

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION
REVOCABLE LICENSE**
(License #P4703)

THIS REVOCABLE LICENSE (this “License”) dated for reference purposes only as of August 18, 2025, 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 the CITY OF DALY CITY, a municipal corporation (“Licensee”). City and Licensee sometimes are referred to collectively in this License as the “**Parties**” or singularly as a “**Party**.”

BASIC LICENSE INFORMATION

The following is a summary of basic license information (the “**Basic License Information**”). Each item below will be deemed to incorporate all the terms set forth in this License pertaining to the 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 will control.

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| City: | CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Utilities Commission |
| Licensee: | CITY OF DALY CITY |
| License Area (Section 1): | Portions of SFPUC Parcel No. 55 (“ Lake Merced Tract ”), commonly known as Assessor’s Parcel No. 7283-004, located in San Francisco, 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. The License Area is comprised of twelve (12) habitat mitigation sites (the “ Habitat Mitigation Sites ”), three (3) staging areas (the “ Staging Areas ”), and access routes, as shown generally in the attached <u>Exhibit B</u> and more particularly in the Approved Plans, Specifications and Work Schedule in the attached <u>Exhibit D</u> . |
| Term (Section 2): | Five (5) years commencing on the Commencement Date and expiring on the License Term Expiration Date (“ Term ”). Commencement Date: <u>08/21/2025 2:35:56 PM PDT</u> License Term Expiration Date: December 31, 2031 |
| Permitted Acts (Section 4(a)): | (i) ingress and egress of personnel, vehicles, and equipment; (ii) removal of existing non-native and invasive plant species, followed by installation of habitat restoration sites at twelve (12) Habitat Mitigation Sites; (iii) installation and removal of temporary irrigation; (iv) ongoing inspection, maintenance, and repair of the twelve (12) Habitat Mitigation Sites; and (v) construction staging and laydown in connection with the work to be performed under this License. |

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| Permitted Habitat Mitigation, Monitoring and Facilities: | (i) Habitat Mitigation Sites consisting of native vegetation and temporary irrigation; (ii) temporary security fencing; and (iii) any future improvements or alterations to the License Area made in accordance with this License (“ Habitat Mitigation, Monitoring and Facilities ”). |
| Application Fee (Section 7(a)): | \$2,000 |
| Use Fee (Section 7(b)): | \$27,512 |
| Security for Performance (Section 3): | N/A |
| Remit All Payments To: | City and County of San Francisco c/o Customer Service Bureau Attn: Real Estate Billing 525 Golden Gate Avenue, 3rd Floor San Francisco, CA 94102 Reference: License P4703 |
| 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: | Joshua Cosgrove, Director of Water & Wastewater Resources |
| Telephone No. and Email: | (650) 991-8206 Email: jcosgrove@dalycity.org |
| Alternate Contact for Licensee: | Anthony Tofiga, Senior Management Analyst, Department of Water & Wastewater Resources |
| Telephone No. and Email: | (650) 991-8202 Email: atofiga@dalycity.org |
| Licensee's Billing Address: | Department of Water & Wastewater Resources City of Daly City 153 Lake Merced Blvd Daly City, CA 94015 Attn: Joshua Cosgrove Re: Vista Grande Mitigation Sites License P4703 |

City and Licensee agree as follows:

1. License. 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 Francisco, 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 on 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 will 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 WILL 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 MARCH 3, 1930 IN BOOK 2002, AT PAGE 1, OF OFFICIAL RECORDS OF SAN FRANCISCO 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 GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY’S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE WILL 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 HABITAT MITIGATION, MONITORING AND FACILITIES TO BE INSTALLED BY LICENSEE ON THE LICENSE AREA PURSUANT TO THIS LICENSE, AND CITY WILL 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 HABITAT MITIGATION, MONITORING AND 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 GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

2. Term of License; Revocability.

(a) Term. The privilege conferred to Licensee pursuant to this License will commence on the Commencement Date, as shown in the Basic License Information. The Commencement Date is the date on which this License is fully executed and delivered by City following the SFPUC authorization and approval (the “**Commencement Date**”), and, following the Commencement Date, the Term of this License will immediately expire upon the earlier to occur of: **(i)** five (5) years after the Commencement Date, **(ii)** the date on which a new license is executed between the Parties superseding this License; **(iii)** immediately upon written notice from either Party to the other to terminate this License; or **(iv)** thirty (30) days after written notice from City to Licensee revoking this License.

(b) Termination. This License may be terminated 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. The Parties acknowledge that portions of the License Area identified as Staging Areas in the attached **Exhibit B** will be terminated when Licensee’s use of those areas is no longer needed in accordance with the work schedule described in Section 5 (h) [Work Schedule].

(c) Revocability. At its sole option, and subject to Section 3 below, 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 revocation, Licensee will promptly surrender the License Area in the condition required by this License. The installation of Habitat Mitigation, Monitoring and Facilities or the existence of other improvements to, or alterations of, the License Area, regardless of cost, will not in any way whatsoever limit City’s right to revoke this License.

3. Compliance with Coastal Development Permit Conditions. The Parties acknowledge and agree that the installation of the Habitat Mitigation, Monitoring and Facilities and the related activities contemplated in this License are being performed to satisfy conditions of Coastal Development Permit No. 2-23-0862 for the Vista Grande Drainage Basin Improvements Project (the “**CDP**”). The Parties acknowledge that this License is revocable or terminable by the City as set forth herein. Notwithstanding anything to the contrary, in recognition of the required obligations of the Licensee under the CDP, however, and the Parties’ mutual interest in ensuring compliance with the CDP, the City shall endeavor in good faith to provide at least thirty (30) days’ prior written notice to Licensee of revocation or termination, unless exigent circumstances or interference with City utility operations require otherwise, so long as the CDP remains in effect.

4. Use of License Area.

(a) Permitted Acts. Licensee may enter and use the License Area for the sole purpose of **(i)** ingress and egress of personnel, vehicles, and equipment; **(ii)** removal of existing non-native and invasive plant species, followed by installation of Habitat Mitigation Sites at twelve (12) locations; **(iii)** installation and removal of temporary irrigation; **(iv)** ongoing inspection, maintenance, and repair of the twelve Habitat Mitigation Sites; and **(v)** construction staging and laydown in connection with the work to be performed under this License, in strict accordance with Section 5(a) [Approval of Plans and Specifications] below, and for no other purpose whatsoever (“**Permitted Acts**”).

(b) Subject to City Uses. Licensee is aware that the License Area constitutes a portion of City's regional water system. Notwithstanding anything to the contrary in this License, all of Licensee's activities pursuant to this License will be subject and subordinate at all times to City's existing and future use of the License Area for municipal and other purposes. City will in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from the condition of the License Area or use of the License Area by SFPUC for any utility purpose. At City's request, Licensee will immediately remove any of Licensee's property or improvements from the License Area to allow City access to the SFPUC facilities. If City deems it necessary, at City's sole discretion, City may remove any property or improvements, and City will not be responsible for restoring or returning the same to its prior condition.

5. Habitat Mitigation, Monitoring and Facilities. Licensee may perform the permitted acts described in Section 4(a) [Permitted Acts] above on the License Area and may install the Habitat Mitigation, Monitoring and Facilities on the License Area only on 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, Specifications and Work Schedule"). The Approved Plans, Specifications and Work Schedule may be revised or amended only with the SFPUC's prior written approval after the SFPUC's Environmental Management Group has determined that no further environmental review is required by the California Environmental Quality Act ("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, including for any Habitat Mitigation, Monitoring and Facilities, Licensee will contact the Interconnection Services Department in the Power Enterprise of the SFPUC to arrange for service. Licensee will 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 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 will arrange 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 will obtain 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 any Approvals, Licensee will deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee's work under this License will be deemed to constitute the approval of any federal, state,

or other local regulatory authority with jurisdiction, and nothing in this License will limit Licensee's obligation to obtain all 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 will 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 improvements, equipment, or fixtures. In no event will 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 will the SFPUC's 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 will use and will 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 system, facilities, or other property and to native vegetation and natural attributes of the License Area and to minimize slope erosion, except to the extent authorized by the Permitted Acts. Except as set forth in the Approved Plans, Specifications and Work Schedule, Licensee will 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 will mark the location of City's water pipelines or other facilities within the License Area and will 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 will immediately inform City of any actual or potential damage to the coating of the pipeline, and any damage will be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect upon notification to Licensee to make any necessary repairs itself, at Licensee's sole cost. Upon completion of the repairs, City will send to Licensee an invoice therefor, which Licensee will pay within thirty (30) days following receipt. Under no circumstances will 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 will 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 its facilities.

