

Recording requested by:
THE CITY OF BRISBANE

After recordation return to:
The City Of Brisbane
Attention: City Clerk
Brisbane City Hall
50 Park Place
Brisbane, CA 94005

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT, dated _____, 2011, by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and BROOKFIELD NORTHEAST RIDGE II LLC, a Delaware limited liability company ("Subdivider"), is made with reference to the following facts:

A. Subdivider is engaged in subdividing certain real property situated in the City of Brisbane, County of San Mateo, State of California, commonly known as the Landmark at the Ridge, Unit II, Neighborhood II (the "Property"), as shown on two final subdivision maps recorded concurrently herewith (the "Final Maps") identified as follows:

Map entitled "Northeast Ridge Landmark at the Ridge Unit II – Neighborhood 2", filed for record on _____, 2011, in Book _____ of Maps, at Pages _____, Official Records of San Mateo County, California, consisting of 65 lots; and

Map entitled "'Northeast Ridge Landmark at the Ridge Unit II – 6 Lots 'A' Street, filed for record on _____, 2011, in Book _____ of Maps, at Pages _____, Official Records of San Mateo County, California, consisting of 6 lots.

B. The Conditions of Approval imposed by City in connection with the granting of Subdivider's applications for a modification to the vesting tentative subdivision map (VTM-1-06), planned development permit (PD-1-06), design permit (DP-3-06) and grading permits (EX-1-06) for Unit II, Neighborhood II of the Northeast Ridge Residential development, require Subdivider to maintain certain improved and unimproved areas within the Property, including landscaped areas, utility installations, and dedicated open space and habitat conservation areas, such maintenance responsibilities to continue until the obligations are assumed by the Landmark at the Ridge Owners Association ("Association"), or by the owners of residential units within the subdivision, or by a public agency accepting Subdivider's offer of dedication covering the particular area being maintained.

C. The Final Maps were approved by City, subject to and on condition that Subdivider enter into this Agreement providing for the performance by Subdivider of certain maintenance responsibilities, as hereinafter set forth.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Subdivider shall, at its own expense, maintain in good condition and repair each of the following areas and facilities within the Property:

- (a) All landscaping improvements, including irrigation facilities and other related improvements, installed by Subdivider in connection with the development of the Property, such maintenance to be performed in accordance with the terms and requirements of the "Northeast Ridge Landscape Maintenance Manual," prepared by Royston Hanamoto Alley & Abey, dated January 1, 1995, a copy of which is on file in the offices of City.
- (b) All maintenance responsibilities set forth in the map entitled "Maintenance Responsibilities Northeast Ridge Unit II," prepared by Carlson, Barbee and Gibson, dated July 22, 2011, (the "Maintenance Responsibilities Map"), a copy of which is attached hereto as Exhibits A-1 through A-7 and made a part hereof.
- (c) Annually remove wooded vegetation from areas within a 30'-0" of any Landmark II private homeowner lot, as shown on the attached Maintenance Responsibilities Map.
- (d) Utility installations, including storm drains, sanitary sewers, and water delivery systems.
- (e) The eucalyptus grove located within the area being dedicated to the County of San Mateo for habitat conservation, such maintenance to be performed in accordance with the terms and requirements of the "Eucalyptus Management Handbook For The Northeast Ridge Development," prepared by Ralph Osterling Consultants, Inc., dated September 16, 1988, together with the commentary by Barrie Coate dated October 26, 1988, a copy of which is on file in the offices of City.
- (f) All slopes, bench drains, and trail improvements located within the Restored Habitat area being dedicated to the County of San Mateo for habitat conservation.

2. Each of the maintenance responsibilities set forth in Paragraph 1 and shown on the attached Maintenance Responsibilities Map shall be performed by Subdivider until such time as the obligation to perform the same has been assumed by either:

- (a) The Association or owner of a residential unit within the subdivision, as a result of such obligation being imposed upon the Association or unit owner by the terms of the Covenants, Conditions and Restrictions pertaining to the area owned or maintained by the Association or unit owner; or
- (b) A public agency, by acceptance of Subdivider's offer of dedication to such agency covering the area or facility which is the subject of the maintenance responsibility.

Where responsibility for maintenance has been assumed by one of the foregoing parties, all references in this Agreement to "Subdivider" shall be construed to mean such responsible party.

