

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE LICENSE**

(License #P4588)

(Partially replacing and superseding
SFPUC Revocable Permit No. P3862 dated August 5, 1999
only to the extent it applies to Parcel No. 9)

THIS REVOCABLE LICENSE (this “**License**”) dated for reference purposes only as of July 14, 2023, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (the “**SFPUC**”), and CITY OF SAN BRUNO, a municipal corporation (“**Licensee**”). City and Licensee are sometimes collectively referred to in this License as the “**Parties**” or singularly as a “**Party**.”

RECITALS

- A. City owns real property identified as San Mateo County Assessor’s Parcel Numbers 093-340-060 and 093-340-020 in San Bruno. This property is also designated as Parcel No. 9 (“**Parcel No. 9**”) of the lands granted to City pursuant to that certain deed entitled “Market Street Railway Company to the City and County of San Francisco Transportation System Properties dated as of September 29, 1944.” The SFPUC refers to the lands conveyed under the deed as the “**Former Muni Right of Way**.”)
- B. City and Licensee are parties to a Revocable Permit dated August 5, 1999 (“**1999 Permit**”) whereby City licenses to Licensee portions of Parcel No. 10 and a portion of Parcels No. 9, 11 and 12 of the Former Muni Right of Way (“**Permit Area**”), as more particularly described in the attached **Exhibit A** and shown in the attached **Exhibit B**. Pursuant to the Permit, Licensee uses the Permit Area, including Parcel No. 9, to maintain a roadway, landscaping, and underground utility facilities on Huntington Avenue in San Bruno.
- C. Licensee proposes to construct a two-way bicycle path (“**Project**”) on Parcel No. 9, among other property. The Project will narrow the existing roadway median and vehicle travel lanes on Huntington Avenue to accommodate the construction of the bicycle path while also maintaining a pedestrian sidewalk along the northbound direction of the roadway.
- D. Licensee seeks to acquire Parcel No. 9 in fee from City to install and maintain the bicycle path on Huntington Avenue between Forest Avenue and San Bruno Avenue on Parcel No. 9, and City desires to sell Parcel No. 9 to Licensee (“**Sale Transaction**”).
- E. Prior to the completion of the Sale Transaction, Licensee desires to enter into a new short-term license allowing Licensee to continue to use Parcel No. 9 and to install the Project improvements on Parcel No. 9. Licensee acknowledges and agrees that (i) time is of the essence regarding its obligations to complete the Sale Transaction no later than two (2) years from the Actual Commencement Date of this License (“**Transaction Deadline**”); and (ii) but for Licensee’s express promise to complete the Sale Transaction

by the Transaction Deadline, City would not agree to issue this License to allow Licensee to install permanent improvements on Parcel No. 9.

- F. City and Permittee now desire to enter into this License to, among other things: (a) allow Licensee to install the Permitted Improvements (as hereinafter defined) on behalf of the Project; and (b) revoke, supersede and replace the 1998 Permit only as to the extent it applies to Parcel No. 9 with the terms contained in this License.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated into this License by this reference, the mutual covenants and obligations of the Parties contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agrees as follows.

BASIC LICENSE INFORMATION

The following is a summary of basic license information (the "**Basic License Information**"). Each item below shall be deemed to incorporate all of the terms set forth in this License pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this License, the more specific provision shall control.

City:	CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Utilities Commission
Licensee:	CITY OF SAN BRUNO, a municipal corporation
License Area (Section 1):	Parcel No. 9 in San Bruno, California, as more particularly described in the attached <u>Exhibit A</u> and shown in the attached <u>Exhibit B</u> , together with any appurtenances.
Term (Section 2):	Parcel No. 9: Two (2) years commencing on the Commencement Date. Actual Commencement Date: <u>August 1, 2023</u> License Term Expiration Date: <u>July 31, 2025</u>
Permitted Acts [or Improvements] (Section 4(a)):	(i) The installation of a two-way bicycle path; (ii) the modification of an existing roadway, median and concrete sidewalk to allow for the installation of the bicycle path; (iii) the installation of pedestrian signal lighting; (iv) the construction of drainage inlet improvements, and (v) the installation of the thermoplastic striping (" Permitted Improvements ") and the use, maintenance, repair and replacement of the Permitted Improvements.
Application Fee	\$2,000

(Section 7(a)):	
Recurring Use Fee (Section 7(b)):	\$2,400 with five percent (5%) annual increases
Licensee's Share of Property Taxes:	See <u>Section 30</u> [Taxes, Assessments, Licenses, License Fees, and Liens].
Notices:	See <u>Section 31</u> [Notices].
Key Contact for City:	SFPUC Real Estate Director
Telephone No. and Email:	(415) 487-5210 RES@sfpuc.org
Key Contact for Licensee:	Mr. Harry Yip Senior Civil Engineer (Traffic)
Telephone No. and Email:	(650) 616-7052 hyip@sanbruno.ca.gov
Alternate Contact for Licensee:	City of San Bruno – Public Works Department
Telephone No. and Email:	(650) 616-7065 PWEngineering@sanbruno.ca.gov

City and Licensee agree as follows:

1. License.

(a) City confers to Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of San Mateo, State of California, more particularly described in the attached **Exhibit A** (the “**License Area**”), for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The License Area is shown generally the Drawing attached as **Exhibit B**. This License gives Licensee a license only and notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the License Area. Nothing in this License shall be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS THE RIGHTS OF CITY IN THE LICENSE AREA ARE CONCERNED, AND LICENSEE SHALL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED

DATED AND RECORDED SEPTEMBER 29, 1944 IN VOLUME 1161, AT PAGE 1, OF OFFICIAL RECORDS OF SAN MATEO COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **EXHIBIT C** (THE “**DEED**”), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE “**RECORDED DOCUMENTS**”). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE LICENSE AREA, INCLUDING ANY APPROVALS, PERMITS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE CITY AND COUNTY OF SAN FRANCISCO UNDER THE RECORDED DOCUMENTS. FOR CITY’S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE SHALL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY LICENSEE ON THE LICENSE AREA PURSUANT TO THIS LICENSE, AND CITY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE LICENSE AREA FOR LICENSEE’S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE’S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, PERMITS, CONSENTS OR NOTICES FROM OR TO THE CITY AND COUNTY OF SAN FRANCISCO UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

(b) Partial Supersession and Revocation. Effective as of the Commencement Date (defined in **Section 2** [Term of License] below), this License shall immediately supersede, replace, and revoke the 1999 Permit only to the extent the 1999 Permit applies to Parcel No. 9, and the 1999 Permit shall be deemed to have terminated as to Parcel No. 9 as of the Commencement Date and have no further force or effect thereafter; provided, however, that any provisions expressly stated to survive under any the 1999 Permit shall continue; provided, further that such termination shall not nullify or release Licensee of any obligations accruing under any such instrument with respect to periods prior to the Commencement Date.

2. Term of License. The privilege conferred to Licensee pursuant to this License shall commence on the Actual Commencement Date, as shown in the Basic License Information. The Actual Commencement Date is the date on which this License is executed and delivered by City following the SFPUC authorization and approval and the receipt of all fees, insurance certificates, and security required to be provided by this License (the “**Commencement Date**”), and, following the Commencement Date, the term of this License shall expire the earlier of: **(i)** Two (2) years after the Commencement Date, or **(ii)** upon written notice from City revoking this License. At its sole option, City may freely revoke this License at any time without cause or

liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. Upon any such revocation, Licensee will immediately surrender the License Area in the condition required by this License.

3. Intentionally Omitted.

4. Use of License Area. Permitted Acts: Licensee may enter and use the License Area for the sole purposes of (i) the installation of a two-way bicycle path; (ii) the modification of an existing roadway, median and concrete sidewalk to allow for the installation of the bicycle path; (iii) the installation of pedestrian signal lighting; (iv) the construction of drainage inlet improvements, and (v) the installation of the thermoplastic striping, all in strict accordance with Section 5(a) [Approval of Plans and Specifications] below, and for no other purpose whatsoever.

5. Installation of Facilities. Licensee may perform the permitted acts described in Section 4(a) (Permitted Acts) above on the License Area and may install certain facilities consisting of two-way bicycle path, pedestrian signal lighting, drainage inlet, and thermoplastic striping (the “**Facilities**”) on the License Area only upon satisfaction of the following conditions, which are for City’s sole benefit:

(a) Approval of Plans and Specifications. Licensee may perform the permitted acts described in Section 4(a) [Permitted Acts] above on the License Area in accordance with the plans and specifications (including drawings) approved in advance and in writing by the SFPUC and attached as Exhibit D (the “**Approved Plans and Specifications**”). The Approved Plans may be revised or amended only with the SFPUC’s prior written approval after the SFPUC’s Bureau of Environmental Management has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) Energy Service and Related Facilities. If Licensee seeks electrical service for use in the License Area or for any licensed Facilities, Licensee shall contact the Interconnection Services Department in the Power Enterprise of the SFPUC to arrange for service. Licensee shall purchase all electricity necessary for its operations at the License Area from the SFPUC, at the SFPUC’s standard rates charged to third parties, unless the SFPUC determines, in its sole judgment, that it is not feasible to provide such service to the License Area. The SFPUC is the provider of electric services to City property, and the SFPUC’s Interconnection Services Department coordinates with Pacific Gas and Electric Company and others to implement this Section. Except as provided above with respect to any electricity services provided by the SFPUC, Licensee shall make arrangements and pay for all utilities and services furnished to the License Area, including gas, electricity, water, sewage, telephone, and trash collection services, and for all deposits, connection, and installation charges.

