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City of San Rafael - Community Development Dept
1400 5th Ave, 3rd Fl
San Rafael, CA 94901
Attn.: Raffi Boloyan, Planning Manager

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT
(BioMarin San Rafael Campus)

APRIL 13 THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of APRIL 13, 2020, by and between the City of San Rafael, a California charter city (the "City"), and California Corporate Center Acquisition, LLC, a Delaware limited liability company ("CCCA" or "Developer") (collectively the "Parties" to this Agreement). This Development Agreement is entered into pursuant to the authority set forth in California Government Code Sections 65864 through 65869.5 and San Rafael Municipal Code Section 14.16.100, and is executed under the following facts, circumstances and understandings of the parties:

A. The State Development Agreement Legislation authorizes the City to enter into development agreements in connection with the development of real property within its jurisdiction by persons with a requisite legal or equitable interest in the real property which is the subject of a development agreement. The State Development Agreement Law also authorizes the City to enact, by resolution or ordinance, procedures or requirements for the consideration of development agreements, to meet the goals of the State Development Agreement Law, to conserve resources, reduce development costs to the consumer and encourage investment in and a commitment to comprehensive planning to maximize the efficient utilization of resources at the least economic cost to the general public. Pursuant to this authority, the City has enacted the Development Agreement Ordinance and Resolution.

B. The City has determined that the New Projects are a development for which a development agreement is appropriate in order to achieve the goals and objectives of the City's land use planning policies and to provide appropriate assurances to Developer regarding its ability to complete the New Projects. This will in turn eliminate uncertainty in planning for and secure orderly development of the New Projects, assure progressive installation of necessary improvements and provision for public services appropriate to each stage of development of the New Projects, and otherwise achieve the goals and purposes of which the Development Agreement Ordinance and Resolution were enacted by the City. In exchange for these benefits

to the City, Developer desires to receive the assurance that it may proceed with the New Projects in accordance with the Existing Ordinances, subject to the terms and conditions contained in this Agreement.

C. CCCA is the owner of that certain real property legally described on Exhibit A-1 attached hereto and made a part hereof (the "Original SRC Property"), commonly known as the San Rafael Corporate Center or the BioMarin San Rafael Campus (the "SRC"). On February 17, 1998, the San Rafael City Council (the "City Council") adopted Ordinance No. 1722 approving that certain Development Agreement by and among the City, and previous owners of the Original SRC Property, Village Builders, L.P. and Fair, Isaac and Company, Inc. (collectively, "Fair Isaac") for development of the Original SRC Property. Such Development Agreement, dated February 17, 1998, was recorded in the Office of the Marin County Recorder on April 9, 1998 as Document No. 98-023245 (the "1998 DA").

D. The 1998 DA was first amended by that certain Amendment to Development Agreement approved by Ordinance No. 1755 on August 21, 2000 (the 1998 DA as amended, the "First Amended 1998 DA") to accommodate multi-tenant use of the office park, and in 2007, all of Fair Isaac's rights and obligations under the First Amended 1998 DA were assigned to San Rafael Corporate Center, LLC, a Delaware limited liability company ("SR Corporate") in connection with Fair Isaac's transfer of the Original SRC Property to SR Corporate.

E. The First Amended 1998 DA was further amended by that certain Second Amendment to Development Agreement approved by Ordinance No. 1902 on December 19, 2011 (the First Amended 1998 DA, as further amended, the "Second Amended 1998 DA") to expand use for the office park to include medical and research and development uses. As of the date of this Agreement, the Second Amended 1998 DA remains in full force and effect.

F. CCCA, as the present owner of the SRC, is the successor-in-interest to all of SR Corporate's rights and obligations under the Second Amended 1998 DA.

G. As of the date hereof, the SRC is improved with five (5) buildings consisting of approximately 400,700 building square feet and two (2) parking garages. A depiction of the existing SRC development is shown on Exhibit A-2 attached hereto and made a part hereof.

H. In 2015, pursuant to Ordinance No. 1936, the City approved for development at the SRC a four-story office building at 755 Lindaro Street ("Lindaro Development") and an accompanying six-story expansion of the existing 788 Lincoln Avenue parking structure ("Lincoln Parking Expansion"), for which construction has not yet commenced, and eliminated the previously allowed medical office use.

I. This Agreement carries forward certain ongoing obligations of CCCA with respect to the Original SRC Property under the 1998 DA (Ordinance No. 1722), the First Amended 1998 DA (Ordinance No. 1755) and the Second Amended 1998 DA (Ordinance No. 1902) and development rights and obligations under Ordinance No. 1936 and it is the intention of the Parties that this Agreement consolidate all existing and ongoing development obligations and rights with respect to the Property in this Agreement.

J. BioMarin Pharmaceutical Inc. (“BioMarin”), the parent company of CCCA, owns the real property located adjacent to the SRC and commonly known as 999 3rd Street, which consists of approximately 133,099 square feet, as more particularly described on Exhibit B attached hereto and made a part hereof (the “999 3rd Street Property”). Developer plans to expand the SRC to encompass a portion of the 999 3rd Street Property consisting of approximately 118,100 square feet, as more particularly described and depicted on Exhibit C attached hereto and made a part hereof (the “R&D Development Property”) and construct research and development buildings at that location to meet Developer’s growing need for additional research and development laboratories and offices.

K. Developer proposes to undertake the Lindaro Development and Lincoln Parking Expansion and to develop the R&D Development Property. The existing SRC property as expanded to include the R&D Development Property shall be referred to herein as the “Expanded SRC”.

L. The City is willing to enter into this Agreement with Developer because the public benefits of the existing SRC and the R&D Development Property include, among others:

(1) continued development of San Rafael’s downtown in a manner which is supported by and consistent with the goals of the City’s Vision Committee, the Business Improvement District, the San Rafael Chamber of Commerce, the City’s Bicycle Plan and other city and community organizations;

(2) continued development of San Rafael’s downtown with buildings which will be seen as an attractive gateway to the City and which are consistent with the City’s adopted Our Vision of Downtown San Rafael for the Lindaro Office District and the Second/Third Mixed Use Land Use District;

(3) a development which will provide monetary contributions totaling \$900,000 and will address mitigations to improvements to roads, traffic, circulation, and parking to serve the public, and for pedestrian and bicycle safety;

(4) the donation of the Northwestern Portion to Whistlestop, consisting of approximately 15,000 square feet, for the development of 67 units of affordable senior housing and a healthy aging campus;

(5) the donation of a lease to Whistlestop of 648 Lindaro Street for three (3) years;

(6) completion of the second and final phase of the 999 3rd Street Property remediation;

(7) the provision of 3,500 square feet of retail space and 6,000 square feet of landscaped plaza at the corner of 3rd and Lindaro Street open to the public during Developer’s business hours; and

(8) the provision of up to 70% of the surface area of the R&D Development Property for public parking and ancillary uses (such as food truck market, etc.) until such time as commencement of construction activities for either building on the R&D Development Property, all as further described, and subject to, the terms of this Agreement.

M. City and Developer desire to enter into this Agreement to secure the public benefits enumerated in the Recitals and to vest the entitlements created by the Vested Approvals in Developer and the Property, upon the all the terms and conditions thereof, as provided pursuant to Government Code Sections 65864 et seq.

N. The City Council, having completed its public hearing, finds that the provisions of this Agreement are consistent with the City General Plan and with the provisions of the General Plan applying to the Downtown and Lindero Office District and the Second/Third Mixed Use Land Use District and that the environmental impacts of the development contemplated herein were fully considered in the Final Environmental Impact Report prepared and certified by City and complies in all respects with the requirements of the California Environmental Quality Act. So finding, the City approves entry into this Agreement by adoption of Ordinance No. 1982. The findings of said Ordinance No. 1982 are incorporated in this Agreement as recitals by this reference.

O. The above Recitals to this Agreement are incorporated herein by this reference.

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864 et seq., and in consideration of the mutual covenants and promises of the parties herein contained, the parties agree as follows:

Article 1. Definitions.

1.1. Affiliate. A Person who directly or indirectly controls, is controlled by, or is under common control with CCCA, or a Person at least a majority of whose economic interest is owned by CCCA.

1.2. Approvals. All amendments to any Ordinances and Development Policies heretofore or hereafter enacted, necessary or appropriate to confer the requisite lawful right of Developer to develop the New Projects, and any and all permits or approvals of any kind or character required under the Ordinances and Development Policies in order to develop the New Projects.

1.3. Developer. CCCA and any Affiliate for so long as either CCCA or its Affiliate owns any portion of the Property, or a successor-in-interest to CCCA or its Affiliate with respect to the Property.

1.4. Development Agreement Legislation. California Government Code Section 65864 et seq., enacted by the Legislature to strengthen the public planning process, encourage private participation in comprehensive planning, reduce the economic costs of development and give assurances to the applicant for a development project, authorizes the City and an applicant for a

development project to enter into a development agreement, establishing certain development rights for the development of property that is the subject of a development project application.

1.5. Development Agreement Ordinance and Resolution. City Municipal Code Section 14.16.100 and City Council Resolution No. 6089, including "Appendix A: Regulations Establishing Procedures and Requirements for Consideration of Development Agreements", adopted pursuant to the Development Agreement Legislation, and as adopted on the Effective Date of this Agreement.

1.6. Enacting Ordinance. Ordinance No. 1982 enacted by the City Council of San Rafael on April 6, 2020, approving this Development Agreement effective as of May 6, 2020.

1.7. Exactions. All exactions imposed upon the New Projects through conditions of approval, in lieu fees or payments, dedication or reservation requirements, obligations for on- or off-site improvements or construction requirements for public improvements or public facilities, or services called for in connection with the development of or construction on property under the Existing Ordinances, whether such exactions constitute subdivision improvements, mitigation measures, or impositions made under other Existing Ordinances or in order to make a project approval consistent with the City's laws or procedures.

1.8. Existing Fees. All application fees, processing fees, regulatory fees, in lieu fees or payment or impact fees set by the City, including any fee or charge imposed in connection with the development of the Property and/or imposed to mitigate adverse environmental impacts, which are either: (a) set forth in the City of San Rafael Master Fee Schedule, as imposed by the City at the Effective Date (attached hereto as Exhibit D); or (b) specified in the Vested Approvals.

1.9. Existing Ordinances. The Ordinances and Development Policies of the City that were in effect on the Effective Date of this Agreement.

1.10. Existing Development. The office, research and development use development consisting of Buildings A, B, C, D and E and two parking garages on the Original SRC Property, as depicted on Exhibit A-2 attached hereto, which have been completed in compliance with the Second Amended 1998 DA.

1.11. Lindaro and Parking Expansion Project. The office building on 755 Lindaro Street and six-story expansion of the existing 788 Lincoln Avenue parking structure approved by the City in 2015 through Ordinance No. 1936 and Resolution No. 14027.

1.12. New Projects. The phased office, research and development use development and all associated amenities, including, but not limited to, surface and structured parking, landscaping, and on- and off- site improvements, contemplated by or embodied within the Vested Approvals for (i) the Lindaro and Parking Expansion Project, and (ii) the two research and development buildings on the R&D Development Property.

1.13. Northwestern Portion. The approximately 15,000 square feet of the northwest corner of the 999 3rd Street Property to be donated to Whistlestop and Eden Housing for the development of an affordable senior housing and a healthy aging campus, as depicted in the Tentative Parcel Map on Exhibit E attached hereto and made a part hereof. The Northwestern Portion shall benefit from a five-foot wide landscaped easement running along the east and south boundaries of this area exclusively and solely provided to allow the inclusion of windows in the senior housing and a healthy aging building along the easement for compliance with building code set back requirements. The Northwestern Portion is not part of this Development Agreement.

1.14. Ordinances and Development Policies. Consistent with the provisions of Government Code Section 65866, the ordinances, resolutions, codes, General Plan, rules, regulations and official policies of the City of San Rafael governing the permitted uses of land, governing density or intensity of development, and governing design, improvement and construction standards and specifications, any and all of which may be applicable to development of the Property. Excluded from the foregoing are those which pertain to or impose life-safety, fire protection, electrical and/or building integrity requirements.

1.15. Person. Any person, partnership, corporation, municipal corporation, governmental board, body, agency or representative, or other form of organization or entity.

1.16. Property. The real property as described and shown in Exhibits A and C on which the Existing Development or New Projects has been or is intended to be developed. The Property consists of the Original SRC Property and the R&D Development Property.

1.17. Property – Lot or Parcel. Any lot or parcel within the Property.

1.18. R&D Development Property. The remaining approximately 118,100 square feet portion of the 999 3rd Street Property after Developer's donation of the Northwestern Portion for the healthy aging campus, as depicted on Exhibit C, attached hereto and made a part hereof.

1.19. Substitute Developer. Shall consist of any Person who: (i) has a net worth, as of the date of the proposed Transfer, which exceeds Five Million Dollars (\$5,000,000.00); and (ii) who has the development experience, in development of office projects or comparable real estate development projects, to carry out and complete the New Projects.

1.20. Transfer. Any voluntary or involuntary sale, transfer, conveyance, or other disposition of fee title to the whole or any part of the Property, or any assignment of this Agreement.

1.21. Vested Approvals. Those Approvals for the New Projects adopted by the City and all conditions thereto as of the Effective Date of this Agreement, including the following: The approvals, as described in Exhibit F attached hereto and made a part hereof, which include:

- (i) General Plan Amendment (GPA 18-001);
- (ii) Zoning Text Amendment (ZO18-003);

- (iii) PD Rezoning (ZC18-002);
- (iv) Master Use Permit (UP18-034);
- (v) Environmental and Design Review Permit (ED18-087);
- (vi) Design Review Permit (ED17-057);
- (vii) Small Subdivision (S18-001);
- (viii) Sign Program Amendment (SP18-006); and
- (ix) Ordinance No. 1936.

Article 2. Effective Date; Term.

2.1. Effective Date. This Agreement shall be effective as of the date the Enacting Ordinance becomes effective pursuant to Government Code Section 36937. However, if the Enacting Ordinance is made the subject of a referendum or is challenged by legal action, then the Effective Date shall be the date when the referendum proceedings and/or legal proceedings have been finally concluded.

2.2. Term of this Agreement. The Term of this Agreement shall continue until the tenth (10th) anniversary of the effective date of the Enacting Ordinances, unless the Term is earlier terminated or extended by amendment as provided by applicable Government Code provisions and City's Development Agreement and Ordinance and Resolution.

2.3. Term of Approvals. The Vested Approvals and any and all Approvals granted by the City after the Effective Date, shall remain valid for the Term of this Agreement.

2.4. Term of the Second Amended 1998 DA. By its terms, the Second Amended 1998 DA remains effective until 2021. The Parties hereby agree the Second Amended 1998 DA shall terminate upon the Effective Date of this Agreement because the Parties acknowledge and agree that the Lindaro and Parking Expansion Project is further entitled consistent with the Second Amended 1998 DA subject to the terms of this Agreement. The Parties hereby agree that the Lindaro and Parking Expansion Project is entitled pursuant to this Agreement and consistent with the Second Amended 1998 DA and that the Second Amended 1998 DA shall only terminate upon the Effective Date of this Agreement.

Article 3. Development of Property; Fees.

3.1. Development of Property. Developer shall have the right to develop the Property as set forth in the Vested Approvals and in accordance with this Agreement. City shall have the right to regulate development of the Property in accordance with the provisions of this Agreement.

3.1.1. Vested Approvals, Existing Ordinances, and Development Agreement Control.

Except as otherwise specified in this Agreement, the Vested Approvals and the Existing Ordinances shall control the design, development and construction of the New Projects, and all on- and off-site improvements and appurtenances in connection therewith, in the manner specified in this Agreement. No part of the Vested

Approvals may be revised or changed during the Term without the consent of Developer, except as may be authorized under Government Code Section 65866 or permitted pursuant to the provisions of Section 3.3 herein.

3.1.2. Conflicting Changes in City Regulations. No future modification of City's code or ordinances, or adoption of any code, ordinance, regulation, whether adopted by the City Council or through the initiative or referendum process, which conflicts with the Vested Approvals of this Agreement shall apply to the Property or modify this Agreement without amendment hereto to so provide by the parties.

