

**SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT –
MANAGER OF SOUTH BAYSIDE SYSTEM AUTHORITY**

THIS AGREEMENT ("Agreement") made and entered into as of January 1, 2013 by and between the **SOUTH BAYSIDE SYSTEM AUTHORITY**, a California public entity ("Authority"), and **DANIEL T. CHILD** ("Manager");

WITNESSETH:

WHEREAS, Authority is a public entity established by Joint Exercise of Powers Agreement entered into by and among the Cities of Belmont, San Carlos and Redwood City and the West Bay Sanitary District (formerly, the Menlo Park Sanitary District), California, dated as of November 13, 1975 and thereafter amended (collectively, with amendments, "Joint Powers Agreement"); and

WHEREAS, the Commission of the Authority ("Commission") appointed Daniel T. Child as Manager of the Authority pursuant to Section 3.5 of the Joint Powers Agreement effective April 3, 2006; and

WHEREAS, those certain agreements (collectively, "Prior Agreements") entitled, "Employment Agreement – Manager of South Bayside System Authority," dated as of March 28, 2006, "Amended and Restated Employment Agreement – Manager of South Bayside System Authority," dated as of February 14, 2008, "First Supplemental Agreement to Employment Agreement – Manager of South Bayside System Authority," dated as of September 1, 2009 and "Amendment to First Supplemental Agreement to Employment Agreement – Manager of South Bayside System Authority," dated May 13, 2010 set forth, respectively, the terms and conditions and updated revisions thereto of Manager's employment relationship with Authority; and

WHEREAS, the parties desire to restate, amend and to supersede the Prior Agreements as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants, agreements, and conditions contained herein, the parties hereto agree as follows:

1. Prior Agreements Superseded. The Prior Agreements are hereby restated, amended, superseded and replaced by this Agreement; provided, that provisions in the Prior Agreements that govern corresponding provisions herein prior to the effective

date(s) established herein for such provisions shall remain in effect until their effective date(s) established herein.

2. Manager's Duties and Responsibilities. Manager shall perform the duties, carry out the responsibilities and have the rights and privileges, express and implied, of the Manager of Authority (or "General Manager" or howsoever otherwise designated) pursuant to Section 3.5 of the Joint Powers Agreement as said Section exists upon the date hereof and may during the Term (hereinafter defined) be amended, revised or superseded, and shall perform such other lawful duties and responsibilities consistent with said Section as may from time to time be assigned by the Commission.

3. Employment Date. Manager's employment commenced 12:01 A.M., P.S.T., April 3, 2006 ("Employment Date"). Without limitation, implied or express references herein to time of employment shall be measured from the Employment Date.

4. Term. The initial Term of this Agreement is five (5) years, commencing January 1, 2013 and expiring December 31, 2017. The Term shall be automatically extended for an additional five (5) years commencing January 1, 2018 and expiring December 31, 2022 unless either party gives written notice to the other party on or before June 30, 2018 that the Term shall not be extended. ("Term" as used in this Agreement means, depending upon the context, the initial Term or the extended Term, or both.)

5. Compensation. Manager's salary shall be established by resolution of the Commission in accordance with Section 12 of Resolution No. SBSA 77-6 ("SBSA Personnel Resolution") as from time-to-time amended, subject to adjustments as hereinafter provided. Manager's compensation shall also include the benefits described in Paragraph 6 and the In Lieu Compensation/Rent Equivalent defined and described in Paragraph 12 (Residential Lease).

6. Benefits. Except as otherwise provided herein, Manager shall receive employment benefits including, without limitation, paid administrative leave, health, dental and life insurance, deferred compensation and retirement benefits in accordance with the benefits provided to those officers and employees defined as "Management Employees" in the SBSA Personnel Resolution and as those benefits are provided from time-to-time by resolutions establishing salaries and benefits for said Management Employees adopted pursuant to the SBSA Personnel Resolution. Notwithstanding the foregoing, Manager shall be entitled to the following benefits: (i) six (6) weeks' vacation leave per