3. When, in the opinion of the City Engineer, any of the foregoing maintenance responsibilities are not being performed by Subdivider in the manner required by this Agreement, the City Engineer may give written notice of the deficiencies to Subdivider and a demand for correction thereof. In the event Subdivider fails to perform and complete the corrective work within thirty (30) days following receipt of the written demand from the City Engineer to do so (or if the corrective work is of such nature that it cannot reasonably be completed within thirty (30) days, then in the event Subdivider fails to promptly commence such work and prosecute the same diligently to completion), then Subdivider shall be deemed to be in default under this Agreement. City shall thereupon have the right, but not the obligation, to cause such corrective work to be performed, in whole or in part, by its own agents and employees or by outside contractors retained by City for such purpose. Notwithstanding the foregoing, if Subdivider's failure to perform any maintenance responsibility has resulted in the creation of an immediate threat to the public safety or an immediate threat to the survival of any landscaping, natural vegetation, or endangered species intended to be protected hereunder, City shall attempt to give notice of such threat to Subdivider by direct or telephonic verbal communication or by written notice personally delivered to the offices of Subdivider or sent by means of facsimile transmission. In the event Subdivider does not take immediate and appropriate corrective action in response to the notice, or if, for any reason, City is unable to notify Subdivider of the emergency situation, City may proceed to perform the necessary corrective work and shall provide to Subdivider a written description of such work within forty-eight hours after the corrective action by City has been taken.

4. Any and all reasonable costs or expenses incurred by City in connection with the performance of corrective work pursuant to Paragraph 3 of this Agreement shall be charged to Subdivider and will be immediately due and payable by Subdivider to City. Until such charges are paid in full by Subdivider, the amount thereof will constitute a lien and encumbrance upon the Property, excluding, however, any portion thereof which, at the time of the lien, is part of an area subject to a dedication which has been accepted by the public agency. The lien may be enforced in a civil action brought in the name of City in any Court of competent jurisdiction, or in the alternative, shall constitute a special assessment against the Property and shall be collected at the same time and in the same manner as real property taxes are collected by City, all the provisions relating to tax delinquency being made applicable thereto.

5. Nothing herein contained shall be construed to impose any duty, responsibility, or obligation upon City, or any of its officers, officials, agents or employees, to inspect, visit or otherwise view the Property for purposes of determining whether upkeep and maintenance repairs are required pursuant to this Agreement.

6. Any written demand by the City Engineer given to Subdivider pursuant to Paragraph 3 hereof requiring Subdivider to perform corrective work (except demands for the immediate performance of emergency corrective work), may be appealed by Subdivider to the City Council by filing a Notice of Appeal with the City Clerk within fifteen (15) days after Subdivider's receipt of such demand. If an appeal is taken and the action of the City

Engineer is affirmed, or affirmed as modified by the City Council, the period of time for Subdivider's completion of the corrective work set forth in Paragraph 3 hereof shall begin to run from the date the City Council renders its decision.

7. The obligations of Subdivider hereunder shall be secured by one or more of the surety bonds furnished by Subdivider to City pursuant to the Subdivision Improvement Agreement for the property executed by and between Subdivider and City, as amended (the "Improvement Agreement"). Subdivider shall, at all times during the term of this Agreement, maintain such bond in full force and effect; provided, however, that upon Subdivider being partially released from its obligations hereunder pursuant to Paragraph 2 of this Agreement, the amount of security shall, at the request of Subdivider, be reduced to such amount as will, in the opinion of the City Engineer, reflect the reduction in the level of maintenance services to be performed by Subdivider. Notwithstanding the foregoing, in accordance with Section C.IV.(1) of the Conditions of Approval, Subdivider shall continue to be responsible for the continued maintenance of all public and private common landscaped areas for a period of 12 months from completion of landscape installation and no release or reduction of the surety bond securing the performance of such work shall be made during that time.

In the event of any default by Subdivider under this Agreement, City may resort to the security furnished by Subdivider and such remedy shall be cumulative and in addition to the exercise of the rights and remedies available to City under Paragraph 4 of this Agreement.

8. In the event legal action shall become necessary in order to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including reasonable attorney's fees.

9. This Agreement shall constitute a covenant running with the land, and shall be binding upon and inure to the benefit of the grantees, successors and assigns of Subdivider.

10. In addition to the obligations set forth in this Agreement, Subdivider and the future owners of the Property, or any portion thereof, shall also observe and perform all of the duties and responsibilities as contained in that certain Maintenance Agreement Regarding Private Slope And Drainage Facilities between City and Subdivider recorded concurrently herewith and to which reference is made for the particulars thereof.

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

CITY OF BRISBANE

By: _____
Cyril G. Bologoff, Mayor

Attest: _____
Sheri Marie Spediacci, City Clerk

Approved as to form:

Harold S. Toppel
Harold S. Toppel, City Attorney

**BROOKFIELD NORTHEAST
RIDGE II, LLC, a Delaware
limited liability company**

By: [Signature]

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)

On _____, before me _____,
Notary Public, personally appeared CYRIL G. BOLOGOFF, proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or the entity upon behalf of which the person
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 _____

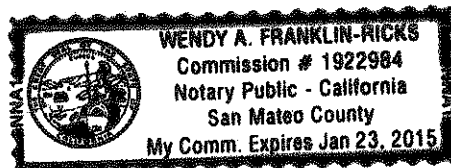
STATE OF CALIFORNIA)
COUNTY OF SAN MATEO)

