



CITY COUNCIL AGENDA REPORT

Meeting Date: July 17, 2025

From: Director of Public Works/City Engineer

Subject: Amendment to Reimbursement Agreement with Parties who Constructed San Francisco Avenue Extension

The proposed Amendment is exempt from CEQA because it is not a project (CCR Title 14 §15378 (b) (2)).

Recommendation

Approve the “First Amendment to Reimbursement Agreement and Addendum to Reimbursement Agreement” and authorize the City Manager to sign the document on the city’s behalf.

Background

The owners of the properties at 90 Santa Clara Street and 29 San Francisco Avenue submitted plans in the early 2000s to build new single family dwellings at these addresses. One of the conditions of approval from the Department of Public Works was the requirement to widen both streets and extend Santa Clara so that it connected with San Francisco.

The completed road widening benefits another property because that undeveloped address will not be required to conduct road widening if they submit building plans for approval that would subject them to the requirements of BMC §15.08.140. Therefore, the owners of 90 Santa Clara Street and 29 San Francisco Avenue requested the City enter into a reimbursement agreement which provided a mechanism and formula for them to obtain reimbursement from other “benefiting parties” if they should develop their properties within twenty (20) years from the date of the agreement.

A copy of the Reimbursement Agreement recorded 6/19/07 and the Addendum to the Reimbursement Agreement recorded 1/9/08 is attached.

Discussion

The term of the Reimbursement Agreement is scheduled to expire May 9, 2027. As the one remaining benefitting property is not yet developed, the parties who paid for construction of the roadway extension have asked the city to extend the term of the Agreement to May 9, 2037.

Staff finds this to be a fair and equitable request. The proposed Amendment has been prepared by city’s Legal Counsel.

Fiscal Impact

None to the city as a result of approving this Amendment.

Environmental Review

Approval of this amendment does not need further environmental review under the California Environmental Quality Act (CEQA) as it is general policy and procedure making not applied to a specific instance and therefore it is not a “project”(California Code of Regulations, Title 14, Division 6, Chapter 3, Article 20, §15378 (b) (2)). The environmental review required for the street improvements completed in 2007 was conducted along with the review for the construction of new single family dwellings at 29 San Francisco Avenue and 90 Santa Clara Street.

Attachments

1. Recorded Reimbursement Agreement and Addendum to the Reimbursement Agreement
2. Proposed Amendment to Reimbursement Agreement

R.L. Breault

Randy Breault, Public Works Director

Jeremy Dennis

Jeremy Dennis, City Manager

2007-093855

04:09pm 06/19/07 AG Fee: NO FEE

Count of pages 8

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



RECORDING REQUESTED BY:

City of Brisbane

AFTER RECORDATION, MAIL TO:

City of Brisbane

50 Park Place

Brisbane, CA 94005

This instrument benefits City of Brisbane only

No Fee Required

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement"), dated 5-9-07, between THE CITY OF BRISBANE, a municipal corporation ("City") and HAMDI A NIJEM, HANA H NIJEM, MAHER H NIJEM, and RABAH M NIJEM (Collectively, "Owners"), is made with reference to the following facts:

A. Owners are respectively the owners of certain real property in the City of Brisbane, County of San Mateo, State of California, as listed below ("the Properties") and more particularly described in Exhibit "A" attached hereto and made a part hereof:

- (1) MAHER H NIJEM, RABAH M NIJEM, HAMDI A NIJEM, and HANA H NIJEM are the owners of the property located at 29 San Francisco Avenue, identified as Assessor's Parcel No. 007-241-010, and described in Exhibit "A" as Parcel 1.
- (2) HAMDI A NIJEM and HANA H NIJEM are the owners of the property located at 90 Santa Clara Street, identified as Assessor's Parcel No. 007-233-220, and described in Exhibit "A" as Parcel 2.

