

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Government Code 6103: Exempt from Recording Fee

City Clerk
City of San Mateo
330 West 20th Avenue
San Mateo, CA 94403

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (THIS "Agreement") is made and entered into this _____ day of _____, 20__, by and between the City of San Mateo, a municipal corporation of California ("City"), and 303 Baldwin LP, a California limited partnership ("Subdivider").

RECITALS

- A. Mark Tragoutsis and Ekaternin Tragoutsis, Trustees under Tragoutsis Trust Agreement dated June 11, 1997 ("Mark's Trust"), and Michael Tragoutsis and Mary Tragoutsis, Trustees under Tragoutsis Trust Agreement dated June 26, 1997 ("Michael's Trust;" and together with Mark's Trust, collectively "Owners"), are the fee title owners of that certain tract of land, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, located at 303 Baldwin Avenue in the City of San Mateo, County of San Mateo, State of California (the "Project Site"), and Owners have ground leased the Project Site to Subdivider pursuant to a ground lease between Owner and Developer (the "Ground Lease").
- B. Subdivider's application for a vesting tentative map was approved by the San Mateo Planning Commission on January 8, 2019 (the "Vesting Tentative Tract Map"), subject to various conditions (the "Conditions of Approval").
- C. Subdivider has presented to City for approval a final subdivision map, dated December 2020 ("Map"), incorporated herein by reference.
- D. Subdivider has requested approval of the Map prior to the completion of improvements.
- E. The Map designates pedestrian access easements for the City, and Subdivider proposes to dedicate such easements to the City.
- F. As a condition precedent to accepting this offer of dedication by Subdivider, City requires various off-site sidewalk improvements and off-site landscape improvements as described below.
- G. City desires that Subdivider post security to ensure the construction of the offsite improvements that are required under Subdivider's Conditions of Approval, as more specifically described below.

H. City desires to assure that the improvements will be done in a good and workmanlike manner, in accordance with the Conditions of Approval for the Vesting Tentative Tract Map, City, state and federal standards.

NOW, THEREFORE, in consideration of the approval of the Map, and in order to ensure satisfactory performance by Subdivider of Subdivider's obligations under the Vesting Tentative Tract Map Conditions of Approval, the Subdivision Map Act, and the San Mateo Municipal Code, the parties agree as follows:

1. Performance of Work. Subdivider shall, at its own cost and expense, perform, in a good and workmanlike manner, all of the public improvements within and without the subdivision, which are shown on the Map or on improvement plans, profiles, and specifications which have been submitted to the City Engineer or may hereafter be so submitted, as finally approved, or which improvements are required by the Conditions of Approval, or are required to be done by any provision of law as a condition of said subdivision ("Improvements"). Said Improvements are listed in the attached **Exhibit B** and may include, but are not limited to, curbs, gutters, and sidewalks, grading, signs, pavements, driveway approaches and pedestrian crosswalks, storm and sanitary sewers, underground utilities, signal improvements, street lighting, roadway improvements, roadway markings, landscaping, monuments, and all appurtenant improvements. Said plans and specifications are filed in the Office of the City Engineer.

2. Improvement Cost. The total cost of the Improvements is estimated to be \$2,343,822.

3. Standards. All work to be performed hereunder shall be done to the satisfaction of the City Engineer. No work on the Improvements shall commence until the plans, profiles, and specifications have been submitted to and approved by the City Engineer. All of the Improvements shall be constructed in accordance with the approved plans, profiles, and specifications and Subdivider shall do, or cause to be done, all work and furnish all materials necessary in the opinion of the City Engineer to complete the Improvements in accordance with the approved plans, profiles, and specifications, or any changes required by the City Engineer, which in his or her opinion are necessary or required to complete the work. All costs of checking said plans, profiles, and specifications, and of all inspections of the work shall be paid by Subdivider. Any approval under this section does not relieve Subdivider, or its engineers or landscape architects, from liability.

4. Time of Commencement and Completion. Subdivider has already obtained a site development permit for grading or removal of major vegetation in accordance with the San Mateo Municipal Code. Unless otherwise approved by the City, all Improvements shall be constructed and approved by the City Engineer within two years from date of receipt of permit for the offsite work and prior to occupancy of any building on the site.

