RAILROAD CONSTRUCTION AND MAINTENANCE AGREEMENT
SAN MATEO COUNTY GRADE CROSSING IMPROVEMENTS PROJECT

This Railroad Construction and Maintenance Agreement (the “Agreement”) is entered into this ______ day of DEC, 2008, by and between the Peninsula Corridor Joint Powers Board, a public agency (“JPB” or “Railroad”), and the City of Menlo Park, a municipal corporation (“City”).

RECITALS

A. City is a duly established municipal corporation organized and existing under the laws of the State of California.

B. JPB is a public agency organized and existing under the laws of the State of California.

C. Railroad, in conjunction with the San Mateo County Transportation Authority (“SMCTA”), is the owner of the Peninsula Corridor Railroad right-of-way, and specifically that certain real property and fixtures located in the City of Menlo Park between MP 28.0 and MP 29.0 (the “Right-of-Way”), as depicted prior to improvements being made that are identified in this agreement on Exhibit A, which is attached to this agreement and incorporated into it by this reference.

D. The City wishes to cooperate with Railroad in Railroad’s design, construction and maintenance of safety improvements to the grade crossings at Encinal Avenue, Glenwood Avenue, Oak Grove Avenue, and Ravenswood Avenue (the “Crossings”). The project, Contract
No. 07-PCJPB-C-01777 San Mateo County Grade Crossing Improvements (the “Project”) includes:

- Safety improvements at grade crossings including,
  - Clearing and grubbing and removal of existing curb and gutter and/or fence/guardrail where required
  - Additional guardrail to discourage trespassing on JPB Right-of-Way
  - Installation of tactile warning squares
  - Widening of sidewalks and construction of new concrete curbs.
  - Construction of new medians at Encinal Avenue, Glenwood Avenue, and Oak Grove Avenue
  - Placement of new concrete panels (and AC ramps where required) at each intersection listed.
  - Striping and curve markings
  - Placement of new PVC conduit for signal lines
  - Construction of pedestrian gates where required and installation of new pedestrian swing gates.

E. For purposes of the Agreement, the term “Improvements” shall describe the construction activities for the Project, and shall include all necessary changes to telephone, telegraph, signal, electrical lines and appurtenances, relocation of all utilities and pipelines of any kind, all temporary and permanent track work (if necessary), grading, drainage, access roadways to railroad right-of-way, preliminary and construction engineering, and any and/or all other work of every kind and character necessary to build the Project.

F. The parties now desire to set forth herein their understandings and agreements relating to construction of the Project and maintenance of the Improvements.
AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. **Construction Costs.** Railroad shall furnish, or cause to be furnished, at its sole cost and expense, all labor, materials, tools, and equipment needed to complete the Improvements and shall pay for the design, construction, construction management and indirect project costs it incurs for the Project. Notwithstanding the above, however, City shall bear its own costs related to the Project, including time that its staff or consultants spend on review of design or inspections. City shall waive all fees with regard to the Project and the Improvements as well as any other type of fee for any and all work associated with the Project. The JPB’s contractor shall take out an encroachment permit for work within the City.

2. **Construction Standards/Design.** The Railroad is designing and constructing the Project. The design and construction of the Improvements shall comport with Railroad’s adopted standards, specifically JPB Standards, dated April 15, 2007, except when they involve city streets that are located outside of the Right-of-Way, which shall be designed to City standards. If no City standards exist for particular features of the work, the improvements shall be designed to applicable Caltrans standards, or if no Caltrans standards apply, to such standards as JPB shall reasonably determine to apply. JPB shall consult with City and accommodate reasonable City comments and suggestions on any changes that affect work outside the Right-of-Way or in areas that City will be responsible to maintain. JPB to have the right to make changes during construction subject to the terms of this agreement. The JPB will get approval from City prior to making changes outside the JPB right-of-way. The JPB contractor shall submit any
proposed lane or sidewalk closures to the City for approval prior to the carrying out any closure within the City.

3. **Schedule.** The contract for the construction of the Project is expected to be awarded by JPB prior to the end of December 2008 and the work is to be completed within 24 months from the issuance to the contractor of a notice to proceed ("NTP"). It is understood, however, that JPB’s contract shall contain its standard provisions providing contractors with time extensions for excusable delays.

