

EXHIBIT C - ENCROACHMENT & MAINTENANCE AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Fairfield 200 Airport LP
5510 Morehouse Drive, Suite 200
San Diego, CA 92121
Attention: Jenna Woods

This Space For Recorder's Use Only

MAINTENANCE AND ENCROACHMENT AGREEMENT

THIS MAINTENANCE AND ENCROACHMENT AGREEMENT (“**Agreement**”) is entered into as of this ____ day of _____, 2020 (“**Effective Date**”), by and between FAIRFIELD 200 AIRPORT LP, a Delaware limited partnership company (“**Owner**”), and CITY OF SOUTH SAN FRANCISCO, a municipal corporation (“**City**”), 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 mixed-use retail and residential building, landscaping, and other improvements (“**Project**”) in accordance with the Conditions of Approval Use Permit and Design Review No. P18-0071 for 200 Airport Boulevard (as approved by the City Council on July 24, 2019) (“**Conditions of Approval**”).

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, The Conditions of Approval obligate Owner to install and maintain landscaping and improvements constructed as a part of the Project consisting of landscape, irrigation, overhead protection and special paving (“**Project Improvements**”), which are located within the Public Right-of-Way area and within the City owned parcel at 296 Airport Boulevard APN 012-338-160 further described in **Exhibit B**, attached hereto (“**Encroachment and Maintenance Area**”). The City has approved the encroachment of the Project Improvements into the Encroachment and Maintenance Area (the “**Encroachments**”), subject to the terms and conditions of this Agreement.

WHEREAS, The parties desire to enter into this Agreement to set forth the terms and conditions upon which Owner will maintain the Project Improvements and upon which City consents to the Encroachments.

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

AGREEMENT

1. **Maintenance Obligations.** Owner shall, at its sole cost and expense, construct, install, maintain and locate the Project Improvements located within the Encroachment and Maintenance Area in accordance with the Conditions of Approval (the “**Maintenance Obligations**”).

2. **Consent to Encroachments.** City hereby consents to the existence of the Encroachments within the Encroachment and Maintenance Area, subject to the terms and conditions of this Agreement.

3. **Use and Maintenance of Encroachments.** Owner and City hereby agree that so long as this Agreement remains in effect, Owner may use, maintain, repair, replace and/or remove the Encroachments located within the Encroachment and Maintenance Area. Owner shall not construct or add any improvements in the Encroachment and Maintenance Area other than the Encroachments without the City’s prior express written consent, which shall not be unreasonably withheld, conditioned or delayed, provided that the work complies with all applicable laws and Owner obtains or causes to be obtained all required permits.

4. **Damage to Facilities in Encroachment and Maintenance Area.** 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 Project Improvements, (ii) costs for issuance of permits and inspection of the Project Improvements, and (iii) repair, replacement and restoration in kind of damaged Project Improvements (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 Project Improvements. Owner shall be responsible to all utilities for any damage caused to facilities owned by utilities caused by Owner’s installation, maintenance, repair or removal of its Owner Project Improvements.

If Encroachment and Maintenance Area to be used by Owner for the installation of Project Improvements has pre-existing installation(s) placed in the said Encroachment and Maintenance 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 Project Improvements in the Encroachment and Maintenance Area shall be borne solely by Owner

5. **Records and Field Locations.** Owner shall maintain accurate maps and improvement plans of the Encroachments and Project Improvements. Owner shall submit to the City at the conclusion of installation of the Project Improvements copies of all maps accurately depicting the actual location of the Project Improvements 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

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Encroachment and Maintenance 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 Encroachments installed within said Encroachment and Maintenance Area.

6. **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 Encroachments 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.

7. **Insurance.** Owner shall ensure that all contractors performing work on the Encroachments 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 Project Improvements.

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.

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- 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. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, and employees; or Owner shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - 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, premises owned, occupied or used by Owner. 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.

