

**Free Recording Requested Pursuant to  
Government Code Section 27383**

**When recorded, mail to:**

Mayor's Office of Housing and  
Community Development of the  
City and County of San Francisco  
1 South Van Ness Avenue, 5<sup>th</sup> Floor  
San Francisco, California 94103  
Attn.: John Lucero

File #:

APN #: Block: Block # Lot: Lot #

ESCROW #:

Property Address:

San Francisco, CA

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF RIGHT OF FIRST REFUSAL TO PURCHASE PROPERTY**

This Grant of Right of First Refusal is made on \_\_\_\_\_, by ("Buyer") of , **San Francisco, CA** to the City and County of San Francisco, acting through Mayor's Office of Housing and Community Development, 1 South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94103 or its designated agent ("City").

a. City held a right of first refusal to purchase the real property (the "Property") located in the City and County of San Francisco, and described more particularly as follows:

See Exhibit "A" attached hereto and made a part hereof

which was granted to the City by \_\_\_\_\_ under the document dated **and** recorded as Document number **on** in \_\_\_\_\_ of Official Records of the City and County of San Francisco (the "Prior Right").

- b. City exercised its right to purchase the Property and assigned its right to Buyer.
- c. As of the date of the recording of this Grant of Right of First Refusal, Buyer has acquired the Property.
- d. The Property is not currently being offered for sale, but Buyer recognizes the possibility that he/she may be offering the Property for sale at some later date.
- e. The City may desire to purchase the Property if and when it is offered for sale.

Now, therefore, in consideration of the City assigning its right to purchase the Property to Buyer under the Prior Right, Buyer grants to the City a Right of First Refusal to Purchase Property, as follows:

1. If Buyer desires to sell the Property and accepts from a third party a bona fide offer to purchase the Property, Buyer will send a copy of the offer to the City within 10 days after Buyer receives the bona fide third-party offer. The bona fide third-party offer must be in the form of a fully executed purchase agreement.

2. City will have 45 days after receiving a copy of the bona fide third party offer and confirming that the offer is acceptable to City to elect to purchase the Property for the same price offered by the third party, and on the terms provided in this Grant of Right of First Refusal and otherwise reasonably acceptable to City, notwithstanding any other terms set forth in the bona fide third party offer. Within 15 days after City's notice that City elects to purchase the Property, Buyer and City will enter into a formal contract of sale in a form and on the terms reasonably acceptable to City, but the contract of sale must specify that the close of escrow occur not more than 90 days after the effective date of the contract.

3. If the City does not elect to purchase the Property, or fails to give the notice and enter into the contract of sale as provided in Paragraph 2, this Grant of Right of First Refusal and the City's rights under this Grant of Right of First Refusal will terminate and Buyer will be relieved of liability to City under this Grant of Right of First Refusal and may dispose of the Property as Buyer sees fit, **so long as** any subsequent sale, transfer or other disposition of the Property is for the same or greater price (however paid, including, but not limited to, credits, third party funding or credits, transfers of personal property, trade or otherwise) as the purchase price set forth in the bona fide third party offer provided to City. At least 3 business days before the closing of any such sale, transfer, or disposition of the Property, Buyer will send, cause the escrow or title company to send, to City the estimated closing statement setting forth the acquisition price of the Property (however such amount may be paid).

4. If, through no fault or inaction on the part of Buyer, City fails to enter into the contract of sale described in Paragraph 2 within 15 days after City's election to purchase the Property, then, as Buyer's sole remedy, this Grant of Right of First Refusal and City's right of first refusal will terminate, Buyer will be relieved of all obligations to City under this Grant of Right of First Refusal, Buyer may dispose of the Property as Buyer sees fit, and City will have no obligations to Buyer or be liable for damages of any kind.

5. As soon as possible but not later than 30 days after City's election to purchase the Property, Buyer will obtain a current preliminary title report (or other evidence of marketable title to the Property acceptable to City in its sole discretion) and submit it to City for examination.

6. City has the right to assign its interests under this Grant of Right of First Refusal and/or to designate an individual or entity to exercise its rights under this Grant of Right of First Refusal, provided that any such assignee or designee agrees to perform all of the City's obligations under this Grant of Right of First Refusal.

7. This Grant of Right of First Refusal runs with the land and will remain in full force and effect until the date on which the City has exercised or waived its right to purchase the Property as provided in this Grant of Right of First Refusal [notwithstanding any prior repayment of any loan from the City or reconveyance of the deed of trust securing the loan]. **But**, if **(a)** City elects to purchase the Property as provided in this Grant of Right of First Refusal, but the City's purchase of the Property fails to close due to a default by Buyer under the contract of sale, or **(b)** City does not elect to purchase the Property or fails to send a timely election notice and the sale of the Property under Paragraph 3 above is for less than the purchase price set forth in the bona fide third party offer provided to City, then this Grant of Right of First Refusal will be automatically revived and in full force and effect notwithstanding the City's exercise. If this Grant of Right of First Refusal is revived as provided under this Paragraph 7, clause (b), then, in addition to City's rights at law or in equity, City will have the right to accept or reject the bona fide third party offer for the sale that is pending under the terms of Grant of Right of First Refusal under the City's standard procedure, or require the proposed transferee to grant to City a right of first refusal to purchase this Property using the form of grant acceptable to City.

8. If Buyer, or Buyer's successor in interest transfers the Property without complying with the requirements of this Grant of Right of First Refusal (including, but not limited to failure to provide a third

party offer acceptable to City under Paragraph 2), then this Grant of Right of First Refusal will bind Buyer's transferee and, in addition, City will have all rights at law and in equity, including, but not limited to, the right to seek nullification of the transfer to the transferee.

Executed at San Francisco, California on this date first written above.

**BUYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Notary Acknowledgment(s) Attached**

SAMPLE

Exhibit A  
Legal Description

SAMPLE