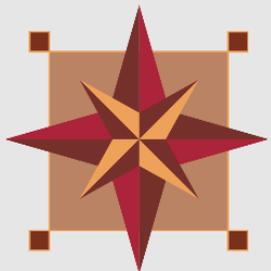


# Larkspur Landing Request for Qualifications

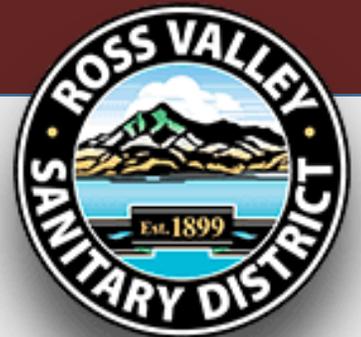


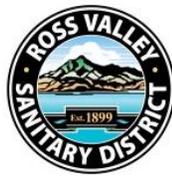
## Pre-RFQ Submittal Meeting

August 22, 2025



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## **AGENDA**

Introduction

Location Overview

Site Characteristics

Land Use

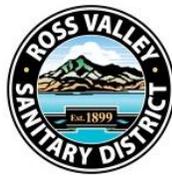
Development Parameters

Developer Role & Transaction Terms

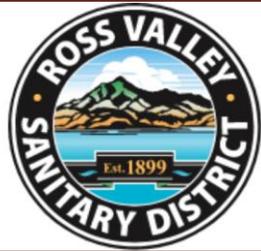
RFQ Schedule

Evaluation Process & Criteria

Next Steps



## Ownership



**ROSS VALLEY**  
SANITARY DISTRICT

The Ross Valley Sanitary District (“RVSD”) was established in 1899 and is one of California’s oldest sanitary districts. RVSD operates and maintains approximately 200 miles of collection sewer lines and 19 pumping stations which collect, pump, and transport approximately four million gallons of wastewater per day to Central Marin Sanitation Agency for treatment.

The Ross Valley Sanitary District service area includes Fairfax, San Anselmo, Ross, Larkspur, Bon Air, Sleepy Hollow, Kentfield, Kent Woodlands, Oak Manor and Greenbrae.

RVSD is seeking to dispose of the 2000 Larkspur Landing Circle property (“Property” or “Subject Property”) through a public offering process.

## Advisor



CENTURY | URBAN

CU Advisory Corporation and its affiliate (collectively “Century | Urban”) acts as RVSD’s strategic real estate advisor to present this RFQ-P opportunity to acquire the Property.

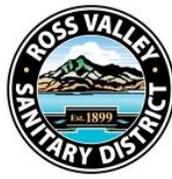
Century | Urban is a privately held full-service, real estate investment, advisory, and project management firm headquartered in San Francisco and founded in 2010. The firm has a commitment to excellence, integrity and attention to detail, in every aspect of its work. The firm’s Managing Principals have over 50 years of experience in negotiating public-private partnerships, transaction structures, development agreements, calibration of public benefits, affordable housing, disposition, financing and leasing negotiations of real estate transactions in all major property types.

Century | Urban will lead the RFQ-P process for the Property on behalf of RVSD.

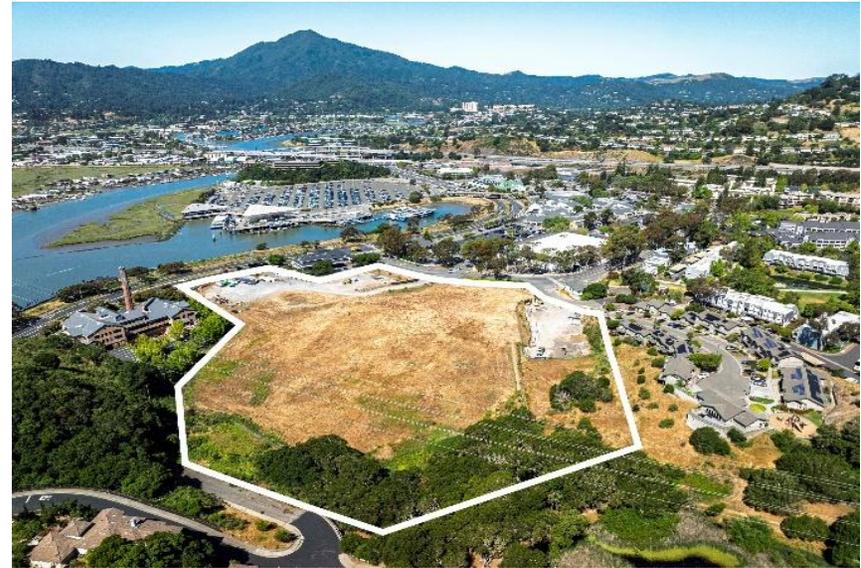
# Introduction - Site Overview

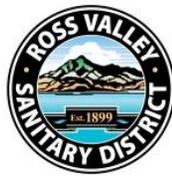
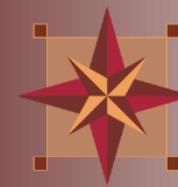


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- ❖ Subject Property provides a unique opportunity to develop a residential project in premier location on approximately 10.7 acres of predominately undeveloped land located in Larkspur, California.
- ❖ Property is well located in supply-constrained market, directly across from Marin Country Mart, and in close proximity to multiple transit and transportation options.
- ❖ RVSD is seeking qualifications from interested developers enter into option agreement to purchase Property, complete entitlements for, and subsequently exercise option to purchase Property.



