



**Montara Water
and Sanitary District**
Serving the Community of Montara and Moss Beach

P.O. Box 370131
8888 Cabrillo Hwy
Montara, CA 94037-0131
t: 650.728.3545 • f: 650.728.8556

To sensitively manage the natural resources entrusted to our care, to provide the people of Montara - Moss Beach with reliable, high – quality water, wastewater, and trash disposal at an equitable price, and to ensure the fiscal and environmental vitality of the district for future generations. Be open to providing other services desired by our community.

AGENDA

District Board of Directors

October 21, 2021 at 7:30 p.m.

THIS MEETING WILL BE HELD REMOTELY UNDER PARAGRAPH (1) OF SUBDIVISION (e) OF GOVERNMENT CODE SECTION 54953 DUE TO THE CURRENT PROCLAIMED STATE OF EMERGENCY. THIS MEETING WILL NOT HAVE A PHYSICAL LOCATION.

Directors, staff and the public may participate remotely via the application ZOOM:

ZOOM MEETING INFORMATION:

WEBSITE: <https://us02web.zoom.us/j/89814009400?pwd=S0Vwa3g5Q09lQ2NZU01WdDRiM2d4dz09>

MEETING ID: 898 1400 9400

Password: 620765

CALL IN PHONE NUMBER: +1 669 900 9128

INSTRUCTIONS for remote access are available at <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>. You also may view video during the meeting via live stream or after the meeting at <https://videoplayer.telvue.com/player/wuZKb9gwEY7sMACllsr7VSJglB35kNZA/stream/159?fullscreen=true&showtabssearch=false&autostart=false> . If you experience technical difficulties or have technical questions prior to or during the meeting, please contact MWSD's IT support at (650) 728-7843.

Note: Public participation is not permitted during closed session discussion items.

Public Comment

In accordance with the Government Code, members of the public may address the Board on specific agenda items when the matter is announced by the Board President. Any other item of interest that is within the subject matter jurisdiction of the District may be addressed during the Oral Comments portion of the meeting. A "raise hand" button is available for every Zoom user wishing to speak and should be used to alert the President of the intent to comment.

Upon request, this Agenda and written agenda materials will be made available in appropriate alternative formats to persons with a disability. Request for a disability-related modification or accommodation in order to participate in the public meeting should be emailed to info@mwsd.net or submitted by phone at 650-728-3545 at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, and local orders, the format of this meeting may be altered, or the meeting may be canceled. You may check on the status of the meeting by visiting the District's website at: <http://mwsd.montara.org> .

CALL TO ORDER

ROLL CALL

PRESIDENT'S STATEMENT

ORAL COMMENTS (Items other than those on the agenda)

PUBLIC HEARING (none)

CONSENT AGENDA (none)

OLD BUSINESS (none)

NEW BUSINESS

1. [Review and Possible Action Concerning Filing Notice of Completion for the 2020-2021 Sewer Improvement Project and Spot Repairs.](#)
2. [Review and Possible Action Concerning Acceptance of the Agreement for Construction and Acquisition of Sewer Main Extension at 2190 Vallemar St.](#)
3. [Review and Possible Action to Designate Authorized Voter to Attend ACWA's General Session Meeting.](#)

REPORTS

1. Sewer Authority Mid-Coastside Meetings (Slater-Carter).
2. MidCoast Community Council Meeting (Slater-Carter).
3. CSDA Report (Lohman).
4. LAFCo Report (Lohman).
5. Attorney's Report (Fitzgerald).
6. Directors' Reports.
7. General Manager's Report (Heldmaier).

FUTURE AGENDAS

Water Rate Review

CONVENE IN CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code §54956.9(d)(1))

Case Name: *City of Half Moon Bay v. Granada Community Services District, et al.* (Santa Clara County Superior Court No. 17CV316927)

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to paragraph (2) of subdivision (d) of Gov. Code § 54956.9 (1 potential case)

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION (Government Code §54956.9(d)(4)) Initiation of Litigation (1 potential case)

REPORT OF ACTION TAKEN IN CLOSED SESSION, IF ANY

ADJOURNMENT

The District has a curfew of 10:30 p.m. for all meetings. The meeting may be extended for one hour by vote of the Board.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **October 21, 2021**

TO: BOARD OF DIRECTORS Type text here

FROM: Clemens Heldmaier, General Manager *CH*

**SUBJECT: Review and Possible Action Concerning Filing
Notice of Completion for the 2020-21 SEWER
IMPROVEMENT PROJECT AND SPOT REPAIRS.**

On October 20, 2020 Pacific Trenchless, Inc, of Oakland, entered into an agreement with the District for the construction of certain improvements to main lines in Montara and Moss Beach. The attached letter, dated October 1, 2021, from the District Engineer indicates that the work has now been successfully completed. Pippin Cavagnaro with Nute Engineering recommends a Notice of Completion be filed with the County Recorder. After expiration of a 35-day lien period, some additional line cleaning and CCTV, the 5% retention will be paid to the contractor.

RECOMMENDATION:

Authorize the General Manager to file the attached Notice of Completion with the County Recorder.

Attachments

RESOLUTION NO.

RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT ACCEPTING NOTICE OF COMPLETION FOR FISCAL YEAR 2020-21 SEWER IMPROVEMENT PROJECT AND SPOT REPAIRS, DECLARING SAID WORK IS COMPLETE, APPROVING AND AUTHORIZING RELEASE OF RETENTION AND FINAL PAYMENT FOR SAID WORK, DIRECTING FILING NOTICE OF COMPLETION UNDER THE CALIFORNIA CIVIL CODE 3093.

WHEREAS, in response to advertisement for sealed bids, two bids were received for the construction of the 2020-2021 Sewer Improvement Project and Spot Repairs (“Project”); and

WHEREAS, the bid of Pacific Trenchless, Inc. constituted the lowest responsible bid and the Project was awarded to said bidder; and

WHEREAS, an agreement with Pacific Trenchless, Inc. was entered into on October 20, 2020 for the construction of the Project, including additional CCTV and pipe cleaning; said Project has been completed and said bidder has completed said work.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT, A PUBLIC AGENCY IN THE COUNTY OF SAN MATEO, CALIFORNIA, AS FOLLOWS:

1. The above recitals are true and correct and incorporated herein by this reference.

2. The District Secretary is hereby authorized and directed to close the contract, file the Notice of Completion (NOC) with the San Mateo County Recorder, and return the retention holding and make the final payment to Pacific Trenchless, Inc. after 35 days from the filing the NOC.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

RESOLUTION NO.

RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT ACCEPTING NOTICE OF COMPLETION FOR FISCAL YEAR 2020-21 SEWER IMPROVEMENT PROJECT AND SPOT REPAIRS, DECLARING SAID WORK IS COMPLETE, APPROVING AND AUTHORIZING RELEASE OF RETENTION AND FINAL PAYMENT FOR SAID WORK, DIRECTING FILING NOTICE OF COMPLETION UNDER THE CALIFORNIA CIVIL CODE 3093.

* * * *

I HEREBY CERTIFY that the foregoing Resolution No. _____ was duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, San Mateo County, California, at a Regular Adjourned Meeting thereof held on the 21st day of October, 2021, by the following vote:

AYES, Directors:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District

Recorded at the Request of:

Montara Water & Sanitary District

When Recorded Mail to:

Montara Water & Sanitary District
8888 Cabrillo Highway
P.O. Box 370131
Montara, CA 94037

Space above this Line for Recorder's Use

NOTICE OF ACCEPTANCE OF COMPLETION

MONTARA WATER & SANITARY DISTRICT

2020-2021 Sewer Improvement Project
and Spot Repairs

NOTICE IS HEREBY GIVEN, Pursuant to Section 3093 of the Civil Code of the State of California, that Clemens Heldmaier, General Manager for and on behalf of Montara Water & Sanitary District, San Mateo County, California, on the 7th day of October, 2021, did file with the Secretary of said District a Statement of Completion of the following described work, the 2020-2021 Sewer Improvement Project And Spot Repairs, the contract for doing which was awarded to Pacific Trenchless, Inc. and entered into on October 20, 2020.

That said work and improvements are public improvements owned and held by said District for the benefit of the public, and were actually completed on September 30, 2021. Acceptance of completion of said work was ordered by the District Board of the Montara Water & Sanitary District on the 7nd day of October, 2021 and the name of the surety on the contractor's faithful performance bond for said project is Fidelity and Deposit Company of Maryland.

That said work and improvements consisted of the performing of all work and furnishing of all labor, materials, equipment and all utility and transportation services required for the installation of the 2020-2021 Sewer Improvement Project and Spot Repairs, all as more particularly described in the plans and specifications approved by the Board of Directors of said District.

The site of the construction and improvements was in and around Cedar, Harte, Stetson, and Virginia Streets.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

OWNER: Montara Water & Sanitary District
8888 Cabrillo Highway
P.O. Box 370131
Montara, CA 94037

Dated: October 7, 2021

Mr. Clemens Heldmaier
General Manager
Montara Water & Sanitary District



Civil & Sanitary Consultants

October 1, 2021

Mr. Clemens Heldemaier
Montara Water & Sanitary District
8888 Cabrillo Highway
P.O. Box 370131
Montara, CA 94037

Re: 2020-2021 Sewer Improvement Project and Spot Repairs
Statement of Completion

Dear Clemens:

Pacific Trenchless, Inc. has completed their work on the above referenced project and we recommend that the project be accepted and that the Notice of Completion be filed and retention paid after the thirty-five (35) day waiting period.

Very truly yours,

NUTE ENGINEERING

By:

A handwritten signature in blue ink, appearing to read "Pippin Cavagnaro", is written over a horizontal line. The signature is fluid and cursive in style.

Pippin Cavagnaro, PE

cc: Alan Casserly, PTI

AGREEMENT

MONTARA WATER AND SANITARY DISTRICT

San Mateo, California

2020-2021 SEWER IMPROVEMENT PROJECT AND SPOT REPAIRS

THIS AGREEMENT, made and entered into this 20th day of October, 2020, by and between Pacific Trenchless, Inc., hereinafter called "Contractor" and the Montara Water and Sanitary District, a public entity in San Mateo County, California, hereinafter called "District":

W I T N E S S E T H:

WHEREAS, the Board of Directors of the District has awarded a contract to Contractor for performing work hereinafter mentioned in accordance with the sealed bid of said Contractor.

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work: The Contractor shall perform, within the time stipulated, the contract as herein defined, of which this agreement is a component part, and shall provide and furnish all of the labor, materials, methods of processes, equipment, implements, tools, machinery and equipment and all utility, transportation and other services required to perform all of the work covered by the contract in connection with the construction of improvements for the District, in strict accordance with the specifications therefor entitled, "2020-2021 Sewer Improvement Project and Spot Repairs" dated July 2020, prepared by Nute Engineering, Civil and Sanitary Consultants, on file in the District's office, including any and all addenda issued by the District, the items and quantities of which are more particularly set forth in Contractor's bid therefor, and with the other contract documents hereinafter enumerated.

2. Time of Performance and Liquidated Damages: The Contractor shall not commence any work prior to the date of the Notice to Proceed and thereafter shall diligently prosecute the work to completion. The provisions with regard to said time of completion and liquidated damages are set forth in the specifications, which provisions are hereby referred to and incorporated herein by reference.

3. Payments: Payments will be made by the District to Contractor for said work performed at the times and in the manner provided in the specifications and at the prices stated in Contractor's Base Bid in the amount of Six Hundred Eighty-Nine Thousand Three Hundred Sixty Dollars and No Cents (\$689,360.00) plus the Additive Alternate Bid in the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Thirty-Four Dollars and No Cents (\$398,294.00) for a complete project total of One Million Eighty-Eight Thousand Two Hundred Ninety-Four Dollars and No Cents (\$1,088,294.00). For any monies earned by the Contractor and withheld by the District to ensure the performance of the contract, the Contractor may, at his/her request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contract Code of the State of California.

4. Component Parts: This contract shall consist of the following documents, each of which is on file in the office of the District Secretary and all of which are incorporated herein and made a part hereof by reference thereto:

- a) This Agreement
- b) Notice Inviting Sealed Bids
- c) Instructions to Bidders
- d) Accepted Bid
- e) Faithful Performance Bond and Payment Bond
- f) General Conditions
- g) Special Provisions
- h) Technical Provisions
- i) Appendices

- j) Design Standards
- k) Plans, Profiles and Detailed Drawings
- l) Written Addenda
- m) Written Amendments to the Contract signed by both parties
- n) Executed Change Orders, if any
- o) Written Interpretations issued by the District

5. Wage Scale: Reference is hereby made to the "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Division 2, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1," a copy of which is on file in the office of the District Secretary, the provisions of which are hereby specified as the rate of prevailing wage to be paid workers on this project.

6. Hours of Labor: The Contractor shall forfeit, as penalty to the District, Twenty-Five Dollars (\$25.00), for each worker employed in the execution of the contract by him/her or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3, (commencing with Section 1810) of the Labor Code of the State of California. Every Contractor and subcontractor shall keep an accurate payroll record, certify the records, and make them available for inspection pursuant to Labor Code Section 1776 and 1812.

7. Apprentices: In accordance with the provisions of Section 1777.5 of the Labor Code and in accordance with the rules and procedures of the California Apprenticeship Council, properly indentured apprentices shall be employed in the prosecution of the work. Civil Penalties of \$100 per day shall be assessed in accordance with Section 1777.7 of the Labor Code of the State of California for violation of Labor Code Section 1777.5.

Furthermore, a Contractor who knowingly violates Section 1777.5 shall be denied the right to bid on future public works contracts by the Administrator of Apprenticeship.

Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from Administrative of Apprenticeship.

8. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

9. Workers' Compensation Insurance: In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 5 (commencing with Section 1860) and Division 4, Part 1, Chapter 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of employee compensation and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation

or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing performance of the work of this contract.

IN WITNESS WHEREOF the Montara Water and Sanitary District, has caused these presents to be executed by its officers, thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

CONTRACTOR

By  _____

By Alan Casserly, V.P.

ATTEST:

MONTARA WATER AND SANITARY DISTRICT
a Public Entity

By _____

By  _____

(SEAL)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0303587
ISU Sander Jacobs Cassayre Insurance Services
3200 Villa Lane
Napa, CA 94558
CONTACT NAME: Melissa Bishop
PHONE (A/C, No, Ext): (707) 252-8822
FAX (A/C, No): (707) 253-8255
E-MAIL ADDRESS: certificates@sanderjacobs.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Indemnity Co. of Connecticut 25682
INSURER B: Travelers Property Casualty Co of America 25674
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
E: 2020-2021 Sewer Improvement Project and Spot Repairs, Montara, CA
When required by written contract, attached endorsements apply.

Activities: Montara Water and Sanitary District; San Mateo County; Nute Engineering; Sewer Authority Mid-Coastside; Caltrans

CERTIFICATE HOLDER: Montara Water and Sanitary District, 8888 Cabrillo Hwy, Montara, CA 94037
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY-NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION
(CONTINUED ON IL T8 03}

ADDRESS:

1776 11TH STREET

OAKLAND
CA
94607

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: C0-8B758795

ISSUE DATE: 05-27-20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION/NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW {Nonrenewal):

Number of days Notice:

PROVISIONS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION -ALL PROJECTS SUBJECT TO A WRAP-UP INSURANCE PROGRAM WITH LIMITED EXCEPTIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Wrap-up Insurance Programs

"Bodily injury" or "property damage" arising out of any project that is or was subject to a "wrap-up insurance program".

This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" arising out of your ongoing operations that:
 - (a) Are being performed at any location owned by, or rented to, you that is outside the project site for that project and is not covered by the "wrap-up insurance program" for that project; or
 - (b) Are punch list or warranty work, if coverage was available to the insured under the "wrap-up insurance program" for "bodily injury" and "property damage" arising out of your ongoing operations and the "bodily injury" or "property damage" occurs after the expiration of all such coverage.

The above exceptions in this exclusion do not apply to "bodily injury" or "property damage" included in the "products-completed opera-

tions hazard" even if you are required to provide such coverage for an additional insured by a written contract or agreement; or

- (2) "Bodily injury" or "property damage" arising out of "your work" on or for any project shown in the Schedule Of Designated Projects below that is performed on or after the date specified for that project in such Schedule, if coverage was available to the insured under the "wrap-up insurance program" for "bodily injury" and "property damage" and the "bodily injury" or "property damage" occurs after the expiration of all such coverage.

2. The following is added to the **DEFINITIONS** Section:

"Wrap-up insurance program" means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which:

- a. Some or all of the contractors working on a specific project, or specific projects, are required to enroll in a program to obtain insurance that:
 - (1) Includes the same or similar insurance as that provided by this Coverage Part; and
 - (2) Is issued specifically for injury or damage arising out of such project or projects; and
- b. You are or were enrolled or allowed to enroll.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II – Who Is An Insured.**

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY- NOTICE OF
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

**PERSON OR
ORGANIZATION:** SEE CA TS 01

ADDRESS: SEE CA TS 01
OAKLAND CA 94607

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION/NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

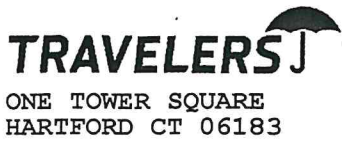
SCHEDULE

CANCELLATION:	Number of Days Notice: 60
WHEN WE DO NOT RENEW (Nonrenewal):	Number of days Notice: 60

PROVISIONS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-5K033397-20-2S-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that, WHEREAS, the Board of Directors of the Montara Water and Sanitary District, San Mateo County, State of California, has awarded to Pacific Trenchless, Inc., hereinafter designated as the "Principal," a Contract, the terms and provisions of which Contract are incorporated herein by reference, for constructing 2020-2021 Sewer Improvement Project And Spot Repairs, And

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as surety, are held and firmly bound unto the Montara Water and Sanitary District, San Mateo, California, in the penal sum of the Base Bid in the amount of Six Hundred Eighty-Nine Thousand Three Hundred Sixty Dollars and No Cents (\$689,360.00) plus the Additive Alternate Bid in the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Thirty-Four Dollars and No Cents (\$398,294.00) for a complete project total of One Million Eighty-Eight Thousand Two Hundred Ninety-Four Dollars and No Cents (\$1,088,294.00), lawful money of the United States, being one hundred percent (100%) of the Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Contract and any alterations made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Montara Water and Sanitary District, its officers and agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation shall hold good for a period on one (1) year after the completion and acceptance of the said work, during which time, if the above bounden Principal, Principal's heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said District from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty installation, in the prosecution of the work done, the above obligation shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect its obligations

on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the District, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said District, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

In WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this 8 day of OCTOBER, 2020, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Principal Secretary

(SEAL)

Witness as to Principal

Address

Karen M Willback

Witness to Surety
KAREN M. WILLBACK, BOND ACCOUNT MANAGER
3200 VILLA LANE, NAPA, CA 94558

Address

PACIFIC TRENCHLESS, INC.

Principal

By

[Signature]

ALAN CASSERLY
VICE PRESIDENT

1776 11TH STREET, OAKLAND, CA 94607

Address

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

525 MARKET ST. #2900, SAN FRANCISCO, CA 94105

Address

(415) 538-7184

Telephone

BY:

Bryan T. Richmond
Attorney-in-Fact BRYAN RICHMOND

3200 VILLA LANE, NAPA, CA 94558

Address

If CONTRACTOR is partnership, all partners must execute BOND.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 NAPA)

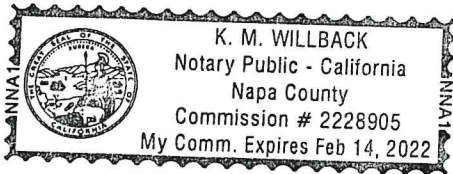
On OCTOBER 8, 2020 before me, K. M. WILLBACK, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared BRYAN RICHMOND
Name(s) of Signer(s)

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 *KM Willback*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Pacific Trenchless, Inc., as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, organized and existing under the laws of the State of ILLINOIS, and authorized to execute bonds and undertaking as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 3181, whose claim has not been paid by the Contractor, company or corporation in the aggregate total of Base Bid in the amount of Six Hundred Eighty-Nine Thousand Three Hundred Sixty Dollars and No Cents (\$689,360.00) plus the Additive Alternate Bid in the amount of Three Hundred Ninety-Eight Thousand Nine Hundred Thirty-Four Dollars and No Cents (\$398,294.00) for a complete project total of One Million Eighty-Eight Thousand Two Hundred Ninety-Four Dollars and No Cents (\$1,088,294.00), (being 100% of the Contract amount) for payment whereof, well and truly to be made, said Principal and Surety bond themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that, whereas the above bounden Principal has entered into a Contract dated October 20th, 2020, with the Montara Water and Sanitary District, to do the following work, to wit: Construct the 2020-2021 Sewer Improvement Project And Spot Repairs.