Except as otherwise provided in this License, the SFPUC has no responsibility or liability of any kind with respect to any utilities that may be on or about the License Area. Licensee has the sole responsibility to locate any utility facilities within the License Area and protect them from damage resulting from Licensee’s use of the License Area.

(c) Permits, Licenses, and Approvals. Before beginning any permitted improvement or alteration work in the License Area, Licensee shall obtain any and all permits, licenses, and approvals (collectively, “**Approvals**”) of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly

upon receipt of such Approvals, Licensee shall deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License shall be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee's obligation to obtain all such regulatory Approvals, at Licensee's sole cost.

(d) **Limits of City's or SFPUC's Consent.** City's or the SFPUC's consent to or approval of any improvements, equipment, or fixtures shall not relieve Licensee or its engineers, architects, or contractors from any liability for negligence, errors, or omissions associated with the design and construction of any such improvements, equipment, or fixtures. In no event shall the SFPUC's approval of plans or specifications be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Licensee's purposes or that the work called for in the plans and specifications complies with applicable building codes or other applicable Laws (defined in Section 9 [Compliance with Laws] below), or industry standards, nor shall such approval release Licensee from its obligation to supply plans and specifications that conform to applicable building codes, other applicable Laws, and industry standards.

(e) **Exercise of Due Care.** Licensee shall use, and shall cause its Agents (defined in Section 19 [Indemnity] below) to use, due care at all times to avoid any damage or harm to City's water pipelines, facilities, or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion. Licensee shall not disturb the surface of the License Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Licensee shall mark the location of City's water pipelines or other facilities within the License Area and shall not use any pick, plow, or other sharp tool to remove the two feet of soil around the pipelines or other facilities, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee shall immediately inform City of any actual or potential damage to the coating of the pipeline, and any such damage shall be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect to make any necessary repairs itself, at Licensee's sole cost, by notifying Licensee of such fact. Upon completion of the repairs, City shall send to Licensee a bill therefor, which Licensee shall pay within thirty (30) days following receipt. Under no circumstances shall Licensee damage, harm, or take any rare, threatened, or endangered species present on or about the License Area.

(f) **Cooperation with Public Utilities Commission.** Licensee and its Agents shall work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the License Area and to avoid disruption (even if temporary) of City facilities, in, under, on, or about the License Area and City uses of such facilities.

(g) **Intentionally Omitted.**

(h) **Intentionally Omitted.**

(i) **Restoration of License Area.** Following completion of any work permitted under this License, Licensee shall promptly remove all debris and any excess dirt and shall restore the License Area to its condition immediately prior to such work, to City's satisfaction. Licensee shall restore any damage caused to existing roads and restore excavated areas with new

vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City, and shall comply with all applicable regulations of the regulatory agency with jurisdiction.

(j) Intentionally Omitted.

(k) As-Built Drawings/Reports. Promptly upon completion of the installation of the Facilities, Licensee shall furnish the SFPUC with two (2) complete copies of final as-built drawings for the Facilities, which drawings shall include sufficient detail so as to allow City to precisely locate the Facilities. If Licensee or any of its Agents or consultants prepares any environmental, seismic, geophysical, or other written report relating to the License Area and/or any work performed on the License Area, Licensee shall furnish to City a complete copy of such report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(l) Responsibility for Maintenance of Facilities. Licensee shall be solely responsible for repairing and maintaining all Facilities placed in or on the License Area pursuant to this License in good and safe condition, and City shall have no duty whatsoever for any repair or maintenance of the License Area or any such Facilities.

(m) Revocability. The installation of the Facilities or improvements to or alterations of, the License Area, regardless of cost, shall not in any way whatsoever limit City's right to revoke this License pursuant to its terms or any of City's other rights under this License.

6. Restrictions on Use. The following uses (by way of example only) of the License Area by Licensee, or any other person claiming by or through Licensee, are inconsistent with the limited purpose of this License and are strictly prohibited as provided below:

(a) Improvements. Except as otherwise expressly provided in this License, Licensee shall not construct or place any temporary or permanent structures or improvements in, on, under, or about the License Area, nor shall Licensee make any alterations or additions to any existing structures or improvements on the License Area, unless Licensee first obtains the SFPUC's prior written consent, which the SFPUC may give or withhold at its sole and absolute discretion. For purposes of this License, the term "improvements" includes asphalt, concrete, and cementitious driveways, sidewalks, and parking areas, shacks, storage facilities, and fences.

(b) Trees and Other Plantings. Licensee shall not plant any trees or other vegetation in or on the License Area, except as otherwise expressly provided in this License and except in accordance with detailed plans consistent with the SFPUC's Vegetation Management Policy, which may be amended from time to time and as approved by the SFPUC in writing in advance.

(c) Dumping. Licensee shall not cause or permit the dumping or other disposal in, on, under, or about the License Area of landfill, refuse, Hazardous Material (defined in subsection (d) [Hazardous Material] below), or any other materials, including materials that are unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) Hazardous Material. Licensee shall not cause, nor shall Licensee allow any of its Agents or Invitees (defined in Section 19 [Indemnity] below) to cause, any Hazardous

Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the License Area, or transported to, from, or over the License Area. Licensee shall immediately notify City when Licensee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on, under, or about any part of the License Area. Licensee shall further comply with all applicable Laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee shall promptly return the License Area to the condition immediately prior to the release, without cost to City, in accordance with all Laws, and using the highest and best technology available. In connection with such remedial action, Licensee shall afford City a full opportunity to participate in any discussion or negotiations with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or cleanup plan, strategy, and procedure. For purposes of this License, “**Hazardous Material**” means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 *et seq.*, or pursuant to Section 25316 of the California Health & Safety Code or any other federal, state, or local Law; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the License Area or are naturally occurring substances in the License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing shall not prohibit Licensee from traversing to, from, and across the License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term “**release**” or “**threatened release**” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the License Area.

(e) **Nuisances.** Licensee shall not conduct any activities in, on, under, or about the License Area that constitute waste, nuisance, or unreasonable annoyance (including emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) **Damage.** Licensee shall not do anything in, on, under, or about the License Area that could cause damage to or interference with any pipelines, facilities, or other property located in, on, under, or about the License Area. Licensee will compensate City for any and all damage caused to the License Area and City facilities resulting from the activities of Licensee and its Agents and Invitees, including damage resulting from defective work.

(g) **Use of Adjoining Land.** Licensee acknowledges that the privilege given under this License shall be limited strictly to the License Area. Licensee shall not traverse over or otherwise use any adjoining lands of City.

(h) **Ponding; Water Courses.** Licensee shall not cause any ponding on the License Area or any flooding on adjacent land. Licensee shall not engage in any activity that causes any

change, disturbance, fill, alteration, or impairment to the bed, bank, or channel of any natural water course, wetland, or other body of water on, in, under, or about the License Area, nor shall Licensee engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

(i) **Intentionally Omitted.**

7. **License Fee(s).**

(a) **Application Fee.** Licensee shall pay to City a one-time non-refundable license fee in the amount of Two Thousand Dollars (\$2,000) to cover City's processing, inspection, and other administrative costs. Such fee is payable at such time as Licensee signs and delivers this License to City. Payment shall be made by good check payable to the City and County of San Francisco and delivered to City in care of the Real Estate Director of the Real Estate Services of the San Francisco Public Utilities Commission at the address for notices to City specified in Section 31(a) [Notices] below, or such other place as City may designate in writing.

(b) **Recurring Use Fee.** In addition, throughout the term of this License beginning on the Commencement Date, Licensee shall pay to City a use fee in consideration of Licensee's use of the License Area. Starting on the Commencement Date and until any adjustments permitted by this License, the use fee payable shall be in the amount of Two Thousand Four Hundred Dollars (\$2,400) per year and paid in the amount of Two Hundred Dollars (\$200) per month. The use fee shall be paid to City in advance, without prior demand and without any deduction, setoff, or counterclaim whatsoever, before the Commencement Date and on or before the first day of each calendar year thereafter. The use fee for the first year or any partial year shall be prorated on the basis of a 360-day year. All sums payable by Licensee to City pursuant to this License shall be paid in cash or by good check, or wire transfer to the City and County of San Francisco and delivered to City in care of the Customer Service Bureau, Attn: Real Estate Billing, 525 Golden Gate Avenue, 3rd Floor, San Francisco, California, 94102, or such other place as City may designate in writing. Such use fee shall be prorated for any fractional month.