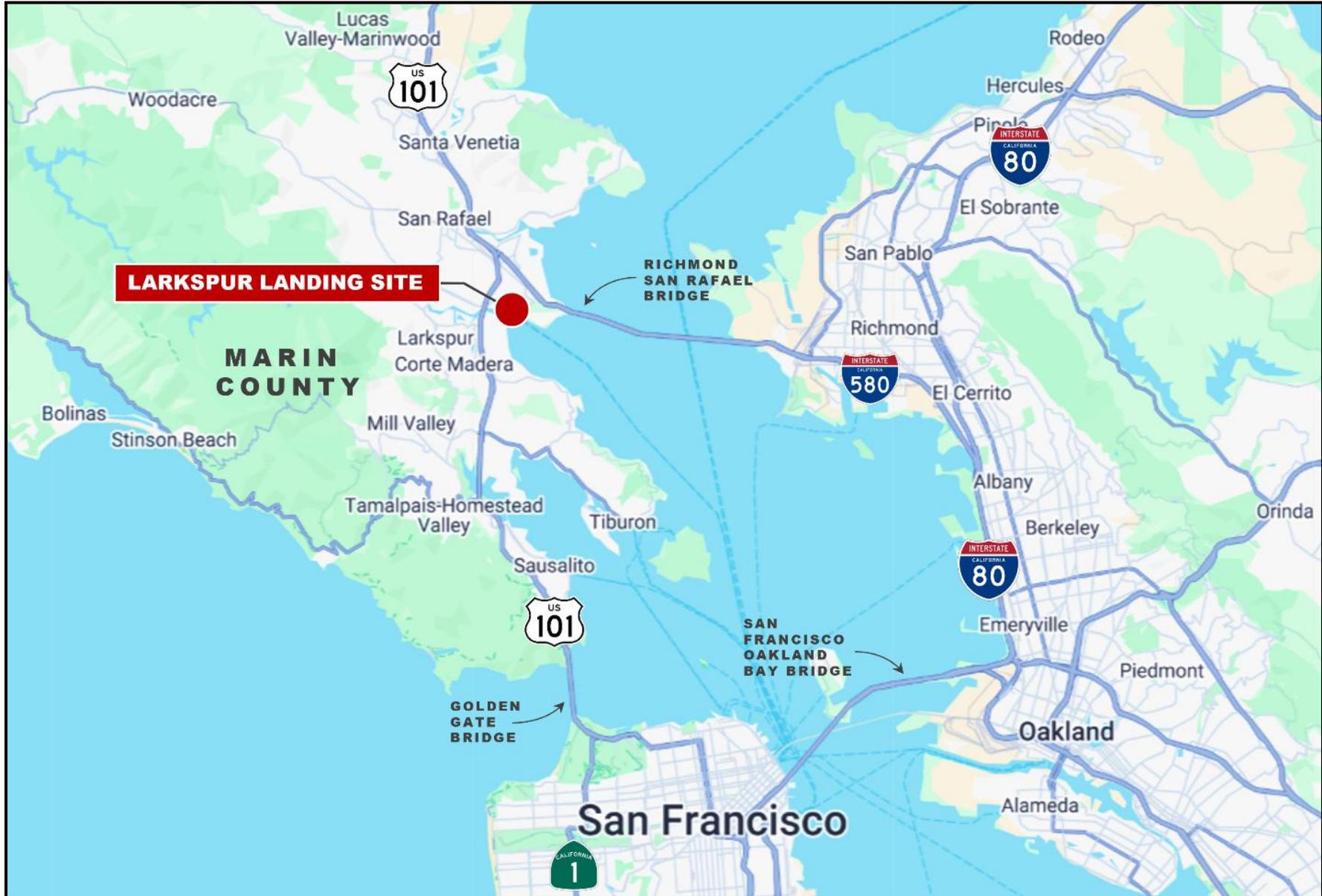
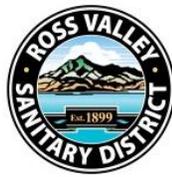


- ❖ Subject Property is located in Larkspur, California, thriving enclave of Marin County, which is situated approximately 13 miles north of San Francisco with compelling market attributes that include:
  - Variety of amenities for residents including boutique curated retail, abundant open space, hiking trails, direct access to the San Francisco Bay, and centralized location to major commercial hubs.
  - 13,000 highly educated residents with approximately 70% holding a Bachelor's degree or higher.
  - Average household income within 5-mile radius of approximately \$214,000.
  - Suburban community composed primarily of detached single family residential housing with average sale price of over \$2 million.
  - Largely developed and geographically constrained market resulting in relatively few new housing developments.
- ❖ Larkspur Landing is one of only a few major sites available for future development.

# Location - Regional



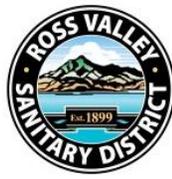
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# Location – Immediate Vicinity



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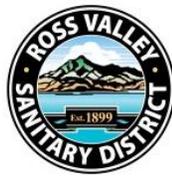
- ❖ Property is well-located in close proximity to number of retail and transit and transportation options including:
  - Marin Country Mart, premier 175,000-square-foot upscale retail destination located directly across street.
  - Five-minute walk to Golden Gate Larkspur Ferry Terminal providing direct access to San Francisco and broader Bay Area.
  - Seven-minute walk to Larkspur SMART Train station, which provides convenient access to Sonoma-Marín corridor.
  - Sir Francis Drake Boulevard, major regional corridor, on which Property is situated.

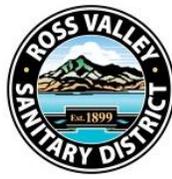


# Location - Immediate Vicinity



CENTURY | URBAN



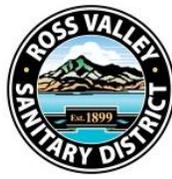


- ❖ Subject Property encompasses two contiguous parcels (APNs 018-260-02 and 018-260-03) totaling approximately 10.7 acres.
- ❖ Subject Property is predominantly unimproved land and has been utilized by RVSD as field office, general storage, and water pump station with minor structural improvements located on Property's southern portion.
- ❖ Subject Property features tiered grading with elevated retaining wall to north and mild grade trending downwards towards Property's southern boundary.
- ❖ The site provides multiple potential vehicular access points including:
  - Sir Francis Drake Boulevard to south
  - Larkspur Landing Circle to west
  - Drake's Cove Road to east
  - Drake's Way to north
- ❖ Public utilities, such as water and electricity, are available directly to site.