NOW, THEREFORE, if the above bounden Principal or his/her subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor or his/her subcontractor pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, the surety will pay for the same, in the amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Section 3247 to 3252, inclusive, and all amendments thereto.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the District, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said District, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 8 day of OCTOBER, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Principal Secretary

PACIFIC TRENCHLESS, INC.

Principal

(SEAL)

By 
ALAN CASSERLY

Witness as to Principal

VICE PRESIDENT

Address

1776 11TH ST., OAKLAND, CA 94607

Address



Witness to Surety

FIDELITY AND DEPOSIT
COMPANY OF MARYLAND

Surety

KAREN M. WILLBACK, BOND ACCOUNT MANAGER
3200 VILLA LANE, NAPA, CA 94558

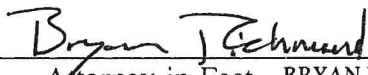
525 MARKET ST. STE 2900, SAN FRANCISCO, CA 94105

Address

Address

415-538-7184

Telephone

BY: 

Attorney-in-Fact BRYAN RICHMOND

3200 VILLA LANE, NAPA, CA 94558

Address

If CONTRACTOR is partnership, all partners must execute BOND.
The signature of the Surety on this bond must be acknowledged before a Notary Public.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

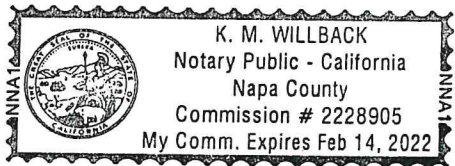
State of California)
County of NAPA)

On OCTOBER 8, 2020 before me, K. M. WILLBACK, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared BRYAN RICHMOND
Name(s) of Signer(s)

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 *KM Willback*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jeffrey D. ERICKSON, Karen M. WILLBACK, Robert E. CHOVICK, Michael BOGGES, Clay THOMPSON and Bryan RICHMOND, all of Napa, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of April, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 25th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8 day of OCTOBER, 2020.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **October 21, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager *CH*

SUBJECT: Review and Possible Action Concerning Acceptance of the Agreement for Construction and Acquisition of Sewer Main Extension at 2190 Vallemar St.

In January 2020, Moss Beach Associates, LLC, put in an application for a new construction and sewer connection permit for proposed development of the Property designated "Vallemar Street at Juliana Avenue, Moss Beach, CA", 2190 Vallemar Street, Moss Beach. The existing District owned and maintained sewer main pipe must be extended further north in Vallemar Street to the frontage of the applicant's property to allow for a perpendicular sewer lateral connection to the District main.

The sewer plan has been reviewed by the District's Sewer Engineer Nute Engineering for the "Vallemar Street at Juliana Avenue, Moss Beach, CA Property" and the completed construction by the applicant's contractor. The work is now completed and the applicant requests the District accept the new sewer. The pipe is ready to be put into service and the terms of Agreement for Construction and Acquisition of Sewer Main Extension at 2190 Vallemar St, which will include a one-year warranty bond and the applicant paying all costs and related fees, have been met.

Once the sewer permit Final is issued to San Mateo County, the warranty period will start.

Pippin Cavagnaro, P.E., from Nute Engineering, will review the sewer with the SAM maintenance crew, and after the year warranty has concluded will determine if any deficiencies in the pipeline exist. The applicant will be responsible for corrections if needed. Thereafter, the remainder of the unused Bond payment will be refunded to the applicant.

Based on the foregoing, staff recommends that the Board approve the final construction and accept the sewer extension as part of the District's sanitary sewerage system.

RECOMMENDATION:

For the Board adopt RESOLUTION NO. next in order, RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING COMPLETION OF THE SEWER MAIN EXTENSION AND ACCEPTING SAID IMPROVEMENTS INTO THE DISTRICT'S SANITARY SEWERAGE SYSTEM (Moss Beach Associates; 2190 Vallemar St.; APNS 037-086-230, -240, -250, -260, -270, -280 and -290)

Attachment

RESOLUTION NO. _____

RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING COMPLETION OF THE SEWER MAIN EXTENSION AND ACCEPTING SAID IMPROVEMENTS INTO THE DISTRICT'S SANITARY SEWERAGE SYSTEM (Moss Beach Associates; APNS 037-086-230, -240, -250, -260, -270, -280 and -290)

WHEREAS, Moss Beach Associates, LLC ("Applicant") owns real property located at 2190 Vallemar Street and Juliana Avenue, Moss Beach, California, as more particularly described as Assessor Parcel Numbers 037-086-230, -240, -250, -260, -270, -280 and -290 and for proposed development of the Property located and designated "Vallemar Street at Juliana Avenue, Moss Beach, CA" ("Real Property"); and

WHEREAS, Applicant applied for a permit to connect and serve the Real Property to the District's sewer system ("Permit") in accordance with the Montara Water and Sanitary District ("District") Code Section 3-6.100, which requires the financing, construction and dedication of a public sewer extension ("Sewer Main") beyond the District's existing facilities; and

WHEREAS, Applicant submitted plans, profiles and specifications for the Sewer Main, which have been reviewed and approved by the District's Sewer Engineer for conformance with District's requirements under District Code Section 3-6.300; and

WHEREAS, pursuant to District Code Section 3-4.300, the District and the Applicant entered into an agreement entitled "Agreement for Construction and Acquisition of Sewer Main Extension" for the construction, installation and acquisition by the District of the Sewer Main ("Agreement"); and

WHEREAS, Applicant has completed construction and installation of the Sewer Main, which has been reviewed and approved by the District's Sewer Engineer as conforming with the plans, profiles and specifications for the Sewer Main and with the regulations of the District, and has made a request that the District accept all right, title and interest in and to said improvements for public use and inclusion into the District's sanitary sewerage system pursuant to the Agreement; and

WHEREAS, based on the approval and recommendation of the District's Sewer Engineer for conformance with District's requirements, the District Board desires to approve completion of the Sewer Main and to accept the Sewer Main for inclusion into the District's sanitary sewerage system.

RESOLUTION NO. _____

RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING COMPLETION OF THE SEWER MAIN EXTENSION AND ACCEPTING SAID IMPROVEMENTS INTO THE DISTRICT'S SANITARY SEWERAGE SYSTEM (Moss Beach Associates; APNS 037-086-230, -240, -250, -260, -270, -280 and -290)

NOW, THEREFORE, be it resolved by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, as follows:

1. The foregoing Recitals are true and correct and incorporated herein by this reference.
2. The District hereby approves and accepts all right, title and interest in and to the Sewer Main as described herein, which was built for a public use, and authorizes issuance and submittal of the final Permit.
3. The President of the District's Board and the Secretary of the District are hereby authorized to execute and attest thereto, respectively, a Certificate of Acceptance of the Sewer Main.
4. The District's acceptance of the Sewer Main is conditional upon the warranty by Applicant for a period of one-year from the date of acceptance.
5. Upon expiration of the one-year warranty bond period from the date of submittal of the final Permit, the District Manager is authorized to return any unused remainder of said bond, subject to Applicant's completion of corrections or repairs to defects in materials or workmanship in the Sewer Main, if any, as determined by the District's Sewer Engineer.
6. The District Manager is hereby authorized to present a certified copy of this Resolution and/or the Certificate of Acceptance to the Assessor-County Clerk-Recorder of the County of San Mateo for recordation in the Official Records of said County.
7. This Resolution is effective upon its adoption.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

RESOLUTION NO. _____

RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING COMPLETION OF THE SEWER MAIN EXTENSION AND ACCEPTING SAID IMPROVEMENTS INTO THE DISTRICT'S SANITARY SEWERAGE SYSTEM (Moss Beach Associates; APNS 037-086-230, -240, -250, -260, -270, -280 and -290)

* * * *

I HEREBY CERTIFY that the foregoing Resolution No. _____ duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Regular Adjourned Meeting thereof held on the 21st day of October 2021, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District

CERTIFICATE OF ACCEPTANCE OF SANITARY SEWER IMPROVEMENTS

Pursuant to duly adopted Resolution by the Board of Directors accepting sewer system improvements, this is to certify that the Montara Water and Sanitary District (“District”), a public agency, hereby accepts for public purposes all right, title and interest in and to the sanitary sewer improvements, described in that certain agreement titled “Agreement for Construction and Acquisition of Sewer Main Extension (APNS 037-086-230, -240, -250, -260, -270, -280 and -290)” dated January 31, 2020 and recorded in the official records of the County of San Mateo, document # 2020-011107 on February 10, 2020, from Moss Beach Associates, a California Limited Liability Company, and the District hereby accepts said Certificate of Acceptance and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ day of _____, 2021.

MONTARA WATER AND SANITARY DISTRICT

By _____
President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

Moss Beach Associates, LLC

October 12, 2021

Clemens Heldmaier
General Manager
Board of Directors
Montara Water and Sanitary District
Post Office Box 370131
8888 Cabrillo Highway
Montara, CA 94037

Subject: Vallemar Street Sewer Extension

Dear Clemens and Board,

By this letter we hereby formally request acceptance of the line and to start the warranty period for the newly installed sewer extension on Vallemar Street.

Thank You



Owen Lawlor

Managing Member

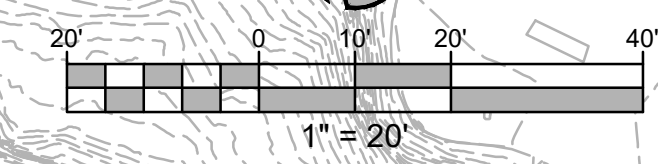


- ### SHEET NOTES
- GRAVITY SANITARY SEWER MAIN PER SEWER MAIN PROFILE P1/C5.0, PER SD4.0/C8.1 WHEN SEPARATION FROM WATER MAIN IS GREATER THAN TEN FEET AND PER DET 1/C8.2, ZONE B OPTION 3 WHEN SEPARATION IS LESS THAN TEN FEET. SEPARATION BETWEEN WATER MAIN AND SANITARY SEWER SHALL NEVER BE LESS THAN 4 FEET LATERALLY. SEWER PIPE AND FITTINGS SHALL BE PVC D3034 SDR-26 WITH RUBBER RING JOINTS AND ENCASED IN 2 SACK SAND CEMENT SLURRY
 - GRAVITY SANITARY SEWER LATERAL PER DETAIL SD4.0 & SD5.0/C8.1. TERMINATE AT OR NEAR THE PROPERTY LINE PER NOTE 1, SD5.0/C8.1
 - LOT 4 SANITARY SEWER PRESSURIZED LATERAL PER DETAIL SD17.0 & SD4.0/C8.1, LOT 4 UTILITY PLAN SHEET C3.4 AND LOT 4 SEWER PROFILE 1/C5.4
 - LOT 4 SANITARY SEWER GRAVITY LATERAL PER DETAIL SD4 & SD5.0/C8.1, LOT 4 UTILITY PLAN C3.4 AND LOT 4 SEWER PROFILE 1/C5.4
 - PROPOSED UNDERGROUND ELECTRIC BY OTHERS
 - PROPERTY LINE
 - MANHOLE PER SD1.0, SD2.0 & SD2.1/C8.2
 - EX SSMH. PER SECTION 14-08 E OF MONTARA WATER AND SANITARY DISTRICT SEWER STANDARD SPECIFICATIONS CONNECT NEW SS PIPE PER SD 2.0 & SD 2.1/C8.2. RESHAPE FORM FLOW CHANNELS AS NECESSARY THROUGH MH. REPAIR CONCRETE AT NEW PIPE PENETRATION.
 - CLEANOUT AND 18"x19-1/2" PRECAST CONC UTILITY BOX CHRISTY B24 W/CLID OR EQUAL PER SD17.0/C8.1
 - WATER MAIN CROSSING, MAINTAIN MORE THAN ONE FOOT VERTICAL SEPARATION PER SD20/C8.2
 - AT&T CONDUIT INTENT PER PG&E JOINT TRENCH DETAIL FOR AT&T REVIEW
 - EXISTING JOINT POLE
 - PROTECT EXISTING UTILITIES IN PLACE. CALL USA PRIOR TO TRENCHING AND FIELD VERIFY PRIOR TO EXCAVATION.
 - JOINT UTILITY TRENCH SEPARATION FROM EXISTING SANITARY SEWER IS NON-STANDARD. DEPTH OF SANITARY SEWER IS APPROXIMATELY GREATER THAN 10 FEET. CONCRETE SEPARATION AND PRIOR MUTUAL AGREEMENT BETWEEN ALL PARTIES WILL BE REQUIRED PER DET 7/C8.0 NOTE 6
 - WATER MAIN BASED ON LOCATOR DATA
 - WATER MAIN BASED ON CONTRACTOR POTHOLE DATA
 - OLD SEWER FORCE MAIN BASED ON CONTRACTOR POTHOLE DATA
 - NEW SEWER FORCE MAIN BASED ON CONTRACTOR POTHOLE DATA

LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE ONLY APPROXIMATE. THE EXISTING UTILITIES SHOWN WERE PLOTTED USING INCOMPLETE AND IMPRECISE RECORDS. IT SHOULD BE EXPRESSLY UNDERSTOOD THIS INFORMATION DOES NOT NECESSARILY REPRESENT ACTUAL OR COMPLETE SITE CONDITIONS OR SHOW DETAILS OF EXACT LOCATION, DEPTH OR OTHER CONSTRUCTION FEATURES OF THESE UTILITIES. NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO THE COMPLETENESS OR ACCURACY OF THIS INFORMATION IS SET FORTH HEREIN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THIS INFORMATION WITH THE AFFECTED UTILITIES PRIOR TO EXCAVATION. THE CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" AT 1-800-542-2444 OR 8-1-1 FOR THE MARKING OF UNDERGROUND FACILITIES AT LEAST 2 DAYS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL HAND DIG AND LOCATE ALL UTILITIES THAT MAY BE AFFECTED BY THE NEW FACILITIES IN THIS CONTRACT TO VERIFY ACTUAL DEPTH AND LOCATION OF UTILITIES AND REPORT POTENTIAL CONFLICTS TO THE OWNER'S REPRESENTATIVE. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES WHETHER SHOWN OR NOT AND IS RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES.

SANITARY SEWER EXTENSION PLAN

SCALE: 1" = 20'



Offsite SS As Built dated 9/20/21
 Contractor: Andreini Bros Inc
 Revised 9/29/21

DATE	10/16/2019	BY	RTG
DATE	12/8/2019	BY	RTG
DATE	4/30/2020	BY	JMP
DATE	8/11/2020	BY	RTG
DATE	3/9/2021	BY	RTG

DESCRIPTION	PLAN CHECK RESPONSE
DESCRIPTION	SEWER MAIN EXTENSION SUBMITTAL
DESCRIPTION	GEO/TECHNICAL REVIEW PLAN CHECK RESPONSE
DESCRIPTION	AT&T TRENCH
DESCRIPTION	REALIGN SEWER MAIN WITH DISTRICT REVISIONS

REGISTERED PROFESSIONAL ENGINEER
 ROBERT T. CHATILL
 No. 67723
 State of California

PREPARED AT THE REQUEST OF
 MOSS BEACH ASSOCIATES
 677 SPRING ST
 SANTA CRUZ, CA 95060

SANITARY SEWER EXTENSION PLAN
 VALLEMAR STREET & JULIANA AVENUE
 MOSS BEACH, CALIFORNIA

DRAWN BY:	AG
CHECKED BY:	RTG
JOB NUMBER:	15147-5
SHEET	C3.0

I:\15147 Moss Beach Assoc - CE\DWG\C3.0 UTILITY AND DRAINAGE PLAN.dwg, 3/9/2021 10:37:17 AM, DWG to PDF, P3

2020-011107 CONF

8:47 am 02/10/20 AG Fee: NO FEE

Count of pages 46

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



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

Montara Water and Sanitary District
Attn: Clemens Heldmaier, General Manager
8888 Cabrillo Hwy
P.O. Box 370131
Montara, CA 94037

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES
PURSUANT TO GOV. CODE SEC. 27383

**AGREEMENT FOR CONSTRUCTION AND
ACQUISITION OF SEWER MAIN EXTENSION**
(APNs: 037-086-230, -240, -250, -260, -270, -280 and -290)

THIS AGREEMENT, made and entered as of January 31, 2020 by and between the **MONTARA WATER AND SANITARY DISTRICT**, a public agency in the County of San Mateo, California ("District;" also "Party") and **Moss Beach Associates, LLC**, a California Limited Liability Corporation ("Applicant;" also "Party").

WITNESSETH:

WHEREAS, Applicant is the fee owner of the real property described in Exhibit "A" hereof and by this reference incorporated herein ("Property;" also designated by Assessor Parcel Numbers 037-086-230, -240, -250, -260, -270, -280 and -290); and

WHEREAS, environmental review pursuant to the California Environmental Quality Act (Pub. Res. C. §21000 et seq.) for proposed development of the Property designated "Vallemar Street at Juliana Avenue, Moss Beach, APNs: 037-086-230, -240, -250, -260, -270, -280 and -290" has been completed and a final subdivision map or lot line adjustment of the Property and related entitlements have been conditionally approved by the County of San Mateo as set forth in the Letter of Decision, PLN 2015-00380, dated March 1, 2019 (a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein), including the condition that sewer service is available for the Property to be provided by District; and

WHEREAS, Applicant has applied for a permit to connect the Property to District's sewer system pursuant to the provisions of Section 3-6.100, et. seq. of the Montara Water and Sanitary District Code ("District Code"); and

WHEREAS, a sewer main extension ("Extension") is required in order to serve the Property, along with the pertinent conditions set forth in the District's "Recommended Conditions of Approval for PLN2015-00380, APN 037086230, Graham Dick et al, 0 Vallemar & Juliana St., Moss Beach" dated May 18, 2017 submitted in connection with approval by the County of San Mateo of the final subdivision map or lot line adjustment of the Property, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference; and

WHEREAS, an abandoned sewer line ("Abandoned Sewer") currently lies within the Property; and

WHEREAS, Applicant has submitted plans, profiles, drawings and specifications for the Extension which have been approved by District's Engineer, and considered and approved by the District's governing Board, for conformance with District's requirements under District Code Section 3-6.300; and

WHEREAS, this Agreement is entered into pursuant to District Code Section 3-6.100, et. seq.;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Extension.** Applicant shall, at Applicant's own cost and expense, construct or provide for the construction of the Extension and furnish all the materials, equipment, machinery, vehicles and perform all labor, and do all other work necessary to complete the construction in strict accordance with the plans, profiles, drawings and specifications (collectively, "Plans") prepared for Application by Rodney Cahill, Registered Professional Engineer entitled, "Vallemar Street & Juliana Avenue Moss Beach, California," dated 12/4/2019, prepared by Mesiti-Miller Engineering, Inc., and approved by District's governing Board on January 16, 2020, including District's Standard Specifications on file in District's Administrative Offices, the applicable provisions of which are incorporated herein by this reference. If a conflict exists between the Plans and District's Standard Specifications or the District's Code for a particular portion or component of the Extension, the stricter standard shall govern to the extent of such

conflict. Applicant shall complete construction of the Extension subject to such exceptions and time extensions as may be allowed under Paragraph 12 (Force Majeure) or otherwise approved for good cause by District's Sanitary System Engineer, on or before January 16, 2021.

2. Inspection. Applicant hereby grants District, its officers, employees, consultants, agents and designees the right and permission to enter upon the Property and the construction site or sites of the Extension to inspect the work of construction and to test or observe the testing of the Extension to ensure that the Extension are constructed in accordance with the Plans and applicable provisions of District's Code and otherwise conform to the conditions for approval and acceptance of the Extension by District.

3. Property Interests. Prior to commencing construction of the Extension, Applicant shall submit to District for review deed(s) of easement(s), or other evidence(s) of property interest(s) title to which is vested in Applicant and is otherwise sufficient and free of encumbrances or claims by others to allow for the construction of the Extension by Application, for District's right of entry pursuant to Paragraph 2 herein and for District's acceptance of the Extension. Upon completion of construction of the Extension and acceptance thereof by District, Applicant shall grant District an easement, or such other property interest as may be specified by District, in the real property in which the Extension and appurtenances are located and convey title to the Extension and appurtenances to District free and clear of any encumbrances, except such encumbrances as may expressly in writing be accepted by District. Such easement or other interest shall include, without limitation, the right to operate, maintain, repair, replace (in the original or any other size), construct and install a sewer main or mains and appurtenances thereto. Applicant agrees and covenants that, prior to execution of such conveyances, Applicant shall not convey to any other person or entity or entities the same interest or any other interest that may conflict with the interest or interests to be conveyed to District. Title to the Extension and associated easements or other requisite property interests (as determined by District) shall vest absolutely in District upon District's acceptance thereof. Conveyance of title to District shall be conducted through escrow acceptable to District. All conveyancing costs including, without

limitation, costs of preparing documents, escrow, title insurance for the benefit of District, and recordation shall be borne by Applicant. All deeds or other form of conveyancing documents described above shall be subject to approval by District's legal counsel. Applicant shall, prior to commencement of construction of the Extension, obtain and provide District with a copy of a title report for the Property and such other property within which the Extension is to be constructed.