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- 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 Encroachments or Facilities.
 - 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.**
8. **Duration of Agreement.** This Agreement shall continue in perpetuity unless and until an agreement terminating this Agreement is executed and acknowledged by the City and all of the respective legal owners of the Property, and such agreement is recorded in the Official Records of San Mateo County. Upon mutual termination of the Agreement, and upon written request by City, Owner (or the successor owner of the Property if Owner no longer owns the Property as provided in Section 11 below), at its own cost and expense, agrees to remove or, at City's discretion, abandon in place, some or all of the Project Improvements and restore the Encroachment and Maintenance Area to substantially the same condition it was in prior to Owner's installation of the Project Improvements. Should Owner or the successor owner of the Property, if Owner no longer owns the Property, in such event fail, neglect or refuse to make such removals or restoration within one hundred twenty (120) days of City's written request, at the sole option of City, such removal and restoration may be performed by City at the expense of Owner or Owner's successor if Owner no longer owns the Property), which reasonable and documented expense Fairfield (or the successor owner of the Property if Fairfield no longer owns the Property) agrees to pay to City upon written demand.

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9. **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.

10. **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: **Fairfield 200 Airport LP**
5510 Morehouse Drive, Suite 200
San Diego, CA 92121

Attention: Jenna Woods

11. **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 (such approval not to be unreasonably withheld, conditioned or delayed); provided, however, that Owner may assign the rights granted hereunder to (i) a parent, successor, affiliate, or subsidiary of Owner, now or hereinafter existing or (ii) any party acquiring Owner's interest in the Project, in each case, by only providing written notice to City of such assignment within thirty (30) days after such assignment and City shall have no approval rights over 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 Encroachment and Maintenance 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.

12. **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.

13. **Entire Document/Modification.** This Agreement constitutes the entire agreement between the parties hereto with respect to the Maintenance Obligations, Encroachments and the Encroachment and Maintenance 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

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subsequent modification of this Agreement shall be in a writing signed by both parties or their respective successors in interest.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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:

FAIRFIELD 200 AIRPORT LP,
a Delaware limited partnership

By: BF VAMF III GP LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: Ed McCoy
Title: Sr. Vice President
Date: _____

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 – Encroachment and Maintenance Areas

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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)

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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)

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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:

LOTS 15, 16 AND 17, BLOCK 146, AS DESIGNATED 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 THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 01, 1892 IN BOOK "B" OF MAPS, PAGE 6 AND A COPY ENTERED IN BOOK 2 OF MAPS, PAGE 52.

EXCEPTING THEREFROM THE LANDS DESCRIBED IN THE DEED FROM ALFRED E. KAUFFMANN ET AL TO THE STATE OF CALIFORNIA, DATED NOVEMBER 01, 1928 AND RECORDED JANUARY 3, 1929 IN BOOK 386 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 369 (25333-B).

PARCEL TWO:

A PORTION OF DIVISION STREET NOW ABANDONED AS DESIGNATE 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 THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 01, 1892 IN BOOK "B" OF MAPS AT PAGE 6 AND A COPY ENTERED IN BOOK 2 OF MAPS AT PAGE 52.

BEGINNING AT A POINT WHERE THE LINE DIVIDING LOTS 14 AND 15, BLOCK 146 INTERSECT THE WESTERLY LINE OF DIVISION STREET, AS DESIGNATED ON THE ABOVE-MENTIONED MAP; RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERLY LINE OF SAID DIVISION STREET NORTH 22° 14' 40" EAST 75.51 FEET TO THE CORNER COMMON TO LOTS 17 AND 18 IN SAID BLOCK 146; THENCE SOUTH 74° 27' EAST 60.41 FEET TO THE WESTERLY LINE OF THE SOUTHERN PACIFIC RIGHT OF WAY; THENCE SOUTH 22° 14' 40" WEST 75.51 FEET; THENCE NORTH 74° 27' WEST 60.41 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE LANDS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE SUPERIOR COURT IN AND FOR THE COUNTY OF SAN MATEO ENTITLED "THE PEOPLE OF THE STATE OF CALIFORNIA, PLAINTIFF, VS F.O. MINUCCIANI, ET AL, DEFENDANTS," CASE NO. 36291.