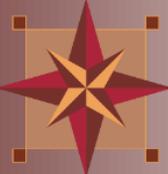
# Site Characteristics



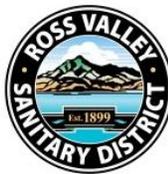
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# Site Characteristics



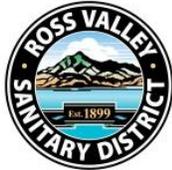
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# Site Characteristics



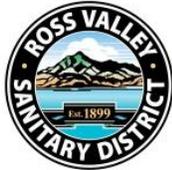
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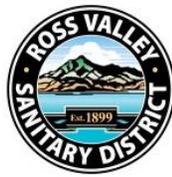


# Site Characteristics

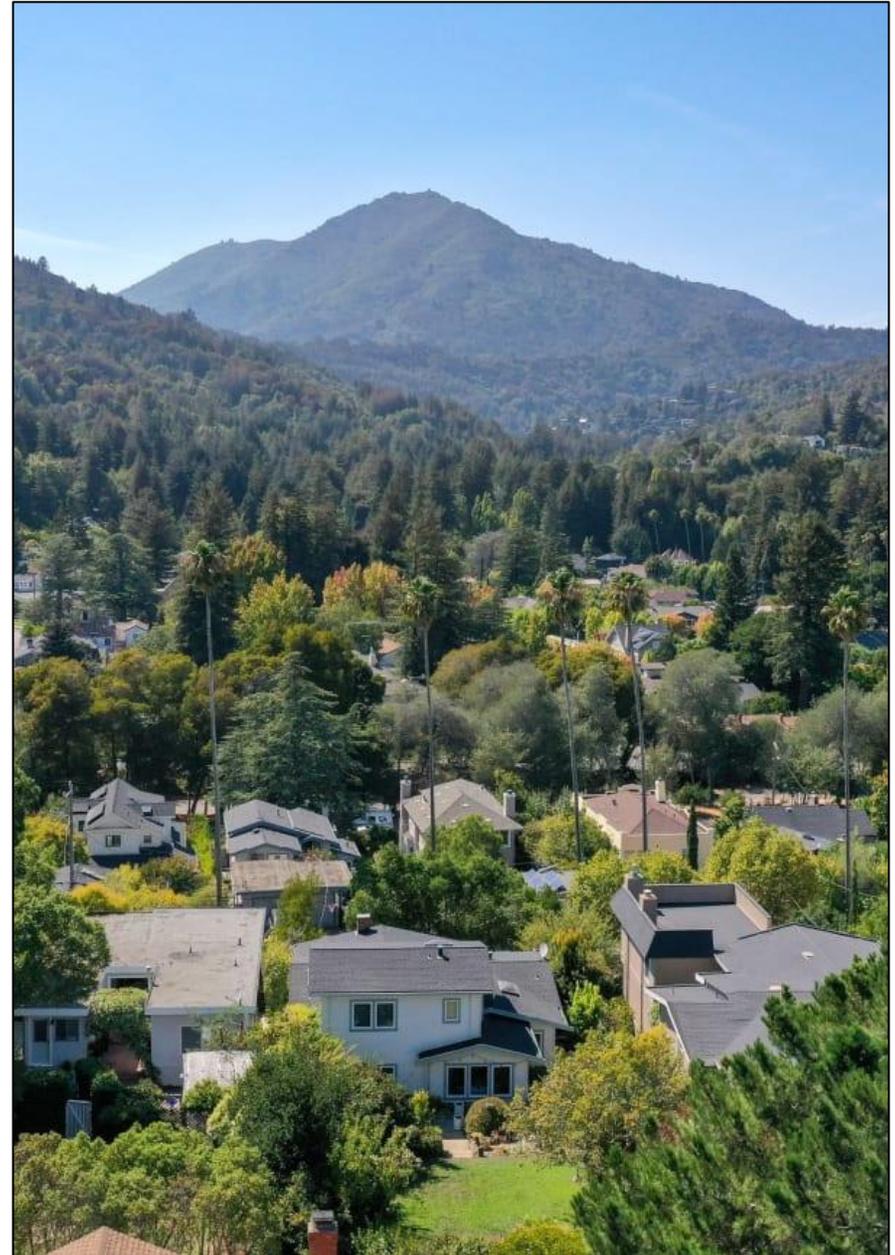


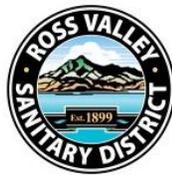
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- ❖ Wastewater treatment plant was previously located on Property. Property previously contained trace concentrations of polychlorinated biphenyls (“PCBs”), which were present in paint applied to concrete administration buildings, which were crushed and used as backfill in 1999.
- ❖ Remediation of site was performed in 2019 in accordance with remedial action plan approved by U.S. Environmental Protection Agency (“EPA”) with a No Further Action Letter (“NFA”).
- ❖ Included removal of approximately 64,000 tons of soil and debris as well as 2,600 tons of hazardous waste. Excavated areas were then backfilled with clean soil.
- ❖ Site cleanup completion report was submitted to and accepted by EPA in December 2021 enabling unrestricted use of Property.
- ❖ See RFQ Attachment A for EPA December 14, 2021, Clean-Up Acknowledgement Letter.

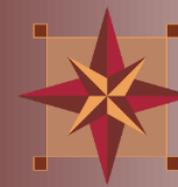




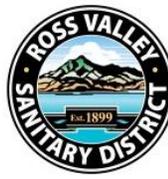
- ❖ City of Larkspur's General Plan and Housing Element updated and adopted in September 2024 provide framework for City's land use and long-range planning goals including compliance with State of California's Regional Housing Needs Allocation ("RHNA").
- ❖ Housing Element specifically identifies Property as site inventory available and suitable for residential development under City's RHNA goals.
- ❖ Responding parties should review and familiarize themselves with all applicable land use documents.



# Land Use – Housing Element / Zoning – Housing Priority Overlay



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## General Plan

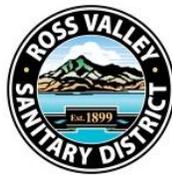
- ❖ Subject Property is designated as Mixed Use under adopted General Plan.
- ❖ See RFQ Attachment B for City of Larkspur 2040 General Plan Adopted September 4, 2024.

## Housing Element

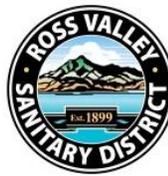
- ❖ Two parcels comprising Subject Property are designated housing sites in City's Housing Element and have been assigned a realistic capacity of 320 units.
- ❖ See RFQ Attachment C for City of Larkspur 6th Cycle Housing Element (2023-2031) Adopted September 4, 2024.