4. Security. Prior to commencing construction of the Extension, Applicant shall file with or provide to District's General Manager a faithful performance bond or cash deposit in the amount of the total estimated cost of the work securing payment for all work and the construction of the Extension within the time herein specified. The amount of the security shall be One-Hundred Ninety-nine Thousand Five-Hundred and Six dollars and No One Hundredths Dollars (\$199,506.00.) The cash deposit or faithful performance bond shall be conditioned upon the performance of the terms and conditions of the Permit and shall guarantee the correction of faulty workmanship and the replacement of defective materials for a period of one (1) year after the date of acceptance of the work.

Likewise prior to commencing construction of the Extension, Applicant shall file with District's General Manager a payment bond securing payment by Applicant of all costs for labor and materials incurred in the construction of the Extension and all other work herein agreed to be performed by Applicant. The amount of the security shall be One-Hundred Ninety-nine Thousand Five-Hundred and Six dollars and No One Hundredths Dollars (\$199,506.00).

The aforementioned security shall include, in addition to the principal amounts, guarantee of the payment of costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by District in the event of successful enforcement of such security. All bonds shall be issued by California admitted surety insurers satisfactory to the District.

5. Reimbursement; Deposits for District's Costs. The Parties acknowledge that Applicant has deposited with District the sum of Six Thousand and No One Hundredths Dollars (\$6,000.00), (the "Initial Deposit") receipt of which is hereby acknowledged by District. The deposit shall be used by District to pay for its costs

incurred in administering this Agreement and carrying out its duties for construction and acceptance of the Extension including, without limitation, costs of reviewing the Plans for the Extension, costs incidental to inspection of the construction of the Extension, administrative, engineering and legal services costs and other costs and expenses incurred by District pursuant to the aforesaid District Code Sections or otherwise related to this Agreement and construction of the Extension.

If the Initial Déposit is insufficient to pay all such estimated costs and expenses, District shall notify Applicant in writing thereof, whereupon Applicant shall replenish the deposit in the amount estimated by District that is necessary to cover District's remaining estimated costs and expenses. If such insufficiency occurs, District shall not be obligated to perform any further services hereunder or under the District Code unless and until a replenishment deposit is made. Upon completion of the construction of the Extension, Applicant shall pay any additional costs and expenses of District not covered by the Initial Deposit and, if applicable, replenishments thereof, prior to acceptance of the Extension by District. District shall refund to Applicant any balance of the deposit(s) remaining after acceptance of the Extension.

Applicant hereby acknowledges and agrees that the aforesaid deposit(s) shall not be deemed as payment, or excuse payment, of any other fees and charges duly imposed by District and payable by Applicant for use of, or connection to, District's sewer system.

6. Hold Harmless. Applicant shall protect, indemnify, and hold harmless District, its governing board, committees, officers, employees, agents and consultants (collectively, "Indemnitees") from and against any and all liabilities, losses, damages, claims, expenses, causes of action and judgments, including reasonable attorneys' fees, arising out of or attributable to Applicant's performance or failure to perform under this Agreement or relating to the Abandoned Sewer including, without limitation, any accident, occurrence or incident related to the construction of the Extension, or the negligent performance of, or failure to perform, any other responsibility of Applicant hereunder. Applicant shall also protect, indemnify, and hold harmless Indemnitees from and against any and all liability related to the use of any copyrighted material in the Plans or the use of any patent or patented article or process by Applicant in the

construction of the Extension. Applicant's duty to defend and indemnify includes the responsibility to provide legal representation, the selection of whom shall be subject to District's approval.

Applicant's obligation to indemnify, hold harmless and defend District shall extend to injuries to property or persons and damages to or alleged taking of property resulting from the design or construction of the Extension and shall likewise extend to adjacent property owners asserting claims based upon the design or construction of the Extension. District's acceptance of the Extension shall not constitute an assumption by District of any responsibility or liability for any damage or alleged taking of property referenced herein. District shall not be responsible or liable for the design or construction of the Extension or for the subdivision that includes the Extension. After District's acceptance of the Extension, Applicant shall remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction; provided, however, that Applicant shall not be responsible for routine maintenance. Applicant acknowledges and agrees that Applicant shall be responsible and liable for the design and construction of the Extension and other work done pursuant to this Agreement, and District shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying the Plans or in inspecting, reviewing or approving any work related to construction of the Extension. Applicant's Improvement security shall not be required to secure Applicant's obligations under this Paragraph beyond the one-year guarantee and warranty period described in Paragraph 10. If, in any judicial proceedings involving statutory immunity under the Tort Claims Act (Government Code 810, et seq.) asserted by District, or its officers, employees, agents or consultants is determined by a court of competent jurisdiction to be inapplicable or unavailable to immunize District, or its officers, employees, agents or consultants, from potential liability for any alleged acts or omissions under this Paragraph, then such rights or obligations of indemnification hereunder shall be governed by principles of comparative fault.

7. Insurance. Applicant shall obtain and maintain in full force and effect during the term of this Agreement, at Applicant's cost, a comprehensive general liability insurance policy naming District, its governing board, commissions, committees,

officers, agents, and employees (collectively, "District's Insureds") as insureds or additional insureds, insuring them against liability for personal injury (including death) and property damage (including loss of use thereof) arising out of the construction of the Extension or from Applicant's performance or failure to perform Applicant's obligations under this Agreement. Said insurance shall be in the minimum limits of \$1,000,000 for personal injuries to, or death of, any one person, \$3,000,000 for personal injuries or death arising out of any one occurrence and \$1,000,000 for property damage arising out of any one occurrence. Said insurance shall expressly insure against contractual liability assumed by Applicant under this Agreement including, without limitation, the provisions of Paragraph 1.

The foregoing policies or endorsements thereto shall provide that: (i) the insurer shall notify District in writing thirty (30) days in advance of the insurer's intention to cancel or materially change the terms of said policy or policies, (ii) coverage for District's Insureds shall be severable from that of other insureds if the insurance covers Applicant, another entity, or person(s) in addition to District's Insureds (cross liability or severability of interest provision) and (iii) such insurance shall be primary regarding District's Insureds and that any insurance or self-insurance maintained by District shall be excess of Applicant's insurance, and not contributory with it. Upon execution of this Agreement Applicant shall file with District's General Manager copies of the policies or the policies' declaration page(s) or information page(s) with such endorsements that show compliance with all of the requirements of this Paragraph, together with a certificate or certificates of the insurance.

8. Acceptance. Construction of the Extension in conformance with the Plans and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code shall be subject to the approval of District's Sanitary System Engineer. Upon completion of the construction in full compliance with this Agreement and upon recommendation of said Engineer, District shall accept the Extension. The security required hereunder shall not be released until such acceptance. Upon acceptance, Applicant shall furnish District with a complete set of the Plans and drawings showing the Extension in their actual or "as built" condition and location.

9. Time of the Essence. Time is of the essence of this Agreement and if Applicant defaults in the performance of Applicant's obligations hereunder not excused by reason of Force Majeure under paragraph 12, Applicant hereby agrees that District may, at District's option: (i) treat any deposits and payments made by Applicant hereunder as compensation or reimbursement for District's costs and expenses hereunder and terminate this Agreement, or (ii) if District desires that the Extension shall be completed, District may enforce the provisions hereof against Applicant and Applicant's sureties and recover any and all costs incurred therewith, including, without limitation, costs of suit and reasonable attorney's fees.

10. Guarantee of Workmanship and Materials. Applicant agrees that, if within a period of one (1) year after acceptance of the Extension, the Extension or any part or component thereof fails to fulfill any of the requirements of this Agreement, or of the Plans, District's Standard Specifications and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code, Applicant shall, upon written notice from District directing the work to be done, without delay and without any cost to District, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Extension. Should Applicant fail to act promptly to make such repair, replacement, or reconstruction, or otherwise to act in accordance with the requirement to repair, replace, or reconstruct, or should the exigencies of the case require that repair, replacement, or reconstruction be made before Applicant can be notified, District may, at its option, make the necessary repair, replacement, or reconstruction or perform the necessary work, and Applicant shall pay to District the actual cost of thereof plus fifteen (15) percent.

11. Security to Insure Guarantee. Applicant agrees, as a condition precedent to District's acceptance of the Extension, to submit to District a bond or cash deposit in the amount of ten percent (10%) of the costs of construction of the Extension guaranteeing and securing to District Applicant's compliance with the provisions of Paragraph 10 for a period of one (1) year after acceptance of the Extension by District. Applicant shall provide District copies of all invoices for and proof of payment of the costs of construction of the Extension concurrently with submittal of the bond or cash deposit.

12. Force Majeure. Applicant shall not be in default of any provision of this Agreement where timely performance or timely compliance thereof is prevented by acts of God, including natural disasters, or unusually inclement weather, civil emergencies, inability to obtain materials (except for such inability occasioned by the act, or failure to act, of Applicant), unanticipated change in governmental regulations, labor strike or disturbance (except that pertaining to Applicant's employees or agents) or similar acts which are beyond Applicant's reasonable ability to control; provided, that Applicant shall be obligated to perform or comply within a reasonable time after the event or action which precluded Applicant's timely performance no longer exists.

13. Independent Contractor. Neither Applicant, nor any of Applicant's agents or contractors are, or shall be, agents or employees of District in connection with the performance of Applicant's obligations under this Agreement. Applicant is, and shall be, an independent contractor hereunder.

14. Release and Discharge. To the extent that Applicant's proposed development of the Property, including Applicant's grading and construction activities and the location and construction of any utilities and improvements, impacts, affects or otherwise disturbs the Abandoned Sewer, Applicant fully, finally, unconditionally, and forever discharges and releases the District and its respective elected officials, appointed officials, officers, employees, contractors, agents, attorneys, administrators, assigns, and insurers—and anyone else acting on their behalf in connection with the Abandoned Sewer—from all injuries to persons or property (including the environment), whether the injuries are known or unknown, suspected or unsuspected, or anticipated or unanticipated, as well as all liabilities, claims, demands, causes of action, obligations, damages, losses, costs, attorneys' fees and expenses of any kind and nature whatsoever, known or unknown, arising out of, connected with, or related to, the Abandoned Sewer.

Applicant has read California Civil Code section 1542 ("Section 1542") and understands that Section 1542 gives Applicant the right not to release existing claims of which Applicant is not now aware, unless Applicant voluntarily chooses to do so. Applicant nevertheless hereby voluntarily waives Section 1542 and elects to assume all

risks for claims against the District relating to the Abandoned Sewer, whether known or unknown. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

15. Assignability. Applicant may assign this Agreement subject to District's prior written approval and to such conditions and covenants that District may require in order to effectuate the purposes of this Agreement.

16. Successors. The rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon their respective successors, assigns, administrators and heirs.

17. Joint and Several. If Applicant, as named above, consists of two or more persons or entities (irrespective of whether the form of such entity or entities is corporate, partnership, association or other form), the obligations and responsibilities under this Agreement of each and all of them are joint and several.

18. Recordation. Either Party hereto may submit this Agreement or a memorandum thereof to the San Mateo County Clerk-Recorder for recordation in County's Official Records.


19. Attorneys' Fees. If suit is brought by one Party against the other for damages or otherwise to enforce the provisions of this Agreement, the prevailing Party shall recover costs of suit including reasonable fees of expert witnesses and reasonable attorneys' fees.

20. Entire Agreement. This Agreement comprises the entire agreement between the Parties and integrates any and all prior writings, documents or understandings, between them pertaining to the subject matter hereof.

21. Paragraph Headings. Paragraph headings as used herein are for convenience of reference and shall not be deemed to amend or alter the contents of the paragraphs headed thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

MONTARA WATER AND SANITARY DISTRICT, a public agency ("District")

By: 

General Manager, *Clemens Heldmaier*

Moss Beach Associates, LLC, a California Limited Liability Corporation ("Applicant")

By:  OWEN LAWLOR

Its MANAGER

(Insert title)

**CALIFORNIA ALL-PURPOSE
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 February 7, 2020 before me, Tracy Beardsley, Notary Public, personally appeared, Clemens Helge Heldmaier, 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.



Tracy Beardsley
Tracy Beardsley
Notary Public, San Mateo County
Commission #2265856
Expires 11-05-2022

If marked, then attached pages will bear embossment of above notary.

Optional: Not required by law, however, may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Signature Authority of Signer:

- Individual
 Corporate Officer
General Manager (Title)
 Partner (Limited or General)
 Attorney In Fact
 Trustee
 Guardian/Conservator
 Other _____

Description of Attached Documents:

Title or type of Document: _____

Agreement for Construction & Acquisition of
Sewer Main Extension
Number of Pages: _____

Date of Document: 1-31-20

Signer(s) other than Named Above:

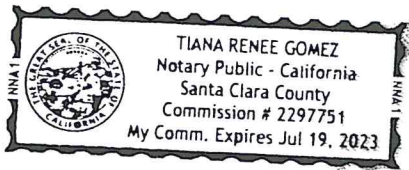
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Cruz }
On 01/30/2020 before me, Tiana R. Gomez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Owen Lawlor
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Exhibit A

Property Description

LEGAL DESCRIPTION

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

TRACT A: (APN: 037-086-230, JPN: 037-008-086-16.03A AND 037-008-086-17.04A)

LOT A, DESIGNATED IN THE APPROVAL OF LOT LINE ADJUSTMENT RECORDED MAY 28, 1991, SERIAL NO. 91064892, OFFICIAL RECORDS, AND IN CORRECTED APPROVAL OF LOT LINE ADJUSTMENT RECORDED JANUARY 20, 1994, SERIAL NO. 94008766, OFFICIAL RECORDS, AND AS SHOWN IN BOOK 13 OF LLS MAP ON PAGE 95, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 7, 1991 UNDER RECORDER'S SERIAL NO. 91071490, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 10 THROUGH 14 INCLUSIVE, AND LOTS 45 THROUGH 49 INCLUSIVE, ALL IN BLOCK 44, AS DESIGNATED ON THE MAP ENTITLED, "MAP OF MOSS BEACH HEIGHTS, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MAY 4, 1908, IN BOOK 6 OF MAPS AT PAGE 8.

EXCEPTING FROM SAID LOTS 10 THROUGH 14 THAT PORTION THEREOF CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MARCH 29, 1949, IN BOOK 1641, PAGE 148, OFFICIAL RECORDS.

TRACT B: (APN: 037-086-240, JPN: 037-008-086-16.04A; 037-008-086-17A)

PARCEL 1:

LOT B, DESIGNATED IN THE APPROVAL OF LOT LINE ADJUSTMENT RECORDED MAY 28, 1991, SERIAL NO. 91064892, OFFICIAL RECORDS, AND IN CORRECTED APPROVAL OF LOT LINE ADJUSTMENT RECORDED JANUARY 20, 1994, SERIAL NO. 94008766, OFFICIAL RECORDS, AND AS SHOWN IN BOOK 13 OF LLS MAP ON PAGE 95, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 7, 1991 UNDER RECORDER'S SERIAL NO. 91071490, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 44 AS DESIGNATED ON THE MAP ENTITLED, "MAP OF MOSS BEACH HEIGHTS, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MAY 4, 1908 IN BOOK 6 OF MAPS AT PAGE 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 42 OF SAID BLOCK 44 AND RUNNING THENCE N 36° 19' 10" W, 75.03 FEET, (N 36° 21' W, 75 FEET PER BOOK 6 OF MAPS, PAGE 8) ALONG THE EASTERLY LINE OF THE STRAND, TO THE MOST SOUTHERLY CORNER OF LOT 45 OF SAID BLOCK; THENCE N 51° 45' 54" E, 105.36 FEET (N 51° 45' E, 106 FEET PER BOOK 6 OF MAPS, PAGE 8) ALONG THE SOUTHEASTERLY LINE OF SAID LOT 45, TO THE MOST EASTERLY CORNER OF SAID LOT AND A POINT ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 3,028.93 FEET, A RADIAL LINE TO SAID POINT BEARS S 56° 04' 39" W; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 19' 33", AN ARC DISTANCE OF 70.08 FEET TO THE MOST SOUTHERLY CORNER OF LOT 17 OF SAID BLOCK; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 19 OF SAID BLOCK, SAID POINT BEING 38.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 19; THENCE S 22° 41' 15" W, 30.14 FEET; THENCE S 80° 47' 47" W, 129.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EXHIBIT A (4 pages)

AN EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES OVER, UNDER AND UPON LOTS 20 AND 21 OF SAID BLOCK.

TRACT C: (APN: 037-086-250, JPN: 037-008-086-16.01A AND 037-008-086-17.01A)

LOT C, DESCRIBED IN THE APPROVAL OF LOT LINE ADJUSTMENT RECORDED MAY 28, 1991, SERIAL NO. 91064892, OFFICIAL RECORDS, AND IN CORRECTED APPROVAL OF LOT LINE ADJUSTMENT RECORDED JANUARY 20, 1994, SERIAL NO. 94008766, OFFICIAL RECORDS, AND AS SHOWN IN BOOK 13 OF LLS MAP ON PAGE 95, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 7, 1991 UNDER RECORDER'S SERIAL NO. 91071490, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 44 AS DESIGNATED ON THE MAP ENTITLED, "MAP OF MOSS BEACH HEIGHTS, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MAY 4, 1908 IN BOOK 6 OF MAPS AT PAGE 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 37 OF SAID BLOCK 44 AND RUNNING THENCE N 15° 01' 00" W, 135.94 FEET (136.00 PER BOOK 6 OF MAPS, PAGE 8) ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK, TO THE MOST SOUTHERLY CORNER OF LOT 42 OF SAID BLOCK; THENCE N 80° 47' 47" E, 129.00 FEET; THENCE N 22° 41' 15" E, 30.14 FEET TO A POINT ON THE LINE BETWEEN LOTS 19 AND 20 OF SAID BLOCK, SAID POINT BEING 38.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 19; THENCE N 53° 46' 28" E, 56.19 FEET TO THE WESTERLY LINE OF THAT CERTAIN DEED RECORDED IN BOOK 1641 OF OFFICIAL RECORDS AT PAGE 148; THENCE S 33° 34' 39" E, (S 33° 34' 09" E PER 1641-OR-148) ALONG SAID WESTERLY LINE, 50.21 FEET TO THE NORTHWESTERLY LINE OF LOT 22 OF SAID BLOCK; THENCE S 52° 47' 44" W, ALONG SAID NORTHWESTERLY LINE, 84.44 FEET; THENCE S 38° 59' 36" E, 26.52 FEET; THENCE S 51° 46' 39" W, (S 51° 45' W PER BOOK 6 OF MAPS PAGE 8) ALONG THE SOUTHEASTERLY LINE OF SAID LOT 37 AND ITS EASTERLY EXTENSION, 160.73 FEET TO THE POINT OF BEGINNING.

TRACT D: (APN: 037-086-260, JPN: 037-008-086-17.02A)

LOT D, DESCRIBED IN THE APPROVAL OF LOT LINE ADJUSTMENT RECORDED MAY 28, 1991, SERIAL NO. 91064892, OFFICIAL RECORDS, AND IN CORRECTED APPROVAL OF LOT LINE ADJUSTMENT RECORDED JANUARY 20, 1994, SERIAL NO. 94008766, OFFICIAL RECORDS, AND AS SHOWN IN BOOK 13 OF LLS MAP ON PAGE 95, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 7, 1991 UNDER RECORDER'S SERIAL NO. 91071490, OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AN FOLLOWS:

A PORTION OF BLOCK 44 AS DESIGNATED ON THE MAP ENTITLED, "MAP OF MOSS BEACH HEIGHTS, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MAY 4, 1908 IN BOOK 6 OF MAPS AT PAGE 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID BLOCK 44 AND RUNNING THENCE N 15° 01' 00" W, ALONG THE WESTERLY LINE OF SAID BLOCK, 135.98 FEET, (136.05 FEET PER BOOK 6 OF MAPS PAGE 8) TO THE MOST SOUTHERLY CORNER OF LOT 37 OF SAID BLOCK; THENCE N 51° 45' 39" E, (N 51° 45' E PER BOOK 6 OF MAPS PAGE 8) ALONG THE SOUTHEASTERLY LINE OF SAID LOT 37, 85.67 FEET; THENCE S 20° 47' 42" E, 131.06 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID BLOCK 44; THENCE S 51° 48' 47" W, (S 51° 45' W PER BOOK 6 OF MAPS PAGE 8) ALONG SAID SOUTHEASTERLY LINE, 100 FEET TO THE POINT OF BEGINNING.