year from and after July 1, 2013, the accrual of which, expressed in hours, shall be unlimited; (ii) enrollment in the California Public Employees Retirement System ("PERS") with Manager paying the full amount of the employee's contribution established by PERS, effective January 1, 2013; (iii) PERS retirement benefits that shall be no less favorable than those established by the PERS "2% at 55" Miscellaneous Employee formula with the following additional features: One-Year Final Compensation, Fourth Level Survivor Benefits, and Public Service Credit for Military, Peace Corps, AmeriCorps or Vista Service; (iv) subject to all terms and conditions of any agreement which may be entered into between Authority and any organization or organizations offering life insurance coverage benefits, Authority shall furnish and pay the premiums for general life insurance coverage for Manager, the face amount of which shall be \$250,000; (v) Authority shall pay the full cost (premiums) of all other insurance benefits provided Manager by reference to those provided Management Employees, viz., medical, dental, vision, short or long-term disability and such other insurance coverage as may be provided Management Employees from time-to-time; and (vi) upon retirement from employment with Authority, Manager and his dependents shall be entitled to medical insurance coverage substantially equivalent to the Kaiser Family Coverage in effect upon the date of this Agreement, the premiums for which shall be paid by Authority from and after Manager's said retirement and for the remainder of Manager's life and Manager's spouse's life, whoever shall survive.

7. Vehicle. Effective January 1, 2013 Manager shall have the option of using a passenger vehicle provided by Authority for personal and Authority business or receiving reimbursement for costs incurred by Manager for personal vehicle usage not to exceed \$12,000 per Fiscal Year (July 1 – June 30). If Manager chooses to use a vehicle provided by Authority, Manager shall be responsible for accounting for business and personal usage of the vehicle for income tax purposes in accordance with pertinent federal and state income tax statutes and regulations.

8. Performance Reviews; Compensation Adjustments.

A. **Performance Reviews.** The Commission shall review Manager's job performance annually prior to the close of each Fiscal Year during the Term. The reviews shall not unreasonably be delayed. Manager shall be entitled to participate in all reviews. The reviews shall include consideration by the Commission of adjustments to Manager's

Compensation, but the Commission shall not be obligated to approve an, or any, adjustment. ("Compensation" includes salary, benefits and In Lieu Compensation/Rent Equivalent defined in Paragraph 12.D. under the Lease therein provided]). Adjustments to compensation shall be made by the Commission in open session and appear in the Management Employees' Salary Resolution except with regard to In Lieu Compensation/Rent Equivalent and other benefits provided in this Agreement that differ in amount or kind from those provided other Management Employees.

B. Annual Performance Incentive. Manager shall confer annually with the Commission during or before the month of June to establish annual performance goals effective for the ensuing Fiscal Year during the Term commencing with Fiscal Year 2012 – 2013. Manager shall be entitled to an annual performance incentive payment of not to exceed 10% of Manager's basic annual salary based upon the degree by which Manager has achieved the agreed-upon performance goals for the Fiscal Year under consideration. The incentive payment shall be payable in June upon the Commission's determination of Manager's achievement of the goals.

C. Cost of Living Adjustments. In addition to any compensation adjustment under Subparagraph A. and any performance incentive payment under Subparagraph B., above, commencing with Fiscal Year 2012-13, Manager shall receive an annual cost of living adjustment ("COLA") applied to Manager's base salary (i) equal to the largest COLA percentage salary increase granted to any Authority employee in the same Fiscal Year or (ii) determined with reference to the Consumer Price Index-Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose, California region published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), whichever increase is greater. The "Adjustment Date" shall be July 1 of each Fiscal Year.

For purposes of determining the CPI COLA the salary payable from and after the Adjustment Date shall be set by multiplying the Base Salary (Manager's salary for the Fiscal Year next preceding the Adjustment Date) by a fraction, the numerator of which is the "Adjustment Index" (the CPI published for April immediately preceding the Adjustment Date) and the denominator of which is the "Base Index" (the CPI published for April in the prior year).

CPI Adjustment Formula:

Adjusted Salary (salary for ensuing Fiscal Year) =

Salary for Current Fiscal Year x April CPI for Current Fiscal Year

April CPI for Prior Fiscal Year

In no event shall the adjustment determined by the foregoing formula result in a decrease in salary.

9. Status. Manager shall serve at the pleasure of the Commission, subject to the terms and conditions hereof, and shall not acquire a property interest in employment or a right to continuing employment with Authority. Manager's employment with Authority is expressly limited by, and subject to, the terms and conditions of this Agreement and Manager shall not acquire nor accrue any employment rights or benefits not expressly provided or referenced herein.

