

EXEMPT FROM RECORDING FEE
Pursuant to Government Code 6103

RECORDING REQUESTED BY:

**CITY CLERK'S OFFICE
CITY OF SAN MATEO
330 W. 20TH AVENUE
SAN MATEO, CA 94403**

WHEN RECORDED MAIL TO:

**CITY CLERK
CITY OF SAN MATEO
330 WEST 20TH AVENUE
SAN MATEO, CA 94403**

2015-122619

2:49 pm 11/20/15 A3 Fee: 30.00

Count of Pages 6

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



★ R 0 0 0 2 1 2 3 4 3 2 ★

**THIS SPACE
FOR
RECORDER'S USE ONLY**

TITLE OF DOCUMENT

Amendment to Subdivision Improvement Agreement

PA05-096 Mariners Island Condos

Assessor's Parcel Number: 035-503-390; JPN 035-050-503-39A

**Recording Requested by and
When Recorded Mail to:**

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

**Exempt from Filing Fee
Per Government Code §27383**

**AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT
PA 05-096, MARINERS ISLAND CONDOS
(Assessor's Parcel Number: 035-503-390; JPN: 035-050-503-39A)**

THIS AMENDMENT to the Subdivision Improvement Agreement for PA 05-096, "Mariners Island Condos," dated April 30, 2015, identified as document number "2015-051755 CONF" recorded in the Official Records of the County of San Mateo, California ("**Subdivision Improvement Agreement**"), is made and entered into this 16th day of September, 2015 (the "**Effective Date**"), by and between the **City of San Mateo**, a municipal corporation of California ("**City**"), and **TNHC Tidelands LLC**, a Delaware limited liability company ("**Developer**"), and **The New Home Company Northern California LLC**, a Delaware limited liability company ("**Original Subdivider**").

WHEREAS, Original Subdivider wishes to assign the Subdivision Improvement Agreement to Developer; and

WHEREAS, it is necessary to amend the Subdivision Improvement Agreement to assign the Subdivision Agreement to Developer;

NOW, THEREFORE, the parties agree as follows:

1. Original Subdivider hereby transfers and assigns to Developer, and Developer hereby assumes, all rights, obligations, liabilities and duties of the "Subdivider" arising under the Subdivision Improvement Agreement from and after the Effective Date.

2. As of the Effective Date, the Subdivision Improvement Agreement is amended as follows:

All references to "The New Home Company Northern California LLC" or "New Home Company Northern California LLC" in the Subdivision Improvement Agreement are deleted and replaced with "TNHC Tidelands

LLC,” and all references to “Subdivider” in the Subdivision Improvement Agreement are deemed to refer to Developer.

3. City agrees to accept from Developer all bonds and/or alternative security required to be provided by Subdivider under the Subdivision Improvement Agreement, and upon such acceptance City shall release all bonds and/or alternative security previously provided by Original Subdivider under the Subdivision Improvement Agreement.

4. All other terms of the Subdivision Improvement Agreement, including exhibits, remain in full force and effect.

[NON-CITY SIGNATURES TO BE NOTARIZED]

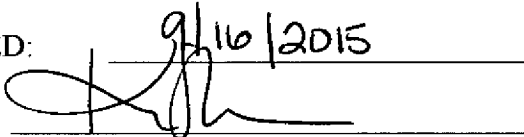
DEVELOPER:

TNHC Tidelands LLC, a Delaware limited liability company

DATED:

9/16/2015

By:



Kevin Carson, Authorized Representative
TNHC Tidelands LLC
1990 North California Blvd., Suite 650
Walnut Creek, CA 94596

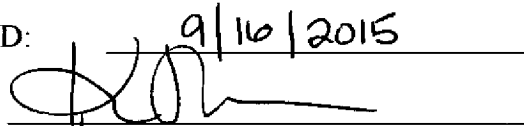
ORIGINAL SUBDIVIDER:

The New Home Company Northern California LLC, a Delaware limited liability company

DATED:

9/16/2015

By:



Kevin Carson, Authorized
Representative
The New Home Company Northern
California LLC
1990 North California Blvd., Suite 650
Walnut Creek, CA 94596

CITY OF SAN MATEO

DATED: 10/15/15

By: Brad B. Underwood
Brad B. Underwood
Director of Public Works
City of San Mateo
330 West 20th Avenue
San Mateo, CA 94403