TRACT E: (APN: 037-086-270, JPN: 037-008-086-17.03A)

LOT E, DESCRIBED IN THE APPROVAL OF LOT LINE ADJUSTMENT RECORDED MAY 28, 1991, SERIAL

NO. 91064892, OFFICIAL RECORDS, AND IN CORRECTED APPROVAL OF LOT LINE ADJUSTMENT RECORDED JANUARY 20, 1994, SERIAL NO. 94008766, OFFICIAL RECORDS, AND AS SHOWN IN BOOK 13 OF LLS MAP ON PAGE 95, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 7, 1991 UNDER RECORDER'S SERIAL NO. 91071490, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 44 AS DESIGNATED ON THE MAP ENTITLED, "MAP OF MOSS BEACH HEIGHTS, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MAY 4, 1908 IN BOOK 6 OF MAPS AT PAGE 8, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID BLOCK 44 THAT BEARS N 51° 48' 47" E, (N 51° 45' E PER BOOK 6 OF MAPS PAGE 8) 100.00 FEET FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK; THENCE N 20° 47' 42" W, 131.06 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 37 OF SAID BLOCK THAT BEARS N 51° 46' 39" E, 85.67 (N 51° 45' E PER BOOK 6 OF MAPS PAGE 8) FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 37; THENCE N 51° 46' 39" E, (N 51° 45' E PER BOOK 6 OF MAPS PAGE 8) ALONG THE SOUTHEASTERLY LINE OF SAID LOT 37 AND ITS NORTHEASTERLY PROLONGATION 75.06 FEET; THENCE S 38° 59' 36" E, 25.08 FEET; THENCE S 31° 44' 46" E, 100.67 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID BLOCK 44; THENCE S 51° 48' 47" W, (N 51° 45' E PER BOOK 6 OF MAPS PAGE 8) ALONG SAID SOUTHEASTERLY LINE, 103.29 FEET TO THE POINT OF BEGINNING.

TRACT F: (APN: 037-086-280, JPN: 037-008-086-16.02A)

LOT F, DESCRIBED IN THE APPROVAL OF LOT LINE ADJUSTMENT RECORDED MAY 28, 1991, SERIAL NO. 91064892, OFFICIAL RECORDS, AND IN CORRECTED APPROVAL OF LOT LINE ADJUSTMENT RECORDED JANUARY 20, 1994, SERIAL NO. 94008766, OFFICIAL RECORDS, AND AS SHOWN IN BOOK 13 OF LLS MAP ON PAGE 95, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON JUNE 7, 1991 UNDER RECORDER'S SERIAL NO. 91071490, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 44 AS DESIGNATED ON THE MAP ENTITLED, "MAP OF MOSS BEACH HEIGHTS, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MAY 4, 1908 IN BOOK 6 OF MAPS AT PAGE 8, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID BLOCK 44 THAT BEARS N 51° 48' 47" E, (N 51° 45' E PER BOOK 6 OF MAPS PAGE 8) 203.29 FEET FROM THE MOST SOUTHERLY CORNER OF SAID BLOCK 44; THENCE N 31° 44' 44" W, 100.67 FEET; THENCE N 38° 59' 36" W, 51.60 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 21 OF SAID BLOCK; THENCE N 52° 47' 44" E, (N 57° 47' 50" E PER BOOK 6 OF MAPS PAGE 8) ALONG SAID SOUTHEASTERLY LINE, 84.44 FEET TO THE WESTERLY LINE OF THAT CERTAIN DEED RECORDED IN BOOK 1641 OF OFFICIAL RECORDS AT PAGE 148, THENCE S 33° 34' 39" E, (N 33° 34' 09" E PER 1641-OR-148) ALONG SAID WESTERLY LINE OF SAID DEED, 120.80 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY; THENCE ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 85° 33' 35", (85° 19' 39" PER 1641-OR-148) AN ARC DISTANCE OF 46.89 FEET (44.68 FEET PER 1641-OR-148), THENCE S 51° 48' 47" W (N 51° 45' E PER BOOK 6 OF MAPS PAGE 8) ALONG THE SOUTHEASTERLY LINE OF BLOCK 44, 55.29 FEET TO THE POINT OF BEGINNING.

TRACT G: (APN: 037-086-290, JPN: 037-008-086-16A)

LOT G, DESCRIBED IN THE APPROVAL OF LOT LINE ADJUSTMENT RECORDED MAY 28, 1991, SERIAL NO. 91064892, OFFICIAL RECORDS, AND IN CORRECTED APPROVAL OF LOT LINE ADJUSTMENT RECORDED JANUARY 20, 1994, SERIAL NO. 94008766, OFFICIAL RECORDS, AND AS SHOWN IN BOOK 13 OF LLS MAP ON PAGE 95, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN

MATEO, STATE OF CALIFORNIA, IN JUNE 7, 1991 UNDER RECORDER'S SERIAL NO. 91071490, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BLOCK 44 AS DESIGNATED ON THE MAP ENTITLED, "MAP OF MOSS BEACH HEIGHTS, SAN MATEO COUNTY, CALIFORNIA", FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON MAY 4, 1908 IN BOOK 6 OF MAPS, AT PAGE 8, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 17 IN SAID BLOCK 44 AND RUNNING THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 3,028.93 FEET, THROUGH A CENTRAL ANGLE OF 1° 28' 03", AN ARC DISTANCE OF 77.58 FEET, TO THE MOST SOUTHERLY CORNER OF LOT 14 OF SAID BLOCK 44; THENCE N 56° 13' 09" E, 97.77 FEET (N 56° 13' 45" E, 100.00 FEET PER BOOK 6 OF MAPS AT PAGE 8) ALONG THE SOUTHEASTERLY LINE OF SAID LOT 14, TO THE WESTERLY LINE OF THAT CERTAIN DEED RECORDED IN BOOK 1641 OF OFFICIAL RECORDS AT PAGE 148; THENCE S 31° 32' 30" E, (S 31° 20' 32" E PER 1641-OR-148) ALONG SAID WESTERLY LINE, 12.93 TO AN ANGLE POINT THEREIN; THENCE S 33° 34' 39" E, (S 33° 34' 09" E PER 1641-OR-148) CONTINUING ALONG SAID WESTERLY LINE 112.32 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF LOT 19 OF SAID BLOCK 44; THENCE S 53° 46' 28" W, (S 53° 46' 40" W, PER BOOK 6 OF MAPS PAGE 8) ALONG SAID SOUTHEASTERLY LINE, 56.19 FEET; THENCE S 72° 12' 57" W, 63.92 FEET TO THE POINT OF BEGINNING.

COUNTY OF SAN MATEO PLANNING AND BUILDING

455 County Center, 2nd Floor
Redwood City, CA 94063
650-599-7310 T
www.planning.smcgov.org

March 1, 2019

Moss Beach Association, LLC
Mr. Owen Lawlor
612 Spring Street
Santa Cruz, CA 95060

Dear Mr. Lawlor:

Subject: LETTER OF DECISION
File Number: PLN2015-00380
Location: Vallemar Street at Julianna Avenue, Moss Beach
APNs: 037-086-230, -240, -250, -260, -270, -280 and -290; 2.48 acres

On February 13, 2019 the San Mateo County Planning Commission considered a certification of an Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act, and consideration of Coastal Development, Design Review, Resource Management permits, pursuant to Sections 6328.4, 6565.20 and 6903, respectively, of the County Zoning Regulations, a Grading Permit, pursuant to Section 9283 of the County Building Regulations (Division VII, Chapter 5), and a Lot Line Adjustment, pursuant to Section 7125 of the San Mateo County Subdivision Regulations, to construct four single-family residences, with associated grading, tree removal and installation of all required access and utilities, located on Vallemar Street at Juliana Avenue, in the unincorporated Moss Beach area of San Mateo County. This project is appealable to the California Coastal Commission.

Based on information provided by staff and evidence presented at the hearing, the Planning Commission certified the Mitigated Negative Declaration and approved the Coastal Development, Design Review, Resource Management District Development Review and Grading Permits, and Lot Line Adjustment (County File No: PLN 2015 00380), by making the required findings and adopting the conditions of approval identified in Attachment A.

Any interested party aggrieved by the determination of the Planning Commission has the right of appeal to the Board of Supervisors within ten (10) business days from such date of determination. The appeal period for this matter will end at **5:00 p.m. on February 28, 2019.**

The approval of this project is also appealable to the California Coastal Commission. Any aggrieved person may appeal this decision to the California Coastal Commission within 10 working days following the Coastal Commission's receipt of the notice of Final Local Decision. Please contact the Coastal Commission's North Central Coast District Office at 415/904-5260 for further information concerning the Commission's appeal process. The County and Coastal Commission appeal periods are sequential, not concurrent, and together total approximately one month. A project is considered approved when these appeal periods have expired and no appeals have been filed.



To provide feedback, please visit the Department's Customer Survey at the following link:
<http://planning.smcgov.org/survey>.

Sincerely,



Janneth Lujan
Planning Commission Secretary
Pcd213dd (Item 3. Moss Beach Assoc.)

cc: Building Inspection Department
County Geologist
Environmental Health
Parks and Recreation Director
California Coastal Commission
Coastside Fire Authority
Midcoast Community Council
Lennie Roberts, Committee for Green Foothills
James and Kathy Lockhart

County of San Mateo
Planning and Building Department

FINDINGS AND CONDITIONS OF APPROVAL

Permit or Project File Number: PLN 2015-00380 Hearing Date: February 13, 2019

Prepared By: David Holbrook
Senior Planner

Adopted By: Planning Commission

FINDINGS

For the Environmental Review, Found:

1. That the Planning Commission does hereby find that this Mitigated Negative Declaration reflects the independent judgment of San Mateo County
2. That the Mitigated Negative Declaration is complete, correct, and adequate and prepared in accordance with the California Environmental Quality Act (CEQA) and applicable State and County Guidelines.
3. That, on the basis of the Initial Study, comments received hereto, and testimony presented and considered at the public hearing, there is no substantial evidence that the project will have a significant effect on the environment.
4. That the Mitigation Measures (numbered 1 through 36) in the Mitigated Negative Declaration and agreed to by the owner and placed as conditions on the project have been incorporated into the Mitigation Monitoring and Reporting Plan in conformance with the California Public Resources Code Section 21081.6.

For the Coastal Development Permit, Found:

5. That the project, as described in the application and accompanying materials required by Section 6328.7 and as conditioned in accordance with Section 6328.14, conforms to the plans, policies, requirements and standards of the San Mateo County Local Coastal Program.
6. That the project conforms to the specific findings required by policies of the San Mateo County Local Coastal Program. The legalization will not affect any sensitive habitats, visual resources, or public access to and along the coast.
7. That the project conforms to the applicable policies of the Local Coastal Program (LCP) as discussed.
8. The development is in conformity with the public access and public recreation policies of Chapter 3 of the State Coastal Act (commencing with Section 30200), as discussed in the sections of this report addressing bluff top access.

For the Design Review Permit, Found:

9. That the project has been reviewed under and found to be in general compliance with the Design Review Standards for One-Family Development in the Midcoast, pursuant to Section 6565.20 of the County Zoning Regulations.

For the Resource Management District Development Review Permit, Found:

10. That the project complies with the applicable criteria and standards, as required by Section 6324 of the County Zoning Regulations.

For the Grading Permit, Found:

11. That this project, as conditioned, will not have a significant adverse effect on the environment. The project has been reviewed by planning staff and the Department of Public Works, which found that the project can be completed without significant harm to the environment as conditioned.
12. That this project, as conditioned, conforms to the criteria of the San Mateo County Grading Ordinance and is consistent with the General Plan. Planning staff and the Department of Public Works have reviewed the project and have determined its conformance to the criteria of Chapter 8, Division VII, San Mateo County Ordinance Code, including the standards referenced in Section 8605 and the San Mateo County General Plan.

For the Lot Line Adjustment, Found:

13. That the Lot Line Adjustment conforms to the General Plan, LCP, and Zoning and Building Regulations.
14. That the Lot Line Adjustment creates suitable building sites with provisions for adequate routine and emergency access.
15. That the Lot Line Adjustment accommodates provisions for adequate water supply and sewage disposal.
16. That the Lot Line Adjustment avoid or minimize impacts upon scenic corridors, wetlands, coastal resources, or authorized coastal development.

CONDITIONS OF APPROVAL

Current Planning Section

1. This approval applies only to the proposal as described in the plans, supporting materials and reports approved by the Planning Commission on February 13, 2019. Minor revisions or modifications to the project may be made subject to the review and approval of the Community Development Director, if they are consistent with the intent of and in substantial conformance with this approval.
2. This permit shall be valid for one year. Any extension of this permit shall require submittal of an application for permit extension and payment of applicable permit extension fees 60 days prior to expiration.

3. The applicant shall submit a check in the amount of \$2,404.75, payable to San Mateo County, prior to and required for filing of the Mitigated Negative Declaration's 'Notice of Determination' with the County Clerk's office, as required by the California Department of Fish and Wildlife (\$2,354.75 + \$50 County Clerk processing fee).
4. Prior to issuance of any of the building permits for the four residences, the applicant shall submit, for the review and approval of the County Parks and Public Works Departments, plans for construction of the segment of the California Coastal Trail (CCT) within the Vallemar Street road right-of-way adjacent to the project. The plans shall, among other things, satisfy the trail width, striping, and signage requirements established by these departments. The trail section shall be completed to the departments' satisfaction prior to the final building permit inspection of the last of the four residences.
5. The construction of any shoreline protective device(s) for the purpose of protecting the development approved in this project is prohibited. This includes, but is not limited to, the construction of any seawall or revetment for the purpose of protecting the approved buildings and associated foundations, in the event that these structures are threatened with imminent damage or destruction from coastal hazards such as episodic and long-term shoreline erosion, and bluff and geologic instability. Prior to the issuance of the building permit for this project, the property owner shall record a deed restriction, to the satisfaction of the Community Development Director, which informs all future property owners of this prohibition.
6. At the building permit application stage, the project shall demonstrate compliance with the Water Efficient Landscape Ordinance (WELO) and provide the required forms. WELO applies to new landscape projects equal to or greater than 500 sq. ft. A prescriptive checklist is available as a compliance option for projects under 2,500 sq. ft. WELO also applies to rehabilitated landscape projects equal to or greater than 2,500 sq. ft. The following restrictions apply to projects using the prescriptive checklist:
 - a. Compost: The project must incorporate compost at a rate of at least four (4) cubic yards per 1,000 sq. ft. to a depth of 6 inches into the landscape area (unless contra-indicated by a soil test).
 - b. Plant Water Use (Residential): Install climate adapted plants that require occasional, little, or no summer water (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water.
 - c. Mulch: A minimum 3-inch layer of mulch should be applied on all exposed soil surfaces of planting areas, except in areas of turf or creeping or rooting groundcovers.
 - d. Turf: Total turf area shall not exceed 25% of the landscape area. Turf is not allowed in non-residential projects. Turf (if utilized) is limited to slopes not exceeding 25% and is not used in parkways less than 10 feet in width. Turf, if utilized in parkways, is irrigated by sub-surface irrigation or other technology that prevents overspray or runoff.
 - e. Irrigation System: The property shall certify that Irrigation controllers use evapotranspiration or soil moisture data and utilize a rain sensor; Irrigation controller programming data will not be lost due to an interruption in the primary power source; and Areas

less than 10 feet in any direction utilize sub-surface irrigation or other technology that prevents overspray or runoff.

7. No grading activities shall commence until the property owner has been issued a grading permit (issued as the "hard card" with all necessary information filled out and signatures obtained) together with the building permit by the Current Planning Section.
8. No grading shall be allowed during the winter season (October 1 to April 30) to avoid potential soil erosion. An applicant-completed and County-issued grading permit "hard card" is required prior to the start of any land disturbance/grading operations. Along with the "hard card" application, the applicant shall submit a letter to the Current Planning Section, at least two (2) weeks prior to commencement of grading, stating the date when grading operations will begin, anticipated end date of grading operations, including dates of revegetation and estimated date of establishment of newly planted vegetation.
9. Prior to any land disturbance and throughout the grading operation, the property owner shall implement the erosion control plan, as prepared and signed by the engineer of record and approved by the Planning Commission. Revisions to the approved erosion control plan shall be prepared and signed by the engineer and submitted to the Community Development Director for review and approval.
10. Prior to issuance of the grading permit "hard card," the property owner shall submit a schedule of all grading operations to the Current Planning Section, subject to review and approval by the Current Planning Section. The submitted schedule shall include a schedule for winterizing the site. If the schedule of grading operations calls for the grading to be completed in one grading season, then the winterizing plan shall be considered a contingent plan to be implemented if work falls behind schedule. All submitted schedules shall represent the work in detail and shall project the grading operations through to completion.
11. The property owner shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including, but not limited to, the following:
 - a. Delineation with field markers of clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses within the vicinity of areas to be disturbed by construction and/or grading.
 - b. Protection of adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.
 - c. Performing clearing and earth-moving activities only during dry weather.
 - d. Stabilization of all denuded areas and maintenance of erosion control measures continuously between October 1 and April 30.
 - e. Storage, handling, and disposal of construction materials and wastes properly, so as to prevent their contact with stormwater.

- f. Control and prevention of the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, wash water or sediments, and non-stormwater discharges to storm drains and watercourses.
 - g. Use of sediment controls or filtration to remove sediment when dewatering site and obtain all necessary permits.
 - h. Avoiding cleaning, fueling, or maintaining vehicles on-site, except in a designated area where wash water is contained and treated.
 - i. Limiting and timing application of pesticides and fertilizers to prevent polluted runoff.
 - j. Limiting construction access routes and stabilization of designated access points.
 - k. Avoiding tracking dirt or other materials off-site; cleaning off-site paved areas and sidewalks using dry sweeping methods.
 - l. Training and providing instruction to all employees and subcontractors regarding the Watershed Protection Maintenance Standards and construction Best Management Practices.
 - m. Additional Best Management Practices in addition to those shown on the plans may be required by the Building Inspector to maintain effective stormwater management during construction activities. Any water leaving the site shall be clear and running slowly at all times.
 - n. Failure to install or maintain these measures will result in stoppage of construction until the corrections have been made and fees paid for staff enforcement time.
12. It shall be the responsibility of the engineer of record to regularly inspect the erosion control measures for the duration of all grading remediation activities, especially after major storm events, and determine that they are functioning as designed and that proper maintenance is being performed. Deficiencies shall be immediately corrected, as determined by and implemented under the observation of the engineer of record.
13. For the final approval of the grading permit, the property owner shall ensure the performance of the following activities within thirty (30) days of the completion of grading at the project site: (a) The engineer shall submit written certification that all grading has been completed in conformance with the approved plans, conditions of approval/mitigation measures, and the Grading Regulations, to the Department of Public Works and the Planning and Building Department's Geotechnical Engineer, (b) The geotechnical consultant shall observe and approve all applicable work during construction and sign Section II of the Geotechnical Consultant Approval form, for submittal to the Planning and Building Department's Geotechnical Engineer and Current Planning Section.
14. Applicant shall prepare a Stormwater Management Plan (SWMP) that includes, at a minimum, exhibit(s) showing drainage areas and location of Low Impact Development (LID) treatment measures; project watershed; total project site area and total area of land disturbed; total new and/or replaced impervious area; treatment measures and hydraulic sizing calculations; a listing of source control and site design measures to be implemented at the site; hydro-modification management measures and calculations, if applicable; NRCS soil type; saturated hydraulic conductivity rate(s) at relevant locations

or hydrologic soil type (A, B, C or D) and source of information; elevation of high seasonal groundwater table; a brief summary of how the project is complying with Provision C.3 of the MRP; and detailed Maintenance Plan(s) for each site design, source control and treatment measure requiring maintenance.

15. LID treatment measures to be shown on final improvement or grading plans shall not differ materially from the LID treatment measures presented on the project's Lot Line Adjustment/Parcel Map Map, without written approval from the Planning Department.
16. Project construction activities shall comply with all requirements of the Municipal Regional Stormwater NPDES Permit Provision C.3. Please refer to the San Mateo Countywide Water Pollution Prevention Program's (SMCWPPP) C.3 Stormwater Technical Guidance Manual for assistance in implementing LID measures at the site.
17. **(Mitigation Measure 1):** All development on all four proposed lots shall comply with the plans approved by the Coastside Design Review Committee on October 12, 2017, and shall include the following revisions to the project on the plans submitted in conjunctions with the required building permit applications:
 - a. Revise the variable color scheme to be neutral so as to blend with the immediate landscape so that the structures' exteriors weather naturally. Weathered (pickled) wood, stucco or cementitious hardy sidings are acceptable options. Any such changes shall require the submittal of material samples for review by the Community Development Director.
 - b. Submit revised plans to show modified deck specifications to include the floor area of the mezzanine decks (for all houses that include such decks) pursuant to the second revision plans presented [to the DRC] on October 12, 2017 (definitive deck square footage was delineated only for entry, rear, and garage decks in all versions of previously submitted plans).
 - c. Any additional exterior lighting (in addition to the single fixture shown at the entry and garage locations) shall be dark sky compliant fixtures, which shall be mounted or recessed under the soffits at other openings and allowed only as required by building code (for safety). No additional site, building, or landscape lighting is proposed.
 - d. All paved pathways and patios shall be shown as dimensioned, on the plans, with identified materials [which shall be of a pervious nature].
 - e. The applicant shall provide "finished floor elevation verification" to certify that the structure is actually constructed at the height shown on the submitted plans. The applicant shall have a licensed land surveyor or engineer establish a baseline elevation datum point in the vicinity of the [four] construction sites.
 - (1) The applicant shall maintain the datum point so that it will not be disturbed by the proposed construction activities until final approval of the building permit.
 - (2) This datum point and its elevation shall be shown on the submitted site plan. This datum point shall be used during construction to verify the elevation of the finished floors relative to the existing natural or to the grade of the site (finished grade).
 - (3) Prior to Planning approval of the building permit application, the applicant shall also have the licensed land surveyor or engineer indicate on the construction plans: (a) the natural grade elevations at the significant corners (at least four) of the footprint of the

proposed structure on the submitted site plan, and (b) the elevations of proposed finished grades.

