



AGREEMENT
BETWEEN
COUNTY OF SAN MATEO
AND
BAY ROAD HOUSING LIMITED PARTNERSHIP

For the period of

11/1/2003
to
12/31/05

Contact Person: Rosa Mendoza
Telephone number: (650) 802-5037

**AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
BAY ROAD HOUSING LIMITED PARTNERSHIP**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **Bay Road Housing Limited Partnership**, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of assisting with the development of Courtyard at Bay Road, an affordable rental housing project (the "Project) consisting of approximately 74 units as eligible Community Development Block Grant (CDBG) and HOME expenses. The Project shall be built at 1740 Bay Road, East Palo Alto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

C	Contract Term Start Date: <u>11/1/03</u> Contract Term End Date: <u>12/31/05</u>
County Representative: Steve Cervantes, Director Office of Housing 262 Harbor Blvd., Bldg. A Belmont, CA 94002 Telephone: (650) 802-5050	Contractor Representative: Josh Callahan Bay Road Housing Limited Partnership 255 N. Market Street, Suite 290 San Jose, CA 95110 Telephone (408) 279-7656

1. **EXHIBITS** - The following exhibits are attached hereto and incorporated by reference therein:

- Exhibit A: Program /Project Description
- Exhibit B: Method and Rate of Payment to Contractor
- Exhibit C: Program Monitoring
- Exhibit D: Equal Benefits Compliance Declaration
- Exhibit E: Program Specific Requirements

2. SERVICES TO BE PERFORMED

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of the Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

3. PAYMENTS

A. **Full Consideration** full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$1,000,000 (ONE MILLION DOLLARS), for the contract term.

B. **Rate of Payment** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Contingent Payments** Payments for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the Agreement for unavailability of Federal, State or County funds.

4. RELATIONSHIP OF PARTIES

It is expressly understood that this is an Agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

5. HOLD HARMLESS

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on

account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of this Agreement [including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder], or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. INSURANCE

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

(a) The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(b) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be performed for or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be in effect for each occurrence of injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$ 1,000,000
- (b) Motor Vehicle Liability Insurance \$ 1,000,000
- (c) Professional Liability \$ 1,000,000

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. NON-DISCRIMINATION

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973.

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons.

B. Non Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. Non-Discrimination - Employment. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

D. Equal Benefits With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse

8. VIOLATION OF THE NON-DISCRIMINATION PROVISIONS

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;

iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

9. CHILD ABUSE PREVENTION AND REPORTING

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Ensuring procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

10. ASSIGNMENTS AND SUBCONTRACTS

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

11. RECORDS

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. COMPLIANCE WITH APPLICABLE LAWS

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, including but not limited to appropriate licensure, certification regulations confidentiality requirements and applicable quality assurance regulations.

13. MONITORING

All services performed and payments made pursuant to this Agreement shall be monitored according to the protocols set forth in Exhibit D, attached hereto and incorporated by reference herein.

14. ALTERATION OF AGREEMENT

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

15. INTERPRETATION AND ENFORCEMENT

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to the appropriate representatives listed on page 2 of this Agreement.

B. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

16. TERM OF THE AGREEMENT

Subject to compliance with the terms and conditions of this Agreement the term of this Agreement shall be as stipulated on page 2 of this Agreement. This Agreement may be terminated by the Director of Human Services or her designee at any time upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

Ray Road Housing L.P.
Contractor - Print Name

RONALD MORGAN
Name, Title - Print

Ronald Morgan
Signature

Date: 10/10/03

Exhibit A
Program/Project Description

FUNDED ACTIVITY

The funds provided under this agreement shall be used to assist with the development of an affordable rental housing project (the "Project"), consisting of approximately 74 units, listed below as eligible CDBG and HOME expenses. The Project shall be built at 1740 Bay Road, East Palo Alto more fully described as follows:

PARCEL ONE:

Beginning at a point which is distant South 88° 27' West 440.64 feet and North 1° 29' West 1168.42 feet from the intersection of the center line of Clarke Avenue with the Northerly line of the Faber SUBDIVISION, Map of which SUBDIVISION is on file in the Office of the County Recorder of San Mateo County in Book 8 of Maps, Page 31; thence South 88°27' West 146.88 feet; thence North 1° 29' West 293.05 feet to the center line of Bay Road; thence North 88° 20' 30" East, along said line of Bay Road 146.88 feet; thence South 1° 29' East 293.32 feet to the point of beginning.