## Zoning - Housing Priority Overlay

- ❖ Subject Property was rezoned with Housing Priority Overlay designation pursuant to Section 18.101.030 of Larkspur Zoning Code.
- ❖ Section 18.101.030 of Larkspur Zoning Code states that housing on the Subject Property shall be allowed "by right" so long as project:
  - ✓ Contains at least 20% of its units as affordable to lower income households
  - ✓ Meets the density range of 25 to 35 units per acre
  - ✓ Complies with City's Objective Design and Development Standards

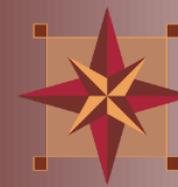


- ❖ City adopted Multi-Family Residential Objective Design & Development Standards (“ODDS”) in 2023 providing objective and clear design standards for multi-family and mixed-use housing developments (may include for sale, for rent or senior housing).
- ❖ California Housing Accountability Act (“HAA”) limits City’s ability to deny, reduce density of, or increase infeasibility for housing projects that both adhere to approved ODDS and contribute to housing goals.
- ❖ ODDS designates Subject Property as “T5 Transit Village”, which is intended to provide a walkable, vibrant district of large footprint, high-intensity mixed-use buildings and housing choices supporting ground floor retail, food & services. The designation is characterized by block-scale and attached buildings, large building footprints, and minimal to no front or side setback requirements.
- ❖ Maximum of five stories permitted with ability to increase to seven stories with bonus. Projects must be designed to these standards, subject to waivers and concessions under State of California law, to take advantage of ministerial review process.
- ❖ See RFQ Attachment D for ODDS.

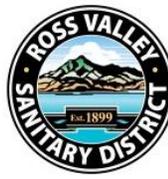


- ❖ State of California Surplus Lands Act (“SLA”) requires public agencies disposing of surplus land that is suitable for residential development to adhere to State mandated notification and disposition requirements unless proposed development qualifies for exemption.
- ❖ In coordination with California Department of Housing and Community Development (“HCD”), RVSD Board of Directors has adopted resolution declaring Subject Property to be exempt surplus land pursuant to SLA Section 54221f(1)(H).
- ❖ Among other requirements, Section 54221f(1)(H) requires development of minimum of 300 units and restriction of at least 25% of units to lower-income households as defined in Section 50079.5 of the Health and Safety Code (i.e., households earning up to 80% of Area Median Income (“AMI”))
- ❖ In addition, development of affordable units must occur prior to or concurrently with and in proportion to development of market rate units.
- ❖ Selected developer must adhere to all applicable SLA requirements including, but not limited to, affordability, phasing, and minimum residential density standards.
- ❖ See RFQ Attachment E for Updated Surplus Land Act Guidelines dated August 1, 2024 and RFQ Attachment F for RVSD February 14, 2025 Staff Report for February 19, 2025 Board of Directors Meeting regarding adoption of the resolution declaring Subject Property to be exempt surplus land.

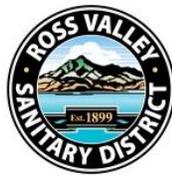
# Land Use – City Inclusionary Requirements



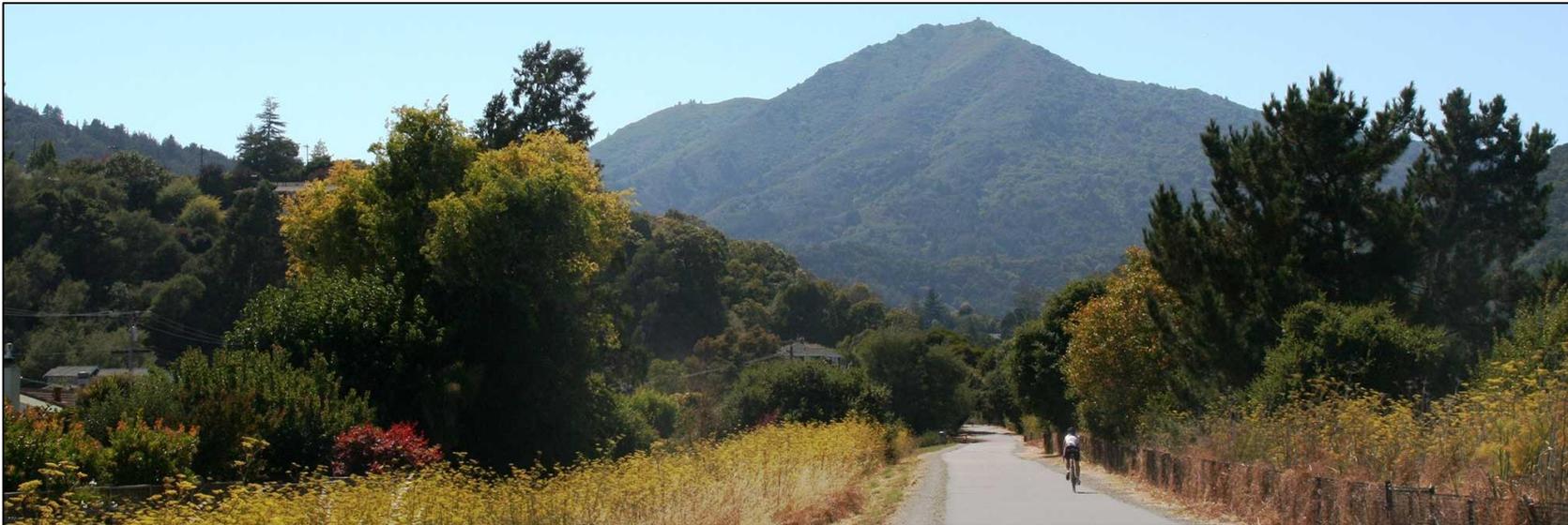
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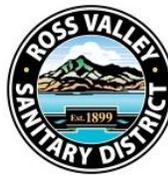


- ❖ Chapter 18.25 of City of Larkspur’s Municipal Code specifies City’s current inclusionary requirements.
  - Rental projects with 30 or more units have two inclusionary compliance options: (1) 15% of units at very low income and 5% at moderate income; or (2) 10% of units at very low income, 5% at low income, and 5% at moderate income.
  - For-sale projects with 30 or more units must provide 5% of units at low income, 10% at moderate income, and 5% at above moderate income.
- ❖ City defines target AMI levels for income tiers as Very Low: 50% AMI, Low: 65% AMI, Moderate: 100% AMI, and Above Moderate: 135% AMI.
- ❖ However, City has indicated that Housing Priority Overlay Zone requirement that at least 20% of residential units in project to be developed on Subject Property be affordable to lower-income households as described under Zoning above supersedes City’s inclusionary requirements.
- ❖ Since project to be developed on site is already required to restrict at least 25% of residential units to lower-income households to qualify Property as exempt surplus land under SLA, by default, Housing Priority Overlay Zone requirement will also be satisfied.



