acquire fee interest in the Property;

(f) To Seller's actual knowledge, the Property is not in violation of any federal, state, local or administrative environmental laws or requirements relating to industrial hygiene, environmental conditions or hazardous materials;

(g) To Seller's actual knowledge, the Property does not consist of any landfill or contain any underground storage tanks; and

(h) To Seller's actual knowledge, the improvements do not consist of any asbestos-containing materials or building materials that contain any other hazardous material or lead-based paints; there has been and is no release of any hazardous material in the Improvements or in, on, under or about the Property; and the Property is not subject to any claim by any governmental regulatory agency or third party related to the release of any hazardous material, and there is no inquiry by any governmental agency (including, without limitation, the California Department of Toxic Substances Control or the Regional Water Quality Control Board) with respect to the presence of hazardous material in the improvements or in, on, under or about the Property, or the migration of hazardous material from or to other real property, that has not been disclosed to Buyer.

Seller's representations and warranties set forth in this Section 9 shall survive the Closing. As used in this Agreement, "Seller's actual knowledge" means the current, actual knowledge of Seller, without duty to investigate and shall not include constructive knowledge or knowledge that Seller could have obtained through investigation or inquiry. No broker, agent, or party other than Seller is authorized to make any representation or warranty for or on behalf of Seller.

From and after the Effective Date, Buyer and Seller shall each immediately advise the other in writing of any information it receives which indicates that a representation or warranty made by Seller in this Section 9 is, or has become, untrue in any material respect. Seller shall have five (5) days from receipt of Buyer's written notice or from delivery of Seller's written notice to attempt to remedy the breach or inaccuracy in such representation or warranty. In the event Seller is unwilling or unable to remedy such inaccuracy within such period, Buyer shall have the right, as its sole and exclusive remedy, exercisable by giving written notice to Seller and Escrow Holder within five (5) days after the expiration of Seller's five (5) day cure period, either (i) to terminate this Agreement, or (ii) to consummate the transaction contemplated by this Agreement. If the Closing is scheduled to occur prior to said notice and curing periods, the Closing shall be delayed to provide for the expiration of both periods at least 5 days prior to the Closing. If Buyer elects to proceed with the Closing after Buyer has received Seller's written notice of any actual or alleged inaccuracy or breach of Seller's representations and warranties or after Buyer has discovered any such change in circumstances, then (a) Seller's representations and warranties shall be deemed revised in accordance with the change in circumstances as disclosed or discovered, (b) Buyer shall have waived any right or remedy concerning such change in circumstances, and (c) Seller shall be fully and forever released and discharged from any liability or obligation with respect to such change in circumstances.

10. TIME OF ESSENCE: Time is of the essence in the performance by the Parties in respect to this Agreement.

Real Estate Transaction

11. NOTICES: All notices, documents, correspondence, and communications concerning this transaction shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be sent through the United States mail duly registered or certified with postage prepaid. Notwithstanding the above, Buyer may also provide notices, documents, correspondence or such other communications to Seller by personal delivery or by first class mail postage prepaid and any such notices, documents, correspondence and communications so given shall be deemed to have been given upon actual receipt.

IF TO SELLER:
Ramkabir LLC.,
La Quinta Inn & Suites
C/O Arvind Desai
1369 Murchison Drive
Millbrae, CA 94030
(650) 455-2105
arvind@pacbell.net

IF TO BUYER:
Real Property Division
San Mateo County
555 County Center, 4th Floor
Redwood City, CA 94063
650-363-4047
cshaker@smcgov.org

ESCROW HOLDER:
Old Republic Title Company
Attn: Susan Goulet
167 S. San Antonio Rd., Suite 5
Los Altos, CA 94022
(650) 941-5700
sgoulet@ortc.com

12. SUCCESSORS: This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assignees of the Parties.

13. ASSIGNMENT PROHIBITION: Buyer shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Seller, which consent may be withheld. Any sale, assignment, or other transfer in violation of this Section 13 shall be null and void.

14. WAIVERS: No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving Party.

15. CONSTRUCTION: Section headings are solely for the convenience of the Parties and are not a part and shall not be used to interpret this Agreement. The singular form shall include

the plural and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

16. FURTHER ASSURANCES: Whenever requested by the other Party, each Party shall execute, acknowledge and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurances, approvals, consents and all further instruments and documents as may be necessary, expedient or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

17. THIRD PARTY RIGHTS: Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

18. INTEGRATION: This Agreement contains the entire agreement between the Parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the Parties respecting the purchase of the Property.

19. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument.

20. AMENDMENT: This Agreement may not be amended or altered except by a written instrument executed by the Parties.

21. PARTIAL INVALIDITY: Any provision of this Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Agreement shall be of no effect, but all remaining provisions of this Agreement shall remain in full force and effect.

22. EXHIBITS: All attached exhibits are incorporated in this Agreement by reference.

23. AUTHORITY OF PARTIES: All persons executing this Agreement on behalf of any Party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that Party.

24. GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws.

25. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES: In the event that the Parties hereto utilize facsimile transmitted documents or electronically transmitted documents which include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing original signatures are provided within seventy-two (72) hours of transmission; however, funds shall not be released nor shall documents be accepted for

recordation by the Santa Mateo County Recorder's Office until such documents bearing original signatures are received by Buyer.

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IN WITNESS WHEREOF, Buyer and Seller have executed this Purchase and Sale Agreement and Escrow Instructions by the respective authorized officers as set forth below to be effective as of the date executed by Buyer.

BUYER:
County of San Mateo
a political subdivision of the State of California

By: _____

Name: _____

Title: _____

SELLER:
Ramkabir LLC.
A California Corporation

By: _____

Name: ARVIND DESAI

Title: MANAGING MEMBER

EXHIBIT A

LEGAL DESCRIPTION

The land referred to is situated in the County of San Mateo, City of Millbrae, State of California, and is described as follows:

Parcel 2, as shown on that certain Parcel Map of Camino Terrace, Millbrae, San Mateo County, California, dated December, 1977 and being a resubdivision of that certain parcel of land described in that deed conveyed to David John Rivera, et al, recorded in Volume 5023, Official Records of San Mateo County, California, at page 213, and which parcel map was recorded December 29, 1977 in Volume 40, of Parcel Maps of San Mateo County, California, at Pages 21 and 22.

APN: 021-281-700

EXHIBIT B

SCHEDULE of FF&E's

EXHIBIT C

CERTIFICATE Of ACCEPTANCE

CERTIFICATE OF ACCEPTANCE

STATE OF CALIFORNIA, COUNTY OF SAN MATEO: SS.

THIS IS TO CERTIFY that the interest in real property conveyed by the GRANT DEED dated _____, 2023, from Ramkabir LLC., a California Corporation, as Grantor, to COUNTY OF SAN MATEO, a political subdivision of the State of California, as Grantee, is hereby accepted by order of the Board of Supervisors of the County of San Mateo on _____, 2023, pursuant to authority conferred by resolution of the Board of Supervisors of the County of San Mateo adopted on _____, 2023, and the County of San Mateo consents to recordation thereof by its duly authorized officer.

WITNESS my hand and official seal

this _____ day of _____, 2023

COUNTY OF SAN MATEO

By: _____
Michael P. Callagy
County Executive Officer