

## EXHIBIT A - DRAFT ACCESS AGREEMENT

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

The City of South San Francisco  
400 Grand Avenue  
South San Francisco, CA 94080  
Attention: City Clerk

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

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### ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (“**Agreement**”) is made on [REDACTED], 2022, by and between the City of South San Francisco, a municipal corporation (“**Grantor**”) and SRE SSF Innovation, LLC, a [REDACTED] (“**Grantee**”). Grantor and Grantee shall hereinafter be referred to collectively as the “**Parties**” and each individually as a “**Party**.”

### RECITALS

A. Grantor is the owner of that certain real property located in the City of South San Francisco, California, at Gull Drive in the East of 101 area, known as County Assessor's Parcel Number 015-190-180, identified as Parcel B of Parcel Map 99-005 of Book of Maps 72, and more particularly described in Exhibit A attached hereto (“**Property**”).

B. The Property is a long, narrow sliver of land that runs adjacent to Gull Drive, south of Oyster Point Boulevard. It is adjacent to the public right-of-way and approximately 0.38 acres in size, with a Business Technology Park zoning designation but currently vacant and not in use by the City.

C. The Property also contains five (5) Landfill Gas Monitoring Wells that are between approximately 10 feet and 32 feet in depth (“**Monitoring Wells**”). These Monitoring Wells were installed as required by the San Francisco Bay Regional Water Quality Control Board and the County of San Mateo Environmental Health Division pursuant to applicable provisions in Title 27 of the California Code of Regulations pertaining to waste disposal on land, to monitor the existence of methane gas migration off of the nearby Former Oyster Point Landfill, which is a closed landfill site across Gull Drive in close proximity to the Property. These Monitoring Wells are monitored by the City on a quarterly basis each calendar year.

D. Grantee is undertaking a development project on a 3.8 acre lot adjacent to the Property, identified as APN 015-082-250 (“**Project Site**”). The proposed development project consists of the construction and operation of an approximately 166,613 square feet, seven-story office/research and development (R&D) building with an adjoining 4.5 story parking structure (collectively, “**Project**”).

E. The Project Site is located along Gull Drive but is mostly separated from and lacks direct access to the roadway due to the site's substantial grade change and steep slope. The Project Site currently shares existing access easements with nearby properties on the north, west and south sides, which contain additional office/commercial and light industrial buildings, to provide mutual access to roadways; however, the Project Site borders Gull Drive on the east side and currently is without direct access therefrom.

F. The Project proposes to construct a new right-in/right-out only driveway connecting the Project Site to Gull Drive, which would cross over the Property. The construction of the driveway is subject to Grantee acquiring separate Project entitlements and all requirement permits and authorizations from Grantor. In order to provide for this access and construct the driveway, Grantee has requested the City grant an access easement to allow vehicular and pedestrian access for the Project's future employees and personnel only.

G. The granting of an access easement by the City to allow vehicular and pedestrian access to the Project Site is consistent with the South San Francisco General Plan as it is consistent with the General Plan's Guiding Policies for Street System and Standards of Service found in the Transportation Element. The access easement will allow for enhanced transportation capacity and improved connections in the East of 101 area, as well as expands on the infrastructure and design features of Complete Streets.

H. Grantor agrees to grant such access easement consistent with the scope, terms and conditions of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which each of the parties hereto does hereby acknowledge, the parties hereto do hereby agree as follows:

## **AGREEMENT**

1. Grant of Easement. Subject to the provisions of this Agreement, Grantor hereby grants to Grantee a nonexclusive access easement ("Easement") for an ingress/egress only driveway to provide pedestrian and vehicular access over and across the area on the Property as described more particularly in Exhibit A ("Easement Area"). Pedestrian and vehicular access within the Easement Area shall be limited to the Project's future employees, personnel, visitors and guests, and solely for the purpose of egress to Gull Drive from the Project Site and ingress to the Project Site from Gull Drive. The Easement Area shall be free of any obstructions, except Grantee shall have the right to install an ingress/egress gate and specific driveway safety features within the Easement Area as may be proposed in the future by Grantee subject to approval by Grantor in writing and subject to the provisions of this Agreement.

2. Execution and Recording of Easement Agreement. The Parties shall duly execute this Agreement in a manner that allows the recordation of this Agreement and Grantee shall record this Agreement with the County Recorder's Office of the County of San Mateo, California.

3. "As Is" / "Where Is". Grantor makes no representations or warranties whatsoever, express or implied, as to the Easement Area or the Property, including without limitation, no representation or warranty as to the suitability or fitness of the Easement Area for any particular use. Grantee acknowledges that the Easement Area may or may not be suitable for Grantee's

intended use. Grantee agrees to accept the Easement Area on an “as is”, “where is”, and “with all fault” basis.