- ❖ Additional entitlement approvals needed to develop Property will be dependent on project scope and parameters proposed by developer.
- ❖ At minimum, proposed projects will be subject to design review per City's ODDS, General Plan, and other potential planning provisions.
- ❖ Proposed projects will also be required to comply with California Environmental Quality Act ("CEQA"). CEQA compliance approach will be dependent on parameters of proposed development project.
- ❖ See RFQ Attachment G for City of Larkspur 2040 General Plan Final Environmental Impact Report July 2024 ("FEIR").





## **RVSD Retained Portion of Subject Property**

- ❖ RVSD will retain up to 0.5-acres of Property adjacent to existing RVSD Pump Station 10 located in southwestern portion of site. Retained portion of site will be used by RVSD for access and maintenance of pump station and will encompass existing field office building.
- ❖ RVSD will require vehicular access to retained parcel from both Sir Francis Drake Boulevard and area north of parcel, which will require access point from and easement across Property.

## **Open Space**

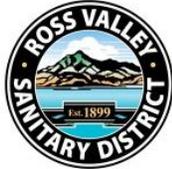
- ❖ Per ODDS, Property's T5 Transit Village designation requires projects to provide shared open space at ratio of 50 square feet per 1,000 square feet of designed site area.

## **Surplus Lands Act.**

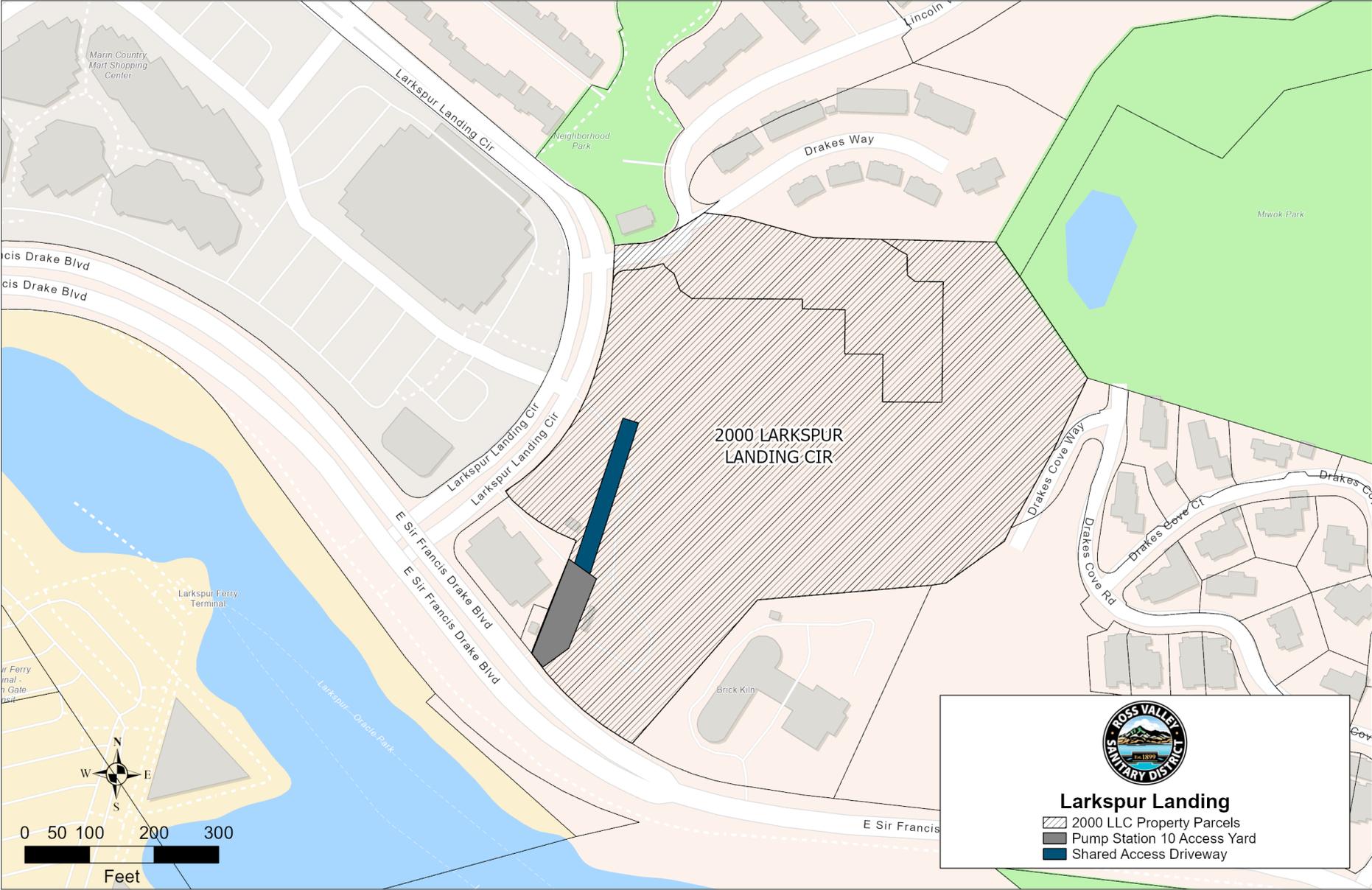
- ❖ Proposed project shall comply with all applicable provisions of SLA to maintain Subject Property as exempt surplus land.

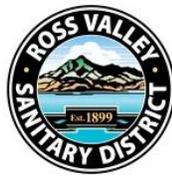
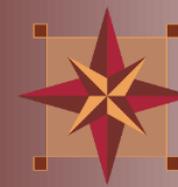
## **Other Development Parameters**

- ❖ Proposed project will comply with all applicable federal, state, and local requirements including, but not limited to, inclusionary/affordable housing requirements described above.