On 9/27/2011, before me Wendy A. Franklin-Ricks, Notary Public
Notary Public, personally appeared Kevin Robinson, proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity,
and that by his signature on the instrument the person, or the entity upon behalf of which
the person 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 Wendy A. Franklin-Ricks



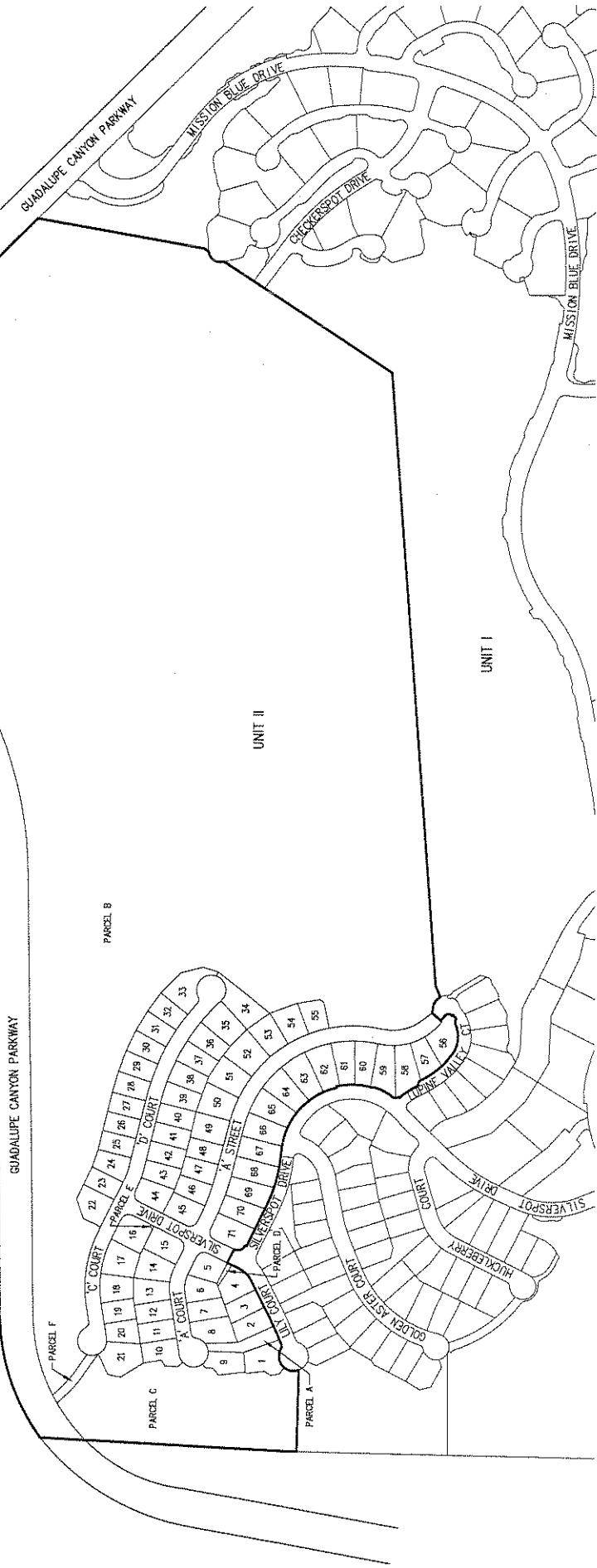
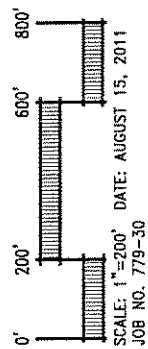


EXHIBIT A-1
MAINTENANCE RESPONSIBILITIES
NORTHEAST RIDGE
UNIT II

CITY OF BRISBANE SAN MATEO COUNTY CALIFORNIA



cbg
Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 6111 Bollinger Canyon Road, Suite 100 • San Ramon, CA 94583
 925-882-0272 • Fax 925-882-8175
 www.carlsonbarbee.com

