

**EXHIBIT B - IMPROVEMENT AGREEMENT**

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

This Space For Recorder's Use Only

**OFF-SITE IMPROVEMENT AGREEMENT  
BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND  
FAIRFIELD 200 AIRPORT LP IN CONNECTION WITH  
FINAL MAP 200 AIRPORT BOULEVARD**

This OFF-SITE IMPROVEMENT AGREEMENT ("**Agreement**") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("**Effective Date**"), by and between FAIRFIELD 200 AIRPORT LP, a Delaware limited partnership ("**Developer**"), and CITY OF SOUTH SAN FRANCISCO, a municipal corporation ("**City**"), with reference to the facts set forth in the Recitals below.

**RECITALS**

**WHEREAS**, Developer 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**"); and

**WHEREAS**, Developer is required and proposes to construct various improvements on and adjacent to the Property. The improvements ("**Improvements**") are described in the approved civil improvement plan set, described in **Exhibit B** attached hereto ("**Plans**"). The Improvements are required by the South San Francisco Municipal Code, Tentative Parcel Map No. \_\_\_\_\_ approved by the City Council on July 24, 2019 ("**TPM**"), and Conditional Use Permit (CUP18-0014), Design Review (DR18-0036), Transportation Demand Management Plan (TDM18-0010), and Vesting Tentative Map (PM19-0001) issued by the City as of July 24, 2019 (Resolution No. 100-2019); and

**WHEREAS**, Developer has presented to the City a final parcel map based on the TPM for approval entitled Final Map 200 Airport Boulevard ("**Parcel Map**"), and

**WHEREAS**, the City wishes to ensure that the Improvements will be completed in a good workmanlike manner and in accordance with the conditions of approval and applicable law; and

**WHEREAS**, this Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 19 of the South San Francisco Municipal Code.

**NOW, THEREFORE**, for and in consideration of the approval of the Parcel Map and of the acceptance of the dedications and easements for street and highway purposes and public facility and utility easements therein offered, excepting those dedicated to other agencies, and in order to

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ensure satisfactory performance by Developer and Developer's obligations under the Subdivision Map Act and Title 19 of the Municipal Code the parties agree as follows:

### **AGREEMENT**

1. **Performance of Improvements.** Developer shall, at its sole cost and expense, furnish or cause to be furnished, all labor, supplies, equipment and materials for, and perform or cause to be performed, in a good and workmanlike manner, all of the Improvements, in accordance with the Plans. The cost of the Improvements is estimated to be \_\_\_\_\_ (\$\_\_\_\_\_.00). The Improvements shall be completed to the reasonable satisfaction of the City Engineer.

2. **Time for Commencement and Performance.** Commencement of the Improvements is anticipated to occur on or about \_\_\_\_\_, and completion of the Improvements is anticipated to occur approximately twenty four (24) months after commencement. However, in no event shall the construction of the Improvements commence later than June 1, 2021. At least fifteen (15) calendar days prior to the commencement of the Improvements, Developer shall notify the City Engineer in writing of the date scheduled for commencement thereof, so that the City Engineer shall be able to provide inspection services.

3. **Injury to Public Improvements, Public Property or Public Utilities Facilities.** Developer shall, at its sole cost and expense, replace or repair, or have replaced or repaired, or pay to the owner the entire cost of replacement or repairs, all public improvements, public utility facilities, pipes, and surveying or subdivision monuments to the extent they are destroyed or damaged in the performance of any work by Developer in connection with this Agreement and/or the Improvements, their contractor, subcontractors, or agents, under this Agreement, whether such public property, improvements or facilities be owned by the United States or any agency thereof, by the State of California, or any agency or political subdivision thereof, or by any combination of such owners. Any repair or replacement shall be to the condition existing immediately prior to such damage as approved by the City Engineer or the corporation, person or agency owner.

