

**PREPARED BY AND
WHEN RECORDED RETURN TO:**

Cormorant Energy Storage, LLC
c/o Arevon Energy
8800 N. Gainey Center Dr., Suite 100
Scottsdale, AZ 85258
Attn: Asset Management

APN:

(SPACE ABOVE FOR RECORDER'S USE)

THE UNDERSIGNED DECLARES
DOCUMENTARY TRANSFER TAX is \$ _____,
computed on the full value of the interest or property conveyed.

AGREEMENT FOR GRANT OF EASEMENT

This AGREEMENT FOR GRANT OF EASEMENT (this "**Agreement**") is made as of _____, 2025_ (the "**Effective Date**") by and between the Housing Development Finance Agency of the City of Daly City ("**Grantor**"), and Syufy Enterprises, a California limited partnership (together with its transferees, successors, and assigns, collectively "**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Grantor is the Housing Successor to the former Daly City Redevelopment Agency and retained all rights and responsibilities pursuant to California Health and Safety Code section 34176 relating to that certain real property located in the City of Daly City, County of San Mateo, California and more particularly described on Exhibit A attached hereto and incorporated herein (the "**Grantor Property**").

B. Grantor is subject to compliance with California Health and Safety Code section 34176.1 with respect to the use of the Grantor Property as a housing asset of the former Daly City Redevelopment Agency.

C. Grantee is the owner of that certain real property located in the City of Daly City, County of San Mateo, California and more particularly described on Exhibit B attached hereto and incorporated herein (the "**Grantee Property**").

D. Grantor desires to convey a non-exclusive Easement to Grantee over a portion of the Grantor Property near the Grantor Property perimeter where it will not interfere with future housing development, will create a utility easement corridor useful to Grantee and potential future housing development, and generate proceeds from the sale of the Easement that shall be used for housing purposes, all under such terms and conditions as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

AGREEMENTS

1. **Grant of Easement.** Grantor hereby grants to Grantee the following perpetual, non-exclusive easement (“**Easement**”) on, over, under, and across the Grantor Property in the area described on Exhibit C-1 and depicted on Exhibit C-2, both attached hereto and incorporated herein (the “**Easement Area**”):

(a) **Facilities Easement.** Grantee shall have a non-exclusive easement for constructing, erecting, installing, use, replacing, relocating, reconstructing, removing from time-to-time, monitoring, improving, maintaining, repairing, and operating, as applicable, including such any such rights of access and temporary use for construction, maintenance and related staging, (i) underground electrical distribution and transmission facilities, including without limitation all appropriate surface facilities, appliances and fixtures for use in connection with said facilities; and (ii) other underground utilities to serve the Grantee Property, including without limitation all appropriate surface facilities, appliances and fixtures for use in connection with said facilities (the “**Facilities Easement**”).

(b) All improvements installed by Grantee pursuant to Section 2(a) shall be collectively referred to herein as the “**Grantee Improvements**”.

2. **Revenue Payment; Exclusive Use of Revenue.** In accordance with the Grantee’s appraisal, Grantee shall remit (or cause to be remitted) fair market value (“**FMV**”) of \$_____, within ten (10) business days of the Effective Date of the Easement and completion of an appraisal establishing the FMV of the Easement. Grantor shall use revenues from the sale of the Easement exclusively for housing purposes in compliance with California Health and Safety Code section 34176.1.

3. **No Interference.** Grantee shall have the right to quietly and peaceably hold, possess, and enjoy the Easement in perpetuity. Without limiting the generality of the foregoing, Grantor shall not, nor affirmatively permit any other party to, unreasonably interfere with Grantee’s access to or use of the Easement Area, create any unsafe condition with respect to the Easement Area or the Grantee Improvements, or disrupt in any manner the use of the Grantee Improvements by Grantee. Nothing herein shall preclude Grantor from complying with its obligations relating to the use of the Grantor Property pursuant to California Health and Safety Code section 34176.1, provided that in the event performance of any such obligation(s) interferes with the Facilities Easement or Grantee Improvements the Parties shall cooperate in good faith to amend this Agreement and Easement to accommodate continued use of the Grantee Improvements.

4. **Assignment.** Grantee shall have the right to assign or otherwise transfer all or any portion of Grantee’s rights and/or interest in the Easement and this Agreement, whether by assignment, lease, sublease, sub-easement, license, or any other means or manner whatsoever to any other party (an “**Assignee**”) without the prior consent of Grantor.

5. **Title to Grantee Improvements.** Grantee (or any Assignee) shall at all times retain title to the Grantee Improvements and shall have the right to remove them (or to allow them to be removed by an authorized third party) from the Easement Area at any time. Grantor shall have no ownership, lien, security or other interest in or to any Grantee Improvements.