SHEET NUMBER
1
 OF 7

STATEMENT OF MAINTENANCE INTENT

I. LANDMARK AT THE RIDGE OWNERS ASSOCIATION

1. ALL LANDSCAPING AND IRRIGATION WITHIN THE PROPERTY BOUNDARIES OF UNIT II NEIGHBORHOOD TWO (LANDMARK II) INCLUDING IRRIGATION LINES FROM METER THROUGHOUT IRRIGATION SYSTEM, FENCED YARDS WILL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS PURSUANT TO THE COA.
2. INTERIOR PATHWAYS AND ASSOCIATED LIGHTING AND FIXTURES, INCLUDING THE PUBLIC WALKWAY ACCESS EASEMENT (P.W.A.E.) WITHIN THE HOUSING PARCEL, AND THE PUBLIC RIGHT-OF-WAY, INCLUDING ANY PATHWAYS AND ASSOCIATED LIGHTING FACILITIES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY.
3. STORM DRAIN SYSTEM WITHIN THE PROPERTY BOUNDARIES OF LANDMARK II, INCLUDING THE MAIN CONDUIT STORM DRAIN SYSTEM AND PRIVATE STORM DRAIN SYSTEMS (P.S.D.) AND STORM DRAIN LATERALS TO THE PUBLIC STORM DRAIN SYSTEM WITHIN THE PUBLIC STREET RIGHT-OF-WAY AND EXCLUDING STORM DRAIN SYSTEM THAT DRAINS PUBLIC STREETS.
4. STORM DRAIN SYSTEM OUTSIDE OF THE PROPERTY BOUNDARIES OF LANDMARK II WITHIN PRIVATE STORM DRAIN EASEMENTS SERVING THIS NEIGHBORHOOD (P.S.D.E.).
5. SANITARY SEWER LATERALS FROM THE MAN TO THE HOUSING UNIT.
6. WATER SERVICE LATERALS FROM THE METER TO THE HOUSING UNIT.
7. MAINTENANCE OF 30'-0" WOODED VEGETATION REMOVAL ("M.E.") AREA, MEASURED FROM PROPERTY LINE, AS AN ALTERNATE TO FUNDING COUNTY IMPLEMENTATION OF THIS WORK.
8. CATCHMENT WALLS AND COMBINED RETAINING/CATCHMENT WALLS WITHIN THE LANDMARK II PROPERTY BOUNDARIES INCLUDING REMOVAL OF DEBRIS FLOWS FROM BEHIND CATCHMENT WALLS (LOTS 33-34, 54, 55, AND ADJACENT TO 'A' STREET).

II. CITY OF BRISBANE

1. STREETS, CURBS, GUTTERS, AND SIDEWALKS WITHIN THE PUBLIC STREET RIGHT-OF-WAY; EMERGENCY VEHICLE ACCESS (PARCEL F); AND SKINNING.
2. STORM DRAIN AND WATER QUALITY SYSTEMS LOCATED WITHIN THE PUBLIC STREET RIGHT-OF-WAY, STORM DRAIN LINES THAT DRAIN PUBLIC STREETS, AND METAL FILTER VAULTS AND STORM DRAIN LINES WITHIN PUBLIC SERVICE EASEMENTS (LOT 58 P.S.E.). THE LANDMARK COA# SHALL PROVIDE AN ANNUAL FEE FOR MAINTENANCE OF THE STORM DRAIN WATER QUALITY SYSTEMS.
3. SANITARY SEWER SYSTEM WITHIN THE PUBLIC STREET RIGHT-OF-WAY OR WITHIN PUBLIC SANITARY SEWER EASEMENTS (S.S.E.).
4. WATER LINES WITHIN THE PUBLIC STREET RIGHT-OF-WAY INCLUDING WATER SERVICE LATERALS TO THE METER, BLOW OFF VALVES, AIR RELEASE VALVES, AND FIRE HYDRANT MAINS, ALSO WATER METERS AND FIRE HYDRANTS WITHIN THE P.S.E. ADJACENT TO THE PUBLIC STREET RIGHT-OF-WAY, AND OFF STREET WATERLINES WITHIN PUBLIC WATERLINE EASEMENTS (W.L.E. LOTS 55 AND 52).
5. MAINTENANCE OF ACCESS ROADS AND GATES, INCLUDING CLEANING OF DEBRIS IN THE EMERGENCY VEHICLE ACCESS EASEMENT (PARCEL F).
6. PAVEMENT MAINTENANCE FOR THE EMERGENCY VEHICLE ACCESS EASEMENT (PARCEL F).
7. ALL STREET LIGHTING WITHIN THE PUBLIC RIGHT-OF-WAY AND WITHIN THE P.S.E.'S ADJACENT TO THE PUBLIC STREET RIGHT-OF-WAY.
8. ALL DRIVEWAYS WITHIN THE PUBLIC STREET RIGHT-OF-WAY.


LEGEND

-  LANDMARK II OWNERS ASSOCIATION (LI OA)
-  CITY OF BRISBANE (CITY)
-  COUNTY OF SAN MATEO (CSM)
-  MAINTENANCE, NOTE CALLOUT
-  EMERGENCY VEHICLE ACCESS EASEMENT
-  PUBLIC SERVICE EASEMENT
-  PRIVATE MAINTENANCE EASEMENT
-  PRIVATE STORM DRAIN EASEMENT
-  PUBLIC WALKWAY ACCESS EASEMENT
-  WATER LINE EASEMENT

- III. COUNTY OF SAN MATEO**
1. TRAILS AND VEGETATION WITHIN THE HCP INCLUDING ALL DISTURBED AND UNDISTURBED HABITAT AREAS.
 2. HCP BENCH DRAINS AND SUBDRAINS.
 3. REMAINING EUCALYPTUS GROVES ADJACENT TO LANDMARK II.
- IV. GAS, GAS & ELECTRIC**
1. GAS LINES, ELECTRIC LINES, AND TOWERS WITHIN ELECTRICAL EASEMENTS, RIGHT-OF-WAY, AND PUBLIC SERVICE EASEMENTS (P.S.E.).
- V. GAS, GAS & ELECTRIC**
1. TELEPHONE LINES WITHIN EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC SERVICE EASEMENTS (P.S.E.).
- VI. CABLE TELEVISION**
1. ALL CABLE TELEVISION FACILITIES OUTSIDE OF HOUSING UNITS.