(4) In addition, (a) the natural grade elevations at the significant corners of the proposed structure, (b) the finished floor elevations, (c) the topmost elevation of the roof, and (d) the garage slab elevation must be shown on the plan, elevations, and cross-section (if one is provided).

(5) Once the building is under construction, prior to the below floor framing inspection or the pouring of the concrete slab (as the case may be) for the lowest floor(s), the applicant shall provide to the Building Inspection Section a letter from the licensed land surveyor or engineer certifying that the lowest floor height, as constructed, is equal to the elevation specified for that floor in the approved plans. Similarly, certifications on the garage slab and the topmost elevation of the roof are required.

(6) If the actual floor height, garage slab, or roof height, as constructed, is different than the elevation specified in the plans, then the applicant shall cease all construction and no additional inspections shall be approved until a revised set of plans is submitted to and subsequently approved by both the Building Official and the Community Development Director.

f. All new power and telephone utility lines from the street or nearest existing utility pole to the project structures on the property shall be placed underground.

g. **Prior to issuance of a building permit for any of the four residences, the applicant shall submit, for review and approval by the Community Development Director, a roof sample, together with the manufacturer's 'cut sheets' and specifications, confirming the metal seam roof material's color (not painted) and that it is of a matte, or otherwise non-reflective material. All exterior materials and colors, as reviewed by the Design Review Committee at their October 31, 2017 meeting, shall be shown on the submitted building plans and confirmed (by Planning) to have been installed/applied prior to the final building inspection approval of all four residences.**

18. **(Mitigation Measure 2):** The applicant shall submit an Air Quality Best Management Practices Plan to the Planning and Building Department prior to the issuance of any grading "hard card" or building permit that, at a minimum, includes the "Basic Construction Mitigation Measures" as listed in Table 8-1 of the BAAQMD California Environmental Quality Act (CEQA) Guidelines (May 2011). These measures shall be implemented prior to beginning any grading and/or construction activities and shall be maintained for the duration of the project grading and/or construction activities:

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access road) shall be watered two times per day.

b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

c. All visible mud or dirt track-out onto adjacent paved roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

d. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).

e. Roadways and building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.

f. Idling times shall be minimized either by shutting equipment or vehicles off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points.

g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications.

h. Minimize the idling time of diesel powered construction equipment to two minutes.

19. **(Mitigation Measure 3):** The applicant shall submit a dust control plan to the Planning Department for review and approval prior to the issuance of a building permit for the project. The approved plan shall be implemented for the duration of any grading, demolition, and construction activities that generate dust and other airborne particles. The plan shall include the following control measures:

a. Water all active construction areas at least twice daily.

b. Water or cover stockpiles of debris, soil, sand, or other materials that can be blown by the wind.

c. Cover all trucks hauling soil, sand and other loose materials or require all trucks to maintain at least 2 feet of freeboard.

d. Apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking and staging areas at construction sites. Also, hydroseed or apply non-toxic soil stabilizers to inactive construction areas.

e. Sweep daily (preferably with water sweepers) all paved access roads, parking and staging areas at construction sites.

f. Sweep adjacent public streets daily (preferably with water sweepers) if visible soil material is carried onto them.

g. Enclose, cover, water twice daily or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.).

h. Limit traffic speeds on unpaved roads within the project parcel to 15 mph.

i. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

j. Replant vegetation in disturbed areas as quickly as possible.

20. **(REVISED Mitigation Measure 4):** The project developer, and all future owners, shall be responsible for protecting and maintaining the environmentally sensitive habitat areas that exist on the project site in perpetuity. To this end, a final Habitat Management Plan (HMP), Conservation and Open Space Easement, and

associated Covenants, Conditions and Restrictions (CC&Rs), shall be submitted for the review and approval of the Community Development Director prior to commencement of grading or construction, and, upon approval, recorded with the Final Lot Line Adjustment/Parcel Map. The purpose of the easement and the CCR's shall be to restrict the use and development of the easement area in a manner that protects sensitive habitats, identify the ongoing responsibilities of the property owners to protect and maintain these habitat areas, and allow for the lateral public coastal access trail to be relocated within the easement areas in the event the existing trail is undermined by erosion. The easement shall be conveyed from the Project owner to the Golden State Land Conservancy or other entity acceptable to the Community Development Director, who will be responsible for ensuring compliance with the easement's provisions and effective implementation of the approved Habitat Management Plan.

21. **(Mitigation Measure 5):** Prior to the final building inspection of any of the four residences, a permanent fence – not to exceed three (3) feet in height and of a construction and nonsolid design (i.e., wood split-rail) as approved by the Community Development Director – shall be placed along all the boundaries of the easement area, to include respective access points on its eastern boundaries adjacent to the west-facing building site areas for each of the four lots. Said fencing shall include the installation of interpretive signs (not to exceed 3 feet in height) that provide information about the conservation area, subject to the Community Development Director's review and approval of the of the signs design and content.
22. **(Mitigation Measure 6):** The CC&Rs for the parcels as well as the Conservation Easement shall prohibit all forms of access and development within the Easement area that are not compatible with conservation, restoration, and management of native coastal terrace prairie plants and habitats. Examples of prohibited uses and activities include: installation of permanent or semi-permanent infrastructure or equipment such as outdoor furniture (e.g., patio furniture, picnic tables, umbrellas), play equipment (trampolines, play structures, etc.) or other items that intensify use or otherwise modify the structure and species composition of the grassland.
23. **(REVISED Mitigation Measure 7):** Prior to the recordation of the final map, the permittee shall enter into an agreement with the County Parks Department that identifies the actions to be taken by current and future owners of the property on which the project is located to maintain lateral public access along the entire length of the coastal bluff, in a manner that is consistent with the protection of rare plants and their habitats. These measures shall include, but shall not be limited to the installation of erosion control and trail improvements, relocation of trail segments threatened by coastal erosion, and installation of signage and temporary fencing where needed to protect natural resources into perpetuity. The agreement shall identify the improvements that will be installed by the current owner, which shall be completed to the satisfaction of the Parks Department prior to a final building inspection, and shall include a monitoring program (also applied into perpetuity) that specifies the circumstances under which future actions will be taken.
24. **(Mitigation Measure 8):** The respective building plans for each of the four residences shall include a landscape plan that identifies tree removal, new trees, shrubs and other landscaping, and (if applicable) irrigation. Landscaping shall be with plant species native to the San Mateo Coast, to limit the potential for the spread of non-native species into

the adjacent habitat, and limit the need for irrigation and pesticide use, which could influence nearby natural communities. The landscape plans shall be reviewed by the applicant's biologist and incorporate the biologist's recommendations, prior to being submitted for the review and approval of the Community Development Director, which must occur prior to the issuance of the building permit.

25. **(Mitigation Measure 9):** Prior to the issuance of any respective building permit for the four residences, the applicant shall submit to the Planning Department for review and approval an erosion control plan (to be included in each respective set of building plans for the four residences) that shows how the transport and discharge of soil and pollutants from and within the project site shall be minimized on each respective lot, as tailored to the approved development on that lot. The plan shall generally follow the Erosion Control Plan as included and shown on Page C6.0, C7.0 of the Project Plans, and shall be designed to minimize potential sources of sediment, control the amount of runoff and its ability to carry sediment by diverting incoming flows and impeding internally generated flows, and retain sediment that is picked up on the project site through the use of sediment-capturing devices. The plan shall minimize impacts from stormwater and urban runoff on the biological integrity of the natural drainage systems leading to and within the adjacent Fitzgerald Marine Reserve. The plan shall also limit application, generation and migration of toxic substances, ensure the proper storage and disposal of toxic materials, and apply nutrients at rates necessary to establish and maintain vegetation without causing significant nutrient runoff to surface waters. Such measures shall be confirmed to have been implemented (by a qualified contractor and under the supervision of the project's civil engineer) prior to the issuance of the respective building permits for the four residences, to the satisfaction of the Planning and Building Department. The County will monitor compliance of this mitigation measure by conducting weekly construction inspections during the rainy season (October 1 through May 1) for the period covering all land disturbance activities, as required by the State Water Board's Special Protections. Such measures shall be kept in place for each of the lots through the duration of the construction activities on that lot, up to the final inspection approval of the respective building permit for development on that lot. Said plan shall adhere to the San Mateo Countywide Stormwater Pollution Prevention Program "General Construction and Site Supervision Guidelines," including:
- a. Sequence construction to install sediment-capturing devices first, followed by runoff control measures and runoff conveyances. No construction activities shall begin until after all proposed measures are in place.
 - b. Minimize the area of bare soil exposed at one time (phased grading).
 - c. Clear only areas essential for construction.
 - d. Within five (5) days of clearing or inactivity in construction, stabilize bare soils through either non-vegetative best management practices (BMPs), such as mulching, or vegetative erosion control methods, such as seeding. Vegetative erosion control shall be established within two (2) weeks of seeding/planting.
 - e. Construction entrances shall be stabilized immediately after grading and frequently maintained to prevent erosion and control dust.
 - f. Control wind-born dust through the installation of wind barriers such as hay bales and/or sprinkling.

g. Soil and/or other construction-related material stockpiled on-site shall be placed a minimum of 200 feet from all wetlands and drain courses. Stockpiled soils shall be covered with tarps at all times of the year.

h. Intercept runoff above disturbed slopes and convey it to a permanent channel or storm drains by using earth dikes, perimeter dikes or swales, or diversions. Use check dams where appropriate.

i. Provide protection for runoff conveyance outlets by reducing flow velocity and dissipating flow energy.

j. Use silt fence and/or vegetated filter strips to trap sediment contained in sheet flow. The maximum drainage area to the fence should be 0.5-acre or less per 100 feet of fence. Silt fences shall be inspected regularly and sediment removed when it reaches 1/3 the fence height. Vegetated filter strips should have relatively flat slopes and be vegetated with erosion resistant species.

26. **(Mitigation Measure 10):** Prior to commencement of any project-related site disturbance, grading/clearing, tree removal/trimming or construction activities, and in conjunction with an approved Erosion Control Plan, the applicant shall place adequate temporary construction fencing along all boundaries of the proposed Conservation Easement and surrounding all limits of the four building sites. No such activity shall extend beyond that fenced perimeter. All environmentally sensitive areas shall be clearly flagged. Additional measures shall also be included in the plan narrative and implemented as follows:

a. Entrance and exit from the construction site by construction equipment and other vehicles shall occur from Vallemar Street, and the point of access shall be clearly identified.

b. An excavator with a swivel bucket shall be used during construction. The excavator will have "street" tracks to minimize site disturbance.

c. Construction lay down areas shall be located on the building envelopes not under active construction or within other portions of the construction footprint.

d. Spoil material that will be hauled away may first be stored either on the building envelopes not in active construction or on the paved parking area on Vallemar Street, subject to an encroachment permit from San Mateo County Public Works.

e. A biological monitor will be present during ground disturbing activities to ensure that encroachment into the flagged environmentally sensitive areas does not occur. The biological monitor will have the authority to stop work in the event construction activities are encroaching into environmentally sensitive areas.

27. **(Mitigation Measure 11):** The erosion control plan for the project shall include the following best management practices (BMPs) and shall be implemented and maintained (under the supervision of the project civil engineer) as described:

a. Control and prevent the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, washwater or sediments, rinse

water from architectural copper, and non-stormwater discharges to storm drains and watercourses.

b. Store, handle, and dispose of construction materials/wastes properly to prevent contact with stormwater.

c. Do not clean, fuel, or maintain vehicles on-site, except in a designated area where wash water is contained and treated.

d. Train and provide instruction to all employees/subcontractors regarding construction BMPs.

e. Protect all storm drain inlets in vicinity of site using sediment controls such as berms, fiber rolls, or filters.

f. Limit construction access routes and stabilize designated access points.

g. Perform clearing and earthmoving activities only during dry weather.

h. Use sediment controls or filtration to remove sediment when dewatering and obtain all necessary permits.

i. Trap sediment on site, using BMPs such as sediment basins or traps, earthen dikes or berms, silt fences, check dams, soil blankets or mats, covers for soil stockpiles, etc.

j. Divert on-site runoff around exposed areas; divert off-site runoff around the site (e.g. swells and dikes).

k. Protect adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.

l. No land clearing operations where grading operations may take place between October 15 and April 15 unless a separate winter erosion control plan is approved prior to beginning such construction.

m. Erosion is to be controlled at all times. The specific measures shown are to be implemented at all times. Additional measures will be required for construction between October 15 and April 15.

28. **(Mitigation Measure 12):** Site all construction materials and staging areas in converted (i.e., paved), ruderal, or planted, areas within the portion of the property proposed for development, to avoid impacts to special-status communities and species.

29. **(Mitigation Measure 13):** Implement measures to prevent indirect effects of the development project on the adjacent coastal terrace prairie community and rare species during construction, including:

a. Fence the project disturbance envelop during construction using ESA fencing to clearly delimit the area of work;

- b. Erect signs on the fences and in other areas to prevent workers from entering them during construction;
- c. Conduct worker awareness training to educate construction personnel about the sensitive communities and special-status species, as well as the measures that must be implemented to protect them;
- d. Prevent erosion and manage drainage during construction to prevent concentrated runoff and sediment deposition in the coastal terrace prairie, including by installing, silt fences where needed;
- e. Monitor compliance with the protection measures during construction, to ensure that fences and signage remain in places, and that the areas outside of the disturbance envelope are not disturbed or otherwise utilized during construction;
- f. Monitor the site throughout construction period (and in perpetuity, per Mitigation Measure 5 below) and using early-detection/rapid response to eradicate any new occurrences of exotic plant species.

30. **(Mitigation Measure 14):** Prior to disturbing any portion of the development footprint area that supports coastal terrace prairie dominated or co-dominated by native plants (2018 McGraw Survey; Figure 6), including the stormwater infiltration spreader areas and limits of grading, salvage the sod, topsoil, seed, and individual native plants, where appropriate and feasible. Use the salvaged material to restore areas of temporary disturbance; if the salvaged area is to be permanently impacted, use the material to restore other highly degraded habitat on site (e.g., ice plant mats) where appropriate.

31. **(Mitigation Measure 15):** Minimize the potential for indirect impacts to coastal terrace prairie and rare plant species that could result from landscaping, by:

- a. Avoiding landscaping elements that could degrade adjacent habitat, including pesticides, herbicides, fertilizers, and irrigation beyond that required to establish plantings; and

- b. Installing plants native to the coastal terrace prairie, coastal strand, and coastal scrub communities in San Mateo County. For plant species found in the native communities in the study area, use container stock from local (coastal San Mateo County) sources to avoid disrupting locally adapted genetic complexes (i.e., causing genetic erosion or outbreeding depression) within the adjacent remaining habitat on-site and in the adjacent FMR.

32. **(Mitigation Measure 16):** Compensate for the impacts of the project on coastal terrace prairie by implementing the following measures:

- a. Permanently protect 0.92 acres of coastal terrace prairie, through dedication of a perpetual conservation easement (as required in Mitigation Measure 4) to a tax exempt nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code and qualified to do business in California that has as its primary purpose the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, or open-space condition or use.

- b. Restore an estimated 0.71 acres within the conservation easement area that feature planted/ornamental species (i.e., Monterey cypress), are dominated by exotic plant species, and/or have been previously disturbed and feature unnatural topography or materials

(e.g., wood chips). Table 9 and Figure 8 (2018 McGraw Survey) illustrate the acreages and approximate locations of restoration treatment areas. The restoration should follow a specific restoration plan that addresses the anthropogenic factors that have degraded native plant community structure and species composition. The restoration plan will also describe how the areas in the conservation easement area that were graded and installed with spreaders will be restored. It will critically evaluate and use, where appropriate, the following approaches:

- (1) Removing the planted/ornamental plant species and ice plant mats;
- (2) Removing wood chips, base rock, or other non-native material covering the soil;
- (3) Recreating the natural topography in areas where mounds or swales were created through prior excavation;
- (4) Controlling other invasive plants (e.g., Italian rye grass and prickly sow thistle) that outcompete native plant species;
- (5) Managing the abundance of disturbance-adapted native plants such as coastal tarweed, where they are dominant (e.g., in the southeastern corner of the property) to promote the establishment and growth of a broader diversity of native grasses and forbs;
- (6) Establishing native plants in areas previously used as trails to access the bluff trail;
- (7) Salvaging seed and topsoil from coastal terrace prairie and areas supporting harlequin lotus prior to any ground-disturbing activities and using the material in on-site restoration, where appropriate; and
- (8) Increasing the cover and diversity of native coastal terrace prairie plant species by sowing native plant seed (or spreading topsoil, where available) into restoration areas.

c. Manage and monitor, in perpetuity, the entire 0.92-acre conservation area to address anthropogenic factors that degrade native plant community structure and species composition. Management elements should be identified in a management plan developed for the conservation area based on the site conditions and the literature documenting relevant conservation and management strategies, which are anticipated to include the following:

- (1) Controlling exotic plants, and preventing the invasion and spread of new exotic plant species;
- (2) Managing recreation and access on and adjacent to the conservation area, including by:
 - (a) Installing fencing and signage to deter public access within the conservation area;
 - (b) Recording in the CC&Rs for the site and in the conservation easement, prohibitions against recreational use and access that are not compatible with conservation and management natural community structure and species composition in the coastal terrace prairie and populations of rare native plants. Installation of permanent or semi-

permanent infrastructure and play equipment such as law chairs, umbrellas, trampolines, or any other items that intensify use in one area should be prohibited;

(c) Siting, constructing, and managing any public trails that are all or partially within the conservation area so that the recreational use is compatible with the protection of coastal terrace prairie and adjacent costal bluff habitat;

(d) Monitoring compliance with the measures to prevent trampling associated with recreational use and taking steps to increase compliance when/if negative impacts are observed.

(3) Monitoring natural community structure and species composition and rare plant populations within coastal terrace prairie, to gauge the effectiveness of management and inform adjustments as part of the adaptive management framework.

33. (Mitigation Measure 17): The erosion control plan for the project shall include the following BMPs and shall be implemented and maintained (under the supervision of the project civil engineer) as described:

a. Control and prevent the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, washwater or sediments, rinse water from architectural copper, and non-stormwater discharges to storm drains and watercourses.

b. Store, handle, and dispose of construction materials/wastes properly to prevent contact with stormwater.

c. Do not clean, fuel, or maintain vehicles on-site, except in a designated area where wash water is contained and treated.

d. Train and provide instruction to all employees/subcontractors regarding construction BMPs.

e. Protect all storm drain inlets in vicinity of site using sediment controls such as berms, fiber rolls, or filters.

f. Limit construction access routes and stabilize designated access points.

g. Perform clearing and earthmoving activities only during dry weather.

h. Use sediment controls or filtration to remove sediment when dewatering and obtain all necessary permits.

i. Trap sediment on site, using BMPs such as sediment basins or traps, earthen dikes or berms, silt fences, check dams, soil blankets or mats, covers for soil stockpiles, etc.

j. Divert on-site runoff around exposed areas; divert off-site runoff around the site (e.g. swells and dikes).

k. Protect adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.

l. No land clearing operations where grading operations may take place between October 15 and April 15 unless a separate winter erosion control plan is approved prior to beginning such construction.

m. Erosion is to be controlled at all times. The specific measures shown are to be implemented at all times. Additional measures will be required for construction between October 15 and April 15.

34. **(Mitigation Measure 18):** The applicant shall implement the drainage improvement recommendations of the Mesiti-Miller Engineering, Inc., (2017) Preliminary Storm Drainage Report to limit impacts to the Coastal Terrace Prairie grass, erosive bluff edge, and the near-shore marine environment (within the Fitzgerald Marine Reserve adjacent and just west of the project site, including the surveyed area of the endangered coast yellow leptosiphon on the coastal bluff promontory just west of the project site's westernmost property line) utilizing (within the Easement Area as shown) infiltration trenches with overflow spreaders on each lot to disperse the runoff over wide areas and maintain existing hydrology and soil moisture on the site, and using pervious pavers and detention areas to control peak runoff. The respective building permits for each of the four residences shall include a drainage plan that incorporates and implements all drainage measures cited in the report by Mesiti-Miller Engineering, Inc. The project shall minimize alteration of the site's hydrology, including by using permeable pavers (in all driveways, walkways and patio areas) to increase infiltration of rainfall, and installing overflow spreaders in trenches to diffuse runoff.