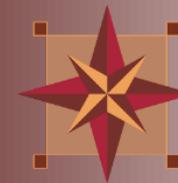
## RVSD Retained Portions of Site



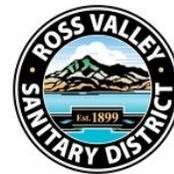


- ❖ Developer to be selected through this RFQ and subsequent Request for Proposals (“RFP”) process will lead prosecution and obtainment of all remaining entitlement approvals for development project as described above.
- ❖ Subject to approved business plan, RVSD will have major decision approval rights including, but not limited to, those relating to final site design, density, and product type.
- ❖ Developer will pay for all costs required to obtain remaining entitlement approvals with no obligation for reimbursement from RVSD.
- ❖ Proposed project for Subject Property will be developed in accordance with Disposition and Development Agreement (“DDA”) between RVSD and selected developer.
- ❖ DDA will include option for selected developer to purchase Property upon receipt of final non-appealable entitlements for project.

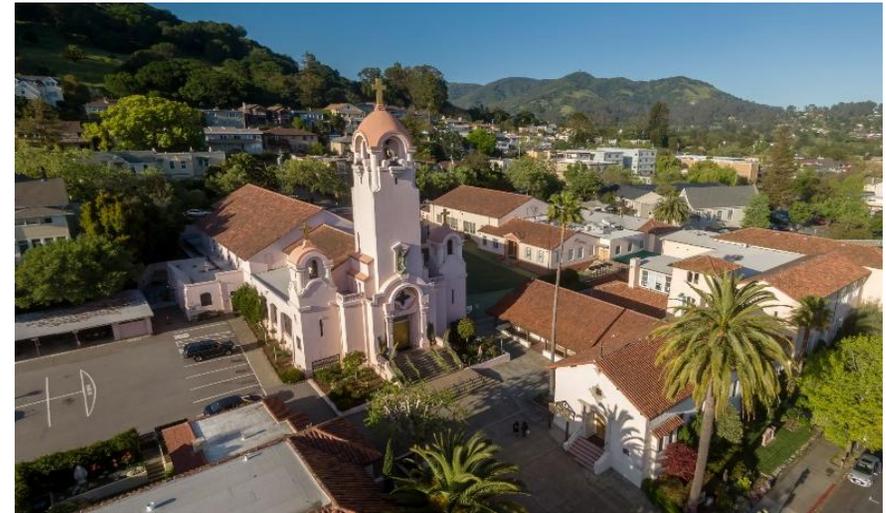
# Developer Transaction Terms



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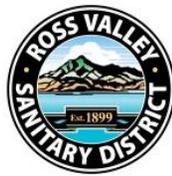
- ❖ Option purchase price will be based on pre-determined and agreed-upon price or pricing formula.
- ❖ Developer will be required to exercise option within specified timeframe after receipt of final non-appealable entitlements for proposed project.
- ❖ The option will have term of two years, during which initial deposit and subsequent option payments will be made by selected developer to RVSD.
- ❖ Deposit and option payments will be non-refundable and credited towards purchase price.



# Developer Transaction Terms



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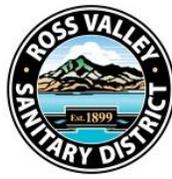


- ❖ If final non-appealable entitlements have not been obtained before expiration of option term, RVSD may terminate or extend option term at its sole discretion.
- ❖ To the extent that RVSD elects to terminate the option term, selected developer will have one-time right to exercise option and proceed with purchasing property based on the pre-determined and agreed-upon pricing provided that developer has made reasonable progress in obtaining entitlements and is in compliance with DDA and related business plan (see following slide).
- ❖ RVSD prefers outright fee simple sale of Subject Property but will consider developer proposals for long-term ground lease of portion of site.
- ❖ Closing of property purchase will be subject to recording of covenant requiring future development of Subject Property to comply with SLA requirements, including but not limited to, minimum unit count, onsite affordable unit percentage, and phasing of affordable units.
- ❖ Developer will also be required to indemnify RVSD and its affiliates from any penalties resulting from developer's failure to comply with any federal, state, or local requirements including, but not limited to, SLA requirements.

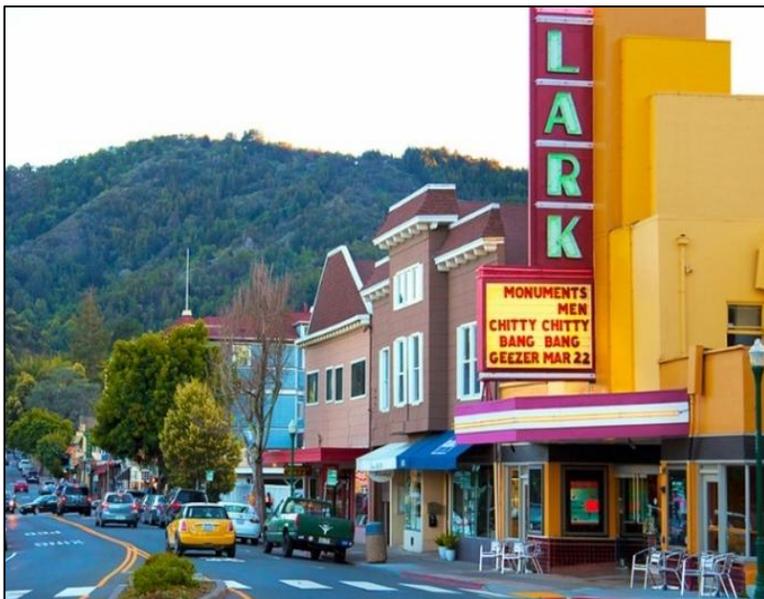
# Developer Transaction Terms

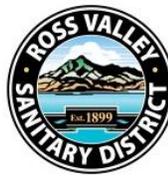


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- ❖ Approved detailed business plan will be attached as exhibit to DDA.
- ❖ Business plan will specify project parameters such as building program, product type, building stories, gross building square footage, parking stall count, number of buildings, phasing, entitlement timeline, total entitlement budget inclusive of design costs, and strategy for public/community outreach. Any deviations from approved business plan will require RVSD's major decision approval.
- ❖ Additional proposed transaction terms will be described in RFP to be issued to shortlisted developers.