4. **Real Property Conveyances.** No real property acquisitions are anticipated to be required from private parties for the construction of the Project.

5. **City Improvements/Access to Right-of-Way.** For the purpose of maintaining City-owned Improvements located outside the City Right-of-Way, no later than 30 days following its final acceptance of the Project, Railroad shall grant to City a license in standard form. The License Agreement shall require that the City shall follow JPB Roadway Worker Protection and other safety protocols when working within the JPB right-of-way. JPB will provide annual Railroad Worker Protection training to the City public works and engineering personnel at no cost to the City.

6. **Utility Relocations.** The project is being designed to avoid utility relocations. However, in the event that a utility is required to be relocated, the Railroad shall be solely responsible, at its own cost and expense, for identifying the location of all pipelines (including, without limit, high pressure petrol pipelines, gas and water pipelines), fiber optic lines and all other utilities of whatever nature ("Facilities") on Railroad’s Right-of-Way in the vicinity of the Project, and for relocating or arranging for the relocation of all such Facilities that would
interfere with construction of the Improvements. Railroad shall be responsible for contacting and shall work with the owners of these Facilities to identify their exact location and arrange for relocation as needed. Nothing herein shall preclude the Railroad from seeking reimbursement for Facilities relocation costs and liabilities from third parties such as the Facilities owners themselves. Notwithstanding the above, to the extent that Facilities are owned by City, City shall accomplish their relocation at its own cost. City and JPB will work cooperatively to minimize the cost of utility relocations.

7. **Permitting, Approvals and Contract Requirements.**

   a. **Environmental Review.** JPB will be the lead agency under CEQA and will obtain any required environmental clearance for the project. JPB’s Contractor will be subject to all applicable Storm Water Pollution Prevention Plan (SWPPP) requirements, including current standard best management practices, including control of run-off, dust, mud, etc.

   b. **Inspections and Reporting.** Railroad or its contractor shall provide all flagging and engineering inspection required in connection with construction of said Improvements, but City shall have the right to inspect any Improvements to be owned or operated by the City. JPB will allow City to inspect work that City will maintain. JPB Resident Engineer and/or inspector shall coordinate with City on inspection schedule. JPB will keep City informed of progress of construction and will coordinate public outreach with City. City will designate point of contact for construction coordination. JPB will consult with City on any changes to the contract plans that affect work outside the Right-of-Way, areas that City will be responsible to maintain, or which the City has had substantial input (including but not limited to,
temporary traffic plans and public outreach).

c. **City Permits and Approvals.** To facilitate the construction of the Improvements, City shall grant to Railroad a temporary encroachment permit in the form attached to this Agreement as Exhibit A. The City confirms that to the best of its knowledge, it has the ability to issue and enforce encroachment permits over all public properties not owned by railroad as required to effect reconstruction of the streets as contemplated in the project design. To allow Railroad to incorporate them in its plans and specifications, City will provide JPB with its forms of Encroachment for the project prior to bid. City agrees to issue Encroachment Permit to Contractor after contract award in the form provided prior to bid. The form of Encroachment Permit will contain reasonable conditions and restrictions including specifying that the contractor shall comply with the City noise ordinance. City will issue a Truck Route Permit, if required, for routes along City streets between work areas and State highways.

8. **Maintenance.** Upon completion of construction, the parties shall have be responsible to maintain the following Improvements (except, in the case of the City, as otherwise set forth by City code, ordinance, regulation or statute):

a. City shall maintain and maintain at its expense:

   i. City streets, curbs, gutter, medians, and pavement up to the JPB right-of-way, as well as guardrails, fencing on city property, pavement markings and signage and tactile warning tiles.

b. Railroad shall maintain be responsible to maintain the following Improvements except as otherwise set forth by, regulation or statute at its sole
expense:

i. The Crossings, including but not limited to all track, track grade crossing panels, pavement between the panels, railroad signals, crossing gates, and fencing on Railroad property, and pedestrian grade crossings including gates, emergency exit gate, signalized crossing arm, and pavement markings.