6. **Right to Mortgage; Mortgagee Protection.** Grantee (or any Assignee) shall have the right to mortgage, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement, the Easement Area, and/or the Grantee Improvements to any party providing financing in connection with the Grantee Improvements (a “**Mortgagee**”) without the prior consent of Grantor. Grantee shall give Grantor notice information as to any Mortgagee, and thereafter, Grantor shall deliver any notice required or permitted by this Agreement at the same time it delivers any such notice to Grantee. Each Mortgagee shall have the right, but not the obligation, to substitute itself for

Grantee and perform the duties of Grantee hereunder. Upon request, Grantor shall, within twenty (20) days after written request by Grantee or any Mortgagee, execute and deliver to Grantee or any Mortgagee, a reasonable consent or agreement with such Mortgagee regarding such Mortgagee's rights with respect to this Agreement.

7. **Indemnity.** To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from any and all obligations, liability, liens, claims, demands, loss, damage, costs (including reasonable attorneys' fees), or causes of action (collectively, "**Claims**") suffered or sustained by reason of any injury or damage to any person or property caused by (a) the use of Grantee Improvements or the Easement Area by Grantee, or (b) the presence of the Grantee Improvements within the Easement Area; provided, however, that Grantee's indemnification obligations in this Section 6 shall not include any Claims to the extent caused by Grantor's gross negligence or willful misconduct.

8. **Miscellaneous.**

(a) **Recitals; Exhibits.** The foregoing recitals and the Exhibits referred to in and attached to this Agreement are incorporated in and made a part of this Agreement.

(b) **Authority.** Grantor represents, warrants, and covenants to Grantee that Grantor is the owner of the Grantor Property, including but not limited to the Easement Area, and that Grantor has a right to enter into this Agreement and convey the Easement granted in this Agreement.

(c) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon Grantor and Grantee and, to the extent provided in any assignment or other transfer under Section 4, any Assignee, and their respective transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Grantor Property. References to Grantee in this Agreement shall be deemed to include Assignees that hold a direct or indirect ownership interest in the Easement or this Agreement.

(d) **Recording of Agreement.** Grantee shall cause the recordation of a duplicate original of this Agreement in the Official Records of the County of San Mateo, California promptly after execution of this Agreement. Grantor hereby consents to the recordation of the interest of an Assignee in the Easement or this Agreement.

(e) **Notices.** All notices or other communications required or permitted by this Agreement, shall be in writing and shall be deemed given (a) when delivered, if personally delivered to the recipient; (b) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (c) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid, and return receipt requested, addressed to the Parties as follows:

If to Grantor:
Housing Development Finance Agency of the
City of Daly City
[]

If to Grantee:
Syufy Enterprises
[]

With Copy to:
Cormorant Energy Storage, LLC
c/o Arevon Energy
8800 N. Gainey Center Dr., Suite 100
Scottsdale, AZ 85258
Attn: Asset Management

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Party in the manner provided in this Section.

(f) Entire Agreement. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the Parties, with respect to the subject matter of this Agreement.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

(h) Headings; Severability. The section captions or headings in this Agreement are intended for convenience of reference only, and may not be used to limit, expand, or otherwise interpret any provision hereof. If it is found that any provision of this Agreement is invalid, void, or unenforceable, that finding will not affect any other provisions of this Agreement, which other provisions will be severable from any invalid, void, or unenforceable provision.

(i) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. For recording purposes, separate signature and acknowledgement pages signed and acknowledged by the Parties may be affixed to a single counterpart hereof, and such counterpart and such signature and acknowledgement pages will be deemed a true and correct record hereof when recorded in the Records Office.

(Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has executed and delivered this Agreement as of the Effective Date.

GRANTOR:

Housing Development Finance Agency of the
City of Daly City, as the Housing Successor to the
former Daly City Redevelopment Agency

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

IN WITNESS WHEREOF, Grantee has executed and delivered this Agreement as of the Effective Date.

GRANTEE:

Syufy Enterprises, a California limited partnership

By: _____
Name: _____
Title: Authorized Signatory

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Exhibit A

Legal Description of Grantor Property

[To be added]

Exhibit B

Legal Description of Grantee Property

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF DALY CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS DISTANT 260 FEET AT A RIGHT ANGLE EASTERLY FROM THE SOUTHEASTERLY LINE OF CARTER STREET, AND 1,275 FEET AT A RIGHT ANGLE SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF GENEVA AVENUE FORMERLY (WALBRIDGE STREET), RUNNING THENCE SOUTHEASTERLY AND PARALLEL WITH THE SAID LINE OF GENEVA AVENUE 720 FEET, THENCE AT A RIGHT ANGLE NORTHEASTERLY AND PARALLEL WITH SAID LINE OF CARTER STREET 675 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND PARALLEL WITH SAID LINE OF GENEVA AVENUE 720 FEET AND THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND PARALLEL WITH SAID LINE OF CARTER STREET 675 FEET TO THE POINT OF BEGINNING.

Exhibit C-1

Legal Description of Easement Area

[To be added]

Exhibit C-2

Depiction of Easement Area

(See Attached)