

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County" and SUMMIT JEWEL PARTNERS, LLD, hereinafter called "Developer"

W I T N E S S E T H:

THAT the Developer, for and in consideration of the approval by the Board of Supervisors of that certain subdivision known as

**3535 SUMMIT DRIVE – REDWOOD CITY
PLN 2001-00038**

hereby agrees at their own cost and expense to furnish all materials and construction and install and complete in a good and workmanlike manner on or before August 12, 2004, at an estimated cost of Two Hundred Eighteen Thousand Dollars (\$218,000) including engineering and contingencies, the following improvements:

Private access, including public utilities and drainage, off Summit Drive to San Mateo County Standards - Plans by MacLeod and Associates, Civil Engineers. Alignment and grade approved by the San Mateo County Director of Public Works.

All of said improvements are to be constructed under and in accordance with plans prepared by MacLeod and Associates, Civil Engineers and approved by the San Mateo County Department of Public Works on July 24, 2003, and any necessary and subsequent revisions thereto, as filed in the office of the Director of Public Works of the County of San Mateo.

All materials used and improvements to be constructed in connection therewith shall be in accordance with the adopted Standard Plans and Specifications of the County of San Mateo. All work shall be constructed to the complete satisfaction of the Director of Public Works of the County of San Mateo, State of California.

IT IS FURTHER AGREED that said Developer shall file with said County, in accordance with Chapter 5 of the Subdivision Map Act, security acceptable to the Director of Public Works to guarantee compliance with the terms of conditional approval set by the San Mateo County Board of Supervisors on January 8, 2002.

Said security shall be filed concurrently with or prior to the approval of the Major Subdivision at 535 Summit Drive, Redwood City, San Mateo County, California, and shall be in the following amounts:

1. Security to guarantee performance shall be in the sum equal to 100 percent (100%) of the total estimated cost of the improvements or the act to be performed, including engineering and contingencies (Two Hundred Eighteen Thousand Dollars [S218,000]). Said security shall be released upon the performance of the act or final completion and acceptance of the required work under rules established by the legislative body.

Should the developer fail to construct any or all of said improvements as herein provided, the County may construct or cause to be constructed said improvements and the developer agrees to reimburse the County for any and all such labor and materials used, and the security shall be security therefore.

2. Security to guarantee payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment to them for the improvement or performance of the required act shall be in the sum equal to fifty percent (50%) of said total estimated cost of the improvement, said sum being One Hundred Nine Thousand Dollars (\$109,000).

Said security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 (commencing with Section 3114) of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code and, after acceptance of the work, be reduced to an amount not less than the total claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the legislative body and, if no claims have been recorded, the security shall be released in full.

3. Security for the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished in the sum of ten percent (10%) of said total estimated cost of the improvement, said sum being Twenty-One Thousand Eight Hundred Dollars (\$21,800) will be provided by the Developer upon acceptance of said work by the County.

It is agreed and understood that the Director of Public Works shall be the sole judge of the work to be done under the warranty and, in the absence of fraud, his decision shall be final.

It is understood and agreed that should Developer fail to make any or all repairs, restoration, or improvements required by this agreement, the County may make such repairs, restoration or improvements and, in such event, the Developer agrees to reimburse the County for any and all such labor, equipment and materials used, and the security herein mentioned shall be warranty therefore.

SAID DEVELOPER FURTHER AGREES to protect and hold harmless said County and the officer, employees and agents thereof from any and all liability and claims because or arising out of any accident, loss and/or damage happening or occurring during the performance of all work hereinabove specified, and referred to and/or happening or occurring at any time as a result, foreseeable or not, of the performance of all work hereinabove specified and referred to, or the use of any patent or patented article in the construction of said work.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by his duly authorized representatives on day and year first above written.

"County"

COUNTY OF SAN MATEO

BY

Rose Jacobs Gibson, President
Board of Supervisors
County of San Mateo, State of California

ATTEST:

John L. Maltbie,
Clerk of said Board / County Manager

"Developer"

BY

Kirk McGowan, Managing Member
Developer