

EXHIBIT A – DRAFT UTILITY EASEMENT AGREEMENT

Recording Requested By:

City of South San Francisco

No Fee for recording pursuant to Government
Code Sections 6103 and 27383

When Recorded Mail To:

City Clerk

City of South San Francisco

400 Grand Avenue

South San Francisco, CA 94080

SPACE ABOVE THIS LINE FOR RECORDER'S USE

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this “**Easement Agreement**”) is entered into as of the ____ day of _____, 2025, by and among the City of South San Francisco a municipal corporation (“**Grantor**”), and Intermountain Infrastructure Group, LLC, a Delaware limited liability company with offices at 533 Airport Blvd, Suite 400, Burlingame, CA, 94010 & 171 4th Ave WN, Kalispell, MT 59901 (“**Grantee**”). Grantor and Grantee are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Whereas, Grantor is the current fee owner of that certain real property located at: 201 West Orange Avenue, South San Francisco, California (APN 093-331-110) and legally described in **Exhibit A** (the “**Grantor Property**”).

B. Whereas, Grantee desires to obtain an appurtenant utility easement over a portion of the Grantor Property, for the purpose of installing, operating, maintaining, accessing and repairing its fiber lines, as more particularly described herein.

C. Whereas, Grantor is willing to grant to Grantee an easement over such portion of the Grantor Property as legally described in and more particularly described by the plat in **Exhibit B**.

NOW, THEREFORE, Grantor and Grantee, intending to be legally bound, covenant and agree for themselves and their successors and assigns as follows:

1. **Grant and Purpose of Easement.** Subject to the terms and conditions of this Easement Agreement, Grantor, for itself, its heirs, personal representatives, successors, and assigns hereby grants to Grantee, its heirs, personal representatives, successors, assigns, lessees,

sublessees, licensees, customers, agents, and other party by or through Grantee a perpetual non-exclusive appurtenant easement 5 feet in width, being 2.5 feet from the center of fiber line depicted on the plans in Exhibit C on, over, under and across that portion of the Grantor Property described in Exhibit A and depicted on Exhibit B (the “Easement Area”) for installation, maintenance, operation, access, and repair of fiber lines and conduit. Grantee may construct or install any above-ground or below-ground additional improvements in the Easement Area including but not limited to poles, lines, vaults, and other associated equipment. Grantor hereby specifically reserves the right to use the Easement Area for other uses which do not interfere with the use of the Easement for the purposes described herein. Grantee reserves the right to modify improvements different from those depicted on Exhibit C as reasonably necessary to achieve Grantee’s purposes in running fiber lines through the Easement Area.

2. Installation of Conduit and Fiber. Grantee shall install, maintain and repair the fiber lines and conduit in the Easement Area in compliance with all applicable law and in a good and workmanlike manner. All work in the Easement Area shall be performed by contractors holding all necessary licenses and permits to perform such work and Grantee shall be responsible for obtaining all such permits and paying any fee or expense required to obtain or carry out the terms and conditions of the permits. Grantee shall keep the Easement Area and the Grantor Property free of mechanic’s liens and other encumbrances arising from the acts or omissions of Grantee, its employees, agents, contractors and others within its control.

3. Use. Grantee may use the Easement for (a) ingress and egress over and across Grantor Property to and from the Easement; (b) the right to clear and keep cleared all trees, roots, brush, and other obstructions located in and around the Easement which may interfere with Grantee’s use of the Easement; (c) a right-of-way; (d) to place utility wires in the Easement Area; and (e) to use the Easement Area for all other activities incidental to the Easement.

4. Ingress and Egress. Grantee shall be permitted access to the Easement Area over and across the Grantor Property to perform improvements, maintenance and repairs as further described herein. Grantee agrees not to interrupt Grantor's use of the Grantor Property, and if such interruption is necessary, such interruption shall be temporary in nature and designed to limit any interruption of access to and from the remaining lands of Grantor.