**EXHIBIT A-2
MAINTENANCE RESPONSIBILITIES
NORTHEAST RIDGE
UNIT II**

CITY OF BRISBANE SAN MATEO COUNTY CALIFORNIA



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8711 Redinger Canyon Road, Suite 150 - San Ramon, CA 94583
925-398-0000
www.carlison.com

SHEET NUMBER

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OF 7

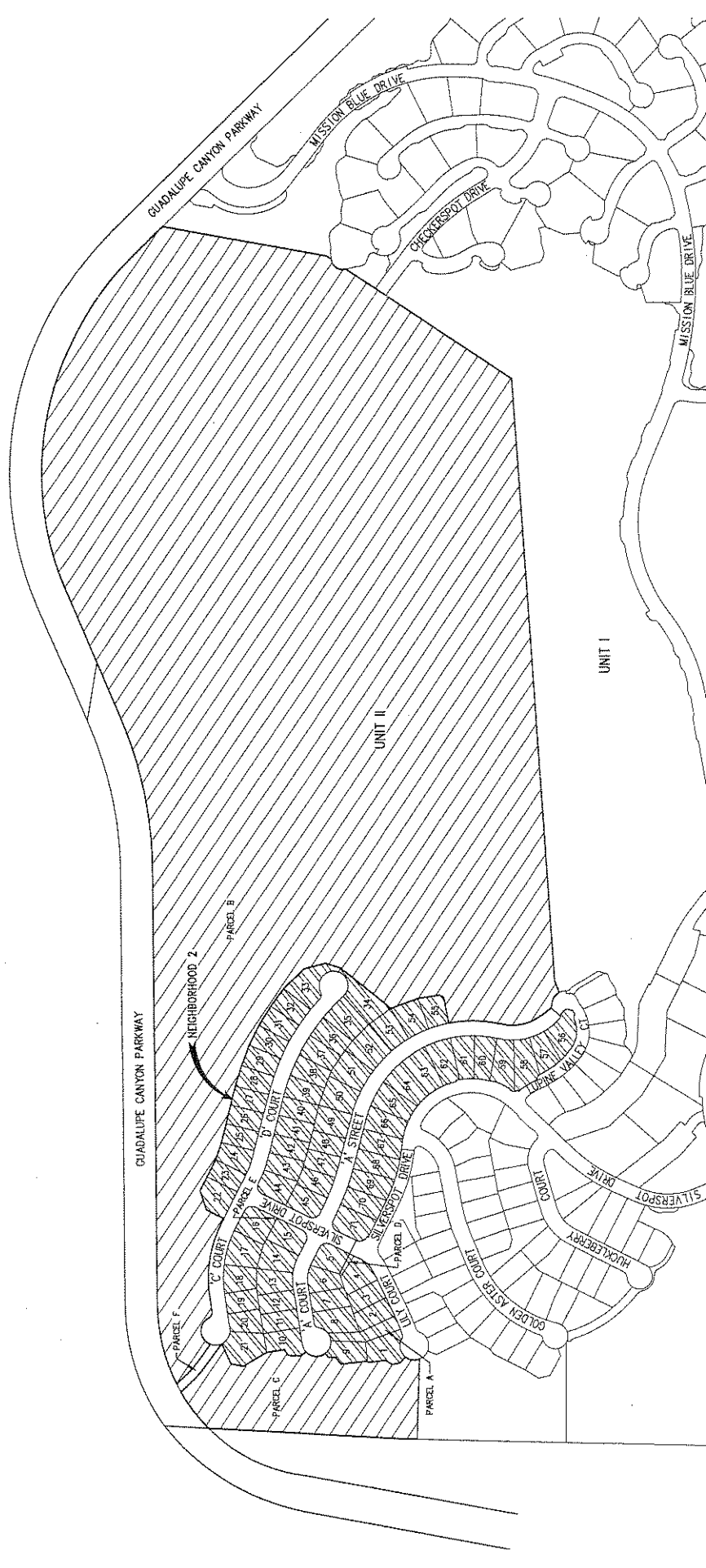





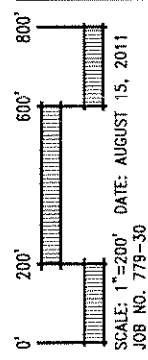
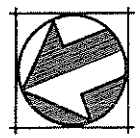
EXHIBIT A-3
MAINTENANCE RESPONSIBILITIES
NORTHEAST RIDGE
UNIT II