(g) Heavy Equipment. Licensee will not use any heavy construction equipment over or about City's pipelines, except as otherwise expressly allowed in Section 6(i) [Heavy Equipment and Vehicles] below.

(h) Work Schedule and Notification for Future Work. Licensee must diligently perform and complete the Permitted Acts in accordance with the Approved Plans, Specifications and Work Schedule provided in the attached Exhibit D. At least ten (10) business days prior to the commencement of any maintenance or repair work on the License Area not detailed in the Approved Plans, Specifications and Work Schedule, Licensee will notify City's Peninsula and San Francisco Watershed Resource Manager ("Watershed Manager"), at (650) 652-3201, of the date

the work will commence and the intended work schedule. Notification must also be given to Underground Service Alert at least two (2) days prior to the start of the work. Notwithstanding the approval of Licensee's schedule by the SFPUC, the Watershed Manager will have the right to require Licensee to adjust its schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. and 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the SFPUC at least ten (10) business days prior to commencing the work. In connection with its approval, City may charge Licensee additional inspection fees payable prior to the SFPUC's approval of the request. Notwithstanding the work hours set forth above, Licensee will comply with any applicable local ordinance that imposes later start times and/or earlier cessation times for construction activities.

(i) **Restoration of License Area.** Immediately following completion of any work permitted under this License, Licensee will remove all debris and any excess dirt, to City's satisfaction. Licensee will restore any damage caused to existing roads and may be required to restore excavated areas with new vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City, and will comply with all applicable regulations of the regulatory agency with jurisdiction.

(j) **Pipeline Depth/Installation of Above-Ground Markers.** Before commencing any excavation work in the License Area, Licensee will measure the depth of City's pipelines, if any, located in the License Area by potholing and forward the information to City. Any potholing authorized by this License will be subject to the requirements of Section 5(m) [Potholing] below. Upon completion of work, Licensee will promptly notify City in writing of the depth of City's pipeline and related facilities in the License Area. Licensee will install above-ground markers identifying the location of any underground facilities installed pursuant to this License. The location, type, and installation of markers and identifying information on the markers will be subject to the SFPUC's prior written approval.

(k) **As-Built Drawings/Reports.** Promptly upon completion of any Habitat Mitigation, Monitoring and Facilities, Licensee will furnish the SFPUC with two (2) complete copies of final as-built drawings for the Habitat Mitigation, Monitoring and Facilities, which drawings will include sufficient detail so as to allow City to precisely locate the Habitat Mitigation, Monitoring and 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 will furnish to City a complete copy of the report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(l) **Contractors.** Licensee will not accept and release its contractor for work authorized or required by this License before securing the SFPUC's written approval.

(m) **Potholing.** Any potholing authorized by this License will be subject to the direction of City's Watershed Manager. Potholing using the soft dig method (vacuum soil extraction system) is preferred. If Licensee wishes to use any other mechanical method such as digging with a backhoe, Licensee must submit a written request to the SFPUC at least five (5) business days prior to commencing the work and obtain the SFPUC's prior written consent. Notwithstanding the foregoing, the last two feet (2') above the top of the pipe must be dug manually, without the use of any machines.

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 will not construct or place any temporary or permanent structures or improvements in, on, under, or about the License Area, nor will 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 will 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, if applicable, which may be amended from time to time and as approved by the SFPUC in writing in advance.

(c) Dumping. Licensee will 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 will not cause, nor will 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 will 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 will further comply with all applicable Laws requiring notice of releases or threatened releases to governmental agencies and will 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 will 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 any remedial action, Licensee will 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 applicable 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. Section 9601 et seq., or pursuant to Section 78075 of the California Health & Safety Code or any other applicable 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 those 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 will 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 will 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 will 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 will 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 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 will be limited strictly to the License Area. Licensee will not traverse over or otherwise use any adjoining lands of City.

(h) **Ponding; Water Courses**. Licensee will not cause any ponding on the License Area or any flooding on adjacent land. Licensee will 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 will 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) **Heavy Equipment and Vehicles**. To prevent damage to City’s underground pipelines, Licensee’s use of vehicles and equipment within twenty feet (20') of each side of the centerline of any City pipeline (measured on the surface) will be subject to the following restrictions:

(i) The depth of soil cover over the tops of City’s pipelines must be at least three feet (3') for steel cylinder pipe and four feet (4') for reinforced pre-stressed concrete cylinder pipe to accommodate the loading defined in subsection (ii) below. If any equipment with axle loading exceeds the loads stated in subsection (ii) below or if the depth of soil cover is less than stated above, Licensee will submit to the SFPUC for review and approval, at the SFPUC’s sole discretion, engineering calculations prepared by a licensed Professional Engineer licensed in California showing that City’s pipelines will not be adversely affected by Licensee’s proposed activities. If City’s pipelines may be adversely affected, Licensee will submit remedial measures for City’s approval to ensure that no adverse effect will occur.

(ii) The effects of vehicle and equipment loads on the pipeline must not exceed the effects of the “AASHTO Standard H-10 Loading.” H-10 loading is defined as loading caused by a two-axle truck with a gross weight of ten tons (20,000 lbs.), axles fourteen feet (14') apart, and rear axle carrying eight tons (16,000 lbs.). Licensee will be responsible for providing the SFPUC adequate evidence that its equipment and vehicles meet the foregoing requirements.

(iii) Licensee will not use vibrating compaction equipment without the SFPUC's prior written approval, which approval may be given or withheld at the SFPUC's sole discretion.

(iv) If the depth of the soil cover over the pipeline (determined by potholing or other proof procedure) is less than the minimum stated in subsection (i) above, unless an alternate method is approved by the SFPUC in writing, all excavation and grading over the pipeline must be performed manually. For any machinery or equipment excavation and grading over and/or within twenty feet (20') of each side of the centerline of the pipeline (measured on the surface), Licensee will submit a written proposal together with all supporting calculations and data to the SFPUC for review and approval. In any case, the two feet (2') of soil around the pipeline must be removed manually or by other methods approved by the SFPUC with due care as provided in Section 5(e) [Exercise of Due Care] above.

(j) **Intentionally Omitted.**

(k) **Cathodic and Other Protection.** City may adopt from time-to-time rules and regulations with regard to the Habitat Mitigation, Monitoring and Facilities, Licensee's prior improvements or alterations, and Licensee's operations under this License as City may determine are necessary or appropriate, at City's sole discretion, to safeguard against corrosion of, or other damage to, City's pipelines and other facilities. Licensee will immediately comply with all rules and regulations upon receipt of a copy of any rules and regulations.

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

(a) **Processing Fee.** Licensee will 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 will be made by good check payable to the City and County of San Francisco and delivered to City in care of the SFPUC Real Estate Director 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) **Use Fee.** In addition, Licensee will pay to City a use fee in consideration of Licensee's use of the License Area. The use fee payable will be in the amount of Twenty Seven Thousand Five Hundred and Twelve Dollars (\$27,512) ("Use Fee"). The Use Fee will be paid to City, without prior demand and without any deduction, setoff, or counterclaim whatsoever. If this License is superseded by a new license as contemplated in Section 2(a)(ii), any Use Fee paid by Licensee under this License will be credited against the use fee due and payable under any new license. All sums payable by Licensee to City pursuant to this License will be paid in cash or by good check 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. **City's acceptance of a third-party check or other payment will not be deemed as City's acceptance or acknowledgement of any assignment of this License and will not be deemed to establish a relationship between City and that third party. Any sum tendered by a third party will be deemed a use fee tendered on behalf of Licensee and not on behalf of the third party regardless of whether it contains a restrictive endorsement.**

(c) **Intentionally Omitted.**

(d) Intentionally Omitted.

