

## FIRST AMENDMENT TO TRI-PARTY IMPLEMENTATION AGREEMENT

This FIRST AMENDMENT TO TRI-PARTY IMPLEMENTATION AGREEMENT (“**First Amendment**”), to be effective as of April <sup>May 4</sup>, 2022 (“**Amendment Date**”), is entered into by and among the COUNTY OF SAN MATEO, a political subdivision of the State of California (“**County**”), the CITY OF REDWOOD CITY, a charter city and municipal corporation (“**City**”), and 1548 MAPLE, LLC, a Delaware limited liability company (“**Developer**”), each individually a “**Party**” and collectively, the “**Parties.**”

### *RECITALS*

A. County, City, and Developer are parties to a Tri-Party Implementation Agreement dated January 28, 2022 (“**Agreement**”) that provides, among other things, for County’s grant to City and its permitted sublicensees the right to exclusive use of two hundred thirty-five (235) parking spaces on the fourth and fifth floors of County Parking Structure No. 1, located at 400 Middlefield Road, Redwood City, California.

B. The Parties desire to amend the Agreement to increase the number and change the location of the garage parking spaces to be made available to City and its permitted sublicensees and provide for County’s installation of a key card lockbox at the entrance to the garage as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is hereby amended as follows:

### *AGREEMENTS*

1. Recitals; Capitalized Terms. The foregoing recitals are incorporated by reference into this First Amendment. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Agreement.

2. Garage License and Garage License Area. Subsection 11.b of the Agreement is hereby deleted and replaced by the following (deletions shown in ~~strikeout~~; additions shown as double underlined):

“b. **Garage License.** In consideration of City’s various performances under this Tri-Party Implementation Agreement and other related agreements, commencing January 31, 2022, County hereby allows the exclusive use by City, and City hereby accepts exclusive use from County, ~~two hundred thirty-five (235)~~ two hundred thirty-eight (238) specifically designated parking spaces located on the ~~fourth~~ third and fifth floors of County Parking Structure No. 1, 400 Middlefield Road, Redwood City, California, representing a portion of APN 052-341-250 as depicted in Exhibit G attached hereto (“**Garage License Area**”) for the purpose of parking cars and light trucks awaiting retail sale (as further provided in this Section 11.b, “**Garage License**”). This Garage License shall continue until terminated by the expiration of 60 days from delivery of a written notice by County to City of the County’s intention to terminate the Garage License, which County may deliver at any time from and after January 31, 2023. No modifications may be made to the

Garage License Area. City may sublicense its right to use the Garage License Area to auto dealerships with business premises in Redwood City. County, at its expense, shall install a lockbox at a mutually agreeable location near the entrance of the garage for exclusive use of City and its sublicensees and its and their permittees, including for purposes of storing garage entry key card(s) for use by car carrier delivery drivers delivering new car inventory during non-business hours. City shall at all times relieve, indemnify, protect and hold harmless, County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from the use or occupation of the Garage License Area; the acts or omissions of City, its officers, agents, employees, servants, invitees or permittees; or the failure of City, its officers, agents, employees, servants, invitees or permittees, to observe or abide by any of the terms, covenants and conditions of this Section 11.b or any applicable federal, state, county or municipal law, rule, or regulation, brought for, or on account of, any of the following resulting from the use or occupation of the Garage License Area: (a.) injuries to or death of any person, including City employees, officers, agents, invitees or permittees; or (b.) damage to any property of any kind whatsoever and to whomsoever belonging; or (c.) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants, resulting from injury, death or damage included within subclauses (a.) or (b.) above. However, City's duty to indemnify and save harmless under this Section 11.b shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of City to relieve, indemnify, protect and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code. If, during the term of this Agreement, the Garage License Area, or any portion thereof or improvements thereon are damaged or destroyed by any cause attributable to acts or omissions of City or its permittees or licensees, City shall promptly repair the damage and restore the damaged area and improvements, without cost to County to at least the same condition that existed before the damage or destruction, regardless of whether any insurance proceeds paid for the damage or destruction are sufficient to cover the entire cost of repair or restoration. The parties agree the spaces have a value of \$100 per space per month whether occupied or not. However, no rent shall be paid by City for the use of such spaces.”

3. Exhibit G. Exhibit G (Depiction of Garage License Area) attached hereto is hereby added to the Agreement.

4. Ratification. The Agreement as amended by this First Amendment is hereby ratified, confirmed and approved in all respects. In the event of any inconsistency between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall govern.

5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and when taken together they shall constitute one and the same agreement.

6. Electronic Signature. Electronic signatures may be used in place of original signatures on this First Amendment. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this First Amendment based on the use of an electronic signature. All Parties must sign the document electronically.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by the respective authorized officers as set forth below to be effective as of the Amendment Date.

**“DEVELOPER”**

**1548 MAPLE, LLC**, a Delaware limited liability company

By: *James Williams*  
James Williams (Apr 27, 2022 08:51 EDT)  
James Williams, Vice President

**“COUNTY”**

**COUNTY OF SAN MATEO**

By: *Mike Callagy*  
Mike Callagy (May 3, 2022 20:43 PDT)  
Mike Callagy, County Manager

**“CITY”**

**CITY OF REDWOOD CITY**

By: *Melina Stevenson Diaz*  
Melissa Stevenson Diaz, City Manager

# EXHIBIT G DEPICTION OF GARAGE LICENSE AREA

