

**SAN FRANCISCO PUBLIC UTILITIES COMMISSION  
REVOCABLE LICENSE**

(Revoking and Superseding SFPUC Revocable Permit GEN-1796-90 dated July 9, 1990)

**(License # P4687)**

**THIS REVOCABLE LICENSE** (this “**License**”) dated for reference purposes only as of \_\_\_\_\_, 2026, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**” or “**San Francisco**”), acting by and through its Public Utilities Commission (the “**SFPUC**”), and the CITY OF BURLINGAME, a municipal corporation (“**Licensee**”). City and Licensee are sometimes referred to collectively in this License as the “**Parties**” or singularly as a “**Party**.”

**RECITALS**

**A.** The City owns certain real property, under the SFPUC’s jurisdiction, commonly referred to by the SFPUC as SFPUC Parcel Nos. 22, 23, and 24 MUNI Right of Way in Burlingame, California (together, the “**San Francisco Property**”).

**B.** Under that certain Revocable Permit entered into by and between the City and Licensee dated July 9, 1990 (“**1990 Permit**”), City allowed Licensee to use a portion of the San Francisco Property between Broadway and Summer Avenue to widen the adjoining California Drive and install a ten-inch (10”) diameter steel underground water main in Broadway.

**C.** Under that certain Revocable Permit entered into by and between the City and Licensee, dated February 25, 1964, (“**1964 Permit**”), City allowed Licensee to use a portion of the San Francisco Property between Oak Grove Avenue and North Lane to widen the adjoining California Drive by fifteen feet (15’) and use the remaining thirty-five feet (35’) for the sole purposes of landscaping and off-street parking privileges.

**D.** Under that certain Right of Way Lease dated January 23, 1990, entered into by and between the City and Licensee (“**1990 Lease**”), City allowed Licensee to use a portion of the San Francisco Property for street widening, public parking, and landscaping. The 1990 Lease superseded the 1964 Permit, effective as of December 1, 1989.

**E.** The City terminated the 1990 Lease as of August 31, 1995, by that certain letter, dated July 21, 1995, from City to Licensee, after the City discovered an unauthorized sublease by Licensee to Caltrans Rail Management. Licensee, however, continued to use the former 1990 Lease premises without City’s authorization.

**F.** At some point, Licensee installed two (2) corporation yards and one (1) bus stop on the San Francisco Property without the City’s prior knowledge or approval. Licensee continues to use the corporation yards and bus stop without City’s authorization.

**G.** City acknowledges that a row of Eucalyptus trees are located within the entirety of SFPUC Parcel No. 22 and a portion of SFPUC Parcel No. 23 between Cambridge Road and Lincoln Avenue.

**H.** City and Licensee now desire to enter into this License to, among other things: **(i)** allow Licensee to use the San Francisco Property for the adjoining California Drive, including landscaping, off-street parking privileges, and for the ten inch (10”) diameter water main, **(ii)** allow Licensee to perform street improvements associated with the California Drive Bicycle and Pedestrian Improvement Project, further described in Section 4(a) [Permitted Acts] below, on the San Francisco Property and **(iii)** allow Licensee to maintain two (2) corporation yards and one (1) bus stop that were not previously approved within the San Francisco Property.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the foregoing Recitals, which are incorporated into this License by this reference, the mutual covenants and obligations of the Parties contained in this License, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

**BASIC LICENSE INFORMATION**

The following is a summary of basic license information (the “**Basic License Information**”). Each item below will be deemed to incorporate all the terms set forth in this License pertaining to the item. In the event of any conflict between the information in this Section and any more specific provision of this License, the more specific provision will control.

<b>City:</b>	CITY AND COUNTY OF SAN FRANCISCO, acting by and through its Public Utilities Commission
<b>Licensee:</b>	CITY OF BURLINGAME, a municipal corporation

<p><b>Combined License Area</b> (Section 1):</p>	<p>The “<b>Combined License Area</b>” is comprised of:</p> <ul style="list-style-type: none"> <li>(a) an approximately 92,450 square foot portion of SFPUC Parcel No. 24 Muni Right of Way adjacent to and including California Drive between Burlingame Avenue and Oak Grove Avenue, designated as Assessor’s Parcel No. 093-362-010, in Burlingame, California, as more particularly described in the attached <b>Exhibit A</b> and shown in the attached <b>Exhibit B</b>, together with any appurtenances; and</li> <li>(b) an approximately 34,307 square foot portion of SFPUC Parcel No. 23 Muni Right of Way adjacent to and including California Drive near Broadway and Lincoln Avenue, designated as Assessor’s Parcel No. 093-361-010, in Burlingame, California, as more particularly described in the attached <b>Exhibit A</b> and shown in the attached <b>Exhibit B-1</b>, together with any appurtenances; and</li> <li>(c) an approximately 82,880 square foot portion of SFPUC Parcel Nos. 22 and 23 Muni Right of Way adjacent to and including California Drive between Cambridge Road and Lincoln Avenue, designated as Assessor’s Parcel No. 093-361-010, in Burlingame, California, as more particularly shown in the attached <b>Exhibit B-2</b>, together with any appurtenances.</li> </ul>
<p><b>Term</b> (Section 2):</p>	<p>Month-to-month commencing on the Commencement Date.</p> <p>Actual Commencement Date: _____  (“<b>Term</b>”)</p>
<p><b>Permitted Acts</b> (Section 4(a)):</p>	<p>The “<b>Permitted Acts</b>” include the:</p> <ul style="list-style-type: none"> <li>(i) maintenance, repair and replacement in good working condition of the following existing improvements located adjacent to and including California Drive: (A) existing roadway; (B) existing off-street parking lot located at Bellevue Avenue; (C) existing bus stop located at Burlingame Avenue; (D) existing corporation yard (including fencing) located at Oak Grove Avenue; (E) existing corporation yard (including fencing) located at Lincoln Avenue; and (F) one (1) existing ten-inch (10”) diameter steel underground water main located in Broadway; and</li> <li>(ii) maintenance in good condition of all trees, landscaping, and other vegetation, including the mowing of grass, removal of weeds, and trimming and removal of trees</li> </ul>

	<p>when necessary. No new trees and vegetation may be planted without City’s prior written authorization; and</p> <p>(iii) regular removal of trash, debris, and graffiti as reasonably required or necessary to keep the Combined License Area in a safe, sanitary, and sightly condition and to prevent the existence of a nuisance on the Combined License Area; and</p> <p>(iv) installation, operation, maintenance, repair and replacement in good condition of a new bicycle and pedestrian trail on the Combined License Area, with such work including: (A) existing sidewalk widening; (B) existing curb ramp and driveway reconstruction; (C) existing street light and traffic signal relocation; (D) reconfiguration of the existing parking stalls within the existing off-street parking lot; and (E) the installation of a new landscape buffer, all pursuant to the Approved Plans (attached as <b><u>Exhibit D</u></b>).</p>
<b>Permitted Facilities:</b>	The existing roadway, existing landscaping, the existing off-street parking lot, the new bicycle and pedestrian trail, and any future improvements or alterations to the Combined License Area made in accordance with the terms and conditions of this License (“Facilities”).
<b>Processing Fee</b> (Section 7(a)):	Intentionally omitted.
<b>Recurring Use Fee</b> (Section 7(b)):	\$30,296 annually, subject to four percent (4%) annual increases.
<b>Remit All Payments To:</b>	City and County of San Francisco c/o Customer Service Bureau Attn: Real Estate Billing 525 Golden Gate Avenue, 3 <sup>rd</sup> Floor San Francisco, CA 94102 Reference: License No. P4687
<b>Licensee’s Share of Property Taxes:</b>	See <u>Section 30</u> [Taxes, Assessments, Licenses, License Fees, and Liens].
<b>Notices:</b>	See <u>Section 31</u> [Notices].
<b>Key Contact for City:</b>	SFPUC Real Estate Director
<b>Telephone No. and Email:</b>	(415) 487-5210 Email: <a href="mailto:RES@sfwater.org">RES@sfwater.org</a>

<b>Day-to-Day Contact for City:</b>	Emily Read, SFPUC Right of Way Manager
<b>Telephone No. and Email:</b>	(650) 652-3204 Email: <a href="mailto:Eread@sflower.org">Eread@sflower.org</a>
<b>Key Contacts for Licensee:</b>	Chris Lamm, Public Works Director Andrew Yang, Public Works, Senior Civil Engineer
<b>Telephone No. and Email:</b>	(650) 558-7271 Email: <a href="mailto:Ayang@burlingame.org">Ayang@burlingame.org</a>
<b>Alternate Contact for Licensee:</b>	Kevin Okada, Assistant Director of Public Works
<b>Telephone No. and Email:</b>	(650) 558-7213 Email: <a href="mailto:Kokada@burlingame.org">Kokada@burlingame.org</a>
<b>Licensee's Billing Address:</b>	City of Burlingame 501 Primrose Road Burlingame, CA 94010 Attn: Billing Re: California Drive Improvements, Bike Path, Parking Lot, and Corporation Yards License No. P4687

City and Licensee agree as follows:

**1. License; Retained Permission and Control; No Dedication; Supersession and Revocation.**

(a) **License.** City confers upon Licensee a revocable, personal, non-exclusive, and non-possessory privilege to enter upon and use that certain real property owned by City situated in the County of San Mateo, State of California, more particularly described in the attached **Exhibit A**, for the limited purpose and subject to the terms, conditions, and restrictions set forth below. The Combined License Area is shown generally in the drawing attached as **Exhibit B**, **Exhibit B-1**, and **Exhibit B-2**. This License gives Licensee a license only, and notwithstanding anything to the contrary in this License, it does not constitute a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in any portion of the Combined License Area. Nothing in this License will be construed as granting or creating any franchise rights pursuant to any federal, state, or local laws.

(b) **Retained Permission and Control.** The Combined License Area is, and at all times during the term of this License, will remain City's fee property under the direct jurisdiction, management, and control of the SFPUC pursuant to San Francisco Charter Article VIII.B. Acting through the SFPUC, City has the ultimate authority over all matters regarding the entire Combined License Area. Nothing in this License constitutes a permanent transfer of property of the Combined License Area to Licensee.

(c) **No Dedication.** This License is not an offer of dedication to the public. Licensee’s use of the Combined License Area is limited to the Permitted Acts (defined in Section 4(a) [Permitted Acts] below) and will not ripen into a dedication to the public. No use of the Combined License Area pursuant to this License will give rise to an inference that the general public has any rights under this License. The public’s use of the Combined License Area is by permission and subject to the control of the City and County of San Francisco.

THE PRIVILEGE GIVEN TO LICENSEE UNDER THIS LICENSE IS EFFECTIVE ONLY INsofar AS THE RIGHTS OF CITY IN THE COMBINED LICENSE AREA ARE CONCERNED, AND LICENSEE WILL OBTAIN ANY FURTHER PERMISSION NECESSARY BECAUSE OF ANY OTHER EXISTING RIGHTS AFFECTING THE COMBINED LICENSE AREA. WITHOUT LIMITING THE FOREGOING, THIS LICENSE IS BEING ISSUED SUBJECT AND SUBORDINATE TO ALL OF THE TERMS AND CONDITIONS OF THAT CERTAIN DEED DATED AND RECORDED SEPTEMBER 29, 1944, IN BOOK 4150, AT PAGE 1, OF OFFICIAL RECORDS OF SAN MATEO COUNTY, PURSUANT TO WHICH CITY ACQUIRED ITS INTEREST IN THE COMBINED LICENSE AREA, A COPY OF WHICH IS ATTACHED TO THIS LICENSE AS **EXHIBIT C** (THE “**DEED**”), AND ALL OTHER EXISTING AND FUTURE DOCUMENTS AND INSTRUMENTS OF RECORD AFFECTING THE COMBINED LICENSE AREA (COLLECTIVELY, WITH THE DEED, THE “**RECORDED DOCUMENTS**”). LICENSEE MUST SECURE ALL ADDITIONAL NECESSARY APPROVALS, PERMITS, LICENSES, AND CONSENTS, AND DELIVER ALL NECESSARY NOTICES, BEFORE COMMENCING WORK IN THE COMBINED LICENSE AREA, INCLUDING ANY APPROVALS, PERMITS, LICENSES, CONSENTS, OR NOTICES REQUIRED FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS. FOR CITY’S BENEFIT, LICENSEE COVENANTS AND AGREES THAT LICENSEE WILL FULLY COMPLY WITH THE TERMS AND CONDITIONS OF THE RECORDED DOCUMENTS AND ANY OTHER RULES AND REGULATIONS PROMULGATED BY CITY AS THEY APPLY TO ANY WORK TO BE PERFORMED OR FACILITIES TO BE INSTALLED BY LICENSEE ON THE COMBINED LICENSE AREA PURSUANT TO THIS LICENSE, AND CITY WILL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT THERETO. LICENSEE ACKNOWLEDGES AND AGREES THAT NEITHER CITY NOR ANY OF ITS DEPARTMENTS, COMMISSIONS, OFFICERS, DIRECTORS, AND EMPLOYEES, AND ALL PERSONS ACTING BY, THROUGH, OR UNDER EACH OF THEM HAVE MADE, AND CITY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENT OR FUTURE SUITABILITY OF THE COMBINED LICENSE AREA FOR LICENSEE’S INTENDED WORK OR FACILITIES, THE IMPACT OF ANY TERM OR CONDITION OF THE RECORDED DOCUMENTS ON LICENSEE’S RIGHTS UNDER THIS LICENSE, OR THE ABILITY TO OBTAIN OR DELIVER, OR THE PROCEDURE FOR OBTAINING OR DELIVERING, ANY NECESSARY APPROVALS, LICENSES, PERMITS, CONSENTS OR NOTICES FROM OR TO THE GRANTOR UNDER THE RECORDED DOCUMENTS OR ANY OTHER PARTY WITH RESPECT TO ANY MATTERS CONTAINED IN THIS LICENSE.