B. Owners are constructing new single family residences on the Properties and as a condition for approval of such development City has required Owners to widen and extend Santa Clara Street and San Francisco Avenue, including a connection between these streets ("the Street Improvements"). Owners have entered into a joint development agreement designating their respective obligations as between each other with respect to the costs of completing the Street Improvements and the allocation of any funds received under this Agreement.

C. City has determined that the Street Improvements will directly benefit another property located at 80 Sanat Clara Street, identified as Assessor's Parcel No. 007-233-320the "Benefiting Property"), since a similar requirement to widen the private street would have been imposed upon the development of this property. City and Owners have entered into this Agreement for the purpose of allocating a proportionate share of the construction cost for the Street Improvements to the Benefiting Property and providing for a reimbursement to Owners of such proportionate share if development occurs on the Benefiting Property during the term of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Upon completion of the Street Improvements and acceptance of the work by the City Engineer, Owners shall furnish to City a detailed certification of all construction costs incurred by Owners for the Street Improvements, including the cost of any design, engineering, plan check, or inspection services provided by City for the Street Improvements and charged to Owner. The cost certification shall be supported by such invoices, cancelled checks, and other documentation as City may require to verify the accuracy and legitimacy of all costs claimed by Owners. Upon approval of the cost certification by the City Engineer, City and Owners shall execute and record an Addendum to this Agreement setting forth the total cost ("Final Improvement Cost") of the Street Improvements.

2. Based upon the limits of roadway widening required by City for development of 29 San Francisco Avenue and 90 Santa Clara Street, including the requirement to widen the section of roadway between these two properties, the parties agree that the Final Improvement Cost should be allocated as follows:

66.7%	Collectively to Owners
	<u>Benefiting Property:</u>
33.3%	80 Santa Clara Street; APN 007-233-230
100.00%	

3. City agrees that in the event an application is submitted during the term of this Agreement for development of the Benefiting Property, and such application involves a project for which City would have required the widening and improvement of Santa Clara Street or San Francisco Avenue (in the absence of the Street Improvements installed by Owners) based upon the ordinances and building regulations of City in effect as of the date such application is submitted, then City shall require as a condition for approval of the development that the percentage share of the Final Improvement Cost allocated to the Benefiting Property be paid to City in cash prior to the issuance of a building permit for the proposed development. Upon receipt of such payment, City shall promptly remit the same to Hamdi Nijem as the designated recipient for Owners. The designated recipient shall be solely responsible for distribution of the payment to the remaining Owners and remittance of the payment to the designated recipient shall fully discharge City from its obligation hereunder with respect to such payment. Owners may change the designated recipient by written notice to City signed by all Owners or their successors in interest.

4. Nothing herein shall require City to grant a development approval for the Benefiting Property under circumstances where such approval would otherwise be denied, nor shall this Agreement limit in any way the authority of City to impose conditions or exactions in addition to the reimbursement condition described herein. City shall be relieved of its obligation under this Agreement to collect the reimbursement amount if City is legally prohibited from doing so under any state or federal law, regulation, or court decision.

5. This Agreement shall remain in effect for a period of twenty (20) years from the date hereof.

6. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto, including any transferee of legal title to the Property.

7. This Agreement shall supersede and cancel the prior Reimbursement Agreement between Owners and City dated 10/3/05, recorded on 10/26/05, as Instrument No. 2005-187366, and the same shall have no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Reimbursement Agreement on the date first above written.

CITY:

THE CITY OF BRISBANE,
a municipal corporation

By: Steven W. Waldo
Steven W. Waldo, Mayor

ATTEST:

Sheri Marie Schroeder
Sheri Marie Schroeder, City Clerk

Harold S. Toppel
Harold S. Toppel, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Mateo

} ss.

On

5/30/07

Date

before me,

Sheri Marie Schroeder, Notary Public,

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

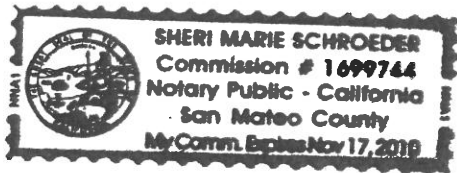
Steven W. Waldo & Harold S. Toppel

Name(s) of Signer(s)

☒ personally known to me

☐ 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.