5. Payment of Costs. Without limitation, Subdivider shall pay all costs and expenses related to or arising from the performance of any work to complete the Improvements, including, but not limited

to, payment for any materials, provisions, and other supplies used in, upon, for, or about said work, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, Costs and expenses shall also include, but not be limited to, the costs of any engineering, plans and specifications, city personnel or consultant costs to prepare right of way maps and related documents, construction manager, escrow payments, contract administration, encroachment permits, utility relocation, and legal fees.

6. Acceptance by City. The City Engineer shall have the right to reject any and all Improvements under this Agreement if they do not conform, in his or her sole judgment, with the plans, profiles, and specifications mentioned herein and with the ordinances and standards of the City. Final acceptance of the Improvements shall be by the City Council.

7. Guarantee and Maintenance. Notwithstanding the fact that Subdivider's plans, profiles, and specifications, completion of work, and other acts to be performed hereunder are subject to approval by the City, it is understood and agreed that any approval by the City shall in no way relieve Subdivider of satisfactorily performing said work or its obligations hereunder. Subdivider warrants that the plans, profiles, and specifications submitted shall conform at a minimum to the City Standard Drawings and Specifications and to applicable provisions of the San Mateo Municipal Code in effect as of the date of this Agreement, and that they are adequate to accomplish the work in a good and workmanlike manner, and in accordance with sound construction practices.

8. Warranty of Work. Subdivider warrants and guarantees all work performed hereunder and all materials used therein for a period of one year after completion and final acceptance by the City Council.

9. Repair, Replacement or Reconstruction. If within the one year period after the City Council accepts the Improvements (the "Warranty Period"), the City Engineer determines that all or any portion of the work required under this Agreement is defective, then Subdivider, without delay and without cost to the City shall repair, replace or reconstruct the defective-part of the work. The repair work, if required, shall be completed to the satisfaction of the City Engineer. If Subdivider fails to act in accordance with this requirement, or should the exigencies of the situation require repairs or replacements to be made before Subdivider can be notified, City may make the necessary repairs and replacement or perform the necessary work, and Subdivider shall pay to the City the actual cost of the repairs and replacement.

10. Permits: Compliance with Law. Subdivider will, at Subdivider's expense obtain all necessary permits and licenses for the Improvements and give all necessary notices and pay all fees and taxes required by law. In the performance of this Agreement, Subdivider shall comply with all laws, ordinances, regulations, and rules of all governmental agencies with jurisdiction, including, but not limited to, the provisions of the Government Code, the Public Contract Code, and the Labor Code of the State of California. With regard to the Labor Code, Subdivider agrees to comply with the wage and

hour, prevailing wage, workers compensation and other requirements in Division 2, Part 7, Chapter 1, including Sections 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860, and 1861, which provisions are specifically incorporated by reference as though set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Improvements hereunder.

11. Inspection by City. Subdivider shall, at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work subject to City's acceptance. Subdivider shall pay for all engineering, inspection, and survey services in accordance with San Mateo Municipal Code Section 26.60.010.

12. Reversion to Acreage. If the Subdivider fails to perform its obligations under this Agreement after having been given an opportunity to cure any such failure in accordance with section 17(A)(5) below, Subdivider consents to the reversion to acreage of the land which is the subject to this Agreement pursuant to Government Code section 66499.16 and to bear all applicable costs.

13. Superintendence by Subdivider. Subdivider shall personally supervise the work or have a competent foreman or superintendent on the work site at all times during the course of construction with the authority to act for Subdivider.

14. Security Required. The Subdivider shall present to the City surety bonds issued by a surety company authorized to issue surety bonds in the State of California and satisfactory to the City Attorney, in amounts sufficient to cover the following obligations:

- A. Faithful Performance (100% of the cost of the Improvements) to secure faithful performance of this Agreement by the Subdivider. This security shall remain in effect until acceptance by the City Council of the Improvements.
- B. Labor and Materials (100% of the cost of Improvements) to secure payment by the Subdivider of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act. This security shall remain in effect until acceptance by the City Council of the Improvements.
- C. Maintenance (10% of cost of the Encroachment Permit estimate amount of \$2,343,822) to secure maintenance. This security shall remain in effect for one (1) year after the date of acceptance by the City Council of the Improvements.