(d) **Supersession and Revocation.** Effective as of the Commencement Date (defined in Section 2(a) [Term] below), this License will immediately supersede, replace, and revoke the 1990 Permit previously issued to Licensee by City, and such instrument will be deemed to have terminated as of the Commencement Date and have no further force or effect thereafter; provided,

however, that any provisions expressly stated to survive revocation or expiration of the term of any such permit or license will continue; and provided, further, that such termination will not nullify or release any of Licensee's obligations accruing under any such instrument with respect to periods prior to the Commencement Date.

## **2. Term of License; Suspension; Revocability.**

(a) **Term.** The privilege conferred to Licensee pursuant to this License will commence on the Actual Commencement Date, as shown in the Basic License Information. The Actual Commencement Date is the date on which this License is executed and delivered by City following the SFPUC authorization and approval and the receipt of all fees, insurance certificates, and security required to be provided by this License (the "**Commencement Date**"), and, following the Commencement Date, the Term of this License will be month-to-month and will immediately expire either: (i) upon written notice from City revoking this License, or (ii) upon thirty (30) days' written notice by Licensee to terminate this License. At its sole option, City may freely revoke this License at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee, if applicable, the Use Fee. Upon any such revocation, Licensee will immediately surrender the Combined License Area in the condition required by this License and will install signage at periodic intervals on the Combined License Area stating that the License Area is no longer accessible to the public.

(b) **Suspension During Emergency or SFPUC Project.** If an emergency requires City repairs or construction on or about the Combined License Area ("**Emergency Work**") or City determines to undertake a capital improvement, upgrade, replacement, or repair project within the Combined License Area that requires access through the Combined License Area ("**SFPUC Project**"), City may, at its sole option, determine that the Parties' respective rights and obligations with respect to all or any portion of the Combined License Area ("**Suspension Area**") will be temporarily suspended ("**Suspension**"). Accordingly, upon no less than sixty (60) days' prior written notice from City to Licensee, except in the case of an emergency, where City will provide such notice as reasonably practicable under the circumstances, this License will be suspended as to the Suspension Area for the duration of the SFPUC Project or Emergency Work ("**Suspension Notice**"). The Suspension will continue until the SFPUC Project or Emergency Work is complete. Upon any receipt of a Suspension Notice, Licensee must promptly coordinate with City for the removal of Licensee's property and surrender the Suspension Area as provided in the Suspension Notice. At its discretion, City may fence the Suspension Area for the duration of the Suspension. Upon completion of the SFPUC Project or Emergency Work, City will remove any such fencing and restore the surface of the Suspension Area level with the adjacent ground, with grass or gravel at the surface. City is under no obligation to restore the Suspension Area to its previous condition. Following completion of the SFPUC Project or Emergency Work, the Suspension will end, and the Suspension Area will be returned to Licensee and again be subject to this License. The duration of any Suspension pursuant to this Section shall not extend, toll, or otherwise affect the duration of the Term, and City's rights under this Section are in addition to and cumulative with those described in Section 4(b) [Subject to City Uses] below. The Use Fee described in Section 7(b) [License Fee(s)] will be suspended during the Suspension.

(c) **Termination.** This License may be terminated at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee.

(d) **Revocability.** At its sole option, City may freely revoke this License at any time without cause or liability, and without any obligation to pay any consideration to Licensee or return to Licensee any part of the license fee or, if applicable, the use fee. Upon any revocation, Licensee will immediately surrender the Combined License Area in the condition required by this License. The installation of Facilities or the existence of other improvements to, or alterations of, the Combined License Area, regardless of cost, will not in any way whatsoever limit City's right to revoke this License.

3. **Permitted Encroachments.** Licensee has installed two corporation yards (“**Permitted Encroachments**”) within the Combined License Area without SFPUC review or approval. City will allow Licensee to maintain the Permitted Encroachments in their current locations on the Combined License Area as determined by City, in its sole discretion. Licensee acknowledges that City may require Licensee to remove any or all Permitted Encroachments at the SFPUC's sole and absolute discretion. If City requires the removal of any or all Permitted Encroachments from the Combined License Area, Licensee shall remove any or all such Permitted Encroachments within sixty (60) days of City's notice to remove, except in an emergency when Licensee shall remove all such Permitted Encroachments as soon as possible. At its sole discretion, City may elect to remove any or all of the Permitted Encroachments itself, at Licensee's sole cost, by notifying Licensee of such fact, in which event Licensee shall pay City the cost of such removal within sixty (60) days after receipt of City's invoice. Licensee may use the Permitted Encroachments until they reach the end of their useful lives, as determined by City in its sole discretion, at which point, the SFPUC may require removal or relocation to a location approved by the City.

4. **Use of the Combined License Area.**

(a) **Permitted Acts.** Licensee may enter and use the Combined License Area for the sole purpose of performing the Permitted Acts, as specified in the Basic License Information and in strict accordance with Section 5(a) [Approval of Plans and Specifications] below, and for no other purpose whatsoever (“**Permitted Acts**”).

(b) **Subject to City Uses.** Licensee is aware that the Combined License Area constitutes a portion of City's regional water pipeline delivery system. Notwithstanding anything to the contrary in this License, all of Licensee's activities pursuant to this License will be subject and subordinate at all times to City's existing and future use of the Combined License Area for municipal and other purposes. City will in no way be liable for any damage or destruction to Licensee's property and/or improvements resulting from the condition of the Combined License Area or the SFPUC facilities, from any pipeline break, or from any pipeline repair or maintenance activities. At City's request, Licensee will immediately remove any of Licensee's property or improvements from the Combined License Area to allow City access to the SFPUC facilities. If City deems it necessary, at City's sole discretion, City may remove any property or improvements, and City will not be responsible for restoring or returning the same to its prior condition.

5. **Installation of Facilities.** Licensee may perform the Permitted Acts on the Combined License Area and may install the Facilities on the Combined License Area only on satisfaction of the following conditions, which are for City's sole benefit:

(a) **Approval of Plans and Specifications.** Licensee may perform the Permitted Acts on the Combined License Area in accordance with the plans and specifications (including drawings) approved in advance and in writing by the SFPUC and attached as **Exhibit D** (the

“**Approved Plans**”). The Approved Plans may be revised or amended only with the SFPUC’s prior written approval after the SFPUC’s Environmental Management Group has determined that no further environmental review is required by the California Environmental Quality Act (“**CEQA**”) as a result of any revision or amendment. Licensee will install or implement the Facilities in accordance with the Approved Plans and the project description, procedures, and requirements set forth in the Certificate of Completion of the Project Review Process, attached as **Exhibit E**.

(b) **Energy Service and Related Facilities**. If Licensee seeks electrical service for use in the Combined License Area, including for any Facilities, Licensee will contact the Interconnection Services Department in the Power Enterprise of the SFPUC to arrange for service. Licensee will purchase all electricity necessary for its operations at the Combined License Area from the SFPUC, at the SFPUC’s standard rates charged to third parties, unless the SFPUC determines, in its sole judgment, that it is not feasible to provide service to the Combined License Area. The SFPUC is the provider of electric services to City property, and the SFPUC’s Interconnection Services Department coordinates with Pacific Gas and Electric Company and others to implement this Section. Except as provided above with respect to any electricity services provided by the SFPUC, Licensee will arrange and pay for all utilities and services furnished to the Combined License Area, including gas, electricity, water, sewage, telephone, and trash collection services, and for all deposits, connection, and installation charges.

Except as otherwise provided in this License, the SFPUC has no responsibility or liability of any kind with respect to any utilities that may be on or about the Combined License Area. Licensee has the sole responsibility to locate any utility facilities within the Combined License Area and protect them from damage resulting from Licensee’s use of the Combined License Area.

(c) **Permits, Licenses, and Approvals**. Before beginning any permitted improvement or alteration work in the Combined License Area, Licensee will obtain all permits, licenses, and approvals (collectively, “**Approvals**”) of all regulatory agencies and other third parties that are required to commence, complete, and maintain the permitted work. Promptly upon receipt of any Approvals, Licensee will deliver copies of them to the SFPUC. No approval by the SFPUC for purposes of Licensee’s work under this License will be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction, and nothing in this License will limit Licensee’s obligation to obtain all regulatory Approvals, at Licensee’s sole cost.

(d) **Limits of City’s or SFPUC’s Consent**. City’s or the SFPUC’s consent to or approval of any improvements, equipment, or fixtures will not relieve Licensee or its engineers, architects, or contractors from any liability for negligence, errors, or omissions associated with the design and construction of any improvements, equipment, or fixtures. In no event will the SFPUC’s approval of plans or specifications be deemed to constitute a representation or warranty by City concerning the suitability of the improvements, equipment, or fixtures for Licensee’s purposes or that the work called for in the plans and specifications complies with applicable building codes or other applicable Laws (defined in Section 9 [Compliance with Laws] below), or industry standards, nor will the SFPUC’s approval release Licensee from its obligation to supply plans and specifications that conform to applicable building codes, other applicable Laws, and industry standards.

(e) **Exercise of Due Care**. Licensee will use and will cause its Agents (defined in Section 19 [Indemnity] below) to use due care at all times to avoid any damage or harm to City’s

water pipelines, facilities, or other property and to native vegetation and natural attributes of the Combined License Area and to minimize slope erosion. Licensee will not disturb the surface of the Combined License Area or perform any excavation work without City's prior written approval, which City may withhold at its sole discretion. City may condition and/or oversee any permitted excavation work. At its own expense, Licensee will mark the location of City's water pipelines or other facilities within the Combined License Area and will not use any pick, plow, or other sharp tool to remove the two feet of soil around the pipelines or other facilities, provided that Licensee may use hand shovels or pneumatic shovels in compliance with all other terms and conditions of this License. Licensee will immediately inform City of any actual or potential damage to the coating of the pipeline, and any damage will be promptly repaired by Licensee, at its own expense, to City's satisfaction prior to backfilling; provided, at its sole discretion, City may elect, upon notification to Licensee, to make any necessary repairs itself, at Licensee's sole cost. Upon completion of the repairs, City will send to Licensee an invoice therefor, which Licensee will pay within thirty (30) days following receipt. Under no circumstances will Licensee damage, harm, or take any rare, threatened, or endangered species present on or about the Combined License Area.

(f) **Cooperation with the Public Utilities Commission.** Licensee and its Agents will work closely with City personnel to minimize any potential disturbance (even if temporary) of the natural features of the Combined License Area and to avoid disruption (even if temporary) of City facilities, in, under, on, or about the Combined License Area and City uses of its facilities.

(g) **Intentionally Omitted.**

(h) **Work Schedule.** Licensee must begin installation work, if at all, within ninety (90) days after the commencement of the Term of this License. At least ten (10) business days prior to the commencement of any improvement or alteration work on the Combined License Area, Licensee will notify City's Construction Inspector ("**Construction Inspector**"), at (650) 871-3015, of the date the work will commence and the intended construction schedule. Notification must also be given to Underground Service Alert at least two (2) days prior to the start of the work. Notwithstanding the approval of Licensee's schedule by the SFPUC, the Construction Inspector will have the right to require Licensee to adjust its schedule from time to time. All work must be performed during regular working hours (Monday through Friday) between 8:00 a.m. and 4:30 p.m., exclusive of City holidays. Any work performed during any other time or day must be preapproved by the SFPUC at least ten (10) business days prior to commencing the work. In connection with its approval, City may charge Licensee additional inspection fees payable before the SFPUC approves the request. Notwithstanding the work hours set forth above, Licensee will comply with any applicable local ordinance that imposes later start times and/or earlier cessation times for construction activities. Licensee will complete all work and restoration no later than One Hundred Eighty (180) days after the Commencement Date, subject to unavoidable delays. For purposes of this License, "unavoidable delays" will mean any delays by reason of acts of God, accidents, breakage, strikes, lockouts, other labor disputes, enemy action, civil commotion, protests, riots, demonstrations, federal or state governmental restrictions, or by any other reason beyond Licensee's reasonable control. Licensee may apply to the SFPUC for a one-time extension for a period not to exceed 280 days.

(i) **Restoration of Combined License Area.** Immediately following completion of any work permitted under this License, Licensee will remove all debris and any excess dirt and will restore the Combined License Area to its condition immediately prior to the work, to City's satisfaction. Licensee will restore any damage caused to existing roads and restore excavated areas

with new vegetation (including irrigation and maintenance until established) and erosion control netting, all as requested by City, and will comply with all applicable regulations of the regulatory agency with jurisdiction.

(j) **Annual Meetings.** Licensee will meet with the SFPUC Right of Way Manager annually, promptly upon the SFPUC's request, to inspect the Combined License Area and resolve any issues regarding Licensee's compliance with current SFPUC policies.

(k) **As-Built Drawings/Reports.** Promptly upon completion of the installation of the Facilities, Licensee will furnish the SFPUC with two (2) complete copies of final as-built drawings for the Facilities, which drawings will include sufficient detail so as to allow City to precisely locate the Facilities. If Licensee or any of its Agents or consultants prepares any environmental, seismic, geophysical, or other written report relating to the Combined License Area and/or any work performed on the Combined License Area, Licensee will furnish to City a complete copy of the report, including any schedules, exhibits, and maps, promptly upon completion of the same.