35. **(Mitigation Measure 19):** Prior to any ground disturbing activities, including vegetation/tree removal or tree trimming, that would occur during the nesting/breeding season of native bird species potentially nesting/roosting on the site (typically February 1 through August 31 in the project region), a survey for nesting birds shall be conducted by a qualified biologist experienced with the nesting behavior of bird species of the region. The intent of the survey would be to determine if active nests of special-status bird species or other species protected by the Migratory Bird Treaty Act and/or the California Fish and Wildlife Code are present in the construction zone or within 500 feet of the construction zone. The surveys shall be timed such that the last survey is concluded no more than 2 weeks prior to initiation of construction or tree removal work. If ground disturbance activities are delayed, then an additional pre-construction survey shall be conducted such that no more than 2 weeks will have elapsed between the last survey and the commencement of ground disturbance activities.

If active nests are found in areas that could be directly affected or subject to prolonged construction-related noise, a no-disturbance buffer zone shall be created around active nests during the breeding season or until a qualified biologist determines that all young have fledged. The size of the buffer zones and types of construction activities restricted within them will be determined through consultation with the California Department of Fish and Wildlife (CDFW), taking into account factors such as the following:

a. Noise and human disturbance levels at the construction site at the time of the survey and the noise and disturbance expected during the construction activity;

b. Distance and amount of vegetation or other screening between the construction site and the nest; and

- c. Sensitivity of individual nesting species and behaviors of the nesting birds.

Limits of construction to avoid an active nest shall be established in the field with flagging, fencing, or other appropriate barriers and construction personnel shall be instructed on the sensitivity of nest areas. A qualified biologist shall serve as a construction monitor during those periods when construction activities would occur near active nest areas of special status bird species and all birds covered by the Migratory Bird Act to ensure that no impacts on these nests occur.

36. **(Mitigation Measure 20):** The new trees indicated on the applicant's Tree Replacement Plan and Tree and Shrub Replanting Plan (found in the Project Plans) shall be planted prior to Planning final approval of the respective building permits for the four residences. Tree removal (identified by tree numbers), new trees and shrubs, additional landscaping, and tree preservation shall be shown on the submitted building plans for each of the four respective residences. The landscaping plan (for tree replacement and all other proposed landscaping) shall include plants that are pest- and/or disease-resistant, drought-tolerant, and attractive to beneficial insects. Upon implementation of the plan (for each of the four residences), the use of quick-release fertilizers shall be minimized. The associated irrigation system shall be designed to efficiently distribute water and minimize runoff. The planting of all new trees shall occur pursuant to the standards for such planting (depth of holes dug, fertilizing at planting and watering for respective tree types) and under the observation of a qualified, licensed arborist. The arborist shall confirm (via letter and/or email) that this has occurred for all trees prior to final inspection approval of the respective building permits for the four residences, to the satisfaction of the Community Development Director.
37. **(Mitigation Measure 21):** Any plan modifications to the subsequent development on the four lots (assuming they are deemed "minor" by the Community Development Director) that occur post issuance of any of the respective building permits for the four residences shall be reviewed by the arborist to assess any potential impacts to existing trees, trees that are being preserved, and/or new trees to be planted affecting trees should be reviewed by the project consulting arborist (arborist) with regard to tree Impacts.
38. **(Mitigation Measure 22):** The submitted building plans for each of the four respective residences shall demarcate a Tree Protection Zone, to be established for all trees to be preserved, in which no disturbance is permitted. These plans shall indicate the method and measures of such protection (i.e., 6-foot high fencing placed at the trees' dripline) pursuant to the design and confirmed observation by the arborist. All such tree protection measures shall be reviewed and approved by the Community Development Director prior to issuance of the respective building permits for the four residences. No grading, excavation, construction or storage of materials, equipment, spoils, waste or wash-out water may be deposited, stored, or parked within the Tree Protection Zone. All underground services, including utilities, sub-drains (and other drainage features), irrigation lines, water and sewer laterals, shall be routed around the Tree Protection Zone. All tree protection measures shall be confirmed by the County to have been implemented prior to the issuance of any of the respective building permits for the four residences. All tree protection measures shall remain until all construction on each respective lot is completed.

39. **(Mitigation Measure 23):** Any herbicides placed under paving materials must be safe for use around trees (as determined and confirmed by the arborist) and labeled for that use.
40. **(Mitigation Measure 24):** All tree pruning shall be done by skilled tree or landscape contractors pursuant to the specific standards (adhering to the latest edition for Best Management Practices – and Tree Pruning as published by the International Society of Arboriculture), directions and under the supervision of the arborist.
41. **(Mitigation Measure 25):** Prior to the initiation of any site disturbance activities (prior to issuance of the building permits), the project contractors working in the vicinity of trees to be preserved shall meet with the arborist at the site to review all work procedures, access routes, storage areas and tree protection measures.
42. **(Mitigation Measure 26):** Upon issuance of the building permits, any excavation within the dripline or other work that is expected to encounter tree roots should be approved and monitored by the arborist. Any roots requiring cutting (including the type of backfill soil, compaction, fertilizing and watering) shall be the standards and under the supervision of the arborist to ensure that such root cutting does not damage the long term health of the tree.
43. **(Mitigation Measure 27):** Should any tree or its roots be damaged during construction, it should be evaluated as soon as possible by the arborist so that appropriate treatments can be applied.
44. **(Mitigation Measure 28):** Any additional or unanticipated tree pruning needed for clearance during construction shall be performed to the standards and under the supervision by the arborist.
45. **(REVISED Mitigation Measure 29):** In addition to Mitigation Measures 34, 35, & 36, and prior to building permit issuance for construction of residences on all or any of the respective lots, the applicant shall **(a) confirm to the satisfaction of the Community Development Director that, prior to the commencement of any ground disturbance activities, they have hired an archaeologist to providing adequately training to any construction crew that will be performing any such activities to ensure that they are aware of how to identify any potential archaeological resources encountered,** and **(b) incorporate, via a note on the first page of the building construction plans, that in the event that archaeological resources are inadvertently discovered during construction, work in the immediate vicinity (within 25 feet) of the find must stop until a qualified archaeologist can evaluate the significance of the find. Construction activities may continue in other areas beyond the 25-foot stop work area. A qualified archaeologist is defined as someone who meets the Secretary of the Interior’s Professional Qualifications Standards in archaeology. The Community Development Director shall be notified of such findings, and no additional work shall be done in the stop work area until the archaeologist has recommended appropriate measures, and those measures have been approved by the Current Planning Section and implemented. Disposition of Native American remains shall comply with CEQA Guidelines Section 15064.5(e).**
46. **(Mitigation Measure 30):** In the event that paleontological resources are inadvertently discovered during construction, work in the immediate vicinity (within 25 feet) of the find must stop until a qualified paleontologist can evaluate the significance of the find. The Community Development Director shall be notified of such findings, and no additional

work shall be done in the stop work area until the paleontologist has recommended appropriate measures, and those measures have been approved by the Current Planning Section and implemented.

47. **(REVISED Mitigation Measure 31):** The applicant confirm to the satisfaction of the Community Development Director that, prior to the commencement of any ground disturbance activity, they have hired an archaeologist to provide adequately training to any construction crew that will be performing any such activities to ensure that they are aware of how to identify any potential human remains and associated burial items encountered. Should any human remains be discovered during construction, all ground disturbing work shall cease and the County Coroner be immediately notified, pursuant to Section 7050.5 of the State of California Health and Safety Code. Work must stop until the County Coroner can make a determination of origin and disposition of the remains pursuant to California Public Resources Code Section 5097.98. If the County Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within 48 hours. A qualified archaeologist, in consultation with the Native American Heritage Commission, shall recommend subsequent measures for disposition of the remains.

Whenever the California Native American Heritage Commission receives notification of a discovery of Native American human remains from a county coroner pursuant to subdivision (c) of Section 7050.5 of the Health and Safety Code, it shall immediately notify those persons it believes to be most likely descended from the deceased Native American. The descendants may, with the permission of the owner of the land, or his or her authorized representative, inspect the site of the discovery of the Native American human remains and may recommend to the owner or the person responsible for the excavation work means for treatment or disposition, with appropriate dignity, of the human remains and any associated grave goods. The descendants shall complete their inspection and make recommendations or preferences for treatment within 48 hours of being granted access to the site. Also see Conditions of Approval 52 and 54 (Mitigation Measures 29 and 31, respectively).

48. Upon the discovery of Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this section, with the most likely descendants regarding their recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.
- a. The descendants' preferences for treatment may include the following:
 - b. The nondestructive removal and analysis of human remains and items associated with Native American human remains.
 - c. Preservation of Native American human remains and associated items in place.
 - d. Relinquishment of Native American human remains and associated items to the descendants for treatment.
 - e. Other culturally appropriate treatment.

f. The parties may also mutually agree to extend discussions, taking into account the possibility that additional or multiple Native American human remains, as defined in this section, are located in the project area, providing a basis for additional treatment measures.

49. For the purposes of this section, “conferral” or “discuss and confer” means the meaningful and timely discussion and careful consideration of the views of each party, in a manner that is cognizant of all parties’ cultural values, and where feasible, seeking agreement. Each party shall recognize the other’s needs and concerns for confidentiality of information provided to the other.

50. Human remains of a Native American may be an inhumation or cremation, and in any state of decomposition or skeletal completeness. Any items associated with the human remains that are placed or buried with the Native American human remains are to be treated in the same manner as the remains, but do not by themselves constitute human remains.

51. Whenever the Commission is unable to identify a descendant, or the descendants identified fail to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the descendants and the mediation provided for in subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall reinter the human remains and items associated with Native American human remains with appropriate dignity on the property in a location not subject to further and future subsurface disturbance. To protect these sites, the landowner shall do one or more of the following:

- a. Record the site with the Commission or the appropriate Information Center.
- b. Utilize an open-space or conservation zoning designation or easement.
- c. Record a document with the county in which the property is located.

The document shall be titled “Notice of Reinterment of Native American Remains” and shall include a legal description of the property, the name of the owner of the property, and the owner’s acknowledged signature, in addition to any other information required by this section. The document shall be indexed as a notice under the name of the owner.

52. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with the descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of the discovery may be ascertained from a review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to subdivision (e).

53. Notwithstanding Section 5097.9, this section, including those actions taken by the landowner or his or her authorized representative to implement this section and any action taken to implement an agreement developed pursuant to subdivision (l) of Section

- 5097.94, shall be exempt from the requirements of the California Environmental Quality Act (Division 13, commencing with Section 21000).
54. Notwithstanding Section 30244, this section, including those actions taken by the landowner or his or her authorized representative to implement this section and any action taken to implement an agreement developed pursuant to subdivision (l) of Section 5097.94, shall be exempt from the requirements of the California Coastal Act of 1976 (Division 20, commencing with Section 30000).
55. **(Mitigation Measure 32):** The project design for the development of each of the four lots (at the time of the submitted respective building permits), shall each include lot-specific geotechnical reports and shall carefully follow the geotechnical recommendations presented in the subject Haro, Kasunich and Associates (HKA) geotechnical report (pages 25 through 46, except where such recommendations affect Lot 4), covering the following categories: General Site Grading (including Cut and Fill Slopes); Foundations (including Conventional Spread and Skin Friction Pier Foundations); Perched Groundwater Drainage (including Concrete Slab-On-Ground); Retaining Walls (including Lateral Pressures and use of Tie-Backs); Utility Trenches; Surface Drainage (including use of Curtain Drains); Pavement Design; and Plan Review, Construction Observation and Testing. Additionally, and more specifically, the project design for the development on Lot 4 shall carefully follow the recommendations presented in the HKA Geotechnical Investigation Update, dated June 13, 2018. Specifically, the proposed residence and other structures on Lot 4 are recommended to be supported by shallow stiffened grid foundations or structural mat foundations, either of which is capable of withstanding the estimated liquefaction induced vertical ground settlement (from an earthquake) and capable of being re-leveled after such an event. Shallow stiffened foundations are recommended by geotechnical consultants for single family dwelling construction on sites with potentially liquefiable soils as an alternative to ground improvements (i.e., stone columns, compaction grouting) or deep driven piles, either of which would have a much higher environmental impact to the site. Any such changes to the recommendations by the project geotechnical engineer presented in this report shall be pursuant to the review and approval of the County's geotechnical engineer.
56. **(Mitigation Measure 33):** The applicant's architect shall complete and submit the County 2013 Energy Efficiency Climate Action Plans (EECAP) Development Checklist, and shall incorporate applicable measures and performance criteria into the submitted building plans for each of the four residences.
57. **(Mitigation Measure 34):** Should any traditionally or culturally affiliated Native American tribe respond to the County's issued notification for consultation, such process shall be completed and any resulting agreed upon measures for avoidance and preservation of identified resources be taken prior to implementation of the project.
58. **(Mitigation Measure 35):** In the event that tribal cultural resources are inadvertently discovered during project implementation, all work shall stop until a qualified professional can evaluate the find and recommend appropriate measures to avoid and preserve the resource in place, or minimize adverse impacts to the resource, and those measures shall be approved by the Current Planning Section prior to implementation and continuing any work associated with the project.
59. **(Mitigation Measure 36):** Any inadvertently discovered tribal cultural resources shall be treated with culturally appropriate dignity taking into account the tribal cultural values and

meaning of the resource, including, but not limited to, protecting the cultural character and integrity of the resource, protecting the traditional use of the resource, and protecting the confidentiality of the resource.

Department of Public Works

60. The applicant shall have prepared, by a registered civil engineer, a drainage analysis of the proposed subdivision and submit it to the Department of Public Works for review and approval. The drainage analysis shall consist of a written narrative and a plan. The flow of the stormwater onto, over, and off of the property being subdivided shall be detailed on the plan and shall include adjacent lands as appropriate to clearly depict the pattern of flow. The analysis shall detail the measures necessary to certify adequate drainage. Post-development flows and velocities shall not exceed those that existed in the pre-developed state. Recommended measures shall be designed and included in the street improvement plans and submitted to the Department of Public Works for review and approval.
61. Prior to the issuance of the building permit or planning permit (if applicable), the applicant shall submit a driveway "Plan and Profile," to the Department of Public Works, showing the driveway access to the parcel (garage slab) complying with County Standards for driveway slopes (not to exceed 20%) and to County Standards for driveways (at the property line) being the same elevation as the center of the access roadway. When appropriate, as determined by the Department of Public Works, this plan and profile shall be prepared from elevations and alignment shown on the roadway improvement plans. The driveway plan shall also include and show specific provisions and details for both the existing and the proposed drainage patterns and drainage facilities.
62. The applicant shall submit to the Department of Public Works and the Planning Department, review, deed restrictions for sensitive habitat, coastal access, as needed.
63. Erosion and sediment control during the course of this grading work shall be according to a plan prepared and signed by the Engineer of Record, and approved by the Department of Public Works and the Planning Department. Revisions to the approved erosion and sediment control plan shall be prepared and signed by the Engineer.
64. It shall be the responsibility of the applicant's engineer to regularly inspect the erosion control measures and determine that they are functioning as designed and that proper maintenance is being performed. Deficiencies shall be immediately corrected.
65. Prior to the issuance of the Building Permits for each of the four residences, the applicant will be required to provide payment of "roadway mitigation fees" based on the square footage (assessable space) of the proposed building per Ordinance No. 3277.
66. The applicant shall submit a Lot Line Adjustment/Parcel Map to the Department of Public Works County Surveyor for review, to satisfy the State of California Subdivision Map Act. The final map will be recorded only after all Inter Department conditions have been met.
67. The applicant shall submit written certification from the appropriate utilities to the Department of Public Works and the Planning and Building Department stating that they

will provide utility (e.g., sewer, water, energy, communication, etc.) services to the proposed parcels of this Lot Line Adjustment.

Building Inspection Section

68. The proposed structures associated with this application shall obtain building permits.
69. The proposed structures associated with this application shall be designed and constructed using the currently adopted and locally amended California Building Standards Codes, which at the time of this review is the 2016 version.

Environmental Health Services

70. The applicant shall obtain a well destruction permit (for the existing capped well on APN 037-083-260; Lot 4) from Environmental Health Services. The well destruction shall to the standards of and be witnessed by Environmental Health Services.

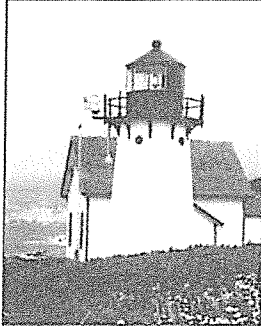
Coastside Fire Protection District

71. Fire Department access shall be to within 150 feet of all exterior portions of the facility and all portions of the exterior walls of the first story of the buildings as measured by an approved access route around the exterior of the building or facility. Access shall be asphalt and be a minimum of 20 feet wide, with roadway and able to support a fire apparatus weighing 75,000 lbs. Where a fire hydrant is located in the access, a minimum of 26 feet is required for a minimum of 20 feet on each side of the hydrant. Fire Department access less than 26 feet in width shall require NO PARKING FIRE LANE CVC 22500 1 posted on both sides of roadway.
72. All buildings that have a street address shall have the number of that address on the building, mailbox, or other type of sign at the driveway entrance in such a manner that the number is easily and clearly visible from either direction of travel from the street. Residential buildings shall have internally illuminated address numbers contrasting with the background so as to be seen from the public way fronting the building. Residential address numbers shall be at least six feet above the finished surface of the driveway. An address sign shall be placed at each break of the road where deemed applicable by the Coastside Fire Protection District. Numerals shall be contrasting in color to their back-ground and shall be no less than 4 inches in height, and have a minimum 3/4-inch stroke. Remote signage shall be a 6-inch x 18-inch green reflective metal sign.
73. No combustibles shall be on-site prior to required fire protection water supply and fire department access provided.
74. Contact the Fire Marshal's Office to schedule Inspections prior to occupancy and Final Inspection by a Building Inspector. Allow for a minimum 72-hour notice to the Fire Department at 650/726-5213. This project will require the formation of a Mello-Roos Community Facilities District (CFD) before final.
75. A fire flow of 1,000 gallons per minute (gpm) for 2 hours with a 20 pounds per square inch (psi) residual operating pressure must be available as specified by additional project conditions to the project site. The applicant shall provide documentation including hydrant location, main size, and fire flow report at the building permit application stage.

Inspection required prior to Fire's final approval of the building permit or before combustibles are brought on site.

76. Maintain around and adjacent to such buildings or structures a fuelbreak/firebreak made by removing and clearing away flammable vegetation for a distance of not less than 30 feet and up to 100 feet around the perimeter of all structures, or to the property line, if the property line is less than 30 feet from any structure.
77. The required fire flow shall be available from a Clow 960 Standard 6" Wet Barrel Fire Hydrant. The configuration of the hydrant shall have a minimum of one each 4 1/2-inch outlet and one each 2 1/2-inch outlet located not more than 250 feet from the building measured by way of approved drivable access to the project site.
78. The applicant shall install the proper occupancy separations, as per current California Building and Residential Codes. Plans at the building permit application stage shall include listing and construction details. Inspections will occur throughout construction and prior to Fire's final approval of the building permit.
79. All roof assemblies shall have a minimum CLASS-B fire resistive rating and be installed in accordance with the manufacturer's specifications and current California Building and Residential Codes.
80. Smoke alarms and carbon monoxide detectors shall be installed in accordance with the California Building and Residential Codes. This includes the requirement for hardwired, interconnected detectors equipped with battery backup and placement in each sleeping room in addition to the corridors and on each level of the residence.
81. An approved Automatic Fire Sprinkler System meeting the requirements of NFPA-13D shall be required to be installed for your project. Plans shall be submitted to the San Mateo County Building Inspection Section for review and approval by the authority having jurisdiction.
82. A statement that the building will be equipped and protected by automatic fire sprinklers must appear on the title page of the building plans.
83. If applicable, street signs shall be posted at each intersection conforming to the standards of the Department of Public Works.

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MONTARA WATER & SANITARY DISTRICT

Serving the Communities of Montara and Moss Beach

P.O. Box 370131

8888 Cabrillo Highway

Montara, CA 94037-0131

Tel: (650) 728-3545

Fax: (650) 728-8556

E-mail: mwsd@coastside.net

Visit Our Web Site: <http://www.mwsd.montara.com>

May 18, 2017

Recommended Conditions of Approval for PLN2015-00380, APN 037086230, Graham Dick et al, 0 Vallemar & Juliana St, Moss Beach:

Generally Water and Sewer Connections are available within MWSD on a first come first serve basis and in conjunction with project approval through the planning agencies. The available information for the 0 Vallemar & Juliana Project is limited and should be updated to include the application for a subdivision or lot-line adjustment and an adequate description of how water and sewer services are to be provided.

A sewer mainline extension from Vallemar Pump station to serve all structures will be required. MWSD Code requires mainline frontage within the public right of way for each individual home. All homes might be required to install a pressurized sewer line.