15. Alternate Security. In lieu of surety bonds required above, alternative security including a letter of credit approved by the City Attorney may be substituted.

16. City May Require Additional Security. If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have the Subdivider post

additional security, the City may require either an additional cash deposit, letter of credit or a surety bond guaranteeing performance. The condition of the security shall be that if the Subdivider fails to perform its obligation under this Agreement, the City may in the case of a cash bond or letter of credit act for it using the proceeds or in the case of a surety bond require the sureties to perform the obligations of the Agreement.

17. Default and Breach by Subdivider and Remedies of the City.

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

(1) Failure to complete the Improvements, including the improvements as specified in section 1 herein, within two years of issuance of the first permit for the Improvements.

(2) Failure to correct or cure any defect in the Improvements during the one-year Warranty Period.

(3) Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, if not cured or discharged within a period of thirty (30) days.

(4) Commencement of a foreclosure action against the subdivision or any portion thereof, or any conveyance by the Subdivider in lieu of or in avoidance of foreclosure.

(5) Failure to perform any obligations under this Agreement within thirty (30) days after receipt of written notice from the City of Subdivider's failure to perform, or if performance in 30 days is not possible, failure to commence performance and diligently pursue completion thereafter, in accordance with the terms and provisions of this Agreement.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement.

C. City shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate City's damages in the event of Subdivider's default.

1. The City may serve written notice of any default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that the surety take over and complete the Improvements. If the surety, within seven (7) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence performance within five (5) days after notice to the City of its intention to perform, the City may take over the work and prosecute the same to completion, by contract or by other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

2. Subdivider acknowledges that the estimated total costs and Improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and consequently, City's damages for Subdivider's default shall

be measured by the cost of completing the Improvements. If the damages incurred by the City in taking over and completing any portion of the Improvements exceed the principal amount of the Improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

D. City may, without liability for doing so, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to entry by the City and its forces, including contractors, upon any real property in the subdivision owned by the Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on any portion of the Improvements following Subdivider's default.

E. Subdivider acknowledges and agrees that, upon approval of the Map, City will confer substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement. Subdivider further acknowledges that any determination as to whether a reversion to acreage or rescission of approval of the Subdivision constitutes an adequate or necessary remedy for Subdivider's default shall be within the sole discretion of the City.

F. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

G. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

18. Hold Harmless. Subdivider will indemnify, defend, and hold City, its elected and appointed officers, agents, and employees harmless from any and all liabilities, obligations, damages, costs, injuries, or claims ("Claims") arising from, or alleged to arise from, the performance of, or nonperformance of, this Agreement; provided, however, that the foregoing indemnity shall not extend to Claims arising out of the City's or its elected and appointed officers', agents', and employees' gross negligence or willful misconduct.

The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the City reviewed the improvement plans and specifications or accepted the Improvements as completed, and including the defense of any suit, action or other proceeding concerning these.

The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Subdivider, contractor, subcontractor, or any officer, agent or employee of one or more of them. The indemnification in this section is not conditioned or dependent on whether or not the City has prepared, supplied, or reviewed

any plan(s) or specification(s) in connection with this work or subdivision, or has insurance or other indemnification covering any of these matters.

19. **Insurance Required.** Subdivider shall, or if specified in Exhibit C, require its contractor to procure and maintain for the duration of the contract the insurance set forth in **Exhibit C** of this Agreement. Subdivider's contract with its contractor will require that the contractor indemnify and insure the City for claims arising out of the contractor's performance.

20. **No Waiver by City.** Inspecting of the work or materials, or approval of work or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work or materials, or payments thereof, or any combination of all of these acts shall not relieve Subdivider of its obligation to fulfill this Agreement; nor is the city by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

21. **Liability.** Neither the City nor any of its officers, agents, or employees shall be liable to Subdivider, its contractor, subcontractors, officers, agents, or employees, for any error or omission, or any obligation whatsoever, arising out of or in connection with any work to be performed under this Agreement. The City, its elected or appointed officers, agents, and employees shall not be liable to the Subdivider or to any person, firm or corporation whatsoever, for any error or omission, or any obligation or liability whatsoever, arising out of or in connection with any work to be performed under this Agreement.