(c) **Annual Increases.** On each anniversary of the Commencement Date (the "Adjustment Date"), the annual use fee shall be adjusted to increase the then current annual fee by five percent (5%) of the annual fee for the year preceding such Adjustment Date.

(d) **Late Fees.** Licensee acknowledges that late payment by Licensee to City of the use fee or other sums due under this License will cause City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include processing and accounting charges. Accordingly, if the use fee or any other sum due from Licensee shall not be received by City within fifteen (15) days after such amount shall be due, Licensee shall pay to City a late charge of One Hundred Fifty Dollars (\$150). The Parties agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of any late payment by Licensee. Acceptance of such late charge by City neither constitutes a waiver of Licensee's default with respect to such overdue amount, nor prevents City from exercising any of the other rights and remedies available to City.

(e) **Holding Over.** "Holdover" means any period after the License Term Expiration Date during which the License Area continues to be occupied by or on behalf of Licensee (whether with or without City's consent). Any holding over by or on behalf of Licensee after the

expiration of the License Term Expiration Date shall constitute a default by Licensee, shall be at a Use Fee of One Thousand Five Hundred Dollars (\$1,500) per month at the start of the Holdover and increase One Hundred Dollars (\$100) each subsequent month until reaching the amount of Five Thousand Dollars (\$5,000), and continue at the rate of a Use Fee of Five Thousand Dollars (\$5,000) per month until the completion of the Sale Transaction by Licensee, and shall entitle City to exercise any or all of its remedies as provided in this License, notwithstanding that City may elect to accept one or more payments of Rent, provided that Licensee will not pay holdover rent for periods of delay caused solely by City in closing the Sale Transaction by the License Term Expiration Date.

8. Required Insurance Coverages. Licensee's compliance with the provisions of this Section 8 shall in no way relieve or decrease Licensee's indemnification or other obligations under this License. Licensee must maintain in force, during the full term of this License, insurance in the amounts and coverages listed below. In addition, Licensee shall cause each Agent (defined in Section 19 [Indemnity] below) performing work on the License Area to procure and keep in effect during the course of such work appropriate amounts of insurance and add City as additional insureds for those respective policies.

(a) Commercial General Liability Insurance with limits not less than \$3,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse, and Underground (XCU), Broad Form Property Damage and Products, and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.

(c) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(d) Additional Insured Endorsements.

(i) The Commercial General Liability and Pollution Liability policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(ii) The Commercial Automobile Liability Insurance policy must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(e) **Waiver of Subrogation Endorsements.** The Workers' Compensation policy(ies) and all Liability Policies referenced above shall be endorsed with a waiver of subrogation in favor of City for all work performed by Licensee or its Agents.

(f) Primary Insurance Endorsements.

(i) The Commercial General Liability policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to

any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(ii) The Commercial Automobile Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iii) The Pollution Liability Insurance policy shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(iv) Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

(g) Other Insurance Requirements.

(i) Thirty (30) days' advance written notice shall be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment for which no less than ten (10) days' notice shall be provided to City. Notices shall be sent to the City address set forth in Section 31 [Notices].

(ii) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the term of this License and, without lapse, for a period of three years beyond the expiration of this License, to the effect that, should occurrences during the License term give rise to claims made after expiration of the License, such claims shall be covered by such claims-made policies.

(iii) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(iv) Should any required insurance lapse during the term of this License, requests for payments originating after such lapse shall not be processed until City receives satisfactory evidence of reinstated coverage as required by this License, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this License effective on the date of such lapse of insurance.

(v) Prior to the Commencement Date of this License, Licensee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Licensee and its contractors shall submit or cause their respective insurance brokers to submit requested information through the Exigis insurance verification program designated by City or

any successor program used by City for verification of Licensee and contractor insurance coverage. Approval of the insurance by City shall not relieve or decrease Licensee's liability hereunder. If Licensee shall fail to procure such insurance, or to deliver such policies or certificates, at its option, City may procure the same for the account of Licensee, and Licensee shall reimburse City for any costs so paid by City within five (5) business days after delivery to Licensee of bills therefor.

(vi) If Licensee will use any subcontractor(s) to perform the Permitted Acts, Licensee shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees, and the Licensee as additional insureds.

(vii) Upon City's request, Licensee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Licensee for risks comparable to those associated with the License Area, then, at its sole discretion, City may require Licensee to increase the amounts or coverage carried by Licensee hereunder to conform to such general commercial practice.

(h) Self-Insurance.

Licensee shall have the right to self-insure with respect to any of the insurance requirements required under this License, to the extent permitted by applicable law. If Licensee elects to self-insure with respect to any of the insurance requirements required under this License, before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee shall submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee's self-insurance program is adequately funded, in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this License. If Licensee elects to self-insure, Licensee shall give City prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, Licensee is also responsible for causing any contractors, subcontractors, and/or Agents to maintain commercially reasonable insurance coverages and coverage limits as required under this License.

Any deductibles or self-insured retentions must be declared. All deductibles and self-insured retentions shall be paid by Licensee.

With respect to any claim, loss, or liability that would have been covered by the insurance policies (including the status as an "additional insured" thereunder of City, the SFPUC, and their respective Agents and Employees) required by this License to be maintained by Licensee but within the self-insured retention or deductible amount, Licensee shall cover such claim, loss, or liability on the same basis as the insurance arrangements or deductibles on such insurance policies, including such insurance carrier responsibility to protect City, the SFPUC, and their respective Agents and Employees as an "additional insured."

9. Compliance with Laws. At its expense, Licensee shall conduct and cause to be conducted all activities on the License Area permitted by this License in a safe and reasonable

manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, “**Laws**”) of any governmental or other regulatory entity with jurisdiction (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. At its sole expense, Licensee shall procure and maintain in force at all times during its use of the License Area any and all business and other licenses or approvals necessary to conduct the activities allowed by this License. City is entering into this License in its capacity as a property owner with a proprietary interest in the License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License shall be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License shall limit Licensee’s obligation to obtain all such regulatory approvals at Licensee’s sole cost, or limit in any way City’s exercise of its police powers.

10. Covenant to Maintain License Area. Throughout the term of this License, at its sole cost, Licensee shall maintain the License Area at all times in a good, clean, safe, secure, sanitary, and slightly condition, so far as the License Area may be affected by Licensee’s activities under this License.

11. Removal or Alteration of Facilities or Improvements. Without limiting City’s rights under this License, at City’s written request, Licensee shall promptly alter or remove, at its sole expense, any and all Facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee, as may be necessary to avoid any actual or potential interference with the installation, construction, maintenance, operation, repair, replacement, or removal of any of City’s pipelines, power lines, facilities, or other structures now or later constructed or with any other operations or land uses by City. In the request, City may specify reasonable time limits for completion of the work. If, after such written notice, Licensee fails to complete the requested work within the prescribed time limits, City may perform the requested work and charge Licensee all costs and expenses so incurred by City. Such amount shall be due and payable upon City’s demand. In the event of an emergency, at City’s sole option, at Licensee’s sole expense, and without notice, City may, alter, remove, or protect any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee except for utility facilities owned by either a private company or a public agency that are necessary for operations after an emergency as determined by City at its sole discretion. Upon City’s written or oral notice that an emergency exists, the owner of such utility facilities shall take immediate action at its sole expense to protect, remove, or relocate such facilities as required by City to meet the emergency.

12. Interruption or Disruption of License Area. Without limiting City’s rights under this License or any applicable Laws, if Licensee’s use of the Combined License Area is interrupted or disrupted for any reason in connection with any SFPUC request for removal or alteration of Licensee’s Facilities located on the Combined License Area pursuant to Section 12 [Removal or Alteration of Facilities] above, At its sole cost, Licensee shall be responsible for: **(a)** any and all costs of alteration, removal, and/or restoration of Licensee’s Facilities or other improvements or alterations to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and **(b)** the implementation or satisfaction of any mitigation measures or obligations that may arise under any applicable Laws, including the California Environmental Quality Act (“CEQA”), related to any interruption or disruption of Licensee’s use of the

Combined License Area. City shall not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the Combined License Area, or any related costs. If Licensee fails to promptly perform its obligations under this Section, at its sole option, City may elect to terminate this License immediately by written notice, or to exercise any and all other rights or remedies available to City under this License or at law, including the rights set forth in Section 17 [City's Right to Cure Defaults by Licensee] of this License.

City would not be willing to give this License in the absence of Licensee's assurances under this Section 13, and Licensee expressly assumes any and all liability or obligations that may arise under this Section 13.

