

# EXHIBIT A - DRAFT AGREEMENT

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

IQHQ-Spur Ph I, LLC  
674 Via de la Valle, Suite 206  
Solana Beach, CA 92705  
Attention: Legal Department

This Space For Recorder's Use Only

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 ("**Effective Date**"), by and between IQHQ-SPUR PH I, LLC, a Delaware limited liability company ("**Owner**" or "**Licensor**"), and CITY OF SOUTH SAN FRANCISCO, a municipal corporation ("**City**" or "**Licensor**"), with reference to the facts set forth in the Recitals below.

### RECITALS

**WHEREAS**, Owner is the owner of certain real property in the City of South San Francisco, County of San Mateo, State of California, as more particularly described in **Exhibit A** attached hereto ("**Property**").

**WHEREAS**, Owner intends to develop the Property with an eight-story office/R&D building of approximately 263,000 square feet above grade and a four-story subterranean garage (the "**New Building**") in accordance with the Conditions of Approval attached as Exhibit E to Resolution No. 71-2022 and related approvals granted by the City Council on May 11, 2022 and July 27, 2022 ("**Conditions of Approval**"). The construction of the New Building and activities related to it are called, collectively, the "**Project**".

**WHEREAS**, Owner intends to excavate on the Property, the intended depth of said excavation to be in excess of nine (9) feet below the adjacent curb level at the point where the joint property lines of the Property and the public right of way (as defined below) intersect the curb, and thereafter to construct the New Building.

**WHEREAS**, The City has the authority to regulate the terms and conditions for the use of the surface, the air space above the surface, and the area below the surface of the public streets, roads, sidewalks, lanes, courts, ways, alleys, and boulevards, including, without limitation, all public utility easements and public service easements as the same now or may thereafter exist that are under the jurisdiction of the City ("**Public Right-of-Way**") for the construction, installation and maintenance of private buildings and improvements.

**WHEREAS**, in connection with Owner's excavation for and construction of the New Building, Owner has requested permission of City to enter upon the Public Right-of-Way in order to perform certain actions in connection with the construction of the New Building, including to construct, install, use, repair, modify, and maintain the shored wall elements, underpinning, and subgrade tieback systems, which are located within the Public Right-of-Way area further described

in **Exhibit B**, attached hereto (“**License Area**”), which permission the City is willing to grant, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the parties agree as follows:

### **AGREEMENT**

1. **Grant of License.** City hereby grants to Owner and its employees, agents, consultants, contractors, successors, and assigns, a non-exclusive and limited duration license (the "**License**"), to periodically enter the License Area during the term of this Agreement for the following purposes:

(a) **Lateral and Subjacent Support.** To construct, install, use, repair, modify, and maintain the shored wall elements, underpinning, and subgrade tieback systems necessary to construct the New Building and as may be necessary to provide lateral and subjacent support and protection to the License Area and associated developments thereon, as more fully described in **Exhibit C** to this Agreement, as the same may be modified in accordance herewith (the "**Work**"). All Work performed under this License shall be at Owner’s sole cost and expense.;

2. **License Fee.** Owner shall pay to City a fee in the amount of Four Hundred Thirty-Four Thousand Six Hundred Forty-One Dollars (\$434,641.00), as set forth in the invoice attached hereto as Exhibit D, which shall be Owner’s sole and total payment obligation to City for the License under this Agreement, including, without limitation, all fees and costs for (i) permits and (ii) services provided by the City’s engineers, consultants, contractors, and staff associated with the License and the Agreement.

3. **Drawings and Specifications.** Notwithstanding the foregoing, without the prior written consent of City, Owner shall not perform any Work on or under the License Area other than as described in **Exhibit C** attached hereto (the "**Drawings and Specifications**") or reasonably related thereto, except in the case of an Emergency. City and Owner recognize and agree that City approves of the Work described in the Drawings and Specifications.

4. **Preconstruction Survey.** Prior to commencement of the Work, Owner and City (or their designees) shall conduct a joint walk-through examination and survey of the License Area, including improvements thereon, to establish the pre-construction condition thereof ("**Pre-construction Condition**"). Owner shall prepare a photographic survey report documenting the pre-construction condition (the "**Pre-construction Survey**"), which shall be submitted to City for its review and approval. To the extent that City has objections to the Pre-construction Survey, such objections shall be provided to Owner within fourteen (14) days after City’s receipt of the Pre-construction Survey. Owner shall use commercially reasonable efforts to respond to City’s objections and resubmit the Pre-construction Survey within fourteen (14) days following receipt of City's objections.

5. **Tiebacks.** The Work installed on or under the License Area pursuant to this Agreement, including without limitation, tiebacks, shall not be located at a depth less than twenty feet (20’) from the street surface. Tieback anchors located at a depth greater than twenty feet (20’) from the street surface shall remain tensioned and shall be left in place by Owner after the

termination or expiration of this Agreement. Legal title to the components of the Work located on or under the License Area shall pass to City upon the termination or expiration of this Agreement.