9. Indemnity. The following indemnity provisions shall be applicable and binding upon the parties only for incidents occurring prior to the notice of completion being filed. Once the notice of completion for this project is filed or the project is completed (as defined in the Public Contract Code), the indemnity provisions set forth herein below shall terminate.

c. City's Indemnity. City shall fully release, indemnify, hold harmless and defend the JPB, SamTrans, the National Railroad Passenger Corporation ("Amtrak"), Union Pacific Railroad Company, and/or their respective officers, directors, employees, contractors and agents (collectively, "JPB Indemnitees") from and against all liability, claims, suits, sanctions, costs or expenses for injuries to or death of any person (including, but not limited to, the passengers, employees and contractors of Railroad), and damage to or loss of property arising out of or resulting from any negligent act or omission by City, its agents, employees, contractors or subcontractors in the maintenance of the Improvements or in the performance of any other obligation in this Agreement. City's obligation to defend shall include the payment of all
reasonable attorney’s fees and all other costs and expenses of suit, and if any judgment is rendered against any JPB Indemnitee, City shall, at its expense, satisfy and discharge the same, so long as said claim has been timely tendered to the City without prejudice to City’s rights and/or abilities to undertake a defense of said claim.

d. JPB’s Indemnity. JPB shall fully release, indemnify, hold harmless and defend the City and its respective officers, directors, employees, contractors and agents (collectively, “City Indemnitees”) from and against all liability, claims, suits, sanctions, costs or expenses for injuries to or death of any person (including, but not limited to, passengers, employees and contractors of City and Railroad) and damage to or loss of property arising out of or resulting from any negligent act or omission by the JPB, its agents, employees, contractors or subcontractors in performance of its obligations under this Agreement. JPB’s obligation to defend shall include the payment of all reasonable attorney’s fees and all other costs and expenses of suit, and if any judgment is rendered against City Indemnitee’s or any one of them, JPB shall, at its expense, satisfy and discharge the same, so long as said claim has been timely tendered to the JPB without prejudice to JPB’s rights and/or abilities to undertake a defense of said claim.

e. Severability. It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect.
10. **Insurance.** JPB will require its contractor to provide insurance in the amounts of $2 million and will require its contractor to name City as an additional insured. Such endorsements must provide that the insurance required to be furnished by JPB and its contractors will be primary as regards the City, and that the City's insurance will be in excess of and not contribute to the insurance required to be furnished by JPB and/or its contractors; that the City will receive 30 day written notice of any reduction or cancellation or alteration of coverage of such insurance required to be furnished by JPB and/or its contractors; and include a severability of interest clause acceptable to the City.

11. **Performance Bond.** JPB will require its contractor to provide performance and payment bonds in the full amount of the contract and will require a one-year warranty period. City agrees to not require additional bonds of JPB’s contractor. Each bond shall name City as a beneficiary thereon. The bond shall be maintained in full force and effect during the entire period that work is performed by the Contractor until such work is accepted by City or JPB. With respect to City facilities, Railroad shall not accept the work related to such facilities for purposes of this Section until it has received notice from City that such work is acceptable.

12. **Dispute Resolution.** Prior to commencement of any formal litigation arising out of this litigation, the parties shall submit the matters in controversy to a neutral mediator jointly selected by the parties. The costs of said mediator shall be borne evenly by the parties involved in said dispute. To the extent the disputes remain outstanding following completion of mediation, any claim, controversy, action or proceeding arising out of or relating to this Agreement or to any document,
instrument or exhibit executed pursuant to this Agreement shall be tried by a judge pro tem appointed pursuant to Article VI, Section 21 of the California Constitution and Rule 244 of the California Rules of Court. Said judge is to be selected by counsel for the parties from a list of retired judges furnished by the presiding judge of the County of San Mateo. If counsel are unable to select a judge pro tem said judge will be selected by the presiding judge from the list provided.

Each party shall pay its pro rata share of the fee for the judge pro tem. Each party shall bear its own fees and expenses in such proceedings and the prevailing party shall not be entitled to reimbursement from the losing party for any such fees or expenses.

The judge pro tem shall have the authority to try and decide any or all of the issues in the claim, controversy, action or proceeding, whether of fact or of law, and to report a statement of decision thereon. In any proceedings before the judge pro tem, the issues are to be determined under the statutory and decisional law of the State of California. All local and California Rules of Court shall be applicable to any proceeding before the judge pro tem. All proceedings shall be conducted on consecutive dates without postponement or adjournments.