10. Termination.

A. Termination Without Cause. Manager may terminate Manager's employment and this Agreement without cause at any time during the initial Term or the extended Term upon giving the Commission not less than sixty (60) days' prior written notice thereof, which notice shall specify the date that Manager has elected to vacate the Office of Manager and cease performing duties as such ("Vacancy Date"); provided, that if no date is so specified, the Vacancy Date shall be sixty (60) days from the date of the notice. Termination without cause by Manager shall not entitle Manager to severance pay or any other form of compensation, benefits or other remuneration except that in effect upon the date of Manager's termination notice and due and payable to the Vacancy Date.

Authority may terminate Manager's employment and this Agreement without cause upon giving Manager written notice thereof, which notice shall specify the Vacancy Date, which shall not exceed thirty (30) days from the date of the notice; provided, that if no date is so specified, the Vacancy Date shall be the date of the notice. In the event of termination without cause, the effective date of termination ("Termination Date") shall be twelve (12) months from the Vacancy Date. From and after the Termination Date all rights and obligations of the parties hereto shall thereupon cease, except as to those which may have accrued or have been incurred prior to the Termination Date or expressly survive termination.

If Authority terminates Manager's employment without cause, Manager shall be compensated for severance pay in the form of paid administrative leave (or such other form as the attorney for the Authority shall approve that provides severance pay

equivalent in value to that herein specified) from and after the Vacancy Date to the Termination Date calculated at Manager's basic salary including benefits (but not including In Lieu Compensation/Rent Equivalent) in effect upon the Vacancy Date. Entitlement to the severance pay shall commence upon the Vacancy Date and shall be payable over the succeeding twelve (12) - month period at the same time as other Management Employees are paid their salaries, less all mandatory payroll deductions. Authority's termination without cause shall not affect Manager's election to retire under PERS and such retirement shall not affect or in any manner decrease Manager's right hereunder to receive severance pay.

B. Termination for Cause. In the event Manager's employment is terminated for cause, Manager shall receive no compensation beyond the date of termination or other compensation except as may be required by law for certain accrued benefits. The provisions of this Paragraph 10.B. shall not be deemed a limitation upon termination for cause or upon such other rights or remedies of the parties which may accrue to them, respectively. "Cause" in the context of termination of employment means gross negligence, gross insubordination, conviction of a felony, conduct unbecoming employment with the Authority, professional misconduct that reflects adversely upon the Authority or a material breach of the terms, conditions and covenants of this Agreement, including, without limitation, the lease granted under Paragraph 12.

C. Abuse of Manager's Position. Irrespective of the Term of this Agreement and whether Manager's employment is terminated without cause or for cause and subsequently Manager is convicted of a crime involving an abuse of his position as Manager of the Authority as defined in Government Code Section 53243.4, Manager shall fully reimburse Authority for any cash settlement related to the termination, including, without limitation, paid administrative leave or such other form that provides severance pay equivalent in value to that herein specified.

11. Outside Activities. Manager's employment hereunder shall be Manager's sole and full-time employment. However, in light of the indirect benefits to Authority and the communities comprising Authority's service area through participation in activities not necessarily directly related to employment, Manager may elect to accept limited teaching, consulting or other business opportunities; provided, that such activities shall not interfere with Manager's responsibilities and obligations as Manager of the Authority and do not

constitute a conflict of interest therewith. Manager shall keep the Commission informed of such activities.

12. Residential Lease.

A. Leased Premises. The parties acknowledge that pursuant to that certain agreement entitled, "First Supplemental Agreement to Employment Agreement – Manager of South Bayside System Authority," made and entered into as of September 1, 2009, Authority purchased residential property located at 379 Greendale Way, Redwood City, California, more particularly described in Exhibit "A" hereof and incorporated herein and leased the Residence to Manager. ("Residence," as used herein includes the real property and the improvements and fixtures therein and thereon). The provisions of this Paragraph 12 shall, and do hereby, supersede and replace the aforesaid lease.

B. Lease. Subject to the terms and conditions hereof, Authority does hereby lease, let and demise the Residence to Manager and Manager does hereby lease, hire and take the Residence from Authority.

