

HCP ENDOWMENT FUND COLLECTION AGREEMENT

THIS COLLECTION AGREEMENT, effective as of December 1, 2011, by and between THE CITY OF BRISBANE, a municipal corporation ("City"), the COUNTY OF SAN MATEO ("County"), and TOLL CA XIX, L.P., a California limited partnership ("Toll CA"), is made with reference to the following facts:

A. Toll CA is the successor in interest to BROOKFIELD NORTHEAST RIDGE II, LLC, a Delaware limited liability company ("Brookfield"), the original developer of the residential project situated in the City of Brisbane, County of San Mateo, State of California, commonly known as the Northeast Ridge, to be developed in two phases designated as Unit I and Unit II. Construction of Unit I has been completed by Brookfield.

B. Toll CA purchased from Brookfield all of the property on which Unit II is being constructed and has assumed all of the development rights and obligations of Brookfield with respect to Unit II, pursuant to the terms of that certain Assignment of Entitlements between Brookfield and Toll CA, effective October 7, 2011.

C. Prior to the granting of final subdivision map approval for Unit I, Brookfield entered into a Subdivision Improvement Agreement with City dated May 22, 1995. This Agreement was subsequently modified by a First Amendment dated September 22, 1997, a Second Amendment dated May 15, 2006, and a Third Amendment dated July 23, 2007. Prior to the granting of final subdivision map approval for Unit II, Brookfield and City executed a Fourth Amendment to the Subdivision Improvement Agreement dated October 3, 2011.

D. Section 5 of the Second Amendment to the Subdivision Improvement Agreement required Brookfield to contribute the maximum sum of \$4,000,000.00 to the trustees of the Habitat Conservation Plan ("HCP"), as an endowment fund ("the HCP Endowment") for the preservation and maintenance of the San Bruno Mountain Habitat Conservation Plan area, which is managed by County. Such contribution was allocated in equal amounts to 88 lots, consisting of 11 lots constituting a part of Unit I and 77 lots constituting a part of Unit II, in the amount of \$45,455.00 per lot. Section 3 of the Third Amendment to the Subdivision Improvement Agreement reclassified 6 of the lots in Unit II to Unit I, resulting in 17 lots of Unit I being subject to the contribution for the HCP Endowment and the remaining 71 lots of Unit II being subject to such contribution.

E. Final subdivision map approval was granted by City to Brookfield for the 17 lots in Unit I subject to the HCP Endowment contribution. In accordance with the terms of the Third Amendment to the Subdivision Improvement Agreement, City collected the sum of \$45,455.00 for each of these lots, resulting in a total contribution of \$772,735.00.

E. Section 6 of the Fourth Amendment to the Subdivision Improvement Agreement provides that the HCP Endowment contribution for each of the 71 lots in Unit II

shall be paid as a condition for issuance of a building permit for each lot with respect to which the payment is made.

F. The parties desire to execute this Agreement for the purpose of establishing their respective rights and responsibilities for collection and remittance of the contributions to the HCP Endowment.

NOW, THEREFORE, it is agreed as follows:

1. Toll, CA acknowledges that it has assumed liability for payment of the HCP Endowment contribution for each of the 71 lots in Unit II and that such contribution will be payable upon the filing of an application for a building permit to construct a residence upon the lot for which the payment is being made.

2. City acknowledges that it has collected the sum of \$772,735.00, as contributions to the HCP Endowment made by Brookfield on each of the 17 lots in Unit I for which final subdivision map approval was granted and on which homes have now been constructed. Upon the execution of this Agreement by all of the parties, City shall remit such amount to County for deposit to the HCP Endowment Account established by County in accordance with Section 4 of this Agreement.

3. City agrees to collect the sum of \$45,454.55 for each lot in Unit II at the time an application for building permit is filed for the construction of a home on such lot. The application shall not be deemed complete or processed by City unless such payment has been made in full. Within 10 business days after the end of each calendar quarter, City shall remit to County all HCP Endowment contributions collected by City during the preceding calendar quarter. The remittance shall be made payable to "The San Bruno Mountain Trust Fund," and shall be accompanied by a statement identifying each of the lots for which a contribution has been collected during the preceding quarter. The remittance and statement shall be mailed or delivered to:

San Mateo County Parks Department
Attention: Sam Herzberg, Senior Planner
555 County Center, 5th Floor
Redwood City, CA 94063

Upon transmittal of the remittance and statement to County, City's obligations with respect to the same shall be fully discharged and City shall have no continuing responsibility to ensure the proper deposit or use of the HCP Endowment contributions by the County on behalf of the HCP Trustees.

4. County agrees to establish an HCP Endowment Account into which all HCP contributions shall be deposited. Such account shall be managed and utilized as directed from time to time by the HCP Trustees, consistent with the provisions of the San Bruno Mountain Habitat Conservation Plan and the HCP Agreement, as amended.

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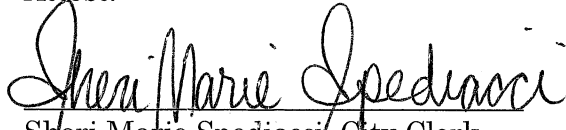
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF BRISBANE

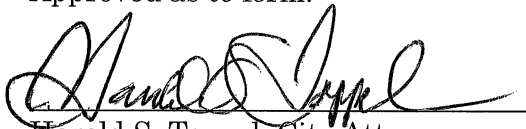
By: _____

Cliff Lentz, Mayor

Attest:


Sheri Marie Spediacci, City Clerk

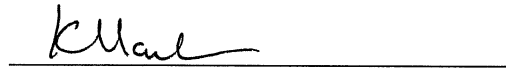
Approved as to form:


Harold S. Toppel, City Attorney

COUNTY OF SAN MATEO

By: _____

Approved as to form:

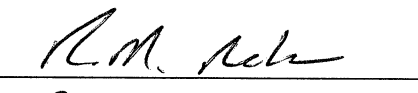

County Counsel

TOLL CA XIX, L.P.

By: TOLL CA GP CORP.

Its: General Partner

By: _____


RICHARD M. NELSON
DIVISION PRESIDENT