5. Repair of Damages. Grantee shall restore and repair all disturbance and damage to the Grantor Property, including, but not limited to, roads, driveways, landscaping and fences, growing crops, resulting from Grantee’s exercise of its rights granted hereunder to the condition in which it existed as of the commencement of Grantee’s activities on the Grantor Property. This provision shall not be construed to require removal of Grantee’s improvements in the Easement Area.

6. Representations, Warranties, and Additional Covenants.

- a. Grantor represents and warrants that it is the fee simple owner of the Grantor Property and that it has the lawful right and authority to grant the Easement conveyed herein insofar as such grant relates to that owner’s respective property, and that Grantee shall peaceably and quietly hold and enjoy the Easement without interference, hinderance, or obstruction by any party

whatsoever.

- b. Grantor shall not create, grant, or permit any claim, lien, liability, encumbrance, easement charge or restriction on the title to the Easement that would adversely affect Grantee's use and enjoyment of the Easement or the rights granted hereunder.
- c. Grantee shall defend, indemnify and hold harmless Grantor and assigns from and against any claims, liabilities, losses or expenses (including without limitation reasonable attorneys' and professionals' fees and costs), resulting or arising from the exercise of the rights granted under this Easement Agreement by Grantee, its employees, agents and contractors, or others within its control.

7. Not a Public Dedication. The Easement granted hereunder is solely for the purposes described herein and nothing in this Easement Agreement is intended to create, nor shall be deemed or construed to create, any rights in the other utility providers or general public to use the Easement or any other property within the Grantor Property.

8. Easement No Longer Required. In the event Grantee, in its sole discretion, determines the Easement is no longer required, Grantee shall execute and record a quitclaim deed extinguishing its interest in the Easement in exchange for adequate consideration, as mutually agreed, by Grantor.

9. Successors and Assigns. The Parties to this Agreement hereby acknowledge and agree that the Easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns. The Parties' respective rights and responsibilities under this Agreement are transferrable without restriction.

10. Entire Agreement; Severability. This Easement Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. Any provision that is found to be unenforceable shall not affect the remaining provisions of this Agreement, but rather such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

11. Attorneys' Fees. If any Party commences litigation or other legal proceedings against any other Party for a default hereunder or to enforce the provisions hereof, the prevailing Party in any such proceeding shall be entitled to recover from the non-prevailing Party its costs and expenses, including reasonable attorneys' fees, expert witness fees, court costs, and other litigation related expenses, with such attorneys' fees to be determined by the court and not a jury in any such litigation.

12. Notices. Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be given by (i) hand delivery, against receipt, (ii) reliable next-business-day courier service that provides confirmation of delivery, or (iii) United States registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or to such other address as either party may from time to time specify in writing to the other upon five (5) days prior written notice in the manner provided above):

To Grantor: City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080
Attn: City Manager and Assistant City Manager

To Grantee: Intermountain Infrastructure Group, LLC
533 Airport Blvd., Suite 400
Burlingame, CA 94010
Attn: Legal Department

A properly addressed notice transmitted by one of the foregoing methods shall be deemed received upon confirmed delivery, attempted delivery, or rejected delivery. Facsimile numbers are provided above for convenience of communication only; neither party may give official or binding notice by facsimile.

13. Governing Law. This Easement Agreement shall be governed by the laws of the State of California.

14. Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which may contain fewer than all signatures but all of which, combined, shall constitute a single instrument. The Parties are authorized to attach the separate signature pages to a single Easement Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement as of the date first written above.

GRANTOR

City of South San Francisco

By: _____
Sharon Ranals
City Manager

ATTEST:

By: _____
Rosa Acosta
City Clerk

APPROVED AS TO FORM:

By: _____
Sky Woodruff
City Attorney

GRANTEE

Intermountain Infrastructure Group, LLC

By: _____
Name:
Its:

EXHIBITS:

Exhibit A – Legal Description of Property
Exhibit B – Legal Description and Plat of Easement Area
Exhibit C – Plans for Easement