(l) **Contractors.** Licensee will not accept and release its contractor for work authorized or required by this License before securing the SFPUC's written approval.

(m) **Encroachments.** Any improvement constructed or placed within the Combined License Area without SFPUC's prior written approval will be considered an encroachment ("Encroachment"). At its sole discretion, City may elect to remove any or all of the Encroachments itself, at Licensee's sole cost, by notifying Licensee of such fact, in which event Licensee will pay City for the cost of such removal within thirty (30) days after receipt of City's invoice. This License will automatically terminate one hundred eighty (180) days after Licensee fails to remove any unauthorized Encroachment following City's issuance of an Encroachment removal notice to Licensee.

6. **Restrictions on Use.** The following uses (by way of example only) of the Combined License Area by Licensee, or any other person claiming by or through Licensee, are inconsistent with the limited purpose of this License and are strictly prohibited as provided below:

(a) **Improvements.** Except as otherwise expressly provided in this License, Licensee will not construct or place any temporary or permanent structures or improvements in, on, under, or about the Combined License Area, nor will Licensee make any alterations or additions to any existing structures or improvements on the Combined License Area, unless Licensee first obtains the SFPUC's prior written consent, which the SFPUC may give or withhold at its sole and absolute discretion. For purposes of this License, the term "improvements" includes asphalt, concrete, and cementitious driveways, sidewalks, and parking areas, shacks, storage facilities, and fences.

(b) **Trees and Other Plantings.** Licensee will not plant any trees or other vegetation in or on the Combined License Area, except as otherwise expressly provided in this License and except in accordance with detailed plans consistent with the SFPUC's Vegetation Management Policy, which may be amended from time to time and as approved by the SFPUC in writing in advance.

(c) **Dumping.** Licensee will not cause or permit the dumping or other disposal in, on, under, or about the Combined License Area of any landfill, refuse, Hazardous Material (defined in Section 6(d) [Hazardous Material] below), or any other materials, including materials that are

unsightly or could pose a hazard to the human health or safety, native vegetation or wildlife, or the environment.

(d) **Hazardous Material.** Licensee will not cause, nor will Licensee allow any of its Agents or Invitees (defined in Section 19 [Indemnity] below) to cause, any Hazardous Material to be brought upon, kept, used, stored, generated, released, or disposed of in, on, under, or about the Combined License Area, or transported to, from, or over the Combined License Area. Licensee will immediately notify City when Licensee learns of or has reason to believe that a release of Hazardous Material has occurred in, on, under, or about any part of the Combined License Area. Licensee will further comply with all applicable Laws requiring notice of releases or threatened releases to governmental agencies and will take all action necessary or desirable to mitigate the release or minimize the spread of contamination. If Licensee or its Agents or Invitees cause a release of Hazardous Material, Licensee will promptly return the Combined License Area to the condition immediately prior to the release, without cost to City, in accordance with all Laws, and using the highest and best technology available. In connection with any remedial action, Licensee will afford City a full opportunity to participate in any discussion or negotiations with governmental agencies and environmental consultants regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material, and any other abatement or cleanup plan, strategy, and procedure. For purposes of this License, “**Hazardous Material**” means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes the following: any material or substance defined as a “hazardous substance, pollutant or contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et seq.*, or pursuant to Section 78075 of the California Health & Safety Code or any other federal, state, or local Law; a “hazardous waste” listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos-containing materials whether or not those materials are part of the Combined License Area or are naturally occurring substances in the Combined License Area; and any petroleum, including crude oil or any crude-oil fraction, natural gas, or natural gas liquids, provided, the foregoing will not prohibit Licensee from traversing to, from, and across the Combined License Area in standard motor vehicles that do not exceed the weight limitations set forth below. The term “**release**” or “**threatened release**” when used with respect to Hazardous Material will include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Combined License Area.

(e) **Nuisances.** Licensee will not conduct any activities in, on, under, or about the Combined License Area that constitute waste, nuisance, or unreasonable annoyance (including emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property, or to the public, or that constitute waste or nuisance per se.

(f) **Damage.** Licensee will not do anything in, on, under, or about the Combined License Area that could cause damage to or interference with any pipelines, facilities, or other property located in, on, under, or about the Combined License Area. Licensee will compensate City for all damage caused to the Combined License Area and City facilities resulting from the activities of Licensee and its Agents and Invitees, including damage resulting from defective work.

(g) **Use of Adjoining Land.** Licensee acknowledges that the privilege given under this License will be limited strictly to the Combined License Area. Licensee will not traverse over or otherwise use any adjoining lands of City.

(h) **Ponding; Water Courses.** Licensee will not cause any ponding on the Combined License Area or any flooding on adjacent land. Licensee will not engage in any activity that causes any change, disturbance, fill, alteration, or impairment to the bed, bank, or channel of any natural water course, wetland, or other body of water on, in, under, or about the Combined License Area, nor will Licensee engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters.

7. **License Fee(s) and Consideration.**

(a) **Intentionally Omitted.**

(b) **Recurring Use Fee.** In addition, throughout the Term of this License beginning on the Commencement Date, Licensee will pay to City a use fee in consideration of Licensee's use of the Combined License Area. Starting on the Commencement Date and until any adjustments permitted by this License, the use fee payable will be in the amount of Thirty Thousand Two Hundred Ninety-Six Dollars (\$30,296) per year or Two Thousand Five Hundred Twenty-Four Dollars and Sixty-Six Cents (\$2,524.66) per month. The use fee will be paid to City in advance, without prior demand and without any deduction, setoff, or counterclaim whatsoever, before the Commencement Date and on or before the first day of each anniversary date thereafter. The use fee for the first month or any partial month will be prorated on the basis of a 30-day month. All sums payable by Licensee to City pursuant to this License will be paid in cash or by good check to the City and County of San Francisco and delivered to City in care of the Customer Service Bureau, Attn: Real Estate Billing, 525 Golden Gate Avenue, 3<sup>rd</sup> Floor, San Francisco, California, 94102, or such other place as City may designate in writing. The use fee will be prorated for any fractional month. **City's acceptance of a third-party check or other payment will not be deemed as City's acceptance or acknowledgement of any assignment of this License and will not be deemed to establish a relationship between City and that third party. Any sum tendered by a third party will be deemed a use fee tendered on behalf of Licensee and not on behalf of the third party, regardless of whether it contains a restrictive endorsement.**

(c) **Annual Increases.** On each anniversary of the Commencement Date (the "Adjustment Date"), the annual use fee will be adjusted to increase the then-current annual fee by four percent (4%) of the annual fee for the year preceding an Adjustment Date.

(d) **Late Fees.** Licensee acknowledges that late payment by Licensee to City of the use fee or other sums due under this License will cause City to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. These costs include processing and accounting charges. Accordingly, if the use fee or any other sum due from Licensee is not received by City within fifteen (15) days after the amount is due, Licensee will pay to City a late charge of One Hundred Fifty Dollars (\$150). The Parties agree that the late charge represents a fair and reasonable estimate of the costs City will incur by reason of any late payment by Licensee. Acceptance of a late charge by City neither constitutes a waiver of Licensee's default with respect to an overdue amount, nor prevents City from exercising any of the other rights and remedies available to City.

(e) **Maintenance Parcel Obligations.** As additional partial consideration for City entering into this License, Licensee will maintain the surface of the parcels located between Cambridge Road and Lincoln Avenue (“**Maintenance Area**”). As used in this Section 7(e), the terms “maintain,” and “maintenance,” mean that, with respect to the Maintenance Area, Licensee will be (i) solely responsible for the maintenance of all trees and vegetation in the Combined License Area and may, at Licensee’s cost and without prior approval of City, prune and/ or remove any such trees and vegetation in the Combined License Area, and (ii) regularly remove trash, debris, and graffiti, as reasonably required or necessary to keep the Maintenance Area in a sanitary and sightly condition and to prevent the existence of any nuisance on the Maintenance Area. New vegetation may only be planted with SFPUC approval.

**8. Required Insurance Coverages.** Licensee’s compliance with the provisions of this Section 8 will in no way relieve or decrease Licensee’s indemnification or other obligations under this License. Licensee must maintain in force, during the full Term of this License, insurance in the amounts and coverages listed below. In addition, Licensee will cause each Agent (defined in Section 19 [Indemnity] below) performing work on the Combined License Area to procure and keep in effect during the course of any work appropriate amounts of insurance and add City as additional insureds for those respective policies.

(a) Commercial General Liability Insurance with limits not less than \$2,000,000 for each occurrence of Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse, and Underground (XCU), Broad Form Property Damage and Products, and Completed Operations.

(b) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 for each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned, and Hired auto coverage, as applicable.

(c) Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 for each accident, injury, or illness.

(d) **Additional Insured Endorsements.** The Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(e) **Waiver of Subrogation Endorsements.** The Workers’ Compensation policy(ies) and all Liability Policies referenced above will be endorsed with a waiver of subrogation in favor of City for all work performed by Licensee or its Agents.

(f) **Primary Insurance Endorsements.**

(i) The Commercial General Liability policy will provide that the policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom the claim is made, or suit is brought.

(ii) The Commercial Automobile Liability Insurance policy will provide that the policies are primary insurance to any other insurance available to the Additional Insureds, with

respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom the claim is made, or suit is brought.

**(iii)** The policies will also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage will not reduce or void the coverage as to any insured and will afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

**(g) Other Insurance Requirements.**

**(i)** Thirty (30) days' advance written notice will be provided to City of cancellation, intended non-renewal, or reduction in coverages, except for non-payment, for which no less than ten (10) days' notice will be provided to City. Notices will be sent to the City address set forth in Section 31(a) [Notices].

**(ii)** If any of the required insurance are provided under a claims-made form, Licensee will maintain coverage continuously throughout the Term of this License and, without lapse, for a period of three (3) years beyond the expiration of this License, to the effect that, should occurrences during the License Term give rise to claims made after the expiration of the License, those claims will be covered by the claims-made policies.

**(iii)** If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the general annual aggregate limit, the general annual aggregate limit must be double the occurrence or claims limits specified above.

**(iv)** If any required insurance lapses during the Term of this License, requests for payments originating after the lapse will not be processed until City receives satisfactory evidence of reinstated coverage as required by this License, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this License effective on the date the insurance lapses.

**(v)** Prior to the Commencement Date, Licensee will furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII, or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Licensee and its contractors will submit or cause their respective insurance brokers to submit the requested information through the TenantShield insurance verification program designated by City or any successor program used by City for verification of Licensee and contractor insurance coverage. Approval of the insurance by City will not relieve or decrease Licensee's liability hereunder. If Licensee fails to procure the required insurance, or to deliver policies or certificates, at its option, City may procure the same for the account of Licensee, and Licensee will reimburse City for any costs paid by City within five (5) business days after delivery to Licensee of an invoice therefor.

**(vi)** If Licensee will use any subcontractor(s) to perform the Permitted Acts, Licensee will require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents, and employees, and the Licensee as additional insureds.

(vii) Upon City’s request, Licensee and City will periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Licensee for risks comparable to those associated with the Combined License Area, then, at its sole discretion, City may require Licensee to increase the amounts or coverage carried by Licensee hereunder to conform to the general commercial practice.

(h) **Self-Insurance.**

Licensee will have the right to self-insure with respect to any of the insurance requirements required under this License, to the extent permitted by applicable law. If Licensee elects to self-insure with respect to any of the insurance requirements required under this License, before the Commencement Date and upon written request by the SFPUC, within thirty (30) days of the commencement of each year thereafter, Licensee will submit to the SFPUC a certificate of self-insurance signed by a duly authorized representative of Licensee, such certificate evidencing that Licensee’s self-insurance program is adequately funded, in full force and effect and in compliance with and subject to all the terms, agreements, covenants, conditions and provisions of this License. If Licensee elects to self-insure, Licensee will give City prompt written notice of any significant change in or the depletion of its self-insurance fund. Notwithstanding the foregoing, Licensee is also responsible for causing any contractors, subcontractors, and/or Agents to maintain commercially reasonable insurance coverages and coverage limits as required under this License.

Any deductibles or self-insured retentions must be declared. All deductibles and self-insured retentions will be paid by Licensee.

With respect to any claim, loss, or liability that would have been covered by the insurance policies (including the status as an “additional insured” thereunder of City, the SFPUC, and their respective Agents and Employees) required by this License to be maintained by Licensee but within the self-insured retention or deductible amount, Licensee will cover such claim, loss, or liability on the same basis as the insurance arrangements or deductibles on such insurance policies, including such insurance carrier responsibility to protect City, the SFPUC, and their respective Agents and Employees as an “additional insured.”

**9. Compliance with Laws.** At its expense, Licensee will conduct and cause to be conducted all activities on the Combined License Area permitted by this License in a safe and reasonable manner and in compliance with all laws, statutes, ordinances, rules, regulations, policies, orders, edicts, and the like (collectively, “**Laws**”) of any governmental or other regulatory entity with jurisdiction (including the Americans with Disabilities Act) and all covenants, restrictions, and provisions of record, whether presently in effect or subsequently adopted and whether or not in the contemplation of the Parties. At its sole expense, Licensee will procure and maintain in force at all times during its use of the Combined License Area all business and other licenses or approvals necessary to conduct the activities allowed by this License. City is entering into this License in its capacity as a property owner with a proprietary interest in the Combined License Area and not as a regulatory agency with police powers. No approval by City for purposes of this License will be deemed to constitute approval of any federal, state, City, or other local regulatory authority with jurisdiction, and nothing in this License will limit Licensee’s obligation to obtain all regulatory approvals at Licensee’s sole cost, or limit in any way City’s exercise of its police powers.