3.2. Development of New Projects. The New Projects, as set forth in the Vested Approvals, include, but are not limited to, the following:

3.2.1. Permitted uses for single or multi-tenant office, research and development, accessory retail use development.

3.2.2. Density of Use consisting of eight (8) office building structures to be erected in Phases, totaling Seven Hundred Fifteen Thousand Five Hundred (715,500) square feet of gross floor area and parking on surface and in two (2) parking structures.

3.2.3. Maximum height of buildings of Seventy-Eight (78) feet for the Original SRC Property and Seventy-Two (72) feet for the R&D Development Property, inclusive of the "Building Height Bonus" approved by the City, as required by the Use Permit (UP 97-10).

3.3. Changes in State or Federal Law. In the event that any state or federal laws or regulations, enacted after the Effective Date, prevents or precludes compliance with one or more provisions of this Agreement, and the provisions hereof are not entitled to the status of vested right under California law, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Immediately after enactment of any such state or federal laws or regulations, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect that such modification or suspension would have on the purpose and intent of this Agreement. City shall not prohibit Developer's right to contest such law or regulation and seek a declaration that it does not require modification or suspension of provisions of this Agreement. If any such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

3.4. Phasing of the Development of the Property. Five (5) building structures consisting of approximately 400,700 building square feet and two (2) parking garages have been completed on the Original SRC Property in accordance with the Second Amended 1998 DA. Development of the R&D Development Property and Lindaro and Parking Expansion Project is expected to occur in four (4) phases: construction of Building A, which would be located on the north side of the R&D Development Property and include approximately 77,000 square feet of office space and 33,000 square feet of amenities for employees and visitors of SRC; construction of Building B, which would be located on the southern portion of the R&D Development Property and consist

of approximately 97,000 square feet of laboratory, research and development space; construction of an office building on 755 Lindaro Street; and construction of a six-story expansion of the existing 788 Lincoln Avenue parking structure. Buildings A and B and 755 Lindaro and the 788 Lincoln Avenue parking structure may be built in any order, as determined by Developer in its sole discretion.

3.5. Development Scheduling. Developer shall have no obligation to initiate or complete development of any aspect of the New Projects within any period of time. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that failure of the parties to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the City's and Developer's intent here to cure that deficiency by acknowledging and providing that Developer shall have the right (without obligation), subject to the provision of this Agreement, to complete the New Projects in such order and at such rate and at such times as Developer deems appropriate within the exercise of their subjective business judgment.

3.6. Fees. City agrees that only Existing Fees calculated and in place as of the Effective Date of this Agreement (and no other application fees, processing fees, regulatory fees, in lieu fees or payments or impact fees) shall apply to the New Projects.

Article 4. Obligations Relating to the R&D Development Property.

4.1. Northwestern Portion Donation. Developer shall donate the Northwestern Portion to Whistlestop as part of a land swap through which the delta in value of the swapped properties, as of a June 2018 appraisal, results in a One Million Two Hundred Thousand Dollars (\$1,200,000) donation. Developer shall donate the Northwestern Portion in its then current as-is condition, for development of a healthy aging campus and affordable senior housing.

4.2. Remediation. For the benefit of development of a healthy aging campus and affordable senior housing, Developer shall complete the second phase of the soil remediation for the 999 3rd Street Property by performing an investigation and cleanup under the DTSC's Voluntary Cleanup Program. Developer shall complete such second phase of remediation prior to commencement of construction and development activities for the R&D Development Property, resulting in out-of-pocket costs for Developer of over Two Million Dollars (\$2,000,000) and total remediation costs of over Sixteen Million Dollars (\$16,000,000).

4.3. Retail Space. Developer agrees that a portion of the R&D Development Property consisting of approximately 3,500 square feet of retail space (the actual layout and location of such space to be determined by Developer) (the "Retail Space") shall be open to the public during Developer's business hours (from 9 a.m. to 5:00 p.m.). This obligation shall commence upon the issuance of the certificate of occupancy for the Retail Space and when the Retail Space is open for business and continue until such time as the Retail Space is vacant because a tenant cannot be found despite commercially reasonable efforts to market the space at a commercially reasonable rent for three years.

4.4. Public Plaza. Developer agrees to provide an approximately 6,000 square feet of landscaped plaza “Front Porch” located at the corner of 3rd Street and Lindaro Street (the actual layout of such plaza to be determined by Developer) that will be open to the public from dawn to dusk. This obligation shall commence upon the issuance of the certificate of occupancy for such plaza.

4.5. Striping for Bike Lane. Developer shall add striping for Class II Bike lane on Lindaro Street from 3rd Street to Anderson Drive or up to one mile of an equivalent section of roadway in San Rafael that is determined by the City to meet the City’s Bicycle & Pedestrian Plan. This obligation shall be required at the time of the issuance of the first certificate of occupancy for either Building A or B, unless otherwise required by Section 4.11.1.

4.6. Restriping for Pedestrian Safety. Developer shall improve pedestrian safety with restriping at the intersection of Lindaro Street and 3rd Street. This obligation shall be required at the time of the issuance of the first certificate of occupancy for either Building A or B, unless otherwise required by Section 4.11.1.

4.7. Contribution for Traffic Light Synchronization. Developer shall contribute \$500,000 to the City towards the synchronization of traffic lights along the 2nd and 3rd Street corridors to improve traffic flow or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation may be payable in full at the first anniversary of the Effective Date, or \$125,000 each year for four (4) years (commencing on the first anniversary of the Effective Date and continuing for the next three (3) anniversaries of the Effective Date), at the option of Developer, in Developer’s sole discretion. In exchange for this \$500,000 contribution and in light of significant concerns about pedestrian safety and the fact that a parallel public path already exists, the City is eliminating a prior requirement that the Lindaro and Parking Expansion Project develop and maintain a trail along the backside of the Lincoln Avenue garage which is along southern edge of the campus abutting Mahon Creek.

4.8. Contribution for Shuttle Service. Developer shall contribute \$400,000 to the City for purposes of implementing a first mile/last mile shuttle service or for other traffic/circulation/parking improvement measures as reasonably determined by the City. This obligation shall be payable in increments of \$100,000 each year for four (4) years (commencing on the first anniversary of the Effective Date and continuing for the next three (3) anniversaries of the Effective Date).

4.9. City’s Use for Public Parking and Ancillary Uses. As of the Effective Date of this Agreement and until Developer submits any construction related permit (grading, building, etc.) for either Building A or B, the Developer shall allow the City to utilize up to 70% of the surface area of the R&D Development Property (the exact layout to be reasonably negotiated and agreed to by the parties so as to maximize the utility of the portion to be used by the City and the remaining portion) for public parking and ancillary uses (such as food truck market, etc.) (the “Temporary Public Parking Parcel”) until such time as commencement of construction activities for either building on the R&D Development Property. City shall be financially and legally responsible for (i) any improvements or modifications to the R&D Development Property that

the City deems necessary to implement the public parking and ancillary uses reasonably approved by Developer, and restoration of the R&D Development Property to its condition before such use when City's use expires in accordance with the terms of this paragraph, (ii) all liability related to the public's use of the R&D Development Property pursuant to this paragraph, (iii) all security, sanitation, janitorial service relating to the City's use; and (iv) any other operational cost associated with the City's use of the R&D Development Property pursuant to this paragraph. The City may sublicense its rights to the Temporary Public Parking Parcel to the Business Improvement District ("BID") solely for the purpose of developing and managing the Temporary Public Parking Parcel. Except to BID as set forth above, the City may not sublicense or otherwise transfer or share its rights to the Temporary Public Parking Parcel to or with any person or entity without the prior written approval of Developer, which approval may be withheld or given in Developer's sole discretion. Developer acknowledges that the City is entitled to keep any fees it collects for the public's use of the Temporary Public Parking Parcel.

4.10. Donation of Lease to Whistlestop. Upon Developer's acquisition of the real property at 648 Lindaro Avenue currently owned by Whistlestop, Developer shall donate to Whistlestop a leaseback of 930 Tamalpais Avenue for three (3) years, valued at approximately \$256,000 as of May 2019.

4.11. Additional Obligations. Developer agrees that the following additional obligations shall be imposed on Developer if certain timing milestones, as specified below, are not met:

4.11.1. If Developer has not commenced construction on the first building on the R&D Development Property by the sixth (6th) anniversary of the Effective Date of this Agreement, then Developer shall construct the Class II Bike lane along Lindaro from 3rd to Anderson as described in Section 4.5 above and the improvements to the 3rd and Lindaro intersection as described in Section 4.6 above; and

4.11.2. If Developer has not commenced construction of the second building at the R&D Development Property by the eighth (8th) anniversary of the Effective Date of this Agreement, then the vesting of the entitlements for the Lindaro Development will expire.

Article 5. Continuing Developer Obligations Relating to the Original SRC Property.

The Parties agree that the following Developer obligations, which were originally imposed by the Vested Approvals of the Existing Development, shall continue to apply to the Existing Development solely on terms and conditions set forth in this Article 5.

5.1. Public Parking on Nights and Weekends. The Existing Development shall continue to make available to the public parking on the western surface parking lot west of Lindaro Street during evening and weekend hours.

5.2. Park Area. The Existing Development shall continue to provide the publicly-accessible park located south of the office campus (south of and between Building A at 750 Lindaro Street and Building B at 781 Lincoln Avenue, and described on Exhibit G attached hereto and made a part hereof (the "Park Area") open to the public from dawn to dusk. The public's use of the Park Area shall be subject to the Reservation Rules and Policies on file with the City.

5.3. Conference Facility. The Existing Development will continue to offer an after business hours publicly accessible, interior conference facility consisting of 2,500 square feet (the "Conference Facility"), provided that, at the sole option of Developer, such facility may be relocated from the current location at the Original SRC Property to a location within the R&D Development Property that provides substantially equivalent amenities and space, as determined by Developer upon completion of the retail and plaza portions of the R&D Development Property. The public's use of the Conference Facility shall be subject to the scheduling, fee, priority use and rules, regulations and guidelines provisions set forth in the Reservation Rules and Policies on file with the City.

Article 6. Future Processing.

6.1. Timely Review of all Submittals Required by Vested Approvals. City shall act in good faith to cooperate with Developer as may be necessary to provide timely review of submittals from Developer which may be required by the Vested Approvals, including those submittals requiring additional review and approval by the City's Design Review Board. The scope of City's review of submittals shall be conducted in accordance with Vested Approvals and this Agreement.

Article 7. Default.

7.1. Events of Default and Notice. Subject to extensions of time as provided herein, material failure or delay by any party to perform any term or provision of this Agreement constitutes a default hereunder. Upon a default under this Agreement, the party claiming such default or breach shall give the breaching party not less than thirty (30) days' notice, by method described in Section 15.2 of this Agreement, specifying in detail the nature of the alleged default and, when appropriate, the manner in which said default can satisfactorily be cured. During any such thirty (30) day cure period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. After proper notice and either: (i) expiration of said thirty (30) day cure period without cure, or (ii) if such cure cannot possibly be completed in a thirty (30) day period but the party charged has not commenced cure or pursued cure with diligent effort during such thirty (30) day period, the party to this Agreement that has given notice of default may, at its option, institute legal proceedings to enforce this Agreement or give notice of intent to terminate this Agreement, pursuant to Development Agreement Legislation. Any determination of default (or any determination of failure to demonstrate good faith compliance as a part of annual review) made by City against any other party hereto, shall be based upon written findings supported by substantial evidence in the record. In no event shall a party be entitled to damages for another party's breach or default under this Agreement.

7.2. No Waiver. Any failure or delay by a party to assert any of its rights or remedies as to any default for a period of not to exceed one (1) year shall not operate as a waiver of any default or of any such right or remedies; nor shall such failure or delay deprive any such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

7.3. Judicial Review. Any purported termination of this Agreement for alleged default shall be subject to review in the Superior Court of the County of Marin pursuant to Code of Civil Procedure § 1094.5 (c).

7.4. Default Remedies Limited to Effect. Notwithstanding anything to the contrary herein contained, no default hereunder in performance of a covenant or obligation with respect to any portion of the Property shall constitute a default applicable to any other portion of the Property, and any remedy arising by reason of such default shall apply solely to the Property - Lot or Parcel where the default has occurred. Any liability arising by reason of such default shall be the liability and obligation solely of the owner or owners of the Property - Lot or Parcel where or with respect to which the default has occurred.

7.5. Copies of Default Notices. The owner of any Property- Lot or Parcel shall have the right to request copies of a notice of default given to the owner of any other Property - Lot or Parcel. City, and any owners of other portions of the Property to whom such request has been made, shall honor the same and provide such notice in the manner and to the address specified in the request.

Article 8. Annual Report and Review.

8.1. Annual Review. Good faith compliance by Developer with the provisions hereof, including any payment obligation of Developer, shall be subject to annual review as provided in pertinent Government Code provision relating thereto and in the Development Agreement Ordinance and Resolution, specifically as set forth in section 601 through 606 of Resolution No. 6089. All references therein to the "Planning Director" shall be interpreted to mean the "Community Development Director".

8.2. Failure to Conduct Review. If City fails by January 1 of any year, either to: (i) commence to conduct the annual review for any calendar year, or (ii) notify Developer in writing of City's determination as to compliance or noncompliance with the terms of this Agreement, then such failure shall constitute an approval of Developer's compliance with the terms hereof for purposes of the annual review to be conducted within said year.

8.3. Annual Report. Commencing with respect to the first anniversary of the Effective Date, and for each anniversary thereafter, upon the City's request, Developer will deliver to the City a written annual report regarding the then-current status of the New Projects and its compliance with the terms and obligations of this Agreement. Each annual report shall be delivered to the City Council within the calendar quarter in which the anniversary of the Effective Date occurs.

8.4. Notice of Compliance. Upon Developer's request, City shall provide a written "Notice of Compliance" in recordable form, duly executed and acknowledged by City, whether City's annual review has resulted in a determination of compliance or compliance is deemed found pursuant to the preceding paragraph. Any person owning a portion of the subject Property shall have the right to record such Notice of Compliance.

Article 9. Permitted Delays.

9.1. Permitted Delays. Performance by any party of its obligations hereunder (other than for payment of money) shall be excused during any period of "Excusable Delay" as hereinafter defined. For purposes hereof Excusable Delay shall include delay beyond the reasonable control of the party claiming the delay (and despite the good faith efforts of such party) including (i) act of God, (ii) civil commotion, (iii) riots, (iv) strikes, picketing or other labor disputes, (v) shortages of materials or supplies, (vi) damage to work in progress by reason of fire, floods, earthquake or other casualties, (vii) failure, delay or inability of the other party to act, (viii) inability of City, after requests by Developer, to hold hearings necessary to take the actions contemplated in Section 6.1 (timely processing) hereof, (ix) delay caused by governmental restrictions imposed or mandated by other governmental entities, (x) enactment of conflicting state or federal laws or regulations, (xi) judicial decisions or similar basis for excused performance; (xii) litigation brought by a third party attacking the validity of this Agreement, any of the approvals, or any permit, ordinance, entitlement or other action necessary for development of the Property or any portion thereof, shall constitute an excusable delay as to the Property or the owner affected; provided, however, that any party claiming delay shall promptly notify the other party (or parties) of any delay hereunder as soon as possible after the same has been ascertained.

Article 10. Cooperation of City.

10.1. Other Governmental Permits.

10.1.1. City Action. City shall cooperate with Developer in its endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, for example, but not by way of limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues) and shall, at the request of Developer, join with Developer in the execution of such permit applications and agreements as may be required to be entered into with any such other agency, so long as the action of that nature will not require City to incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor.

10.1.2. Modification of Development Agreement to Obtain Permits, etc. If permits and approvals required from other agencies necessitate amendments to this Agreement and/or to one or more of the approvals or other approvals granted by City, provided that appropriate findings, supported by substantial evidence, are made in connection

with any such modifications, City shall not unreasonably withhold approval of any amendment mandated by conditions of approval imposed by any other governmental agency.