6. **Use and Maintenance of the License Area.** Owner and City hereby agree that so long as this Agreement remains in effect, Owner may use, maintain, repair, replace and/or remove the Work located within the License Area. Except in the event of an Emergency, Owner shall not construct or add any improvements in the License Area other than the Work without the City's prior express written consent, provided that such additional work complies with all applicable laws and Owner obtains or causes to be obtained all required permits. In the event of an imminent threat to health, safety, or risk of damage to the Property, the Public Right-of-Way, or the License Area (in whatever state of completion) (an "**Emergency**"), Owner may access License Area, including structures and buildings thereon, to perform any work necessary to prevent or respond to such Emergency, provided that Owner shall use reasonable efforts to provide as much prior notice to City as is practical under the circumstances.

7. **Damage in License Area.** Except for minor settlement cracks, Owner shall be responsible for (i) any damage to City street pavements, existing utilities, curbs, gutters, sidewalks caused by Owner's installation, maintenance, repair or removal of the Work, (ii) costs for issuance of permits and inspection of the Work, and (iii) repair, replacement and restoration in kind of damage to the License Area arising from Owner's prosecution of the Work (other than to the extent such damage is caused by the City, its employees, officers or agents), in each case, at its sole expense. Owner shall notify all utilities of any damage caused by Owner's installation, maintenance, repair or removal of the Work. Owner shall be responsible at its sole cost and expense to all utilities for any damage caused to facilities owned by utilities caused by Owner's installation, maintenance, repair or removal of its Work.

If the License Area to be used by Owner for the installation of Work has pre-existing installation(s) placed in the said License Area, Owner shall assume the responsibility to verify the location of the pre-existing installation and notify the City and any third party of Owner's proposed installation. The reasonable and documented cost of any work required by such third party of City to provide adequate space or required clearance to accommodate Owner's installation of the Work in the License Area shall be borne solely by Owner.

8. **Records and Field Locations.** Owner shall maintain accurate maps and improvement plans of the Work. Owner shall submit to the City at the conclusion of installation of the Work copies of all maps accurately depicting the actual location of the Work as built. Owner shall, upon demand of the Engineering and Transportation Department Director, deliver to the office of the Engineering Division free of charge, and to other third parties interested in performing work within the License Area for a reasonable charge upon request, within thirty (30) days after such demand, such maps and plans as may be required to show in detail the location, depth, and description of all Work installed within said License Area.

9. **Hold Harmless and Indemnification.** Owner, jointly and severally, for itself, its successors, agents, contractors and employees, agrees to indemnify, defend (with counsel selected by Owner and acceptable to City) and hold harmless City, its officers, employees and agents (each a "**City Indemnified Party**") from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments,

remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense (collective, the "**Losses**") to the extent associated with the Work and/or resulting from the activities of Owner described in this Agreement, except to the extent arising from the City's or any City Indemnified Party's willful misconduct or grossly negligent acts or omissions.

10. **Insurance.** Owner shall ensure that all contractors performing Work shall procure and maintain for the duration of this Agreement "occurrence coverage" insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Work.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - 1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
  - 2) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.
- b. Minimum Limits of Insurance. Owner shall maintain limits no less than:
  - 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with general aggregate limits is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - 2) Automobile Liability: Comprehensive automobile liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.
  - 3) Workers' Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City acknowledges and agrees that the Owner's General Liability policy contains a deductible of \$50,000.
- d. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provision:

- 1) General Liability Coverage and Automobile Liability Coverage.
    - a) The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Owner; products and completed operations of Owner, arising out of the Work. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
    - b) Each insurance policy shall contain the following endorsement language: “Notwithstanding any other provisions in this policy, the insurance afforded hereunder to the City of South San Francisco shall be primary as to any other insurance or reinsurance covering or available to the City of South San Francisco, and such other insurance or reinsurance shall not be required to contribute to any liability or loss until and unless the approximate limit of liability afforded hereunder is exhausted.”
    - c) Owner’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of Owner’s insurance and shall not contribute with it.
    - d) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
    - e) Owner’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
  - 2) Worker’s Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from the Work.
  - 3) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by regular mail, has been given to the City.
- e. Acceptability of Insurers: Insurance is to be placed with insurers with a Bests’ rating of no less than A-:VII.

- f. Verification of Coverage: Owner shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before execution of this Agreement.
- g. Subcontractors: Owner shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- h. The City's Risk Manager may approve a variation in those insurance requirements upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available or that the City's interests are otherwise fully protected.