8. Required Insurance Coverages. Licensee's compliance with the provisions of this Section 8 will 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 will 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 any work appropriate amounts of insurance and add City as additional insured 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) Pollution Liability Insurance applicable to Licensee's activities and responsibilities under this License with limits not less than \$1,000,000 each occurrence combined single limit, including coverage for on-site third-party claims for bodily injury and property damage.

(e) 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.

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

(g) Primary Insurance Endorsements.

(i) The Commercial General Liability policy will provide that the policy is 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 will provide that the policy is 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 will provide that the policy is 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) The policies will also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage will not reduce or void the coverage as to any other insured and will 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.

(h) Other Insurance Requirements.

(i) Thirty (30) days' advance written notice will 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 will be provided to City. Notices will be sent to the City address set forth in Section 31(a) [Notices].

(ii) If any of the required insurance is provided under a claims-made form, Licensee will maintain 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, those claims will be covered by the claims-made policies.

(iii) If any of the required insurance is 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 the general annual aggregate limit, the general annual aggregate limit must be double the occurrence or claims limits specified above.

(iv) If any required insurance lapses during the Term of this License, requests for payments originating after the lapse will 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 the insurance lapses.

(v) Prior to the Commencement Date, Licensee will 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 will submit or cause their respective insurance brokers to submit requested information through the TenantShield 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 will not relieve or decrease Licensee's liability hereunder. If Licensee fails to procure the required insurance, or to deliver policies or certificates, at its option, City may procure the same for the account of Licensee, and Licensee will reimburse City for any costs paid by City within five (5) business days after delivery to Licensee of an invoice therefor.

(vi) If Licensee will use any subcontractor(s) to perform the Permitted Acts, Licensee will 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 will 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 the general commercial practice.

(i) **Self-Insurance.**

Licensee will 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 will 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 will 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 will 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 will 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 will 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 American with Disabilities Act) and all applicable 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 will procure and maintain in force at all times during its use of the License Area 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 will be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License will limit Licensee's obligation to obtain all regulatory approvals at Licensee's sole cost, or limit in any way City's exercise of its police powers.

Licensee will keep itself fully informed of City's Charter, codes, ordinances and regulations and all state and federal laws, rules and regulations affecting the performance of Licensee's operations pursuant to this License, and will at all times comply with those laws and regulations. Licensee agrees to maintain its good standing as a corporation, nonprofit, limited liability company, partnership, joint venture, or similar legal entity at all times during the Term of this License. Licensee's obligation to maintain good standing includes, without limitation, Licensee's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, or any other applicable agency or entity. Licensee will immediately notify City of any voluntary or involuntary change to its good standing status or in its eligibility, rights and privileges as a statutory entity. Upon City's request, Licensee will provide documentation demonstrating its compliance with all applicable Laws. If Licensee will use any contractors to perform the Permitted Acts, Licensee is responsible for ensuring they comply with all applicable Laws at the time Licensee contracts with those contractors and for the duration of that agreement. Any failure by Licensee or any of its contractors to remain in good standing with applicable Laws will be a material breach of this License.

10. Covenant to Maintain Habitat Mitigation, Monitoring and Facilities. Licensee will be solely responsible for required monitoring and regulatory reporting to the California Coastal Commission regarding the Habitat Mitigation, Monitoring and Facilities, and City will have no duty whatsoever for such monitoring or regulatory reporting. Licensee will be solely responsible for repairing and maintaining the Habitat Mitigation, Monitoring and Facilities and related improvements or alterations made in or on the License Area, pursuant to this License, in a good, clean, safe, secure, sanitary, and sightly condition. City will have no duty whatsoever for any repair or maintenance of the License Area or any Habitat Mitigation, Monitoring and Facilities, or other Licensee improvements or alterations. Throughout the Term of this License, at its sole cost, Licensee will maintain the License Area at all times in a good, clean, safe, secure, sanitary, and sightly condition, so far as the License Area may be affected by Licensee's activities under this License. Licensee will notify City in writing not less than five (5) days before performing any repair or maintenance work in the License Area, except in the case of an emergency when Licensee will notify City telephonically and in writing as soon as reasonably possible.

11. Monuments.

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments shown on the attached Exhibit B, if any, are in place and in good condition. During the installation of any Habitat Mitigation, Monitoring and Facilities and at all times during Licensee's use of the License Area, Licensee will protect and safeguard City's monuments. Licensee will promptly notify City if Licensee becomes aware of any change in the condition of City's monuments, regardless of the cause of the change.

(b) If Licensee damages a monument necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, Licensee will survey, file a land surveyor's map in the Official Records of the County of San Francisco, and install a replacement monument within thirty

(30) days of completion of work authorized under this License, all at Licensee's expense and to City's satisfaction. A recorded surveyor's map will be furnished by Licensee to the SFPUC for its records.

(c) During the Term of this License, City may replace missing monuments or install new monuments. When City replaces missing monuments or installs new monuments, City will give Licensee written notice of the replacement or installation. Upon deposit of the notice in the U.S. mail by City, postage prepaid, Licensee will assume the protection and replacement responsibilities set forth in this License.

12. Removal or Alteration of Facilities or Improvements. Without limiting City's rights under this License, at City's written request, Licensee will promptly alter or remove, at its sole expense, all Habitat Mitigation, Monitoring and Facilities, improvements, plantings, or other property owned by Licensee or 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 the 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. City's costs and expenses will 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 all Habitat Mitigation, Monitoring and Facilities, improvements, plantings, or other property installed or placed in, on, under, or about the License Area by Licensee. Upon City's written or oral notice that an emergency exists, the owner of any utility facilities must take immediate action at its sole expense to protect, remove, or relocate the utility facilities as required by City to address the emergency.

13. Intentionally Omitted.

14. Signs. Except for any pipeline markers required by City or any regulatory agency with jurisdiction, Licensee will 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.

15. Surrender. Upon the expiration of this License or within ten (10) days after any earlier revocation or other termination of this License, Licensee will surrender the License Area in substantially the same condition as received excepting any plants or other vegetation removed or planted by Licensee, free from hazards, and clear of all debris. At that time, Licensee will remove all of its property from the License Area and any signs, and, upon City's request, the Habitat Mitigation, Monitoring and Facilities and any other structures, improvements, or alterations placed on the License Area during the Term of this License, and will repair, at its cost, any damage to the License Area caused by the removal. Licensee's obligations under this Section will survive any termination of this License.

16. 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 during the Term, at its sole cost, Licensee will immediately notify City of the damage or threat by **(a)** calling 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 will not be obligated to, remedy the damage or threat at Licensee's sole cost, or City may elect to observe Licensee's repair work. If City elects not to remedy the damage or threat, Licensee will repair all 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 utilities and other existing facilities and their protection from damage. Licensee will be solely responsible to arrange and pay directly for any utilities or services necessary for its Permitted Acts; provided, Licensee will obtain City's prior written approval for the provision of any services or utilities in, on, under, or through the License Area.

17. City's Right to Cure Defaults by Licensee. If Licensee fails to perform its obligations under this License or if Licensee defaults in the performance of its other obligations under this License, then, at its sole option, City may remedy the failure for Licensee's account and at Licensee's expense after first providing Licensee with (i) five (5) business days' prior written notice of City's intention to cure the default (except that no prior notice will be required in the event of an emergency as determined by City), and (ii) the opportunity for Licensee to cure the default within the notice period or such other longer period of time agreed upon by City. City's action will not be construed as a waiver of City's rights or remedies under this License, and nothing in this License will imply any duty of City to do any act that Licensee is obligated to perform. Licensee will 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 the default. Licensee's obligations under this Section will survive the termination of this License.

18. No Costs to City. Licensee will bear all costs or expenses of any kind or nature in connection with its use of the License Area and will 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.

19. Indemnity. Licensee will indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against 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"), or 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 term, covenant, or condition 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 the terms, covenants, or conditions relate to or are triggered by the work to be performed or

Habitat Mitigation, Monitoring and Facilities or other Licensee improvements or alterations on the License Area; except solely to the extent of Claims resulting directly from the 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 the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity will 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 will survive the expiration or other termination of this License.

20. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents, or employees will 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 these 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 the 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 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 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 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 Habitat Mitigation, Monitoring and Facilities or other Licensee improvements or alterations on the License Area; 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 all claims, demands, rights, and causes of action against for consequential and incidental damages (including lost profits) and covenants not to sue for 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 its 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 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 will survive any termination of this License.

21. 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 all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the License Area, whether foreseen or unforeseen, and whether these matters are of record or would be disclosed by an accurate inspection or survey.

City discloses (a) City has not been issued a disability access inspection certificate as described in California Civil Code Section 55.53(e), (b) 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 **(c)** 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 will 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.”

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

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

24. 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.

25. Intentionally Omitted.

26. Intentionally Omitted.

27. Intentionally Omitted.

28. 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 the 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 that individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the 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, if applicable; 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 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.

29. Intentionally Omitted.

30. 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 that 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 will pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest created by this License and will 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 will be paid when the same become due and payable and before delinquency.

(c) Licensee will not allow or suffer a lien for any 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 contest.

(d) San Francisco Administrative Code Sections 23.38 and 23.39 require that City report certain information relating to this License, and any renewals of this License, to the County Assessor within sixty (60) days after any renewal, and that Licensee report certain information relating to any assignment of or transfer under this License to the County Assessor within sixty (60) days after any assignment or transfer transaction. Licensee will provide this information as may be requested by City to enable City to comply with this requirement.

31. Notices.

(a) Except as otherwise expressly provided in this License, service of notices and demands given under this License will be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested, or next-business-day courier, to City or to Licensee, as applicable, at the addresses specified below. Properly addressed notices issued pursuant to this License will be deemed given on the date

personal delivery is made or, if sent by a method that provides confirmation of delivery, on the earliest of confirmed delivery or confirmed attempted delivery:

City or the SFPUC: Real Estate Services Division
San Francisco Public Utilities Commission
525 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
Attn: Real Estate Director
Re: Vista Grande Mitigation Sites
License P4703
Telephone No.: (415) 487-5210

Licensee: Department of Water & Wastewater Resources
City of Daly City
153 Lake Merced Blvd
Daly City, CA 94015
Attn: Joshua Cosgrove, Director of Water and
Wastewater Resources
Re: Vista Grande Mitigation Sites
License P4703
Telephone No.: (650) 991-8206
Email: jcosgrove@dalycity.org

Telephone numbers and email addresses are provided for convenience of communication and do not constitute sufficient methods for delivering notices. Each party may change its address for notices from time to time by giving notice to the other in the manner described above.

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

32. 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.

33. Prohibition of Alcoholic Beverage Advertising. No advertising of alcoholic beverages is allowed on the License Area. For purposes of this Section, "alcoholic beverage" will be defined as set forth in California Business and Professions Code Section 23004, and will 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.

34. 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 will 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 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 City. Licensee will comply, and will require all of Licensee's contractors to comply, with the IPM plan approved by City and will 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, the 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 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 pesticide application will 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>.

35. 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 Section 87100 *et seq.* and Section 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 fact that would constitute a violation of these provisions during the Term of this License, Licensee will immediately notify City.

36. Disclosure. City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Act (Gov't Code Section 7920.000 *et seq.*), apply to this License and all records, information, and materials related to this License submitted to City in connection with this License. Accordingly, all records, information, and materials may be subject to public disclosure in accordance with City's Sunshine Ordinance and the State Public Records Act. Licensee authorizes City to disclose any records, information, and materials submitted to City in connection with this License.

37. Intentionally Omitted.

38. Severability. If any provision of this License, or its application to any person, entity, or circumstance, will be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this License, or the application of any provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this License will 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.

39. 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 will be considered the drafter of this License, and no presumption or rule that an ambiguity will be construed against the Party drafting the clause will apply to the interpretation or enforcement of this License.

40. Intentionally Omitted.

41. San Francisco Packaged Water Ordinance. Licensee will comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Licensee will 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 City’s Department of the Environment. If Licensee violates this requirement, City may exercise all remedies in this License and the Director of City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

42. 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 will be effective unless in writing and signed by an officer or other authorized representative of such Party, and only to the extent expressly provided in a written waiver. No waiver will be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) The exhibits referenced in and attached hereto are incorporated into this License. (d) This License contains the entire agreement between the Parties regarding the subject matter of this License, and supersedes all prior written or oral negotiations, discussions, understandings, and agreements between the Parties regarding such subject matter. (e) The Section and other headings of this License are for convenience of reference only and will be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License will 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 will 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 will 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 will 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 will 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 will automatically revoke this License. (m) 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. (n) Whenever this License requires City’s or the SFPUC’s consent or approval, the General Manager of the SFPUC, or their designee, will 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 will be effective unless given, made, or exercised in writing. (o) This License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. (p) 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. (q) Each person executing this License on Licensee’s behalf does hereby represent and warrant that Licensee has full right and authority to enter into this License, and that each person signing on behalf of Licensee is duly authorized to bind Licensee to the terms and conditions of this License. Upon City’s request, Licensee will provide documentation confirming the foregoing representations and warranties.

[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 DALY CITY,
a municipal corporation

By: 

Its: CITY MANAGER

Date: 8/15/25

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

DocuSigned by:

By:


DENNIS J. HERRERA

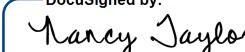
General Manager
San Francisco Public Utilities Commission
(authority pursuant to SFPUC Resolution
No. 24-0185)

Date: 08/21/2025 | 2:35:56 PM PDT

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By:



6D71B4E83445A74...

Nancy Taylor
Deputy City Attorney

EXHIBIT A

Description of License Area

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

Portions of SFPUC Parcel No. 55 ("Lake Merced Tract"), 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]