10.2. Estoppel Certificate. Any party may, at any time, and from time to time, (but no more frequently than two (2) times in any calendar year) deliver written notice to any other party hereto requesting such party to deliver to the requesting party an estoppel certificate, substantially in the form of Exhibit H attached hereto and incorporated herein by reference, certifying the matters set forth in such Exhibit and any other information reasonably requested by the requesting party. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. Each party acknowledges that such a certificate may be relied upon by third parties, including, without limitation any prospective purchasers or Mortgagee (as defined below) acting in good faith. A certificate provided by City establishing the status of this Agreement with respect to any Property - Lot or Parcel shall be in recordable form and may be recorded with respect to the affected Property - Lot or Parcel at the expense of the recording party. Failure to deliver such a certificate within the time specified above shall constitute a conclusive presumption against the party failing to provide the certificate that this Agreement is in full force and effect, without modification, except as may be represented by the requesting party, that there are no uncured defaults in the performance of either party except as may be so represented, and such other matters as may have been requested by the requesting party.

Article 11. Mortgagee Protection, Certain Rights of Cure.

11.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien encumbering the Property, or any portion thereof, after the date of recording this Agreement (other than liens to secure taxes and assessments levied to raise funds for construction of improvements or for other public purposes), including the lien of any deed of trust or mortgage ("Mortgage"), or any lease of all or any portion of the Property. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage or any such lease made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary, mortgagee, or landlord under any such lease ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. The terms hereof shall be binding upon and effective against any person or entity that acquires title to the Property, or any portion thereof, by foreclosure of or sale under any assessment lien levied by City to raise funds for construction of improvements or for other public purposes.

11.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 11.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by

this Agreement; and provided further, however, that the purchaser or successor to any such Mortgagee shall not be relieved of any such construction obligations, all of which shall immediately reattach upon conveyance by such Mortgagee.

11.3. Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default that may be given to any party hereunder and specifying the address for service thereof, the City shall deliver to such Mortgagee, concurrently with service thereon to such other party, any notice given to such other party. Each Mortgagee shall have the right during the same period available to such other party to cure or remedy, or to commence to cure or remedy, any event of default claimed or any areas of noncompliance set forth in City's notice; however if a Mortgagee has commenced foreclosure the time to cure or remedy shall be extended by sixty (60) days.

Article 12. Transfers; Successors.

12.1. Transfer.

12.1.1. Prior to issuance of a certificate of completion of construction as provided in Article 13 of this Agreement, for the three (3) buildings contemplated for the New Projects, any Transfer by Developer of any of the parcels that make up the New Projects to any Person shall be subject to the following conditions:

- (i) a Transfer to an Affiliate shall be at the sole discretion of Developer. Developer shall submit to City for City's information and verification, reasonably satisfactory evidence that any such transferee satisfies the definition of Affiliate; and
- (ii) a Transfer to any other Person shall be subject to the reasonable approval by City; provided, that, the City shall grant approval to all of the proposed Persons that satisfy the definition of Substitute Developer set forth in Section 1.18 of this Agreement.

12.1.2. Following issuance of a certificate of completion of construction, as provided in Article 13 of this Agreement for the three (3) buildings contemplated for the New Projects, any Transfer from Developer of any of the parcels that make up the New Projects shall be at Developer's sole discretion.

12.2. Release upon Transfer. Upon Transfer, in whole or in part, of Developer's rights and interests under this Agreement under Section 12.1 above, Developer shall be released from all obligations with respect to the Property - Lot or Parcel so Transferred, so long as said Transfer was in compliance with Section 12.1 above and the Transferee assumes all of Developer's then-remaining obligations.

12.3. Amendment Request by Owner of Property- Lot or Parcel. No owner of less than all of the Property shall have the right to seek or consent to amendment of the terms hereof, to terminate this Agreement or enter into an agreement to rescind any provisions hereof in a manner

that is binding upon or affects any of the Property other than that Property - Lot or Parcel which is owned in fee simple by said owner. Any owner of less than all of the Property may, however, seek and consent to an amendment to this Agreement if and to the extent that such amendment would affect only the Property - Lot or Parcel owned by such owner. City's review of such an amendment to this Agreement shall be limited to consideration of the proposed modification solely as it relates to the Property - Lot or Parcel directly impacted by the modification or as it relates to the specific obligations of the person, firm or entity that owns the land affected by such modification. No unrelated amendments shall be entertained, or conditions imposed by City as a condition to approving such a proposed amendment.

12.4. Successors. The burdens and benefits of this Agreement shall bind and inure to the benefit of all the successors-in-interest of the parties. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entity acquiring the Property, or any Property - Lot or Parcel or any portion thereof, or any interest therein, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to Section 1468 of the Civil Code of the State of California. Each covenant to do or refrain from doing some act on the Property hereunder, or with respect to any City owned property or property interest, (i) is for the benefit of such properties and is a burden upon such property (ii) runs with such properties, and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and each person or entity having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each party and its property hereunder, and each other person or entity succeeding to an interest in such properties.

12.5. No Third Parties Benefited. No third party that is not a party hereto or a successor or assign of a party hereto, may claim the benefits of any provision hereof; and any third party so benefited in fact shall have no rights greater than those that would be held by any member of the public affected by such actions or enactments without regard to this Agreement.

Article 13. Release of Development Agreement Obligations As to Developed Portions of Subject Property.

13.1. Statement of Purpose. The parties desire to provide for the certification and discharge of the obligations of this Agreement upon the development of any Property - Lot or Parcel in accordance with this Agreement, so that City and any purchaser or encumbrancer or both of any such portion of the Property need not be concerned with any of the obligations herein contained other than those made pertinent to such Property - Lot or Parcel as a condition of a final subdivision map or parcel map creating the same.

13.2. Certification. Following the completion of the development of any Property - Lot or Parcel in accordance with this Agreement, any party hereto may request in writing that the other certify that such development is complete in accordance with the provisions of this Agreement and that no further obligations of requesting party or City remain to be performed under this Agreement with respect to such Property - Lot or Parcel. Such certificate shall be in a form reasonably acceptable to requesting party and City and shall be promptly executed and acknowledged to permit recordation.

Article 14. Project is Private Undertaking, Not Joint Venture or Partnership.

14.1. Project is a Private Project. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as creating a joint venture or partnership between City and Developer. The New Projects proposed to be undertaken by Developer on the Property is a private development. Except for that portion thereof to be devoted to public improvement to be constructed by Developer in accordance with the Vested Approvals, City has no interest in, responsibility for or duty to third persons concerning any of said improvements; and Developer shall exercise full dominion and control over the Property, subject only to the limitations and obligations of Developer contained in this Agreement.

14.2. Indemnifications.

14.2.1. Developer shall hold and save City harmless and indemnify it for and from any and all loss, cost, damage, injury or expense, arising out of or in any way related to injury to, or death of, persons or damage to property that may arise by reason of the physical development of the Property pursuant to this Agreement; provided, however, that the foregoing indemnity shall not include indemnification against (i) suits and actions brought by Developer by reason of City's default or alleged default hereunder, or (ii) suits and actions caused solely by or resulting solely from City's acts or omissions, or (iii) suits and actions arising from the sole negligence or willful misconduct of City; provided further, however, that the foregoing indemnity shall not apply to claims pertaining to ownership and operation of those portions of the Property dedicated to City arising from and after the dedication thereof.

14.2.2. Developer agrees to defend, indemnify, release and hold harmless City, its agents, officers, attorneys, employees, boards, and commissions from any claim, action, or proceeding brought against any of the foregoing individuals or entities ("indemnities"), the purpose of which is to attack, set aside, void or annul the approval of this Agreement, any development applications granted to Developer and listed in Section 1.20 hereinabove.

Article 15. General Provisions.

15.1. Amendment Procedures. This Agreement may be amended in the manner provided by pertinent provisions of the Government Code and in the Development Agreement Legislation and the Development Agreement Ordinance and Resolution.

15.2. Notices, Demands and Communications. Formal written notices, demands, correspondence and communications regarding the content of this Agreement shall be sufficiently given if personally served or mailed, postage prepaid, by overnight, registered or certified mail, with return receipt requested, to the following:

To City: City of San Rafael
1400 Fifth Avenue
San Rafael, California 94901
Attn: City Manager
Phone: (415) 485-3070
Fax: (415) 459-2242

With copy to: City Attorney's Office

To Developer: California Corporate Center Acquisition LLC
105 Digital Drive
Novato, CA 94949
Attn.: G. Eric Davis, Manager
Phone: (415) 506 6307
Fax: (415) 506-6425

With a copy to:

Monchamp Meldrum LLP
50 Francisco Street, Suite 450
San Francisco, CA 94133
Attn.: Amanda Monchamp
Phone: (415) 704-8810
Fax: (415) 800-1621

Notice may also be given by telephone facsimile to the telephone numbers given above, with a confirming copy of the facsimile communication mailed on the same day as above provided. Notices and demands shall be effective upon receipt. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by notice as provided in this section and the foregoing addresses may be changed by notice given as herein provided.

15.3. Recordation. Pursuant to the Development Agreement Legislation, within ten (10) days following the date that Ordinance 1982 becomes effective, the parties shall record this Agreement. For purposes of recording, a legal description of the Property subject to this Agreement is attached hereto as Exhibits A-1 and C-1. The cost of recording shall be borne by Developer.

15.4. Severability. If any provision of this Agreement is held invalid, void or unenforceable but the remainder of this Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified. If any material provision of this Agreement is held invalid, void or unenforceable, however, the owner of any Property - Lot or Parcel affected by such holding shall have the right in its sole and absolute discretion to terminate this Agreement as it applies to the Property - Lot or Parcel so affected, upon providing written notice of such termination to City.

15.5. Interpretation. To the maximum extent possible, this Agreement shall be construed to provide binding effect to the Vested Approvals, to facilitate use of the Property as therein contemplated and to allow development to proceed upon all of the terms and conditions applicable thereto, including, but without limitation, public improvements to be constructed and public areas to be dedicated.

15.6. Incorporation of Exhibits. The Exhibits referred to in this Agreement are incorporated herein by reference, as though set forth in full.

15.7. Construction. All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity be construed against a drafting party shall apply to interpretation or enforcement hereof.

15.8. Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by any party claiming a breach of this Agreement or to enforce any provision of this Agreement, or to obtain a declaration of rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees (including reasonable in-house counsel fees of City at private rates prevailing in Marin County for outside litigation counsel to City), court costs and such other costs as may be fixed by the Court.

15.9. Compliance with the Second Amended 1998 DA. The City and Developer each hereby acknowledge, represent and warrant to the other that, as of the date of this Agreement, neither the City nor Developer is in default under the Second Amended 1998 DA. The City hereby acknowledges, agrees and confirms that as of the date of this Agreement, Developer has completed the development permitted by the Second Amended 1998 DA and satisfied all conditions and complied with all obligations, including, without limitation, payment obligations or public improvement obligations, required to be satisfied, fulfilled, complied with, or paid by Developer under the Second Amended 1998 DA, except for those obligations that will continue under Article 5 of this Agreement. Without limiting the foregoing, the City confirms that all of the obligations of Developer (or any predecessor of Developer) under Article 5 of the Second Amended 1998 DA, including, without limitation, any payment obligations, have been satisfied and completed in full.

15.10. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

APPROVED AS TO FORM:

By: Lisa A. Goldstein
Name: Lisa A. Goldstein
Asst. City Attorney

CITY OF SAN RAFAEL

By: [Signature]
Gary Phillips, Mayor

ATTEST

By: B. Nuyemi for L.L.
Name: Lindsay Lara
City Clerk

CALIFORNIA CORPORATE CENTER
ACQUISITION, LLC, a Delaware limited
liability company

By: [Signature]
Name: G. Eric Davis
Manager

ACKNOWLEDGMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

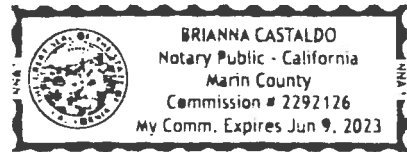
STATE OF California)
) ss.:
COUNTY OF Marin)

On April 13, 2020, before me, Brianna Castaldo, NOTARY PUBLIC, personally appeared George Eric Davis, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brianna Castaldo (Seal)
My Commission Expires June 9, 2023



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin)

On 04/27/2020 before me, Brenna Kathleen Nurmi, Notary Public
(insert name and title of the officer)

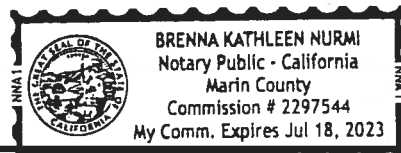
personally appeared Gary Phillips
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Nurmi

(Seal)



ACKNOWLEDGMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.:
COUNTY OF _____)

On _____, before me, _____, NOTARY PUBLIC, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)
My Commission Expires _____

ACKNOWLEDGMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.:
COUNTY OF _____)

On _____, before me, _____, NOTARY PUBLIC, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
My Commission Expires _____

ACKNOWLEDGMENT BY NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss.:
COUNTY OF _____)

On _____, before me, _____, NOTARY PUBLIC, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
My Commission Expires _____

EXHIBIT A-1

Legal Description of Original SRC Property

“Western Parcel”
(APN 13-012-12)
Reference: PARCEL TWO

A portion of that certain parcel of land described in the deed from F. M. Neely and Sara Neely, his wife, to PG&E recorded December 12, 1922 in Volume 11 of Official Records at page 209, Marin County Records and being more particularly described as follows:

Beginning at the intersection of the southerly boundary line of the city street known as Second Street, with the westerly boundary line of the city street known as Lindaro Street and running thence along said westerly boundary:

(1) south 06°45'00" west 299.22 feet; thence
(2) south 08°53'00" west 405.54 feet
to a point in the northerly boundary line of the Northwestern Pacific Railroad Right of Way;
thence along said northerly boundary line
(3) north 54°38'00" west 396.88 feet;
thence leaving said northerly boundary line
(4) north 06°38'05" east 238.95 feet; thence
(5) south 83°33'00" east 241.53 feet
to a point herein for convenience called Point "A"; thence
(6) north 06°38'05" east 273.54 feet
to a point in the southerly boundary line of said Second Street, thence running along said
southerly boundary line
(7) south 83°33'00" east 123.00 feet, more or less,
to the point of beginning.

The bearings used are based on the Record of Survey filed for record May 10, 1985 in Book 20 of Surveys at page 47, Marin County Records.

Reserving therefrom the following easements over and across those certain portions of the Parcel Two:

1. The "Exclusive Gas Meter Easement";
2. The "Nonexclusive Gas Meter Easement";

3. The "West Parcel Slurry Wall Easement";
4. The "Area 5A Extraction Trench Easement";
5. The "Area 5B Extraction Trench Easement"; and
6. The "West Parcel Electric Facilities Easement";

which are more particularly described as follows:

Exclusive Gas Meter Easement

Beginning at a point in the easterly boundary line of the parcel of land hereinbefore described and designated PARCEL TWO, being also the westerly boundary line of said Lindaro Street, from which the southeast corner of said PARCEL TWO bears south 08°53'00" west 329.67 feet; thence leaving said easterly boundary line:

- (1) north 81°07'00" west 30.00 feet; thence
- (2) north 08°53'00" east 30.00 feet; thence
- (3) south 81°07'00" east 30.00 feet

to a point in said easterly boundary; thence along said easterly boundary line

- (4) south 08°53'00" west 30.00 feet

to the point of beginning.

Nonexclusive Gas Meter Easement

Beginning at the southwest corner of the parcel of land hereinbefore described and designated Exclusive Gas Meter Easement and running thence

- (1) north 81°07'00" west 20.00 feet; thence
- (2) north 08°53'00" east 50.00 feet; thence
- (3) south 81°07'00" east 50.00 feet; more or less,

to a point in the easterly boundary line of said PARCEL TWO, being also the westerly boundary line of said Lindaro Street; thence along said easterly boundary line

- (4) south 08°53'00" west 20.00 feet

to the northeast corner of said Exclusive Gas Meter Easement; thence along the northerly boundary line of said Exclusive Gas Meter Easement

- (5) north 81°07'00" west 30.00 feet

to the northwest corner of said Exclusive Gas Meter Easement; thence along the westerly boundary line of said Exclusive Gas Meter Easement

- (6) south 08°53'00" west 30.00 feet

to the point of beginning.