WITNESS my hand and official seal

Sheri Marie Schroeder
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

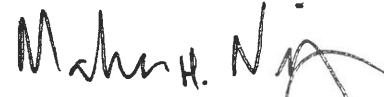
- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

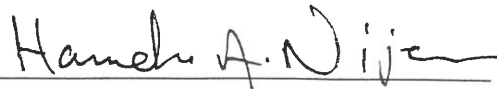
OWNERS:



MAHER H NIJEM



RABAH M NIJEM



HAMDI A NIJEM



HANA H NIJEM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

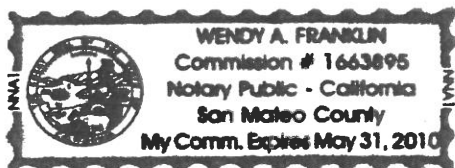
County of SAN MATEO

On 5-9-07 before me, Wendy A. Franklin Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared HAMDI A Nijem & HANA H Nijem
Name(s) of Signer(s)

☐ personally known to me

☒ (or 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Wendy A. Franklin
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Reimbursement Agreement

Document Date: 5-9-07 Number of Pages: 7

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN MATEO

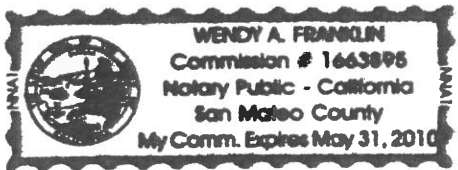
On 5-9-07 before me, Wendy A. Franklin, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MAHER H NIJEEN and TRABAH M NIJEEN
Name(s) of Signer(s)

☐ personally known to me

☒ (or 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Wendy A. Franklin
Signature of Notary Public

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Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Signer's Name: _____

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☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"

Legal Descriptions

PARCEL 1:

Owner: MAHER H NIJEM, RABAH M NIJEM, HAMDI A NIJEM,
and HANA H NIJEM

Property: 29 San Francisco Avenue; Assessor's Parcel No. 007-241-
010

All that certain land situated in the State of California, County of **San Mateo**, City of **Brisbane**, described as follows:

Lots 31 and 32, in Block 38 as shown on that certain map entitled, "AMENDED MAP OF SUBDIVISION NOS. 1, 2 & 3 OF CITY OF VISITACION, CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California on October 14, 1908 in Book 6 of Maps at Page 45.

PARCEL 2:

Owner: HAMDI A NIJEM and HANA H NIJEM

Property: 90 Santa Clara Street; Assessor's Parcel No. 007-233-220

All that certain land situated in the State of California, County of **San Mateo**, City of **Brisbane**, described as follows:

LOTS 23 AND 24 IN BLOCK 38, AS SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED MAP OF SUBDIVISION ONE, TWO AND THREE OF THE CITY OF VISITACION, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS PER MAP DATED OCTOBER 14, 1908 AND RECORDED IN BOOK 6 OF MAPS AT PAGE 45 RECORDS OF SAN MATEO COUNTY, STATE OF CALIFORNIA.

RECORDING REQUESTED BY:

City of Brisbane

AFTER RECORDATION, MAIL TO:

City of Brisbane
50 Park Place
Brisbane, CA 94005

*This instrument benefits City of Brisbane only.
No Fee Required.*

008-002528

12:18pm 01/09/08 AG Fee: NO FEE

Count of pages 6

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



THIS SPACE FOR RECORDER'S USE

**ADDENDUM TO
REIMBURSEMENT AGREEMENT**

THIS ADDENDUM TO REIMBURSEMENT AGREEMENT, dated December 3, 2007 between THE CITY OF BRISBANE, a municipal corporation ("City") and HAMDI A NIJEM, HANA H NIJEM, MAHER H NIJEM, and RABAH M NIJEM (Collectively, "Owners"), is made with reference to the following facts:

A. Owners are respectively the owners of certain real property in the City of Brisbane, County of San Mateo, State of California, as listed below ("the Properties") and more particularly described in Exhibit "A" attached hereto and made a part hereof:

- (1) MAHER H NIJEM, RABAH M NIJEM, HAMDI A NIJEM, and HANA H NIJEM are the owners of the property located at 29 San Francisco Avenue, identified as Assessor's Parcel No. 007-241-010, and described in Exhibit "A" as Parcel 1.
- (2) HAMDI A NIJEM and HANA H NIJEM are the owners of the property located at 90 Santa Clara Street, identified as Assessor's Parcel No. 007-233-220, and described in Exhibit "A" as Parcel 2.

B. Owners and City have entered into a certain Reimbursement Agreement dated October 3, 2005 (the "Reimbursement Agreement"), recorded on October 26, 2005 as Document Number 2005-187366, Official Records of San Mateo County, California, as modified by Amendment dated May 9, 2007 recorded on June 19, 2007, as Document Number 2007-093855, under the terms of which City agreed to collect a portion of the cost expended by Owners for Street Improvements (as defined in the Reimbursement Agreement) from owners of adjacent properties who elect to develop their land during the term of the Reimbursement Agreement.

C. Owners have completed Street Improvements to the satisfaction of the City Engineer and have provided to the City Engineer a certification of all costs expended by Owners for the performance of such work.

NOW, THEREFORE, it is agreed as follows:

1. Based upon the cost certification provided by Owners, City has determined that the Final Improvement Cost, as referenced in the Reimbursement Agreement, is the sum of Four Hundred Thirty-Nine Thousand Three Hundred Forty-Four and 25/100 Dollars (\$439,344.25).

2. In accordance with the terms of the Amendment to the Reimbursement Agreement, the Final Improvement Cost shall be allocated as follows:

29 San Francisco Avenue (APN 007-241-010) & 90 Santa Clara Street (APN 007-233-220)	66.7%	\$293,042.61
80 Santa Clara Street (APN 007-233-230)	33.3%	<u>\$146,301.64</u>
		\$439,344.25

IN WITNESS WHEREOF, the parties have executed this Addendum To Reimbursement Agreement on the date first above written.

CITY:

THE CITY OF BRISBANE,
a municipal corporation

By: Randy Breault
Randy Breault, City Engineer

ATTEST:

Sheri Marie Schroeder
Sheri Marie Schroeder, City Clerk

Harold S. Toppel
Harold S. Toppel, City Attorney

OWNERS:

Mahe H. Nijem
MAHER H NIJEM

Rabah M Nijem
RABAH M NIJEM

Hamdi A. Nijem
HAMDI A NIJEM

Hana H Nijem
HANA H NIJEM

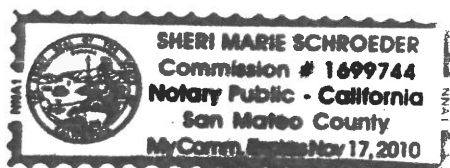
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On 1/2/08 before me, Sheri Marie Schroeder Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Randy Breault & Harold S. Toppel
Name(s) of Signer(s)



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

Sheri Marie Schroeder

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
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☐ Other: _____

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OF SIGNER
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State of California
County of San Mateo

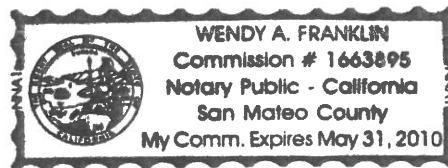
On 12/12/07 before me, Wendy A. Franklin, Notary Public
Date Name and Title of Officer (Notary)

Personally appeared MAHER H NIJEM
Name(s) of Signer(s)

personally known to me (~~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.

WITNESS my hand and official seal.