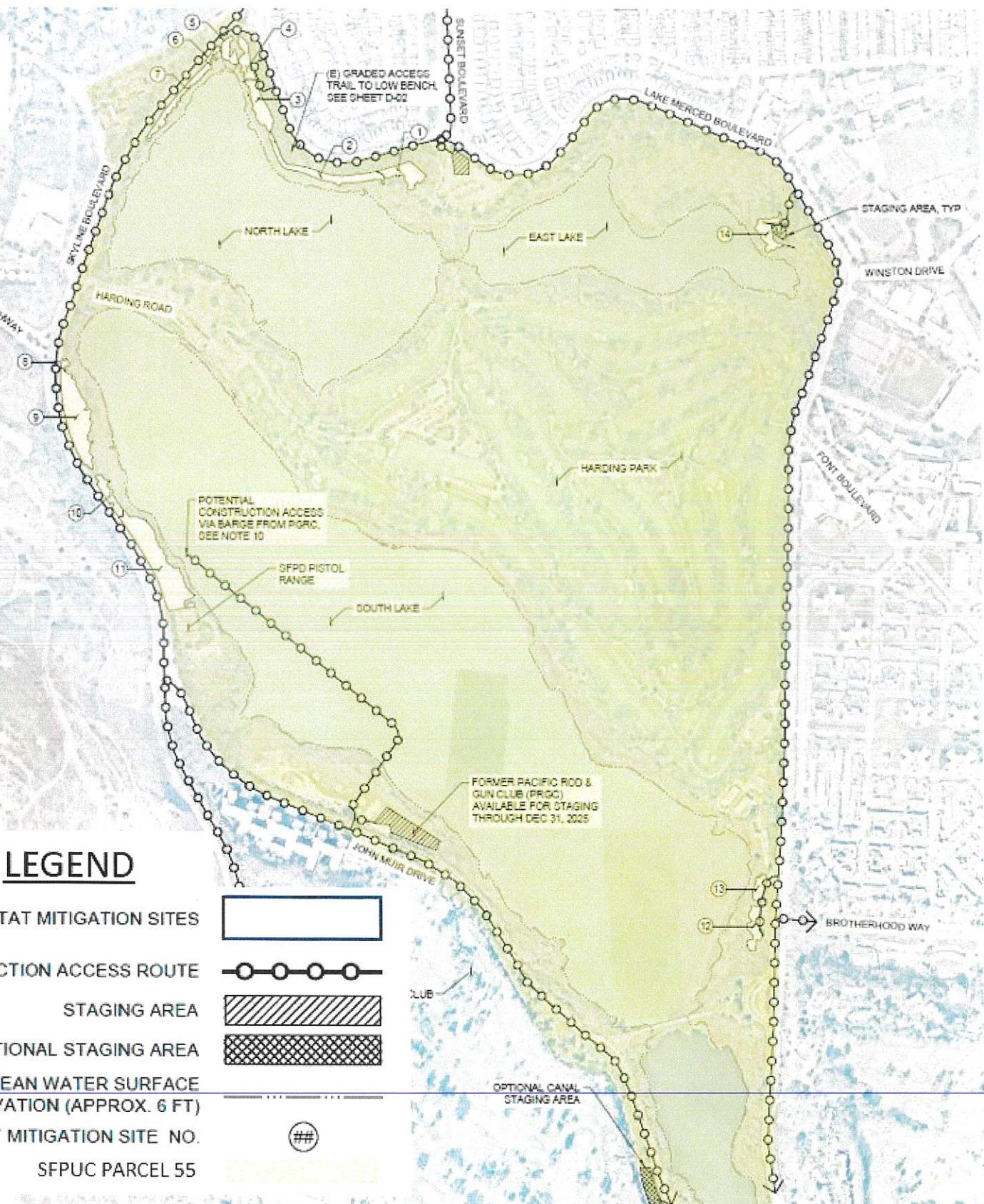


EXHIBIT C

Deed

[see attached]

of Lawton Street 94.683 feet to the intersection thereof with the west-
erly line of Locksley Avenue (formerly Serpentine Road); thence
along said westerly line of Locksley Avenue the following courses
and distances, to-wit: south $8^{\circ} 31'$ east 44.876 feet; south $10^{\circ} 24'$
east 176.033 feet; south $15^{\circ} 22'$ east 270.661 feet; south $6^{\circ} 02'$ east
66.142 feet; thence south $43^{\circ} 06' 13''$ west 72.898 feet to the inter-
section of said westerly line of Locksley Avenue with the northerly
line of Moraia (formerly "M") Street; thence south $86^{\circ} 45'$ west
along said northerly line of Moraia Street 127.994 feet to the inter-
section thereof with the easterly line of Seventh Avenue; thence north
 $3^{\circ} 15'$ west along said easterly line of Seventh Avenue 600.42 feet
to the intersection thereof with the southerly line of Lawton Street
and the point of commencement.

Being all of Outside Lands Block No. 855.

Parcel 52:

Commencing at the point of intersection of the northerly line of
Lawton (formerly "L") Street with the easterly line of Seventh
Avenue, and running thence north $86^{\circ} 45'$ east along said northerly
line of Lawton Street, 81.594 feet to the intersection thereof with
the westerly line of Locksley Avenue (formerly Serpentine Road);
thence along said westerly line of Locksley Avenue north $19^{\circ} 46'$
west 124.718 feet; thence north $3^{\circ} 54' 48''$ east 91.208 feet; thence
north $22^{\circ} 36'$ $31''$ east 39.93 feet; thence leaving said westerly line
of Locksley Avenue south $86^{\circ} 45'$ west 75 feet, more or less, to the
easterly line of Seventh Avenue; thence along said easterly line of
Seventh Avenue south $3^{\circ} 15'$ east 24.5 feet, more or less, to the inter-
section thereof with the northerly line of Lawton Street and the
point of commencement.

Being a portion of Outside Lands Block No. 774.

Parcel 53:

Commencing at a point on the westerly line of Seventh Avenue
distant thereon 13 feet 11 inches northerly from the northerly line
of Lawton (formerly "L") Street; running thence along said west-
erly line of Seventh Avenue north $3^{\circ} 15'$ west 211 feet 1 inch to the
intersection thereof with the southerly line of school property of the
City and County of San Francisco; thence along the southerly line
of said school lot south $86^{\circ} 45'$ west 83 feet, more or less, to the
intersection thereof with the westerly boundary line of the original
Winter Tract; thence along said westerly line of said Winter Tract
due south 207 feet, more or less, and thence due east 94 feet 1 inch
to the westerly line of Seventh Avenue and the point of commence-
ment.

Being a portion of Outside Lands Block No. 775.

Parcel 54:

Commencing at the point of intersection of the southerly line of
Ortega (formerly "O") Street with the westerly boundary line of the
original Winter Tract, said point being distant along said southerly
line of Ortega Street north $86^{\circ} 45'$ east 26 feet, more or less, from the
easterly line of Eighth Avenue, running thence north $86^{\circ} 45'$ east 7
feet, more or less, to the northwesterly boundary line of the San
Miguel Rancho; thence along said Rancho line south $18^{\circ} 32'$ west
18.5 feet, more or less, to the intersection thereof with said westerly
boundary line of said Winter Tract; thence along said last mentioned
line due north 18 feet, more or less, to the southerly line of Ortega
Street and the point of commencement.

Being a portion of Outside Lands Block No. 952.

Parcel 55: Lake Merced Tract.

The following described parcel of land situate partly within the

City and County of San Francisco and partly within the County of
San Mateo in the State of California, to-wit:

Beginning at the point of intersection of the southerly line of
Sloat Boulevard with the center line of 36th Avenue if said center line
be produced southerly along its present course, and running thence
along the southerly extension of said center line south $3^{\circ} 02' 50''$
east 3700 feet; thence on a circular curve to the left with a radius
of 100 feet and a central angle of 90° , a distance of 157.08 feet;
thence north $86^{\circ} 57' 10''$ east 412.35 feet to a point on the arc of a
curve with a radius of 300 feet, at which point the tangent to said
curve bears north $54^{\circ} 15' 30''$ east; thence north northeasterly along the
arc of said curve with a central angle of $22^{\circ} 56' 30''$, a distance of
120.13 feet; thence north $31^{\circ} 19'$ east 311.01 feet; thence on a curve
to the right with a radius of 320 feet and a central angle of $68^{\circ} 50'$,
a distance of 390.02 feet; thence south $78^{\circ} 51'$ east 83.63 feet; thence
on a curve to the right with a radius of 290 feet and a central angle
of $74^{\circ} 56'$, a distance of 261.22 feet; thence south $4^{\circ} 01'$ east 45.27
feet; thence on a curve to the right with a radius of 134.97 feet; thence on a curve
to the left with a radius of 125 feet and a central angle of $145^{\circ} 26'$,
a distance of 317.29 feet; thence north $57^{\circ} 13'$ east 341.67 feet;
thence on a curve to the right with a radius of 340 feet and a cen-
tral angle of $21^{\circ} 07\frac{1}{2}'$, a distance of 125.36 feet; thence north 78°
 $20\frac{1}{2}'$ east 247.25 feet; thence on a curve to the right with a radius of
320 feet and a central angle of $39^{\circ} 24'$, a distance of 220.05 feet;
thence south $62^{\circ} 15\frac{1}{2}'$ east 132.79 feet; thence on a curve to the
right with a radius of 130 feet and a central angle of $139^{\circ} 06'$, a dis-
tance of 283.92 feet; thence south $66^{\circ} 5\frac{1}{2}'$ west 166.28 feet; thence
on a curve to the left with a radius of 125 feet and a central angle
of $68^{\circ} 12'$, a distance of 149.88 feet; thence south $1^{\circ} 51' 16''$ east 26.16
feet; thence on a curve to the left with a radius of 280 feet and a
central angle of $55^{\circ} 08'$, a distance of 192.45 feet; thence south 56°
 $59\frac{1}{2}'$ east 194.26 feet; thence on a curve to the right with a radius of
400 feet and a central angle of 25° , a distance of 174.53 feet;
thence south $31^{\circ} 59\frac{1}{2}'$ east 89.26 feet; thence on a curve to the left
with a radius of 800 feet and a central angle of $11^{\circ} 50'$, a distance
of 165.22 feet; thence south $43^{\circ} 49\frac{1}{2}'$ east 51.56 feet; thence on a
curve to the left with a radius of 250 feet and a central angle of 38°
 $50'$, a distance of 169.44 feet; thence south $82^{\circ} 39\frac{1}{2}'$ east 44.63
feet; thence on a curve to the right with a radius of 200 feet and a
central angle of $54^{\circ} 00'$, a distance of 188.73 feet; thence south 28°
 $35\frac{1}{2}'$ east 36.54 feet; thence on a curve to the left with a radius of
300 feet and a central angle of $27^{\circ} 30'$, a distance of 143.99 feet;
thence south $56^{\circ} 05\frac{1}{2}'$ east 15.63 feet; thence on a curve to the right
with a radius of 150 feet and a central angle of $130^{\circ} 30'$, a distance
of 341.66 feet; thence south $74^{\circ} 24\frac{1}{2}'$ west 247.35 feet; thence on
a curve to the right with a radius of 300 feet and a central angle
of $41^{\circ} 40'$, a distance of 218.17 feet; thence north $6^{\circ} 55\frac{1}{2}'$ west
 $156^{\circ} 34'$ feet; thence on a curve to the left with a radius of 300 feet
and a central angle of $116^{\circ} 07'$, a distance of 607.99 feet; thence
south $0^{\circ} 02\frac{1}{2}'$ east 187.72 feet; thence on a curve to the left with
a radius of 500 feet and a central angle of $28^{\circ} 30'$, a distance of 205.03
feet; thence south $23^{\circ} 32\frac{1}{2}'$ east 42.76 feet; thence on a curve to
the right with a radius of 500 feet and a central angle of $23^{\circ} 30'$, a
distance of 205.08 feet; thence south $0^{\circ} 02\frac{1}{2}'$ east 734.68 feet;
thence on a curve to the left with a radius of 200 feet and a central
angle of $89^{\circ} 58\frac{1}{2}'$, a distance of 314.07 feet to Point No. 47 herein-
after referred to; thence north $59^{\circ} 59'$ east 1706.53 feet; thence on
a curve to the left with a radius of 200 feet and a central angle of
 $72^{\circ} 10'$, a distance of 251.91 feet; thence north $17^{\circ} 49'$ east 56.78
feet; thence on a curve to the right with a radius of 125 feet and a
central angle of $81^{\circ} 54'$, a distance of 178.68 feet; thence south 80° .