4. Limitations on Use. Grantee acknowledges that the easement granted herein is nonexclusive. Grantor, its successors, assigns, grantees, tenants, and licensees shall have the right to use the Easement Area in a manner that will not unreasonably interfere with the use of the Easement Area as specified in this Agreement, including but not limited to using the Easement Area to access, repair or maintain the Monitoring Wells on the Property. Grantee’s rights to install an ingress/egress gate and specific driveway safety features as specified in this Agreement shall not prevent Grantor from accessing, repairing or maintaining the Monitoring Wells. Grantor, and its respective successors, assigns, grantees, and licensees shall refrain from any obstruction of, blockage, or construction in the Easement Area that would unreasonably interfere with the use as specified in this Agreement, except as reasonably necessary for maintenance, repair, removal or replacement of the Monitoring Wells.

5. Maintenance. Grantee shall maintain and/or repair the Easement Area in good and sanitary order, condition and repair, sufficient for the use of the Easement Area at all times, and in compliance with all applicable federal, state, and local laws, orders, rules, regulations, and directions of any governmental authority having jurisdiction whether now or in the future (“Applicable Law”), all at Grantee’s sole cost and expense. Any maintenance or repair activities performed by Grantee may not unreasonably interfere with Grantor’s rights with respect to the Easement Area as described in Section 4 above. Grantee shall be responsible for posting any temporary maintenance or repair signs and necessary directional signs prior to maintenance or repair activities taking place (except in the case of an emergency, in which case such notices will be posted by Grantee as soon as feasible) to inform users about the nature of the activities scheduled to take place.

6. Transfer of Property. The Easement and related rights and obligations created by this Agreement shall run with the land and any portion thereof, and its terms shall extend to, bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. In the event that full ownership of the Project or Project Site is transferred from Grantee to a successor party, the successor party shall constitute the “Grantee” hereunder and all predecessors in interest to such successor party shall be fully relieved of all obligations and liability hereunder arising on or after the effective date of such transfer. In any such transfer, the rights of, benefits to, and liabilities of the interests granted to Grantee in this Agreement shall also transfer to any future successor party.

7. Indemnification; Hold Harmless. Grantee shall indemnify, defend, release and hold harmless Grantor, its officers, agents, employees and representatives from and against all losses, costs, expenses (including reasonable attorneys’ fees and costs), claims, damages, liens and stop notices caused by or incident to or arising directly or indirectly out of third-party claims relating to (i) the use of the Easement Area by Grantee and its successors and assigns, tenants, subtenants, contractors, subcontractors, employees, agents, licensees, permittees and invitees (the “Grantee Parties”), or the actions or omission of Grantee or the Grantee Parties, in the exercise of (or failure to exercise) the rights granted hereunder (including, without limitation, personal injury or death and property damage); (ii) Grantee’s performance under this Agreement or its breach of any term or condition of this Agreement; or (iii) Grantee Parties’ violation of any Applicable Law.

8. Insurance. Grantor shall provide Grantee with evidence of property and liability insurance in accordance with the City's standard insurance requirements prior to commencing any construction, maintenance or repair work within the Easement Area (except in the case of an emergency, in which case such evidence will be provided to Grantee as soon as feasible).

9. No Relief of Other Obligations. This Agreement does not confer any rights or entitlements upon the Project, nor does it relieve Grantee from performing any and all other obligations relating to the Project including obtaining all applicable and required entitlements, City permits and approvals, and comply with all conditions of approval in connection with the Project.

10. Litigation Expenses.

(a) General. If either Party hereto brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against the other Party by reason of a default, or otherwise arising out of this Agreement, the Prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this Section 10 shall be governed by the provisions of Civil Code section 1717(b) and Code of Civil Procedure section 1032(a)(4).

(b) Appeal. Attorneys' fees under this Section 10 shall include attorneys' fees on any appeal, and, in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs and expenses incurred in connection with such appeal.

11. No Partnership. Nothing contained in this agreement shall be construed as creating an employer/employee, joint venture, or principal/agent relationship between Grantor and Grantee.

12. Reserved.

13. Amendment. This Agreement may be amended or otherwise modified only in writing signed and acknowledged by Grantor and Grantee, or the respective successors and assigns of each.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be entitled to be the original and all of which shall constitute one and the same agreement.

16. References; Titles. Wherever in this Agreement the context requires, reference to the singular shall be deemed to include the plural. Titles of sections and paragraphs are for convenience only and neither limit nor amplify the provisions of this Agreement.

17. Notice. Any notice given under this Agreement shall be in writing and given by delivering the notice in person, by commercial overnight courier that guarantees next day delivery and provides a receipt, or by sending it by registered or certified mail, or Express Mail, return

receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is given.