ATTEST
Patrice M. Olds
Patrice M. Olds, City Clerk



Approved as to Form:
Gabrielle P. Whelan
Gabrielle P. Whelan
Assistant City Attorney

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 Contra Costa

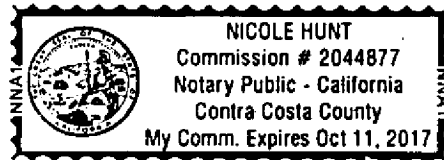
On September 16, 2015 before me, Nicole Hunt, Notary Public
(insert name and title of the officer)

personally appeared Kevin Carson
who proved to me on the basis of satisfactory evidence to be the person ☒ 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 Nicole Hunt (Seal)



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)

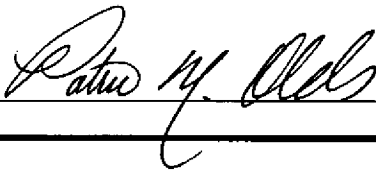
On 10-15-2015 before me, Patrice M. Olds, City Clerk
(insert name and title of the officer)

personally appeared Brad B. Underwood
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



2015-051755

FIRST AMERICAN TITLE COMPANY
8:00 am 05/20/15 AG Fee: 54.00
Count of Pages 14
Recorded in Official Records
County of San Mateo
Mark Church
Assessor-County Clerk-Recorder

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

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



**SUBDIVISION IMPROVEMENT AGREEMENT
PA 05-096, Mariners Island Condos**

THIS AGREEMENT is made and entered into this 14th day of April, 2015, by and between the City of San Mateo, a municipal corporation of California ("City"), and The New Home Company Northern California LLC, a Delaware limited liability company ("Subdivider").

RECITALS

- A. Subdivider is the owner of that certain tract of land, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, located at 400 Mariner's Island Boulevard in the City of San Mateo, County of San Mateo, State of California; and
- B. Subdivider's application for a vesting tentative map was approved by the San Mateo City Council on October 15, 2007, subject to various conditions.
- C. Subdivider has presented to City for approval a final subdivision map, dated June 2014 ("Map"), incorporated herein by reference.
- D. Subdivider has requested approval of the Map prior to the completion of certain improvements.
- E. 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 approved by the City on October 15, 2007, 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 tentative map conditions of approval, the Subdivision Map Act, and the San Mateo Municipal Code, the parties agree as follows:

1. Bonds. City desires that Subdivider post bonds, pursuant to this Agreement, to secure the performance, construction and completion of improvements in connection with Subdivider's project and Conditions of Approval. Specifically, City desires that Subdivider post bonds for certain street beautification, street tree, sidewalk, curb and gutter, two driveway approaches, storm pump station improvements, sewer main repairs, and sewer lateral improvements (collectively, the "Required Improvements"). The total cost of the Required Improvements is estimated to be \$439,000, which includes a ten-percent contingency cost. A list

of the Required Improvements is also attached hereto as Exhibit B, and is incorporated herein by reference.

2. Performance of Work. Subdivider shall, at its own cost and expense, perform, in a good and workmanlike manner, all of the work and 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 as conditions of approval of the subdivision by the City, or are required to be done by any provision of law as a condition of said subdivision.

3. Standards. All work to be performed hereunder shall be done to the satisfaction of the City Engineer. No work on the Required Improvements shall commence until the plans, profiles, and specifications have been submitted to and approved by the City Engineer. All of the Required 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 Required 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 Required Improvements shall be constructed and approved by the City Engineer 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 Required 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. On a monthly basis, City shall submit to Subdivider a detailed statement of costs and expenses that are to be reimbursed from an account established by City. Subdivider has posted a deposit in the amount of Twenty Five Thousand Dollars (\$25,000) (the "Deposit") with the City for City's reimbursement of such costs and expenses. City may, in its discretion, set up an escrow account that will be funded by the Deposit, or in the alternative, hold the Deposit in a separate account that the City can access for said reimbursement(s). City shall draw from the escrow account or otherwise draw down from the Deposit account in the amount stated in the monthly statement of costs and expenses, subject to review and approval by Subdivider within ten (10) calendar days of City's sending of invoice to Subdivider. Any disputed amount will be subject to mediation with a jointly-selected mediator at Subdivider's expense within thirty (30) days of Subdivider's written objections to disputed costs or expenses. Any unused portion

of the Deposit shall be reimbursed by City to Subdivider upon completion of the Required Improvements.