17' east 627.77 feet; thence on a curve to the right with a radius of 550 feet and a central angle of $31^{\circ} 30'$, a distance of 102.38 feet; thence south $48^{\circ} 47'$ east 17.81 feet; thence on a curve to the right with a radius of 100 feet and a central angle of $57^{\circ} 57'$, a distance of 170.95 feet; thence south $49^{\circ} 10'$ west 105.57 feet; thence on a curve to the left with a radius of 125 feet and a central angle of $80^{\circ} 40'$, a distance of 175.99 feet; thence south $31^{\circ} 30'$ east 217.30 feet; thence on a curve to the left with a radius of 125 feet and a central angle of $61^{\circ} 30'$, a distance of 154.17 feet; thence north 87° east 287.95 feet; thence south $74^{\circ} 49^{\circ}$ east 503.42 feet to a point in the easterly boundary of the Rancho Laguna de la Merced; thence along said boundary south $0^{\circ} 15'$ east 268.08 feet to a point which is distant along said boundary 150.44 feet northerly from a granite monument set at the intersection thereof with the boundary line between the City and County of San Francisco and the County of San Mateo; thence the following courses and distances: north $74^{\circ} 33\frac{1}{4}$ west 35.95° feet to Point No. 63 hereinafter referred to in the description of Farrel 60; north 80° 28 1/2' west 568.06 feet; south 75° 36 1/2' west 266.00 feet; south 86° 36 1/2' west 146.06 feet; north 54° 23 1/2' west 101.00 feet; north 66° 13 1/2' west 160.00 feet; north 65° 23 1/2' west 344.00 feet; north 72° 41 1/2' west 97.00 feet; south 82° 18 1/2' west 299.00 feet; north 69° 41 1/2' west 173.00 feet; north 86° 21 1/2' west 315.00 feet; south 63° 58 1/2' west 108.00 feet; south 5 21 1/2' east 281.00 feet; south 86° 51 1/2' west 185.00 feet; north 42° 34 1/2' west 305.00 feet; north 80° 0 1/2' west 282.00 feet; north 89° 0 1/2' west 321.00 feet to Point No. 74 hereinafter referred to; south 29° 58 1/2' west 510.00 feet; south 13° 13 1/2' west 555.00 feet; south 3° 33 1/2' west 625.00 feet; south 19° 56 1/2' east 285.00 feet; south 3° 16 1/2' east 352.00 feet; south 39° 46 1/2' east 107.00 feet; south 82° 01' east 90.14 feet to Point No. 86 hereinafter referred to; which point is in the boundary line between the City and County of San Francisco and the County of San Mateo distant thereon 3659.07 feet westerly from a granite monument set at the intersection thereof with the easterly line of the Rancho Laguna de la Merced; thence the following courses and distances: south $0^{\circ} 01\frac{1}{2}'$ east 610.63 feet to Point No. 87, hereinafter referred to; thence south $5^{\circ} 26\frac{1}{2}'$ east 400 feet; thence south $15^{\circ} 26\frac{1}{2}'$ east 400 feet; south $6^{\circ} 15\frac{1}{2}'$ west 838.00 feet; south $88^{\circ} 45\frac{1}{2}'$ west 512.00 feet; north $34^{\circ} 19\frac{1}{2}'$ west 833.00 feet; north $4^{\circ} 40'$ west 677.67 feet; north $0^{\circ} 02'$ west 617.78 feet to Point No. 94, hereinafter referred to; thence north $55^{\circ} 30'$ west 655.05 feet to a point in the boundary line between the City and County of San Francisco and the County of San Mateo, distant 342.37 feet easterly from a granite monument in said boundary line; thence north $58^{\circ} 30'$ west 38.42 feet; thence on a curve to the right with a radius of 730 feet and a central angle of $49^{\circ} 45\frac{1}{2}'$, a distance of 633.87 feet; thence north $8^{\circ} 44\frac{1}{2}'$ west 188.53 feet; thence on a curve to the left with a radius of 200 feet and a central angle of $11^{\circ} 05'$, a distance of 38.69 feet; thence north $19^{\circ} 49\frac{1}{2}'$ west 233.18 feet; thence on a curve to the left with a radius of 110 feet and a central angle of $61^{\circ} 37\frac{1}{2}'$, a distance of 118.31 feet; thence north $81^{\circ} 27'$ west 76.59 feet; thence on a curve to the right with a radius of 370 feet and a central angle of $50^{\circ} 09\frac{1}{2}'$, a distance of 323.91 feet; thence north $27^{\circ} 18'$ west 14.22 feet; thence on a curve to the left with a radius of 300 feet and a central angle of $41^{\circ} 56'$, a distance of 219.56 feet; thence north $69^{\circ} 14'$ west 639.64 feet; thence on a curve to the right with a radius of 1000 feet and a central angle of $16^{\circ} 12\frac{1}{2}'$, a distance of 282.89 feet; thence north $53^{\circ} 01\frac{1}{2}'$ west 434.46 feet; thence on a curve to the right with a radius of 500 feet