13. Notices. All notices, payments, requests, demands and other communications to be made or given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally or on the second day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid and properly addressed as follows:
14. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California as applied to contracts that are made and performed entirely in California.

15. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

16. **No Third Party Beneficiaries:** Nothing herein shall be considered as creating any rights and/or obligations by any of the parties to this Agreement to any third parties. Specifically, none of the duties to inspect or maintain shall in any way be construed as creating or expanding any additional obligations to any third party beyond those required and established under the applicable statues, regulations, ordinances or law.

17. **Amendments.** This Agreement may be amended only in a writing that is executed by all the parties hereto.

18. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any prior or contemporaneous oral
or written understandings on the same subject. The parties intend this Agreement to be an integrated agreement.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute a single Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above with the intent to be intentionally bound.

**PENINSULA CORRIDOR JOINT POWERS BOARD**

By: __________

Michael J. Scanlon
Executive Director

Approved as to Form:

[Signature]

Attorney

**CITY OF MENLO PARK**

By: __________

City Manager

Approved as to Form:

[Signature]

City Attorney
September 22, 2009

City of Menlo Park
Attn: Mr. Glen Rojas, City Manager
701 Laurel Street
Menlo Park, CA 94025

Subject: RAILROAD CONSTRUCTION AND MAINTENANCE AGREEMENT SAN MATEO COUNTY GRADE CROSSING IMPROVEMENTS PROJECT

Dear Mr. Rojas:

Attached are two originals and one copy of the subject signed agreement for your records.

Sincerely,

[Signature]

AI Fung
Project Manager

Encl (3 cys):
RAILROAD CONSTRUCTION AND MAINTENANCE AGREEMENT SAN MATEO COUNTY GRADE CROSSING IMPROVEMENTS PROJECT CITY OF MENLO PARK
ATTACHMENT A
August 29, 2006

FINDINGS AND ACTIONS FOR APPROVAL

550-580 Oak Grove Avenue and 540-570 Derry Lane
Collectively Known as the Derry Lane Mixed-Use Project

Environmental Review


2. Adopt the Mitigation Monitoring and Reporting Program prepared for the project (Attachment C).

General Plan Amendment

3. Make a finding that the proposed General Plan amendment to modify the land use designation of El Camino Real Professional/Retail Commercial to increase residential intensity to 40 dwelling units per gross acre and 115 percent residential Floor Area Ratio (FAR) in the area bounded by El Camino Real, Glenwood Avenue, Caltrain railroad tracks, and Oak Grove Avenue would be consistent with the goals and policies of the adopted General Plan and would promote transit-oriented development in close proximity to transit centers or facilities.

4. Approve a resolution amending the General Plan to modify the land use designation of El Camino Real Professional/Retail Commercial to increase residential intensity to 40 dwelling units per gross acre and 115 percent residential FAR in the area bounded by El Camino Real, Glenwood Avenue, Caltrain railroad tracks, and Oak Grove Avenue (Attachment D).

Zoning Ordinance Amendment

5. Make a finding that the proposed Zoning Ordinance amendment to Section 16.57.050 P-D District to increase residential intensity to 40 dwelling units per gross acre and 115 percent residential FAR, limit commercial and office FAR to 55 percent and 30 percent, respectively, in cases where the residential density exceeds 18.5 units per acre, establish a maximum total FAR of 150 percent and increase the height limit to 50 feet in the area bounded by El Camino Real, Glenwood Avenue, Caltrain railroad tracks, and Oak Grove Avenue would be consistent with the General Plan as amended as part of the proposal and would promote
transit-oriented development in close proximity to transit centers or facilities.

6. Approve an ordinance amending Section 16.57.050 of the Zoning Ordinance to increase residential intensity to 40 dwelling units per gross acre and 115 percent residential FAR, limit commercial and office FAR to 55 percent and 30 percent, respectively, in cases where the residential density exceeds 18.5 units per acre, establish a maximum total FAR of 150 percent and increase the height limit to 50 feet in the area bounded by El Camino Real, Glenwood Avenue, Caltrain railroad tracks, and Oak Grove Avenue (Attachment E).