West Parcel Slurry Wall Easement

A strip of land of the uniform width of 20 feet extending from the general northerly boundary line of said PARCEL TWO, southerly to the southwesterly boundary line of said PARCEL TWO and lying 10 feet on each side of the line described as follows:

Beginning at a point in the general northerly boundary line of said PARCEL TWO, from which said Point "A" bears south 83°33'00" east 216.93 feet; thence leaving said general northerly boundary line

(1) south 06°29'15" west 206.97 feet; thence

(2) on a tangent curve to the left with a radius of 100.00 feet and tangent at the northerly terminus thereof to the preceding course, an arc distance of 58.23 feet, more or less, to a point in the southwesterly boundary line of said PARCEL TWO.

Area 5A Extraction Trench Easement

Beginning at said Point "A" and running thence along the general westerly boundary line of said PARCEL TWO

(1) north 06°38'05" east 273.54 feet

to a point in the northerly boundary line of said PARCEL TWO, being also the southerly boundary line of said Second Street, thence along said northerly boundary line

(2) south 83°33'00" east 19.63 feet; thence

leaving said northerly boundary line

(3) south 05°41'35" west 457.82 feet; thence

(4) north 84°18'25" west 27.16 feet; more or less,

to a point in the southerly prolongation of the general westerly boundary line of said PARCEL TWO; thence

(7) north 06°38'05" east 184.60 feet, more or less, to the point of beginning.

Area 5B Extraction Trench Easement

A strip of land of the uniform width of 16 feet extending westerly from the easterly boundary of said PARCEL TWO, and lying 8 feet on each side of the line described as follows:

Beginning at a point in the easterly boundary line of said PARCEL TWO, being also the westerly boundary line of said Lindaro Street, from which the southeast corner of PARCEL TWO bears south 08°53'00" west 157.56 feet; thence leaving said easterly boundary line

(1) north 80°40'14" west 135.97 feet

to a point within the boundary lines of PARCEL TWO.

West Parcel Electric Facilities Easement and the Substation Access Easement

That portion of said PARCEL TWO lying westerly and southwesterly of a line described as follows:

Beginning at said Point "A" and running thence along the southerly prolongation of the general westerly boundary line of said PARCEL TWO

(1) south 06°38'05" west 269.32 feet; thence

(2) south 54°38'00" east 125.95 feet, more or less,

to a point in the easterly boundary line of said PARCEL TWO.

"CENTRAL PARCEL"
(APN 13-021-10)

Reference: PARCEL ONE

The 8.280 acre parcel of land as shown upon the Record of Survey filed for record May 10, 1985 in Book 20 of Surveys at page 47, Marin County Records. Reserving therefrom the following easements over and across those certain portions of the Parcel One:

- A. The "Central Parcel Slurry Wall Easement";
- B. The "Central Parcel Extraction Trench Easement"; and
- C. The "Central Parcel Electric Facilities Easement";

which are more particularly described as follows:

Central Parcel Slurry Wall Easement

A strip of land of the uniform width of 20 feet extending from the westerly boundary line of the parcel of land hereinbefore described and designated PARCEL ONE easterly and northerly to the northerly boundary line of said PARCEL ONE and lying 10 feet on each side of the line described as follows:

Beginning at a point in the westerly boundary line of said PARCEL ONE, from which a rebar and cap stamped "LS 4545", herein for convenience called Point "B", accepted as marking the northeasterly terminus of a course in the westerly boundary line of the 8.280 acre parcel of land as shown upon said Record of Survey filed for record May 10, 1985, which course

as shown upon said map has a bearing of S8°53' W and a length of 421.24 feet, bears north 08°53'00" east 364.35 feet; thence leaving said westerly boundary line

- (1) south 76°44'52" east 70.89 feet; thence
- (2) south 84°17'14" east 32.74 feet; thence
- (3) south 79°31'32" east 111.67 feet; thence
- (4) south 76°52'26" east 104.19 feet; thence
- (5) north 87°55'06" east 104.33 feet; thence
- (6) north 62°01'36" east 31.14 feet; thence
- (7) north 46°27'46" east 23.10 feet; thence
- (8) north 33°08'08" east 12.71 feet; thence
- (9) north 19°37'58" east 36.67 feet; thence
- (10) north 00°14'58" east 46.69 feet; thence
- (11) north 10°10'31" west 41.35 feet; thence
- (12) north 06°57'47" west 97.03 feet; thence
- (13) north 04°56'07" west 42.24 feet; thence
- (14) north 03°58'51" east 124.15 feet; thence
- (15) north 09°00'19" east 35.36 feet; thence
- (16) north 08°34'17" east 106.14 feet; thence
- (17) north 07°26'47" east 107.63 feet, more or less,

to a point in the northerly boundary line of said PARCEL ONE.

Central Parcel Extraction Trench Easement

A strip of land of the uniform width of 16 feet extending easterly from the westerly boundary line of said PARCEL ONE, and lying 8 feet on each side of the line described as follows:

Beginning at a point in the westerly boundary line of said PARCEL ONE, from which Point "B" bears north 08°53'00" east 249.70 feet; thence leaving said westerly boundary line

- (1) south 80°42'05" east 14.39 feet; thence
- (2) south 79°43'14" east 64.83 feet

to a point within the boundary lines of PARCEL ONE.

Central Parcel Electric Facilities Easement

That portion of said PARCEL ONE, lying easterly and southerly of the general easterly boundary line of the strip of land hereinbefore described and designated Central Parcel Slurry Wall Easement.

“EASTERN PARCEL”
(APN 13-021-19)

All that certain real property situate in the City of San Rafael, County of Marin, State of California, described as follows:

PARCEL ONE:

BEGINNING at a point in the Southerly line of Second Street distant 496.5 feet Easterly from the point of intersection of the said Southerly line of Second Street with the Easterly line of Lindaro Street; thence running Easterly along said line of Second Street 140.1 feet to the Southerly line of the San Rafael and San Quentin Turnpike or Toll Road, now known as Francisco Boulevard; thence Southerly and Easterly along said line of said Turnpike 90 feet; thence leaving said Turnpike and running South 14°59' West 153.5 feet; thence North 38°4' West 278.3 feet to the point of beginning.

EXCEPTING THEREFROM all that portion thereof lying within the lines of Lincoln Avenue.

AND FURTHER EXCEPTING any portion of the above described property which may have been tidelands in the bed of any tidal slough below the elevation of ordinary high tide.

PARCEL TWO:

BEGINNING at the point of intersection of the Southerly line of Second Street, with the Easterly line of Petaluma Avenue (now known as Lincoln Avenue); thence Easterly along the Southerly line of Second Street 6/10 of a foot to the most Westerly corner of that certain lot or parcel of land which was conveyed by John W. Mackay and James L. Flood to the City of San Rafael, by Deed dated June 5, 1893 and recorded in Book 26 of Deeds at Page 238, Marin County Records; thence along the Southwesterly line of said lot, South 38°04' East 278.3 feet to the most Southerly corner of said lot; thence along the Easterly line of said lot, North 14°59' East 153.6 feet to the Southerly line of the Toll Road; thence Easterly along the Southerly line of the Toll Road 6.6 feet to the Westerly bank of the said tidal canal South 11°43' West 289 feet; thence continuing along said Westerly bank on the arc of a circle having a radius of 441.7 feet, 462.3 feet to the said Easterly line of Petaluma Avenue; thence Northerly along the said Easterly line of Petaluma Avenue 702.8 feet to the point of beginning.

EXCEPTING THEREFROM all that portion thereof as contained in the Deed from the City of San Rafael, a municipal corporation, to Pacific Gas and Electric Company, a California corporation, recorded October 18, 1961 in Book 1507 of Official Records at Page 381, and re-recorded November 29, 1961 in Book 1519 of Official Records at Page 608, Marin County Records.

ALSO EXCEPTING THEREFROM all that portion thereof described as follows:

A STRIP OF LAND, 10 feet in width, lying Southeasterly of and contiguous to the Southeasterly boundary of that certain parcel of land described in the Deed from the City of San Rafael, a municipal corporation, to Pacific Gas and Electric Company, a California corporation, recorded October 18, 1961 in Book 1507 of Official Records at Page 381, and re-recorded November 29, 1961 in Book 1519 of Official Records at Page 508, Marin County Records.

ALSO EXCEPTING THEREFROM all that portion thereof lying within the lines of Lincoln Avenue.

AND FURTHER EXCEPTING any portion of the above described property which may have been tidelands in the bed of any tidal slough below the elevation of ordinary high tide.

PARCEL THREE

AN EASEMENT for sanitary sewer purposes described as follows:

A STRIP of land of the uniform width of 20 feet, the centerline of which is described as follows:

COMMENCEMENT at a point on the Easterly line of Lindaro Street at the Intersection of two courses bearing South 7° 15' West and South 8° 15' West, as said courses are shown upon that map entitled, "Map of a Portion of Lindaro Street, City of San Rafael, Marin County, California", filed for record March 2, 1937 in Volume 2 of Official Surveys, at Page 83, Marin County Records; thence North 8° 53' East 32.92 feet to the true point of beginning; thence Southeasterly perpendicular to the aforementioned Easterly line, 315.00 feet; thence along a tangent curve to the left, through a central angle of 51° 00' 00" having a radius of 215.00 feet, an arc distance of 191.37 feet; thence North 47° 53' East 70 feet, more or less, to the termination of the easement and also the Westerly line of Lincoln Avenue, described as an arc 194.78 feet long in a Deed from the City of San Rafael to the Pacific Gas and Electric Company, recorded October 18, 1961 in Book 1507 of Official Records at Page 381, Marin County Records.

PARCEL FOUR

That certain real property situate in the City of San Rafael, County of Marin, State of California, more particularly described as follows:

COMMENCING at the intersection of the southerly line of Second Street with the easterly line of Lincoln Avenue, said point being located South 50°10'00" East 0.32 feet from a lead plug and tag RE5561 set in a concrete sidewalk, and as shown on the Record of Survey Map filed May 10, 1985 in Book 20 of Surveys at Page 47, Marin County Records;

thence along said southerly line of Second Street South 83°33'00" East 140.70 feet to the southwesterly line of Francisco Boulevard;

thence leaving the southerly line of Second Street and along said southwesterly line of Francisco Boulevard, South 51°37'29" East 98.68 feet to the westerly line of Parcel 4, conveyed to the San Rafael Redevelopment Agency by deed recorded October 30, 1997, in Document No. 97-062019;

thence along said westerly line South 11°32'07" West 95.76 feet to the True Point of Beginning;

thence continuing along said westerly line South 11°32'07" West 189.48 feet;

thence on a curve to the right tangent to the preceding course having a radius of 441.70 feet through a central angle of 36°01'12", an arc length of 277.68 feet to the easterly line of aforementioned Lincoln Avenue;

thence along said easterly line of Lincoln Avenue on a curve to the left whose radius point bears North 60°08'08" East 473 feet, through a central angle of 01°17'20", an arc length of 10.64 feet;

thence leaving said easterly line of Lincoln Avenue on a curve to the left whose radius point bears North 31°36'30" West, a distance of 315.00 feet, through a central angle of 50°24'27", an arc length of 277.13 feet;

thence North 12°06'01" East 102.01 feet;

thence North 06°19'27" East 109.66 feet;

thence leaving the westerly line of said tidal slough North 80°50'15" West 13.96 feet to the Point of Beginning.

Said Parcel contains an area of 0.24 acres, more or less.

EXHIBIT A-2

Depiction of Existing SRC Development

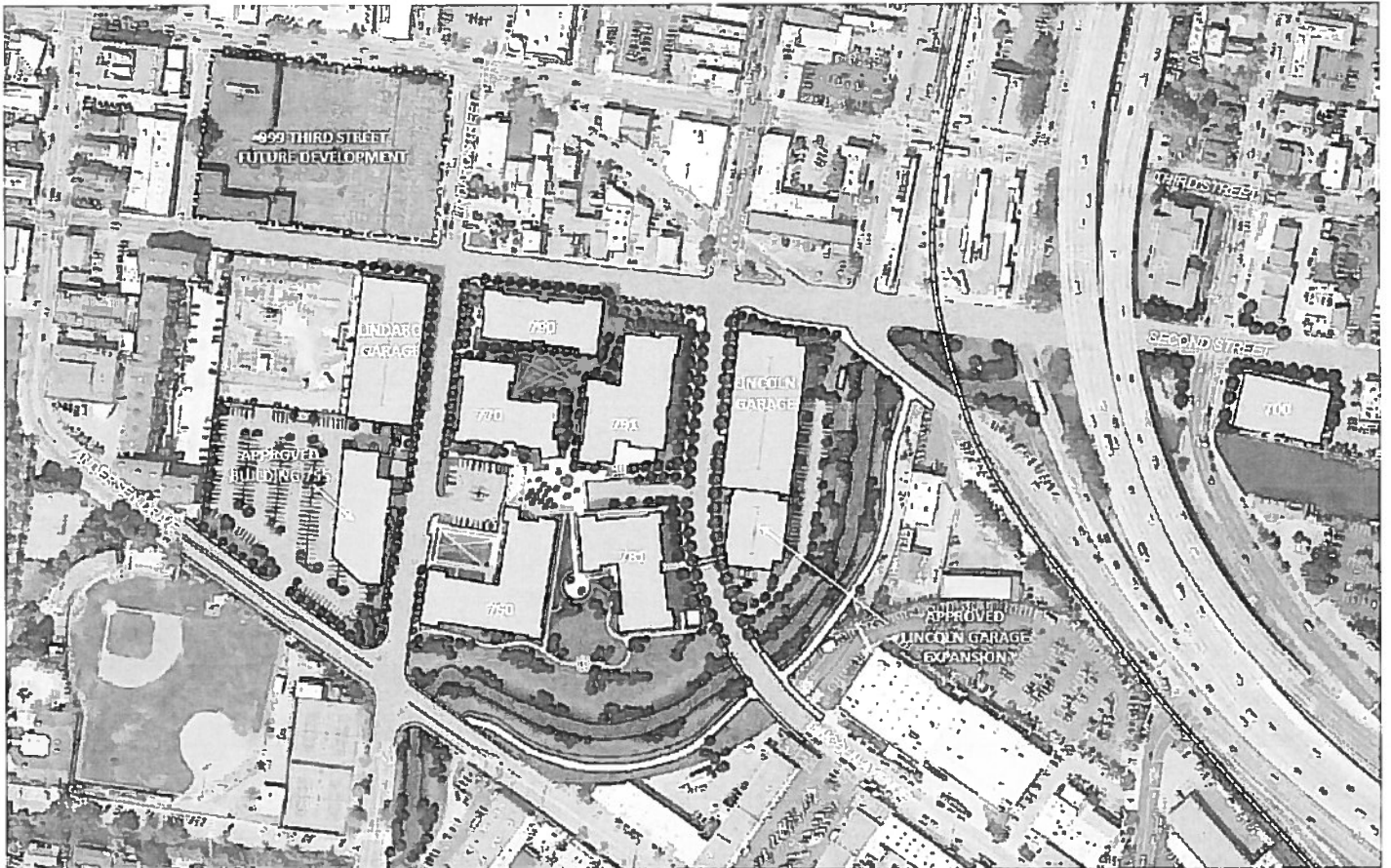


EXHIBIT B

Legal Description of 999 3rd Street Property

PARCEL 1 (2402-06-0520)

The parcel of land conveyed by Allan Lee and others to the San Rafael Gas and Electric Light Company, predecessor in interest of Pacific Gas and Electric Company, by deed dated March 22, 1888 and recorded in Book 7 of Deeds at page 532, Marin County Records, and therein described as follows:

“BEGINNING at the Northwesterly corner of lot number One (1) in block number forty one (41) as the same is marked shown and numbered on the Plat of the Town Site of the Town of San Rafael made by Hiram Austin and filed in the office of the County Recorder of said County of Marin on the 14th day of October 1873 running thence easterly along said southerly line of Third Street as shown on said plat two hundred (200) feet, thence at right angles southerly One hundred and fifty (150) feet, thence at right angles Westerly parallel with the southerly line of Third Street two hundred (200) feet to the easterly line of a Street marked on said plat, thence Northerly along the Easterly line of said last mentioned street one hundred and fifty (150) feet to the point of beginning.”