22. **Use and Maintenance of Improvements.** Subdivider agrees that the use of any and all of the Improvements, for any person and by any person, shall be at the sole and exclusive risk of the Subdivider at all times prior to final acceptance by City. Subdivider agrees to assume all maintenance responsibilities for the Improvements until final acceptance by City, except for Improvements to be maintained by Subdivider pursuant to a Maintenance Agreement with the City or Improvements subject to the City's sidewalk maintenance ordinance, and City agrees to assume all maintenance responsibilities for the Improvements after such final acceptance.

23. **Title to Improvements.** Title to and ownership of all Improvements in the pedestrian access easement shall vest in City for the Improvements.

24. **Final Inspection, Certification and Acceptance.** All of the Improvements must be completed prior to the final inspection. Notice in writing, requesting final inspection, shall be submitted to the City Engineer at least five days prior to the anticipated date of final inspection. Upon the Subdivider's satisfactory completion of the Improvements, the City Engineer shall certify that the Improvements have been satisfactorily completed, shall recommend acceptance of the Improvements by the City Council, and shall place the matter on the next available City Council agenda.

25. Time of Essence. Time is of the essence in this Agreement. The Improvements shall be completed within two years from date of receipt of permit for Improvements and prior to occupancy of any building onsite. The City Engineer may extend the time for completion of Improvements hereunder, upon good cause being shown by the Subdivider. Any extension must be documented in an amendment to this Agreement. Any such extension may be granted without notice to the Subdivider's surety and any extension so granted shall not relieve surety's liability.

26. Assignment of Contract. Neither this Agreement, nor any part of it, is assignable by Subdivider without the written consent of the City, not to be unreasonably withheld or delayed.

27. Subdivider Not Agent of City. Neither Subdivider nor its agents or contractors are agents of City in connection with the performance of Subdivider's obligations under this Agreement.

28. Notices. All notices required shall be in writing, and delivered in person or sent by registered mail, postage prepaid. A party or the surety may change the address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

A. Notices to the City shall be addressed as follows:

Public Works Department
City of San Mateo
330 West 20th Avenue
San Mateo, CA 94403
Attn: Director of Public Works and Ryan Brunmeier
Phone: (650) 522-7300

B. Notices to the Subdivider shall be addressed as follows:

303 Baldwin, LP
c/o Prometheus Real Estate Group, Inc.
1900 South Norfolk St., Ste. 150
San Mateo, CA 94403
Attention: Jaclyn B. Safier and John Millham
Telephone: (650) 931-3431
Email: jsafier@prometheusreg.com and
jmillham@prometheusreg.com

C. Notices for the Subdivider's surety shall be sent to:

Attn: _____
Phone: _____

29. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure, to the benefit of the heirs, successors and assigns of the parties.

30. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties.

31. Agreement Attaches to the Land and Recordation. This Agreement pertains to and runs with the real property described in **Exhibit A**. This Agreement binds the successors in interest of each of the parties to it until all the Improvements have been completed and certified complete by the City of San Mateo. The City shall cause this Agreement to be recorded with the County Recorder and a copy will be provided to Subdivider.

32. Severability Clause. If any portion of this Agreement is adjudged invalid, its remaining provisions are not affected.

33. Force Majeure. As used herein, "Force Majeure Event" shall mean any matter or condition beyond the reasonable control of a party, including war, public emergency or calamity (including, any pandemic or other severe human health risk), fire, earthquake, extraordinary inclement weather, Acts of God, strikes, labor disturbances or actions, civil disturbances or riots, litigation brought by third parties against either City or Subdivider or both, any failure by the other party to comply with its obligations hereunder, or any governmental order or law (including any order or law of City) which causes an interruption in the performance of this Agreement and/or prevents timely delivery of materials or supplies. Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the party affected by the Force Majeure Event shall be excused or performance under this Agreement shall be suspended to the extent commensurate with the Force Majeure Event; provided that the party availing itself of this Section shall notify the other party within fifteen (15) calendar days after the affected party's knowledge of the commencement of the Force Majeure Event and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the Force Majeure Event.