11. **Duration of Agreement.** Unless otherwise modified by City and Owner in writing, the License and this Agreement shall expire upon the earlier of (a) five (5) years from the Effective Date or (b) the receipt of a certificate of occupancy by Owner for the New Building. Upon expiration of the Agreement, City and Owner shall enter into an agreement terminating this Agreement, which shall be executed and acknowledged by the City and all of the respective legal owners of the Property, and such agreement shall be recorded in the Official Records of San Mateo County.

12. **Severability.** If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

13. **Notices.** All notices given or which may be given pursuant to this Agreement shall be in writing and transmitted by United States mail or by private delivery systems or by facsimile if followed by United States mail or by private delivery systems as follows:

To the City: Attn: Engineering Division  
City of South San Francisco  
315 Maple Avenue  
South San Francisco, CA 94080

To Owner: IQHQ, Inc.  
674 Via de la Valle, Suite 206  
Solana Beach, CA 92705

Attention: Legal Department

14. **Successors and Assigns.** Each of the agreements, covenants and obligations of Owner and City, respectively, set forth in this Agreement shall be covenants that run with the land and shall be binding upon all successors of Owner and City, respectively, for the benefit of the owner of the other property and such owner's successors in accordance with Section 1468 of the California Civil Code. This Agreement shall not be assignable by Owner without prior notice to and approval by City; provided, however, that Owner may assign the rights granted hereunder to a parent, successor, or subsidiary of Owner, now or hereinafter existing, by only providing written notice to City of such assignment. Notwithstanding any provision of this Agreement to the contrary, nothing contained herein shall be deemed to be a gift or dedication of any portion of the License Area to the general public or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed in this Agreement.

15. **Cooperation.** If any additional documents are reasonably necessary to accomplish the express purposes of this Agreement, the parties hereto agree to cooperate reasonably and in good faith in the preparation of any such documents, and agree to promptly sign and deliver any such documents.

16. **Entire Document/Modification.** This Agreement constitutes the entire agreement between the parties hereto with respect to the Work and License Area, and supersedes as of the date hereof any prior agreement(s) between the parties, written or oral, concerning the subject matter of this Agreement. Any subsequent modification of this Agreement shall be in a writing signed by both parties or their respective successors in interest.

17. **Invalidity and Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and effect of the invalid or unenforceable provision.

18. **Liens Not Impaired.** No breach of the covenants or terms of this Agreement or any enforcement thereof shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, now or hereafter executed upon the Property or any portion thereof. None of the covenants or terms of this Agreement shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that any such covenant or term shall be binding upon and effective against the owner of the Property or any portion thereof whose title to the Property or such portion thereof is acquired by foreclosure, trustee's sale or otherwise.

19. **Attorneys' Fees.** In the event of any controversy, claim or dispute arising out of this Agreement or any breach hereof, the prevailing party in any legal action shall be entitled to recover from the losing party its costs and expenses, including reasonable attorneys' fees and costs.

20. **Required Notice.** This Agreement shall fulfill all of Owner's obligations to notify City of the excavation on the Property as required by the provisions of California Civil Code Section 832, and this Agreement is intended to comply with all the notice requirements of such Section 832.

21. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflicts of law. All actions, proceedings, lawsuits, claims, and disputes shall be venued in the County of San Mateo, State of California.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same instrument.

*[signatures on following page]*

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

IQHQ-SPUR PH I, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

CITY:

CITY OF SOUTH SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_

Name: Charles Michael Futrell

Its: City Manager

Approved as to Form:

\_\_\_\_\_  
City Attorney

EXHIBITS:

Exhibit A – Legal Description

Exhibit B – License Area

Exhibit C – Drawings and Specifications

Exhibit D – License Fee

**ACKNOWLEDGMENTS**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are/is  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public

personally appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are/is  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal)

## EXHIBIT "A"

### Legal Description of Property

Real property in the City of South San Francisco, County of San Mateo, State of California, described as follows:

#### PARCEL ONE:

COMMENCING AT THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING OF "NORTH 38° 03' 34" EAST" AND A DISTANCE OF "186.31 FEET" IN THE NORTHWESTERLY LINE OF THE 1.038 ACRE PARCEL OF LAND AS DESCRIBED IN DEED DATED MARCH 25, 1986, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO SOUTHERN PACIFIC DEVELOPMENT COMPANY, RECORDED DECEMBER 28, 1989, AS [INSTRUMENT NO. 89175131, OFFICIAL RECORDS](#) OF SAID COUNTY; THENCE NORTH 38° 03' 34" EAST ALONG SAID COURSE, 22.49 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN TO BE DESCRIBED; THENCE NORTH 51° 56' 26" WEST 142.07 FEET TO A POINT IN THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL NO. 2" IN DEED DATED NOVEMBER 26, 1984, FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY TO CITY OF SOUTH SAN FRANCISCO, RECORDED DECEMBER 19, 1984, AS [INSTRUMENT NO. 84134706, OFFICIAL RECORDS](#) OF SAID COUNTY; THENCE NORTHERLY ALONG SAID EASTERLY LINE, ON A CURVE TO THE RIGHT, TANGENT TO SAID CURVE AT LAST SAID POINT BEARS NORTH 11° 48' 36" EAST, HAVING A RADIUS OF 1472.75 FEET, A CENTRAL ANGLE OF 11° 35' 35", AN ARC DISTANCE OF 297.99 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERLY LINE, NORTH 23° 24' 11" EAST, TANGENT TO SAID CURVE AT LAST SAID POINT, 15.00 FEET TO THE NORTHEASTERLY CORNER OF LAST SAID LAND; THENCE LEAVING SAID EASTERLY LINE, NORTH 66° 35' 49" WEST ALONG THE NORTHERLY LINE OF LAST SAID LAND, 1.23 FEET (1.16 FEET AS DESCRIBED IN SAID DEED DATED NOVEMBER 26, 1984) TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS "PARCEL NO. 1" IN DEED DATED OCTOBER 17, 1946, FROM SOUTHERN PACIFIC COMPANY TO STATE OF CALIFORNIA, RECORDED FEBRUARY 25, 1947, IN BOOK [1288 OFFICIAL RECORDS](#), PAGE 440, SAN MATEO COUNTY RECORDS; THENCE NORTH 23° 24' 11" EAST ALONG SAID NORTHEASTERLY LINE, AND ALSO THE NORTHEASTERLY LINE OF DUBUQUE AVENUE, 50.51 FEET TO A POINT IN THE SOUTHERLY LINE OF CALIFORNIA AVENUE, AS LAST SAID AVENUE IS SHOWN ON THE MAP ENTITLED "SOUTH SAN FRANCISCO, SAN MATEO CO., CAL. PLAT NO. 1", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF SAID COUNTY ON MARCH 1, 1892 IN BOOK "B" OF MAPS, PAGE 6 AND A COPY ENTERED IN BOOK 2 OF MAPS, PAGE 52, LAST SAID POINT BEING THE MOST WESTERLY CORNER OF THE 0.537 ACRE PARCEL OF LAND AS DESCRIBED IN DEED DATED MARCH 08, 1963 FROM SOUTHERN PACIFIC COMPANY TO TRAMMELL CROW TRUSTEE, RECORDED MARCH 20, 1963, IN [BOOK 4415 OF OFFICIAL RECORDS, PAGE 221](#), SAN MATEO COUNTY RECORDS; THENCE SOUTH 73° 17' 39" EAST ALONG SAID SOUTHERLY LINE AND ALSO THE SOUTHERLY LINE OF SAID 0.537 ACRE PARCEL OF LAND, 61.78 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINES; THENCE SOUTH 66° 31' 27" EAST, CONTINUING ALONG SAID SOUTHERLY LINES, 213.11 FEET TO THE NORTHEASTERLY PROLONGATION OF SAID COURSE HAVING A BEARING OF "NORTH 38° 03' 34" EAST" AND A DISTANCE OF "186.31 FEET" AS DESCRIBED IN SAID DEED DATED MARCH 25, 1986; THENCE LEAVING SAID SOUTHERLY LINES, SOUTH 38° 03' 34" WEST ALONG SAID PROLONGATION AND SAID COURSE, 417.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS

SUITABLE TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY OR TO INTERFERE WITH THE USE THEREOF BY GRANTEE, AS RESERVED IN THAT CERTAIN GRANT DEED RECORDED APRIL 29, 2020, AS [INSTRUMENT NO. 2020-038243, OF OFFICIAL RECORDS](#).

**PARCEL TWO:**

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR THE MAINTENANCE, CONSTRUCTION AND RECONSTRUCTION OF A SANITARY SEWER LINE AND ELECTRICAL POWER FACILITIES TOGETHER WITH ACCESS AS RESERVED AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "QUITCLAIM DEED" RECORDED MARCH 20, 1963 IN [VOLUME 4415, PAGE 221](#) OF OFFICIAL RECORDS.

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**EXHIBIT “B”**

**License Area**

**[SEE ATTACHED]**

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## **EXHIBIT “C”**

### **Drawings and Specifications**

**See package of Drawings and Specifications on file with the City of South San Francisco (totaling 399 pages), consisting of the following:**

Drawings prepared by Brierley Associates, dated August 5, 2022 (pages 1-12)

Plan Check Responses and Calculations prepared by Brierley Associates, dated February 4, 2022 (pages 13-226)

Geotechnical Review of Temporary Shoring Drawings and Calculations prepared by Langan, dated February 11, 2022 (pages 227-399)

**EXHIBIT “D”**

**License Fee Invoice**

**[SEE ATTACHED]**

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