4. **Time of Essence - Extension.** Time is of the essence in this Agreement, and the dates for commencement and completion of the Improvements herein may not be extended except as provided in this paragraph. In the event good cause is shown, the City Engineer may extend the time for completion of the Improvements hereunder. Requests for extension of dates shall be in writing and delivered to City in the manner hereinafter specified for service of notices. Any such extension may be granted without notice to Developer's sureties, and extensions so granted without notice to Developer's sureties shall not relieve the sureties' liability on the bonds to secure the faithful performance of this Agreement and to assure payment of all persons performing labor and materials in connection with this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension. In granting any extension of the dates set forth under this Agreement for commencement and completion of the Improvements, City may require a new or amended improvement security in amounts to reflect increases in the costs of constructing the Improvements, and/or impose other conditions to protect City's interests and ensure the timely completion of the Improvements.

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5. **Intentionally omitted.**

6. **Permits, Compliance with Laws.** Developer shall comply with all generally applicable laws and regulations in the performance of this Agreement and constructing the Improvements herein and shall, at Developer's sole cost and expense, obtain all necessary permits and licenses for the construction of Improvements, give all legally required notices and pay all fees and taxes required by law.

7. **Superintendence by Developer.** Developer shall personally supervise the work on the Improvements, or have a construction contractor, competent foreman or superintendent on the work site at all times during construction, with authority to act for Developer.

8. **Inspection by City.** Developer shall at all times maintain proper facilities, and shall provide safe access, for inspection by City, to all parts of the Improvements.

9. **Contract Security.**

(a) Concurrently with the execution hereof, Developer shall furnish: (1) a surety bond in an amount equal to one hundred percent (100%) of the estimated cost of the construction and completion of the Improvements, as security for the faithful performance of this Agreement, including, without limitation, the payment of all labor and materials provided in connection with each subcontract executed by Developer in connection with this Agreement and (2) a surety bond in an amount equal to at least one hundred percent (100%) of the estimated cost of the construction and completion of the Improvements, as security for the payment of all persons performing labor and providing materials in connection with this Agreement (collectively, the "**Surety Bond**"). The City Engineer shall have the authority, but not the obligation, to release a portion or portions of the Surety Bond as the Improvements or portions thereof are completed and approved by the City..

(b) Developer may fulfill the requirements of subsection (a) of this section by providing a Standby Irrevocable Letter of Credit in favor of the City and in a form reasonably approved by the City Attorney.

(c) Developer may also file a cash deposit with the City.

10. **Indemnification and Hold Harmless Agreement.**

(a) Developer shall hold harmless, indemnify and, at the City's request, defend City (with Counsel reasonably approved by City), its officers, employees, agents, boards and commissions, whether elected or appointed (collectively, "**Indemnified City Parties**"), from and against all claims, demands, actions, causes of action, losses, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees (collectively, "**Claims**"), for or in connection with personal injury (including, but not limited to, death) or damage to property (both real and personal) to the extent arising out of or is in any way connected with the negligent act, error or omission of Developer, its agents, contractors, subcontractors, or employees in connection

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with the performance of this Agreement. Notwithstanding the foregoing, the indemnification obligations set forth herein shall not apply to any Claims caused by the negligence or willful misconduct of any Indemnified City Parties.

(b) In order to make certain that Developer has adequate resources to fully carry out its responsibilities pursuant to subparagraph (a) above, Developer shall file with the City proof that Developer's professional consultants (including any soils engineer or civil engineer) employed by Developer in connection with the Improvements, maintain professional liability (e.g. errors and omissions) insurance during the life of this Agreement. If the Improvements are accomplished by contractors or subcontractors, Developer shall assure that the contractors and/or subcontractors carry general liability insurance. The insurance shall be in an amount of not less than One Million Dollars (\$1,000,000), shall contain a provision that such insurance shall not be reduced or canceled except upon thirty (30) days written notice to City and shall be subject to the approval of the City Attorney as to form, amount and carrier, as such approval not to be unreasonably withheld.

(c) The foregoing hold harmless and indemnification obligations of Developer shall apply to all damages and claims for damages of every kind suffered or alleged to have been suffered by reason of the construction operations undertaken pursuant to this Agreement, regardless of whether or not City has approved the plans or specifications for the Improvements, and regardless of whether or not such insurance policies have been determined to be applicable to any such damages or claims for damages; provided, however, that the indemnification obligations of Developer shall not apply to any Claims to the extent caused by the negligence or willful misconduct of any Indemnified City Parties.