Applicant required to obtain a Sewer Permit prior to issuance of building permit. Sewer Connection Fees must be paid prior to issuance of connection permit. Pressurized laterals with Grinder Pumps might be required.

Applicant required to obtain a Domestic Water Connection Permit prior to issuance of building permit. Connection fee for domestic water must be paid prior to issuance of connection permit. Proof of well abandonment to SMC Health Department standards may be required.

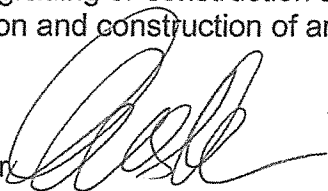
Connection to the District's fire protection system is required. Certified Fire Protection Contractor must certify adequate fire flow calculations. Connection fee for fire protection system is required. Connection charge must be paid prior to issuance of Private Fire Protection permit.

Applicants must first apply directly to District for permits and not their contractor.

An abandoned sewer line crosses the proposed development property. A release and hold harmless agreement in favor of the District regarding the effects of the

line, if any, on any grading or construction activities conducted on the property, including the location and construction of any utilities and improvements.

Clemens Heldmaier
MWSD

A handwritten signature in black ink, appearing to read 'Clemens Heldmaier', written over the printed name.

**County of San Mateo
Assessor-County Clerk-Recorder
Mark Church**

**555 County Center
Redwood City, CA, 94063**

Finalization 2020009491
2/10/20 8:47 am
014 100

Item Title

Document ID	Amount
1 Agreement	
DOC# 2020-011107	159.00

Total 0.00

Payment Type	Amount
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NO FEE	159.00
Amount Due	0.00

**THANK YOU
PLEASE RETAIN THIS RECEIPT
FOR YOUR RECORDS**

Bond No. ES00004300
Premium: Included in Perf. Bond

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that, WHEREAS, the Board of Montara Water and Sanitary District, a public entity located in San Mateo County, State of California, has entered into an agreement with Moss Beach Associates, LLC, a California Limited Liability Corporation, hereinafter designated as "Principal", a Contract for construction and

Acquisition of Sewer Main Extension, Development of Property designated "Vallemar Street at Juliana Avenue, Moss Beach, APNs: 037-086-230, -240, -250, -260, -270, -280 and -290"

WHEREAS, the Principal is required to furnish a bond in connection with said Contract, providing that if said Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal and Everest Reinsurance Company, as Surety, are held and firmly bound unto Montara Water and Sanitary District in the penal sum One Hundred Ninety Nine Thousand Five Hundred Six and no/100 Dollars, (\$199,506.00), lawful money of the United States of America, being not less than one hundred (100) percent of the Contract Amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his/her or its heirs, executors, administrators, successors, transferees or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Act of the Legislature of the State of California entitled "An Act to secure the payment of persons who furnished materials, contractors in the performance of such work and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, (Calif. Civil Code Sec. 3247, et seq.), and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, power for or contributing to said Work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 14th day of January, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Moss Beach Associates, LLC, a California Limited Liability Corporation

Name

Craig French

Title

Member/Manager

Signature

Craig French

(SEAL)

Surety

Everest Reinsurance Company

Name

Attorney-in-Fact, Patrick R. Diebel

Title

Patrick R. Diebel

Signature

(SEAL)

Surety shall have an AM Best rating of A:VII, or better.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

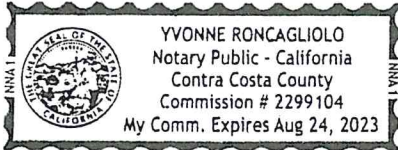
On January 14, 2020 before me, Yvonne Roncagliolo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Patrick R. Diebel
Name(s) of Signer(s)

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 *[Handwritten Signature]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick R. Diebel
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

~~Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____~~

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Stanley D. Loar, Charles R. Shoemaker, Mark M. Munekawa, Nancy L. Hamilton, Nerissa S. Bartolome, Yvonne Roncagliolo, Alicia Dass, Patrick R. Diebel, Valerie Garcia, Sara Ridge, Thomas E. Hughes, Joan DeLuca, Kelly Holtemann

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 14th day of January 2020.





EVEREST.

AGREEMENT OF INDEMNITY

This Agreement of Indemnity (hereinafter referred to as the "Agreement") is made and entered into this 30th day of December, 2019, with and in favor of Everest Reinsurance Company and Everest National Insurance Company, and their affiliated, associated and subsidiary companies, successors and assigns (hereinafter collectively referred to as the "Surety") and executed by:

<u>Name</u>	<u>Social Security or Tax ID Number</u>
Moss Beach Associates, LLC	46-1447136
Craig Alan French	572-66-5037
Owen Lawlor	556-33-9715
Laurence E. Pearson	552-04-1837
French 2002 Trust Dated September 13, 2002	
The Lawlor Family Revocable Trust Agreement Dated December 7, 2015	

together with any partnerships, associations, corporations, successors, assigns, affiliates, related entities, subsidiaries and/or divisions of the Indemnitor whether now existing or hereafter formed or acquired, whether alone or in joint venture with others not named herein (hereinafter collectively referred to as the "Indemnitor(s)").

RECITALS

WHEREAS, the Indemnitor, in the performance of contracts and the fulfillment of obligations generally, whether in its own name solely or as co-venturer with others, may desire or be required to give or procure certain surety bonds, undertakings or instruments of guarantee, and to renew, or continue or substitute from time to time the same, or new bonds, undertakings or instruments of guarantee with the same or different penalties, and/or conditions, (hereinafter referred to as "Bonds");the Indemnitor to request the Surety to refrain from canceling said Bonds; and

WHEREAS, at the request of the Indemnitor and upon the express understanding that this Agreement be given, the Surety has executed or procured to be executed, and may from time to time hereafter execute or procure to be executed, said Bonds on behalf of the Indemnitor; and

WHEREAS, the Indemnitor have a substantial, material and beneficial interest in the obtaining of the Bonds or in the Surety's refraining from canceling the Bonds.

NOW, THEREFORE, in consideration of the premises set forth herein, the Indemnitor jointly and severally hereby covenant and agree with the Surety, as follows:

I - PREMIUMS

The Indemnitor will pay to the Surety in such manner as may be agreed upon all premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise agreed upon, until the Indemnitor shall serve evidence satisfactory to the Surety of its discharge or release from the Bonds and all liability by reason thereof.

II - INDEMNITY; DISCHARGE

The Indemnitor shall exonerate, hold harmless and indemnify the Surety from and against any and all liability, loss, costs, damages, fees of attorneys and consultants, and other expenses, including interest, which the Surety may sustain and incur: (i) by reason of, or in consequence of, having executed or procured the execution of the Bonds, including, without limitation, making any investigation in connection with any Bond, prosecuting or defending any action and obtaining the release of any Bond; (ii) by reason of the failure of the Indemnitor to perform or comply with the covenants and conditions of this Agreement; or (iii) in enforcing any of the covenants and conditions of this Agreement. Payment by reason of the aforesaid causes shall be made to the Surety by the Indemnitor as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor. An itemized statement sworn to by the Surety, or the voucher or vouchers or other evidence of payment, compromise or

liability shall be prima facie evidence of the fact and amount of the Indemnitor's liability under this Agreement. The Indemnitor will, at the request of the Surety, procure the discharge of the Surety from any Bond and all liability by reason thereof. Upon such discharge or release, the Surety shall return to the Indemnitor any portion of any premium paid which is unearned as a result of such discharge or release.

III - ASSIGNMENT

The Indemnitor hereby assign, transfer and set over, to the Surety, as collateral to secure the obligations in any and all of the paragraphs of this Agreement and any other indebtedness and liabilities of the Indemnitor to the Surety, whether heretofore or hereafter incurred, the assignment in the case of each contract to become effective as of the date of the Bond covering such contract: (a) all of the Indemnitor's rights, title and interest in, and arising in any manner out of, all contracts referred to in the Bonds (whether or not bonded), or in, or arising in any manner out of the Bonds; (b) any and all sums that may be due or hereafter become due on account of any and all contracts referred to in the Bonds including, but not limited to, all percentages retained, progress payments, deferred payments, compensation for extra work and proceeds of damage claims; (c) all of the Indemnitor's rights, title and interest in and to all machinery, supplies, equipment, plant, tools and materials of every nature and description which are now, or may hereafter be, about or upon the site or sites of any and all of the contractual work referred to in the Bonds or elsewhere, including material purchased for or chargeable to any and all contracts referred to in the Bonds, materials which may be in process of construction, in storage elsewhere, or in transportation to any and all of said sites; (d) all proprietary systems, software or any other assets of a similar nature which are employed by the Indemnitor in connection with any and all contractual work referred to in the Bonds; (e) all of the Indemnitor's rights, title and interest in and to all subcontracts let or to be let in connection with any and all contracts referred to in the Bonds, and in and to all surety bonds supporting such subcontracts; (f) all actions, causes of actions, claims and demands whatsoever which the Indemnitor may have or acquire against any subcontractor, laborer or materialman, or any person furnishing or agreeing to furnish or supply labor, material supplies, machinery, tools or other equipment in connection with or on account of any and all contracts referred to in the Bonds; and all actions, causes of actions, claims and demands whatsoever which the Indemnitor may have or acquire against any surety or sureties of any subcontractor, laborer, or materialman and (g) all proceeds of the foregoing.

IV - TRUST FUND

If any of the Bonds are executed in connection with a contract which by its terms or by law prohibits the assignment of the contract's proceeds, or any part thereof, the Indemnitor covenant and agree that all payments received for or on account of said contract shall be held as a trust fund in which the Surety has an interest, for the payment of obligations incurred in the performance of the contract and for labor, materials, and services furnished in the prosecution of the work provided in said contract or any authorized extension or modification thereof; and, further, it is expressly understood and declared that all monies due and to become due under any contract or contracts covered by the Bonds are trust funds, whether in the possession of the Indemnitor or otherwise, for the benefit of and for payment of all such obligations in connection with any such contract or contracts for which the Surety would be liable under any of said Bonds, which said trust also inures to the benefit of the Surety for any liability or loss it may have or sustain under any said Bonds, and this Agreement and declaration shall also constitute notice of such trust.

V - UNIFORM COMMERCIAL CODE

This Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect, and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.

VI - TAKEOVER

In the event of any breach or default asserted by the obligee in any Bonds, or the Indemnitor has abandoned the work on or forfeited any contract or contracts covered by any Bonds, or has failed to pay obligations incurred in connection therewith, or in the event of the death, disappearance, Indemnitor's conviction for a felony, imprisonment, incompetency, insolvency, or bankruptcy of the Indemnitor, or the appointment of a receiver or trustee for the Indemnitor, or the property of the Indemnitor, or in the event of an assignment for the benefit of creditors of the Indemnitor, or if any action is taken by or against the Indemnitor under or by virtue of Title 11 of the United States Code (the "Act"), as now constituted or hereafter amended, or any other Federal, state or foreign

bankruptcy, insolvency, receivership or similar law, or should reorganization or arrangement proceedings be filed by or against the Indemnitor under said Act, or if any action is taken by or against the Indemnitor under the insolvency laws of any state, possession, or territory of the United States, the Surety shall have the right, at its option and in its sole discretion and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any Bonds, and at the expense of the Indemnitor to complete or arrange for the completion of the same, and the Indemnitor shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

VII - CHANGES

The Surety is authorized and empowered, without notice to or knowledge of the Indemnitor: to assent to any change whatsoever in the Bonds, and/or any contracts referred to in the Bonds, and/or in the general conditions, plans and/or specifications accompanying said contracts, including, but not limited to, any change in the time for the completion of said contracts and to payments or advances thereunder before the same may be due; to assent to or take any assignment or assignments; to execute or consent to the execution of any continuations, extensions or renewals of the Bonds; and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the Indemnitor shall remain bound under the terms of this Agreement even though any such assent by the Surety does or might substantially increase the liability of said Indemnitor .

VIII - ADVANCES

The Surety is authorized and empowered to guarantee loans, to advance or lend to the Indemnitor any money, which the Surety may see fit, for the purpose of any contracts referred to in, or guaranteed by the Bonds; and all money expended in the completion of any such contracts by the Surety, or lent or advanced from time to time to the Indemnitor, or guaranteed by the Surety for the purposes of any such contracts, and all costs, and expenses incurred by the Surety in relation thereto, unless repaid with legal interest by the Indemnitor to the Surety when due, shall be presumed to be a loss by the Surety for which the Indemnitor shall be responsible, notwithstanding that said money or any part thereof should not be so used by the Indemnitor.

IX - REPORTING; BOOKS & RECORDS

At any time during business hours and until such time as the liability of the Surety under a Bond is terminated and the Surety is fully reimbursed for all of its losses, costs and expenses as a result of having executed, provided or procured said Bond on behalf of the Indemnitor, the Surety shall have access to the books, records, software, data bases, computer stored information, contract documents, drawings, and accounts of the Indemnitor, wherever located, for the purpose of inspection, copying and reproduction.

The Indemnitor authorize the Surety or its designee to investigate the financial condition of the Indemnitor, the status of work under contracts being performed by the Indemnitor, the condition of the performance of such contracts, the status of payment of accounts of the Indemnitor and all other matters deemed appropriate by the Surety for the purpose of determining whether or not to execute the Bond on the Indemnitor's behalf or in investigating claims made against the Bond or in investigating the Surety's exposure to loss generally. When requested by the Surety, banks, depositories, accountants, attorneys, credit reporting agencies, obligees on a Bond, architects, materialmen, subcontractors, supply houses, prior and subsequent sureties, and joint venturers are hereby authorized and directed by the Indemnitor to furnish the Surety any information requested. The Surety and every such person from whom such information is requested hereby are and shall be released and discharged of any and all claim, liability and responsibility which they or any of them might otherwise incur or be subject to for or by reason of any such receipt or disclosure of any information respecting the Indemnitor which is obtained or utilized pursuant hereto.

X - BOND EXECUTION

Unless otherwise specifically agreed in writing, the Surety may decline to execute any Bond and the Indemnitor agree to make no claim to the contrary in consideration of the Surety's receiving this Agreement; and if the Surety shall execute a bid or proposal bond, it shall have the right to decline to execute any and all of the bonds that may be required in connection with any award that may be made under the proposal for which the bid or proposal bond is given and such declination shall not diminish or alter the liability that may arise by reason of having executed the bid or proposal bond. The Indemnitor hereby waive notice of the

execution of said Bonds and of the acceptance of this Agreement, and the Indemnitor hereby waive all notice of any default, or any other act or acts giving rise to any claim under said Bonds, as well as notice of any and all liability of the Surety under said Bonds, and any and all liability on their part hereunder, to the end and effect that, the Indemnitor shall be and continue liable hereunder, notwithstanding any notice of any kind to which they might have been or be entitled, and notwithstanding any defenses they might have been entitled to make.

XI - SETTLEMENTS

The Surety shall have the exclusive right for itself and for the Indemnitor to adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds. In the event of any payment by the Surety, the Indemnitor agree that in any accounting between the Surety and the Indemnitor, the Surety shall be entitled to charge for any and all disbursements made by it in good faith in and about the matters contemplated by this Agreement under the belief that it is or was liable for the sums and the amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed.

If the Indemnitor request the Surety to litigate any claim or demand, or to defend any suit, or to appeal any judgment, it shall deposits with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorney's fees, including those of the Surety

XII - SURETIES

In the event the Surety procures the execution of the Bonds by other sureties, or executes the Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties, as their interest may appear.

XIII - SUITS

Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits, upon other causes of action, whether theretofore or thereafter arising.

XIV - OTHER INDEMNITY

The Indemnitor shall continue to remain bound under the terms of this Agreement even though the Surety may have from time to time heretofore or hereafter, with or without notice to or knowledge of the Indemnitor, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said Bonds, from the Indemnitor or others, it being expressly understood and agreed by the Indemnitor that any and all other rights which the Surety may have or acquire against the Indemnitor and/or others under any such other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the Surety under this Agreement.

XV - INVALIDITY

If any of the parties mentioned in this Agreement fail to execute the same, or if the execution hereof by any of the parties is defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. It is understood and agreed by the Indemnitor that the rights, powers, and remedies given the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Indemnitor or others, whether by the terms of any other agreement or by operation of law or otherwise.

XVI - ATTORNEY IN FACT

The Indemnitor hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Indemnitor assigned, transferred and set over to the Surety in this Agreement, and in the name of the Indemnitor to make, execute, and deliver any and all additional or other assignments, documents or papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of this within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Indemnitor hereby ratify and confirm all acts and actions taken and done by the Surety as such attorney-in-fact.

XVII - TERMINATION

This Agreement may be terminated by the Indemnitor upon sixty (60) day's written notice sent by registered mail to the Surety at its offices at 461 5th Avenue, New York, New York, 10017, but any such notice of termination shall not operate to modify, bar, or discharge the Indemnitor as to Bonds that may have been theretofore executed, or with respect to Bonds executed after the date of termination, upon the award of a contract to an Indemnitor on a bid or proposal with respect to which Surety has executed a bid or proposal or similar bond prior to the date of termination, shall operate only with respect to those Indemnitor upon whose behalf such notice of termination shall have been given.

XVIII - PLACE IN FUNDS

Immediately upon demand, the Indemnitor will deposit with Surety, as collateral security, money or other collateral satisfactory to Surety, equal to : (1) the liability of Surety, if established; (2) the liability asserted against Surety; or (3) the reserve established by Surety, or any increase thereof, to cover any liability for loss or expense for which the Indemnitor may be obligated to indemnify Surety under the terms of the Agreement. Surety shall have the right to use the collateral, or any part thereof, in payment of settlement of any liability, loss or expense for which the Indemnitor is or would be obligated to indemnify Surety under the terms of this Agreement.

At the Surety's sole option, such collateral shall be in addition to and not in lieu of any other collateral that has been previously provided by the Surety.

XIX - GOVERNING LAW: JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of the State of California without regard to conflict of laws principles. As to any legal action or proceeding related to this Agreement, the Indemnitor shall be subject to the jurisdiction of the federal courts, or if such courts do not have jurisdiction then the state courts, located in the State of California, and shall waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis. The Indemnitor further waive personal service of any and all process.

XX - OTHER SURETIES

The Indemnitor agree that the security and collateral terms agreed to by the Indemnitor for the benefit of the Surety shall be no less favorable to the Surety than those offered by the Indemnitor to other sureties.

XXI – REPRESENTATIONS & WARRANTIES

The Indemnitor hereby makes the following representation and warranties to the Surety on and as of the effective date of this Agreement, and the Surety shall be entitled to rely upon the truth, accuracy and completeness of the following representations and warranties without regard to any other information that may be now or hereafter known by or disclosed to the Surety: (i) the Indemnitor has all necessary corporate or other power, authority or legal right to execute, deliver and perform the Indemnitor's obligations under this Agreement; (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or other action on the Indemnitor's part (including any required shareholder approvals), (iii) This Agreement has been duly and validly executed and delivered by the Indemnitor and constitutes when executed and delivered by the Indemnitor a legal valid and binding obligation, enforceable against each of the Indemnitor in accordance with its terms.

IN WITNESS WHEREOF, this AGREEMENT is executed by the parties to be effective on the day and date first set forth above.

INDEMNITORS:

ATTEST:

By:

Jon P. Sisk

Moss Beach Associates, LLC

By: Craig Alan French

Title: Managing Member

ATTEST:

By:

Jon P. Sisk

Craig Alan French

By: Craig Alan French—Individual Indemnitor

ATTEST:

By:

Jon P. Sisk

Owen Lawlor

By: Owen Lawlor—Individual Indemnitor

ATTEST:

By:

Laurence E. Pearson

By: Laurence E. Pearson —Individual Indemnitor

ATTEST:

By:

Jon P. Sisk

French 2002 Trust Dated September 13, 2002

By: Craig Alan French

Title: Trustee

ATTEST:

By:

Jon P. Sisk

The Lawlor Family Revocable Trust Agreement Dated December 7, 2015

By: Owen Lawlor

Title: Trustee

IN WITNESS WHEREOF, this AGREEMENT is executed by the parties to be effective on the day and date first set forth above.