Grantor: City of South San Francisco  
Public Works Department, Engineering Division  
315 Maple Ave.  
South San Francisco, CA 94080  
Attn: Jason Hallare, Senior Engineer

Grantee: SRE SSF Innovation LLC  
Attn: Joe Concepcion  
980 N. Michigan Ave, Suite 1700  
Chicago IL 60611

Any mailing address may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal receipt actually occurs or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

18. Severability. If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provisions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement, unless specifically conditioned upon such invalid or unenforceable provision, shall be valid and enforceable to the fullest extent permitted by law.

19. Entire Agreement. This Agreement, together with any attachments hereto or inclusions by reference, constitute the entire agreement between the parties on the subject matter hereof, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the specific rails to trails obligations that are memorialized in this Agreement. This Agreement has been drafted by a mutual effort of the parties, and each party waives the benefit of any statute, law or judicial decision providing that ambiguities in an agreement shall be interpreted against the “drafting party.”

20. Default. The failure to perform any covenant or obligation of a party hereunder and to cure such non-performance within thirty (30) days of written notice by the party to whom performance is owed shall constitute a default hereunder, provided that if more than thirty (30) days are reasonably required for such cure, no event of default shall occur if the defaulting party commences such cure within such period and diligently prosecutes such cure to completion. Upon such default, the non-defaulting party shall be entitled to the remedies specified in Section 10 above, which in any event shall not include termination of the easement herein granted.

21. Survival. All waivers given or made hereunder shall survive termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

*[signatures on the following page]*

**GRANTOR:**

CITY OF SOUTH SAN FRANCISCO,  
a municipal corporation

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

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

Title: \_\_\_\_\_

**GRANTEE:**

[INSERT]  
[INSERT]

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

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

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

Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
City Clerk

**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)





**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 "B", AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP 99-005", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO, STATE OF CALIFORNIA ON DECEMBER 8, 1999 IN BOOK 72 OF PARCEL MAPS AT PAGES 6, 7, AND 8.

**EXHIBIT B**

**Legal Description and Plat of Easement Area**

**(SEE ATTACHED)**

5066876.2

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**DRIVEWAY EASEMENT**

**THE LAND REFERRED TO HEREIN IS SITUATE IN THE STATE OF CALIFORNIA, COUNTY OF SAN MATEO, CITY OF SOUTH SAN FRANCISCO AND DESCRIBED AS FOLLOWS:**

A PORTION OF PARCEL B, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP 99-005" RECORDED DECEMBER 8, 1999, IN BOOK 72 OF PARCEL MAPS PAGE 6 THROUGH 8, SAN MATEO COUNTY AND BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHEASTERLY CORNER OF SAID PARCEL B; SAID POINT ALSO BEING A POINT ON THE WESTERLY LINE OF GULL DRIVE, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG SAID WESTERLY LINE OF GULL DRIVE, NORTH 01° 39' 44" EAST, 49.61 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 390.00 FEET, THROUGH A CENTRAL ANGLE OF 16° 25' 14", FOR AN ARC DISTANCE OF 111.77 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID WESTERLY LINE, SOUTH 77° 03' 52" WEST, 7.39 FEET; THENCE ALONG THE ARC OF A 95.98 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10° 59' 59", FOR AN ARC DISTANCE OF 18.43 FEET; THENCE SOUTH 58° 52' 10" WEST, 20.71 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B"; THENCE ALONG SAID WESTERLY LINE, ALONG THE ARC OF A 555.26 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WHOSE CENTER POINT BEARS SOUTH 86°21'49" WEST, THROUGH A CENTRAL ANGLE OF 3° 06' 50" FOR AN ARC DISTANCE OF 30.18 FEET; THENCE LEAVING SAID WESTERLY LINE, NORTH 58° 52' 57" EAST, 9.53 FEET; THENCE ALONG THE ARC OF A 129.23 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 23°57'22" EAST, THROUGH A CENTRAL ANGLE OF 10° 43' 48" FOR AN ARC DISTANCE OF 24.20 FEET; THENCE NORTH 74° 11' 23" EAST, 6.39 FEET TO A POINT ON THE WESTERLY LINE OF SAID GULL DRIVE; THENCE ALONG SAID WESTERLY LINE, ALONG THE ARC OF A 390.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 71°12'54" WEST, THROUGH A CENTRAL ANGLE OF 04° 01' 37" FOR AN ARC DISTANCE OF 27.41 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,175 SQUARE FEET, MORE OR LESS.


AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

**LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.**

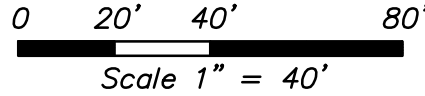
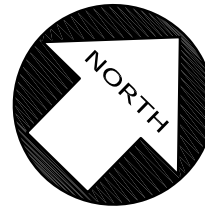
\_\_\_\_\_  
RODNEY A. STEWART II, L.S. 9225

\_\_\_\_\_  
DATE

# LEGEND

PROPERTY LINE   
 EASEMENT 

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	95.98'	10°59'59"	18.43'
C2	129.23'	10°43'48"	24.20'



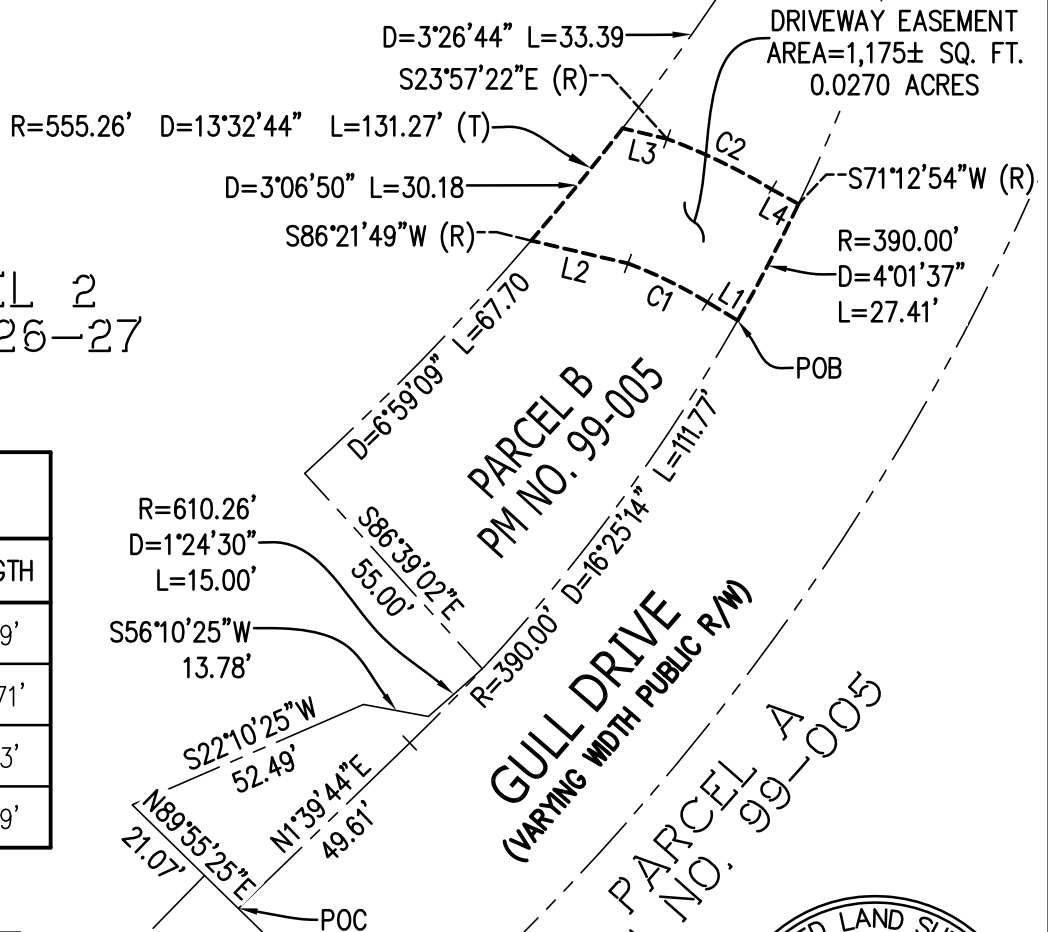
PARCEL 2  
64 PM 26-27

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S77°03'52"W	7.39'
L2	S58°52'10"W	20.71'
L3	N58°52'57"E	9.53'
L4	N74°11'23"E	6.39'

## ABBREVIATIONS

PM PARCEL MAP  
 POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING  
 (R) RADIAL BEARING  
 R/W RIGHT OF WAY

LOT 3 BLOCK 1  
70 MAPS 12



**KIER+WRIGHT**

3350 Scott Boulevard, Building 22  
Santa Clara, California 95054

Phone: (408) 727-6665  
www.kierwright.com

EXHIBIT "B"  
DRIVEWAY EASEMENT  
FOR 101 GULL DRIVE

SOUTH SAN FRANCISCO CALIFORNIA

DATE	10/29
SCALE	1" = 40'
BY	DFH
JOB NO.	A17038-8
SHEET	1 OF 1