Insert California Notary

Insert California Notary

EXHIBIT A

Legal Description of Property

TAKE PARCEL 4

REAL PROPERTY IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, A PORTION OF PARCEL 6, SAN MATEO COUNTY LANDS, DESCRIBED IN THE DEED FROM THE MARKET STREET RAILWAY COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN BOOK 1161 OF OFFICIAL RECORDS AT PAGE 1 AND A PORTION OF PARCEL 24 DESCRIBED IN THE DEED FROM THE SPRING VALLEY WATER COMPANY TO THE CITY AND COUNTY OF SAN FRANCISCO RECORDED IN BOOK 491 OF OFFICIAL RECORDS AT PAGE 1 IN THE SAN MATEO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

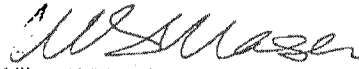
-----BEGINNING AT THE NORTHERLY CORNER OF PARCEL D-3106-4C DESCRIBED IN EXHIBIT A-15 ATTACHED TO THE FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO, ENTITLED "SAN MATEO COUNTY TRANSIT DISTRICT, PLAINTIFF, VS. CITY AND COUNTY OF SAN FRANCISCO, DEFENDANT," CASE NO. 405695 AND RECORDED FEBRUARY 11, 2004 UNDER RECORDER'S SERIES NO. 2004-025111 IN THE SAN MATEO COUNTY RECORDS

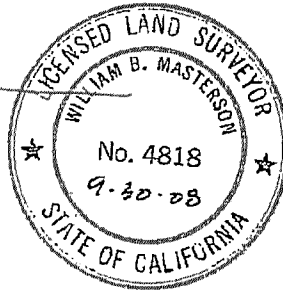
- 1) THENCE S54° 47' 38"E FOR 1143.32 FEET TO THE NORTHWESTERLY LINE OF PARCEL D-3106-1 DESCRIBED IN EXHIBIT A-12 ATTACHED TO SAID FINAL ORDER OF CONDEMNATION;
- 2) THENCE S35° 12' 22"W ALONG SAID LINE FOR 25.00 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL D-3106-1;
- 3) THENCE S54° 47' 38"E ALONG SAID LINE FOR 177.63 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 3754.56 FEET;
- 4) THENCE ALONG SAID CURVE AND PARCEL THROUGH A CENTRAL ANGLE OF 00° 06' 42" FOR AN ARC LENGTH OF 7.32 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL;
- 5) THENCE N35° 19' 05"E ALONG SAID LINE FOR 25.00 FEET TO THE BEGINNING POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3779.56 FEET FROM WHICH THE RADIUS POINT BEARS S35° 19' 04"W;
- 6) THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 01' 46" FOR AN ARC LENGTH OF 529.67 FEET TO THE NORTHWESTERLY LINE OF WEST ORANGE AVENUE, 60 FEET WIDE;
- 7) THENCE S43° 47' 12"W ALONG SAID AVENUE FOR 89.99 FEET TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 3689.57 FEET FROM WHICH THE RADIUS POINT BEARS S43° 20' 11"W;
- 8) THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 07' 49" FOR AN ARC LENGTH OF 523.56 FEET;
- 9) THENCE N54° 47' 38"W FOR 1320.96 FEET TO THE NORTHWESTERLY CORNER OF PARCEL D-3108-4 DESCRIBED IN EXHIBIT A-16 ATTACHED TO SAID FINAL ORDER OF CONDEMNATION;
- 10) THENCE N35° 12' 22"E ALONG THE NORTHWESTERLY LINES OF SAID PARCELS D-3108-4 AND D-3106-4C FOR 89.99 FEET TO THE TRUE POINT OF BEGINNING.