1

**RFQ Issuance – August 4, 2025**

2

**Pre-RFQ Submittal Meeting – August 22, 2025 at 2:00 PM**

- Attendees to list company and employee name via the chat feature to receive points.

3

**Site Tour – September 3, 2025 at 10:00 AM**

- Responding firms are automatically registered.
- Respondents are required to check-in onsite to receive points.

4

**RFQ Questions – September 10, 2025, by 2:00 PM**

- Deadline to submit questions per above date.
- Aggregated responses will be posted on RVSD Larkspur Landing webpage within 1-week thereafter.

5

**RFQ Submittals – September 26, 2025, by 5:00 PM**

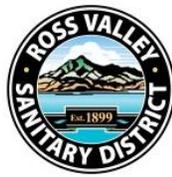
- Submittals are required to be sent via email prior to the above deadline.

6

**Select Short List to Receive RFP – October 17, 2025**

- RVSD will review submittals for overall completeness and will rank based on provided RFQ criteria. Interviews may be conducted prior to deadline.
- Notice will be provided to both short listed developers and all other respondents.

\* All dates are subject to change. Attendance at pre-RFQ submittal meeting and/or site tour is optional but will be considered by RVSD in evaluating RFQ submittals.

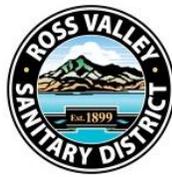


## Cover Letter

- ❖ RFQ respondents should provide cover letter containing
  - summary introduction of developer
  - summary of developer's experience and qualifications;
  - summary description of any proposed project concept(s) and/or anticipated approach to this opportunity.
- ❖ Cover letter should identify primary contact person for response and provide firm's name, legal entity, address, and contact information.

## Developer Experience

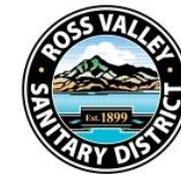
- ❖ Interested developers shall submit narrative outlining their firm's relevant experience including case studies of projects that are similar to Larkspur Landing project.
- ❖ Maximum of three case studies should be included in each respondent's RFQ submittal to evidence such experience and ability.
- ❖ Three references, who can attest to developer's capacity to complete and manage project similar to Larkspur Landing project, should be provided. Name, title, company, relationship to developer, address, e-mail address, and telephone number for each reference should be provided.



## Project Team

- ❖ Submittals shall include organizational chart outlining proposed development team members anticipated to work directly on project.
- ❖ Chart shall include project executive, who will have overall responsibility for project, and project lead, who will be day-to-day contact for project.
- ❖ RFQ submittals should describe clear organizational structure and roles of each identified team member including resumes for all key personnel.
- ❖ Brief description of project team management structure should be provided.





## Financial Capacity / Wherewithal

- ❖ RFQ submittals shall include overview of firm's current financial capacity including ability to undertake and fund or finance entitlements, option payments, site purchase, and project design and construction.
- ❖ Evidence of such financial capacity such as relevant current financial statements should be included in RFQ submittal.
- ❖ To extent that it is necessary to provide proprietary or confidential financial information, this information may be submitted separately in file marked "CONFIDENTIAL/PROPRIETARY INFORMATION" and will be treated accordingly subject to any applicable public disclosure requirements.
- ❖ Please see California Public Records Act Requests; Confidentiality below and in RFQ for additional information.
- ❖ RFQ responses should indicate affirmatively that respondent is willing and able to fund all required costs and pay market-rate price for Subject Property.

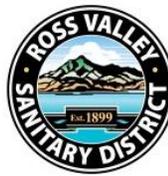


## Financial Capacity / Wherewithal - Continued

- ❖ RFQ submittals should include description of composition of current real estate portfolio owned and managed, along with ownership percentages, by respondent including general location, product types, square footage, unit counts, and total estimated valuation.
- ❖ Listing of all projects in respondent's current development pipeline including location, status, schedule, estimated cost, and financial commitments required of developer should be provided.
- ❖ RFQ submittals should also include narrative describing any current and/or pending litigation affecting developer.

## Submittal Format

- ❖ RFQs submittals shall be submitted in single PDF document subject to separate submittal of any proprietary or confidential information as described under Financial Capacity / Wherewithal above.
- ❖ Respondents are encouraged to provide concise submittals with maximum of 20 pages.

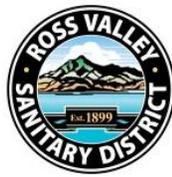


## Evaluation Process

- ❖ RFQ submittals will be evaluated by RVSD. Only submittals provided by specified submittal deadline will be evaluated.
- ❖ Responses to questions and/or clarifications after RFQ submittals have been received and evaluated may be requested.
- ❖ Based on RVSD's evaluation, short list of developers will be selected and invited to participate in RFP. All shortlisted and non-shortlisted respondents will be notified concurrently. Results will not be publicly shared. No additional submissions or unsolicited follow-up communication will be considered by RVSD.

## Evaluation Criteria

- ❖ RFQ responses will be evaluated based on submittal's presentation and completeness as well as developer's relevant experience, proposed project team, compatibility with RVSD policies and goals, and financial capacity/wherewithal.
- ❖ RVSD will evaluate each RFQ submittal and assign score to each evaluation criterion based on maximum potential scores shown in evaluation scoring chart in following slide.



## Site Tour – September 3, 2025 at 10:00AM

- ❖ All respondents to Pre-RFQ Submittal meeting are automatically pre-enrolled for site tour.
- ❖ At least one attendee per responding party is required to attend site tour for each responding party to be awarded corresponding points.
- ❖ Attendees will be required to sign-in prior to site tour.
- ❖ Attendees will meet at Larkspur Landing Circle entrance.
- ❖ Only one site tour will be performed and is expected to last approximately 30 minutes.
- ❖ Please note Subject Property is generally unimproved. It is advised that attendees wear appropriate footwear.



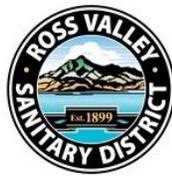
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**Thank You**

# Terms & Conditions



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Any information, tables, concepts and plans provided in this RFQ are preliminary and subject to change.