[SIGNATURES ON FOLLOWING PAGE]

NON-CITY SIGNATURES TO BE NOTARIZED

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

SUBDIVIDER

303 Baldwin, LP,
a California limited partnership

By: Sunset Ridge Development Co., Inc.,
a California corporation,
its general partner

By: 

Kevin Wilkinson Vice President and Assistant Secretary

Azalea Mitch, Interim Director of Public Works

Date

Date

12/16/20

ATTEST:

Patrice M. Olds, City Clerk

APPROVED AS TO FORM

Gabrielle Whelan, Assistant City Attorney

[ADDITIONAL SIGNATURE FOLLOWS]

OWNERS hereby sign below solely to consent to recording this Agreement against the Project Site.

OWNERS

Tragoutsis Trust Agreement dated June 11, 1997

By: Mark Tragoutsis
Mark Tragoutsis, Trustee

By: Ekaternin Tragoutsis
Ekaternin Tragoutsis, Trustee

Tragoutsis Trust Agreement dated June 26, 1997

By: John Tragoutsis
John Tragoutsis, Co-Trustee

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

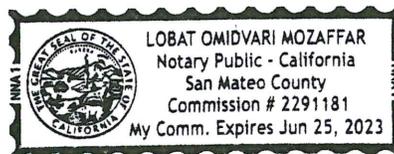
STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On December 16, 2020, before me, Lobat Omidvari Mozaffar, the undersigned Notary Public, personally appeared Mark Tragoutsis, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signed by: Lobat Omidvari
Notary Public, State of California



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

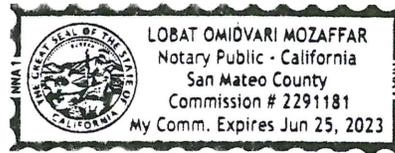
STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On December 16, 2020, before me, Lobat Omidvari Mozaffar, the undersigned Notary Public, personally appeared EKaterina Tragoutsis, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signed by: Lobat Omidvari Mozaffar
Notary Public, State of California



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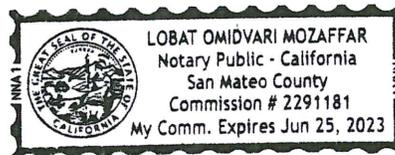
STATE OF CALIFORNIA
COUNTY OF SAN MATEO

On December 16, 2020, before me, Lobat Omidvari Mozaffar, the undersigned Notary Public, personally appeared John Tragoutsis, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signed by: Lobat Omidvari Mozaffar



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.

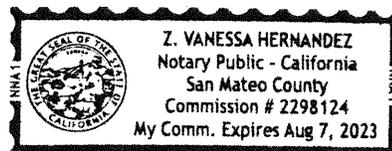
State of California
County of SAN MATEO)

On December 16, 2020 before me, Z. VANESSA HERNANDEZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared KEVIN WILKINSON,
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Z. Vanessa Hernandez (Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e., certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e., ~~he~~/~~she~~/~~they~~, ~~is~~/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- ♣ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- ♣ Indicate title or type of attached document, number of pages and date.
- ♣ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e., CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

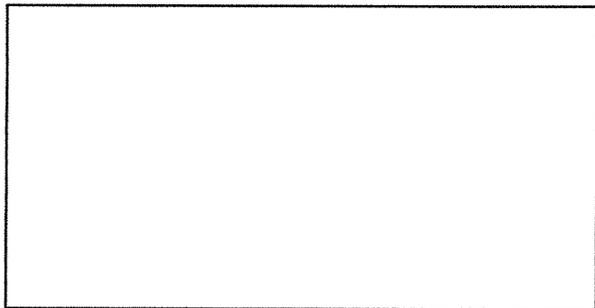
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

(Additional information)



CAPACITY CLAIMED BY THE SIGNER

Individual (a)
Corporate Officer

(Title)

Partner(a)
Attorney-in-Fact
Trustee(s)
Other

Exhibit A

DESCRIPTION OF PROPERTY

Real property in the City of San Mateo, County of San Mateo, State of California, described as follows:

PARCEL I:

PORTION OF BLOCK 15, AS DESIGNATED ON THE MAP ENTITLED "WESTERN ADDITION TO SAN MATEO", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 12, 1888 IN BOOK "C" OF MAPS AT PAGE 50 AND A COPY ENTERED IN BOOK 1 OF MAPS AT PAGE 53, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF ELLSWORTH AVENUE WITH THE NORTHWESTERLY LINE OF BALDWIN AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF ELLSWORTH AVENUE 150 FEET TO THE SOUTHEASTERLY LINE OF LANDS DESCRIBED IN THE DEED FROM MARY KATE SHEEHAN TO W. MALTAGLISTI, DATED MARCH 14, 1922 AND RECORDED MARCH 17, 1922 IN BOOK 27 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 351 (90256); THENCE ALONG SAID SOUTHEASTERLY LINE AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF ELLSWORTH AVENUE, NORTHEASTERLY 145 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF LANDS DESCRIBED IN THE DEED FROM WISNOM COMPANY, A CORPORATION, TO THE CITY OF SAN MATEO, DATED JULY 28, 1930 AND RECORDED SEPTEMBER 4, 1930 IN BOOK 498 OF OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 45 (67708-B); THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE, 165 FEET, MORE OR LESS, TO THE SAID NORTHWESTERLY LINE OF BALDWIN AVENUE, THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF BALDWIN AVENUE, TO THE POINT OF BEGINNING.

PARCEL II:

PORTION OF BLOCK 15, AS DESIGNATED ON THE MAP ENTITLED "WESTERN ADDITION TO SAN MATEO", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MARCH 12, 1888 IN BOOK "C" OF MAPS AT PAGE 50 AND A COPY ENTERED IN BOOK 1 OF MAPS AT PAGE 53, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF ELLSWORTH AVENUE, DISTANT THEREON 150 FEET NORTHWESTERLY FROM ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF BALDWIN AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF ELLSWORTH AVENUE 50 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY 177 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY 50 FEET AND THENCE AT RIGHT ANGLES SOUTHWESTERLY 177 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING SO MUCH OF THE HEREINABOVE DESCRIBED PROPERTY AS LIES WITHIN THE LANDS DESCRIBED IN THE DECREE OF FINAL CONDEMNATION FOR THE PURPOSE OF WIDENING "B" STREET AS FOLLOWS:

BEGINNING AT A POINT DISTANT NORTH 40° 57' WEST 200.00 FEET AND NORTH 48° 59' EAST 147.00 FEET FROM THE INTERSECTION OF THE NORTHEASTERLY LINE OF ELLSWORTH AVENUE, WITH THE NORTHERLY LINE OF BALDWIN AVENUE AS SAID AVENUES ARE SHOWN ON THE MAP OF WESTERN ADDITION OF SAN MATEO, RECORDED IN BOOK "C" OF MAPS AT PAGE 50, THE BEARING OF THE NORTHEASTERLY LINE OF ELLSWORTH AVENUE BEING CALLED NORTH 40° 57' WEST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING AS FOLLOWS: NORTH 48° 57' EAST 30.00 FEET SOUTH 40° 57' EAST 50.00 FEET SOUTH 48° 59' WEST 31.44 FEET, NORTH 25° 27' WEST 5.32 FEET AND NORTH 40° 57' WEST 44.97 FEET TO THE POINT OF BEGINNING.

PARCEL III:

BEGINNING AT A POINT ON THE EASTERLY LINE OF ELLSWORTH AVENUE DISTANT THEREON TWO HUNDRED (200) FEET NORTHERLY FROM THE NORTHERLY LINE OF BALDWIN AVENUE AND RUNNING THENCE NORTHERLY AND ALONG SAID EASTERLY LINE OF ELLSWORTH AVENUE A DISTANCE OF FIFTY (50) FEET; THENCE AT RIGHT ANGLES EASTERLY A DISTANCE OF ONE HUNDRED SEVENTY-SEVEN (177) FEET; THENCE AT RIGHT ANGLES SOUTHERLY A DISTANCE OF FIFTY (50) FEET AND THENCE AT RIGHT ANGLES WESTERLY A DISTANCE OF ONE HUNDRED SEVENTY-SEVEN (177) FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE REAR THIRTY (30) FEET BY THE FULL WIDTH OF THE LOT AS DESCRIBED IN A FINAL JUDGMENT OF CONDEMNATION ISSUED OUT OF THE SUPERIOR COURT OF SAN MATEO COUNTY NO. 15409 ON JULY 15, 1930, A COPY OF WHICH WAS RECORDED ON JULY 15, 1930 IN BOOK 485 OF OFFICIAL RECORDS AT PAGE 193, RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

BEING A PORTION OF BLOCK NO. 15 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SUBDIVISION OF BLOCKS IN THE WESTERN ADDITION TO THE TOWN OF SAN MATEO", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY APRIL 12, 1889 IN MAP BOOK "D" OF ORIGINAL MAPS AT PAGE 48 AND RECORDED IN MAP BOOK 1, PAGE 55, TO WHICH SAID MAP AND THE RECORD THEREOF REFERENCE IS HEREBY MADE AND THE SAME MADE A PART HEREOF.