C. Term. The Term of the lease ("Lease Term") shall be deemed to have commenced upon January 1, 2013 and shall expire upon Manager's termination of employment with Authority, irrespective of whether such termination is with or without cause; provided, that the initial Lease Term shall expire December 31, 2017; provided further, that if not sooner terminated, the initial Lease Term shall automatically be extended for an additional five (5) years expiring December 31, 2022, the intent of the parties is that the Lease Term shall run concurrently with Manager's employment with Authority. Upon expiration of the initial or extended Lease Term, or earlier termination of this Lease, or upon Manager's termination of employment for any reason, Manager's tenancy hereunder shall be on a month-to-month basis, not to exceed six (6) successive months on the same terms and conditions except as to the Lease Term.

D. Rent Equivalent. Rent payable to Authority by Manager hereunder shall be in the form of a rent equivalent expressed as "In Lieu Compensation/Rent Equivalent" equal to the amount that Authority's Commission has approved as an increment of compensation for Manager, which amount shall be credited monthly to Manager as rental for the Residence. Manager acknowledges and agrees that In Lieu Compensation/Rent Equivalent represents income in lieu of salary or other form of compensation. From and after January 1, 2013 the monthly In lieu Compensation/Rent Equivalent shall be, and is,

\$1,500.00, which amount shall remain in effect unless adjusted pursuant to Paragraph 8 of this Agreement.

E. Use. The Residence shall be used and occupied by Manager and his immediate family as Manager's principal residence and domicile. Manager shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Residence.

F. Condition of Residence. Manager acknowledges and warrants that, by continuing to reside in the Residence under this Lease, Manager is fully aware of the condition of the Residence and that it is in good order and repair and in a safe, clean and tenantable condition. Manager, having examined the Residence and continuing to reside therein, further warrants that, to the best of Manager's knowledge, the Residence has no structural defects or other deficiencies that require repairs, remodeling, replacement or refurbishing for which Authority, upon the date of this Agreement and upon the commencement of the Lease Term, would be responsible.

G. Maintenance. Authority shall be responsible for maintenance of the Residence. Except for emergency situations, Manager shall seek Commission approval for Authority's expenditures in excess of \$2,500.00 for any repair or maintenance item. Manager shall inform the Commission of any necessary maintenance due to normal wear and tear or other maintenance requirements as they occur for which Authority is obligated to pay. Manager shall be fully responsible for, and pay the full cost of, any maintenance, repairs, remodeling, or other work above and beyond that necessitated by normal wear and tear, or caused by Manager's or Manager's dependants' sole negligence, willful misconduct or intentional abuse of the Residence.

H. Utilities. Authority shall be responsible for, and pay, utility services provided for the Residence including electricity, water, heat and refuse collection. Manager agrees not to use any heaters, fixtures, or appliances drawing excessive current without consent of Authority.

I. Insurance. Manager shall obtain and maintain, so long as this Lease shall remain in effect, tenant's insurance providing coverage against personal liability, premises medical coverage, additional living expense, and personal property (contents) coverage and including property coverage for improvements made by or for Manager, with limits of not less than \$1,000,000.00 for personal liability and premises medical coverage and

\$500,000.00 for property coverage. Said insurance shall name Authority, its member agencies and the respective governing bodies, officers, employees, agents and consultants of Authority and its member agencies as additional insureds. The insurance shall be subject to approval of Authority's attorney as to form.

Authority shall obtain and maintain owner's or landlord's insurance for the Residence in coverage and amount(s), or by self-insurance, as Authority shall determine.

J. Indemnification. Authority shall not be liable for any damage or injury (including loss of life) to Manager, Manager's family, guests, invitees, agents or employees, or to any person entering the Residence, or to goods or equipment in or on the Residence, or to any improvements, fixtures, accessories and appurtenances thereto; and Manager hereby agrees to indemnify, defend and hold Authority, its governing Commission, officers, employees, agents and consultants and Authority's member agencies and their respective governing bodies, officers, employees, agents and consultants (collectively, "Indemnitees"), harmless from any and all claims, actions or assertions of every kind and nature, arising out of or related to this Lease or Manager's occupancy or possession of the Residence, except claims, actions or assertions arising from the sole negligence or willful misconduct of Indemnitees.

K. Default. Upon failure of Manager to comply with any of the material provisions of this Lease, other than the covenant to pay rent, or failure to comply with any duties imposed on Manager as lessee by statute (collectively, "Default") within ten (10) days after written notice to Manager by Authority specifying the Default and giving notice of intention of Authority to terminate this Lease by reason thereof, Authority may terminate this Lease and also may pursue any other remedy provided by law. Manager's Default under this Lease shall be grounds for termination of employment with Authority for cause.