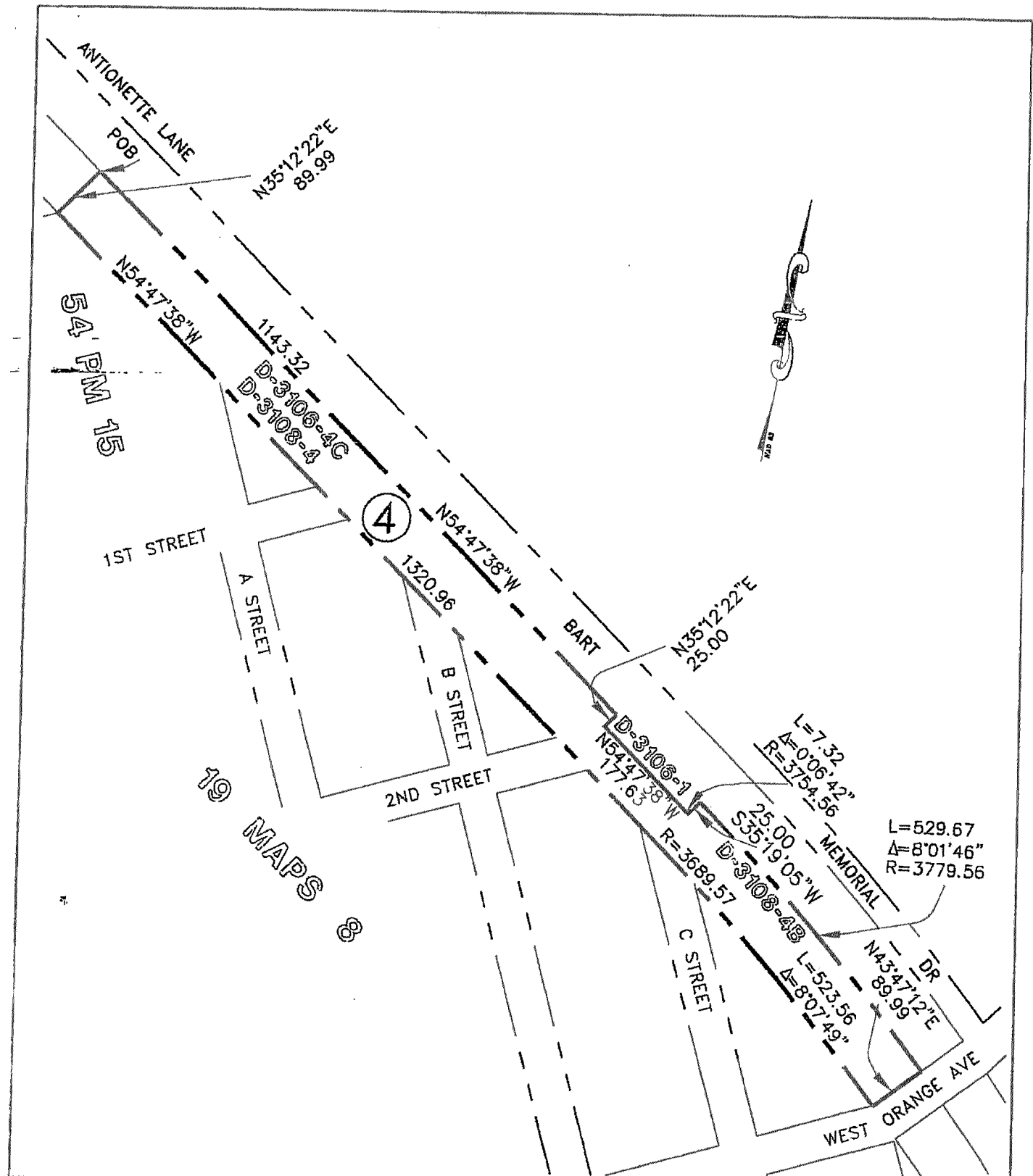
THE AREA OF THIS PARCEL IS 3.72 ACRES MORE OR LESS.

BEARINGS AND DISTANCES DESCRIBED HEREIN ARE BASED ON THE CALIFORNIA
COORDINATE SYSTEM ZONE 3, NAD 83. MULTIPLY DISTANCES BY 1.00007 TO OBTAIN
GROUND LEVEL DISTANCES.