Wendy A. Franklin
Signature of Notary Public



State of California
County of San Mateo

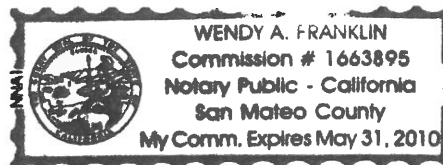
On 12/12/07 before me, Wendy A. Franklin, Notary Public
Date Name and Title of Officer (Notary)

Personally appeared RABAH M NIJEM
Name(s) of Signer(s)

personally known to me (~~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.

WITNESS my hand and official seal.

Wendy A. Franklin
Signature of Notary Public



State of California
County of San Mateo

On 12/10/07 before me, Wendy A. Franklin, Notary Public
Date Name and Title of Officer (Notary)

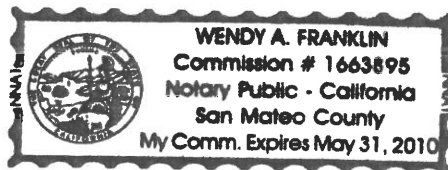
Personally appeared **HAMDIA NIJEM**

Name(s) of Signer(s)

personally known to me (~~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.

WITNESS my hand and official seal.

Wendy A. Franklin
Signature of Notary Public



State of California
County of San Mateo

On 12/10/07 before me, Wendy A. Franklin, Notary Public
Date Name and Title of Officer (Notary)

Personally appeared **HANA H NIJEM**

Name(s) of Signer(s)

personally known to me (~~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.

WITNESS my hand and official seal.

Wendy A. Franklin, Notary Public
Signature of Notary Public

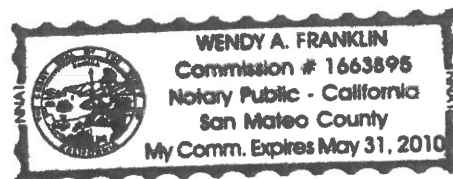


EXHIBIT "A"

Legal Descriptions

PARCEL 1:

Owner: MAHER H NIJEM, RABAH M NIJEM, HAMDI A NIJEM, and HANA H NIJEM

Property: 29 San Francisco Avenue; Assessor's Parcel No. 007-241-010

All that certain land situated in the State of California, County of **San Mateo**, City of **Brisbane**, described as follows:

Lots 31 and 32, in Block 38 as shown on that certain map entitled, "AMENDED MAP OF SUBDIVISION NOS. 1, 2 & 3 OF CITY OF VISITACION, CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California on October 14, 1908 in Book 6 of Maps at Page 45.

PARCEL 2:

Owner: HAMDI A NIJEM and HANA H NIJEM

Property: 90 Santa Clara Street; Assessor's Parcel No. 007-233-220

All that certain land situated in the State of California, County of **San Mateo**, City of **Brisbane**, described as follows:

LOTS 23 AND 24 IN BLOCK 38, AS SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED MAP OF SUBDIVISION ONE, TWO AND THREE OF THE CITY OF VISITACION, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS PER MAP DATED OCTOBER 14, 1908 AND RECORDED IN BOOK 6 OF MAPS AT PAGE 45 RECORDS OF SAN MATEO COUNTY, STATE OF CALIFORNIA.

Recording requested by and
After recording, return to:

City of Brisbane
50 Park Place
Brisbane, CA 94005

No fee required: Government Code,
Section 27383

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT
AND ADDENDUM TO REIMBURSEMENT AGREEMENT**

This First Amendment to Reimbursement Agreement and Addendum to Reimbursement Agreement (“First Amendment”) is made July __, 2025 between the City of Brisbane, a Municipal Corporation (“City”) and Hamdi A. Nijem, Hana H. Nijem, Maher H. Nijem, and Rabah M. Nijem (“Owners”).