Licensee will keep itself fully informed of City's Charter, codes, ordinances, and regulations, and all state and federal laws, rules, and regulations affecting the performance of this License, and will at all times comply with those laws and regulations. Licensee agrees to maintain its good standing as a corporation, nonprofit, limited liability company, partnership, joint venture, or similar legal entity at all times during the Term of this License. Licensee's obligation to maintain good standing includes, without limitation, Licensee's continued timely submission of all required information and payments when due to the California Secretary of State, Franchise Tax Board, Internal Revenue Service, California Attorney General's Registry of Charitable Trusts, or any other applicable agency or entity. Licensee will immediately notify City of any voluntary or involuntary change to its good standing status or in its eligibility, rights, and privileges as a statutory entity. Upon City's request, Licensee will provide documentation demonstrating its compliance with all applicable Laws. If Licensee will use any contractors to perform the Permitted Acts, Licensee is responsible for ensuring they comply with all applicable Laws at the time Licensee contracts with those contractors and for the duration of that agreement. Any failure by Licensee or any of its contractors to remain in good standing with applicable Laws will be a material breach of this License.

**10. Covenant to Maintain Combined License Area and Facilities.** Licensee will be solely responsible for repairing and maintaining the Facilities and improvements or alterations made in or on the Combined License Area pursuant to prior agreements in good, clean, safe, secure, sanitary, and slightly condition, and City will have no duty whatsoever for any repair or maintenance of the Combined License Area or any Facilities, or other Licensee improvements or alterations. Throughout the Term of this License, at its sole cost, Licensee will maintain the Combined License Area at all times in a good, clean, safe, secure, sanitary, and slightly condition. Licensee will notify City in writing not less than five (5) days before performing any repair or maintenance work in the Combined License Area, except in the case of an emergency, when Licensee will notify City telephonically and in writing as soon as reasonably possible.

**11. Monuments.**

(a) By its execution and delivery of this License, Licensee acknowledges that the monuments and surveyor installed Carsonite paddles ("**Paddle(s)**") within the Combined License Area are in place and in good condition. During the installation of any Facilities and at all times during Licensee's use of the Combined License Area, Licensee will protect and safeguard City's monuments and Paddles. Licensee will promptly notify City if Licensee becomes aware of any change in the condition of City's monuments or Paddles, regardless of the cause of the change.

(b) If Licensee damages a monument or Paddle necessitating resurvey, repair, or replacement, as determined by City at its sole discretion, Licensee will survey, file a land surveyor's map in the Official Records of the County of San Mateo, and install a replacement monument within thirty (30) days of completion of work authorized under this License, all at Licensee's expense and to City's satisfaction. A recorded surveyor's map will be furnished by Licensee to the SFPUC for its records.

(c) During the Term of this License, City may replace missing monuments or Paddles or install new monuments or Paddles. When City replaces missing monuments or Paddles or installs new monuments or Paddles, City will give Licensee written notice of the replacement or installation. Upon deposit of the notice in the U.S. mail by City, postage prepaid, Licensee will assume the protection and replacement responsibilities set forth in this License.

**12. Removal or Alteration of Facilities or Improvements.** Without limiting City's rights under this License, at City's written request, Licensee will promptly alter or remove, at its sole expense, all Facilities, improvements, plantings, or other property owned by Licensee or installed or placed in, on, under, or about the Combined License Area by Licensee, as may be necessary to avoid any actual or potential interference with the installation, construction, maintenance, operation, repair, replacement, or removal of any of City's pipelines, power lines, facilities, or other structures now or later constructed or with any other operations or land uses by City. In the request, City may specify reasonable time limits for completion of the work. If, after the written notice, Licensee fails to complete the requested work within the prescribed time limits, City may perform the requested work and charge Licensee all costs and expenses so incurred by City. City's costs and expenses will be due and payable upon City's demand. In the event of an emergency, at City's sole option, at Licensee's sole expense, and without notice, City may alter, remove, or protect all Facilities, improvements, plantings, or other property installed or placed in, on, under, or about the Combined License Area by Licensee. Upon City's written or oral notice that an emergency exists, the owner of any utility facilities must take immediate action at its sole expense to protect, remove, or relocate the utility facilities as required by City to address the emergency.

**13. Interruption or Disruption of Combined License Area.** Without limiting City's rights under this License or any applicable Laws, if Licensee's use of the Combined License Area is interrupted or disrupted for any reason in connection with City activities on or near the Combined License Area, at its sole cost, Licensee will be responsible for: **(a)** all costs of alteration, removal, and/or restoration (in accordance with this License, if authorized by City) of Licensee's Facilities and other improvements or alterations to a condition similar to that which existed prior to such interruption, disruption, alteration, or removal, and **(b)** the implementation or satisfaction of all mitigation measures or obligations that arise under applicable Laws, including the California Environmental Quality Act ("CEQA"), related to any interruption or disruption of Licensee's use of the Combined License Area. City will not be responsible for mitigation of any potential recreational use impacts or other impacts associated with any interruption or disruption of use of the Combined License Area, or any related costs. Should City's rights, as provided for in this License, necessitate relocation of any of Licensee's recreational or other facilities within the Combined License Area, Licensee agrees to provide, at Licensee's cost and expense, temporary alternate recreational or other facilities (as applicable) on Licensee's property adjacent to the Combined License Area if available, but otherwise on property outside of the Combined License Area and not on City property. In addition to Licensee's obligations set forth above in this Section, Licensee assumes full financial responsibility, including reimbursement to City, for costs arising from the presence of or Licensee's removal and/or relocation of Licensee's uses, Facilities and other improvements or alterations located or occurring on the Combined License Area, including the cost of any environmental review, administrative proceedings, or community protests, or costs associated with any delays to maintenance or operation of SFPUC facilities.

Licensee will perform its obligations under this Section promptly. This License remains revocable, and City is not obligated to allow Licensee to restore or replace Licensee's Facilities and other improvements or alterations, or to allow Licensee to modify its Facilities and other improvements or alterations to accommodate changes to the Combined License Area, following a disruption.

City would not be willing to give this License absent Licensee's assurances under this Section 13, and Licensee expressly assumes all liability or obligations that may arise under this Section 13.

**14. Signs.** Except for any pipeline markers required by City or any regulatory agency with jurisdiction, Licensee will not place, erect, or maintain any sign, advertisement, banner, or similar object in, on, or about the Combined License Area without City's prior written consent, which City may give or withhold at its sole discretion; provided, however, that, without City's prior written consent, if necessary for Licensee's construction use, Licensee may place in the Combined License Area a temporary sign of less than thirty (30) days' duration that does not penetrate the ground surface or a traffic or public safety sign relating to Licensee roadwork or other Licensee public works projects that do not penetrate the ground surface in such a manner which may impact underground City infrastructure.

**15. Surrender.** Upon the expiration of this License or within ten (10) days after any earlier revocation or other termination of this License, Licensee will surrender the Combined License Area in the same condition as received, and broom clean, free from hazards, and clear of all debris. At that time, Licensee will remove all of its property from the Combined License Area and any signs, and, upon City's request, the Facilities and any other structures, improvements, or alterations placed on the Combined License Area during the Term of this License, and will repair, at its cost, any damage to the Combined License Area caused by the removal. Licensee's obligations under this Section will survive any termination of this License.

**16. Repair of Damage.** If any portion of the Combined License Area or any City property located on or about the Combined License Area is damaged or threatened by any of the activities conducted by Licensee or anyone acting by or through Licensee, at its sole cost, Licensee will immediately notify City of the damage or threat by **(a)** calling the SFPUC's dispatch operator as specified in Section 31(b) [Emergency Contacts] below, and **(b)** providing written notice in accordance with Section 31(a) [Notices] below. City may, but will not be obligated to, remedy the damage or threat at Licensee's sole cost, or City may elect to observe Licensee's repair work. If City elects not to remedy the damage or threat, Licensee will repair all damage and restore the Combined License Area or property to its previous condition, subject to City's inspection, review, and approval. City has no responsibility or liability of any kind with respect to any utilities that may be on, in, or under the Combined License Area. Licensee is solely responsible for the location of any utilities and other existing facilities and their protection from damage. Licensee will be solely responsible for arranging and paying directly for any utilities or services necessary for its Permitted Acts; provided, Licensee will obtain City's prior written approval to the provision of any services or utilities in, on, under, or through the Combined License Area.

**17. City's Right to Cure Defaults by Licensee.** If Licensee fails to perform its obligations under this License to restore the Combined License Area, remove or alter any Facilities, and other Licensee improvements or alterations, or repair damage, or if Licensee defaults in the performance of its other obligations under this License, then, at its sole option, City may remedy the failure for Licensee's account and at Licensee's expense by providing Licensee with three (3) days' prior written or oral notice of City's intention to cure the default (except that no prior notice will be required in the event of an emergency as determined by City). City's action will not be construed as a waiver of City's rights or remedies under this License, and nothing in this License will imply any duty of City to do any act that Licensee is obligated to perform. Licensee will pay to City upon demand, all costs, damages, expenses, or liabilities incurred by City, including reasonable

attorneys', experts', and consultants' fees, in remedying or attempting to remedy the default. Licensee's obligations under this Section will survive the termination of this License.

**18. No Costs to City.** Licensee will bear all costs or expenses of any kind or nature in connection with its use of the Combined License Area and will keep the Combined License Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Combined License Area.

**19. Indemnity.** Licensee will indemnify, defend, reimburse, and hold harmless City, its officers, agents, employees, and contractors, and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind ("**Claims**"), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on, or about any part of the Combined License Area, whether such injury, death, damage, or destruction is caused by the person or property of Licensee, its officers, directors, members, employees, agents, consultants, contractors, or subcontractors (collectively, "**Agents**"), its invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating to any use or activity under this License, **(b)** any failure by Licensee to faithfully observe or perform any term, covenant, or condition of this License, **(c)** the use of the Combined License Area or any activities conducted on the Combined License Area by Licensee, its Agents, or Invitees, **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Licensee, its Agents, or Invitees, on, in, under, or about the Combined License Area, any improvements or into the environment, or **(e)** any failure by Licensee to faithfully observe or perform any terms, covenants, or conditions of the Recorded Documents to the extent that the terms, covenants, or conditions relate to or are triggered by the work to be performed or Facilities or other Licensee improvements or alterations on the Combined License Area; except solely to the extent of Claims resulting directly from the willful misconduct of City or City's authorized representatives. In addition to Licensee's obligation to indemnify City, Licensee has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision, even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Licensee by City and continues at all times thereafter. The foregoing indemnity will include reasonable attorneys', experts', and consultants' fees and costs, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including damages for a decrease in the value of the Combined License Area and claims for damages or decreases in the value of adjoining property. Licensee's obligations under this Section will survive the expiration or other termination of this License.

**20. Waiver of Claims.**

**(a)** Neither City nor any of its commissions, departments, boards, officers, agents, or employees will be liable for any damage to the property of Licensee, its officers, agents, employees, contractors, or subcontractors, or their employees, or for any bodily injury or death to these persons, resulting or arising from the condition of the Combined License Area or its use by Licensee, or Licensee's Agents or Invitees.

**(b)** Because this License is freely revocable by City, Licensee expressly assumes the risk of making any expenditure in connection with this License, even if the expenditures are substantial. Without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully

RELEASES, WAIVES, AND DISCHARGES forever all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including any claim for inverse condemnation or the payment of just compensation under law or equity, if City exercises its right to revoke or terminate this License.

(c) Licensee acknowledges that it will not be a displaced person at the time this License is terminated or revoked or expires by its own terms, and Licensee fully RELEASES, WAIVES, AND DISCHARGES forever all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, under any present or future Laws, including all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) The fees payable pursuant to this License do not take into account any potential City liability for any consequential or incidental damages, including lost profits, arising out of disruption to or any Facilities or other Licensee improvements or alterations on the Combined License Area; or Licensee's uses of the Combined License Area permitted by this License. City would not be willing to grant this License in the absence of a waiver of liability for consequential or incidental damages resulting from the acts or omissions of City or its departments, commissions, officers, directors, and employees, and by all persons acting by, through, or under each of them, and Licensee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Licensee or other waivers contained in this License and as a material part of the consideration for this License, Licensee fully RELEASES, WAIVES, AND DISCHARGES forever all claims, demands, rights, and causes of action against for consequential and incidental damages (including lost profits) and covenants not to sue for damages City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, arising out of this License or the uses authorized under this License, including any interference with uses conducted by Licensee pursuant to this License, regardless of the cause, and whether or not due to the negligence of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, except for the gross negligence and willful misconduct of City or its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them.

(e) As part of Licensee's agreement to accept the Combined License Area in its "As Is" condition as provided below, and without limiting its agreement, Licensee, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its officers, agents, and employees, and their respective heirs, successors, administrators, personal representatives, and assigns, from all Claims, whether direct or indirect, known or unknown, foreseen and/or unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Combined License Area and any related improvements or any applicable Laws or the suitability of the Combined License Area for Licensee's intended use.

(f) In connection with the foregoing releases, Licensee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Licensee acknowledges that the releases contained in this License include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Licensee realizes and acknowledges that it has agreed upon this License in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this License will survive any termination of this License.

**21. As Is Condition of the Combined License Area; Disability Access; Disclaimer of Representations.** Licensee accepts the Combined License Area in its “AS IS” condition, without representation or warranty of any kind by City, its departments, commissions, officers, directors, and employees, and all persons acting by, through, or under each of them, and subject to all applicable Laws governing the use of the Combined License Area. Without limiting the foregoing, this License is made subject to all existing and future covenants, conditions, restrictions, easements, encumbrances, and other title matters affecting the Combined License Area, whether foreseen or unforeseen, and whether these matters are of record or would be disclosed by an accurate inspection or survey.