KEY MAP ILLUSTRATING
APPROXIMATE BOUNDARIES

CITY OF BRISSANE SAN MATEO COUNTY CALIFORNIA

LEGEND

-  LANDMARK & OWNERS ASSOCIATION (LOA)
-  COUNTY OF SAN MATEO (CSM)
-  CONSERVED HABITAT BOUNDARY



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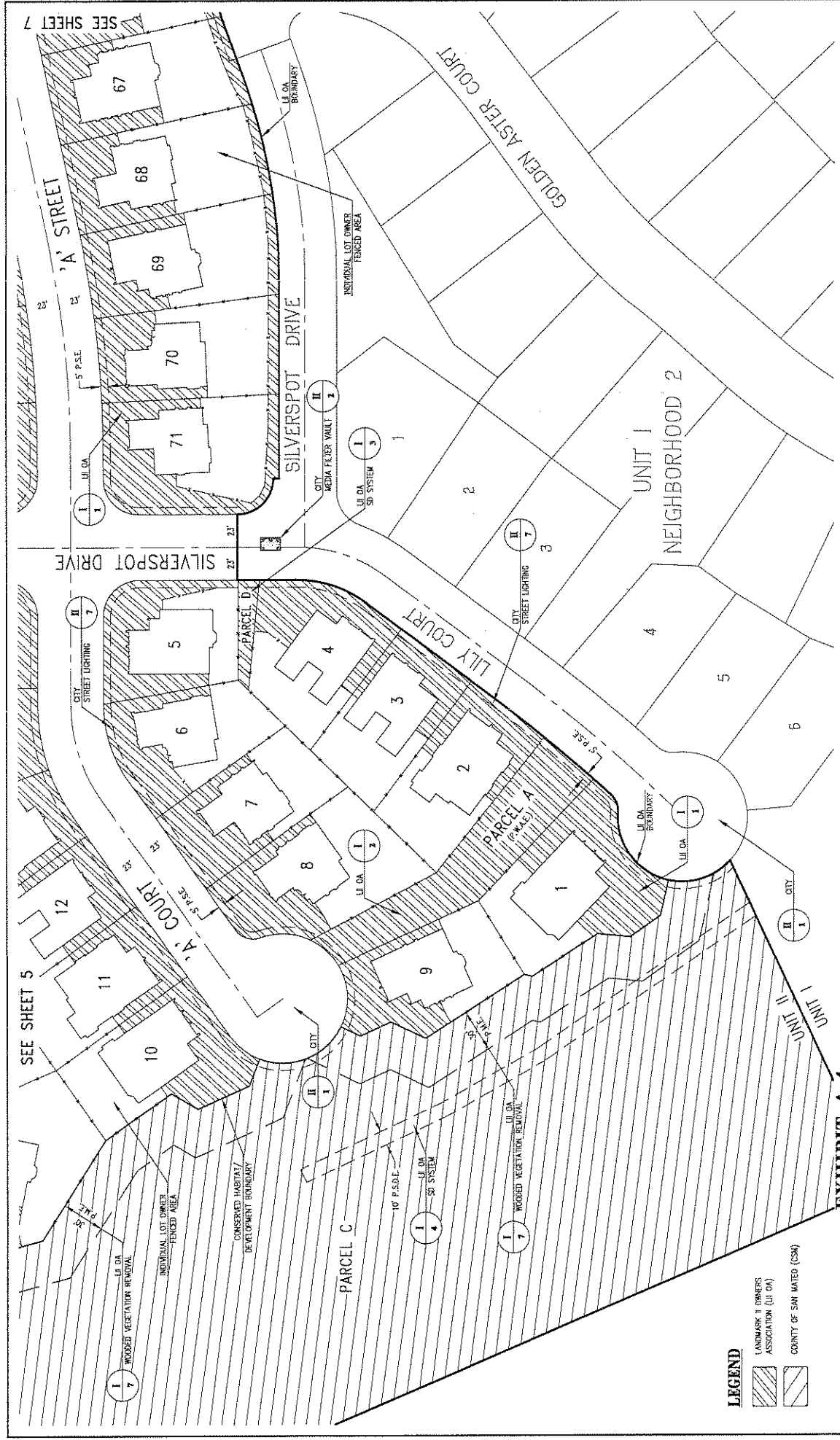
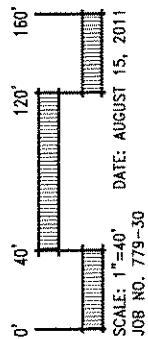
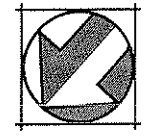


EXHIBIT A-4
MAINTENANCE RESPONSIBILITIES
NORTHEAST RIDGE
UNIT II
 CITY OF BRISBANE SAN MATEO COUNTY CALIFORNIA

LEGEND
 (Symbol) LANDMARK II DIRTYERS ASSOCIATION (LI OA)
 (Symbol) COUNTY OF SAN MATEO (CSM)