PARCEL 2 (2402-06-0526)

The parcel of land conveyed by Will Brooks to the San Rafael Gas and Electric Light Company, predecessor in interest of Pacific Gas and Electric Company, by deed dated November 10, 1893 and recorded in Book 28 of Deeds at page 88, Marin County Records, and therein described as follows:

“COMMENCING at a point on the South side of Third Street distant one hundred and ninety five 4/12 feet Easterly from A Street thence running South at right angles to Third Street three hundred and eight feet to Second Street one hundred and ninety five 4/12 feet east from A Street thence running Easterly along Second Street one hundred and Sixty eight feet thence North by West to a point distant three hundred and ten 4/12 feet from A Street Easterly and one hundred and eighty one feet South from Third Street thence North in a line parallel to A Street one hundred and eighty one feet to Third Street thence West along Third Street one hundred and fifteen feet to the place of beginning.”

EXCEPTING THEREFROM that portion thereof described in the deed from Pacific Gas and Electric Company to the City of San Rafael recorded April 10, 1912 in Book 142 of Deeds at page 439, Marin County Records.

PARCEL 3 (2402-06-0525)

The parcel of land conveyed by Edward B. Mahon to the San Rafael Gas and Electric light Company, predecessor in interest of Pacific Gas and Electric Company, by deed dated December 6, 1899 and recorded in Book 58 of Deeds at page 210, Marin County Records, and therein described as follows:

“BEGINNING at the South West corner of the lot occupied by the San Rafael Gas & Electric Light Company’s gas works said point being on the East line of Court Street and distant 150 feet South
Exhibit B

from the South line of Third Street thence from said beginning point, running S. 6 3/4° W. along the East line of Court Street (150) One hundred and fifty feet, thence Easterly, parallel with Third Street (300) Three hundred feet, to the West line of a Street called Lindaro Street, thence North along the West line of Lindaro Street (150) One hundred & fifty feet to the North boundary line of Lot 2 in Block 41, as per Map of Town site of the Town of San Rafael filed Oct. 14th 1873 in the County Recorder's Office of said Marin County, running thence Westerly along said boundary line (300) three hundred feet to the point of beginning."

PARCEL 4 (2402-06-0523)

The parcel of land conveyed by the City of San Rafael to Pacific Gas and Electric Company by deed dated November 22, 1910 and recorded in Book 132 of Deeds at page 279, Marin County Records, and therein described as follows:

"Commencing at a point formed by the intersection of the southerly line of Third Street with the westerly line of Court Street, and running thence easterly and along said line of Third Street sixty-six (66) feet, more or less, to the easterly line of Court Street, thence at a right angle southerly and along said easterly line of Court Street three hundred and ten (310) feet, more or less, to the northerly line of Second Street, thence at a right angle westerly and along said last mentioned line sixty-six (66) feet, more or less, to the westerly line of Court Street, and thence northerly and along said last mentioned line three hundred and ten (310) feet, more or less, to the southerly line of Third Street and the point of commencement."

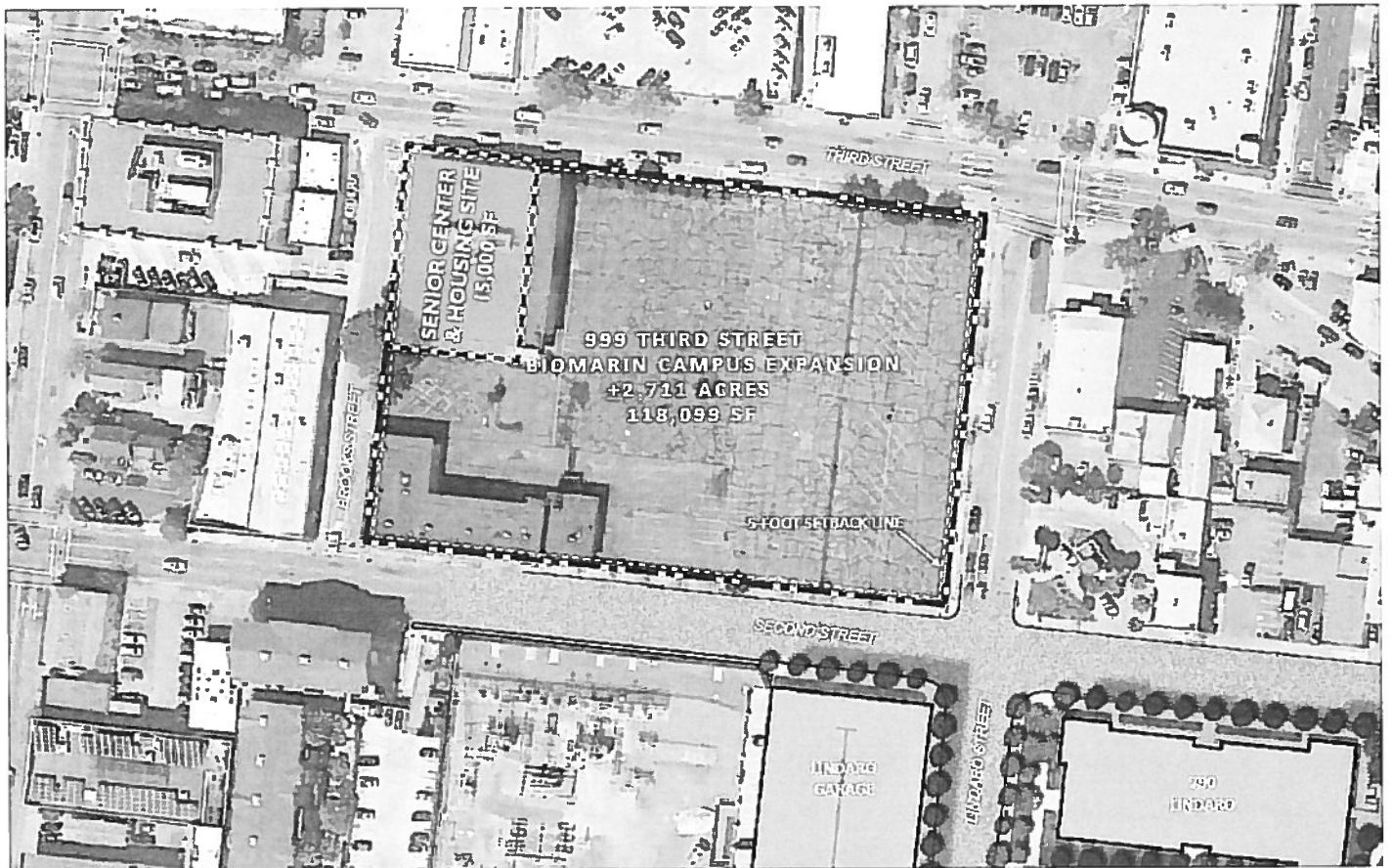
PARCEL 5 (2402-06-0524)

The parcel of land conveyed by Peter Williams and Emma Williams to Pacific Gas and Electric Company by deed dated June 17, 1911 and recorded in Book 136 of Deeds at page 174, Marin County Records, and therein described as follows:

"Commencing at the intersection of the south line of Third Street with the west line of Lindaro Street and running thence westerly along the south line of Third Street one hundred feet, thence southerly parallel with Lindaro Street one hundred and fifty feet; thence at right angles easterly one hundred feet to the west line of Lindaro Street, thence northerly along the said west line of Lindaro Street one hundred and fifty feet to the place of commencement."

EXHIBIT C

Depiction of R&D Development Property



Building Permit Fees

Valuation	Current Fee Schedule
Up to \$2,000	\$104
\$2,001 to \$25,000	\$104.00 for the first \$2,000 plus \$21.00 for each additional \$1,000 or fraction thereof, up to and including \$25,000.00
\$25,001 to \$50,000	\$580.00 for the first \$2,000 plus \$14.70 for each additional \$1,000 or fraction thereof, up to and including \$25,000.00
\$50,001 to \$100,000	\$958.00 for the first \$2,000 plus \$10.50 for each additional \$1,000 or fraction thereof, up to and including \$25,000.00
\$100,001 to \$500,000	\$1477.00 for the first \$2,000 plus \$8.40 for each additional \$1,000 or fraction thereof, up to and including \$25,000.00
\$500,001 to \$1,000,000	\$4711.00 for the first \$2,000 plus \$7.35 for each additional \$1,000 or fraction thereof, up to and including \$25,000.00
Greater than \$1,000,000	\$8176.00 for the first \$2,000 plus \$4.20 for each additional \$1,000 or fraction thereof, up to and including \$25,000.00
Plan Checking Fees	65% of permit fee
Energy Plan Review	10% surcharge for State mandated energy check
Additional plan review required by changes, additions, or revisions to approved plans	Staff time at FBHR; 1 hour minimum
Inspections outside normal business hours	Staff time at FBHR; 2 hour minimum
Re-inspection fee per CBC Section 108.8	Staff time at FBHR; 1 hour minimum

*State mandated surcharges will be added to the building permit fees pursuant to state law as follows, or as state law may hereafter be amended:

\$4 for every \$100,000 valuation (minimum of \$1 regardless of valuation).

10% of surcharge retained by City for administrative costs, code enforcement education, etc., per statute. (Health & Safety Code Section 18931.6)

0.013% (\$13 per \$100,000) of valuation for residential occupancies of no more than 3 stories

0.028% (\$28 per \$100,000) of valuation for all other occupancies

5% of surcharge retained by the City for data utilization, seismic mapping, etc.; per statute.

(Public Resources Code Section 2705)

Grading Permit Related Fees

	<u>Current Fee</u>
Grading Plan review (based on cubic yards of earth moved)	
less than 1,000 cu. yds	\$63
1,000 to 10,000 cu. yds.	\$240
10,000 to 100,000 cu yds.	\$240, plus \$25.00 ea addn'l 10,000 cu yds
100,000 to 200,000 cu yds	\$465, plus \$15.00 ea addn'l 10,000 cu yds
Grading Inspections (based on cubic yards of earth moved)	No Change

Miscellaneous Building Plan Review/Inspection Fees

Fee for making Xerox copies for the public:

\$0.50 per sheet

Plan Retention Fee (formerly Microfilm fee)

Large format drawings (plans):
 \$4.50 first sheet plus
 \$1.50 each addnl. sheet

Small sheets (8 1/2 x 11):

\$3.00 first sheet plus
 \$.15 each addnl. sheet

Current Fee

SFRs: \$290.00

Condos: \$255.00

Apartments: \$270.00 for first unit
 plus \$30 ea. addnl.

Residential Building Reports

Electrical Permit Fees

	Current	Proposed
New Residential Construction/Addition		
Multi Family	.065/sqft.	.068/sqft.
Single Family	.073/sqft.	.077/sqft.
Swimming Pools	\$64.50	\$67.70
Photovoltaic Systems-Residential	\$161.50	\$169.50
Photovoltaic Systems-Commercial	\$922.50	\$968.60
Carnivals & Circuses		
Generators, electric rides	\$30.50	\$32.00
Booths each	\$9.50	\$10.00
Temporary Power pole	\$30.50	\$32.00
Temp. lighting, Christmas tree lots	\$16.00	\$16.80
Unit fee schedule		
Outlets: Plugs, switches		
first 20	\$1.50	\$1.60
each additional	\$1.00	\$1.05
Fixtures:		
first 20	\$1.50	\$1.60
each additional	\$1.00	\$1.05
Pole lights	\$1.50	\$1.60
Appliances < 1 (hp) (kw) (kva)		
Residential	\$6.00	\$6.30
Non-residential	\$6.00	\$6.30
Power Apparatus (HP or KW)		
Up to 1	\$6.00	\$6.30
Over 1 and not over 10	\$16.00	\$16.80
Over 10 and not over 50	\$32.00	\$33.60
Over 50 not over 100	\$64.50	\$67.70
Over 100	\$97.00	\$102.00
Busways 100 ft or fraction	\$9.50	\$10.00
Signs, one circuit	\$32.00	\$33.60
Circuit or subfeed	\$23.50	\$24.70
Services:		
< 600v, up to 200A	\$35.50	\$37.25
< 600v, 200A to 1000A	\$72.00	\$75.60
> 600v or over 1000A	\$144.50	\$151.70
Addnl. Meters (ea)	\$9.50	\$10.00
Miscellaneous Apparatus/panels	\$23.50	\$24.70
Special Inspection/Investigation or reinspect	FBHR	FBHR
Permit Fee		
Normal	\$30.50	\$32.00
Supplemental	\$9.50	\$10.00
Minimum	\$102.00	\$125.00

Operational Fire Permits***Fee**

Aerosol Products	\$240
Amusement Buildings	\$240
Aviation Facilities	\$240
Carnivals and Fairs	\$240
Cellulose Nitrate Film	\$240
Combustible Dust-Producing Operations	\$240
Combustible Fibers	\$240
Compressed Gases	\$240
Covered Mall Buildings	\$240
Cryogenic Fluids	\$240
Cutting and Welding	\$240
Dry Cleaning Plants	\$240
Exhibits and Trade Shows	\$240
Explosives	\$240
Blasting	\$240 first blast and \$150 each additional blast
Fire Hydrants and Valves	\$240
Flammable and Combustible Liquids	\$240
Floor Finishing	\$240
Fruit and Crop Ripening	\$240
Fumigation and Thermal Insecticidal Fogging	\$240
Hazardous Materials	\$240
HPM Facilities	\$240
High-piled Storage	\$240
Hot Work Operations	\$240
Industrial Ovens	\$240
Lumber Yards and Woodworking Plants	\$240
Liquid-or Gas-fueled Vehicles or Equipment in Assembly Buildings	\$240
LP-gas	\$240
Magnesium	\$240
Miscellaneous Combustible Storage	\$240
Open Burnings	\$240
Open Flames and Torches	\$240
Open Flames and Candles	\$240
Organic Coatings	\$240
Places of Assembly	\$240
Private Fire Hydrants	\$240
Pyrotechnic Special Effects Material	\$240
Public Fireworks Displays	\$770
Pyroxylin Plastics	\$240
Refrigeration Equipment	\$240

Repair Garages and Motor Fuel-Dispensing Facilities	\$240
Rooftop Heliports	\$240
Spraying or Dipping	\$240
Storage of Scrap Tires and Tire Byproducts	\$240
Temporary Membrane Structures and Tents	\$240
Tire-Rebuilding Plants	\$240
Waste Handling	\$240
Wood Products	\$240
Other Special Hazard Operations or Use	\$240

*Multiple Operational Permits

First permit at full price,
each additional at 50% of schedule above

Construction Fire Permits**

Fee

Automatic fire-extinguishing systems	\$300 per system
Fire sprinkler system single family dwelling	\$300 plus \$4.00 per sprinkler
Fire sprinkler system with 10 sprinklers or less	\$300 plus \$4.00 per sprinkler
Fire sprinkler system with 11 sprinklers or more	\$450 plus \$4.00 per sprinkler
Backflow Preventer Assembly	\$150
Battery Systems	\$300
Compressed Gases	\$300
Emergency Response Radio Coverage System	\$300
Fire Alarm and Detection Systems and Related Equipment	\$300 plus \$4.00 per device
Fire Pumps and Related Equipment	\$450
Flammable and Combustible Liquids	\$300 for the first tank and \$150 each additional tank
Hazardous Materials	\$300
Industrial Ovens	\$300
LP-Gas	\$300
Private Fire Hydrant	\$150
Spraying or Dipping Process	\$300
Standpipe System	\$300
Temporary Membrane Structures and Tents	\$300
Underground Fireline	\$300
Vegetation Management Fire Protection Plan	\$300
Work (repair, replacement, relocation)	\$50

** Fee includes permit, plans review and inspection services

Other Fire Prevention Services**Fee**

Consultation	FBHR - min 1 hour
Plans review	FBHR - min 1 hour
Inspection	FBHR - min 1 hour
Reinspection	FBHR - min 1 hour
Investigation for performing work without an approved permit	2 x normal permit fee + permit fee
Inspections outside normal work hours:	
Early or late inspections on normal work days	FBHR x # of hours x 1.5 - min 1 hour
Call back or weekend inspections	FBHR x # of hours x 1.5 - min 4 hour
Fire/Smoke damper inspection	\$150 for up to 4 dampers and \$40 for each additional damper
Fire hydrant flow test and report	\$200.00