and a central angle of $56^{\circ} 03'$, a distance of 489.13 feet; thence north $3^{\circ} 01\frac{1}{2}'$ east 232 feet; thence on a curve to the left with a radius of 400 feet and a central angle of $34^{\circ} 09'$, a distance of 238.41 feet; thence north $31^{\circ} 07\frac{1}{2}'$ west 127.85 feet; thence on a curve to the right with a radius of 200 feet and a central angle of $16^{\circ} 05'$, a distance of 56.20 feet; thence north $16^{\circ} 01\frac{1}{2}'$ west 89.06 feet; thence on a curve to the left with a radius of 300 feet and a central angle of $25^{\circ} 03'$, a distance of 131.16 feet; thence north $40^{\circ} 04\frac{1}{2}'$ west 29.11 feet; thence on a curve to the left with a radius of 500 feet and a central angle of $2^{\circ} 23'$, a distance of 12.48 feet; thence north $42^{\circ} 27\frac{1}{2}'$ west 417.45 feet; thence on a curve to the right with a radius of 235 feet and a central angle of $42^{\circ} 10'$, a distance of 209.74 feet; thence on a curve to the left with a radius of 675 feet and a central angle of 18° , a distance of 212.06 feet; thence north $18^{\circ} 17\frac{1}{2}'$ west 277.73 feet; thence on a curve to the right with a radius of 400 feet and a central angle of $19^{\circ} 59'$, a distance of 139.51 feet; thence north $1^{\circ} 41\frac{1}{2}'$ east 186.11 feet; thence on a curve to the right with a radius of 200 feet and a central angle of $37^{\circ} 48'$, a distance of 132.07 feet; thence on a curve to the left with a radius of 370 feet and a central angle of $34^{\circ} 30'$, a distance of 222.79 feet; thence north $4^{\circ} 59\frac{1}{2}'$ east 55 feet to Point No. 129, hereinafter referred to; which point is south $85^{\circ} 00\frac{1}{2}'$ east 505 feet from the southeast corner of the United States Life Saving Station Tract; thence south $85^{\circ} 00\frac{1}{2}'$ east 60 feet; thence north $4^{\circ} 59\frac{1}{2}'$ east 1040.77 feet; thence north $3^{\circ} 01'$ west 63.41 feet; thence on a curve to the right with a radius of 400 feet and a central angle of $66^{\circ} 46'$, a distance of 466.12 feet; thence north $65^{\circ} 45'$ east 934.65 feet; thence on a curve to the right with a radius of 200 feet and a central angle of $81^{\circ} 28'$, a distance of 284.40 feet; thence south $34^{\circ} 46'$ east 904.42 feet; thence on a curve to the left with a radius of 200 feet and a central angle of $66^{\circ} 26'$, a distance of 231.92 feet; thence north $78^{\circ} 47'$ east 305.12 feet; thence on a curve to the left with a radius of 100 feet and a central angle of $81^{\circ} 49\frac{1}{2}'$, a distance of 142.82 feet to a point on the southerly extension of the center line of 37th Avenue; thence along said last mentioned extension north $3^{\circ} 02' 50''$ west 1444.29 feet to the southernly line of Sloat Boulevard; thence easterly along said southerly line of Sloat Boulevard 310.26 feet to the point of convenience. Containing 81.13 acres.

As incident and appurtenant to the lands herein described as Parcel 55, the Water Company hereby gives and grants to the City the following temporary rights, privileges or easements in, over and upon the lands retained by the Water Company, or in, over and upon other lands adjoining or in the immediate vicinity of said parcel, to-wit:

1. The right to use, in common with the Water Company and others, the existing road known as the "Golf Club Road," extending from Junipero Serra Boulevard in a general westerly direction to the easterly boundary of Parcel 55, until such time as the City shall have access from Junipero Serra Boulevard to the portion of said Golf Club Road now existing within said parcel by means of other streets or roads hereafter constructed by the Water Company or its successors in interest.
2. The right to operate, maintain and repair the existing surface drainage ditch and appurtenances in the northeasterly portion of the Lake Merced lands retained by the Water Company; until such time as said portion shall be subdivided and streets are laid out through the same, after which time said drainage ditch and appurtenances shall be removed by the City.

There are expressly excepted from this grant of Parcel 55 and reserved to the Water Company, its successors and assigns, the following rights and easements, to-wit:

1. The right to use for roadway purposes the present constructed road known as the "Golf Club Road," commencing on the easterly boundary of said Parcel 55 at a point approximately 60 feet southwesterly from Point No. 79 thereof, and running southerly and southerly along the westerly boundary of Parcel 55 at a point distant approximately 30 feet southerly from Point No. 94 thereof.

2. The right to use for roadway purposes the present constructed road commencing on the easterly boundary of Parcel 55 near Point No. 47 thereof and running southwesterly and southerly along its present course to its intersection with the "Golf Club Road."

3. A right of way easement 50 feet wide for a road to be constructed from the easterly boundary of Parcel 55, between Points Nos. 86 and 87 thereof, in a northwesterly direction to an intersection with the "Golf Club Road," near the northeasterly end of the dam dividing the so-called settling pond from South Lake Merced.

4. A right of way easement 50 feet wide for a road to connect that portion of the Lake Merced lands lying immediately north of the easterly extension of said Parcel 55 along Ocean View Gulch with any road the City may hereafter establish and construct along said Gulch.

5. Right of way easements, each 80 feet wide, for not more than three roads or streets to extend easterly and westerly across that portion of Parcel 55 which extends northerly to Sloat Boulevard between the center lines of 36th and 37th Avenues produced southwesterly.

6. The right to construct, maintain, operate, use, repair, enlarge, relay and reconstruct such water pipes, sewers, telephone and power lines across the easterly extension of Parcel 55 along Ocean View Gulch and also across the northerly extension of said Parcel 55 which lies between the center lines of 36th and 37th Avenues produced southerly, as may be necessary for the proper development of the property retained by the Water Company and lying on either side of said extensions.

It is expressly understood between the parties hereto that the location and type of construction of said roads, water pipes, sewers, telephone and power lines across any portions of said Parcel 55, easements for which are herein reserved to the Water Company, shall be subject to the approval of the City Engineer or other governing authority of the City; but, if for any reason the City and the Water Company shall not be able to agree with reference to said location and type of construction, then the matters upon which no agreement has been reached shall be submitted to three arbitrators, one of whom shall be selected by the City Engineer or other governing authority of the City, one by the Water Company and the third by the two other arbitrators, and the decision of any two of the three arbitrators shall be binding upon each of the parties hereto.

There is expressly reserved to the Water Company, its successors and assigns the right to receive water and water service at legally established rates for use upon any of the lands commonly known as Lake Merced lands which are retained by the Water Company, from water mains now in existence or which may hereafter be constructed through or across any of said Lake Merced lands retained by the Company or hereby conveyed to the City; provided, however, that the particular locations and types of connections with such water mains and the particular mains with which such connections shall be made, shall first be approved by the City Engineer or other governing authority of the City.

This conveyance of Parcel 55 is made subject to certain easements or rights granted or agreed to be granted by the Water Company, which are contained and set forth in those certain deeds and agreements hereinafter specified, which, insofar as they are recited as recorded are recorded in the office of the Recorder of the City and County of San Francisco, to-wit:

1. To San Francisco Golf and Country Club by deed dated February 17, 1916, and recorded February 18, 1916, in Book 911 of Deeds at page 311; by deed dated February 18, 1921, and recorded January 3, 1923, in Book 636, Official Records, at page 187, by deed dated March 12, 1928, and recorded April 4, 1928, in Book 1633, Official Records, at page 124; and by Agreement of Sale, dated October 7, 1928, and acknowledged on behalf of the Water Company before O. A. Eggers, Notary Public, October 9, 1928.

2. To Lakeside Golf Club by deed dated October 5, 1916, and recorded October 27, 1916, in Book 982 of Deeds at page 17, and also recorded in San Mateo County on November 16, 1916, in Book 258 of Deeds at page 304.

3. To the State of California by deed dated October 17, 1921, and recorded January 14, 1922, in Book 455, Official Records, at page 7; and by deed dated July 14, 1922, and recorded August 31, 1922, in Book 530, Official Records, at page 142.

4. To Pacific Gas and Electric Company by deed dated August 3, 1925, and recorded August 14, 1925, in Book 1116, Official Records, at page 352.

5. To The Olympic Club by deed dated February 1, 1923, and recorded June 18, 1923, in Book 725, Official Records, at page 75, also recorded in the County of San Mateo on June 1, 1923, in Book 79, Official Records, at page 117, and by deed dated March 18, 1929, and acknowledged on behalf of the Water Company before O. A. Eggers, Notary Public, March 18, 1929.

6. To Lake Merced Golf and Country Club by deed dated April 20, 1929, and acknowledged on behalf of the Water Company before Mabel C. Spence, Notary Public, April 20, 1929.