City discloses (a) City has not been issued a disability access inspection certificate as described in California Civil Code Section 55.53(e), (b) pursuant to California Civil Code Section 1938, that City has not ordered, performed, or caused to be performed, a Certified Access Specialist (“CASp”) inspection of the Combined License Area (sometimes referred to as “premises” or “subject premises” for the herein disclosures), and (c) City makes the following statutory disclosure per California Civil Code Section 1938 (the required “CASp Disclosure”):

“A Certified Access Specialist (“CASp”) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

**22. No Assignment.** This License is personal to Licensee and will not be assigned, conveyed, or otherwise transferred by Licensee under any circumstances. Any attempt to assign, convey, or otherwise transfer this License will be null and void and cause the immediate termination and revocation of this License.

**23. Cessation of Use.** Licensee will not terminate its activities on or use of the Combined License Area pursuant to this License without prior written notice to City.

**24. No Joint Ventures or Partnership; No Authorization.** This License does not create a partnership or joint venture between City and Licensee as to any activity conducted by Licensee on, in, or relating to the Combined License Area. Licensee is not a state actor with respect to any

activity conducted by Licensee on, in, under, or around the Combined License Area. City's provision of this License does not constitute City's authorization or approval of any activity conducted by Licensee on, in, around, or relating to the Combined License Area.

25. **Intentionally Omitted.**

26. **Intentionally Omitted.**

27. **Intentionally Omitted.**

28. **Notification of Prohibition on Contributions.** Licensee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with City for the selling or leasing of any land or building to or from City whenever the transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (a) the City elective officer, (b) a candidate for the office held by that individual, or (c) a committee controlled by that individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the contract or twelve months after the date the contract is approved. Licensee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Licensee further acknowledges that (i) the prohibition on contributions applies to each Licensee; each member of Licensee's board of directors, and Licensee's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Licensee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Licensee; and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Licensee certifies it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract to City, and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

29. **Intentionally Omitted.**

30. **Taxes, Assessments, Licenses, License Fees, and Liens.**

(a) Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on that interest. Licensee further recognizes and understands that any transfer or assignment permitted under this License and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Licensee will pay taxes of any kind, including possessory interest taxes, that may be lawfully assessed on the interest created by this License and will pay all other taxes, excises,

licenses, permit charges, and assessments based on Licensee's usage of the Combined License Area that may be imposed upon Licensee by law, all of which will be paid when the same become due and payable and before delinquency.

(c) Licensee will not allow or suffer a lien for any taxes or charges to be imposed upon the Combined License Area or upon any equipment or property located on the Combined License Area without promptly discharging the same, provided that Licensee may contest the validity of the same by paying under protest or posting adequate (at City's sole discretion) security during any contest.

**31. Notices.**

(a) Except as otherwise expressly provided in this License, service of notices and demands given under this License will be effective only if in writing and given by delivering the notice in person, by sending it first-class mail or certified mail with a return receipt requested, or next-business-day courier, to City and to Licensee at the addresses specified below. Properly addressed notices issued pursuant to this License will be deemed given on the date personal delivery is made or if sent by a method that provides confirmation of delivery, on the earliest of confirmed delivery or confirmed attempted delivery:

**City or the SFPUC:** Real Estate Services Division  
San Francisco Public Utilities Commission  
525 Golden Gate Avenue, 10<sup>th</sup> Floor  
San Francisco, CA 94102  
Attn: Real Estate Director  
Re: California Drive Improvements, Bike  
Path, Parking Lot, and Corporation Yards  
License No. P4687  
Telephone No.: (415) 487-5210

**Licensee:** City of Burlingame  
501 Primrose Road, 2<sup>nd</sup> Floor  
Burlingame, CA 94010  
Attn: Director of Public Works  
Re: California Drive Improvements, Bike  
Path, Parking Lot, and Corporation Yards  
License No. P4687  
Telephone No.: (650) 558-7230  
E-mail: [Clamm@burlingame.org](mailto:Clamm@burlingame.org)

Telephone numbers and email addresses are provided for the convenience of communication and do not constitute sufficient methods for delivering notices. Each Party may change its address for notices from time to time by giving notice to the other in the manner described above.

(b) **Emergency Contacts.** Licensee will immediately notify the SFPUC's Millbrae Dispatch facility by phone at (650) 872-5900 of any emergency or incident requiring emergency response.

**32. Prohibition of Tobacco Sales and Advertising.** No advertising or sale of cigarettes or tobacco products is allowed on the Combined License Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product.

**33. Prohibition of Alcoholic Beverage Advertising.** No advertising of alcoholic beverages is allowed on the Combined License Area. For purposes of this Section, “alcoholic beverage” will be defined as set forth in California Business and Professions Code Section 23004, and will not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

**34. Restrictions on the Use of Pesticides.** Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or “**IPM Ordinance**”) describes an integrated pest management (“**IPM**”) policy to be implemented by all City departments. Licensee will not use or apply or allow the use or application of any pesticides on the Combined License Area or contract with any person or entity to provide pest abatement or control services to the Combined License Area without first receiving City’s written approval of an IPM plan that **(a)** lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the Combined License Area during the Term of this License, **(b)** describes the steps Licensee will take to meet City’s IPM Policy described in Section 300 of the IPM Ordinance and **(c)** identifies, by name, title, address, and telephone number, an individual to act as the Licensee’s primary IPM contact person with City. Licensee will comply, and will require all of Licensee’s contractors to comply, with the IPM plan approved by City and will comply with the requirements of Sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Licensee were a City department. Among other matters, the provisions of the IPM Ordinance: **(i)** provide for the use of pesticides only as a last resort, **(ii)** prohibit the use or application of pesticides on property owned by City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City’s Department of the Environment), **(iii)** impose certain notice requirements, and **(iv)** require Licensee to keep certain records and to report to City all pesticide use at the Combined License Area by Licensee’s staff or contractors.

If Licensee or Licensee’s contractor will apply pesticides to outdoor areas at the Combined License Area, Licensee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation (“**CDPR**”) and any pesticide application will be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City’s current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

**35. Conflict of Interest.** Licensee acknowledges that it is familiar with the provisions of Section 15.103 of City’s Charter, Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the California Government Code and certifies that it does not know of any facts that would constitute a violation of said provisions. If Licensee becomes aware of any fact that would constitute a violation of these provisions during the Term of this License, Licensee will immediately notify City.

**36. Disclosure.** City’s Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Act (Gov’t Code Section 7920.000 et seq.), apply to this License and all records, information, and materials related to this License submitted to City in connection with this License. Accordingly, all records, information, and materials may be subject to public disclosure in accordance with City’s Sunshine Ordinance and the State Public Records Act. Licensee authorizes City to disclose any records, information, and materials submitted to City in connection with this License.

**37. Intentionally Omitted.**

**38. Severability.** If any provision of this License, or its application to any person, entity, or circumstance, will be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this License, or the application of any provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this License will be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this License without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this License.

**39. Cooperative Drafting.** This License has been drafted through a cooperative effort of both Parties, and both Parties have had an opportunity to have the License reviewed and revised by legal counsel. No Party will be considered the drafter of this License, and no presumption or rule that an ambiguity will be construed against the Party drafting the clause will apply to the interpretation or enforcement of this License.

**40. Intentionally Omitted.**

**41. San Francisco Packaged Water Ordinance.** Licensee will comply with San Francisco Environment Code Chapter 24 (“**Chapter 24**”). Licensee will not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this License or on City property unless Licensee obtains a waiver from City’s Department of the Environment. If Licensee violates this requirement, City may exercise all remedies in this License and the Director of City’s Department of the Environment may impose administrative fines as set forth in Chapter 24.

**42. Public Visitor Recreational Immunity.** San Francisco Property. Any permission given for entry by public recreational visitors, participants, and spectators (“**Public Recreational Visitors**”) on or over the San Francisco Property is given only for access purposes, and City gives no assurances to Public Recreational Visitors that such premises are safe for such purposes. This section intends to preserve, for City and Licensee, any and all recreational use immunities and any other immunities provided for under Sections 831.4 and 831.7 of the California Government Code and Section 5075.4 of the California Public Resources Code and under any other applicable laws or statutes, now or hereafter in effect, eliminating or limiting to the fullest extent permitted by law City’s liability for, or providing immunity from, claims against City by Public Recreational Visitors. This section is not intended to, nor will it be construed to limit, affect, or restrict any rights of either Party or its officers, directors, agents, or employees to assert any claims against the other Party to which it may otherwise be entitled under this Agreement.

**43. General Provisions.** (a) This License may be amended or modified only by a writing signed by City and Licensee. (b) No waiver by any Party of any of the provisions of this License will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in a written waiver. No waiver will be deemed a subsequent or continuing waiver of the same, or any other, provision of this License. (c) The exhibits referenced in and attached hereto are incorporated into this License. (d) This License contains the entire agreement between the Parties regarding the subject matter of this License, and all prior written or oral negotiations, discussions, understandings, and agreements are merged into this License. (e) The Section and other headings of this License are for convenience of reference only and will be disregarded in the interpretation of this License. (f) Time is of the essence in all matters relating to this License. (g) This License will be governed by California law and City's Charter. (h) If Licensee consists of more than one person, then the obligations of each person will be joint and several. (i) Licensee may not record this License or any memorandum of this License. (j) Subject to the prohibition against assignments or other transfers by Licensee hereunder, this License will be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns. (k) Any sale or conveyance of the property burdened by this License by City will automatically revoke this License. (l) Except as expressly provided to the contrary, all approvals, consents, and determinations to be made by City under this License may be made at City's sole and absolute discretion. (m) Whenever this License requires City's or the SFPUC's consent or approval, the General Manager of the SFPUC, or their designee, will be authorized to provide such consent or approval, except as otherwise provided by applicable Laws, including City's Charter, or by the SFPUC's Real Estate Guidelines. No consent, approval, election, or option will be effective unless given, made, or exercised in writing. (n) This License may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. (o) Use of the word "including", or similar words, will not be construed to limit any general term, statement, or other matter in this License, whether or not language of non-limitation, such as "without limitation" or similar words, are used. (p) Each person executing this License on Licensee's behalf does hereby represent and warrant that Licensee has full right and authority to enter into this License, and that each person signing on behalf of Licensee is duly authorized to bind Licensee to the terms and conditions of this License. Upon City's request, Licensee will provide documentation confirming the foregoing representations and warranties.

*[SIGNATURES ON FOLLOWING PAGE]*

LICENSEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS LICENSE, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

**LICENSEE:**

CITY OF BURLINGAME,  
a municipal corporation

By: \_\_\_\_\_  
LISA K. GOLDMAN

Its: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

**CITY:**

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_  
DENNIS J. HERRERA  
General Manager  
San Francisco Public Utilities Commission  
(authority pursuant to SFPUC Resolution  
No. 24-0185)

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**DAVID CHIU**  
City Attorney

By: \_\_\_\_\_  
Nancy Taylor  
Deputy City Attorney

## **EXHIBIT A**

### **Description of Combined License Area**

All that certain real property located in the County of San Mateo, California, described as follows:

1. an approximately 92,450 square foot portion of SFPUC Parcel No. 24 Muni Right of Way adjacent to and including California Drive between Burlingame Avenue and Oak Grove Avenue, designated as Assessor's Parcel No. 093-362-010, in Burlingame, California, and as shown in the attached **Exhibit B**.
2. an approximately 34,307 square foot portion of SFPUC Parcel No. 23 Muni Right of Way adjacent to and including California Drive near Broadway and Lincoln Avenue, designated as Assessor's Parcel No. 093-361-010 in Burlingame, California, and as shown in the attached **Exhibit B-1**.
3. an approximately 82,880 square foot portion of SFPUC Parcel Nos. 22 and 23 Muni Right of Way adjacent to and including California Drive between Cambridge Road and Lincoln Avenue, designated as Assessor's Parcel No. 093-361-010 in Burlingame, California, and as shown in the attached **Exhibit B-2**.

**EXHIBIT B**

**Depiction of Portion of Combined License Area  
between Burlingame Avenue and Oak Grove Avenue**

*[see attached]*

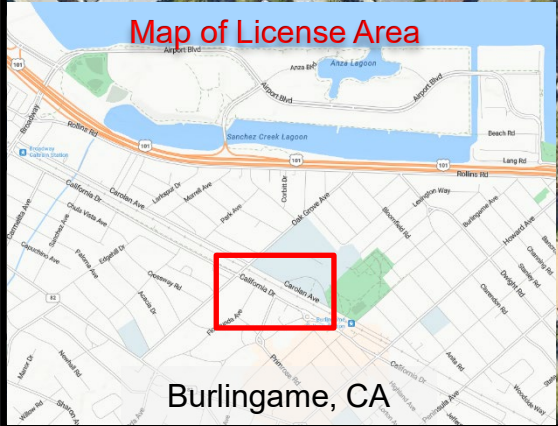


Corporation Yard

SFPUC Parcel No.  
24 MUNI ROW

Bus Stop

Approximately  
92,450 Sq. Ft.  
APN: 093-362-010



Portion of Combined License Area



SFPUC Property



**Exhibit B**  
License Area

City of Burlingame  
Revocable License P4687  
SFPUC Parcel No. 24  
Burlingame, CA

Date: 1/12/2026

The City does not guarantee that the information shown is accurate or complete. The City is not responsible for any damages arising from the use of this data. Users should verify the information before making project commitments. Pipeline locations are only estimations.