SFM Fire Clearance Inspection**Fee**

Fire clearance inspection	\$150
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Commercial Life/Safety Inspection**Fee**

Bi-annual inspection of commercial business	See Exhibit E2
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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

01 GENERAL SERVICES		SERVICE DESCRIPTION	CHARGE
01.01	BAD CHECK CHARGES	NSF CHECK PROCESSING	\$ 25.00 (INCLUDES BANK PROCESSING FEE)*
01.02	BUSINESS LICENSES	BUSINESS APPLICATION REVIEW	\$ 88.00 HOME OCCUPATION* \$ 118.00 COMMERCIAL LOCATION* \$ 98.00 IN TOWN MOVING FEE (TO COMMERCIAL)* \$ 68.00 IN TOWN MOVING FEE (TO RESIDENTIAL)* \$ 10.00 FOR CHANGE OF OWNERSHIP*
		REGULATORY LICENSE PROCESSING -- TOBACCO, GUN SALES	\$ 99.00 FOR POLICE PERMIT* \$ 99.00 FOR POLICE PERMIT RENEWAL* \$ 48.00 FOR TOBACCO PERMIT* \$ 3.00 FOR TOBACCO RENEWAL*
		BUSINESS LICENSE LISTING	\$ 12.00 EACH
		CLOSING OUT SALE PERMIT	\$ 39.00 INITIAL \$ 25.00 RENEWAL
		PAYMENT PLAN PROCESSING	\$ 35.00*
01.03	AGENDA FEES		
		AGENDA SUBSCRIPTION SERVICE	\$ 74.00
		MINUTES SUBSCRIPTION SERVICE	\$ 74.00
01.04	REPRODUCTION WORK		
		XEROX COPIES	\$.10 PER PAGE – FPPC* \$.15 PER PAGE – OTHER PUBLIC DOCUMENTS*
		BOUND REPORTS	ESTABLISHED AT TIME OF PUBLICATION*
		ANNUAL BUDGET/CAFR/AUDIT	ESTABLISHED AT TIME OF PUBLICATION*
		COPIES FROM MICROFILMING	LARGE FORMAT DRAWINGS (PLANS): \$ 4.50 FIRST SHEET PLUS* \$ 1.50 EACH ADDITIONAL SHEET* SMALL SHEETS (8 1/2 X 11): \$ 3.00 FIRST SHEET PLUS* \$.15 EACH ADDITIONAL SHEET*

*No Fee Change
FBHR= Fully Burdened Hourly Rate For Staff Positions

**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

01.05	CITY CLERK DOCUMENTS			
	01.05.10	CITY OF SAN RAFAEL MUNICIPAL CODE		ACTUAL COST PER CITY CLERK
	01.05.20	CERTIFICATE OF DOCUMENTS		\$ 8.00 PLUS COPY FEES OF \$0.15 PER PAGE*
01.06	SPECIAL SERVICES			
	01.06.10	PUBLIC USE - COUNCIL CHAMBERS-INC. SOUND		\$ 200.00*
	01.06.20	PUBLIC USE - COUNCIL CHAMBERS-NO SOUND		\$ 175.00*
	01.06.30	BANNER HANGING - DOWNTOWN		\$ 275.00 HORIZONTAL BANNER* \$ 20.00 EACH FOR VERTICAL BANNERS WITH MINIMUM ONE BLOCK*
	01.06.40	RDA - APPLICATION PROCESSING SPECIAL EVENTS PERMIT		\$ 40.00 NON-PROFITS AND BID \$ 80.00 ALL OTHERS
	01.06.41	RDA - SPECIAL EVENTS APPLICATION DEPOSIT. FOR CLEANING AND POSSIBLE DAMAGES. REFUNDABLE IF CONDITION IS ACCEPTABLE.		REFUNDABLE DEPOSIT: \$ 200.00 ONE BLOCK OR PLAZA* \$ 360.00 TWO OR MORE BLOCKS*
	01.06.42	RDA - SCOUTING OF FILM LOCATION		ACTUAL HOURS OF FBHR*
	01.06.43	EVENT PLANNING & COORDINATION		ACTUAL HOURS OF FBHR*

*No Fee Change
FBHR= Fully Burdened Hourly Rate For Staff Positions

**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

03 POLICE SERVICES		SERVICE DESCRIPTION	CHARGE
03.01	FINGERPRINTING		
	03.01.10	FINGERPRINTING – NON CRIMINAL	\$12.00 PLUS APPLICABLE STATE AND FEDERAL FEES AS NEEDED
03.03	CONCEALED WEAPONS		
	03.03.00	CONCEALED WEAPON APPLICATION REVIEW	\$ 100.00 - SUBJECT TO STATE LIMITATION*
	03.03.20	CONCEALED WEAPON RENEWAL REVIEW	\$ 25.00 - SUBJECT TO STATE LIMITATION*
03.07	RESPONSE SERVICES		
	03.07.10	ALARM PERMITS	\$ 74.00
	03.07.12	FALSE ALARM RESPONSES	PER FALSE ALARM IN A TWELVE MONTH PERIOD \$ 0.00 - 1 ST AND 2 ND RESPONSE* \$ 140.00 - 3 RD RESPONSE AND SUBSEQUENT RESPONSES
03.08	DUI FEES		
	03.08.10	DUI COLLISION RESTITUTION	ACTUAL COST PLUS ACTUAL HOURS OF STAFF BILLED AT FBHR MAXIMUM OF \$1,300
03.10	TOWING SERVICES		
	03.10.10	TOWING OPERATOR INVESTIGATIONS	\$ 740.00 PLUS APPLICABLE STATE FEES
	03.10.15	ADMINISTRATIVE TOW FEE - SUSPENDED	\$ 327.00
03.11	PERMITS		
	03.11.14	PARADE PERMITS	\$ 74.00*
	03.11.18	SPECIAL EVENTS PERMITS	BILLING OF ACTUAL COSTS FOR SERVICES RENDERED*
	03.11.22	COUNTY FAIR SUPPORT	OVERTIME COSTS OF POLICE PERSONNEL AND RENTAL OF BARRICADES*
03.12	POLICE SUPPORT SERVICES FEES		
	03.12.10	CLEARANCE LETTER	\$ 27.00
	03.12.21	RESEARCH TIME	ACTUAL HOURS BILLED FOR POLICE AND OTHER PERSONNEL USING FBHR, NOT TO EXCEED \$15.00 PER HOUR UNDER STATUTORY LIMITATION*

*No Fee Change
FBHR= Fully Burdened Hourly Rate For Staff Positions

**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

03 POLICE SERVICES		SERVICE DESCRIPTION	CHARGE
03.14	SUBPOENAS DUCES TECUM 03.14.20	RESEARCH TIME	ACTUAL HOURS BILLED FOR POLICE AND OTHER PERSONNEL USING FBHR, NOT TO EXCEED \$15.00 PER HOUR UNDER STATUTORY LIMITATION*
	03.14.40	Duplicating Requiring Special Processing	ACTUAL COST OF DUPLICATING*
03.16	MESSAGE ESTABLISHMENTS 03.16.11	OPERATOR PERMIT-NONCERTIFIED MESSAGE ESTABLISHMENT (ANNUAL FEE. EMPLOYEE INCLUDES AN INDEPENDENT CONTRACTOR HIRED BY OR RENTING/LEASING SPACE FROM THE MESSAGE ESTABLISHMENT OWNER.)	\$ 350.00 FIRST LOCATION-NEW OWNER \$ 350.00 EACH ADDITIONAL OWNER \$ 350.00 EACH ADDITIONAL LOCATION \$ 25.00 PER EACH EMPLOYEE REGISTERED \$ 175.00 RENEWAL PER LOCATION (ASSUMES NO CHANGES IN OWNER(S) OR LOCATION AT TIME OF RENEWAL)
	03.16.12	MESSAGE ESTABLISHMENT-CERTIFIED WITH EMPLOYEES (ANNUAL FEE. EMPLOYEE INCLUDES AN INDEPENDENT CONTRACTOR HIRED BY OR RENTING/LEASING SPACE FROM THE MESSAGE ESTABLISHMENT OWNER.)	\$ 247.50 FIRST LOCATION-NEW OWNER \$ 247.50 EACH ADDITIONAL OWNER \$ 247.50 EACH ADDITIONAL LOCATION \$ 25.00 PER EACH EMPLOYEE REGISTERED \$ 123.75 RENEWAL PER LOCATION (ASSUMES NO CHANGES IN OWNER(S) OR LOCATION AT TIME OF RENEWAL)
	03.16.13	MESSAGE ESTABLISHMENT-CERTIFIED NO EMPLOYEES (SOLE PROVIDER/SOLE PROPRIETORSHIP) (ANNUAL FEE. APPLIES TO: A) A HOME-BASED BUSINESS LOCATION WHERE THE MESSAGE ESTABLISHMENT OWNER PROVIDES ON-SITE AND/OR OUTCALL SERVICES; AND B) A COMMERCIAL- BASED LOCATION WHERE THE MESSAGE ESTABLISHMENT OWNER RENTS/LEASES COMMERCIAL SPACE SHARED WITH ANOTHER MESSAGE ESTABLISHMENT OWNER – SOLE PROPRIETORSHIP, OR ANOTHER NON-MESSAGE ESTABLISHMENT	\$ 350.00 FIRST LOCATION-NEW OWNER \$ 350.00 EACH ADDITIONAL LOCATION \$ 62.50 RENEWAL PER LOCATION

*No Fee Change
FBHR= Fully Burdened Hourly Rate For Staff Positions

**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

03 POLICE SERVICES		SERVICE DESCRIPTION	CHARGE
		BUSINESS.)	
03.17	FORTUNE TELLERS		
	03.17.00	FORTUNE TELLER PERMIT	\$ 248.00 INITIAL \$ 62.00 RENEWAL
03.18	SOLICITORS/PEDDLERS		
	03.18.00	MOBILE VENDOR PERMIT	\$ 93.00 FOR NEW OWNER \$ 93.00 FOR ADDITIONAL OWNER \$ 93.00 RENEWAL \$ 93.00 CHANGE/REPLACEMENT OF PERMIT \$ 93.00 FOR ADDITIONAL LOCATION
03.19	TAXI/PUBLIC CONVENIENCE		
	03.19.00	TAXI CAB P C – OWNER/OPERATOR (RESOLUTION GRANTING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AND LICENSE TO OPERATE)	NO CHARGE BY THE CITY AS PROGRAM IS NOW ADMINISTERED BY THE MARIN GENERAL SERVICES AUTHORITY

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

05 BUILDING SERVICES/ FIRE PREVENTION		SERVICE DESCRIPTION	CHARGE
05.01	PLAN CHECKING		
	05.01.00	CONSTRUCTION PLAN CHECKING	65% OF THE PERMIT FEE ESTABLISHED BY THE CALIFORNIA BUILDING CODE PLUS A 10% SURCHARGE (ADOPTED BY RES. 8590) FOR THE STATE MANDATED ENERGY CHECK
05.02	PERMITS AND INSPECTIONS		
	05.02.00	BUILDING AND MEP PERMIT INSPECTION	SEE EXHIBITS A TO D
05.06	RESIDENTIAL INSPECTION		
	05.06.10	RESIDENTIAL INSPECTION REPORTS (EXCL. CONDOS)	\$ 165.00 PER SINGLE FAMILY DWELLING AND FIRST UNIT OF MULTIPLE FAMILY DWELLING* \$ 50.00 FOR EACH ADDITIONAL MULTIPLE UNIT DWELLING*
	05.06.11	CONDO INSPECTION REPORTS	\$ 150.00 PER CONDO*
06.01	FIRE INSPECTIONS		
	06.01.00	FIRE PERMIT INSPECTIONS	SEE EXHIBIT E1
	06.01.01	FIRE CODE EXPLOSIVE PERMIT	SEE EXHIBIT E1
	06.01.03	INSPECTION OUTSIDE NORMAL BUSINESS HOURS	SEE EXHIBIT E1
	06.01.05	NUISANCE ALARM FEE	THIRD NUISANCE ALARM WITHIN 30 DAYS, FBHR OF ENGINE COMPANY, TWO (2) HOUR MINIMUM
	06.01.06	CONSULTATIVE SERVICES – FIRE PREVENTION	SEE EXHIBIT E1
06.04	COMMERCIAL LIFE SAFETY INSPECTIONS		
	06.04.00	COMMERCIAL LIFE/SAFETY INSPECTION (INCLUDES ONE RE-INSPECTION)	SEE EXHIBIT E2

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

05 BUILDING SERVICES/ FIRE PREVENTION		SERVICE DESCRIPTION	CHARGE
06.05	REINSPECTION SERVICES		
	06.05.00	COMMERCIAL LIFE/SAFETY REINSPECTION	SEE EXHIBIT E2
06.09	FIRE AND LIFE SAFETY PLAN CHECKS		
	06.09.01	FIRE CODE REVIEW OF BUILDING PERMIT	50% OF BUILDING PLAN CHECK FEE*
	06.09.02	FIRE PERMIT INSPECTION	SEE EXHIBIT E1

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

06 FIRE SERVICES		SERVICE DESCRIPTION	CHARGE
06.01	FIRE INSPECTIONS		
	06.01.02	LIABILITY FOR PERSONS CAUSING EMERGENCIES	FULL COST BILLED TO RESPONSIBLE PARTY PURSUANT TO MUNICIPAL CODE SECTION 4.08.130(A)*
	06.01.04	FIRE WATCH	FBHR OF SCENE SUPERVISION TWO (2) HOUR MINIMUM*
06.02	HAZARDOUS MATERIALS		
	06.02.01	FIRE CODE RELATED HAZARDOUS MATERIALS INSPECTIONS	NO CHARGE BY THE CITY AS PROGRAM IS ADMINISTERED BY COUNTY CUPA*
	06.02.15	HAZARDOUS MATERIALS – RESIDENTIAL	CITY SHOULD BE REIMBURSED ON A FULL COST BASIS IN ACCORDANCE WITH DATA CONTAINED IN COST STUDY REPORT - SUBJECT TO NEGOTIATIONS WITH JPA*
	06.02.16	CONSULTATIVE SERVICES -- HAZARDOUS MATERIALS	NO CHARGE BY THE CITY AS PROGRAM IS ADMINISTERED BY COUNTY CUPA*
06.03	FIRE REPORTS		
	06.03.00	FIRE REPORTS	\$ 17.00 OR THE MAXIMUM ALLOWABLE BY THE STATE PURSUANT TO THE PUBLIC RECORDS ACT*
06.07	FIRE DISTRICT SERVICES		
	06.07.00	FIRE PROTECTION SERVICES - CSA #19	STAFF SHOULD UTILIZE THE INFORMATION IN THIS REPORT WHEN NEGOTIATING THE RENEWAL OF THE AGREEMENT WITH CSA#19*
06.08	EMERGENCY MEDICAL ASSISTANCE		
	06.08.00	EMERGENCY MEDICAL SERVICES	THE CITIZENS VOTED PARAMEDIC TAX PLUS THIRD PARTY BILLING EQUALS THE PARAMEDIC BUDGET. THIRD PARTY BILLING - BAY AREA AVERAGE OF FEES CHARGED FOR TRANSPORTATION; RATES ARE ESTABLISHED BY FIRE CHIEF & CITY MANAGER, INDEXED FOR INFLATION AND ARE SUBJECT TO NEGOTIATIONS. FEE MAY INCLUDE AMBULANCE DISPATCH AND

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

06 FIRE SERVICES		SERVICE DESCRIPTION	CHARGE
			FUEL SURCHARGE (MILEAGE) COMPONENTS. PARAMEDIC TAX SUBJECT TO VOTER APPROVED LIMITS ON CITY AND OUTLYING JURISDICTIONS.*
06.10	FIRE/EMS TRAINING AND EDUCATION		
	06.10.01	FIRE/EMS TRAINING AND EDUCATION	FEE SET AT COST PER STUDENT, PLUS MATERIALS. COST PER STUDENT = SHARE OF CLASS MINIMUM NUMBER TO RECOVER FBHR OF INSTRUCTOR*