13. Signs. Except for any pipeline markers required by City or any regulatory agency with jurisdiction, Licensee shall not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the License Area without City's prior written consent, which City may give or withhold at its sole discretion; provided, however, that, without City's prior written consent, if necessary for Licensee's construction use, Licensee may place in the License Area a temporary sign of less than thirty (30) days' duration that does not penetrate the ground surface. City provides its preapproval and an exception to the requirements of this Section for an explanatory sign educating the public about the Licensee's project on the License Area, which sign is permitted to remain on the License Area for the duration of construction of the Project.

14. Surrender. Upon the expiration of this License or within ten (10) days after any sooner revocation or other termination of this License, Licensee shall surrender the License Area in the same condition as received, and broom clean, free from hazards, and clear of all debris. At such time, Licensee shall remove all of its property from the License Area and any signs and, upon City's request, the Facilities and any other structures, improvements, or alterations placed on the License Area during the term of this License, and shall repair, at its cost, any damage to the License Area caused by such removal. Licensee's obligations under this Section shall survive any termination of this License.

15. Repair of Damage. If any portion of the License Area or any City property located on or about the License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee, at its sole cost, Licensee shall promptly notify City of such damage or threat by **(a)** telephoning the SFPUC's dispatch operator as specified in Section 31(b) [Emergency Contacts] below, and **(b)** providing written notice in accordance with Section 31(a) [Notices] below. City may, but shall not be obligated to, remedy such damage or threat at Licensee's sole cost, or City may elect to witness Licensee's repair work. If City elects not to remedy such damage or threat, Licensee shall repair any and all such damage and restore the License Area or property to its previous condition subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the License Area. Licensee is solely responsible for the location of any such utilities and other existing facilities and their protection from damage. Licensee shall be solely responsible to arrange and pay directly for any utilities or services necessary for its activities pursuant to this License; provided, Licensee shall obtain City's prior written approval to the provision of such services or utilities in, on, under, or through the License Area.

16. City's Right to Cure Defaults by Licensee. If Licensee fails to perform any of its obligations under this License to restore the License Area, remove or alter any of Licensee's

Facilities, or improvements or alterations, or repair damage, or if Licensee defaults in the performance of any of its other obligations under this License, then, at its sole option, City may remedy such failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any of City's rights or remedies under this License, and nothing in this License shall imply any duty of City to do any act that Licensee is obligated to perform. Licensee shall pay to City upon demand, all costs, damages, expenses, or liabilities incurred by City, including reasonable attorneys', experts', and consultants' fees, in remedying or attempting to remedy such default. Licensee's obligations under this Section shall survive the termination of this License.

17. No Costs to City. Licensee shall bear all costs or expenses of any kind or nature in connection with its use of the License Area, and shall keep the License Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the License Area.

18. Indemnity. Licensee shall indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("**Claims**"), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the License Area, whether such injury, death, damage, or destruction is caused by the person or property of Licensee, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, "**Agents**"), its invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this License, **(b)** any failure by Licensee to faithfully observe or perform any of the terms, covenants, or conditions of this License, **(c)** the use of the License Area or any activities conducted on the License Area by Licensee, its Agents, or Invitees, **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the License Area, any improvements or into the environment, or **(e)** any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents to the extent that such terms, covenants, or conditions relate to or are triggered by the work to be performed or Facilities or other improvements or alterations installed pursuant to this License; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity shall include reasonable attorneys', experts', and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for decrease in the value of the License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section shall survive the expiration or other termination of this License.

19. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents, or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, contractors, or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the License Area or its use by Licensee, or Licensee's Agents or Invitees.

(b) Because this License is freely revocable by City, Licensee expressly assumes the risk of making any expenditure in connection with this License, even if such expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any claim for inverse condemnation or the payment of just compensation under law or equity, if City exercises its right to revoke or terminate this License.

(c) Licensee acknowledges that it will not be a displaced person at the time this License is terminated or revoked or expires by its own terms, and Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) The fees payable pursuant to this License do not take into account any potential City liability for any consequential or incidental damages including lost profits and arising out of disruption to or any Facilities or other improvements or alterations installed pursuant to this License; or Licensee's uses of the License Area permitted by this License. City would not be willing to grant this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its departments, commissions, officers, directors, and employees, and by all persons acting by, through, or under each of them, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including lost profits) and covenants not to sue for such damages City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not due to the negligence of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, except for the gross negligence and willful misconduct of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them.

(e) As part of Licensee's agreement to accept the License Area in its "As Is" condition as provided below, and without limiting such agreement, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its officers, agents, and employees, and their respective heirs, successors, administrators, personal representatives, and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and/or unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the License Area and any related improvements or any applicable Laws or the suitability of the License Area for Licensee's intended use.

(f) In connection with the foregoing releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

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.

Licensee acknowledges that the releases contained in this License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this License shall survive any termination of this License.

20. As Is Condition of License Area; Disability Access; Disclaimer of Representations.

Licensee accepts the License Area in its "AS IS" condition, without representation or warranty of any kind by City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, and subject to all applicable Laws governing the use of the License Area. Without limiting the foregoing, this License is made subject to any and all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

City discloses (i) City has not been issued a disability access inspection certificate as described in California Civil Code Section 55.53(e), (ii) pursuant to California Civil Code Section 1938, that City has not ordered, performed, or caused to be performed, a Certified Access Specialist ("CASp") inspection of the License Area (sometimes referred to as "premises" or "subject premises" for the herein disclosures), and (iii) City makes the following statutory disclosure per California Civil Code Section 1938 (the required "CASp Disclosure"):

"A Certified Access Specialist ("CASp") can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of

the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

21. No Assignment. This License is personal to Licensee and shall not be assigned, conveyed, or otherwise transferred by Licensee under any circumstances. Any attempt to assign, convey, or otherwise transfer this License shall be null and void and cause the immediate termination and revocation of this License.

22. Cessation of Use. Licensee will not terminate its activities on the License Area pursuant to this License without prior written notice to City.

23. No Joint Ventures or Partnership; No Authorization. This License does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in, or relating to the License Area. Licensee is not a state actor with respect to any activity conducted by Licensee on, in, under or around the License Area. City’s provision of this License does not constitute City’s authorization or approval of any activity conducted by Licensee on, in, around, or relating to the License Area.

24. MacBride Principles - Northern Ireland. The provisions of San Francisco Administrative Code Section 12F are incorporated into and made a part of this License by this reference. By signing this License, Licensee confirms that Licensee has read and understood that City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

25. Non-Discrimination in City Contracts and Benefits Ordinance.

(a) Covenant Not to Discriminate. In the performance of this License, Licensee shall not discriminate against any employee of, any City employee working with Licensee, or applicant for employment with, Licensee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Other Subcontracts. Licensee shall include in all subcontracts relating to the License Area a non-discrimination clause applicable to such subcontractor in substantially the form of Section 26(a) [Covenant Not to Discriminate] above. In addition, Licensee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Licensee’s failure to comply with the obligations in this subsection shall constitute a material breach of this License.

(c) Non-Discrimination in Benefits. Licensee does not as of the date of this License and will not during the term of this License, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health

benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to License. As a condition to this License, Licensee shall execute the “Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits” form (Form CMD-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Contract Monitoring Division.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the license of City property are incorporated in this Section by reference and made a part of this License as though fully set forth. Licensee shall comply fully with and be bound by all of the provisions that apply to this License under such Chapters of the San Francisco Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Licensee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this License may be assessed against Licensee and/or deducted from any payments due Licensee.

26. Requiring Health Benefits for Covered Employees. To the extent applicable and unless exempt or preempted by other Laws, Licensee shall comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (“HCAO”), as set forth in San Francisco Administrative Code Chapter 12Q (“**Chapter 12Q**”), including the implementing regulations, as the same may be amended or updated from time to time. The provisions of Chapter 12Q are incorporated into this License by reference and made a part of this License as though fully set forth in this License. The text of the HCAO is currently available on the web at <http://www.sfgov.org/olse/hcao>. Capitalized terms used in this Section and not defined in this License shall have the meanings assigned to such terms in Chapter 12Q.

(a) For each Covered Employee Licensee shall provide the applicable health benefit set forth in Section 12Q.3 of the HCAO. If Licensee chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.

(b) Notwithstanding the above, if Licensee meets the requirements of a “small business” as described in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with subsection (a) above.

(c) Licensee’s failure to comply with any applicable requirements of the HCAO shall constitute a material breach by Licensee of this License and City’s remedies shall be those set forth in the HCAO. If, within thirty (30) days after receiving City’s written notice of a breach of this License for violating the HCAO, Licensee fails to cure such breach or, if such breach cannot reasonably be cured within such 30-day period, Licensee fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, City shall

have the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.

(d) Any Contract or Subcontract regarding services to be performed on the License Area entered into by Licensee shall require the Contractors and Subcontractors, as applicable, to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Licensee shall notify the Purchasing Department when it enters into such a Contract or Subcontract and shall certify to the Purchasing Department that it has notified the Contractor or Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Contractor or Subcontractor through written agreement with such Contractor or Subcontractor. Licensee shall be responsible for ensuring compliance with the HCAO by each Contractor and Subcontractor performing services on the License Area. If any Contractor or Subcontractor fails to comply, City may pursue the remedies set forth in this Section against Licensee based on the Contractor's or Subcontractor's failure to comply, provided that the Contracting Department has first provided Licensee with notice and an opportunity to cure the violation.