Rezoning

7. Make a finding that the proposed rezoning of property with the primary addresses of 550-580 Oak Grove Avenue and 540-570 Derry Lane, collectively known as the Derry Lane Mixed-Use Project, from C-4 (General Commercial – Applicable to El Camino Real) to P-D (Planned Development District) is consistent with the General Plan land use designation of El Camino Real Professional/Retail Commercial.

8. Introduce an ordinance rezoning property with the primary addresses of 550-580 Oak Grove Avenue and 540-570 Derry Lane, collectively known as the Derry Lane Mixed-Use Project, from C-4 (General Commercial – Applicable to El Camino Real) to P-D (Planned Development District) (Attachment F).

Planned Development Permit

9. Make a finding that the proposed Planned Development Permit will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed planned development, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City.

10. Make a finding that the Planned Development Permit allows for development that supports a mix of commercial and residential uses in close proximity to each other, involves combining smaller parcels for the purpose of creating a more innovative development proposal than would have been possible if the parcels were developed separately, improves an underdeveloped site near the downtown, and contributes 21 below market rate condominium units to the City's Below Market Housing Program for property with the primary addresses of 550-580 Oak Grove Avenue and 540-570 Derry Lane, collectively known as the Derry Lane Mixed-Use
Project, subject to the terms and conditions of the Planned Development Permit.

11. Approve the Planned Development Permit (Attachment G).

Tentative Map

12. Make a finding that the Tentative Subdivision Map has been reviewed by the Engineering Division and has been found to be technically correct and in compliance with the State Subdivision Map Act and the City's Subdivision Ordinance.

13. Approve the Tentative Subdivision Map (Attachment J) creating 135 residential condominium units and eight commercial condominium units.

Below Market Rate Agreement

14. Approve the Below Market Rate (BMR) Housing Agreement for 21 new BMR residential units to comply with both the residential and commercial requirements of the BMR Program (Attachment H).

Heritage Tree Permit

15. Adopt findings, as per Chapter 13.24 of the Municipal Code, regarding heritage tree removal:

   a. The two trees of heaven proposed for removal are in very poor condition. The palm proposed for removal is located in an area proposed for the podium and there is no feasible alternative for the podium location. The coast redwood proposed for removal is located in an area near excavation for the subterranean parking. Other design alternatives would similarly impact the coast redwood tree; and

   b. The proposed landscaping plan includes trees that range in size and variety, and would be installed on site and as street trees. A minimum of eight proposed trees have the potential to grow into heritage trees.

16. Approve the Heritage Tree Removal permit.
October 24, 2006

David Boesch, City Manager
City Manager's Office
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Dear Mr. Boesch,

This letter is on behalf of the applicant, Pollock Financial Group ("Applicant"), with respect to the application for a conditional use permit ("CUP") in connection with a proposed development project at 321 Middlefield Road in Menlo Park.

Applicant’s request for a CUP was heard by the Planning Commission last night, October 23, 2006. Based upon inputs received during the public hearing, the Applicant expects that the Planning Commission’s decision on the CUP will be appealed to the City Council. The appeal period would permit the filing of an appeal at a date which would be too late for the appeal to be scheduled for hearing at the next City Council meeting on November 14, 2006. The Applicant believes that it would be most productive for the Council to consider the appeal as to 321 Middlefield at or before the time it considers the project at 75 Willow Road (already scheduled for November 14) and also before the Council terms expire and a new Council is seated that will have no background as a group with respect to our project. For those reasons, this letter is intended to be Applicant’s notice of its appeal of the Planning Commission decision to the City Council, with a request that the appeal be set for hearing at the November 14, 2006 meeting of the City Council. The fee for such appeal is included herewith. Please confirm whether any further steps are required to proceed with the appeal and the hearing on November 14, 2006.

Thank you.

Pollock Financial Group

THE POLLOCK CORPORATION
321 MIDDLEFIELD ROAD
150 PORTOLA RD.
PORTOLA VALLEY, CA 94028-7852

PAY TO THE ORDER OF
TWO HUNDRED FIFTY DOLLARS

UNION BANK OF CALIFORNIA
PALO ALTO PRIVATE BANK
400 UNIVERSITY AVENUE, PALO ALTO, CA 94301
800 238 4486

DATE Oct 24, 2006

$250.00
September 27, 2006

Mr. Warren Slocum
Assessor – County Clerk – Recorder
County of San Mateo
County Government Center
Redwood City, CA 94063

FINAL MAP for HERITAGE OAKS SUBDIVISION, 996-1002 WILLOW RD.