City of Burlingame – Portion of  
Combined License Area  
(Approximately 92,450 Sq. Ft.)

**EXHIBIT B-1**

**Depiction of Portion of Combined License Area  
near Broadway and Lincoln Avenue**

*[see attached]*



**Legend**



Portion of Combined License Area



SFPUC Parcels (Fee Owned)

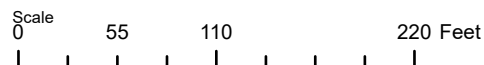


San Francisco Public Utilities Commission  
Real Estate Services

**Exhibit B-1  
Portion of Combined License Area**

SFPUC Property in  
Burlingame, California

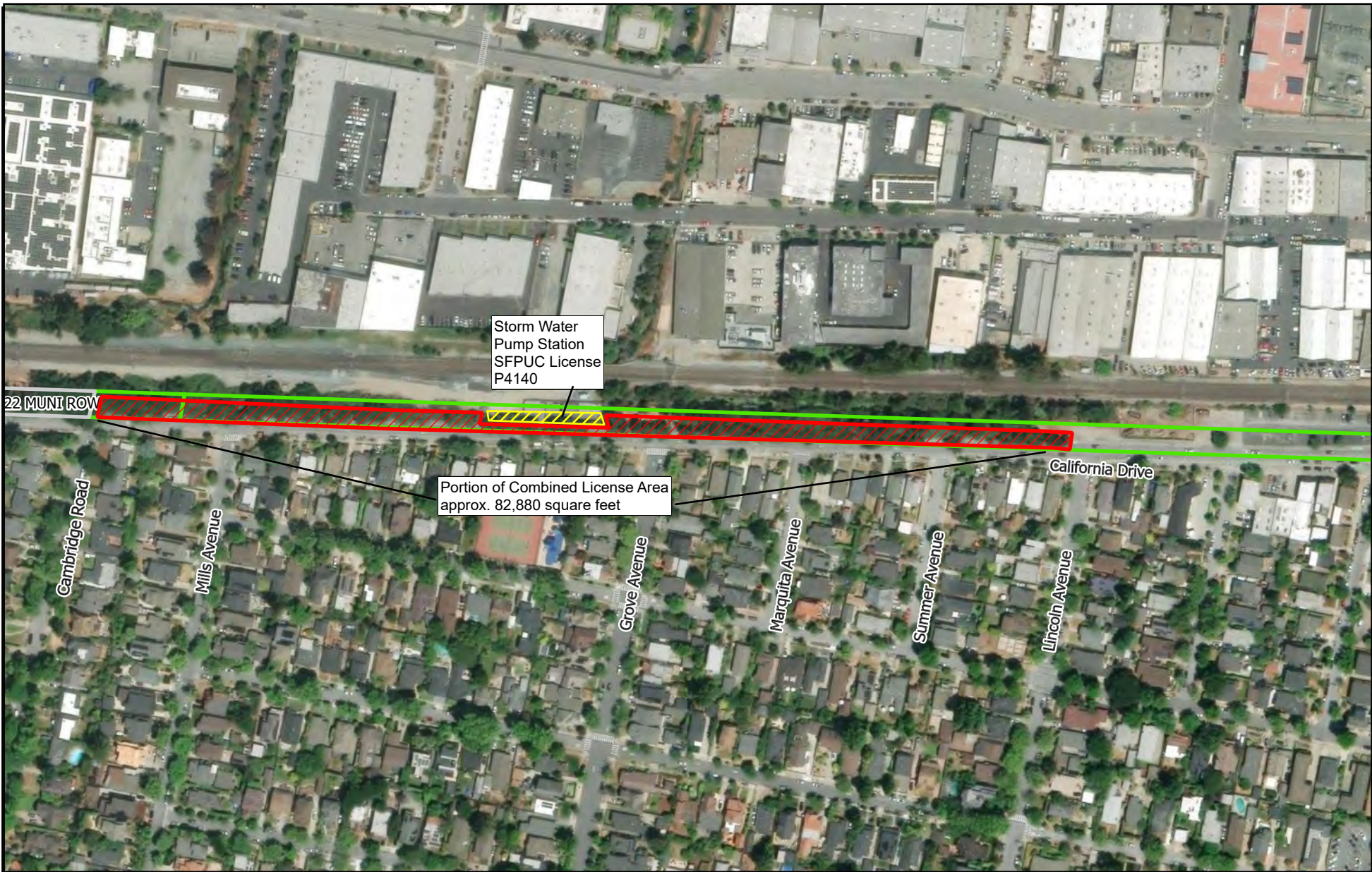
The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.



**EXHIBIT B-2**



**Depiction of Portion of Combined License Area  
between Cambridge Road and Lincoln Avenue**


*[see attached]*



Date: 1/12/2026 Author: HLR

**Legend**

-  Portion of Combined License Area
-  Burlingame Existing Agreement Area

 SFPUC Parcels (Fee Owned)

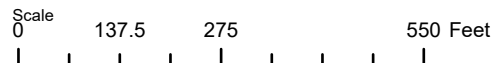


San Francisco Public Utilities Commission  
Real Estate Services

**Exhibit B-2  
Portion of Combined License Area**

SFPUC Property in  
Burlingame, California

The City does not guarantee that the information is accurate or complete. The City is not responsible for any damages arising from the use of data. Users should verify the information before making project commitments.



**EXHIBIT C**

**Deed**

*[see attached]*

D E E D  
 MARKET STREET RAILWAY COMPANY to CITY AND COUNTY OF SAN FRANCISCO  
 Transportation System Properties  
 Dated as of September 29, 1944

D E E D

THIS INDENTURE, made and entered into as of the 29th day of September, 1944, by and between MARKET STREET RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the first party, hereinafter referred to as "Company", and CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation of the State of California, the second party, hereinafter referred to as "City",

WITNESSETH:

That the Company, for and in consideration of the sum of \$7,500,000.00 to be paid to the Company by the City in accordance with the provisions of Section 119.1 of the Charter of City, does hereby grant, bargain, sell, assign, transfer, convey, and set over to the City all of the railroads, trackless trolleys, and bus systems, and the business and good will attached thereto, now owned by the Company for public transportation purposes within the limits of the City and County of San Francisco and the County of San Mateo, State of California, together with all permits, rights, licenses, franchises, grants, privileges, powers, and immunities, also all operative properties, real, personal and mixed, tangible and intangible, of every nature and kind whatsoever and wherever situated, now owned by the Company in conjunction with said transportation system and business (excluding, however, all non-operative lands and personal property owned by the Company which is not hereinafter specifically described or conveyed to the City), all of which said property is hereby conveyed to the City free and clear of all claims, liens and encumbrances; subject, however, to the terms and conditions hereof, also all valid conditions, limitations, reservations, covenants, easements and rights of way which are of record. Included in the properties hereby conveyed to the City are the following particularly described properties, to-wit:

REAL PROPERTY.

SAN FRANCISCO COUNTY LANDS.

All those certain parcels of real property situated in the City and County of San Francisco, State of California, particularly described as follows, to-wit:

Parcel 1. Point Lobos Avenue, Near Forty-eighth Avenue.

A strip of land 30 feet in width, 15 feet on each side of the following described center line:

Beginning at a point on the northerly line of Point Lobos Avenue (formerly Cliff Avenue) distant thereon 73.17 feet westerly from the westerly line of Forty-eighth Avenue; thence north 60° 19' west 99.81 feet; thence along a 1025 foot radius curve tangent to the preceding course, to the right 100.46 feet; thence north 54° 43' west 457.96 feet; thence along an 85 foot radius curve, tangent to the preceding course, to the left 201.77 feet; thence south 10° 41' east 416.72 feet; thence along an 85 foot radius curve, tangent to the preceding course, to the right 105.10 feet; thence south 60° 08' west 27.33 feet; thence along a 300 foot radius curve, tangent to the preceding course, to the right 36.54 feet to the easterly line of the depot lot, hereinafter described as Parcel 21, Sutro Terminal.

Parcel 2. Chenery Street, Near Diamond Street.

Beginning at a point on the westerly line of Carrie Street, distant thereon 154.679 feet northerly from the northerly line of Wilder Street; thence northerly along said line of Carrie Street 17.905 feet; thence deflecting 72° 52' to the left 5.7745 feet; thence deflecting 36° 33' to the left 310.8381 feet to the easterly line of Diamond Street; thence southerly along said line of Diamond Street 36.9292 feet to a point distant thereon 40.20 feet northerly from the northerly line of Wilder Street; thence deflecting 133° 34' 10" to the left 34.497 feet to a point on the easterly line of Lot 1 in Block 2 of Fairmount Extension Homestead, as per official map thereof, distant thereon 63.479 feet northerly from the northerly line of Wilder Street; thence deflecting 24° 09' 10" to the right 291.519 feet to the point of beginning.

Parcel 3. Diamond Street, Near Chenery Street.

Beginning at a point on the southerly line of Wilder Street, distant thereon 24.1525 feet easterly from the easterly line of Lot 3, Block 4, as said lot, block and street are shown on the official map of Fairmount Extension Homestead; thence easterly along said line of Wilder Street produced 20.02 feet; thence deflecting 86° 26' 43" to the right 100.193 feet; thence deflecting 93° 33' 17" to the right 20.02 feet; thence deflecting 86° 26' 43" to the right 100.193 feet to the point of beginning.  
 Being a portion of Block 4, Fairmount Extension Homestead.

Parcel 4. Chenery Street, Near Carrie Street.

Beginning at a point on the easterly line of Carrie Street, distant thereon 155.87 feet northerly from the northerly line of Wilder Street, which said point is 8.41 feet southerly from the northerly corner of Lot 7, Block 3, as said lot and block are shown on the Map of Fairmount Extension Homestead; running thence northerly along the easterly line of Carrie Street 8.41 feet to the northerly corner of said Lot 7; thence deflecting 107° 08' to the right and running southeasterly along the northeasterly line of said Lot 7, 13.06 feet; thence deflecting 142° 47' 07" to the right and running 13.29 feet to the point of beginning.

Being a portion of Lot 7, Block 3, Fairmount Homestead Association.

Parcel 5. Sloat Boulevard, Nineteenth Avenue to Great Highway.

That certain strip of land 35 feet in width extending along Sloat Boulevard from Nineteenth Avenue to the Great Highway marked "Private Railroad Right of Way" as per "Map Showing the Widening and Realignment of Sloat Boulevard between Junipero Serra Boulevard and the Great Highway", recorded June 11, 1933 in Map Book "N" at pages 53, 54 and 55, Official Records of the City and County of San Francisco.

Parcel 22.

Stevenson Street, Near Second Street; Sub-station.  
Beginning at a point on the southeasterly line of Stevenson Street, distant thereon 199 feet northeasterly from the northeasterly line of Second Street; thence northeasterly along said line of Stevenson Street 41 feet; thence at a right angle southeasterly 80 feet; thence at a right angle southwesterly 10 feet; thence at a right angle southeasterly 62 feet to a point on the northwesterly line of Jessie Street; thence southwesterly along said line of Jessie Street 22 feet; thence at a right angle northwesterly 62 feet; thence at a right angle southwesterly 9 feet; thence at a right angle northwesterly 80 feet to the point of beginning.  
Being a portion of 100 Vara Block 346.

Parcel 23.

McAllister Street, Between Central and Masonic Avenues, Car House.  
Beginning at the point of intersection of the northerly line of Fulton Street with the easterly line of Masonic Avenue; thence northerly along said line of Masonic Avenue 175 feet; thence at a right angle easterly parallel with said line of Fulton Street 100 feet; thence at a right angle northerly parallel with said line of Masonic Avenue 100 feet to the southerly line of McAllister Street; thence easterly along said line of McAllister Street 312 feet 6 inches to the westerly line of Central Avenue; thence at a right angle southerly along said line of Central Avenue 137 feet 6 inches; thence at a right angle westerly parallel to said line of McAllister Street 68 feet 9 inches; thence at a right angle southerly parallel to said line of Central Avenue 137 feet 6 inches to the northerly line of Fulton Street; thence westerly along said line of Fulton Street 343 feet 9 inches to the point of beginning.  
Being a portion of Western Addition Block 650.

## SAN MATEO COUNTY LANDS.

All those certain parcels of real property situated in the County of San Mateo, State of California, particularly described as follows, to-wit:  
Holy Cross Cemetery to Baden — Parcels 1, 2, 3, 4 and 5.

Parcel 1.

A strip of land in the Buri-Buri Rancho of a uniform width of 60 feet lying adjacent and parallel to, and on the southwest side of the right of way of the Southern Pacific Railroad Company, and extending from the northwesterly boundary line of the 110 acre tract now or formerly belonging to Elizabeth C. Hamlin, adjacent to the tracks of the Market Street Railway Company in the main county road at Holy Cross crossing, along the said right of way line to the southeasterly boundary line of the said 110 acre tract, which is also the northwesterly boundary line of that 109 acre tract now or formerly belonging to Elizabeth C. Hamlin and Ellen M. Barry, a distance of 656 feet; more or less, and being a part of said 110 acre tract.

Containing 0.903 of an acre.

Parcel 2.