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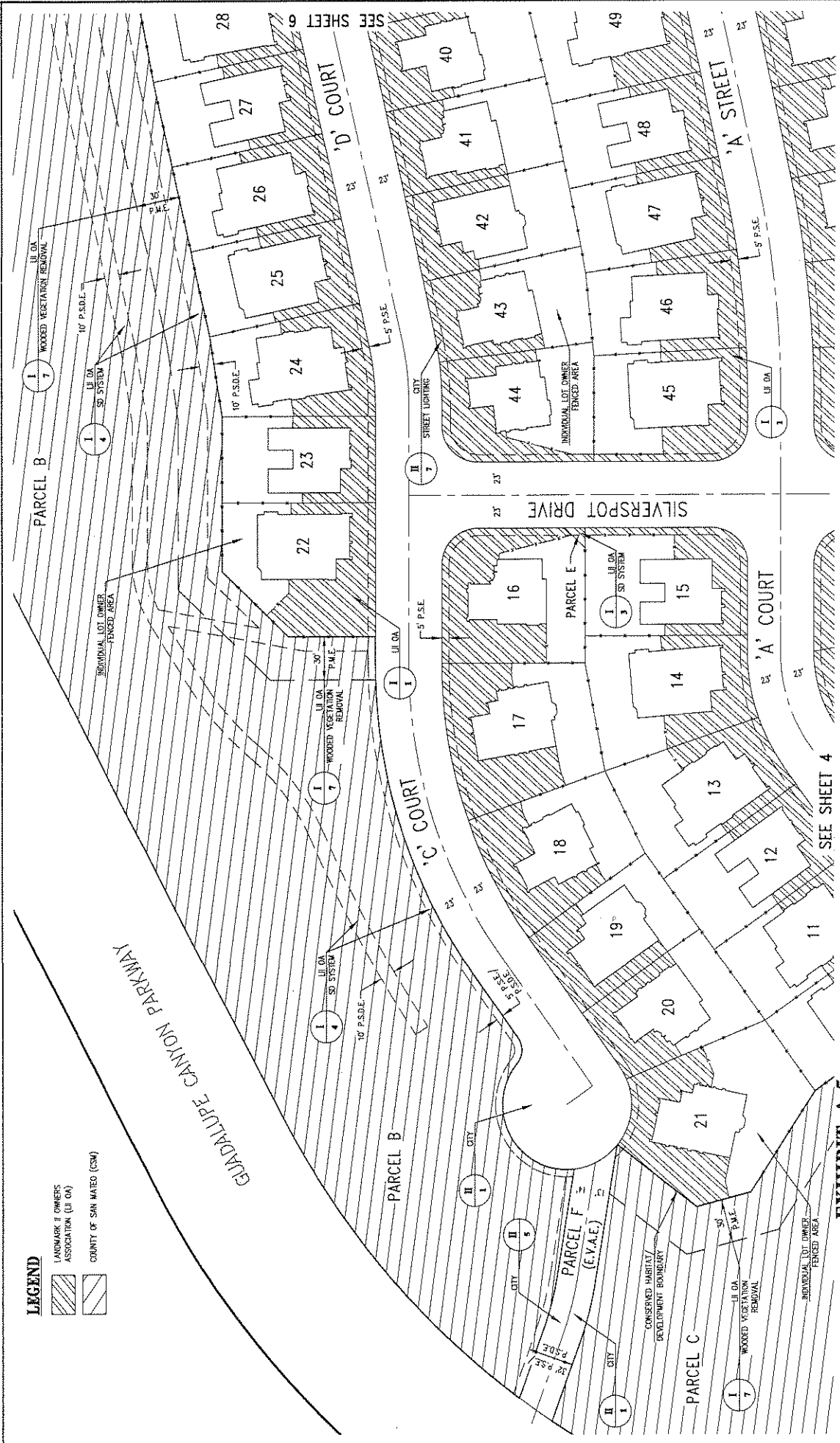
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SEE SHEET 5

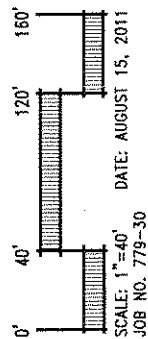
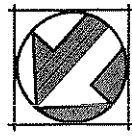
LEGEND

-  LANDMARK II OWNERS ASSOCIATION (LI OA)
-  COUNTY OF SAN MATEO (CSM)



**EXHIBIT A-5
MAINTENANCE RESPONSIBILITIES
NORTHEAST RIDGE
UNIT II**

CITY OF BRISBANE SAN MATEO COUNTY CALIFORNIA



SCALE: 1"=40'
JOB NO. 779-30
DATE: AUGUST 15, 2011



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SHEET NUMBER
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OF 7

SEE SHEET 6

SEE SHEET 4

LEGEND

-  LANDMARK & OWNERS ASSOCIATION (LLOA)
-  COURTY OF SAN MATEO (CSM)