FOUR CONSISTING OF TWO (4) SHEETS

Dear Sir:

Please be advised that, according to records available in this office, there are no unpaid special assessments or bonds on the above property, which have not been referred to the County.

Very truly yours,

Sincerely,

Vonderlinden, City Clerk

cc. File
RECORDATION OF FINAL MAP –
996-1002 WILLOW ROAD, HERITAGE OAKS MAJOR SUBDIVISION

This letter is to confirm that the undersigned Title Company representative has received two (2) sets of mylar originals of the Final Map and one (1) original copy of the City Tax letter of the subdivision listed below.

Subdivision Legal Name and Location:

996-1002 Willow Road

It is understood that this Title Company is acting as an agent for Menlo Park’s City Clerk and will comply with the following procedures:

1. Submit maps to the Clerk of San Mateo County Board of Supervisors immediately upon receipt of the maps to record the maps and pay the recording fee.
2. Formally request that the County Recorder notify the City of Menlo Park Engineering Division at (650) 330-6740 of the recordation data when recorded.
3. Inform the City of any difficulties acquiring the maps accepted by the County Recorder and notify the City when the maps have been accepted.
4. Submit to the City Engineering Division one (1) mylar and one (1) print of the recorded map.

Upon completion of the above procedure, the City will relieve the Title Company of the responsibility for possession of the maps.

Very truly yours,

Name and Title

Jeffrey A. Warmoth
Benchmark Homes-Twelve, LLC
Managing Member

TITLE COMPANY AND ADDRESS

First American
6683 Owens Drive
Pleasanton, CA 94588

CONTACT PERSON:
Christian Lester
PHONE: 925.225.2630
San Mateo County  
Tax Receipt  
Please Keep for your Records

**Confirmation Number:** 9001999  
**Paid Date:** 9/27/06  
**Total Paid:** $16,420.72

Pay online not in line at www.sanmateocountytaxcollector.org

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**FOR FISCAL YEAR BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2007**

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**LEGAL DESCRIPTION**

0.20 AC MOL ON WILLOW ROAD COM 134.08 FT
NLY FR GRAYSON CT WLY PTN OF LOTS 4 5 & 6 BLOCK 14 MENALTO PARK 2

**SITUS:**

1002 WILLOW RD MENLO PARK

**ASSESSED TO:**

BENCHMARK HOMES TWELVE LLC
399 2ND ST STE 3
LOS ALTOS, CA 94022-3623

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**ASSESSMENT INFORMATION**

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**DUE NOVEMBER 1, 2006**

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<tr>
<td>AFTER DECEMBER 10, 2006...ADD 10% PENALTY TO YOUR PAYMENT</td>
<td>AFTER APRIL 10, 2007...ADD 10% PENALTY + $40.00 COST TO YOUR PAYMENT</td>
</tr>
</tbody>
</table>

1.866.34

---

- 65 or older & person receiving S.S.I. for a disability, regardless of age, may qualify for a school parcel tax exemption on a primary residence in FY 2007-08
- Contact the District Office at (650)321-7140
- Pay Online at www.sanmateocountytaxcollector.org
2006-2007 SAN MATEO COUNTY SECURED TAX BILL
FOR FISCAL YEAR BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2007

PARCEL NUMBER TAX RATE AREA VOLUME
062-214-090 08-108 Bill# 348160 096

LEGAL DESCRIPTION
0.48 AC MOL BEING LOTS 1 2 3 BLK 14 & AD
J PTN OF GRAYSON CT ABAND MENALTO PARK N
0 2 RSM 14/59
SITUS:
1000 WILLOW RD MENLO PARK
BENCHMARK HOMES TWELVE LLC
309 2ND ST STE 3
LOS ALTOS, CA 94022-3623