A CERTIFIED COPY OF SAID DECREE WAS RECORDED JULY 9, 1945 IN BOOK 1187 OFFICIAL RECORDS OF SAN MATEO COUNTY PAGE 102 (56082-F).

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PARCEL THREE:

LOTS 18 AND 19, BLOCK 146, AS DESIGNATED 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 THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 01, 1892 IN BOOK "B" OF MAPS, PAGE 6, AND A COPY ENTERED IN BOOK 2 OF MAPS, PAGE 52.

EXCEPTING THEREFROM SO MUCH OF SAID LOTS AS WAS CONVEYED TO THE STATE OF CALIFORNIA FOR ROAD PURPOSES BY DEED FROM SOUTH SAN FRANCISCO LAND AND IMPROVEMENT COMPANY, A CORPORATION, DATED OCTOBER 25, 1928 AND RECORDED JANUARY 3, 1929 IN BOOK 384 OFFICIAL RECORDS OF SAN MATEO COUNTY, PAGE 449.

PARCEL FOUR:

LOT 20 IN BLOCK 146 AS DESIGNATED 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 THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 1, 1892 IN BOOK "B" OF MAPS AT PAGE 6 AND A COPY ENTERED IN BOOK 2 OF MAPS AT PAGE 52.

PARCEL FIVE:

LOT 21 IN BLOCK 146 AS SHOWN ON THAT CERTAIN MAP ENTITLED "SOUTH SAN FRANCISCO, SAN MATEO CO., CAL. PLAT NO. 1", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON MARCH 01, 1892 IN BOOK "B" OF ORIGINAL MAPS, PAGE 6 AND COPIED INTO BOOK 2 OF MAPS, PAGE 52.

EXCEPTING THEREFROM THE LANDS DESCRIBED IN DEED FROM MARTIN C. THOMPSON AND CATHENKA L. THOMPSON, HIS WIFE, TO STATE OF CALIFORNIA DATED OCTOBER 04, 1928 AND RECORDED NOVEMBER 23, 1928 IN BOOK 385 OF OFFICIAL RECORDS, PAGE 190, RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL SIX:

LOT 22, BLOCK 146, AS DELINEATED UPON THAT CERTAIN MAP "SOUTH SAN FRANCISCO, SAN MATEO COUNTY, CALIFORNIA, PLAT NO. 1", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 1ST, 1892 IN BOOK "B" OF MAPS, PAGE 6 AND A COPY ENTERED IN BOOK 2 OF MAPS, PAGE 52.

EXCEPTING THEREFROM THAT PORTION OF SAID LOT 22 CONVEYED TO STATE OF CALIFORNIA BY DEED FROM SOUTH SAN FRANCISCO LAND AND IMPROVEMENT COMPANY, DATED OCTOBER 25, 1928 AND RECORDED JANUARY 3, 1929 IN BOOK 384 OF OFFICIAL RECORDS, PAGE 449.

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APNs:

012-338-010 (Affects: Parcel Six),
012-338-020 (Affects: Parcel Five),
012-338-030 (Affects: Parcel Four),
012-338-040 (Affects: Parcel Three),
012-338-050 (Affects: Parcels One and Two)

JPNs:

012-033-338-01A (Affects: Parcel Six),
012-033-338-02A (Affects: Parcel Five),
012-033-338-03A (Affects: Parcel Four),
012-033-338-04A (Affects: Parcel Three),
012-033-338-05A (Affects: Parcels One and Two)