L. Abandonment. If at any time during the Lease Term Manager abandons the Residence or any part thereof, this Lease shall terminate and Authority may reenter and obtain possession of the Residence or otherwise obtain possession of the Residence in the manner provided by law, and without becoming liable to Manager for damages or for payment of any kind. Upon abandonment of the Residence by Manager and reentry and possession thereof by Authority, any personal property belonging to Manager left in or on the premises shall be deemed also to have been abandoned, in which case Authority may

dispose of all such personal property in any manner Authority shall deem proper without any liability for doing so.

M. Non-waiver. The waiver, election or non-election by Authority of any provision, remedy or right of Authority under this Lease shall not be deemed a continuing waiver and shall not relieve Manager of Manager's duties and liabilities hereunder.

N. Provisions Survive. The provisions of this Lease shall survive termination or other cessation of Manager's employment with Authority and termination of the Agreement containing this Lease to the extent necessary to effectuate the purposes of the Lease provisions contained herein.

O. Successors. The provisions of this Paragraph 12 of the Agreement shall be binding upon and inure to the benefit of the successors, administrators, executors and assigns of the parties.

13. Appreciated Value of Residence. The parties agree that Manager may acquire an interest in the appreciated value of the Residence as such value may appear and increase over such time as Manager is employed by Authority or upon expiration of the Lease Term, whichever sooner occurs; provided, that if Manager's employment is terminated for cause, Manager shall acquire no interest and shall have not acquired any interest in the appreciated value. The appreciated value of the Residence shall be that increment of the fair market value of the Residence above the original purchase price, viz., \$2,540,000, as said value may increase from and after title was acquired by Authority. The fair market value shall be determined by the sale price of the Residence or, if no sale occurs within one (1) year after Manager's cessation of employment, by an appraisal prepared at Authority's cost by an expert professional real property appraiser selected by Authority.

Manager's interest in the appreciated value shall be a function of his years of employment with the Authority measured from Manager's Employment Date (April 3, 2006) as follows:

<u>Years Employed</u>	<u>Percentage Acquired</u>
0-6	0%
7	21%, interest acquired upon the first day of the 7 th year of employment
8-10	3% per year additional interest
11-15	4% per year additional interest
16 and above	0%

Pursuant to the above schedule, Manager shall acquire no more than, and the maximum interest that Manager may acquire shall be, 50%. If Manager's employment ceases prior to completion of fifteen (15) years for any reason other than termination for cause, Manager's share of the appreciated value shall be determined in accordance with the above schedule; provided, that if said interest so determined is less than 25%, Manager's interest shall be 25%, to the effect that the minimum interest acquired shall be 25%. Payment to Manager of Manager's interest in the value of the Residence shall be made through escrow upon sale of the Residence. If the fair market value of the Residence at the time Manager's employment ceases is equal to or less than its purchase price no apportionment of value shall occur and Authority shall bear the burden of the equivalency or decline in value.

14. Non-Assignability. Manager shall not sub-contract, assign, sell, mortgage, hypothecate, or otherwise transfer Manager's interests, rights, duties or obligations hereunder in any manner without the express prior written consent of Authority.

15. Amendments; Supplements. The provisions of this Agreement may be amended or supplemented by written agreement approved in the same manner as the initial Agreement.

16. Governmental Enactments. If, in any year of the Term, federal or State of California statutory or regulatory provisions are enacted that significantly affect the rights or obligations of one or both parties to this Agreement, either party may notify the other party in writing thereof and the parties shall thereupon confer regarding an amendment or amendments to this Agreement necessary to address such occurrence in an equitable manner. The provisions of this Paragraph shall not be invoked more than once in any given Fiscal Year.

17. Notices. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed,

in the case of Manager to:

Daniel T. Child
South Bayside System Authority
1400 Radio Road

Redwood City, CA 94065

and

Daniel T. Child
379 Greendale Way
Redwood City, CA 94062

In the case of Authority to:

Chair, Commission of South Bayside System Authority
1400 Radio Road
Redwood City, CA 94065

and

To the address on file with Authority of the person serving as
Chair of the Commission as of the date of the notice.

18. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties regarding said subject.


19. Captions. Paragraph and subparagraph headings used in this Agreement are for convenience only, are not part of this Agreement and shall not be used in construing this Agreement.