ASSESSMENT INFORMATION

<table>
<thead>
<tr>
<th>TAXING AGENCY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
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<td>691,866</td>
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<tr>
<td>Improvements</td>
<td>0.0184</td>
<td>129.22</td>
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<tr>
<td>Fixtures</td>
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<td>292.14</td>
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<tr>
<td>Personal Property</td>
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<tr>
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<td>7719.34</td>
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<td>PROPERTY TAX</td>
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<td>7719.34</td>
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<tr>
<td>MP ESD Comb Hose Sp Tax</td>
<td>(650)321-7140</td>
<td>527.48</td>
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<tr>
<td>SMC Home Abent Dist</td>
<td>(650)344-8592</td>
<td>3.74</td>
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<tr>
<td>FedCA&amp;NPDES Storm Fee</td>
<td>(650)599-1417</td>
<td>11.66</td>
</tr>
<tr>
<td>MP Tree Maint</td>
<td>(800)275-5167</td>
<td>192.22</td>
</tr>
<tr>
<td>MP Storm Water Fee</td>
<td>(800)275-5167</td>
<td>192.22</td>
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<tr>
<td>Sequoia UHSD Maint Assm</td>
<td>(800)275-5167</td>
<td>3.60</td>
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<td>West Bay San Dist</td>
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<td>360.00</td>
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<td>Tax Payable</td>
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<td>8869.62</td>
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DUE NOVEMBER 1, 2006
AFTER DECEMBER 15, 2006...ADD 10% PENALTY TO YOUR PAYMENT

DUE FEBRUARY 1, 2007
AFTER APRIL 1, 2007...ADD 10% PENALTY + $4000 COST TO YOUR PAYMENT

1.0992
4,434.81
4,434.81

- 65 or older & persons receiving S.S.I. for a disability, regardless of age, may qualify for a school parcel tax exemption on a primary residence in FY 2007-08
- Contact the District Office at (650)321-7140
- Pay online at www.sanmateocountytaxcollector.org
## SAN MATEO COUNTY SECURED TAX BILL 2006-2007

### For Fiscal Year Beginning July 1, 2006 and Ending June 30, 2007

<table>
<thead>
<tr>
<th>PARCEL NUMBER</th>
<th>TAX RATE AREA</th>
<th>VOLUME</th>
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<tbody>
<tr>
<td>062-214-100</td>
<td>08-108</td>
<td>Bill# 348161 096</td>
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</table>

**LEGAL DESCRIPTION**

0.18 AC MOL BEING LOT 7 BLK 14 & ADJ PTN
OF GRAYSON CT ABAND MENALTO PARK NO 2 R
SM 14/59

**SITUS:**

966 WILLOW RD MENLO PARK

**ASSIGNED TO:**

BENCHMARK HOMES TWELVE LLC
309 2ND ST STE 3
LOS ALTOSS, CA 94022-3623

### ASSESSMENT INFORMATION

<table>
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<tr>
<th>VALUES</th>
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<td>Fixtures</td>
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<tr>
<td>Personal Property</td>
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<tr>
<td>Full Cash</td>
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<td>Exemption</td>
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<tr>
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### TAXING AGENCY

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<th>AGENCY</th>
<th>RATE</th>
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<td>MENLO PK EL REFUSE</td>
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<td>SEQUOIA HIGH BD S</td>
<td>.0206</td>
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<td>SH JR COLLEGE BD</td>
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<td>GENERAL TAX TOT</td>
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<td>2859.00</td>
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<td>NP ESD Comb Haus Sp Tax</td>
<td>(650)521-7140</td>
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<td>SMC Mosq Amtnt Dist</td>
<td>(650)344-8592</td>
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<tr>
<td>FedCARNPDES Storm Fee</td>
<td>(650)599-1417</td>
<td>6.12</td>
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<td>NP Tree Maint</td>
<td>(650)273-5167</td>
<td>56.88</td>
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<td>NP Storm Water Fee</td>
<td>(650)273-5167</td>
<td>15.59</td>
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<tr>
<td>Sequoia USBD Maint Assm</td>
<td>(650)273-5167</td>
<td>11.79</td>
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<tr>
<td>West Bay Sani Dist</td>
<td>(650)321-0584</td>
<td>360.00</td>
</tr>
<tr>
<td>Tax Payable</td>
<td></td>
<td>3818.42</td>
</tr>
</tbody>
</table>