DESCRIPTION PREPARED BY:


WILLIAM MASTERSON, LS 4818
LICENSE EXPIRES 9-30-08
OCTOBER 31, 2005





Approved:	WILSEY HAM 393 VINTAGE PARK DRIVE, SUITE 100, FOSTER CITY, CA 94404 (650)349-2151	JOB NO. 622-71
	CITY OF SOUTH SAN FRANCISCO STRIP PARK TAKE PARCEL 4 SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA	SCALE: 1"=200' DATE: 10-31-05

EXHIBIT B

Legal Description and Plat of Easement Area

EXHIBIT "A"

LEGAL DESCRIPTION
UTILITY EASEMENT
LANDS OF CITY OF SOUTH SAN FRANCISCO
APN 093-331-110

AN EASEMENT OVER REAL PROPERTY SITUATE IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING OVER A PORTION OF LANDS OF THE CITY OF SOUTH SAN FRANCISCO AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED FILED ON NOVEMBER 10, 2016 AS DOCUMENT NUMBER 2016-118522, IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY FIVE (5) FEET OF SAID LANDS.

CONTAINING 450 SQUARE FEET, MORE OR LESS.

A PLAT, ENTITLED EXHIBIT 'B', IS ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION

Preliminary

09/02/2025 11:43:11 AM

ANNE – SOPHIE TRUONG, PLS 8998

DATE

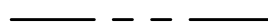


\\server2\clients\South San Francisco\Engineering\25.XXX - 201 W Orange Ave - PRUE Legal & Plat\03 - Deliverables\02 - Plat\CADD\201 W Orange Ave - PRUE - Exhibit B Plat.dwg Plotted on: 09-11-25 9:21am

LEGEND:



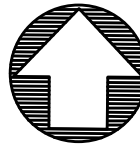
UTILITY EASEMENT



EXISTING RIGHT OF WAY LINE



EXISTING LOT LINE



VICINITY MAP
N.T.S.

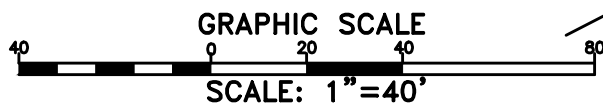


EXHIBIT 'B'
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR UTILITY EASEMENT

PREPARED BY:



Employee - Owned

CSG Consultants, Inc.