20. Governing Law. This Agreement shall be construed in accordance with, and the performance of the parties governed by, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

(Signatures on following page)

SOUTH BAYSIDE SYSTEM AUTHORITY, a
California public entity

By: 
Jeff Ira, Chair
Commission of South Bayside System
Authority

Attest:
By: 
Robert Grassilli, Secretary
South Bayside System Authority

MANAGER

By: 
Daniel T. Child

EXHIBIT "A"

THE LAND DESCRIBED HEREINBELOW IS SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Lot 1 in Block 9, as shown on that certain map entitled, "Fairways of Emerald Lake Subdivision One", filed in the office of the County Recorder of San Mateo County, State of California, on May 19, 1925 in Book 12 of Maps at pages 32 to 34.

Parcel Two:

Lot 2 in Block 9, as shown on that certain map entitled, "Fairways of Emerald Lake Subdivision One", filed in the office of the County Recorder of San Mateo County, State of California, on May 19, 1925 in Book 12 of Maps at pages 32 to 34.

Parcel Three:

Lot 3, Block 9, as shown on that certain map entitled, "Fairways of Emerald Lake Subdivision One", filed in the office of the County Recorder of San Mateo County, State of California, on May 19, 1925 in Book 12 of Maps, at pages 32 to 34.

Parcel Four:

Lot 19, Block 201, as shown on that certain map entitled "Fairways of Emerald Lake Subdivision Two", filed in the office of the County Recorder of San Mateo County, State of California, on September 24, 1925 in Book 12 of Maps, at pages 59 to 61.

Parcel Five:

Lot 18, Block 201, as shown on that certain map entitled, "Fairways of Emerald Lake Subdivision Two", filed in the office of the County recorder of San Mateo County, State of California, on September 24, 1925 in Book 12 of Maps, at pages 59 to 61.

Parcel Six:

Beginning at the Northeasterly corner of Lot 15 in Block 201, as shown on that certain map entitled, "Fairways of Emerald Lake Subdivision Two", filed in the office of the County Recorder of San Mateo County, State of California, on September 24, 1925 in Book 12 of Maps at pages 59 to 61, said point also being the most Southerly corner of lands described in deed to Melvin L. Kusmaul, recorded November 23, 1940 in Book 932 of Official Records, at page 60; thence from the point of beginning Easterly along the Southerly line of lands of Kusmaul above referred to, 285 feet, more or less to a point on the Northwesterly prolongation of the Northeasterly line of a 10 foot lane, which lane is Northeasterly of and adjacent to Block 7 and 8, as shown on that certain Map entitled, "Fairways of Emerald Lake Subdivision One", filed in the office of the County recorder of San Mateo County, State of California, on May 19, 1925 in Book 12 of Maps at pages 32

to 34; thence South 55° 55' East along said Northwesterly prolongation, 330 feet to the Northwesterly termination of said 10 foot lane, as shown on the above mentioned Map of Fairways of Emerald lake Subdivision One; thence Westerly along the said Northwesterly termination line on the arc of a curve to the left, having a radius of 50 feet to the intersection of the Northwesterly termination of the Southwesterly line of the before mentioned 10 foot lane with the Northeasterly line of Greendale Way, as shown on said map of Fairways of Emerald Lake Subdivision One; thence along said Northeasterly line, the following courses and distances on the arc of a curve to the right, having a radius of 134.63 feet, a distance of 67.01 feet; thence North 49° 33' West 61.70 feet; thence on the arc of a curve to the left having a radius of 102.06 feet, a distance of 85.45 feet; thence South 82° 28' 30" West 47.57 feet; thence on the arc of a curve to the left; having a radius of 156.0 feet, a distance of 22.74 feet; thence South 74° 07' 30" West 43.63 feet; thence Westerly along the arc of a curve to the left, having a radius of 30 feet to the Northeasterly line of Lot 19 in Block 201, Fairways of Emerald Lake Subdivision Two above referred to; thence leaving said line to Greendale Way, Northwesterly along the Northeasterly line of Lots 19, 18, 17 and 16 all in said Block 201, North 60° 55' 10" West 137.87 feet, and North 28° 51' 20" West 55.95 feet to the Northeasterly corner of Lot 15, to the point of beginning.

APN: 057-133-010, 020, 030, 040, 050, 080