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

LIBRARY SERVICES		SERVICE DESCRIPTION	CHARGE
07.01	BOOK FINES		
	07.01.10	ADULT FINES	\$ 0.25 PER BOOK PER DAY* \$ 10.00 PER BOOK MAXIMUM*
	07.01.20	CHILDREN'S FINES	NO FINES
07.02	RESERVES - ILL (INTER LIBRARY LOAN)		
	07.02.10	RESERVE	\$ 0.50 PER ITEM OR THE FEE APPROVED BY MARINET, WHICHEVER IS LESS.*
	07.02.20	ILL - MARINET CONSORTIUM	INCLUDED IN T-07.02.10 ABOVE
	07.02.30	ILL - NORTH BAY COOPERATIVE LIBRARY SYSTEM (NBCLS)	INCLUDED IN T-07.02.10 ABOVE
	07.02.40	ILL OUTSIDE MARIN AND NBCLS	INCLUDED IN T-07.02.10 ABOVE
07.03	AUDIO/VISUAL RENTALS		
	07.03.10	COMPACT DISCS	NO CHARGE*
	07.03.20	AUDIO BOOKS	\$ 1.00 FOR THE FIRST THREE WEEKS* \$ 0.25 PER DAY THEREAFTER*
	07.03.30	ADULT VIDEOS/DVD'S	VHS.: NO CHARGE FOR FIRST WEEK; \$1.00 PER DAY THEREAFTER UP TO MAXIMUM FINE OF \$14.00.* DVDs: \$ 2.00 FOR THE FIRST WEEK, \$1.00 PER DAY THEREAFTER UP TO A MAXIMUM FINE OF \$14.00.*
	07.03.35	CHILDREN'S VIDEOS/DVD'S	NO FINES
07.04	LOST/DAMAGED ITEMS		
	07.04.10	ADULT BOOKS, VIDEOS, AUDIO TAPES, COMPACT DISCS	COST PLUS \$ 8.00*
	07.04.20	CHILDRENS BOOKS, VIDEOS, AUDIO TAPES, COMPACT DISCS	COST PLUS \$ 8.00*
	07.04.30	REPLACEMENT LIBRARY CARD	\$ 1.00 PER CARD FOR ADULT AND NO CHARGE FOR MINOR

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

08 COMMUNITY SERVICES		SERVICE DESCRIPTION	CHARGE
07.07	FALKIRK FACILITIES AND PROGRAMS		
	07.07.10	FALKIRK RENTALS	SEE EXHIBIT G*
	07.07.30	FILMING	SEE EXHIBIT G*
	07.07.40	CATERING DEPOSITS	THIS SERVICE IS NO LONGER PROVIDED
08.00	PROGRAM SERVICES		
	07.07.20	FALKIRK PROGRAMS	25% TO 50% OF COST OF PROGRAM INSTRUCTOR SUBJECT TO NEGOTIATION BETWEEN CITY AND INSTRUCTOR*
	08.00.01	ADULT RECREATION PROGRAMS AND CLASSES	CITY RETAINS BETWEEN 20 TO 40% OF COST OF PROGRAM PROVIDER AS FEE - SUBJECT TO INDIVIDUAL NEGOTIATION*
	08.00.02	YOUTH RECREATION PROGRAMS AND CLASSES	CITY RETAINS 10% TO 40% OF COST OF PROGRAM PROVIDER AS FEE - SUBJECT TO INDIVIDUAL NEGOTIATION*
	08.00.03	SENIOR RECREATION PROGRAMS	USING BUSINESS COST STUDY, STAFF WILL RENEGOTIATE CONTRACT TO MEET COST RECOVERY GOALS ESTABLISHED BY CHAPTER 3.34 OF THE SAN RAFAEL MUNICIPAL CODE*
	08.00.06	FACILITIES RESERVATIONS	SEE EXHIBIT H
08.06	CHILD CARE PROGRAMS		
	08.06.10	CHILD CARE PROGRAMS (NON GRANT) - INCLUDING PRE SCHOOL, AFTER SCHOOL AND SUMMER PROGRAMS	SEE EXHIBIT K

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

10 PLANNING SERVICES		SERVICE DESCRIPTION	CHARGE
10.01	MAPPING		
	10.01.10	LOT LINE ADJUSTMENT	\$ 3131.00 (FLAT FEE)
	10.01.20	SMALL SUBDIVISION MAP	\$ 3,735.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.01.30	TENTATIVE MAP	\$ 7,293.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.01.40	SUBDIVISION EXCEPTION	\$ 2,761.00 (FLAT FEE). ACCOMPANIES AND SUBORDINATE TO TENTATIVE MAP AND SMALL SUBDIVISION MAP.
	10.01.50	MAP AMENDMENTS AND EXTENSIONS	\$ 2,239.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.01.60	CERTIFICATES OF COMPLIANCE	\$ 3,410.00 (FLAT FEE)
10.02	DEVELOPMENT AND ANNEXATION		
	10.02.40	DEVELOPMENT AGREEMENT	\$ 11,534.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

10 PLANNING SERVICES		SERVICE DESCRIPTION	CHARGE
			MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
10.05.40	DESIGN REVIEW - ZONING ADMIN. WITH DRB	\$ 4,693.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.	
10.05.50	DESIGN REVIEW SINGLE FAMILY RESIDENTIAL - PLANNING COMMISSION	\$ 6,872.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.	
10.05.52	DESIGN REVIEW -- ALL OTHERS (PLANNING COMMISSION)	\$ 8,523.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.	
10.05.55	DESIGN REVIEW WITH EXCEPTION TO HILLSIDE STANDARDS	\$ 8,493.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.	
10.05.60	CONCEPTUAL REVIEW	\$ 1,750.00 (FLAT FEE), REFLECTING 70% DISCOUNT OF ANTICIPATED TYPICAL APPLICATION COST TO ENCOURAGE APPLICANTS TO RECEIVE PRELIMINARY DESIGN FEEDBACK PRIOR TO FORMAL APPLICATION FILING.	

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

10 PLANNING SERVICES		SERVICE DESCRIPTION	CHARGE
10.06	SIGN REVIEW		
	10.06.10	SIGN REVIEW – STAFF	\$ 255.00 (FLAT FEE)
	10.06.15	SIGN REVIEW – STAFF w/ DRB	\$2,285.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.06.20	SIGN PROGRAM – MINOR (STAFF)	\$1,049.00 (FLAT FEE)
	10.06.21	SIGN PROGRAM – MAJOR (PLANNING COMMISSION)	\$4,303.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.06.22	SIGN REVIEW – MINOR EXCEPTION	\$ 1,043.00 (FLAT FEE)
	10.06.24	SIGN REVIEW – MAJOR EXCEPTION	\$4,220.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.06.30	TEMPORARY BANNER PERMIT	\$ 132.00 (FLAT FEE)
10.07	APPEAL FEES		
	10.07.00	APPEAL TO PLANNING COMMISSION	NON-APPLICANT/RESIDENT - \$ 300.00 FOR THE APPEAL* \$ 50.00 ADDITIONAL CHARGE FOR REQUEST FOR CONTINUATION* APPLICANT/NON-RESIDENT - \$4,834.00 STAFF BILLED AT FBHR.*
	10.07.10	APPEAL TO CITY COUNCIL	NON-APPLICANT/RESIDENT - \$ 350.00 FOR THE APPEAL* \$ 50.00 ADDITIONAL CHARGE FOR REQUEST FOR CONTINUATION* APPLICANT/NON-RESIDENT - \$4,476.00 INITIAL DEPOSIT BASED ON 70% OF

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

10 PLANNING SERVICES		SERVICE DESCRIPTION	CHARGE
10.03	USE PERMITS		
	10.03.10	USE PERMIT – ADMINISTRATIVE/TEMPORARY	\$ 1,420.00 (FLAT FEE)
	10.03.30	USE PERMIT - ZONING ADMINISTRATOR	\$ 2,476.00 (FLAT FEE)
	10.03.40	USE PERMIT - PLANNING COMMISSION	\$ 4,305.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
10.04	VARIANCES		
	10.04.10	MINOR VARIANCE - ZONING ADMINISTRATOR	\$ 2,508.00 (FLAT FEE)
	10.04.20	VARIANCE - PLANNING COMMISSION	\$ 3,767.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.*
	10.04.30	REASONABLE ACCOMMODATION FOR DISABLED	\$ 964.00 (FLAT FEE)
	10.04.40	EXCEPTION REQUEST	\$ 1,023.00 (FLAT FEE)
10.05	DESIGN REVIEW		
	10.05.20	DESIGN REVIEW (STAFF/ADMINISTRATIVE)	\$ 1,167.00 (FLAT FEE)
	10.05.22	DESIGN REVIEW – OVER THE COUNTER (STAFF/ADMINISTRATIVE)	\$ 398.00 (FLAT FEE)
	10.05.25	DESIGN REVIEW – STAFF WITH DRB	\$ 3,564.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.05.30	DESIGN REVIEW - ZONING ADMIN. WITHOUT DESIGN REVIEW BOARD (DRB)	\$ 2,258.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

10 PLANNING SERVICES		SERVICE DESCRIPTION	CHARGE
			ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR.*
10.08	ENVIRONMENTAL IMPACT FEES		
	10.08.20	NEGATIVE DECLARATION	\$ 10,346.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR.
	10.08.30	ENVIRONMENTAL IMPACT REPORT	ACTUAL COST FOR ENVIRONMENTAL CONSULTANT PLUS 25% SURCHARGE FOR STAFF ADMINISTRATION*
	10.08.40	MONITORING OF MITIGATION MEASURES AND CONDITIONS OF APPROVAL	\$ 6,540.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR.
10.13	GENERAL PLAN FEES		
	10.13.10	GENERAL PLAN AMENDMENT	\$ 8,646.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.13.20	REZONING/PRE-ZONING	\$ 7,176.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.13.30	PLANNED DISTRICT	\$ 11,194.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.13.40	GENERAL PLAN MAINTENANCE	35.5% SURCHARGE ON BUILDING PERMITS (05.02.00) FOR UPDATING

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

10 PLANNING SERVICES		SERVICE DESCRIPTION	CHARGE
			GENERAL PLAN ELEMENTS (9.6%) AND IMPLEMENTING EXISTING PLAN (25.9%)*
10.14	OTHER PLANNING SERVICES		
	10.14.02	PRE APPLICATION MEETING – DEVELOPER	\$ 1,191.00 (FLAT FEE), REFLECTING 60% DISCOUNT OF ANTICIPATED TYPICAL APPLICATION COST TO ENCOURAGE APPLICANTS TO RECEIVE PRELIMINARY STAFF FEEDBACK PRIOR TO FORMAL APPLICATION FILING.
	10.14.10	PROJECT SELECTION PROCEDURE (PSP)	THIS SERVICE IS BEING PROPOSED FOR ELIMINATION BY STAFF
	10.14.20	LICENSING AGREEMENT (OUTDOOR DINING)	\$ 564.00 (FLAT FEE)
	10.14.22	CERTIFICATE OF APPROPRIATENESS FOR ALTERATION OF HISTORIC STRUCTURE	\$ 5,430.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.14.50	CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR ALCOHOLIC BEVERAGE LICENSE	\$ 1,612.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.14.52	NEIGHBORHOOD MEETING	\$ 1,444.00 INITIAL DEPOSIT BASED ON 70% OF ANTICIPATED TYPICAL APPLICATION COST. STAFF TIME BILLED AT FBHR. SUBMITTALS WHICH INCLUDE MULTIPLE DEPOSIT-BASED APPLICATIONS MAY REDUCE THE INITIAL DEPOSIT AMOUNT BY 25%.
	10.14.60	CONTRACT PLANNER/CONSULTANT ADMINISTRATION	ACTUAL COST OF CONTRACT AMOUNT PLUS 10%.

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

10 PLANNING SERVICES		SERVICE DESCRIPTION	CHARGE
10.14.62		PLANNING RESEARCH	FIRST 15 MINUTES OF SERVICE AT NO CHARGE, THEREAFTER ACTUAL TIME OF STAFF BILLED TO NEAREST QUARTER HOUR AT THE FBHR*
10.14.72		BUILDING PERMIT - PLAN CHECKS	\$ 109.00 FOR 45 MINUTES AND UNDER; BILLED ACTUAL STAFF TIME AT FBHR FOR OVER 45 MINUTE PLAN CHECK REVIEWS
10.14.82		ARCHAEOLOGY REFERRAL	\$ 80.00 REIMBURSEMENT FOR COSTS PAID TO SONOMA STATE UNIVERSITY*
10.14.90		ZONING RESEARCH LETTER RESPONSE	\$ 132.00 FOR ONE HR OF STAFF TIME.* \$ 198.00 FOR ONE AND A HALF HRS OF STAFF TIME
10.15	CODE ENFORCEMENT INSPECTIONS		
10.15.01		HOTEL ROOM AND APARTMENT UNIT INSPECTION. NOT CHARGED TO HOTELS/APTS. WITH 2 OR FEWER ROOMS/UNITS. INITIAL INSPECTION, NOTICE AND ORDER OF VIOLATIONS, AND RE-INSPECTION INCLUDED	APARTMENTS: \$316.00 PER SITE, PLUS \$22.00 PER UNIT OVER TWO ON SITE HOTELS: \$ 261.00 PER SITE, PLUS \$11.00 PER ROOM OVER TWO ON SITE
10.15.02		HOTEL /APARTMENT SECOND RE-INSPECTION AND NOTICING	APARTMENTS: \$135.00 PER HOUR WITH A 1 HOUR MINIMUM CALCULATED TO THE NEAREST 25 MINUTES
10.15.03		HOTEL/APARTMENT FINAL INSPECTION FOR COMPLIANCE	STAFF RECOMMENDS DELETING THIS SERVICE AS IT IS COVERED BY T-10.15.02

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

ENGINEERING SERVICES (PW)		SERVICE DESCRIPTION	CHARGE
11	01.04	MAPS	
	01.04.60	ENGINEERING MAPS AND DOCUMENTS:	
	01.04.61	AERIAL PHOTOS	SEE MAP SALES INFO (EXHIBIT J)*
	01.04.62	TOPOGRAPHY MAPS	SEE MAP SALES INFO (EXHIBIT J)*
	01.04.63	PARCEL MAPS	SEE MAP SALES INFO (EXHIBIT J)*
	01.04.64	RIGHT OF WAY (ROW) MAPS	SEE MAP SALES INFO (EXHIBIT J)*
	01.04.65	CUSTOM MAPS	\$ 40.00 FOR STAFF AND COMPUTER TIME PLUS COST OF REQUIRED MAPS*
	03.05	TRANSPORTATION SERVICES	
	03.05.10	OVERSIZE LOAD REVIEW	STATE MANDATED FEE MAXIMUM: \$ 16.00 SINGLE TRIP (3-5 WORKING DAY DURATION. SINGLE ORIGIN TO SINGLE DESTINATION ON ONE DIRECTION OF TRAVEL* \$ 92.00 ANNUAL ONE YEAR DURATION* \$ 92.00 REPETITIVE. MAXIMUM OF SIX-MONTH DURATION (SAME LOAD ON SAME ROUTE)* POLICE ESCORT SERVICES: \$301 MINIMUM FOR TWO HOURS AND ANY ADDITIONAL HOURS BILLED AT FBHR OF OFFICER (REFER TO T-11.09.30 FOR TRIP PERMIT)
	09.03	REFUSE FEE	
	09.03.00	REFUSE IMPACT FEE FOR STREET RESURFACING	\$196,000.00 IMPOSED ON LOCAL WASTE HAULER FRANCHISEE – MARIN SANITARY SERVICE*
	09.04	CONSTRUCTION FEE	
	09.04.00	CONSTRUCTION IMPACT FEE FOR STREET RESURFACING	1% OF ASSESSED VALUATION LEVIED ON ALL BUILDING PERMITS AND INSPECTIONS – 1 ST \$10,000.00 OF VALUATION IS EXEMPT *
	11.01	ENCROACHMENT PERMITS	
	11.01.20	MINOR ENCROACHMENT PERMITS	\$ 368.00 CITY MANAGER OR PUBLIC WORKS DIRECTOR HAS THE RIGHT TO WAIVE FEES