EXCEPTING THEREFROM the following described property:

Beginning at a point in the center line of Bay Road which is distant South 88° 27' West 440.64 feet and North 1° 29' West 1461.74 feet from the intersection of the center line of Clarke Avenue with the Northerly line of the Faber SUBDIVISION as per Map thereof recorded in Book 8 of Maps at Page 31, San Mateo County Records; thence from said point of beginning South 1° 29' West 159.91 East 160.00 feet; thence South 88° 27' West 50.00 feet; thence North 1° 29' West 159.91 feet to said center line of Bay Road; thence along said centerline of Bay Road North 88° 20' 30" East 50.00 feet to the point of beginning, 50 by 160 feet on Bay Road commencing 440.64 WLY from centerline of Clarke Avenue PTW of ARB Lot 69.

ALSO EXCEPTING THEREFROM that certain Parcel described 11A in that certain final order of Condemnation recorded December 10, 1981, Document No. 16468-AT of the Official Records of San Mateo County.

PARCEL TWO:

Beginning at a point in the center line of Bay Road distant thereon North 88° 20' 33" East 587.50 feet from the intersection of the centerline of Bay Road with the centerline of Cooley Avenue; running thence North 88° 20' 30' East 146.88 feet; thence South 1° 29' East 293.05 feet; thence South 88° 27' West 146.88 feet; thence North 1° 29' West 292.77 feet to the point of beginning.

EXCEPTING THEREFROM that certain Parcel described as Parcel 11B in that certain final order of Condemnation recorded December 10, 1981, Document No. 16468-AT of the Official Records of San Mateo. APN: 063-221-080 ARB: 063-022 Block 220 Parcel 080

The funds provided are coming from two sources: CDBG and HOME. Eligible CDBG expenses include, but are not limited to, acquisition, architecture and engineering fees, financing fees,

appraisals, legal fees, construction period interest, construction period taxes, title and escrow expenses, tax credit application fees, environmental assessments, demolition costs, construction of required off-site improvements, marketing expenses and relocation expenses. Eligible HOME expenses include all of the above plus costs associated with the construction of the units.

All of the funds will be secured by a Note and Deed of Trust which shall be executed prior to release of any funds.

Contractor shall be responsible for providing relocation benefits, as required by CDBG and HOME regulation, to the tenant households currently occupying the units to be removed as a part of the Project.

HOME Match Documentation

Contractor shall provide the County with documentation of the HOME match generated by the Project. While the County HOME Program requires that HOME dollars invested in the Project generate a 25% match, the percentage match and actual dollar value are negotiable with the County. The match documentation may be provided at the time of commitment of the HOME match, but no later than Project completion. HOME match may be in the form of the following: direct cash subsidy not considered equity; the grant equivalent of a below-market rate loan; the present value of waived property taxes or fees; the value of donated land or other real property; the cost of infrastructure investment by the local jurisdiction directly required by the Project development; and donated materials, and donated labor that is not "sweat equity."

PAYMENT OF PREVAILING WAGES

Construction on the Project shall be subject to local prevailing wages.

HOME Program Requirements

1. Deed Restriction

In compliance with the requirements of the HOME Program, which is providing funding for this Project, a Deed Restriction containing the HOME Program Requirements as specified in this Agreement shall be recorded against the real property to which this Agreement pertains. The term of said Deed Restriction shall be for a term of not less than 30 years, beginning from the time the Project receives a Certificate of Occupancy or Notice of Completion, whichever occurs earlier. The Deed Restriction shall stand independent of this Agreement and its terms and conditions shall survive the expiration of this Agreement, as well as in the event of a transfer through foreclosure or deed in lieu of foreclosure.

HOME-assisted units must meet both HOME affordability rent and occupancy requirements as enumerated below. Eleven (11) of the Project's units shall be HOME-assisted.

2. HOME Definitions

The following definitions and dollar amounts referred to in these definitions may be adjusted from time to time based action by the United States Department of Housing and Urban Development (HUD) or any successor agency, and any such adjustments shall be incorporated by reference into this Agreement.

- a. High HOME Rent is rent that does not exceed the lesser of (1) the Section 8 Fair Market Rents (FMRs), as established by HUD under 24 CFR Part 888, for existing housing minus tenant-paid utilities, or (2) 30% of annual income for households at the HOME income limit for San Mateo County, adjusted for family size, less tenant-paid utilities, which amount is presently calculated by San Mateo County at 120% of the Low HOME Rent as defined below.

If tenant is paying any utilities, a "utility allowance" must be deducted from the above rent figures. This allowance is calculated by HUD under 24 CFR Part 880 - 886 and should be obtained annually by contacting the San Mateo County Housing Authority.