11. **Environmental Warranty.** Prior to City's acceptance of dedications or Improvements, Developer shall certify and warrant that:

(a) The Property and Developer are not, to Developer's knowledge, in violation of any environmental law, and neither are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law;

(b) Developer and any third party acting on Developer's behalf or under Developer's direction or control shall not use, generate, manufacture, produce, or release, on, or under the Property, any hazardous substance, except in compliance with all applicable environmental laws; and

(c) Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, hazardous substance(s) on the Property or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the Property.

12. **Developer's Insurance.** Developer shall not commence constructing the Improvements until Developer has obtained all insurance required under this paragraph, and such insurance has been approved by the City Attorney as to form, amount and carrier, nor shall Developer allow any contractor or subcontractor to commence the Improvements until all similar

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insurance required of the contractor or subcontractor has been so obtained and approved, as such approvals not to be unreasonably withheld, conditioned or delayed. All requirements shall appear either in the body of the insurance policy or in endorsements and shall specifically bind the insurance carrier.

Developer shall take out and maintain during the life of this Agreement the following policies of insurance:

(a) Worker's Compensation and Employers' Liability Insurance: In the statutory coverage amounts. In signing this Agreement, Developer makes the following certification:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the Improvements."

(b) Commercial General Liability Insurance: In an amount not less than ONE MILLION DOLLARS (\$1,000,000) for injuries including, but not limited to, death to any one person and subject to the same limit for each person; in an amount not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. This Commercial General Liability insurance described above shall include coverage for contractual liability limited to claims that result in bodily injury or property damage for which Developer is liable.

(c) Automobile Liability (Code 1) Insurance: In an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per accident for bodily injury and property damage.

(d) Contractor General Liability Insurance: Developer shall cause its contractor to take out and maintain during the life of this Agreement an insurance policy in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) for injuries including, but not limited to, death to any one person and subject to the same limit for each person; in an amount not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

(e) It is agreed that the insurance required by Subsection (b) shall be in an aggregate amount of not less than Two Million Dollars (\$2,000,000) and shall be extended to include as additional insureds the City of South San Francisco, its elective and appointive boards, officers, agents, employees and volunteers, with respect to operations performed by Developer as described herein. Evidence of the insurance described above shall be provided to City upon execution of this Agreement and shall be subject to approval by the City Attorney as to form, amount and carrier, as such approval not to be unreasonably withheld. The policy of insurance shall also contain a provision indicating that such insurance shall not be reduced or canceled except upon thirty (30)

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days written notice to City. In addition, the following endorsement shall be made on the policy of insurance:

“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.”

13. **Evidence of Insurance.** Developer shall furnish City concurrently with the execution hereof, satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least thirty (30) days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement.

14. **Title to Improvements.** Title to, and ownership of, all Improvements constructed hereunder by Developer shall vest absolutely in City, or to such other public agencies, persons, partnerships, associations or corporations to which dedications of easements were made or reserved upon the completion and acceptance of such Improvements by City or the agency, person, partnership, association or corporation.

15. **Warranty- Repair or Reconstruction of Defective Work.** If, within a period of one (1) year after final acceptance of the Improvements (“**Warranty Period**”), the Improvements installed or constructed, or caused to be installed or constructed by Developer, fail to fulfill any of the requirements of this Agreement or the specifications referred to in the Plans, or proves to be defective or become damaged because of differential settlement, action of the elements, or ordinary usage, except for catastrophic events, Developer shall without delay and without any cost to City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Should Developer fail to act promptly or in accordance with this requirement and such failure continues for more than thirty (30) days following delivery of written notice to Developer specifying the action required, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repair plus fifteen (15%) percent. During Warranty Period, Developer shall provide the City with a corporate surety bond or an amendment to the Surety Bond in a principal sum equal to fifteen percent (15%) of the amount of the original Surety Bond to secure the undertaking and obligations set forth in this Section 15.