PARCEL IV:

LOTS 3, 22, 23, IN BLOCK 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED "B STREET EXTENSION TRACT" WHICH MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON JUNE 6, 1927 IN BOOK 14 OF MAPS AT PAGE 76.

APN: 032-322-130 (Affects Parcels I, II and Portion of Parcel III)
032-322-200 (Affects Parcel IV and Portion of Parcel III)

JPN:

032-032-322-13A
032-032-322-20A

Exhibit B

List of Improvements

Area	Phase	Description	Takeoff Quantity		Total Cost/Unit		Total Amount
05		OFFSITE					
	02-02-4130	Demolition					
		Demo, Offsite	1.00	ls	140,000.00	/ls	140,000
		Demolition					\$ 140,000
	02-05-5220	Ornamental Metal					
		Parklet planter - Bench Support	4.00	ea	46,375.00	/ea	185,500
		Ornamental Metal					\$ 185,500
	02-06-2220	Exterior Finish Carpentry					
		Thermory Wood at Benches	4.00	ea	8,287.50	/ea	33,150
		Exterior Finish Carpentry					\$ 33,150
	02-26-5000	Street Lighting					
		Poles for Post Tops	6.00	ea	6,233.00	/ea	37,398
		Poles for Cobra Heads	5.00	ea	8,678.00	/ea	43,390
		Luminaires (Post Top)	6.00	ea	1,679.00	/ea	10,074
		Luminaires (Cobra Head)	5.00	ea	4,223.00	/ea	21,115
		Pull Boxes	11.00	ea	500.00	/ea	5,500
		Conduit	1,421.44	lf	9.30	/lf	13,219
		Wiring	1,421.44	lf	2.75	/lf	3,909
		Final Connections, Testing, Commissioning	11.00	ea	750.00	/ea	8,250
		Street Lighting					\$ 142,855
	02-32-1110	Base Courses					
		Offsite Fine Grading (Including Aggregate Base)	1.00	ls	129,000.00	/ls	129,000
		Base Courses					\$ 129,000
	02-32-1210	Flexible Paving					
		Grind and Overlay + 24" AC Deep Lift	1.00	ls	224,000.00	/ls	224,000
		Flexible Paving					\$ 224,000
	02-32-1410	Unit Paving					
		Brick Pavers - Tupe 1 Offsite	2,175.00	sf	23.88	/sf	51,947
		Brick Pavers - Type 2 Offsite	1,165.00	sf	26.04	/sf	30,333
		Unit Paving					\$ 82,280
	02-32-1650	Site Concrete					
		City Curb and Gutter	1,020.00	lf	86.13	/lf	87,854
		City Handicap Ramp, incl. base course	12.00	ea	8,164.25	/ea	97,971
		City Vertical Curb	100.00	lf	57.59	/lf	5,759
		City Sidewalk	5,110.00	sf	14.47	/sf	73,949
		Site Concrete					\$ 265,533
	02-32-1653	Site Concrete Strucures					
		Concrete subslab below pavers/brick pavers	3,400.00	sf	10.99	/sf	37,350
		Parklet Planters Type A,B & C - Planter Base	3.00	ea	13,677.67	/ea	41,033
		Parklet Planter Type D - Planter Base	1.00	ea	7,316.00	/ea	7,316
		Trench Drains at Sidewalk - 06/L-812	90.00	lf	255.16	/lf	22,964
		Trench Drains at Sidewalk - C 3.0	45.00	lf	239.07	/lf	10,758
		Concrete Pedestrian Paving	1,050.00	sf	14.26	/sf	14,968
		Driveway and Trash Ramp	1,100.00	sf	23.91	/sf	26,301
		Light Pole Foundation at sidewalk	9.00	ea	2,008.50	/ea	18,077
		Site Concrete Strucures					\$ 178,767
	02-32-1730	Pavement Markings					
		D22 Centerline	112.00	lf	8.00	/lf	896
		D6 Centerline	623.00	lf	6.00	/lf	3,738
		12" White Line (used for stop bar & x2 per 24" crosswalk bar)	1,056.00	lf	8.00	/lf	8,448
		4" White Line (used for parking stall delineation)	662.00	lf	4.00	/lf	2,648
		STOP Pavement Legend	3.00	ea	480.00	/ea	1,440
		Sharrow Stencil	2.00	ea	720.00	/ea	1,440
		Roadway Signs	11.00	ea	65.00	/ea	715
		Curb Painting	310.00	lf	6.00	/lf	1,860
		Pavement Markings					\$ 21,185
	02-32-3310	Site Furnishings					
		Bike Rack Surface Mounted - L1	11.00	ea	1,325.18	/ea	14,577
		Tree Guards	12.00	ea	1,739.00	/ea	20,868
		Tree Grates - L1	12.00	ea	4,337.33	/ea	52,048