(e) Licensee shall not discharge, reprimand, penalize, reduce the compensation of, or otherwise discriminate against, any employee for notifying City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in any proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Licensee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the requirements of the HCAO.

(g) Licensee shall keep itself informed of the requirements of the HCAO, as they may change from time to time.

(h) Upon request, Licensee shall provide reports to City in accordance with any reporting standards promulgated by City under the HCAO, including reports on Subcontractors or Contractors.

(i) Within five (5) business days after any request by City, Licensee shall provide City with access to pertinent records relating to any Licensee's compliance with the HCAO. In addition, City and its officers, agents, and employees may conduct random audits of Licensee at any time during the term of this License. Licensee shall cooperate with City in connection with any such audit.

27. Notification of Prohibition on Contributions. Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the

contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Licensee further acknowledges that (i) the prohibition on contributions applies to each Licensee; each member of Licensee's board of directors, and Licensee's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Licensee certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to the City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

28. Tropical Hardwoods and Virgin Redwoods. City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Except as permitted by the application of Sections 802(b) and 803(b), Licensee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this License.

29. Taxes, Assessments, Licenses, License Fees, and Liens.

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Licensee shall pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest created by this License and shall pay all other taxes, excises, licenses, permit charges, and assessments based on Licensee's usage of the License Area that may be imposed upon Licensee by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Licensee shall not allow or suffer a lien for any such taxes or charges to be imposed upon the License Area or upon any equipment or property located on the License Area without promptly discharging the same, provided that Licensee may contest the validity of the same by paying under protest or posting adequate (at City's sole discretion) security during any such contest.

30. Notices.

(a) Any notice, consent, or approval required or permitted to be given under this License shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable

next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior, written notice in the manner provided above):

City or the SFPUC: Real Estate Services Division
 San Francisco Public Utilities Commission
 525 Golden Gate Avenue, 10th Floor
 San Francisco, California 94102
 Attn: Real Estate Director
 Re: SFPUC Old MUNI ROW Parcel No. 9
 License P4588
 Telephone No.: (415) 487-5210

Licensee: City of San Bruno
 567 El Camino Real
 San Bruno, CA 94066
 Attn: Public Works Department
 Re: SFPUC Old MUNI ROW Parcel No. 9
 License P4588
 Telephone No.: (650) 616-7065
 E-mail: PWEngineering@sanbruno.ca.gov

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon the confirmed date of delivery, attempted delivery, or rejected delivery, whichever occurs first. Any e-mail addresses, telephone numbers, or facsimile numbers provided by one party to the other shall be for convenience of communication only; neither party may give official or binding notice orally or by e-mail or facsimile. The effective time of a notice shall not be affected by the receipt, prior to receipt of the original, of an oral notice or an e-mail or telefacsimile copy of the notice.

(b) Emergency Contacts. Licensee shall immediately notify the SFPUC's Millbrae Dispatch facility by phone at (650) 872-5900 of any emergency or incident requiring emergency response.

31. Prohibition of Tobacco Sales and Advertising. No advertising or sale of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product.

32. Prohibition of Alcoholic Beverage Advertising. No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

33. Restrictions on the Use of Pesticides. Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or “**IPM Ordinance**”) describes an integrated pest management (“**IPM**”) policy to be implemented by all City departments. Licensee shall not use or apply or allow the use or application of any pesticides on the License Area or contract with any person or entity to provide pest abatement or control services to the License Area without first receiving City’s written approval of an IPM plan that **(a)** lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the term of this License, **(b)** describes the steps Licensee will take to meet the City’s IPM Policy described in Section 300 of the IPM Ordinance and **(c)** identifies, by name, title, address, and telephone number, an individual to act as the Licensee’s primary IPM contact person with the City. Licensee shall comply, and shall require all of Licensee’s contractors to comply, with the IPM plan approved by the City and shall comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Licensee were a City department. Among other matters, such provisions of the IPM Ordinance: **(i)** provide for the use of pesticides only as a last resort, **(ii)** prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City’s Department of the Environment), **(iii)** impose certain notice requirements, and **(iv)** require Licensee to keep certain records and to report to City all pesticide use at the License Area by Licensee’s staff or contractors.

If Licensee or Licensee’s contractor will apply pesticides to outdoor areas at the License Area, Licensee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation (“**CDPR**”) and any such pesticide application shall be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City’s current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

34. Conflict of Interest. Licensee acknowledges that it is familiar with the provisions of Section 15.103 of City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the California Government Code and certifies that it does not know of any facts that would constitute a violation of said provisions. If Licensee becomes aware of any such fact during the term of this License, Licensee shall immediately notify City.

35. Disclosure. City’s Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov’t Code Sections 6250 et seq.), apply to this License and any and all records, information, and materials submitted to City in connection with this License. Accordingly, any and all such records, information, and materials may be subject to public disclosure in accordance with City’s Sunshine Ordinance and the State Public Records Law. Licensee authorizes City to disclose any records, information, and materials submitted to City in connection with this License.

36. Food Service and Packaging Waste Reduction. Licensee shall comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are

incorporated into this License by this reference and made a part of this License as though fully set forth. Capitalized terms used in this Section that are not otherwise defined in this License have the same meaning assigned to such terms in San Francisco Environment Code, Chapter 16. Accordingly, Licensee acknowledges that City contractors, lessees, and licensees may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities while performing under a City contract, lease, or license, and shall instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this License.

37. Severability. If any provision of this License, or its application to any person, entity, or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this License, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

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

39. Criminal History in Hiring and Employment Decisions.

(a) Unless exempt, Licensee shall comply with and be bound by all of the provisions of San Francisco Administrative Code Chapter 12T (Criminal History in Hiring and Employment Decisions; “**Chapter 12T**”), which are hereby incorporated into this License by reference as the same may be amended from time to time, with respect to applicants and employees of Licensee who would be or are performing work at the License Area. Capitalized terms used in this Section that are not otherwise defined in this License shall have the meanings assigned to such terms in Chapter 12T.

(b) Licensee shall incorporate by reference the provisions of Chapter 12T in all contracts to perform work within the License Area and shall require all contractors to comply with such provisions. Licensee’s failure to comply with the obligations in this subsection shall constitute a material breach of the License.

(c) Licensee and its contractors performing work in the License Area shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant’s or potential applicant for employment, or employee’s: (i) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (ii) participation in or completion of a diversion or a deferral of judgment program; (iii) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (iv) a Conviction or any other adjudication in the juvenile justice system; (v) a Conviction that is more than seven years old, from the date of sentencing; or (vi) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

(d) Licensee and its contractors shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection (c) above. Licensee and its contractors shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

(e) Licensee and its contractors shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment with Licensee or its contractor at the License Area, that the Licensee or contractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

(f) Licensee and its contractors shall post the notice prepared by the Office of Labor Standards Enforcement (“OLSE”), available on OLSE’s website, in a conspicuous place at the License Area and at other workplaces within San Francisco where interviews for job opportunities at the License Area. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least five percent (5%) of the employees at the License Area or other workplace at which it is posted.

(g) Upon any failure to comply with the requirements of Chapter 12T, City shall have the right to pursue any rights or remedies available under Chapter 12T or the License, including a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant, or other person as to whom a violation occurred or continued, or termination or suspension in whole or in part of the License.

(h) If Licensee has any questions about the applicability of Chapter 12T, it may contact City’s Real Estate Division for additional information. City’s Real Estate Division may consult with the Director of City’s Office of Contract Administration who may also grant a waiver, as set forth in Section 12T.8.