Said Parcel 55 is also subject to a certain written lease executed

by the Water Company to Pacific Gas and Electric Company and the

Pacific Telephone and Telegraph Company dated November 6, 1926, and telephone services purposes; and is also subject to a certain revocable license granted by the Water Company to the Pacific Gas and Electric Company by written instrument dated April 22, 1926,

for street lighting purposes. The Water Company also hereby grants to the City as appurtenant to the lands described as Parcel 55, and for the purpose of protecting and augmenting the waters and water sources of Lake Merced, and also for the purpose of facilitating the supply and distribution of water to consumers in the City and County of San Francisco and vicinity, all those certain rights relating to the construction, maintenance, operation, use and repair of existing or future pipe lines or other utility structures and to the use of the subterranean waters reserved or to be reserved by the Water Company, together with the right to enforce those certain sanitary restrictions imposed for the benefit of adjoining lands of the Water Company, including the lands hereby conveyed to the City, contained or set forth in any of the foregoing instruments described above as three deeds and agreement of sale to San Francisco Golf and Country Club dated, respectively, February 17, 1921; February 18, 1921; March 12, 1928, and October 7, 1929; a deed to Lakeside Golf Club dated October 5, 1916; two deeds to The Olympic Club dated, respectively, February 1, 1923, and March 18, 1929; and a deed to Lake Merced Golf and Country Club dated April 20, 1929; also the rights reserved to the Water

Company in three deeds to Joint Highway District No. 10 of the State of California dated November 14, 1921, and recorded November 26, 1929, one in Book 499 at page 1, another in Book 501 at page 1, and the third in Book 502 at page 1. Official Records of San Mateo County; also the right to exercise and use jointly with the Water Company, those certain rights and privileges reserved to the Company in said two deeds to the State of California dated, respectively, October 17, 1921, and July 14, 1922.

As appurtenant to the lands described in said Parcel 55, there is also conveyed to the City all subterranean waters under the Lake Merced Ranch lands retained by the Water Company and surrounding or in the immediate vicinity of said Parcel 55; provided, however, that there is expressly reserved to the Water Company, and its successors in interest to drill or any part of the said situated and retained lands, the right to drill new wells for and to take water from such new wells or from existing wells situated within the limits of the said retained lands for domestic or other use upon such retained lands, or upon the part or parts thereof upon which are located the well or wells from which the particular water is obtained in the event different parts of the said retained lands should ever be owned severally by more than one successor in interest to the Water Company, but not for use elsewhere.

The Water Company grants to the City the right to enter upon the lands retained by the Company for the purpose of repairing, renewing or relaying any parts or portions of the existing Vista Grande sewer; and the City, by the acceptance of this deed of conveyance, assumes the obligations of the Water Company expressed in that certain written agreement dated November 30, 1907, between the Spring Valley Water Company, party of the first part, and Ocean View Land and Improvement Company, and others, as parties of the second part, relating to the repair and maintenance of said sewer, but does not hereby assume any obligation of the Water Company under said agreement, if any such obligation exists, to enlarge said sewer. The Water Company also grants to the City, as appurtenant to said Parcel 55, the right to enforce, either separately or jointly with the Water Company, those certain conditions pertaining to sanitary control of the Lake Merced lands embodied in paragraphs "A", "E", "G" and "H", or that certain deed for a surface right of way made by Spring Valley Water Company to Ocean Shore Railway Company dated September 15, 1908, and recorded July 3, 1914, in the office of the Recorder of the City and County of San Francisco in Book 788 of Deeds, page 356; and also the right, reserved to the Water Company in said deed to construct or lay water mains across that portion of said surface right of way which lies within the tract of land known as the Lake Merced Golf and Country Club lands.

As a part of the consideration for the sale by the Water Company and the purchase by the City of the lands described in said Parcel 55, the Water Company agrees that no buildings shall ever be permitted upon the following described strip of land, and that said strip of land shall never be used for any purpose other than roadways, parks or gardens, golf courses, or play grounds:

A strip of land having a uniform width of 150 feet measured southwesterly at right angles from the southwesterly boundary of Parcel 55 of lands within the City and County of San Francisco and extending from the southerly line of said City and County in a general northwesterly direction to the boundary line of the United States Military Reservation known as Fort Funston, and continuing thence with a width of 50 feet between the southwesterly and westerly boundary of said Parcel 55 and the northeasterly and easterly boundary of said Military Reservation to Point No. 129 of the survey of

In the event of the sale by the Spring Valley Water Company of any portion of the land contained within said strip, the above conditions and restrictions shall be made forever binding upon the parties to whom said land may be sold and upon their successors in interest.

The following described lots, pieces or parcels of land situate wholly within the City and County of San Francisco, State of California:

Parcel 56: Central Pump Station Lot.

Commencing at the point of intersection of the southerly line of Sloat Boulevard with the easterly line of Twenty-third Avenue, it said line of Twenty-third Avenue produced 660 feet; thence at an angle of 90° 00' 06" to the left 400 feet; thence at an angle of 89° 59' 52" to the left and parallel to said easterly line of Twenty-third Avenue 657.98 feet to the southerly line of Sloat Boulevard; thence westerly along said line of Sloat Boulevard at an angle of 88° 44' 52" to the left 11.8 feet to a post set at an angle therein and marked B-8; thence at an angle of 1° 16' to the left and continuing along said line of Sloat Boulevard 282.03 feet to the easterly line of Twenty-third Avenue produced as aforesaid and the point of commencement. Containing 6.557 acres.

Parcel 57-A: Strip along Junipero Serra Boulevard, North of Ocean View Gulch.

Beginning at the intersection of the easterly line of the Rancho Laguna de la Merced with the southerly line of Ocean Avenue and running thence along said line of said Rancho, at an angle of 64° 53' 16" from said southerly line of Ocean Avenue, south 2° 35' west 230.9 feet; thence leaving said Rancho line south 89° 40' east 10.01 feet; thence south 2° 35' west 71.16 feet; thence north 87° 25' west 10 feet to said Rancho line; thence along said Rancho line south 2° 35' west 340.30 feet; thence leaving said Rancho line south 87° 25' east 10.00 feet; thence south 2° 35' west 2207.96 feet; thence south 89° 37' west 10.01 feet to said Rancho line; thence along said Rancho line south 2° 35' west 1565.48 feet to an angle therein; thence leaving said Rancho line south 16° 13' east 1458.32 feet to the intersection of said easterly line of said Rancho with the northerly line of the tract hereinabove described as Parcel No. 55; thence along said line of Parcel No. 55, north 74° 49' 52" west 25.57 feet to the southeasterly corner of that certain tract of land described as Parcel 4 in a deed from Spring Valley Water Company to City and County of San Francisco dated May 1, 1929, and recorded June 18, 1929, in Volume 1863, Official Records of the City and County of San Francisco at page 281; thence northerly along the easterly line of said Parcel 4 and the easterly line of the tract of land described as Parcel 2 in said deed; 6447.491 feet to the southerly line of Ocean Avenue aforesaid; thence south 60° 30' east 22.13 feet to the point of beginning. Containing 3.66 acres.

Subject to the terms and conditions of the following instruments, to-wit:

1. Agreement covering streets and street extensions made between Spring Valley Water Company and Urban Realty Improvement Company dated June 9, 1913 and recorded July 3, 1913 in Book 39 of Covenants at page 144, City and County of San Francisco Records.

2. Revocable licenses for street lighting purposes granted to Pacific Gas and Electric Company by written instruments dated respectively August 15, 1924, March 31, 1925, in amendment thereof, and April 22, 1925.

Parcel 57-B: Strip along Junipero Serra Boulevard, South of Ocean View Gulch.

Commencing on the easterly line of Rancho Laguna de la Merced at the southeasterly corner of Parcel 55 hereinbefore described; run-

EXHIBIT D

Approved Plans, Specifications and Work Schedule

[see attached]

Work Schedule

| Activity: | Duration: |
|--|------------------------------------|
| Construction (installation of temporary fencing, removal of vegetation, installation of irrigation system, planting, etc.) | August 2025 through December 2025 |
| Construction Staging (including demobilization) | August 2025 through February 2026 |
| Temporary Irrigation (installation, maintenance, and removal) | August 2025 through December 2029 |
| Establishment Period | January 2025 through December 2031 |