		Benches at L1	2.00	ea	2,395.00	/ea	4,790
		Custom Parklet Metal Clad Concrete Planters	4.00	ea	14,037.00	/ea	56,148
		Parklet Steel Table	2.00	ea	14,283.00	/ea	28,566
		356-Day Maintenance - offsite	1.00	ls	5,110.00	/ls	5,110
		Traffic Control - offsite	1.00	ls	10,000.00	/ls	10,000
		Site Furnishings					\$ 192,107
02-32-8010		Landscape & Irrigation					
		Planting and Irrigation L1	1.00	ls	106,305.00	/ls	106,305
		Landscape & Irrigation					\$ 106,305
		05 OFFSITE					\$ 1,700,682

Area	Phase	Description	Takeoff Quantity		Total Cost/Unit		Total Amount
06		OFFSITE UTILITIES					
	02-02-2140	Surveying					
		Provide stakes for junction box, stormwater treatment device, at property line	1.00	ls	2,640.00	/ls	2,640
		Surveying					\$ 2,640
	02-33-0510	Underground Utilities					
		Storm Drain System (Including Perk Filter)	1.00	ls	141,500.00	/ls	141,500
		Drain Inlets	1.00	ls	38,000.00	/ls	38,000
		Sanitary Sewer System	1.00	ls	85,000.00	/ls	85,000
		Existing Sewer Abandonments	1.00	ls	46,000.00	/ls	46,000
		Underground Utilities					\$ 310,500
	02-34-4010	Signaling and Control Equipment					
		Traffic Signal	1.00	ls	320,000.00	/ls	320,000
		Engineered TCP	1.00	ls	10,000.00	/ls	10,000
		Signaling and Control Equipment					\$ 330,000
		06 OFFSITE UTILITIES					\$ 643,140
		TOTAL					\$ 2,343,822

Exhibit C

Insurance Requirements

City of San Mateo Insurance Requirements

CITY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS
330 West 20th Avenue
San Mateo, CA 94403
(650) 522-7300
(650) 522-7301 fax

Subdivider, or if specified below, its contractor, shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Subdivider, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Contractor to provide this insurance.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Contractor shall provide this insurance.
4. **Contractors Pollution Liability** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. Contractor to provide this insurance. Contractor shall provide this insurance.
5. If the Subdivider or its contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, the Subdivider or its contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Subdivider or its contractor shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim

administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 - 1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subdivider’s or contractor’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 - 2. For any claims related to this project, **the Subdivider’s and contractor’s insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Subdivider’s or contractor’s insurance and shall not contribute with it.
 - 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Subdivider’s contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. General Liability and Contractors Pollution Liability Insurance must include a completed operations extension of ten (10) years or equal to the statute of repose, whichever is longer.
 - 3. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of “Pollution” shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

Verification of Coverage

Subdivider and its contractor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Subdivider’s or its contractor’s obligation to provide them. The City reserves the

right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Subdivider hereby grants to City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Subdivider by virtue of the payment of any loss and agrees to require its contractor to do the same. Subdivider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Subdivider, its employees, agents, and subcontractors.

Subcontractors

Subdivider shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Subdivider shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.