---

1. Pay Online at www.sanmateountytaxcollector.org
2. 65 or older & persons receiving S.S.I. for a disability, regardless of age, may qualify for a school parcel tax exemption on a primary residence in FY 2007-08
3. Contact the District Office at (650)321-7140

**Due November 1, 2006**

After December 10, 2006, add 10% penalty to your payment

1,909.21

**Due February 1, 2007**

After April 10, 2007, add 10% penalty + $40.00 cost to your payment

1,909.21
**FIRST AMERICAN TITLE**

**SAN MATEO COUNTY 2006-07 TAX ROLL**

**APN 062-214-060-6**

**Legal**

020 AC MOL ON WILLOW ROAD COM 134.08 FT NLY FR GRAYSON CT

WLY PNT OF LOTS 4 5 & 6 BLOCK 14 MENALTO PARK 2

**Situs**

1002 WILLOW RD

**Mail**

309 2ND ST LOS ALTOS CA 94022

**Acq. Date**: Year Inst. 04/09/2004 : 2004067670

**Assessed Owner** BENCHMARK HOMES TWELVE LLC

### Assessed Values

<table>
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<tr>
<th>Land</th>
<th>286,110</th>
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### Taxes

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<tbody>
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<td>1,866.34</td>
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<td>Tax Install</td>
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<tr>
<td>Balance Due</td>
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<td>1,866.34</td>
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<tr>
<td>Total Taxes Due</td>
<td>3,732.68</td>
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</table>

### Special Assessments Included in Tax Amounts

<table>
<thead>
<tr>
<th>PL Code</th>
<th>Type</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>04C</td>
<td>Misc Assmt</td>
<td>MENLO PARK ESD COMBINED MEAS.</td>
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<td>V42</td>
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<td>V55</td>
<td>Misc Assmt</td>
<td>MENLO PARK STORM WATER FEE</td>
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<td>V50</td>
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<td>02C</td>
<td>Misc Assmt</td>
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<td><strong>Total Of Special Assessments</strong></td>
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### Reference Notices

- **NO BONDS OR PRIOR YEAR DELQ TAXES**
# Open Orders On File

<table>
<thead>
<tr>
<th>Company No.</th>
<th>Title Officer</th>
<th>Order No.</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
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<td>04/06/2006</td>
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<tr>
<td>05</td>
<td>55</td>
<td>2388552</td>
<td>05/16/2005</td>
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<td>05</td>
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<td>0167236</td>
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End Of Report
WARRANT REQUISITION ON TAX COLLECTOR’S TRUST FUND

VOLUME 046   TRA 08-108
BILL/PARCEL NO. 062-214-090 Group
PAY TO THE ORDER OF:
Benchmarks Homes Twelve, LLC
309 2nd St. Ste. 3
Los Altos, CA 94022-3623

DATE 9/27/06
DATE OF WARRANT
AMOUNT $1,836.10

REFUND REQUIRED FOR THE FOLLOWING REASON:
Overpayment of 2006-2007 Actual Taxes
Cashier’s check # 40095544 $181,256.82
Amount due for parcels 062-214-090 $3,856.62
062-214-100 $3,818.42 and 062-214-060 $31,732.68

THE DATE OF THE ORIGINAL PAYMENT AND THE INSTALLMENT PAID IS SHOWN BELOW:
DATE OF ORIGINAL PAYMENT 9/27/06 ON □ FIRST □ SECOND □ BOTH

BY: ________________________________

□ Duplicate Payment    □ Over-Payment    □ Tax Bill Adjusted per ____________ on __________
DIFFERENCE REFUNDED.

REFUND TO TRUST FOR:
□ Cancelled—Escape NOT yet issued    □ Awaiting Add’l Funds    □ Controller’s ERROR Flag Set
□ Transfer to Another Dept./Account

OTHER ________________________________

The enclosed San Mateo County Warrant represents a refund of taxes from the Secured Tax Roll.

TO COUNTY CONTROLLER:
Please draw warrant against the Tax Collector’s Trust Fund to the Payee and for the amount shown above.

PLEASE CASH WITHIN 30 DAYS

COUNTY CONTROLLER
By______________________________

TAX COLLECTOR
By______________________________