INDEMNITORS:

ATTEST:

Moss Beach Associates, LLC

By:

By: Craig Alan French
Title: Managing Member

ATTEST:

Craig Alan French

By:

By: Craig Alan French—Individual Indemnitor

ATTEST:

Owen Lawlor

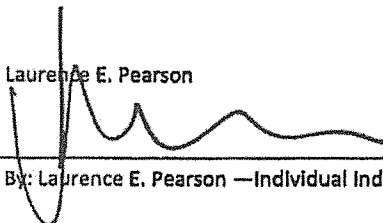
By:

By: Owen Lawlor—Individual Indemnitor

ATTEST:

Christi L. Bradbury, CFO
By: *Christi L. BRADBURY*

Laurence E. Pearson


By: Laurence E. Pearson — Individual Indemnitor

ATTEST:

French 2002 Trust Dated September 13, 2002

By:

By: Craig Alan French
Title: Trustee

ATTEST:

The Lawlor Family Revocable Trust Agreement Dated
December 7, 2015

By:

By: Owen Lawlor
Title: Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

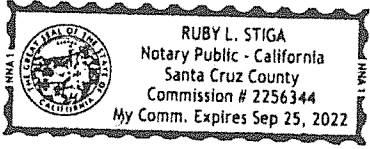
State of California

County of Santa Cruz

On January 3, 2020 before me, Ruby L Stiga Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Owen Lawlor
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

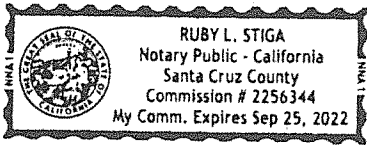
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Cruz
On January 9, 2020 before me, Ruby L Stiga Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Craig Alan French
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

Bond No. ES00004300
Premium: \$3,990.00/per year

BOND OF FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS: that, WHEREAS, the Board of the Montara Water and Sanitary District, a public entity located in San Mateo County, State of California, has entered into an agreement with Moss Beach Associates, LLC, a California Limited Liability Corporation, hereinafter designated the "Principal", a Contract for Construction and

Acquisition of Sewer Main Extension, Development of Property designated "Vallemar Street at Juliana Avenue, Moss Beach, APNs: 037-086-230, -240, -250, -260, -270, -280 and -290"

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, we, the Principal and Everest Reinsurance Company, as Surety, are held and firmly bound unto Montara Water and Sanitary District in the penal sum of (\$199,506.00), lawful money of the United States of America, being not less than one hundred (100) percent of the Contract Amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his/her or its heirs, executors, administrators, successors, transferees or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements of said Contract and any alterations made as therein provided on the Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Montara Water and Sanitary District, its officers employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the amount of One Hundred Ninety Nine Thousand Five Hundred Six and no/100 Dollars, (\$ 199,506.00), being not less than one hundred (100) percent of the Contract Amount, shall hold good for a period of one (1) year after the completion and Acceptance of the said Work, during which time if the above bounded Principal, his/her or its heirs, executors, administrators, successors transferees or assigns shall fail to make full, complete and satisfactory repair and replacements or totally to protect Montara Water and Sanitary District from loss or damage made evident during said period of one (1) year from the date of Acceptance of said Work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in said sum of One Hundred Ninety Nine Thousand Five Hundred Six and no/100 Dollars, (\$199,506.00), shall remain in full force and effect, otherwise the above obligation shall be void.

Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the Contract Documents.

In the event Montara Water and Sanitary District, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, Principal and Surety, jointly and severally, agree to pay to Montara Water and Sanitary District or its successors or assigns, a reasonable sum on account of its attorney's fees incurred in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this 14th day of January 2020, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

Moss Beach Associates, LLC, a California Limited Liability Corporation

Name

Craig French

Title

Member / Manager

Signature

Craig French

(SEAL)

Surety

Everest Reinsurance Company

Name

Attorney-in-Fact, Patrick R. Diebel

Title

Patrick R. Diebel

Signature

(SEAL)

Surety shall have an AM Best rating of A:VII, or better.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

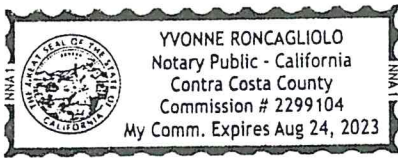
On January 14, 2020 before me, Yvonne Roncagliolo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick R. Diebel
Name(s) of Signer(s)

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 *[Handwritten Signature]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick R. Diebel
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

~~Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____~~

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Stanley D. Loar, Charles R. Shoemaker, Mark M. Munekawa, Nancy L. Hamilton, Nerissa S. Bartolome, Yvonne Roncagliolo, Alicia Dass, Patrick R. Diebel, Valerie Garcia, Sara Ridge, Thomas E. Hughes, Joan DeLuca, Kelly Holtemann

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nicole Chase

Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

Anthony Romano

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 14th day of January 2020.





MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: October 21, 2021

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

**SUBJECT: Review and Possible Action to Designate
Authorized Voter to Attend ACWA's General
Session Meeting.**

The Association of California Water Agencies (ACWA) will hold a General Session Membership Meeting on December 1, 2021, during the ACWA Fall Convention in Pasadena. ACWA plans to elect their chair and vice chair at the meeting. Member agencies are asked to designate a representative and alternate that can either attend and vote in person, or online.

Director Slater Carter has raised interest in attending the ACWA Fall Convention, and also to attend the General Session Meeting to vote on behalf of the MWSD.

Director Lohman is currently the designated MWSD ACWA representative.

RECOMMENDATION:

Authorize Director Slater-Carter to attend the ACWA Fall 2021 Meeting and Authorize Director Slater-Carter to vote on behalf of MWSD at the ACWA General Session Membership Meeting. Designate an alternate that could attend the meeting virtually.



MEMORANDUM

Via U.S. Mail and Electronic Mail

TO: ACWA Member Agency Board Presidents and General Managers
CC: ACWA Board of Director
FROM: Dave Eggerton, ACWA Executive Director
DATE: October 4, 2021
SUBJECT: Notice of General Session Membership Meeting — December 1, 2021

There will be a General Session Membership Meeting on **December 1, 2021, at 12:00 p.m.** The purpose of this meeting is to formally nominate and elect ACWA's President and Vice President for the 2022-2023 term. At its meeting on September 24, 2021, the ACWA Board of Directors approved procedures whereby ACWA members will be able to participate and vote in the upcoming membership meeting and election in person or virtually. These procedures are in accordance with California Corporations Code Sections 20, 21, 5079 and subsections (a) and (f) of Section 7510, as well as Article 9 of ACWA's Bylaws. The in-person meeting will be held in Ballroom D-H of the Pasadena Convention Center. Virtual voting delegates will participate via Zoom. Staff will provide the Zoom access information to the virtual voting delegates upon receipt of the Voter Designation & Information Form and the member agency's Consent to Electronic Transmissions, Meetings & Voting Form. Members who wish to attend the membership meeting virtually as a non-voting participant can obtain the registration link by contacting Clerk of the Board Donna Pangborn at donnap@acwa.com or 916-441-4545 to confirm their member agency has submitted the requisite Consent to Electronic Transmissions, Meetings & Voting Form.

Election/Voting Process

The ACWA Nominating Committee has announced a 2022-2023 slate that recommends current **Vice President Pamela Tobin for ACWA President** and current **Region 10 Vice Chair Cathy Green for ACWA Vice President**. The Nominating Committee's 2022-2023 slate will be presented for the members' consideration and vote at the membership meeting on December 1.

As provided by ACWA's Bylaws (Article 9, Section 9) nominations from the floor will be accepted prior to the vote on the Nominating Committee's slate. The Bylaws require that floor nominations and seconds be made by a member of the Association and must be supported by a resolution of the governing body of the member making and seconding such nomination. The member agency on whose board the nominee serves must submit a resolution of support if they are not the agency making the floor nomination or second. The resolutions to facilitate floor nominations must be submitted to the Clerk of the Board Donna Pangborn at donnap@acwa.com by **COB Wednesday, November 24, 2021**.

➤ **See attachment for detailed Membership Meeting & Election Procedures.**

ACWA will be using a voting system called Live-Tally, which will allow voters to vote using a handheld keypad OR online keypad (which can be accessed through any modern web browser on a computer, tablet or smart phone). **Voters must be present at the membership meeting, either in person or virtually, to vote.**

Consistent with ACWA's Bylaws, Article 9, Section 5, "each member of the Association shall be entitled to one vote that shall be cast by its authorized representative."

- Member agencies must indicate their voting representative and alternate on the attached Voter Designation & Information Form.
- Member agencies must indicate if their voting representative/alternate is attending in person or virtually as well as provide all of the information identified on the form in order for ACWA to facilitate all aspects of the membership meeting and voting processes.

Members who desire to participate in the membership meeting virtually and vote electronically are required to sign and return the attached Consent to Electronic Transmissions, Meetings & Voting Form by November 24, 2021, consistent with the California Corporations Code.

Deadline & Changes

The deadline for submitting the Voter Designation & Information Form is **Wednesday, November 24, 2021**. While this form identifies both a voting delegate and an alternate voting delegate for the ACWA member agency, if for any reason the member agency desires for the alternate voting delegate to vote at the election in place of its designated voting delegate, the member agency must notify ACWA in advance of its exchange of voting delegates by contacting the Clerk of the Board Donna Pangborn at donnap@acwa.com or 916-441-4545 **no later than Monday, November 29, 2021**. Staff will then provide the member agency's alternate voter with the Zoom and Live-Tally access/participant information if the voter is participating virtually.

ACWA General Session Desk

ACWA staff will be available at the **ACWA General Session Desk**, located in the Ballroom Lobby of the Pasadena Convention Center, on **Wednesday, December 1**, between **9:00 a.m. and 11:45 a.m.** to answer questions about the membership meeting and election process.

In-person voters need to check in at the ACWA General Session Desk on Wednesday, December 1, between 10:30 and 11:45 a.m. to pick up handheld keypads.

If you have any questions regarding this process, please contact Clerk of the Board Donna Pangborn at 916-441-4545 or donnap@acwa.com.

dgp

Attachments:

1. Membership Meeting & Election Procedures
2. Voter Designation & Information Form
3. Consent to Electronic Transmission, Meetings & Voting Form

The following information is provided to inform the ACWA member agency voting delegates of the meeting and election procedures to be used in the upcoming General Session Membership Meeting scheduled for December 1, 2021 at 12:00 p.m. The purpose of the meeting is to formally nominate and elect ACWA's President and Vice President for the 2022-2023 term. The in-person meeting will be held in Ballroom D-H of the Pasadena Convention Center. Virtual voting delegates will participate via Zoom. Staff will provide the Zoom access information to the virtual voting delegates upon receipt of the Voter Designation & Information Form and the member agency's Consent to Electronic Transmissions, Meetings & Voting Form. Members who wish to attend the membership meeting virtually as a non-voting participant can obtain the registration link by contacting Clerk of the Board Donna Pangborn at donnap@acwa.com or 916-441-4545 to confirm their member agency has submitted the requisite Consent to Electronic Transmissions, Meetings & Voting Form.

ELECTION / VOTING PROCESS

ACWA will be using a voting system called Live-Tally, which will allow voters to vote either in person using a handheld keypad OR virtually through an online keypad (which uses any modern web browser on a computer, tablet or smart phone). **Voters must be present at the membership meeting, either in person or virtually, to vote.**

Consistent with ACWA's Bylaws, Article 9, Section 5, "each member of the Association shall be entitled to one vote that shall be cast by its authorized representative."

- Member agencies must indicate their voting representative and alternate on the Voter Designation & Information Form.
- Member agencies must indicate if their voting representative/alternate is attending in person or virtually as well as provide all of the information identified on the form in order for ACWA to facilitate all aspects of the membership meeting and voting processes.

Members who desire to participate in the membership meeting virtually and vote electronically are required to sign and return the Consent to Electronic Transmissions, Meetings & Voting Form by November 24, 2021, consistent with the California Corporations Code.

VIRTUAL ATTENDEES

Virtual attendees need to take the following steps after the member agency has completed and returned the Voter Designation & Information Form and requisite Consent to Electronic Transmissions, Meetings & Voting Form.

1. Voting delegates need to **save the Zoom access/login information** ACWA staff will provide to you. Save the information for the day of the meeting. **Use that information to login to the virtual meeting**, which is how ACWA will identify you as a participant.
2. Voting delegates need to **save the Live-Tally Participant ID information** ACWA staff will provide to you, which is how Live-Tally will identify you as the member agency voter.

IN-PERSON ATTENDEES

In-person attendees need to take the following steps after completing and returning the Voter Designation & Information Form:

1. Check in at the ACWA General Session Desk, located in the Ballroom Lobby of the Pasadena Convention Center, on **Wednesday, December 1**, between **10:30 and 11:45 a.m.** to pick up handheld keypads.
2. Voting delegates **must be present to vote** and **MUST** have the handheld keypad prior to the start of the membership meeting.

DEADLINE & CHANGES

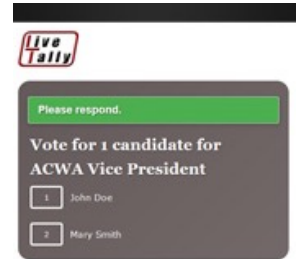
The deadline for submitting the **Voter Designation & Information Form** is Wednesday, **November 24, 2021**. If there is any change of your agency's voting delegate with its designated alternate, you must contact ACWA's Clerk of the Board Donna Pangborn at donnap@acwa.com or 916-441-4545 no later than Monday, November 29, 2021. Staff will provide the alternate voter with the Zoom and Live-Tally access/participant information if the voter is participating virtually.

1. The General Session Membership Meeting will be called to order at 12:00 p.m. and a quorum will be determined. The presence of 50 authorized voting representatives is required to establish a quorum for transacting business.
2. An overview of the Zoom platform will be provided, including demonstration of how the virtual meeting participants can interact throughout the meeting.
3. An overview of the Live-Tally voting system will be provided and a test vote will be conducted.
4. Legal Affairs Committee Chair Jennifer Buckman will provide an overview of the agenda and election procedures.
5. Nominating Committee Chair Brent Hasteley will present the Committee's report and announce the candidate for ACWA President.
6. President Steven LaMar will call for floor nominations for ACWA President.
7. If there are no floor nominations for ACWA President, the election will proceed. President LaMar will close the nominations and delegates will vote following motion/second to elect the Nominating Committee's recommendation using Live-Tally.
8. If there are floor nominations for President, the nomination will follow the procedures established by Article 9 of ACWA's Bylaws, stating that floor nominations and seconds shall be made by a member of the Association and must be supported by a resolution of the governing body of the member making and seconding such nomination. The member agency on whose board the nominee serves shall submit a resolution of support if they are not the agency making the floor nomination or second.
 - a. **Resolutions to facilitate floor nominations must be submitted to the Clerk of the Board Donna Pangborn at donna@acwa.com by COB Wednesday, November 24, 2021.**
 - b. Candidates will be given three minutes to address the membership.
 - c. Staff will create a ballot in the Live-Tally system and then display for the voters' action.
 - d. Voting delegates will vote on one (1) candidate of the candidate options displayed on the screen using the handheld OR online keypad in the Live-Tally voting system. Results will be displayed in real time.
 - e. President LaMar will announce the results of the vote.
9. Nominating Committee Chair Brent Hasteley will announce the candidate for ACWA Vice President.
10. President Steven LaMar will call for floor nominations for ACWA Vice President.
11. If there are no floor nominations for ACWA Vice President, the election will proceed. President LaMar will close the nominations and delegates will vote following motion/second to elect the Nominating Committee's recommendation using Live-Tally.
12. If there are floor nominations for ACWA Vice President, the nominations will follow the procedures described in item 6 above, and the election will proceed according to the steps outlined in 6.a. through 6.e.
13. The ACWA Board of Directors appointed LAC Chair Jennifer Buckman to serve as an election inspector to resolve any challenges or questions in connection with the election consistent with California Corporations Code 7614.

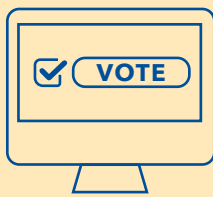
California Corporations Code requires ACWA to maintain a voting record of its membership meetings.

When the members are ready to vote, the President will announce that it is time to vote (instructions will appear on the projection screen).

- **How do I submit my vote?** Press 1, 2, or 3 to cast your vote; then press SEND.
- **What happens if I make a mistake?** Re-submit your vote by pressing 1, 2, or 3 and send before the voting window ends.
- **What if I arrive late?** Your vote will be cast from the time you arrive at the meeting; prior to that your vote will register as "absent."
- **What happens if I am out of the room or have to leave early?** Your vote will be recorded as "absent" for that vote.



Test voting will be conducted at the beginning of the Membership Meeting.



VIRTUAL VOTING

Each voting delegate will be provided access to voting through Live-Tally's voting system. If you are attending the meeting virtually, follow the instructions listed below.

1. Use any modern web browser on a computer, tablet or smart phone to navigate to <https://MyBallot.app>
2. Enter the meeting ID "ACWA" and click the "Connect" button.
3. When prompted, enter the specific voting participant ID that was provided to you.
4. Voting questions will appear on this "virtual keypad" as they are presented.
 - Simply click the numbered button that corresponds to your choice.
 - **To change your vote**, make a different selection before the voting window ends.
5. Hit refresh if your browser or virtual keypad goes to "sleep."



IN-PERSON VOTING

If you are attending the meeting in person, you will be given a handheld keypad. Each handheld keypad is numbered on the back, and that number will be assigned to you as you check in at the ACWA General Session Desk on **Wednesday, December 1 between 10:30 and 11:45 a.m.**

- **Check your device to make sure that it is working properly.** Press any button and it will light up. All devices were tested prior to the meeting.
- **If it does not light up.** Take it back to the ACWA General Session Desk and ask for another keypad and make sure that they make a note of the numeric change.



Return your keypad to the ACWA General Session Desk.

To: Donna Pangborn, Clerk of the Board

Email: donnap@acwa.com

Fax: 916-669-2425

The person designated below will be attending the ACWA General Session Membership Meeting(s) on Wednesday, December 1, 2021 (and December 2, 2021 if necessary) as our voting delegate. Please designate an alternate voting delegate to facilitate any change to your voting representation at the meeting. To change your alternate, however, you must notify Donna Pangborn of the change no later than COB Monday, November 29, 2021.

Member Agency's Name

Agency's Phone No.

Print Member Agency's Authorized Signatory Name

Authorized Signatory Signature

I have signed and returned the Consent to Electronic Transmission, Meetings & Voting Form.

Voting Delegate's Name	How Will Delegate Attend? Will attend the meeting in person in Pasadena. Will attend the meeting virtually.
Voting Delegate's Email	Voting Delegates' Phone No.
Alternate Voting Delegate's Name	How Will Alternate Delegate Attend? Will attend the meeting in person in Pasadena. Will attend the meeting virtually.
Alternate Voting Delegate's Email	Alternate Voting Delegates' Phone No.
Voting Delegate's Affiliation (if different from assigning agency)*	Date

*If your agency designates a delegate from another entity to serve as its authorized voting representative, please indicate the delegate's entity in the appropriate space above.

In accordance with California Corporations Code Sections 20, 21, 5079 and subsections (a) and (f) of Section 7510, and Article 9 of the Bylaws of the Association of California Water Agencies, a California nonprofit mutual benefit corporation ("ACWA"), the undersigned member of ACWA (the "Member") hereby consents and agrees as follows:

1. ACWA may send meeting notices, annual reports, and all other materials to the Member by (a) electronic transmission to the Member's facsimile number or email address; (b) posting on an electronic message board or network which ACWA has designated for those communications, together with separate notice to the Member of the posting; or (c) other means of electronic communication. The Member's initial facsimile number and email address for receiving such notices, annual reports and other materials are listed below.
2. ACWA may conduct meetings of the members by electronic transmission or electronic video screen communication; provided, however, that if fewer than all members of ACWA consent to conduct such meetings by electronic transmission or electronic video screen communication, then such meetings shall be held at a physical location, and the authorized representative(s) of any member that has so consented (and not withdrawn its consent) may participate in such meetings by electronic transmission or electronic video screen communication, be deemed present in person and vote at such meetings.
3. ACWA may rely on communications sent by the Member to ACWA by (a) electronic transmission from the Member's facsimile number or email address; (b) posting on an electronic message board or network which ACWA has designated for those communications; or (c) other means of electronic communication. ACWA may reasonably conclude that the Member is the sender of any electronic transmission that (i) is received from such facsimile number or email address or (ii) is submitted by an authorized representative of the Member with valid registration/login credentials.
4. ACWA may rely on electronic votes (including votes to approve or reject actions) submitted by an authorized representative of the Member to ACWA during meetings conducted in whole or in part by electronic transmission or electronic video screen communication. ACWA may reasonably conclude that the authorized representative of the Member is the sender of any electronic votes submitted pursuant to such authorized representative's meeting participant ID. The Member's initial authorized representative(s) is listed below.

ACWA shall maintain paper records of all communications sent by ACWA to the members and all votes or actions taken at any member meeting. The Member may (i) access such records at ACWA's headquarters during normal business hours or (ii) request in writing for ACWA to send copies of such records to the Member via U.S. Mail or email.

This consent shall remain in full force and effect until the Member revokes it in writing and so notifies ACWA.

Print Member Name

Print Representative Name

Representative Title

Representative Signature

Date

Please provide the facsimile number and email address to which the Member authorizes ACWA to send the electronic communications described above. The Member may change its designated facsimile number and email address at any time by written notice to ACWA.

Please provide the name of the Member's initial authorized representative(s) who will participate in and vote in connection with member meetings. The Member may change its authorized representative(s) at any time by written notice to ACWA.

Facsimile Number

Authorized Representative No. 1

Email

Authorized Representative No. 2