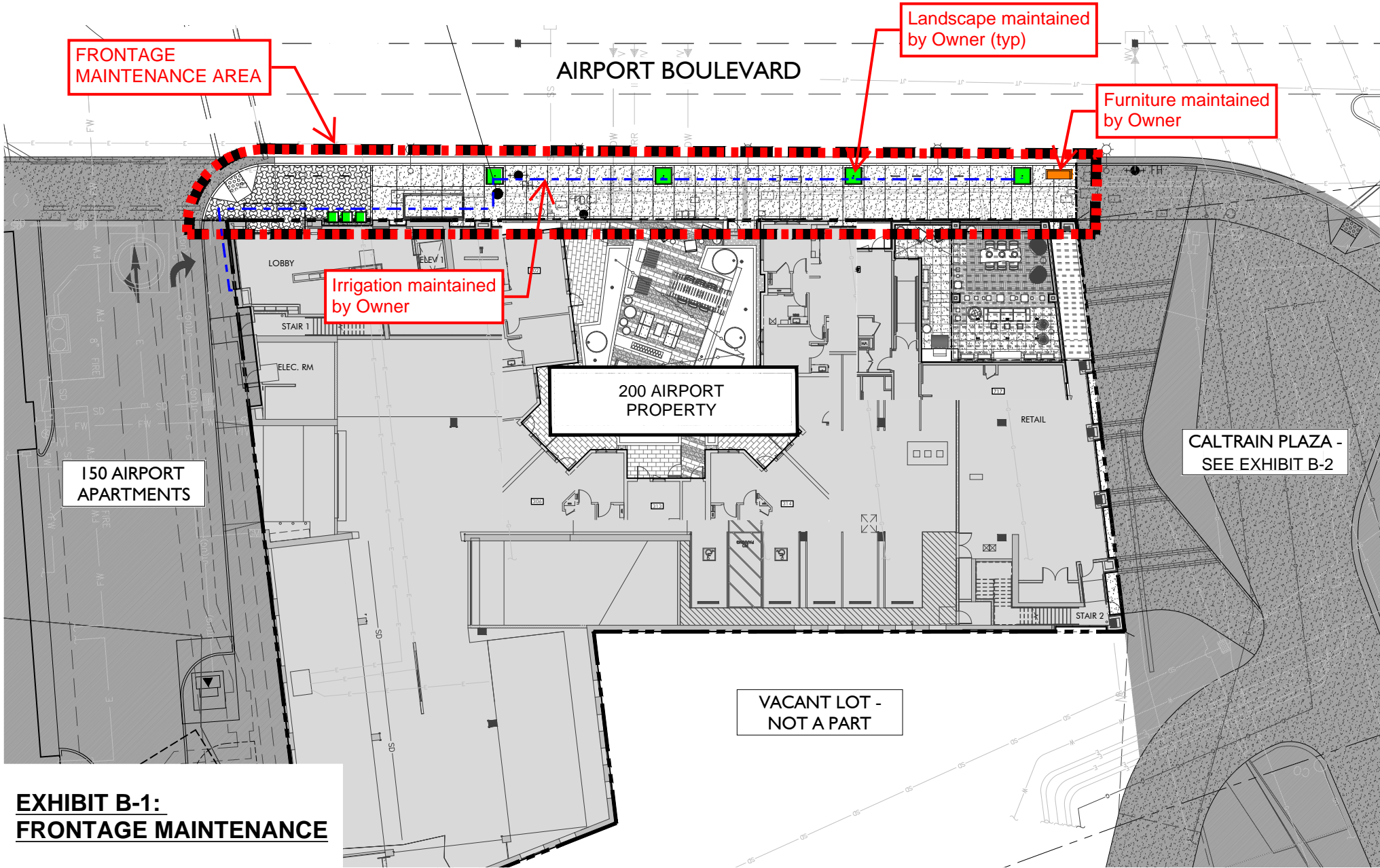
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EXHIBIT “B”

Encroachment and Maintenance Area

[SEE ATTACHED]

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**EXHIBIT B-1:
FRONTAGE MAINTENANCE**

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200 AIRPORT PLAZA - SOUTH SAN FRANCISCO, CA

FAIRFIELD RESIDENTIAL

JANUARY 11, 2019

EXHIBIT B-2: PLAZA MAINTENANCE