Recitals

- A. Owners are respectively the owners of certain real property in the City of Brisbane, County of San Mateo, California, commonly known as 29 San Francisco Avenue, APN 007-241-010 and more particularly described in the attached Exhibit A as Parcel 1.
- B. Owners Hamdi A. Nijem and Hana H. Nijem are the sole owners of certain real property in the City of Brisbane, County of San Mateo, California, commonly known as 90 Santa Clara Street, APN 007-233-220 and more particularly described in the attached Exhibit A as Parcel 2.
- C. Collectively, the properties described in the attached Exhibit A will be referred to as “the Properties”.
- D. In 2007, Owners were constructing on the Properties a single family residence and as a condition for approval of such development the City required Owners to widen and extend Santa Clara Street and San Francisco Avenue (the “Street Improvements”).
- E. As a result of the Street Improvements, the City determined the owner of the property located at 80 Santa Clara Street (APN 007-233-320) would benefit from the Street Improvements (the “Benefitted Property”) since a similar requirement to widen the street would have been imposed on the development of the Benefitted Property.
- F. City and Owners entered in a Reimbursement Agreement, dated May 9, 2007, and recorded on June 19, 2007, Instrument Number 2007-093855, San Mateo County Records, for the purpose of allocating a proportionate share of the cost of the Street Improvements between

the Owners and the owner of the Benefitted Property and providing for a reimbursement to the Owners of such proportionate share from the owner of the Benefitted Property should development of the Benefitted Property occur during the term of the Reimbursement Agreement.

- G. The Reimbursement Agreement has a term of twenty years from May 7, 2007.
- H. Following the construction of the Street Improvements, City certified that the cost of the Street Improvements was \$439,344.25 and determined that 66.7% of the cost (\$293,042.61) is to be allocated to Owners and 33.3% of the cost (\$146,301.64) is to be allocated to the property owner of the Benefitted Property, 80 Santa Clara Street (APN 007-233-230).
- I. The Benefitted Property has not been developed and it is uncertain when such development will occur.
- J. Owners have requested that the Reimbursement Agreement and Addendum to the Reimbursement Agreement be extended for an additional ten years so that Owners would be reimbursed should the Benefitted Property develop after May 2027.
- K. It is fair and equitable to Owners to extend the Reimbursement Agreement and Addendum to the Reimbursement Agreement as requested.

NOW, THEREFORE, it is agreed as follows:

- 1. Section 5 of the Reimbursement Agreement is amended as follows:
 - “5. The Reimbursement Agreement and Addendum to the Reimbursement Agreement shall remain in effect for a period of 30 years from May 9, 2007.”
- 2. In all other respects, the Reimbursement Agreement and Addendum to the Reimbursement Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this First Amendment on the date first written above.

[Signatures on next page]

CITY OF BRISBANE

Jeremy Dennis, City Manager

Approved as to form:

Michael Roush, Legal Counsel

OWNERS

Hamdi A. Nijem

Hana H. Nijem

Maher H. Nijem

Rabah M. Nijem

EXHIBIT "A"

Legal Descriptions

PARCEL 1:

Owner: MAHER H NIJEM, RABAH M NIJEM, HAMDI A NIJEM, and HANA H NIJEM

Property: 29 San Francisco Avenue; Assessor's Parcel No. 007-241-010

All that certain land situated in the State of California, County of **San Mateo**, City of **Brisbane**, described as follows:

Lots 31 and 32, in Block 38 as shown on that certain map entitled, "AMENDED MAP OF SUBDIVISION NOS. 1, 2 & 3 OF CITY OF VISITACION, CALIFORNIA", filed in the office of the County Recorder of San Mateo County, State of California on October 14, 1908 in Book 6 of Maps at Page 45.

PARCEL 2:

Owner: HAMDI A NIJEM and HANA H NIJEM

Property: 90 Santa Clara Street; Assessor's Parcel No. 007-233-220

All that certain land situated in the State of California, County of **San Mateo**, City of **Brisbane**, described as follows:

LOTS 23 AND 24 IN BLOCK 38, AS SHOWN ON THAT CERTAIN MAP ENTITLED "AMENDED MAP OF SUBDIVISION ONE, TWO AND THREE OF THE CITY OF VISITACION, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS PER MAP DATED OCTOBER 14, 1908 AND RECORDED IN BOOK 6 OF MAPS AT PAGE 45 RECORDS OF SAN MATEO COUNTY, STATE OF CALIFORNIA.