16. **Trenching and Backfilling.** Developer shall require that all trenching and backfilling within and outside the property lines for utility lines, including sanitary, storm, water and any other purposes, shall be done under the inspection of a soils engineer who shall test the trenching and backfilling with a sufficient number of soil tests to secure the proper compaction. If required as a condition to any permit issued by City, Developer shall further require that a



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certificate be filed with the City stating that said trenching and backfilling has been performed in accordance with the soils engineer's recommendations.

17. **Developer not Agent of City.** Neither Developer nor any of Developer's agents or contractors shall be considered agents of City in connection with the performance of Developer's obligations under this Agreement.

18. **Notice of Breach and Default.** If Developer refuses or fails to timely perform the Improvements in accordance with the requirements under this Agreement, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of the Improvements within such time, or if Developer should be adjudged as bankrupt, or if Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the City Engineer or City Manager may serve written notice upon Developer and Developer's sureties of breach of this Agreement, or of any portion thereof, and default of Developer, and Developer shall have thirty (30) days thereafter to cure or substantially commence such cure.

19. **Breach of Agreement; Performance by Sureties or City.** In the event of such notice which is not cured by Developer within the applicable cure period under Section 18 above, Developer's sureties shall have the duty to take over the Improvements and complete the Improvements herein specified; provided, however, that if the sureties, within five (5) business days after being served notice of such breach, do not give City written notice of their intention to take over the performance of this Agreement, and do not commence performance thereof within five (5) business days after notice to the City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's sureties shall be liable to City for any excess cost or damages occasioned by City; and, in such event, City, without liability for so doing, may take possession of, and use in completing the Improvements, such materials, appliances, plant and other property belonging to Developer as may be on site of the Improvements and necessary therefor.

20. **Erosion Control.** If applicable, Developer shall furnish landscape plans and adequately provide for erosion control. Landscaping and irrigation improvements shall be installed to the reasonable satisfaction of the City's Landscape Architect.

21. **Water Lines.** If and to the extent applicable or required, Developer shall dedicate to the California Water Service (CWS) the easements required for the water lines, facilities and appurtenant works, unless the lines, facilities and appurtenant works are to be installed within existing easements or the Public Utility Easements on the Parcel Map. Developer shall construct and install, at its sole cost and expense, the Improvements in the easements as set forth on the Plans, subject to the approval of the CWS.

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22. **Notices.** All notices herein required shall be in writing, and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to City shall be addressed as follows:

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

Notices required to be given to Developer shall be addressed as follows:

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

Notices required to be given to sureties of Developer shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

23. **As-Built Drawings.** Developer shall furnish City reproducible plastic film (i.e., Mylar) as-built drawings of the Improvements of a quality acceptable to the City Engineer together with a certification by Developer's engineer that the Improvements have been constructed in accordance with the Plans. Developer shall furnish City with the as-built drawings concurrently with Developer's request for acceptance of the Improvements by the City.

24. **Parties Obligated.** Developer agrees that this Agreement shall bind Developer and Developer's successors in interest, heirs and assigns.

25. **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

26. **Governing Law and 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.



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27. **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

28. **Release.** After acceptance of the Improvements and expiration of the Warranty Period as provided in Section 15 above, the City shall within 60 days thereafter record a release of this Agreement in the Official Records of San Mateo County.

*[signatures on the following page]*

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed.

**CITY OF SOUTH SAN FRANCISCO,  
a municipal corporation**

By: \_\_\_\_\_  
Charles Michael Futrell  
City Manager

ATTEST:

APPROVED AS TO FORM:

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

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

**FAIRFIELD 200 AIRPORT LP,  
a Delaware limited partnership**

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

By: \_\_\_\_\_  
Ed McCoy  
Sr. Vice President

EXHIBITS:

Exhibit A – Legal Description  
Exhibit B – Public Improvement Plans

**EXHIBIT B - IMPROVEMENT AGREEMENT**

**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”**

**Public Improvement Plans**

**Reference: Encroachment Permit E19-1068 Plan Set by BKF Engineers**

***[Developer to provide list of references to off-site public improvement plans]***

3501525.1