*No Fee Change

FBHR= Fully Burdened Hourly Rate For Staff Positions

**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

ENGINEERING SERVICES (PW)		SERVICE DESCRIPTION	CHARGE
11			FOR GOVERNMENTAL AGENCIES.
	11.01.21	REVOCAABLE LICENSE AGREEMENTS FOR MAJOR CONTINUING ENCROACHMENT	\$2,394.00 (FLAT FEE) CITY MANAGER OR PUBLIC WORKS DIRECTOR HAS THE RIGHT TO WAIVE FEES FOR GOVERNMENTAL AGENCIES
	11.01.25	UTILITY/SPECIAL DISTRICT ENCROACHMENT PERMITS	\$ 919.00 (FLAT FEE) ADDITIONAL FEES MAY BE ASSESSED IF STAFF WORK EXCEEDS 2 HOURS OF ENGINEER TIME, 2 HOURS OF PUBLIC WORKS ASSISTANCE DIRECTOR TIME, AND .5 HOUR PUBLIC WORKS DIRECTOR TIME. TO BE BILLED AT FBHR. CITY MANAGER OR PUBLIC WORKS DIRECTOR HAS THE RIGHT TO WAIVE FEES FOR GOVERNMENTAL AGENCIES.
	11.01.30	TEMPORARY ENCROACHMENT PERMITS (DEBRIS BOX, SCAFFOLDING, TREE TRIMMING, PUBLIC STREET/SIDEWALK CLOSURE, PAINTING/WASHING OF BUILDING EXTERIOR, SIDEWALK INSTALLATION, CONSTRUCTION FENCING, AND CURB PAINTING, AND OTHER ITEMS PER THE DIRECTOR OF PUBLIC WORKS	\$ 246.00 CITY MANAGER OR PUBLIC WORKS DIRECTOR HAS THE RIGHT TO WAIVE FEES FOR GOVERNMENTAL AGENCIES.
11.02	PUBLIC WORKS SERVICES		
	11.02.10	ABANDONMENT PROCESSING	\$ 2,056.00
	11.02.20	BAYPOINT ASSESSMENT DISTRICT	\$ 406.00 PER YEAR
	11.02.21	LOCH LOMOND ASSESSMENT DISTRICT	\$ 576.00 PER YEAR
	11.02.30	PARCEL MAP PLAN CHECK	\$ 713.00
	11.02.40	PARCEL MAP PLAN CHECK REQUIRING COUNCIL ACTION	\$ 713.00
	11.02.50	FINAL MAP PLAN CHECK	ACTUAL COST AGAINST A DEPOSIT ESTABLISHED BY STAFF WITH A \$3,285.00 MINIMUM

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

11.03	IMPROVEMENT PLAN CHECKING			
	11.03.12	SUBDIVISION PLAN CHECKING (BASED UPON IMPROVEMENT VALUATIONS: \$0 TO \$10,000 \$10,001 TO \$100,000 \$100,001 AND OVER		\$2,615.00 (FLAT FEE)
11.04	IMPROVEMENT INSPECTION FEES			
	11.04.10	CURB AND GUTTER INSPECTION: FIRST 50 FEET 51 TO 100 FEET 101 AND OVER FEET		FEES BASED ON SQ. FT/EACH DELETED AND CHANGED TO: PROJECTS UNDER \$5,000: SEE MINOR ENCROACHMENT PERMIT (11.01.20)* PROJECTS OVER \$5,000: SEE IMPROVEMENT PLAN CHECKING AND INSPECTIONS: 11.03.12/11.04.50*
	11.04.10	SIDEWALK INSPECTION: FIRST 500 SQ. FT. 501 AND OVER SQ. FT.		SEE ABOVE*
	11.04.10	DRIVEWAY APPROACHES: UP TO 30 FT. WIDTH 31 FT AND OVER		SEE ABOVE*
	11.04.10	MULTIPLE DRIVEWAYS		SEE ABOVE*
	11.04.50	SUBDIVISION AND ASSESSMENT DISTRICTS: \$0 TO \$10,000 \$10,001 TO \$100,000 \$100,001 AND OVER		\$1,464.00 (FLAT FEE)
11.05	STREET CUT INSPECTION (UTILITIES)			
	11.05.10	PG&E, PAC BELL AND MMWD		STAFF RECOMMENDS DELETING AS IT DUPLICATES ENCROACHMENT PROCESS.
	11.05.20	ALL OTHER PUBLIC AGENCIES		STAFF RECOMMENDS DELETING AS IT DUPLICATES ENCROACHMENT PROCESS.

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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

11.06	GRADING PERMITS - PLAN CHECKS AND INSPECTIONS			
	11.06.10	GRADING PLAN CHECK AND INSPECTION (BASED ON CU. YDS.): LESS THAN 1,000 CU. YDS. 1,001 TO 10,000 CU. YDS. 10,001 TO 100,000 CU. YDS. 100,001 TO 200,000 CU. YDS. 200,001 AND OVER CU. YDS.	\$ 250.00 \$ 869.00 \$ 869.00 + \$90.00 EACH ADD'L 10,000 CU YDS OR FRACTION \$ 1,679.00 + \$53.00 EACH ADD'L 10,000 CU. YDS. OR FRACTION \$ 1,866.00 + \$47.00 EACH ADD'L 10,000 CU. YDS. OR FRACTION	
11.07	GRADING INSPECTIONS			
	11.07.10	GRADING INSPECTION (BASED ON CU. YDS): 1,000 CU. YDS. OR LESS 1,001 TO 10,000 CU. YDS. 10,001 TO 100,000 CU. YDS. 100,001 AND OVER CU. YDS.	INCLUDED IN 11.06 ABOVE.	
11.08	WATER USE PERMITS			
	11.08.10	WATER COURSE PERMITS	\$ 31.00*	
	11.08.20	TIDE LAND PERMITS	\$ 1.25 PER CU. YD. OF DREDGED MATERIAL * \$500 FOR OTHER TIDELAND PERMITS*	
11.09	INFORMATION REQUEST SERVICES			
	11.09.11	FLOOD PLAIN LETTER RESPONSE	\$ 167.00	
	11.09.20	PROPERTY INFORMATION REQUESTS	\$ 254.00	

*No Fee Change
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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

11 ENGINEERING SERVICES (PW)		SERVICE DESCRIPTION	CHARGE
11.10	RIGHT-OF-WAY		
	11.10.10	RIGHT-OF-WAY AGREEMENT	STAFF RECOMMENDS DELETING THIS SERVICE.
	11.10.15	RIGHT-OF-WAY ENCROACHMENT PERMIT	STAFF RECOMMENDS DELETING AS IT DUPLICATES ENCROACHMENT PROCESS.

*No Fee Change
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**CITY OF SAN RAFAEL
MASTER FEE SCHEDULE**

13 MAINTENANCE SERVICES		SERVICE DESCRIPTION	CHARGE
13.00	MAINTENANCE SERVICES		
	13.03.00	SEWER SERVICE - SAN RAFAEL SANITATION DISTRICT	FULL COST RECOVERY USING BUSINESS COST STUDY DATA - SUBJECT TO NEGOTIATIONS WITH SRSD BOARD*
	13.90.25	DRAINAGE - STORM WATER	RATE \$28.00 PER EDU - RATE SUBJECT TO PROPOSITION 218 REQUIREMENTS*
14.00	OTHER SERVICES		
	01.05.22	ANIMAL CONTROL	ONE YEAR \$16* TWO YEAR \$24* THREE YEAR \$34*
			UNALTERED LICENSE
			ONE YEAR \$45* TWO YEAR \$55* THREE YEAR \$77*
			SENIOR & DISABLED DISCOUNT - 25%
			SEE EXHIBIT J FOR OTHER FEES*

*No Fee Change
FBHR= Fully Burdened Hourly Rate For Staff Positions

Mechanical Permit Fees

	Current	Proposed
Furnace or Heater:		
Up to 100,000 BTU	\$19.00	\$20.00
Over 100,000 BTU	\$23.50	\$24.70
Floor Furnace	\$19.00	\$20.00
Wall furnace, unit heater	\$19.00	\$20.00
Furnace/AC alteration or repair	\$18.00	\$19.00
Diffuser (ea)	\$1.50	\$1.60
Gas Piping, up to 4 outlets	\$6.00	\$6.30
each additional gas outlet	\$1.50	\$1.60
Boiler, Compressor, Refrigeration		
0-3 HP 100M BTU	\$19.00	\$20.00
4-15 Hp, 100-500M Btu	\$35.50	\$37.25
16-30 Hp, 500-1000M Btu	\$48.50	\$51.00
31-50 Hp, 1000-1750M Btu	\$72.00	\$75.60
Over 50 Hp or 1750M Btu	\$120.50	\$126.50
Air Handlers		
Under 10,000 CFM	\$14.00	\$14.70
over 10,000 CFM	\$23.50	\$24.70
Evaporative coolers	\$14.00	\$14.70
Ventilation Hoods	\$14.00	\$14.70
Appliance Vent or Fan	\$9.50	\$10.00
Ventilation system, not part of furnace	\$14.00	\$14.70
Other not listed	\$14.00	\$14.70
Special Inspection/Investigation or reinspect	\$64.50	\$67.70
Permit Fee		
Normal	\$30.50	\$32.00
Supplemental	\$9.50	\$10.00
Minimum	\$102.00	\$125.00

Plumbing Permit Fees

	Current	Proposed
Water Closets	\$9.00	\$9.50
Wash Basins	\$9.00	\$9.50
Tubs / Showers	\$9.00	\$9.50
Sinks	\$9.00	\$9.50
Floor Drains	\$9.00	\$9.50
Grease Trap	\$9.00	\$9.50
Other fixtures or traps	\$9.00	\$9.50
Sewage Ejector	\$52.00	\$54.60
Building Sewer	\$19.50	\$20.50
Private Sewage system	\$52.00	\$54.60
Water Heater	\$9.00	\$9.50
Gas Piping, 1-5 outlets	\$6.50	\$7.00
Additional, ea.	\$1.50	\$1.60
Water Piping	\$9.00	\$9.50
Repair, waste and vents	\$9.00	\$9.50
Vacuum Breaker 1-2	\$6.50	\$7.00
Backflow prevention		
2" or less	\$9.00	\$9.50
over 2"	\$19.50	\$20.50
Medical gas system	\$65.00	\$68.25
additional outlets >5	\$6.50	\$7.00
Rainwater System (inside)/ per drain.	\$9.00	\$9.50
Graywater system	\$52.00	\$54.60
Lawn Sprinkler System	\$9.00	\$9.50
Special Inspection/Investigation or reinspect	FBHR	FBHR
Permit Fee		
Normal	\$26.00	\$27.30
Supplemental	\$13.00	\$13.70
Minimum	\$102.00	\$125.00

EXHIBIT F

Description of the Vested Approvals for the R&D Development Property

Developer proposes to develop the R&D Development Property as an extension of the SRC campus that is currently located in Downtown San Rafael. As such, the current Planned Development (PD-1936) zoning designation that applies to the Original SRC Property will be expanded to encompass the R&D Development Property and amended to permit retail uses. Development standards for the Expanded SRC (which includes both the Original SRC Property and the R&D Development Property) will establish a blended maximum floor area ratio of 0.9 and new parking ratios appropriate to the proposed uses of the Expanded SRC, subject to a contingency plan in the event that Developer no longer occupies the Expanded SRC and another single user or multiple tenants with higher parking demands occupies the Expanded SRC. For the R&D Development Property, building height bonus will be applied in return for provisions of specified amenities and community benefits.

The R&D Development Property will consist of approximately 207,000 square feet of space for R&D laboratories, office uses and retail space, to be developed in two phases.

The Expanded SRC will continue to offer a publicly accessible, interior conference facility consisting of 2,500 square feet, provided that, at the sole option of Developer, such facility may be relocated from the current location to a location within the R&D Development Property that provides substantially equivalent amenities and space, as determined by Developer upon completion of the retail and plaza portions of the R&D Development Property.

The Expanded SRC will offer the City the Temporary Public Parking Parcel until such time as commencement of construction activities for either building on the R&D Development Property.

In exchange for the contribution of an additional \$500,000 to the City for general traffic improvements and in light of significant concerns about pedestrian safety and the fact that a parallel public path already exists, the City is eliminating the requirement that the Lindaro and Parking Expansion Project develop and maintain a trail along the southern edge of the campus abutting Mahon Creek.

Except as described above, the Original SRC Property development will remain substantially unchanged from its previously approved size and configuration. All construction for the Original SRC Property development has been completed except for the new office building to be built at 755 Lindaro Street (for a total of an additional 72,396 square feet) and the expansion of the parking structure at 788 Lincoln Street, which are part of the New Projects.

EXHIBIT G

Description of Park Area

A landscaped park area located on the south side of the Original SRC Property (south of and between Buildings A (750 Lindero Street) and B (781 Lincoln Avenue), bordered on the south by Mahon Creek). The park area shall be owned, in fee, and permananetly maintained by the Developer. A permanent public access easement has been recoded over the park area as part of the San Rafael Corproate Center subdivision map (RM 2002-185). The public use of this park area is subject to the BioMarin San Rafael Campus Conference Facilities and Mahon Creek Park Rules and Regulations on file with the City of San Rafael.

EXHIBIT H

Form of Estoppel Certificate

ESTOPPEL CERTIFICATE

_____, 202__

[Insert Receiving Party's Address]

RE: Development Agreement – BioMarin San Rafael Campus

Ladies and Gentlemen:

The undersigned (the “**Undersigned**”), a party under that certain Development Agreement (BioMarin San Rafael Campus) dated as of _____, 2020 and recorded on _____, 2020 in the Official Records of Marin County as Recording No. _____ (the “**Development Agreement**”), which affects that certain real property located in San Rafael, California and further described therein (the “**Property**”), hereby certifies as follows to _____ (“**Developer**” OR the “**City**”), that, as of the date hereof:

1. The Development Agreement has not been modified, changed, altered, assigned, supplemented or amended in any respect, and except for the Development Agreement, there are no other promises, agreements, understandings, or commitments between the Undersigned and [Developer OR the City] with respect to the development of the Property. Capitalized terms not used but not defined herein shall have the meanings given to them in the Development Agreement.
2. The Development Agreement is in full force and effect and expires on _____.
3. There are no current uncured defaults by any party under the Development Agreement or the Property under the Development Agreement. Developer and the Property, including the improvements thereon and the use and operation thereof, are in compliance with the terms and conditions of the Development Agreement. The Undersigned has neither given nor received any notice of default under the Development Agreement, and no event has occurred that, with the giving of notice, the passage of time, or both, would become a default under the Development Agreement.
4. No controversy exists between the Parties or any of the owners subject to the Development Agreement, including any litigation or arbitration, with respect, or relating, to the Development Agreement. The Undersigned has no defense, claims or counterclaims against [Developer OR the City].

5. No obligation (including any monetary obligation) remains due or owing under the Development Agreement by [Developer OR the City] to the Undersigned or by the Undersigned to [Developer OR the City] except for:
_____.
6. The Undersigned and the person(s) executing this Estoppel Certificate on behalf of the Undersigned have the power and authority to deliver this Estoppel Certificate and make the statements set forth herein.
7. The Undersigned acknowledges and agrees that this Estoppel Certificate may be relied upon by [Developer, prospective buyer of all of any portion of the Property, and any lender making a loan to such buyer, and each of their respective successors and assigns] OR [the City].

[SIGNATURE PAGE FOLLOWS]

This Estoppel Certificate is executed as of the date first written above.

By: _____
Name: _____
Title: _____

April 13, 2020

Raffi Boloyan
Planning Manager
City of San Rafael
1400 5th Avenue
San Rafael, CA 94901


Re: Development Agreement BioMarin San Rafael Campus

Dear Raffi Boloyan,

Per Tara Callahan, enclosed please find three (3) signed original copies of the agreement for execution. Please see that one copy of the fully executed document is returned to us for our files.

Should you have any questions, please contact Tara Callahan, Corporate Counsel tara.callahan@bmrn.com.

Kind regards,



Jaie Hightower
Senior Administrative Assistant
Corporate Legal
BioMarin Pharmaceutical Inc.

Enclosures