A strip of land in the Buri Buri Rancho, of a uniform width of 60 feet, lying adjacent and parallel to and on the southwest side of the right of way of the Southern Pacific Railroad Company, and extending from the northwesterly boundary line of the land now or formerly belonging to Elizabeth C. Hamlin and Ellen M. Barry, which is also the southeasterly boundary line of the 110 acre tract now or formerly belonging to Elizabeth C. Hamlin, along the said right of way line to the southeasterly boundary line of the said land now or formerly belonging to Elizabeth C. Hamlin and Ellen M. Barry, which is also the northwesterly boundary line of the 108 acre tract now or formerly belonging to Henry Cowell, a distance of 1023 feet, more or less.

Containing 1.41 acres.

Parcel 3.

A strip of land in the Buri Buri Rancho of a uniform width of 60 feet lying adjacent and parallel to and on the southwest side of the right of way of the Southern Pacific Railroad Company, and extending from the northwesterly boundary line of that 108 acre tract now or formerly owned by Henry Cowell, of which the said strip is a part, said boundary line also being the southeasterly boundary line of that 109 acre tract now or formerly belonging to Elizabeth C. Hamlin and Ellen M. Barry, to the southeasterly boundary line thereof, said boundary line also being the northwesterly boundary line of that 47.28 acre tract now or formerly belonging to Henry Miller, a distance of 1735.3 feet, more or less.

Containing 2.39 acres, more or less.

Parcel 4.

A strip of land in the Buri Buri Rancho of a uniform width of 60 feet lying immediately adjacent and parallel to and on the southwest side of the right of way of the Southern Pacific Railroad Company, and extending from the northwesterly boundary line of that certain tract or parcel of land, containing 47.28 acres, allotted to Henry Miller in and by the decree of partition of said Buri Buri Rancho, rendered in Action No. 349 of Ansel I. Easton and D. O. Mills v. Charles Lux, et al, in the Twelfth District Court of the said County of San Mateo, State of California, on the 20th day of May, 1868, and recorded in the office of the Recorder of said San Mateo County in Book 10 of Deeds, at pages 1 et seq., to the southeasterly boundary line of said 47.28 acre tract, a distance of 928.4 feet, more or less.

Containing 1.278 acres.

Parcel 5.

Beginning at the intersection of the northwesterly boundary line of the land now or formerly belonging to John Flournoy, said boundary line also being the southeasterly boundary line of that 47.28 acre tract now or formerly belonging to Henry Miller, with the southwesterly line of the right of way of the Southern Pacific Railroad Company; thence southeasterly along the said right of way line

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westerly boundary line of the land now or formerly belonging to Fannie E. Taylor; thence along said boundary line south 53° 45' west 50 feet, more or less; thence at a right angle north 39° 15' west 955.50 feet, more or less, to the said line between the land now or formerly belonging to Custodia Silva and the land now or formerly belonging to Robert L. Coleman; thence at a right angle along said line 50 feet, more or less, to the point of beginning.  
Containing 1.096 acres.

- Parcel 21. At or near Millbrae, beginning on the northerly line of the land now or formerly belonging to Fannie E. Taylor, which boundary line is also the southerly boundary line of the land now or formerly belonging to Custodia Silva, at its intersection with the southwesterly line of the right of way of the Southern Pacific Railroad Company; thence along said line of right of way south 39° 15' east 1545 feet, more or less, to the southerly boundary line of the land now or formerly belonging to Fannie E. Taylor, which boundary line is also the northerly boundary line of Millbrae Villa Tract; thence along said line south 53° 45' west 50 feet; thence parallel to and 50 feet distant from the southwesterly line of the right of way of the Southern Pacific Railroad Company north 39° 15' west 1545 feet, more or less, to the said southerly line of the land now or formerly belonging to Custodia Silva; thence along said line north 53° 45' east 50 feet to the point of beginning.  
Containing 1.888 acres.

Millbrae Avenue to Burlingame Avenue—Parcels 22, 23 and 24.

- Parcel 22. Beginning on the northerly line of the land now or formerly belonging to the Mills Estate, Incorporated, and being a portion of the Buri Buri Rancho, which line is also the southerly boundary line of the Millbrae Villa Tract, at a point distant south 53° 45' west 50.93 feet from the southwesterly line of the Southern Pacific Railroad Company's right of way, thence as follows:

south 18° 53' east 74.98 feet; south 39° 15' east 322.26 feet; south 54° 25' east 216.29 feet; south 44° 56' east 208.97 feet; south 39° 15' east 90 feet; south 39° 53' east 60.52 feet; south 41° 30' east 100.87 feet; south 43° 30' east 100.87 feet; south 45° 30' east 100.87 feet; south 47° 30' east 100.87 feet; south 49° 30' east 100.87 feet; south 51° 30' east 100.87 feet; south 53° 30' east 100.87 feet; south 55° 30' east 100.87 feet; south 57° 30' east 100.87 feet; south 59° 30' east 100.87 feet; south 61° 30' east 100.87 feet; south 62° 30' east 1370 feet; south 27° 30' west 25 feet; south 62° 30' east 1836.7 feet; south 36° 45' west 50.66 feet; north 62° 30' west 184.0 feet; north 59° 55' west 1002 feet; north 62° 30' west 357.5 feet; north 61° 30' west 101.92 feet; north 59° 30' west 101.92 feet; north 57° 30' west 101.92 feet; north 55° 30' west 101.92 feet; north 53° 30' west 101.92 feet; north 51° 30' west 101.92 feet; north 49° 30' west 101.92 feet; north 47° 30' west 101.92 feet; north 45° 30' west 101.92 feet; north 43° 30' west 101.92 feet; north 41° 30' west 101.92 feet; north 39° 53' west 61.15 feet; north 39° 15' west 88.5 feet; north 44° 56' west 205 feet; north 54° 25' west 217.8 feet; north 39° 15' west 399.41 feet; north 53° 45' east 56.1 feet to the point of beginning.

Containing 5 acres, more or less.

- Parcel 23. In the San Mateo and Buri Buri Ranches, beginning at a point on the southerly boundary line of the land now or formerly belonging to Ansel M. Easton, known as the "Black Hawk Ranch", distant south 55° 15' west 62.15 feet from its intersection with the southwesterly line of the right of way of the Southern Pacific Railroad Company; thence parallel to said line of right of way north 62° 30' west 26.2 feet to a stake; thence north 60° 47' west 1000.45 feet to a stake distant 25 feet at right angles from said line of right of way; thence parallel to said line of right of way north 62° 30' west 3960 feet to the northerly boundary line of the lands now or formerly belonging to Adeline M. Easton, which boundary line is also the southerly boundary line of the land formerly known as the D. O. Mills' "Millbrae Farm"; thence along said boundary line south 36° 45' west 50.60 feet to a stake distant 75 feet at right angles from said line of right of way; thence south 62° 30' east 3968 feet to a stake; thence south 60° 47' east 1000.45 feet to a point on the southerly boundary line of said lands formerly belonging to Ansel M. Easton distant 105 feet at right angles from said line of right of way; thence along said southerly boundary line north 55° 15' east 56.49 feet to the point of beginning.  
Containing 5.712 acres.

- Parcel 24. A part of the Corbitt Ranch, beginning at a point on the boundary or dividing line between the Corbitt Ranch, being the land granted to said William Corbitt by William Sharon, and the lands now or formerly belonging to Ansel M. Easton, which point bears south 55° 15' west 56.40 feet from the intersection of said line with the southwesterly line of the right of way of the Southern Pacific Railroad Company; thence parallel to and distant 50 feet from said right of way line south 62° 30' east 3452.08 feet, more or less, to a fence at Burlingame Station; thence south 41° 30' east 185 feet to the southerly boundary line of the said Corbitt Ranch, which boundary line is also the northerly boundary line of the land now or formerly belonging to William H. Howard; thence south 48° 30' west 53.54 feet along said boundary line; thence north 41° 30' west 185 feet; thence parallel to and distant 100 feet from said

right of way line north 62° 30' west 3459.15 feet, more or less, to the boundary line between said Corbitt Reach and said lands now or formerly belonging to Ansel M. Easton; thence along said boundary line north 55° 15' east 56.40 feet to the point of beginning. Containing 4.20 acres.

Parcel 25. Millbrae Substation. Beginning at the point of intersection of the northerly line of Millbrae Avenue with the easterly line of Hemlock Avenue; thence running northerly on the easterly line of Hemlock Avenue 190.31 feet to Linden Avenue; thence easterly on the southerly line of Linden Avenue 168 feet to the westerly line of Railroad Avenue; thence southerly on the westerly line of Railroad Avenue 190.31 feet to Millbrae Avenue; thence westerly on the northerly line of Millbrae Avenue 168 feet to Hemlock Avenue and the point of beginning. Being Lots 1, 2, 3, 4, 5, 6, 7 and 8, in Block 5, of the "Millbrae Villa Tract", as designated on a certain map entitled "Map of Millbrae Villa Tract", which map was filed in the office of the County Recorder of San Mateo County on the 5th day of April, A. D. 1889.

Parcel 26. North of Millbrae Pump Station. All right, title and interest of the Company in and to that certain 0.18 acre tract of land described as San Mateo County Parcel 27 in deed from Spring Valley Water Company to the City, dated March 3, 1930, recorded March 3, 1930, in Volume 491, page 1, Official Records of San Mateo County; being that certain real property conveyed by the United Railroads of San Francisco to Spring Valley Water Company by deed dated September 21, 1909, recorded October 5, 1909, in Volume 73 of Deeds, page 113, San Mateo County Records.

Parcel 27. South San Francisco Junction, Near Liepzig Lane and Grand Avenue. All right, title and interest of the Company in and to that certain 0.156 acre tract of land described as an exception to San Mateo County Parcel 20 in deed from Spring Valley Water Company to the City, dated March 3, 1930, recorded March 3, 1930, in Volume 491, page 1, Official Records of San Mateo County; being that certain real property conveyed by the Spring Valley Water Company to South San Francisco Railroad and Power Company by deed dated November 30, 1923, recorded December 10, 1923, in Volume 95, page 329, Official Records of San Mateo County.

PROPERTIES AND RIGHTS INCIDENT TO OPERATIVE PROPERTY.

There is also hereby granted and conveyed to the City all of the right, title and interest of the Company in and to the power houses, substations, car houses, stations, platforms, switch towers, signal towers, pipes, conduits, poles, wires, tracks, personal properties, privileges, contracts, agreements and covenants, buildings, structures, machinery, equipment, fixtures and appurtenances of every kind and nature whatsoever, attached to or situate upon the said parcels of real property located in the City and County of San Francisco and the County of San Mateo, together with such improvements and other property located in public thoroughfares, or elsewhere, except on non-operative land being retained by the Company.

EASEMENTS.

All easements or rights of way of every nature or character, from whomsoever acquired or from whatever source obtained, now owned by the Company and acquired for or used in connection with or as incident or appurtenant to, any of the properties herein described, including, but not limiting the same to, the following property situated in the County of San Mateo, State of California:

An easement and right of way for a double track of street railroad of standard gauge, over, across and upon that certain strip of land situated in the Town of Burlingame, and particularly described as follows, to wit:

Beginning at the northerly boundary line of the lands now or formerly belonging to William H. Howard, near Burlingame Station, where the right of way of the railway, of which the easement hereby granted shall be a part, intersects said boundary line; thence in a southerly direction over, across, and upon the said lands where Highland Avenue, if extended, would traverse said lands; thence southerly along Highland Avenue in the center thereof to its intersection with the San Mateo Drive; and thence along San Mateo Drive in the center thereof to Peninsular Avenue, which is the southerly boundary line of the said lands now or formerly belonging to William H. Howard.

FRANCHISES

All those certain franchises, operating permits, rights and privileges of the Company to construct, lay down, operate and maintain street railroads, trackless trolley or bus lines over, along and upon the streets, avenues, roads and highways therein named, in the City and County of San Francisco, the County of San Mateo, and the City of San Mateo, State of California, which were granted to and conferred upon certain grantees named therein, their successors and assigns, by said political subdivisions, including, but not limiting the same to, the franchises granted by the following ordinances of the Board of Supervisors of the County of San Mateo and the Board of Trustees or City Council of the City of San Mateo:

Ordinance No.	San Mateo County	Dated
81		October 6, 1890
90		June 10, 1891
172		April 1, 1901
180		January 20, 1902
227		September 8, 1908
257		December 15, 1913

MAPS AND RECORDS.

All maps, drawings, plats, engineering records, and other records pertaining to the operative properties, except those required by the law and claims departments.

EXCEPTIONS AND TAXES.

There is expressly excepted from this conveyance and reserved to the Company all cash, moneys on deposit, bank accounts, bonds, securities or other evidence of indebtedness, stocks, accounts receivable, choses in action, general books of account and the corporate records of the Company, as well as all non-operative property of Company. This conveyance is made subject to the lien of taxes on the property herein conveyed for the fiscal year ending June 30, 1945, which taxes shall be prorated between the parties hereto as of the date of delivery of this instrument. All other taxes which are or may be assessed against the Company shall be paid by the Company.

Provided, however, that the properties described herein are not a limitation upon the properties and items included in the designation of operative properties of the Market Street Railway Company, but the same shall include all of the operative properties now owned by the Market Street Railway Company.

IN WITNESS WHEREOF the party of the first part has caused these presents to be duly executed in duplicate by its proper officers, first thereunto duly authorized by resolution of its Board of Directors, a copy of which is hereunto annexed, the day and year first above written.

( CORP.SEAL ) MARKET STREET RAILWAY COMPANY (a corporation),
Approved as to Form: By Samuel Kahn President
Cyril Appel General Counsel, By James J. Adams Secretary
Market Street Railway Company
Jno J O'Toole City Attorney, of the
City and County of San Francisco.