- b. Low HOME Rent is rent that is 30% of annual income for households at the Very Low-Income limit for San Mateo County, adjusted for family size, minus tenant paid utilities.

If tenant is paying any utilities, a "utility allowance" must be deducted from the above rent figures. This allowance is calculated by HUD under 24 CFR Part 880 - 886 and should be obtained annually by contacting the San Mateo County Housing Authority.

- c. Very Low-Income is the qualifying income with adjustments for family size, for very low-income households as established by HUD pursuant to Section 8 of the United States Housing Act of 1937, as amended. These income limits are adjusted from time to time.
- d. Very Low-Income Limit is 120% of the Very Low-Income adjusted for family size as calculated by HUD and adjusted from time to time.

3. Rent and Occupancy Restriction

At least 3 of the HOME assisted units must be occupied by households whose income does not exceed the Very Low-Income limit as specified above, as such limit may be adjusted from time to time by HUD or any successor agency. The rent on said units, including tenant paid utilities, may not exceed the Low HOME Rent specified above, as such rent may be adjusted from time to time by HUD or any successor agency.

All remaining HOME assisted units (8 units) must be occupied by households whose income does not exceed the HOME Income Limit as specified above, as such limit may be adjusted from time to time by HUD or any successor agency. The rent on said units, including tenant paid utilities, may not exceed the High HOME Rent, as such rent may be adjusted from time to time by HUD or any successor agency.

The specific units affected by this Restriction shall be "floating" units, that is, there shall be no specified HOME-assisted units as long as there are a minimum number of units occupied in compliance with the HOME requirements specified above. The unit size mix of the HOME assisted units shall be comparable to unit size mix of the overall development

In the event that the income of a qualifying tenant increases so that the tenant no longer meets the income criteria, the Contractor will be allowed a variance to the income criteria of this Restriction until such time as said formerly qualifying tenant vacates the unit, or another unit of comparable size in the Project becomes available, at which time that unit must be rented to a qualifying tenant and the restriction shall transfer to the new -----

4. Security

Contractor shall execute and deliver a Promissory Note (the "Note") and Deed of Trust in favor of County in the amount of \$1,000,000, plus accrued interest on the previous Notes referenced in Paragraph 1 of this Exhibit A to this Agreement, to secure the performance of all terms and conditions of this Agreement.

The Note shall bear interest at the rate of three percent (3%) per annum. The Note and Deed of Trust shall be for a term of thirty (30) years from the date of their execution. Annual payments shall be made from 50% of the annual Surplus Cash generated by the Project, and will be due 90 days from the end of the Project's fiscal year. The payments will be first applied to outstanding interest and then to principal until the Note is paid in full. In the event this payment is less than unpaid accumulated interest plus current interest, any unpaid amount shall carry over to the following year. Interest shall not compound on this interest carry-over. The entire outstanding principal balance plus any unpaid accrued interest shall be due and payable thirty (30) years from the date of execution of the Note and Deed of Trust.

Surplus Cash shall mean all rental and incidental income from the Project, but excluding tenant security deposits (and any interest earned on said deposits), less the following to the extent consistent with an annual independent audit to be provided by the Contractor: All actual project operating expenses; utilities; maintenance expenses; real estate taxes; required reserve deposits; debt service on superior liens; and GP Partnership Management fees if any; Depreciation will not be allowed as an operating expense for purposes of calculating Surplus Cash. Operating and Replacement Reserves shall only be allowed as a project expense in the amount of funds actually set aside in a separate account at a reputable financial institution. All withdrawals from such accounts shall be documented as to the use of the funds so withdrawn.

The terms of repayment of this Note may be modified by the Director of Human Services Agency or her designee as deemed necessary to ensure the continuing affordability of the project.

5. **Due on Sale, Refinance or Transfer of Title**

Contractor shall not sell or refinance the Project other than a refinance for a permanent loan to repay any interim loans taken out to complete construction of the Project, or assign its rights under this Agreement without obtaining prior written consent of the County Director of the Office of Housing. In the event of a sale or transfer of the Project or any interest therein by Contractor without such consent, the entire amount of the Note plus any accrued interest shall be immediately due and payable.

6. **Acceleration of Note**

In the event Contractor breaches any of the terms and conditions of this Agreement after notice and an opportunity to cure, as provided in Paragraph 1 of Exhibit E to this Agreement, the Contractor will be in default of the terms and conditions of the Note, and County may demand immediate and full payment of the principal amount of the Note plus any accrued interest, and/or may initiate foreclosure proceedings under the Deed of Trust.