PARCEL B

PARCEL B

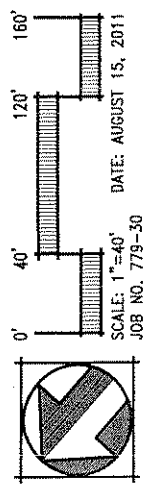


SEE SHEET 5

SEE SHEET 7

EXHIBIT A-6
MAINTENANCE RESPONSIBILITIES
NORTHEAST RIDGE
UNIT II

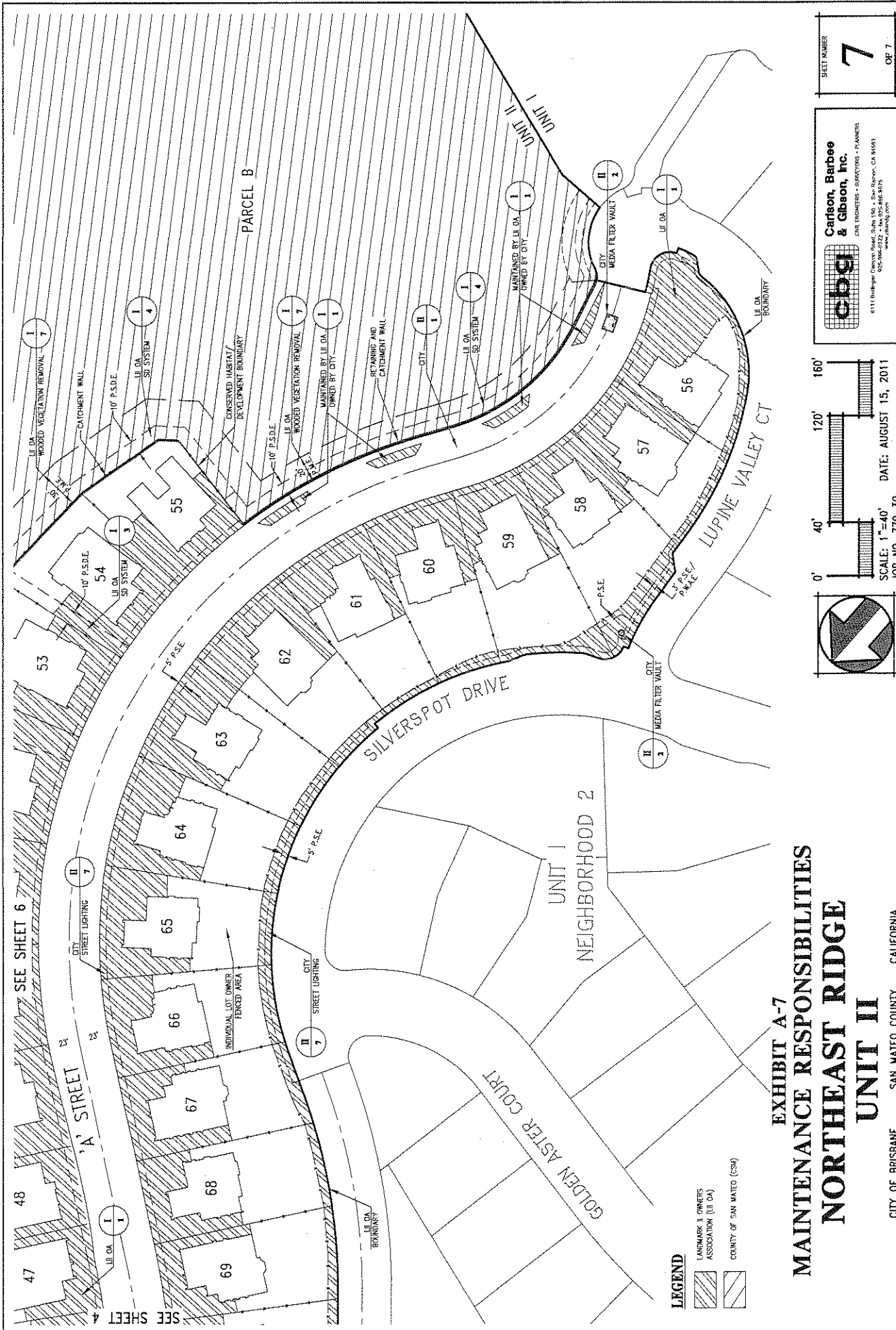
CITY OF BRISBANE SAN MATEO COUNTY CALIFORNIA



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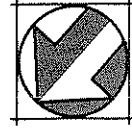
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EXHIBIT A-6



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 925-368-4232 • fax 925-868-8875
 www.cbci.com

SCALE: 1"=40'
 DATE: AUGUST 15, 2011
 JOB NO. 779-30



0' 40' 120' 160'

EXHIBIT A-7
MAINTENANCE RESPONSIBILITIES
NORTHEAST RIDGE
UNIT II
 CITY OF BRISBANE SAN MATEO COUNTY CALIFORNIA