550 Pilgrim Drive
Foster City, CA 94404
Phone (650) 522-2500
Fax (650) 522-2599

201 WEST ORANGE AVENUE
LANDS OF CITY OF SOUTH SAN FRANCISCO
SOUTH SAN FRANCISCO, CA 94513

DATE: 9/12/2025

DRAWN BY: SH

SHEET 1 OF 1

EXHIBIT C

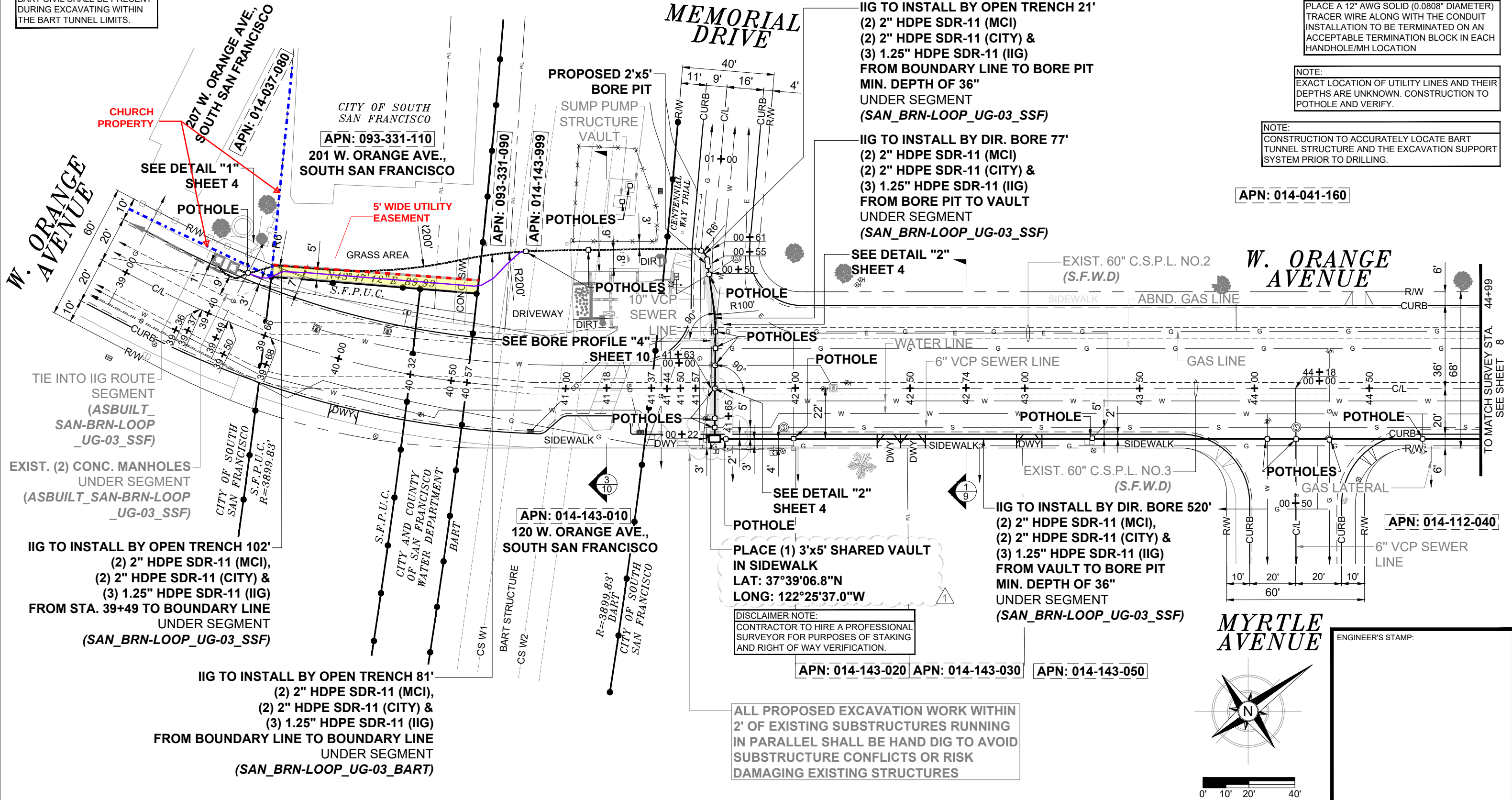
Plans for Easement

CONSTRUCTION NOTE:
BART CIVIL SHALL BE PRESENT
DURING EXCAVATING WITHIN
THE BART TUNNEL LIMITS.

CONSTRUCTION NOTE:
PLACE A 12" AWG SOLID (0.0808" DIAMETER)
TRACER WIRE ALONG WITH THE CONDUIT
INSTALLATION TO BE TERMINATED ON AN
ACCEPTABLE TERMINATION BLOCK IN EACH
HANDHOLE/MH LOCATION

NOTE:
EXACT LOCATION OF UTILITY LINES AND THEIR
DEPTHS ARE UNKNOWN. CONSTRUCTION TO
POTHOLE AND VERIFY.

NOTE:
CONSTRUCTION TO ACCURATELY LOCATE BART
TUNNEL STRUCTURE AND THE EXCAVATION SUPPORT
SYSTEM PRIOR TO DRILLING.



DIGALERT
CALL TOLL FREE
48 HOURS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
(811)
Know what's below.
Call before you dig.

PLAN REVISIONS			
REV.	DATE	DESCRIPTION	BY
1	03-12-2025	SSF COMMENT	IIG



LOCATION:
ALONG W. ORANGE AVENUE FROM
±247' SOUTHWEST OF MEMORIAL
DRIVE TO ±150' NORTHEAST OF N.
CANAL STREET

DESIGN: IC - R.K.C/E.B DATE: 03-12-2025 SHEET
7 OF 10