7. **I**

Contractor shall open an escrow with a mutually acceptable title company and shall secure at the close of escrow the issuance of a California Land Title Association (CLTA) policy of title insurance in the amount of not less than \$1,000,000, clear of any title defects which would prevent the operation of the proposed project. County shall submit into escrow instructions and documents for execution.

8. **Fire and Extended Coverage**

Contractor at its cost shall maintain, on the improvements that are the subject of this Agreement, a policy of standard fire and extended coverage during the life of the Note and Deed of Trust securing performance of this Agreement, or any subsequently-executed documents which replaces the Note and Deed of Trust, with vandalism and malicious mischief endorsements, to the extent of at least the full replacement value of the improvements which are part of the Project. The insurance policy shall be issued in the names of Contractor and County as their interests appear. The insurance policy shall contain a lender loss payable endorsement, providing that any proceeds shall be payable to the County as its interests appear. A Certificate of Insurance shall be delivered to the County Office of Housing as evidence of such insurance.

In the event that Contractor shall undertake to restore the damaged improvements or to reconstruct the destroyed improvements within a period of sixty (60) days, such insurance proceeds shall be released to Contractor as payments are required for such purposes, and upon completion of such restoration or reconstruction, any balance thereof remaining shall be paid to Contractor forthwith, subject to the rights of senior lenders.

In the event Contractor shall fail to undertake the restoration or reconstruction of such improvements within sixty (60) days following any such damage or destruction, there shall be paid and released to the County from such insurance proceeds a sum equal to the costs of clearing the premises in the event Contractor does not at its own expense clear the premises within said period. The balance shall be held to compensate the parties to this Agreement as if the premises were sold. Contractor shall also sell the vacant land on the open market and the proceeds of said land sale shall be distributed to the parties to this Agreement pursuant to the terms hereof.

Exhibit B
Method and Rate of Payments

Payment by County shall be made on a reimbursement basis upon claims for reimbursement being submitted by Contractor to County. Requests for reimbursement shall include copies of invoices paid together with warrants, canceled checks, or other proof that the invoices have been paid.

Upon written request to the Director of Housing, payments may be made directly to the assigned Title Company through wire transfer and deposited into an escrow account. Contractor must submit original invoices with the request.

Contractor shall certify in writing that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the Project. County reserves the right to verify such completion prior to payment to Contractor.

None of the funds provided for under this Agreement shall be used for salary, fringe benefits or other compensation of employees of Contractor or its affiliates.

Exhibit C

Program Monitoring

Contractor shall submit to the Office of Housing a **Quarterly Report** within 30 days of the end of each quarter which shall detail the status of the project. The report should be in the form of a narrative description of all activities performed in relation to the project including all pre-development activities. The report should include a project timeline and indicate the status of the project in relationship to this timeline. Contractor must document any changes from the timeline submitted with the original application. This report requirement is in addition to any information submitted with requests for reimbursement.

Upon completion of the project, Contractor shall provide tenant information as specified in the following reports:

1. Performance Log - to be submitted on form provided by the County Office of Housing, which shall provide income and demographic information of each individual or household served as well as a brief description of the services provided during the quarter.
2. Performance Summary - to be submitted on form provided by the County Office of Housing, which shall summarize the number of clients/households served by their gender, age, and income.

Contractor shall maintain files at their location containing the information required in the Performance Reports. Each household or individual served shall be assigned an individual file identifier, which shall be provided to the Office of Housing as a part of the Performance Log.

The file identifier can be the name of the client or, if confidentiality is a concern, a numerical identifier may be used. Household income shall be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, report of benefits, pensions or other suitable verification of income.

All families served must have household incomes which do not exceed the low income limits established by the Department of Housing and Urban Development. The limits in effect for the current contract period will be provided to Contractor by the San Mateo County Office of Housing.

Exhibit D
COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Housing Developers Bay Road Housing, L.P.
Contact Person: _____
Address: 255 N. Market Street, Suite 290
San Jose, CA 95110
Phone Number: (408) 279-7656
Fax Number: (408) _____

II Employees

Does the Contractor have any employees? ☒ Yes ☒ No

Does the Contractor provide benefits to spouses of employees? ☒ Yes ☐ No *N/A*

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- ☐ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- ☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ No, the Contractor does not comply.
- ☐ The Contractor is under a collective bargaining agreement which began on _____
(date) and expires on _____ (date)

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Ronald Morgan
Signature

RONALD MORGAN
Name (Please Print)

PRINCIPAL
Title

10/10/03
Date

EXHIBIT E

PROGRAM SPECIFIC REQUIREMENTS

1. BREACH OF AGREEMENT

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD. County may terminate this Agreement for cause after giving Contractor notice of any breach or default and 30 days to cure said breach or default. In the event of termination by whatever means, all work shall become the property of County, and the County shall have the right to direct Contractor's actions with respect to access to materials.

County reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event County chooses to waive a particular breach of this Agreement, it may condition same on payment by Contractor of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.

2. AGREEMENT TERMINATION

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

3. CONFLICT OF INTEREST

No members, officers, or employees or agents of County, no member of the County's Board of Supervisors, and no other public official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

No members, officers, or employees or agents of Contractor, no member of the Board of Directors of Contractor, and no other official who exercises any function or responsibility with respect to this program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in the Agreement or a related contract, or the proceeds thereof.

Contractor shall incorporate the above provisions into all contracts awarded in connection with this Agreement.

4. LOBBYING PROHIBITED

Federal funds shall not be used by Contractor for publicity or propaganda purposes designed to

support or defeat legislation pending before federal, state or local government. Federal funds shall not be used by Contractor to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any Federal contract.

5. INFLUENCING PROHIBITED

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

C. The language of paragraphs 5A and 5B shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

6. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in 24 CFR §§570.600-612:

A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin.

B. Public Law 90-284, Fair Housing Act (42 U.S.C. §§3601- 20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to

and usable by disabled persons. All projects within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.)

C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds.

D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds.

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities shall be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipient program or activity. (However, State law will prevail if State accessibility requirements are stricter than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

E. Davis-Bacon Act, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work financed in whole or in part with Federal funds shall be paid prevailing wages of the locality as determined by the Secretary of Labor.

F. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special

flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program.

G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds.

H. Executive Order 11246, amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts.

I. Housing and Urban Development Act of 1968, Section 3, which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low and moderate income persons residing within the unit of local government in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same unit of local government as the project.

J. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance.

K. Housing & Community Developments Act of 1974, 24 CFR Part 5 which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and subrecipients, as well as subcontractors of Contractor or subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the Web at <http://epls.arnet.gov>.

7. UNIFORM ADMINISTRATIVE REQUIREMENTS

A. Contractor, if a governmental entity or public agency, shall comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", and applicable sections of 24 CFR §85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as set forth in 24 CFR §570.502(a).

B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations, OMB

Circular A-133 Audits of State, Local Governments and Non-Profit Organizations”, and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR §570.502(b).

C. The CFDA # for the entitlement programs to which this applies are as follows:

- 1) Community Development Block Grant (CDBG): 14.218
- 2) Emergency Shelter Grant (ESG) : 14.231
- 3) HOME Investment Partnership (HOME) : 14.239
- 4) McKinney Supportive Housing : 14.235

**SAN MATEO COUNTY
MEMORANDUM**

DATE: October 7, 2003

TO: Priscilla Harris Morse **FAX:** 363-4864 **PONY:** EPS 163

FROM: Carla Damante **FAX:** 596-3478 **PONY:** HSA 210

SUBJECT: **Contract Insurance Approval - RESEND**

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Community Housing Developers

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: N/A

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: To develop an affordable rental housing project in East Palo Alto.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$ <u>1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$ <u>1m</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	\$ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


Risk Management Signature

10-7-03
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/01/2003
PRODUCER (415)898-1600 FAX (415)898-3922 Anixter & Oser License 0381547 205 San Marin Dr Novato, CA 94945-1227		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Community Housing Developers, Inc. Community Developers Local Dev 255 No. Market Street Ste. 290 San Jose, CA 95110		INSURERS AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance INSURER B: North American Elite Ins Co INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDU TP INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	200301555	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/PROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	200301555	07/01/2003	07/01/2004	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY	200301555UMB	07/01/2003	07/01/2004	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STAT L. COV. LIMITS \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
		OTHER				E.L. DISEASE - POLICY LIMIT \$
B		REAL PROPERTY	CWB00011060101555	07/01/2003	07/01/2004	SEE ATTACHED EVIDENCE OF INSURANCE FOR SPECIFICS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
ALL OPERATIONS

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD EVIDENCE OF PROPERTY INSURANCEDATE (MM/DD/YY)
10/01/2003

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED IS IN FORCE AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY

PRODUCER
 Mixer & Oser
 License 0381547
 205 San Marin Dr
 Novato, CA 94945-1227

PHONE
 (415)898-1600

COMPANY
 North American Elite Ins Co

CODE: SUB CODE:
 AGENCY
 CUSTOMER ID# 00000669
 INSURED

Community Housing Developers, Inc.
 Community Developers Local Dev
 255 No. Market Street Ste. 290
 San Jose, CA 95110

LOAN NUMBER POLICY NUMBER
 CWB00011060101555

EFFECTIVE DATE
 07/01/2003

EXPIRATION DATE
 07/01/2004

CONTINUED UNTIL
 TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

- 1 LOC BLNKT
- 2 Loc 00001 Bldg 00001 255 No. Market Street Ste. 290 San Jose, CA 95110
- 3 Loc 00002 Bldg 00001 1610 Adams Ave Milpitas, CA 95035
- 4 Loc 00003 Bldg 00001 95 Fairview Los Gatos, CA
- 5 Loc 00004 Bldg 00001 1101-1111 W Hamilton Campbell, CA

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS

- 0 BLANKET BUILDINGS, SPECIAL FORM REPLACEMENT COST
 0 BLANKET BUSINESS PERSONAL PROPERTY

AMOUNT OF INSURANCE

52,575,022

441,295

DEDUCTIBLE

1,000

REMARKS (including Special Conditions)

CANCELLATION
 THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 10 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

City of San Mateo

MORTGAGEE

ADDITIONAL INSURED

LOSS PAYEE

LOAN

AUTHORIZED REPRESENTATIVE

Community Housing Developers, Inc.

Evidence of Property Insurance Supplemental Schedules
nixer & Oser

10/01/2003

Additional Interest

City of San Mateo

Property Information

No.	Description
6	Loc 00005 Bldg 00001 20651 Park Circle Cupertino, CA
7	Loc 00006 Bldg 00001 20653 Park Circle Cupertino, CA
8	Loc 00007 Bldg 00001 172 Selwyn Milpitas, CA
9	Loc 00008 Bldg 00001 180 Selwyn Milpitas, CA
10	Loc 00009 Bldg 00001 212 Selwyn Milpitas, CA
11	Loc 00010 Bldg 00001 214-220 Selwyn Milpitas, CA
12	Loc 00010 Bldg 00002 214-220 Selwyn Drive Milpitas, CA
13	Loc 00010 Bldg 00003 214-220 Selwyn Drive Milpitas, CA
14	Loc 00011 Bldg 00001 357 Willow St San Jose, CA 95116
15	Loc 00012 Bldg 00001 339-343 S Willow St San Jose, CA 95116
16	Loc 00013 Bldg 00001 3678 Bridgeport Ct San Jose, CA
17	Loc 00014 Bldg 00001 3679 Bridgeport Ct San Jose, CA
18	Loc 00015 Bldg 00001 3680 Cape Cod Ct San Jose, CA
19	Loc 00016 Bldg 00001 3681 Cape Cod Ct San Jose, CA
20	Loc 00017 Bldg 00001 510 E Branham Lane San Jose, CA
21	Loc 00018 Bldg 00001 513 E Branham Lane San Jose, CA
22	Loc 00019 Bldg 00001 2150 Main St Santa Clara, CA
23	Loc 00019 Bldg 00002 2150 Main St Santa Clara, CA
4	Loc 00019 Bldg 00003 2150 Main St Santa Clara, CA
25	Loc 00019 Bldg 00004 2150 Main St Santa Clara, CA
26	Loc 00020 Bldg 00001 2151 Main St Santa Clara, CA
27	Loc 00020 Bldg 00002 2151 Main St Santa Clara, CA
28	Loc 00020 Bldg 00003 2151 Main St Santa Clara, CA
29	Loc 00020 Bldg 00004 2151 Main St Santa Clara, CA
30	Loc 00020 Bldg 00005 2151 Main St Santa Clara, CA
31	Loc 00020 Bldg 00006 2151 Main Street Santa Clara, CA
32	Loc 00021 Bldg 00001 521 & 525 S Willard San Jose, CA
33	Loc 00022 Bldg 00001 10192 & 10194 Beardon Cupertino, CA
34	Loc 00023 Bldg 00001 1552 Johnson Saratoga, CA
35	Loc 00024 Bldg 00001 785 Reseda Sunnyvale, CA
36	Loc 00025 Bldg 00001 3661 Peacock Ct Santa Clara, CA
37	Loc 00026 Bldg 00001 31 Miles Avenue Los Gatos, CA