6. Acceptance by City. The City Engineer shall have the right to reject any and all Required 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 Required 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 Engineer accepts the Required Improvements, all or any portion of the work required under this Agreement fails to fulfill the requirements of this Agreement, then Subdivider, without delay and without cost to the City shall repair, replace or reconstruct the defective or otherwise unsatisfactory 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 Required 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.

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. Bonds Required. The Subdivider shall present to the City surety bonds of a form satisfactory to the City Attorney, issued by a company authorized to issue surety bonds in the State of California, as follows:

A. At the time of signing this Agreement, the following bonds shall be presented:

(1) Faithful Performance (100% of the cost of the Required Improvements) to secure faithful performance of this Agreement by the Subdivider.

(2) Labor and Materials (50% of the cost of the Required 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.

B. At the time of signing this Agreement, or before the City accepts the improvements, the following bond shall be presented:

Maintenance (10% of the cost of the Required Improvements) to secure performance of Paragraph 1 above. This bond 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 the bonds required above, alternative security 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 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 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 Required Improvements within two years of the date of this Agreement.

(2) Failure to correct or cure any defect in the Required Improvements during the one-year guarantee and 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 Required 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 Required Improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Required Improvements, and consequently, City's damages for Subdivider's default shall be measured by the cost of completing the Required Improvements. If the damages incurred by the City in taking over and completing any portion of the Required Improvements exceed the principal amount of the Required 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 Required 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 Required Improvements following Subdivider's default.

E. Subdivider acknowledges and agrees that, upon approval of the Map for the Subdivision, 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 Required 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 Required 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 arising from, or alleged to arise from, the performance of, or nonperformance of, this Agreement,

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 Required 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, or that the alleged damage resulted partly from any negligent or willful misconduct of the City.

19. Insurance Required. Subdivider shall procure and maintain for the duration of the contract the insurance set forth in Exhibit C of this Agreement.

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 Required 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 Required Improvements until final acceptance by City.

23. Title to Improvements. Title to and ownership of all Required Improvements shall vest in City for the Required Improvements.

24. Final Inspection, Certification and Acceptance. All of the Required 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 Required Improvements, the City Engineer shall certify that the Required Improvements have been satisfactorily completed, shall recommend acceptance of the Required 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 Required Improvements shall be completed within two years of the date of this Agreement. The City Engineer may extend the time for completion of Required Improvements hereunder, upon good cause being shown by the Subdivider. Any extension must be documented in an amendment to this Agreement, and City Engineer is authorized to enter into such an amendment on behalf of City. Any such extension may be granted without notice to the Subdivider's surety and any extension so granted shall not relieve surety's liability on the bonds.

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:

Brad B. Underwood, Director of Public Works
City of San Mateo
330 West 20th Avenue

San Mateo, CA 94403

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

New Home Company Northern California
1990 North California Blvd. Suite 650
Walnut Creek, CA 94596
Attn: Brian Olin
(925) 244-0700

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

Philadelphia Indemnity Insurance Company
251 S. Lake Avenue., Ste. 360
Pasadena, CA 92656
Mike Hall, Specialty Branch Manager
(626) 639-1321

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 subdivision 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.

[SIGNATURES ON FOLLOWING PAGE]

NON-CITY SIGNATURES TO BE NOTARIZED

SUBDIVIDER:

NEW HOME COMPANY NORTHERN CALIFORNIA
LLC

DATED: 4/1/15

a Delaware limited liability company

By: Brian Olin

Brian Olin, Authorized Representative
NEW HOME COMPANY NORTHERN
CALIFORNIA LLC
1990 North California Blvd., Suite 650
Walnut Creek, CA 94596

CITY:


DATED: 4/2/15

By: Brad B. Underwood

Brad B. Underwood, Director of Public Works
CITY OF SAN MATEO
330 West 20th Avenue
San Mateo, CA 94403

ATTEST:

Patrice M. Olds
Patrice M. Olds, City Clerk



APPROVED AS TO FORM:

Gabrielle P. Whelan, Asst.
~~Shawn Mason~~, City Attorney

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 Contra Costa

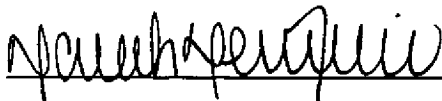
On April 1st, 2015 before me, Tanah Teixeira, Notary Public
(insert name and title of the officer)

personally appeared Brian Olin
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



(Seal)



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 4-2-2015 before me, Patrice M. Olds, City Clerk
(insert name and title of the officer)

personally appeared Brad B. Underwood
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

Patrice M. Olds



Exhibit A

DESCRIPTION OF PROPERTY

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

LOT 1 IN BLOCK 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MARINER'S ISLAND UNIT NO. 2, SAN MATEO, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MARCH 4, 1966, IN BOOK 64 OF MAPS, AT PAGES 31 TO 35 INCLUSIVE.

APN: 035-503-390

JPN: 035-050-503-39A

Exhibit B

List of Required Improvements

STREET BEAUTIFICATION - The applicant shall improve the street frontage to match the City of San Mateo street beautification program in effect at the time of construction. The applicant shall have beautification plans as shown on the approved plans.

STREET TREES - The applicant shall plant street trees to match the City of San Mateo street tree plan in effect at the time of construction. The street tree plans shall be constructed per City Standard Drawings 3-1-847, Tree Planting Details.

STREET MARKINGS - The applicant shall install necessary street markings of a material and design approved by the City Engineer, and replace any that are damaged during construction. These include but are not limited to all pavement markings, painted curbs and handicap markings. All permanent pavement markings shall be thermoplastic. Color and location of painted curbs shall be shown on the plans and subject to approval by the City Engineer. Any existing painted curb or pavement markings no longer required shall be removed by grinding if thermoplastic, sand blasting if in paint. Once installed, the applicant shall coordinate with City crews to mark any red curb within the proposed City right-of-way with a City seal.

SIDEWALK - The applicant shall replace to existing City standards the entire sidewalk adjacent to this project. Sidewalk repair shall match existing color, texture and design, and shall be constructed per City Standard Drawing 3-1-141A. An inspection made at the time the planning application was filed showed a minimum of twenty-four hundred (2400) square feet of sidewalk to be replaced. This figure is provided only to determine minimum bonding requirements for the encroachment permit. Limits of sidewalk repair will be determined by the Public Works Construction Inspector during the construction phase.

CURB AND GUTTER - The applicant shall remove and replace the entire curb and gutter along the frontage of the project limits. New curb and gutter shall be constructed per City Standard Drawing 3-1-141A. An inspection made at the time the planning application was filed showed a minimum of four hundred (400) linear feet of curb and gutter to be replaced. This figure is provided only to determine minimum bonding requirements for the encroachment permit. Limits of curb and gutter repair will be determined by the Public Works Construction Inspector during the construction phase.

DRIVEWAY APPROACHES - The applicant shall install two (2) City Standard Commercial driveway approaches as shown on the approved plans. The new commercial driveway approach shall be constructed per City Standard Drawing 3-1-148.

SEWER LATERAL - The applicant shall connect to the existing sewer main located in the property easement. The installation shall be done in accordance with City Standard Drawing 3-1-101 including a 6" property clean-out.

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**

STANDARDS FOR INSURANCE

**Commercial General Liability (or Comprehensive) and Property Damage Insurance Coverage
Required of All Persons Performing Work on Street Rights of Way or Other City Property
(except see Standards for Utility Companies and City Contractors)**

The following requirements must be observed:

Must have COMMERCIAL GENERAL LIABILITY (or COMPREHENSIVE) and PROPERTY DAMAGE:

COMMERCIAL GENERAL LIABILITY (or COMPREHENSIVE) PROPERTY DAMAGE	\$250,000	EACH PERSON
	\$500,000	EACH OCCURRENCE*
	\$100,000	EACH OCCURRENCE*
	\$250,000	AGGREGATE

***May NOT substitute "each accident" for "each occurrence"**

**Insurance MUST name the City of San Mateo as an additional insured
using the following wording EXACTLY, and Insurance certificate MUST
show:**

**"THE CITY OF SAN MATEO, ITS ELECTED AND APPOINTED
OFFICIALS, EMPLOYEES AND AGENTS ARE NAMED AS
ADDITIONAL INSURED."**

***Must have 30-day cancellation clause.**