RVSD may modify this RFQ solicitation at any time by issuance of an addendum or addenda to responding and prospective developers.

RVSD may change the dates and the schedule contained in this RFQ solicitation at RVSD's sole discretion.

RVSD may, when and as deemed in the best interest of RVSD, cancel this solicitation and reject the responses submitted, in whole or in part, seek new responses, or require amendments or modifications to the RFQ or any of the responses, with no liability whatsoever, all in RVSD's sole discretion.

Any and all information submitted in response to this RFQ will be the property of RVSD and will not be returned to respondent developers. RVSD shall have the right to use any documents and information submitted in response to this RFQ.

Any costs or expenses incurred by the responding developers in preparing and submitting a response to this RFQ solicitation will be the sole responsibility of the responding developers and will not be paid or reimbursed to the responding developers by RVSD. The selected developer shall be responsible for all risks and for the payment of all costs and expenses in connection with its negotiations for a fee simple sale and/or ground lease and all related documentation, including any and all predevelopment and planning costs and expenses incurred by the selected developer and its team members. RVSD assumes no risk and shall not be responsible for any costs or expenses incurred by any respondent developers or the selected developer in connection with this RFQ/RFP solicitation process.

RVSD supports the principles of equal opportunity and will not discriminate and will not allow or permit discrimination on the basis of gender, race, color, national origin, religion, sexual orientation, age, or disability in the selection of the developer.

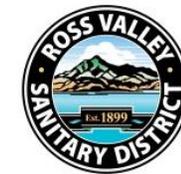
With the exception of a commission to be paid to CU Advisory Corporation, no third-party real estate brokerage commission will be paid by RVSD, and RVSD has no obligation to pay any real estate brokerage commission in connection with this RFQ or any subsequent RFP or any potential transactions resulting from this RFQ or any subsequent RFP. If a real estate brokerage commission is claimed through any responding developer or through the selected developer in connection with a transaction resulting from this RFQ or any subsequent RFP, then the responding or selected developer through which the commission is claimed shall indemnify, defend, and hold RVSD and its officers, officials, employees, volunteers, agents, attorneys, representatives, and consultants harmless from any liability related to such commission.

The selected developer shall, at its own expense, procure and maintain during the entire term of any agreement arising from this solicitation process, insurance of the kind and in the minimum amounts as specified by RVSD. These insurance provisions, however, are subject to change. All policies shall name RVSD and its designees as an additional insured.

# Terms & Conditions



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## California Public Records Act Requests; Confidentiality

All documents submitted in response to this RFQ will be subject to the California Public Records Act (CPRA – Government Code Section 6250 et seq.) (the “CPRA”), which generally mandates the disclosure of documents in the possession of RVSD upon the request of any person, unless the content of the document falls within a specific exemption category. Any confidential or propriety information which a respondent (“Respondent”) believes is exempt from disclosure under the CPRA (“Confidential Information”) must be enclosed in a separate file, folder, or envelope clearly marked as “CONFIDENTIAL/PROPRIETARY INFORMATION” and submitted with the rest of the RFQ response. Submittals where all information is so marked will be disregarded. Respondent (by virtue of submitting an RFQ response) acknowledges that RVSD has not made any representations or warranties that Respondent’s asserted Confidential Information will be exempt from disclosure under the CPRA or other applicable laws.

By submission of an RFQ response, Respondent agrees that if RVSD’s legal counsel, in their discretion, determines that release of Confidential Information is required by the CPRA or other applicable laws, including pursuant to order of a court of competent jurisdiction, RVSD may notify Respondent of RVSD’s intent to release Confidential Information. In such event, Respondent will have five (5) calendar days after the date of RVSD’s notice (“Objection Period”) to deliver to RVSD a written objection notice, which includes: (1) justification for non-disclosure of all or any portion of the requested Confidential Information; and (2) legally binding confirmation of Respondent’s indemnity and release obligations as set forth herein (“Objection Notice”). RVSD may release the Confidential Information if (i) RVSD does not timely receive an Objection Notice, (ii) a final and non-appealable order by a court of competent jurisdiction requires RVSD to release the Confidential Information, or (iii) RVSD’s legal counsel, in their discretion, upon review of the Objection Notice, determines that it does not satisfy the requirements set forth herein or that the requested Confidential Information is not exempt from disclosure under the CPRA or other applicable laws. If RVSD’s legal counsel, in their discretion, determines that only a portion of the requested Confidential Information is exempt from disclosure under the CPRA or other applicable laws, RVSD may redact, delete, or otherwise segregate the Confidential Information that will not be released from the portion to be released, and may key by footnote or other reference to the appropriate justification for not disclosing the unreleased Confidential Information. By submission of an RFQ response, Respondent agrees to defend, indemnify and hold harmless RVSD and its officers, officials, employees, volunteers, agents, attorneys, representatives, and consultants from and against any and all liabilities, claims, demands, damages, fines, penalties, costs and expenses (including attorneys’ fees and costs) arising out of or in any way connected with disclosure or non-disclosure of any of Respondent’s asserted Confidential Information.

By submission of an RFQ response, Respondent waives, releases and discharges forever RVSD and its officers, officials, employees, volunteers, agents, attorneys, representatives, and consultants from any and all present and future liabilities, claims, demands, damages, fines, penalties, costs and expenses (including attorneys’ fees and costs) arising out of or in any way connected with the disclosure or non-disclosure of any such Confidential Information. Respondent is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

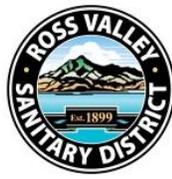
*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

As such relates to the RFQ process, Respondent hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

# Terms & Conditions



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## Hold Harmless

By participating in the RFQ process, each respondent agrees to hold RVSD and its officers, officials, employees, volunteers, agents, attorneys, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFQ.

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All such decisions and actions are to be taken in a party's sole judgment and discretion. Any investment in the opportunity discussed herein will be by separately negotiated agreement. This is not an offer of an investment opportunity in any jurisdiction where it is prohibited or where a pre-filing or other action is required. This offering is subject to prior placement and withdrawal, cancellation or modification without notice.