

MITIGATION MONITORING AND REPORTING AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HIGHLANDS ESTATES DEVELOPMENT I, LLC AND CHAMBERLAIN GROUP

This Mitigation Monitoring Agreement (“Agreement”) is between the County of San Mateo (“County”) on the one hand, and Highland Estates Development I, LLC and Chamberlain Group (collectively, the “Developer,” and, together with the County, the “Parties”), on the other. This Agreement relates to Developer’s obligation to fund the costs of the mitigation monitoring and reporting program (“MMRP”) for the Project (as defined below). This Agreement is effective as of September 12, 2017, although the Parties acknowledge and agree that Developer is responsible to pay for all costs associated with the MMRP for the Project, even if incurred prior to the effective date of this Agreement.

RECITALS

1. On April 27, 2010, the County approved Developer’s proposal for a project in the unincorporated San Mateo Highlands consisting of a Zoning Text Amendment, a Rezoning, a Lot Line Adjustment, a Major Subdivision, a Resource Management (RM) Permit, and a Grading Permit, all for the development of eleven residential lots to be located on parcels identified as Assessor’s Parcel Numbers (“APNs”) 041-101-290 and 041-072-030 (“Project”). The approved project includes the creation of a 93.39-acre parcel (identified as APN 041-101-380), which is subject to a recorded conservation easement.
2. Highland Estates Development I, LLC is the landowner of the properties of the “Highlands Estates”, which currently consists of Parcels 041-101-390 (Lot 5 on Ticonderoga Drive); 041-101-400 (Lot 6 on Ticonderoga Drive); 041-101-410 (Lot 7 on Ticonderoga Drive); 041-101-420 (Lot 8 on Ticonderoga Drive); 041-101-430 (Lot 9 on Cobblehill Place); 041-101-440 (Lot 10 on Cobblehill Place), located within the County of San Mateo all zoned as Resource Management (RM), with the exception of Lots 9 and 10 which are located within the R-1/S-81 Zoning District. Highland Estates Development I, LLC seek building permits for the construction of single-family residences on Lots 5 through 11.
3. Lots 1 through 4 of the Highlands Estates (2279, 2275, 2271, and 2265 Bunker Hill Drive) have been developed and sold to individual owners are not the subject of this MOU.
4. When it approved the Project, the Conditions of Approval imposed by the Board of Supervisors for the Project included Condition No. 4, which requires as follow: that “The property owner shall comply with all mitigation measures as revised and listed below (based on the Mitigation Monitoring and Reporting Program (MMRP) incorporated



within the Final [Environmental Impact Report] and made available to the public on January 4, 2010). When timing has not been specified below, then mitigation timing and monitoring shall be as specified in the MMRP. The applicant shall enter into a contract with the San Mateo County Planning and Building Department for all mitigation monitoring for this project prior to the issuance of any grading permit “hard card” for the project. The fee shall be staff’s cost, plus 10 percent, as required in the current Planning Service Fee Schedule. Planning staff may, at their discretion, contract these services to an independent contractor at cost, plus an additional 10 percent for contract administration.” (Emphasis added.)

5. The County and the Developer have yet to enter into such a contract for mitigation monitoring in connection with the Project MMRP and the Parties are entering into this Agreement in order to satisfy the requirements of Condition No. 4 of the Project Conditions of Approval.
6. Grading Permit “hard cards” for grading related to approved development on Lots 9 through 11 and Lots 5 through 8 have not yet been issued.

Therefore, in consideration of the foregoing recitals and other appropriate matters, the Parties agree as follows:


1. The Developer shall pay, or cause to be paid, to the County a fee in an amount equal to the County’s cost in Planning and Building Department staff time and materials for mitigation monitoring in connection with implementation of the Project MMRP, plus ten percent (10%) (reflecting administrative and overhead costs), as set forth in the current Planning and Building Department Service Fee Schedule. For purposes of this Agreement, “time and materials” means the hourly staff cost attributable to all staff time spent monitoring the implementation of mitigation measures for the Project. Such staff time may include, but are not limited to, the review and analysis of required reports, performance of inspections, responding to inquiries from the public, and meetings with Developer, contractors, and other involved departments and agencies. The Parties acknowledge and agree that currently outstanding MMRP fees to be paid under this Agreement must be paid to the County prior to final approval of the building permits for Lots 9 through 11 for mitigation monitoring associated with the Project MMRP for construction on those lots and prior to final approval of the building permits for Lots 5 through 8 for mitigation monitoring associated with construction on those lots. Moreover, the Parties agree that no further grading permits for the Project will be issued prior to payment of outstanding fees for mitigation monitoring associated with the Project MMRP.
2. The Community Development Director may, at his/her discretion, contract these mitigation monitoring services associated with the Project MMRP to an independent contractor at cost, plus an additional ten percent payable to the County Planning and Building Department for contract administration and overhead. The Developer will be



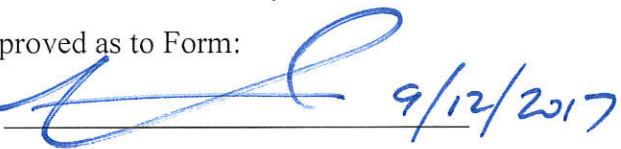
notified 30 days prior to a decision by the County to contract with an independent contractor for mitigation monitoring services.

3. The Parties acknowledge that, as of the effective date of this Agreement, the County has incurred \$904.86 in staff time and material expenses for mitigation monitoring services associated with the Project MMRP. These expenses are detailed in the invoice attached as Exhibit A to this Agreement and incorporated herein by reference. Developer agrees to pay this amount by no later than October 1, 2017.
4. This Agreement shall remain in effect until all actions required under the MMRP have been completed.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU, effective on the date written above.

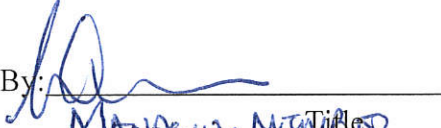
County:  
By:   
Steve Monowitz, Community Development Director

Date: 9/12/17

Approved as to Form:  
By:  9/12/2017  
John Nibbelin, Chief Deputy County Counsel

Highland Estates Development I, LLC

Approved as to Form:

By:   
MANAGING MEMBER  
NOEL CHAMBERLAIN

By: \_\_\_\_\_  
\_\_\_\_\_, Title

Date: 9/12/2017

Date: \_\_\_\_\_