State of California,
City and County of On this 28th day of September, 1944, before me, Ed R. Abbott,
San Francisco. — ss. Notary Public in and for the City and County of San Francisco,

State of California, residing therein, duly commissioned and sworn, personally appeared
SAMUEL KAHN and JAMES J. ADAMS, known to me to be the President and Secretary, respectively,
of MARKET STREET RAILWAY COMPANY, the Corporation which executed the annexed and foregoing in-
strument and known to me to be the persons who executed the foregoing instrument on behalf of
said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.

(ED R ABBOTT, NOTARY PUBLIC) Ed. R. Abbott. Notary Public, in and for the City and
( S E A L ) County of San Francisco, State of California.
My Commission expires May 31, 1948.

RESOLUTION OF MARKET STREET RAILWAY COMPANY BOARD OF DIRECTORS.

SALE OF OPERATIVE PROPERTIES TO CITY AND COUNTY OF SAN FRANCISCO. On motion of
Director McCarthy, duly seconded by Director Ehrman, the following resolution was unanimously
adopted:

WHEREAS, pursuant to the provisions of Section 119.1 of the Charter of the City and County
of San Francisco, the City and County of San Francisco is authorized to extend the existing
San Francisco Municipal Railway by the acquisition of the operative properties of the Market
Street Railway Company and to purchase and acquire said operative properties as therein pro-
vided; and

WHEREAS, the Board of Directors considers that it is for and in the best interests of the
Market Street Railway Company and its stockholders that its operative properties be sold to the
City and County of San Francisco for the sum of \$7,500,000, payable as provided in said Sec-
tion 119.1 of the Charter of the City and County of San Francisco;

NOW, THEREFORE, IT IS RESOLVED: That subject to approval and consent by a vote of the
stockholders of the Market Street Railway Company entitled to exercise a majority of the vot-
ing power of the Company, the Board of Directors does hereby authorize the sale of the opera-
tive properties of the Market Street Railway Company to the City and County of San Francisco
pursuant to and in the manner set forth in Section 119.1 of the Charter of the City and County
of San Francisco for the sum of \$7,500,000, payable as provided in said Section 119.1 of the
Charter of the City and County of San Francisco;

IT IS FURTHER RESOLVED: That, whenever the stockholders of the Market Street Railway Com-
pany approve and consent to said sale of said operative properties, pursuant to and in the
manner set forth in said Section 119.1 of the Charter of the City and County of San Francisco
for the sum of \$7,500,000, payable as therein provided, the President and Secretary of the
Company are authorized, empowered and directed to execute, in the name and on behalf of the
Market Street Railway Company and under its corporate seal, and deliver any and all agreements,
contracts, deeds, bills of sale, assignments, transfers, instruments of conveyance, writings and
documents necessary to consummate the sale of said operative properties of the Market Street
Railway Company to the City and County of San Francisco pursuant to the provisions of said
Section 119.1 of the Charter of the City and County of San Francisco.

I, JAMES J. ADAMS, Secretary of the MARKET STREET RAILWAY COMPANY, hereby certify the above
and foregoing to be a full, true and correct copy of a resolution adopted by the Board of
Directors of said Corporation at a regular meeting thereof held on July 27, 1944; that there
was then and there present and voted thereon a quorum of said Board of Directors; and that
said resolution is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation
this 20th day of September, 1944. ( CORP.SEAL ) James J. Adams Secretary.

RESOLUTION OF MARKET STREET RAILWAY COMPANY STOCKHOLDERS.

SALE OF OPERATIVE PROPERTIES TO CITY AND COUNTY OF SAN FRANCISCO. On motion of Stockholder

Appel, duly seconded by Stockholder Fay, the following resolution was adopted:

WHEREAS, on the 27th day of July, 1944, the Board of Directors of the Market Street Railway Company unanimously adopted a resolution authorizing the sale of the operative properties of the Market Street Railway Company to the City and County of San Francisco pursuant to and in the manner set forth in Section 119.1 of the Charter of the City and County of San Francisco for the sum of \$7,500,000, payable as provided in said Section 119.1 of said Charter, which resolution is as follows:

"SALE OF OPERATIVE PROPERTIES TO CITY AND COUNTY OF SAN FRANCISCO. On motion of Director McCarthy, duly seconded by Director Ehrman, the following resolution was unanimously adopted:

WHEREAS, pursuant to the provisions of Section 119.1 of the Charter of the City and County of San Francisco, the City and County of San Francisco is authorized to extend the existing San Francisco Municipal Railway by the acquisition of the operative properties of the Market Street Railway Company and to purchase and acquire said operative properties as therein provided; and

"WHEREAS, the Board of Directors considers that it is for and in the best interests of the Market Street Railway Company and its stockholders that its operative properties be sold to the City and County of San Francisco for the sum of \$7,500,000, payable as provided in said Section 119.1 of the Charter of the City and County of San Francisco;

"NOW, THEREFORE, IT IS RESOLVED: That subject to approval and consent by a vote of the stockholders of the Market Street Railway Company entitled to exercise a majority of the voting power of the Company, the Board of Directors does hereby authorize the sale of the operative properties of the Market Street Railway Company to the City and County of San Francisco pursuant to and in the manner set forth in Section 119.1 of the Charter of the City and County of San Francisco for the sum of \$7,500,000, payable as provided in said Section 119.1 of the Charter of the City and County of San Francisco;

"IT IS FURTHER RESOLVED: That, whenever the stockholders of the Market Street Railway Company approve and consent to said sale of said operative properties, pursuant to and in the manner set forth in said Section 119.1 of the Charter of the City and County of San Francisco for the sum of \$7,500,000, payable as therein provided, the President and Secretary of the Company are authorized, empowered and directed to execute, in the name and on behalf of the Market Street Railway Company and under its corporate seal, and deliver any and all agreements, contracts, deeds, bills of sale, assignments, transfers, instruments of conveyance, writings and documents necessary to consummate the sale of said operative properties of the Market Street Railway Company to the City and County of San Francisco pursuant to the provisions of said Section 119.1 of the Charter of the City and County of San Francisco."

NOW, THEREFORE, IT IS RESOLVED: That the stockholders of the Market Street Railway Company hereby approve and consent to the sale of the operative properties of Market Street Railway Company to the City and County of San Francisco for the sum of \$7,500,000, to be paid as provided in Section 119.1 of the Charter of the City and County of San Francisco.

The vote approving and consenting to said sale of the operative properties of the Market Street Railway Company was as follows:

	Prior Preference	Preferred	Second Preferred	Common	Total
Appel, Cyril				1	1
Adams, James J.				2	2
Boggs, M. H. B.	15	1	3	6	25
Ehrman, Albert L.				1	1
Fay, Philip J.				1	1
Kahn, Samuel				3	3
Newton, L. V.				1	1
Stock represented by proxies in writing given to Harry S. Scott, Philip J. Fay and Albert L. Ehrman	79,227	43,666	31,809	77,797	232,499
Total Stock Represented	79,242	43,667	31,812	77,812	232,533

The vote against the sale of the operative properties of the Market Street Railway Company was as follows:

	Prior Preference	Preferred	Second Preferred	Common	Total
Singer, W. D.		50	220	1,110	1,380
Stock represented by proxies in writing given to Harry S. Scott, Philip J. Fay and Albert L. Ehrman	886	1,438	318	845	3,487
Total Stock Represented	886	1,488	538	1,955	4,867

All of the foregoing proxies were filed with the Secretary and examined and approved by the Committee on Proxies prior to the meeting.

I, JAMES J. ADAMS, Secretary of the Market Street Railway Company, a California corporation, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the stockholders of said corporation at a special meeting thereof held on August 3, 1944; that there was then and there present and voted thereon a quorum of said stockholders; at said time there was issued and outstanding a total of 319,170 shares of the capital stock of said corporation, each share having the same voting power and entitled to one (1) vote; 237,400 of said shares were represented in person or by proxy at said meeting; said resolution is now and ever since said August 3, 1944, has been in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 20th day of September, 1944.

( CORP. SEAL )

James J. Adams

Secretary.



**EXHIBIT D**

**Approved Plans and Specifications**

*[see attached]*

**EXHIBIT E**

**Project Review Certificate**

*[see attached]*



# Hetch Hetchy Regional Water System

Services of the San Francisco Public Utilities Commission

Natural Resources and Lands Management Division

## PROJECT REVIEW CERTIFICATE

Project Name: California Drive Bicycle & Pedestrian Path – Burlingame	
Project Case No: 23.05-RW52.01	Project Contact Information: <i>Name:</i> Andrew Yang <i>Agency/Company:</i> City of Burlingame <i>Telephone No:</i> (650) 558- 7271 <i>Email:</i> <a href="mailto:ayang@burlingame.org">ayang@burlingame.org</a>
Project Review Meeting Date: 10/16/2024	
Project Location: 300-600 California Drive Burlingame, CA 94010	
Project Description (Abbreviated; for a full description, please see case file):  The City of Burlingame (project sponsor) proposes construction of a 0.4-mile Class 1 shared-use bicycle and pedestrian path along California Drive, between Oak Grove Avenue and North Lane. A portion of California Drive travels within the SFPUC Right-of-Way (ROW) near Oak Grove Avenue. The project aims to improve bicycle and pedestrian safety along a high-speed corridor connecting downtown districts and communities and aligns with the Burlingame’s General Plan and Bike and Pedestrian Master Plan. Andrew Yang, Senior Engineer with the City of Burlingame, explained that the project scope includes reconfiguration of the existing parking lot, reduction of parking by approximately 20 spots, and vegetation management. Sidewalks will be widened to connect with a previous roundabout project. The project is currently in the early conceptual design phase.	

### Requirements for Project Implementation:

#### *Project Review Requirements*

##### *Natural Resources and Lands Management Division (NRLMD)*

- 1) The project sponsor will submit landscaping plans to the SFPUC ROW Manager for review and approval. The landscape plan cannot have any trees on SFPUC property and can only have low vegetation that complies with the SFPUC Vegetation Management Policy (contact Emily Read, ROW Manager, at [eread@sfgwater.org](mailto:eread@sfgwater.org), (650) 652-3204).
- 2) The proposed sponsor will need approval from the SFPUC ROW Manager on any proposed staging on SFPUC property (contact Emily Read, ROW Manager, at [eread@sfgwater.org](mailto:eread@sfgwater.org), (650) 652-3204).

##### *Real Estate Services (RES)*

- 3) The project sponsor will need a new revocable license with associated fees for the proposed project on SFPUC property. The revocable license will include the parking lot improvements, maintenance yard, and new landscaping. In addition, the project sponsor team will coordinate with RES on any new design updates (for more information, contact Heather Rodgers, Senior Administrative Analyst, at [herodgers@sfgwater.org](mailto:herodgers@sfgwater.org)).
- 4) The project sponsor team will forward RES the revenue tracking data from the past year on the leased parking lot and a copy of the project grant to review with the SFPUC Real Estate Director. Upon review of the documents, RES will provide project feedback to the project sponsor (for more information, contact Heather Rodgers, Senior Administrative Analyst, at [herodgers@sfgwater.org](mailto:herodgers@sfgwater.org)).

- 5) The project sponsor team will forward their CEQA documents to RES (for more information, contact Heather Rodgers, Senior Administrative Analyst, at [herodgers@sfgwater.org](mailto:herodgers@sfgwater.org)).

*Pre-Project Notifications*

- 6) The project sponsor and/or its contractor will notify the SFPUC WSTD Construction Inspector at least 5 business days prior to commencing work near or over SFPUC pipelines (contact Albert Hao, Assistant Construction Inspector, at [ahao@sfgwater.org](mailto:ahao@sfgwater.org) or (650) 871-3015).
- 7) The SFPUC ROW Manager will determine whether it is necessary for the project sponsor and its contractor to obtain an approved SFPUC-NRLMD Access Permit (and keys if needed) 30 days prior to entering the SFPUC property to perform work (contact Emily Read, ROW Manager, at [eread@sfgwater.org](mailto:eread@sfgwater.org) and Gloria Ng, NRLMD Secretary, at [gng@sfgwater.org](mailto:gng@sfgwater.org) or (650) 652-3209).

*Post-Project Notifications*


- 8) The project sponsor and/or its contractors will ensure that all debris is removed from SFPUC property and disposed of properly and legally (contact Emily Read, ROW Manager, at [eread@sfgwater.org](mailto:eread@sfgwater.org)).

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- *This certificate is only valid for the scope of work described above.*
  - *If the project description and/or construction period changes, please contact Casey J. Rando, Senior Environmental Compliance Planner at [crando@sfgwater.org](mailto:crando@sfgwater.org), 415-310-3206.*
  - *Additional review may be required if there are project or schedule changes.*
  - *If you are applying for an Access Permit, please submit a copy of this certificate with your application.*
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**Findings:**

- 1) The Project is located on SFPUC Right-of-Way (ROW) and conforms to applicable SFPUC policies, including the Peninsula Watershed Management Plan and the SFPUC Stewardship Policy.
- 2) This project has been determined to be Categorical Exempt from California Environmental Quality Act (CEQA).
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***This is to certify that the above-referenced project has been reviewed by the Natural Resources and Lands Management Division for compliance with SFPUC policies pertaining to its watershed and ROW lands.***

<p>12/12/2024</p> <hr/> <p>Issuance Date</p>	 <hr/> <p>Authorized Signature Elton Wu Environmental Compliance Planner</p>
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## **Project Location Map**

**Project Name:** California Drive Bicycle & Pedestrian Path – Burlingame

**Project Case No:** 23.05-RW52.01

**Project Location:** 300-600 California Drive, Burlingame, CA 94010

*See attached plans*