40. San Francisco Packaged Water Ordinance. Licensee shall comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Licensee shall not sell, provide or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this License or on City property unless Licensee obtains a waiver from the City’s Department of the Environment. If Licensee violates this requirement, the City may exercise all remedies in this License and the Director of the City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

41. General Provisions. (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any party of any of the provisions of this License shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. No waiver shall be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) The exhibits referenced in and attached to this instrument are incorporated into this License. (d) This License contains the entire agreement between the Parties regarding the subject matter of this License, and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this License. (e) The Section and other headings of this License are for convenience of reference only and shall be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License shall be

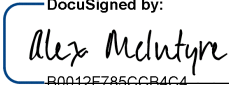
governed by California law and City's Charter. **(h)** If either party commences an action against the other or a dispute arises under this License, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes of this License and the indemnifications set forth in this License, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys. **(i)** If Licensee consists of more than one person then the obligations of each person shall be joint and several. **(j)** Licensee may not record this License or any memorandum of this License. **(k)** Subject to the prohibition against assignments or other transfers by Licensee hereunder, this License shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. **(l)** Any sale or conveyance of the property burdened by this License by City shall automatically revoke this License. **(m)** Notwithstanding anything to the contrary contained in this License, no officer or employee of City has authority to commit City to this License unless and until a resolution of the SFPUC shall have been duly adopted approving this License and authorizing the transaction contemplated by this License. Therefore, any of City's obligations or liabilities pursuant to or under this License are contingent upon enactment of such a resolution, and this License shall be null and void if, at its sole discretion, the SFPUC does not approve this License. **(n)** Each of the persons executing this License on Licensee's behalf do hereby represent and warrant that Licensee is a duly formed or organized (as applicable) and validly existing entity under the laws of California, that Licensee is in good standing and qualified to do business in California (and covenants to maintain such status during the term of this License), that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon City's request, Licensee shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties. **(o)** Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. **(p)** Whenever this License requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or his or her designee, shall be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option shall be effective unless given, made, or exercised in writing. **(q)** This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. **(r)** Use of the word "including" or similar words will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

[SIGNATURES ON FOLLOWING PAGE]

LICENSEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS LICENSE, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

LICENSEE:

CITY OF SAN BRUNO,
a municipal corporation

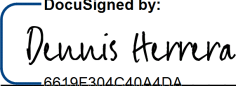
By:  DocuSigned by:
ALEX MCINTYRE
B0042F785CGB4C4...

Its: Interim City Manager

Date: 6/2/2023

CITY:

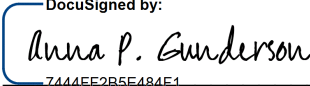
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:  DocuSigned by:
DENNIS J. HERRERA
6619F304C40A4DA...
General Manager
San Francisco Public Utilities Commission
(authority pursuant to SFPUC Resolution
No. 015-0013)

Date: 07/17/2023 | 3:54:59 PM PDT

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By:  DocuSigned by:
Anna Parlato Gunderson
7444EF2B5E484F1...
Deputy City Attorney

TRISHA ORTIZ
City Attorney
City of San Bruno

By:  DocuSigned by:
Trisha Ortiz
6370DD8FFB9F44C...
City Attorney

EXHIBIT A

Description of License Area

All that certain real property located in the County of San Mateo, California, described as follows:

All of SFPUC Old MUNI Right of Way Parcel No. 9, according to SFPUC records and as shown on the Drawing attached as **Exhibit B** and made a part of this License.

EXHIBIT B

Depiction of License Area

[see attached]

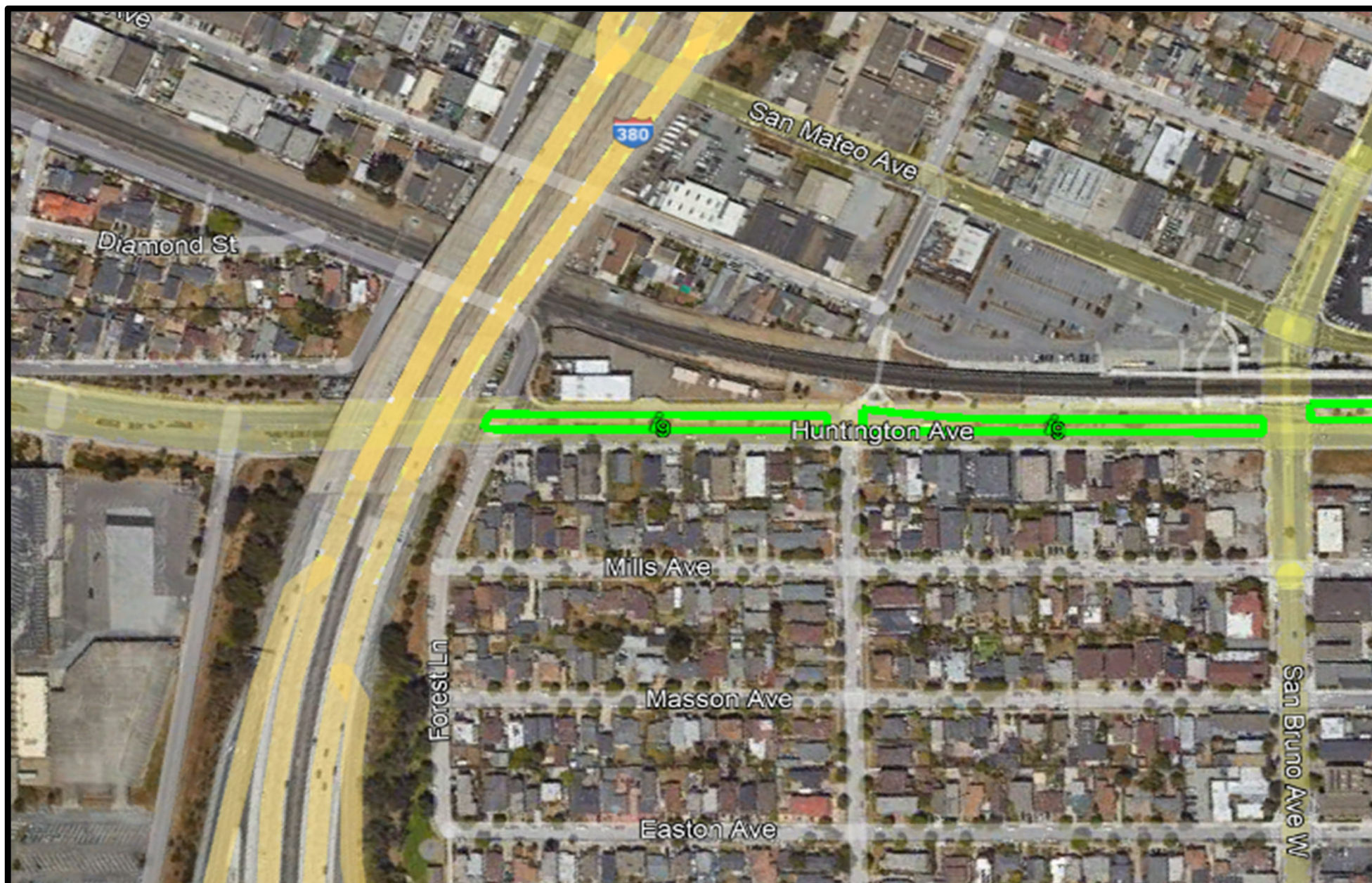


Exhibit B

Depiction of License Area

Huntington Avenue, South San Francisco, CA

SFPUC Old MUNI ROW Parcel No. 9

Revocable License – City of South San Francisco

 SFPUC ROW Boundaries



San Francisco
Water Power Sewer
Operator of the Hetch Hetchy Regional Water System

EXHIBIT C

Deed

[see attached]

DEED
MARKET STREET RAILWAY COMPANY to CITY AND COUNTY OF SAN FRANCISCO

Transportation System Properties

Dated as of September 29, 1944

DEED

THIS INDENTURE, made and entered into as of the 29th day of September, 1944, by and between MARKET STREET RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the first party, hereinafter referred to as "Company", and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California, the second party, hereinafter referred to as "City",

WITNESSETH:

That the Company, for and in consideration of the sum of \$7,500,000.00 to be paid to the Company by the City in accordance with the provisions of Section 119.1 of the Charter of City, does hereby grant, bargain, sell, assign, transfer, convey, and set over to the City all of the railroads, trackless trolleys, and bus systems, and the business and good will attached thereto, now owned by the Company for public transportation purposes within the limits of the City and County of San Francisco and the County of San Mateo, State of California, together with all permits, rights, licenses, franchises, grants, privileges, powers, and immunities, also all operative properties, real, personal and mixed, tangible and intangible, of every nature and kind whatsoever and wherever situated, now owned by the Company in conjunction with said transportation system and business (excluding, however, all non-operative lands and personal property owned by the Company which is not hereinafter specifically described or conveyed to the City), all of which said property is hereby conveyed to the City free and clear of all claims, liens and encumbrances; subject, however, to the terms and conditions hereof, also all valid conditions, limitations, reservations, covenants, easements and rights of way which are of record. Included in the properties hereby conveyed to the City are the following particularly described properties, to-wit:

REAL PROPERTY.

SAN FRANCISCO COUNTY LANDS.

All those certain parcels of real property situated in the City and County of San Francisco, State of California, particularly described as follows, to-wit:

Parcel 1. Point Lobos Avenue, Near Forty-eighth Avenue.

A strip of land 30 feet in width, 15 feet on each side of the following described center line:

Beginning at a point on the northerly line of Point Lobos Avenue (formerly Cliff Avenue) distant thereon 73.17 feet westerly from the westerly line of Forty-eighth Avenue; thence north 60° 19' west 99.81 feet; thence along a 1025 foot radius curve tangent to the preceding course, to the right 100.46 feet; thence north 54° 43' west 457.96 feet; thence along an 85 foot radius curve, tangent to the preceding course, to the left 201.77 feet; thence south 10° 41' east 416.72 feet; thence along an 85 foot radius curve, tangent to the preceding course, to the right 105.10 feet; thence south 60° 08' west 27.33 feet; thence along a 300 foot radius curve, tangent to the preceding course, to the right 36.54 feet to the easterly line of the depot lot, hereinafter described as Parcel 21, Sutro Terminal.

