

MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is entered into as of _____, 2017 (the "Effective Date"), by and between the Round Hill Estates North Property Owners Association, Inc., a California corporation ("POA"), and Contra Costa County, a political subdivision of the State of California ("County"). The parties hereto may be referred to collectively as the "Parties" or individually as a "Party."

RECITALS

A. The POA is the owner of Lot 23 of Subdivision 4915, a common area within the Round Hill Estates North community (hereafter the "POA Property"). The POA Property is adjacent to Biltmore Drive in the unincorporated area of Alamo.

B. The POA Property is improved with an existing Round Hill Estates North entryway monument that is constructed of masonry blocks with decorative stone veneers, concrete trim caps, landscape pockets and accent lighting.

C. A similar entryway monument is located on Parcel B of Minor Subdivision 87-74 (hereafter "MS 87-74 Parcel B"), which is a portion of property commonly known as 2493 Biltmore Drive, Alamo. The monument on MS 87-74 Parcel B is located within an easement that was conveyed to the POA in 1981.

D. The monuments referenced in Recitals B and C, including associated lighting and landscaping, will be referred to collectively as the "Monuments."

E. On December 19, 2016, the Contra Costa County Zoning Administrator approved an application for a variance to reduce the 20-foot front yard setback on the POA Property and on 2493 Biltmore to 0-feet for the Monuments ("Variance Permit").

F. Condition of Approval No. 9 ("COA #9") of the Variance Permit requires the applicant to enter into an agreement with the County with regard to the maintenance of the Monuments. The Parties agree that this Agreement satisfies the intent of COA #9.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Maintenance Obligations. POA is solely responsible between the Parties for performing any and all maintenance of the Monuments ("Maintenance"). Maintenance includes all actions and activities necessary to preserve the integrity of the Monuments, including the repair, refurbishment and restoration of the Monuments to their original condition, and the reconstruction and replacement of the Monuments, provided that any new monument(s) does not exceed the three-dimensional envelope of the Monument being reconstructed or replaced. All Maintenance shall be completed at the sole cost, expense and discretion of POA.

2. Encroachments. A valid encroachment permit issued by County under Division 1002 of the County Ordinance Code must be obtained prior to the performance of any

Maintenance within the Biltmore Drive right-of-way. All Maintenance that is performed within the Biltmore Drive right-of-way must conform to all terms and conditions of the encroachment permit. POA shall be solely responsible for payment of all permit fees and other costs associated with the application and issuance of encroachment permits for Maintenance, including inspections.

3. Removal. Notwithstanding anything in the Variance Permit to the contrary, County reserves the right to require the relocation or removal of the Monuments in accordance with County Ordinance Code section 1002-8.014. In the event that the County Public Works Director demands the removal or relocation of any of the Monuments for the purpose of future construction, reconstruction or maintenance work on a public right-of-way, including but not limited to Biltmore Drive, POA shall promptly perform the removal or relocation at its sole cost and expense.

4. Indemnification. To the fullest extent allowed by law, POA shall defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with any of the Monuments, including but not limited to their location within a public right-of-way and the Maintenance or lack of Maintenance thereof. If requested by County, POA will defend any such suits at its sole cost and expense. If County elects to provide its own defense, POA will reimburse County for any expenditures, including reasonable attorney's fees and costs.

5. Authority to Execute Agreement. Each Party warrants and represents that it has the power and the authority to enter into this Agreement. By affixing his/her signature below, each person signing this Agreement warrants and represents that he/she has read and understands this Agreement, that he/she is authorized to sign this Agreement, and that the Party on behalf of whom he/she signs agrees to be bound by its terms.

6. Entire Agreement. This Agreement contains and integrates the entire agreement of the Parties with respect to the subject matter hereof and supersedes all negotiations and previous agreements, if any, between the Parties with respect thereto.

7. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

8. Notices. Any notice required under this Agreement shall be in writing and personally delivered or sent by certified mail (return receipt and postage prepaid) or overnight delivery as follows:

To the County:	Contra Costa County
	Public Works Department
	Engineering Services
	255 Glacier Drive
	Martinez, CA 94553

To the POA: Round Hill North Estates POA
c/o Common Interest Management Services
315 Diablo Road, Suite 221
Danville, CA 94526

Copy to: Wendel, Rosen, Black & Dean LLP
1111 Broadway, 24th Floor
Oakland, CA 94607
Attn: Amara L. Morrison


9. **Amendment.** This Agreement may not be amended except by a writing executed by the Parties.

County and the POA have executed this Agreement as of the date first written above.

COUNTY

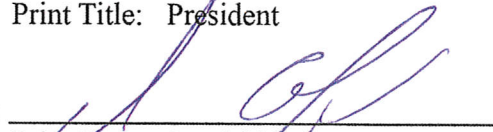
POA

By: _____
Public Works Director

By: 
Print Name: Shahmard Ghorbani
Print Title: President

Approved as to Form:

Sharon L. Anderson
County Counsel

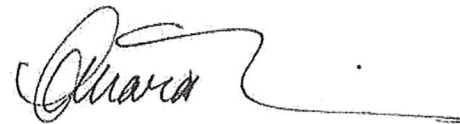
By: 
Print Name: Jan Afridi
Print Title: Secretary

By: _____
Deputy County Counsel

[Note: Corporate signatures must be notarized. Two officers must sign on behalf of a corporation. The first must be the chairman of the board, president, or any vice president; the second must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer. (See Corp. Code, § 313.)]

Approved as to Form:

Wendel, Rosen, Black & Dean LLP



By: _____
Amara L. Morrison
Attorneys for POA

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 Contra Costa)

On 17th Day of Nov, 2017 before me, Govindarajan Gopalsamy, Notary Public
(insert name and title of the officer)

personally appeared Shahmard Ghorbani and Jan Afridi,
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  (Seal)