Parcel 2. Chenery Street, Near Diamond Street.

Beginning at a point on the westerly line of Carrie Street, distant thereon 154.679 feet northerly from the northerly line of Wilder Street; thence northerly along said line of Carrie Street 17.909 feet; thence deflecting 72° 52' to the left 5.7745 feet; thence deflecting 36° 33' to the left 310.8381 feet to the easterly line of Diamond Street; thence southerly along said line of Diamond Street 36.9292 feet to a point distant thereon 40.20 feet northerly from the northerly line of Wilder Street; thence deflecting 133° 34' 10" to the left 34.497 feet to a point on the easterly line of Lot 1 in Block 2 of Fairmount Extension Homestead, as per official map thereof, distant thereon 63.479 feet northerly from the northerly line of Wilder Street; thence deflecting 24° 09' 10" to the right 291.519 feet to the point of beginning.

Parcel 3. Diamond Street, Near Chenery Street.

Beginning at a point on the southerly line of Wilder Street, distant thereon 24.1525 feet easterly from the easterly line of Lot 3, Block 4, as said lot, block and street are shown on the official map of Fairmount Extension Homestead; thence easterly along said line of Wilder Street produced 20.02 feet; thence deflecting 86° 26' 43" to the right 100.193 feet; thence deflecting 93° 33' 17" to the right 20.02 feet; thence deflecting 86° 26' 43" to the right 100.193 feet to the point of beginning.

Being a portion of Block 4, Fairmount Extension Homestead.

Parcel 4. Chenery Street, Near Carrie Street.

Beginning at a point on the easterly line of Carrie Street, distant thereon 155.87 feet northerly from the northerly line of Wilder Street, which said point is 8.41 feet southerly from the northerly corner of Lot 7, Block 3, as said lot and block are shown on the Map of Fairmount Extension Homestead; running thence northerly along the easterly line of Carrie Street 8.41 feet to the northerly corner of said Lot 7; thence deflecting 107° 08' to the right and running southeasterly along the northeasterly line of said Lot 7, 13.06 feet; thence deflecting 142° 47' 07" to the right and running 13.29 feet to the point of beginning.

Being a portion of Lot 7, Block 3, Fairmount Homestead Association.

Parcel 5. Sloat Boulevard, Nineteenth Avenue to Great Highway.

That certain strip of land 35 feet in width extending along Sloat Boulevard from Nineteenth Avenue to the Great Highway marked "Private Railroad Right of Way" as per "Map Showing the Widening and Realignment of Sloat Boulevard between Junipero Serra Boulevard and the Great Highway", recorded June 11, 1933 in Map Book "N" at pages 53, 54 and 55, Official Records of the City and County of San Francisco.

3047.3 feet, more or less; thence at a right angle southwesterly 25 feet; thence parallel to said right of way line southeasterly 452.50 feet, more or less, to the center of the main County Road at Baden Crossing; thence along the center of said County Road southwesterly 107 feet, more or less; thence parallel to and 85 feet distant from the said right of way line northwesterly 546.50 feet, more or less, to a stake; thence at an angle of 2° 52' northerly 500 feet to a stake 60 feet distant at a right angle from the said right of way line; thence parallel to and 60 feet distant from the said right of way line northwesterly 2546.28 feet, more or less, to the said boundary line between said land now or formerly belonging to John Flournoy and said 47.28 acre tract now or formerly belonging to Henry Miller; thence along said boundary line 61 feet, more or less, to the point of beginning. Containing 5 acres, more or less.

Baden to Tanforan—Parcels 6, 7 and 8.

- Parcel 6. A strip of land 90 feet wide west of, adjoining and parallel with the Southern Pacific Railroad Company's right of way so called through the town of Baden as the same is laid down and designated on a certain map of the section west of the railroad of said town of Baden surveyed November, 1891, by Ernest McCullough, C.E., which said map was filed for record in the office of the County Recorder of the said County of San Mateo on November 30, 1891, save and except the easterly 25 feet of said strip of land which was heretofore conveyed to the Spring Valley Water Company by the United Railroads of San Francisco.
- Parcel 7. Beginning at the point of intersection of the westerly boundary line of the land formerly belonging to the Spring Valley Water Company and the southerly boundary of the town of Baden; running thence along the southerly boundary of the town of Baden south 63° 37' west 97.455 feet; thence south 36° 45' east 437.436 feet; thence south 34° 00' east 1044.182 feet; thence south 34° 49' east 1038.426 feet; thence south 36° 54' east 698.961 feet; thence south 31° 40' east 524.261 feet to the northerly line of Tanforan Park, as the same existed in 1917; thence along said northerly line north 64° 30' east 96.423 feet to the point of intersection of the northerly line of Tanforan Park with the westerly boundary of the land now or formerly belonging to the Spring Valley Water Company; thence along said westerly boundary north 31° 40' west 639 feet; thence north 36° 54' west 701.6 feet; thence north 34° 49' west 1036 feet; thence north 34° 00' west 1045.8 feet; thence north 36° 45' west 422.2 feet to the point of beginning. Containing 8.45 acres, more or less.
- Parcel 8. Beginning at the point of intersection of the southerly boundary line of Tanforan Park with the westerly line of the Southern Pacific Company's right of way; thence northerly and along the easterly line of Tanforan Park, as the same existed in 1923, north 24° 39' 37" west 1112.1161 feet; thence north 26° 18' 07" west 1088.6568 feet; thence north 24° 39' 37" west 977.432 feet to the northerly boundary line of Tanforan Park as the same existed in 1923; thence westerly and along the northerly boundary line of Tanforan Park south 64° 26' 26" west 45.0054 feet; thence south 24° 39' 37" east 977.6808 feet; thence south 26° 18' 07" east 1088.6568 feet; thence south 24° 39' 37" east 1112.4588 feet to the southerly boundary line of Tanforan Park; thence easterly and along the southerly boundary line of Tanforan Park north 64° 05' east 45.0108 feet to the point of beginning. Being a strip of land 45 feet wide and containing 3.28 acres, more or less.
- Through San Bruno, Forest Land to San Felipe Avenue—Parcels 9, 10, 11 and 12.
- Parcel 9. Beginning at the point of intersection of the westerly line of the right of way of the Southern Pacific Railroad Company with the northerly line of San Bruno Lane; thence along the westerly line of the right of way of the Southern Pacific Railroad Company north 24° 38' west 788.8 feet; thence south 65° 22' west 5 feet; thence along the westerly line of the right of way of the Southern Pacific Railroad Company north 24° 38' west 614.9 feet to the southerly line of Tanforan Park; thence south 64° 07' west 45 feet; thence south 24° 38' east 1403.7 feet to the northerly line of San Bruno Lane; thence north 64° 07' east 50 feet along the northerly line of San Bruno Lane to the westerly line of the right of way of the Southern Pacific Railroad Company and the point of beginning. Containing 1.54 acres, more or less.
- Parcel 10. Beginning at the point of intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the westerly line of San Bruno Road; thence along the westerly line of San Bruno Road south 1° 15' east 74 feet; thence parallel to and 30 feet distant from the southwesterly line of the right of way of the said Southern Pacific Railroad Company north 25° west 304.96 feet to the southeasterly line of San Bruno Lane; thence along said line north 63° east 30 feet to the southwesterly line of the right of way of the Southern Pacific Railroad Company; thence along said right of way line south 25° east 237.1 feet to the point of beginning. Containing 0.186 of an acre.
- Parcel 11. In the Buri Buri Rancho, beginning at the point of intersection of the southwesterly line of the right of way of the Southern Pacific Railroad Company with the easterly line of the San Bruno Road; thence along said right of way south 25° 10' east 800 feet; thence at a right angle south 64° 50' west 25 feet; thence at a right angle south 25° 10' east 1126.50 feet to the point of intersection of said course with the northerly line of the 110 acre tract now or formerly belonging to D. O. Mills; thence along said northerly line south 83° 30' west 52.78 feet to a stake; thence north 25° 10' west 1732.72 feet to the easterly line of the San Bruno

EXHIBIT D

Approved Plans and Specifications

[see attached]

MATCHLINE SEE SHEET 3

MATCHLINE SEE SHEET 2



- NOTES:**
- 1. UTILITY WORK NOT SHOWN.
 - 2. LANE WIDTHS IN FEET.

- LEGEND:**
- ASPHALT
 - CONCRETE
 - MEDIAN ISLAND



NO.				DATE		BY:		REVISIONS					CITY OF SAN BRUNO DEPARTMENT OF PUBLIC WORKS 357 E CAMINO REAL SAN BRUNO, CALIFORNIA 94066 650-616-7065 FAX 650-794-1443	DRAWN BY: DW MAY 2020	SCALE AS SHOWN PROJECT No.	HUNTINGTON AVENUE CYCLE TRACK CONCEPTUAL DESIGN	DRAWING NO.	
																	L-01	
				CITY ENGINEER, HAE WON RITCHIE, P.E.		DATE		PROJECT ENGINEER, DAVID WONG, P.E.				DATE		SHEET 1 OF 3				

MATCHLINE SEE SHEET 1

MATCHLINE SEE SHEET 3



- NOTES:**
- 1. UTILITY WORK NOT SHOWN.
 - 2. LANE WIDTHS IN FEET.

LEGEND:

ASPHALT

CONCRETE

MEDIAN ISLAND

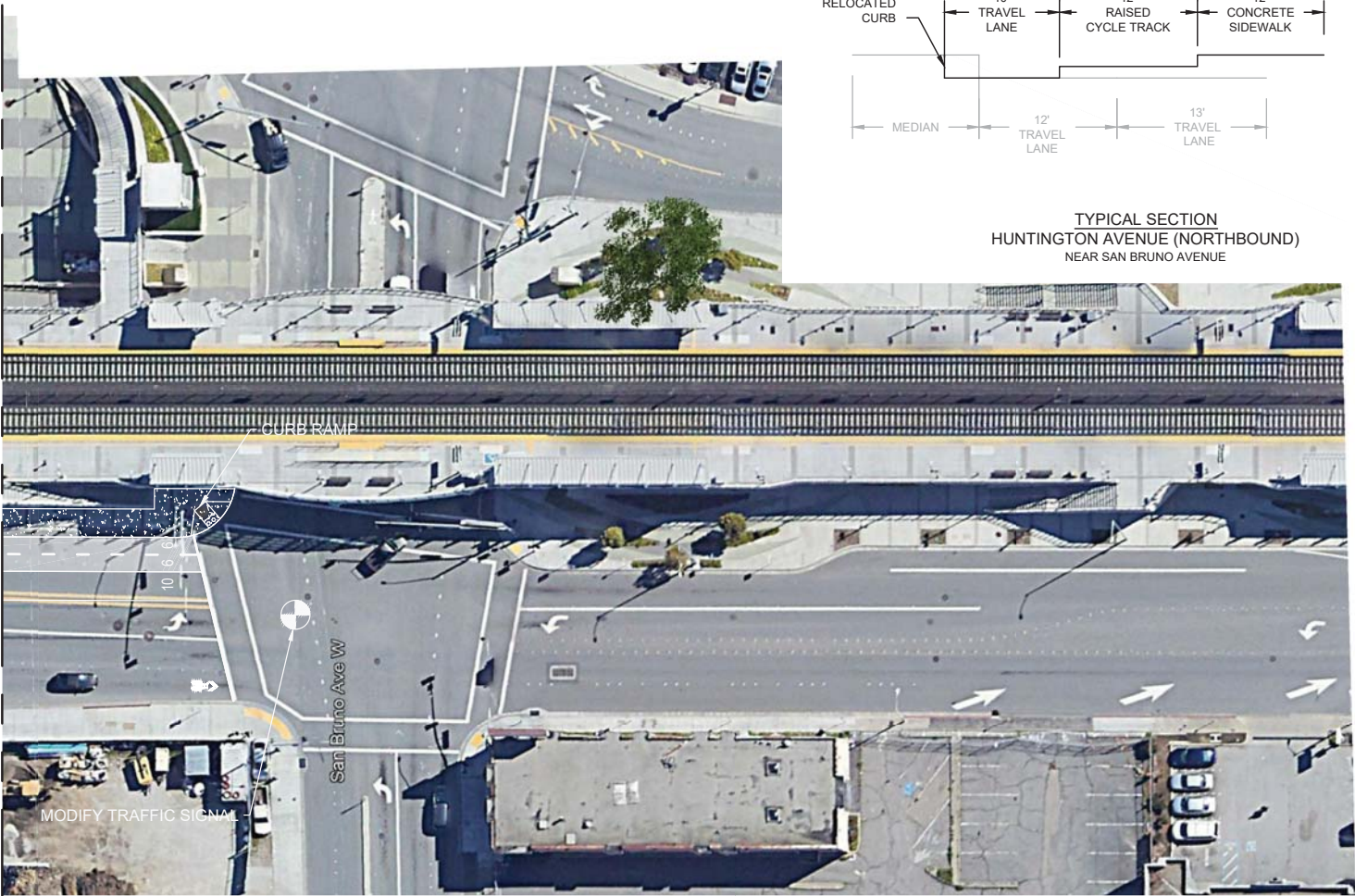


NO. DATE BY: REVISIONS								DRAWN BY: DW MAY 2020 DESIGNED BY: DW MAY 2020 REVIEWED BY: HR MAY 2020				SCALE AS SHOWN PROJECT No.				HUNTINGTON AVENUE CYCLE TRACK CONCEPTUAL DESIGN				DRAWING NO. L-02			
				CITY ENGINEER, HAE WON RITCHIE, P.E.				DATE				PROJECT ENGINEER, DAVID WONG, P.E.				DATE				SHEET 2 OF 3			



CITY OF SAN BRUNO
DEPARTMENT OF PUBLIC WORKS
567 EL CAMINO REAL
SAN BRUNO, CALIFORNIA 94066
650-616-7065 FAX 650-794-1443

MATCHLINE SEE SHEET 2



- NOTES:**
- 1. UTILITY WORK NOT SHOWN.
 - 2. LANE WIDTHS IN FEET.

LEGEND:

- ASPHALT
- CONCRETE
- MEDIAN ISLAND



NO. DATE BY:			REVISIONS						CITY OF SAN BRUNO DEPARTMENT OF PUBLIC WORKS 567 EL CAMINO REAL SAN BRUNO, CALIFORNIA 94066 650-616-7065 FAX 650-794-1443			DRAWN BY: DW MAY 2020	SCALE AS SHOWN		HUNTINGTON AVENUE CYCLE TRACK CONCEPTUAL DESIGN	DRAWING NO.	L-03
									DESIGNED BY: DW MAY 2020	PROJECT No.							
									REVIEWED BY: HR MAY 2020								
					CITY ENGINEER, HAE WON RITCHIE, P.E.		DATE	PROJECT ENGINEER, DAVID WONG, P.E.		DATE					SHEET 3 OF 3		

Certificate Of Completion

Envelope Id: FD1B27ABC2A1412D90A79EF982E97F12

Status: Completed

Subject: Please DocuSign: Memo for GM Signature - License - City of San Bruno - 2023.07.14 (FINAL...

Source Envelope:

Document Pages: 39

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Tonette Wong

AutoNav: Enabled

525 Golden Gate Ave

Enveloped Stamping: Enabled

San Francisco, CA 94102

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

TVWong@sfgwater.org

IP Address: 67.218.104.126

Record Tracking

Status: Original

Holder: Tonette Wong

Location: DocuSign

7/14/2023 4:09:28 PM

TVWong@sfgwater.org

Signer Events**Signature****Timestamp**

Rosanna Russell



Sent: 7/14/2023 4:15:51 PM

rsrussell@sfgwater.org

Viewed: 7/14/2023 4:26:16 PM

SFPUC Real Estate Director

Signed: 7/14/2023 4:26:25 PM

CCSF - PUC

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 67.218.104.126**Electronic Record and Signature Disclosure:**

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Anna P. Gunderson



Sent: 7/14/2023 4:26:28 PM

Anna.Gunderson@sfcityatty.org

Viewed: 7/17/2023 3:15:07 PM

Security Level: Email, Account Authentication
(None), Access Code

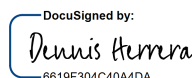
Signed: 7/17/2023 3:16:36 PM

Signature Adoption: Pre-selected Style
Using IP Address: 208.121.32.145**Electronic Record and Signature Disclosure:**

Accepted: 6/15/2022 3:14:29 PM

ID: 0953c401-293f-4123-8236-528ad39e558a

Dennis Herrera



Sent: 7/17/2023 3:16:42 PM

DJHerrera@sfgwater.org

Viewed: 7/17/2023 3:54:49 PM

General Manager

Signed: 7/17/2023 3:54:59 PM

SF PUC

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(None)Signature Adoption: Pre-selected Style
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

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Christopher Wong CJWong@sewater.org Principal Administrative Analyst CCSF - PUC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/14/2023 4:26:28 PM Viewed: 7/19/2023 9:41:56 AM
Valerie Aguas VAguas@sewater.org Executive Assistant CCSF - PUC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/17/2023 3:16:39 PM
Ronald Flynn rflynn@sewater.org Deputy General Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/17/2023 3:16:40 PM
Teresa Roiz TRoiz@sewater.org CCSF - PUC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/17/2023 3:16:41 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/14/2023 4:15:51 PM
Certified Delivered	Security Checked	7/17/2023 3:54:49 PM
Signing Complete	Security Checked	7/17/2023 3:54:59 PM
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