

**FOURTH AMENDMENT TO
DOCKTOWN LANDSIDE LICENSE AGREEMENT**

This Fourth Amendment to Docktown Landside License Agreement (“Fourth Amendment”) is dated as of September 1, 2023 (“Amendment Commencement Date”), is made by and between City of Redwood City, a charter city and municipal corporation (“City”), and 1548 Maple, LLC, a Delaware limited liability company, (“Owner”).

RECITALS

A. Owner and City entered into that certain Docktown Landside License Agreement, dated October 2, 2018, for a month-to-month license expiring thirty (30) days after Owner’s written notice to City of termination but in no event later than January 1, 2020 (“Original Agreement”).

B. Owner and City entered into First Amendment to Docktown Landside License Agreement (“First Amendment”) dated January 6, 2020, extending the month-to-month license agreement to January 1, 2021.

C. Owner and City entered into that Second Amendment to Docktown Landside License Agreement (“Second Amendment”) dated December 7, 2020, extending the month-to-month license agreement to January 1, 2022.

D. Owner and City entered into that Third Amendment to Docktown Landside License Agreement (“Third Amendment”) dated March 31, 2022, extending the month-to-month license agreement to January 1, 2023, and making certain modifications to the Temporary Bike and Pedestrian Access and the Premises. The Original Agreement, the First Amendment, Second Amendment, and Third Amendment are collectively referred to as the “Agreement”.

E. Owner and City did not enter a formal amendment to the Agreement prior to the Agreement’s January 1, 2023, outside date. To reduce the potential need for further amendments to the Agreement, Owner and City desire to ratify the Agreement and to continue its term on a month-to-month basis without an outside date.

F. Owner and City now desire to enter into this Fourth Amendment to ratify the Agreement and extend the license Term for the Remaining Premises. Capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and City hereby agree as follows:

1. Ratification. Except as modified in this Fourth Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed and have been, are, and shall remain in full force and effect in accordance with the terms of the Agreement and this Fourth Amendment. The parties agree that the terms of the Agreement control the period between January 1, 2023, and Amendment Commencement Date. City agrees to pay Owner the sum of the license fees described in paragraph 4 of the Agreement for the months beginning January 2023 through the month of the Amendment Commencement Date within thirty (30) days after the Amendment Commencement Date.

2. Extension of Term. The Term of the Agreement as set forth in Section 5 thereof is hereby extended for the Remaining Premises as a month-to-month license expiring thirty (30) days after Owner's written notice to City of termination with no outside date.

3. Electronic Signatures. If both Owner and City agree, electronic signatures may be used in place of original signatures on this Third Amendment. Owner and City intend to be bound by the signatures on the electronic document, is aware that the other party will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Third Amendment based on the use of an electronic signature. After Owner and City agree to the use of electronic signatures, Owner and City must each sign the document electronically.

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

OWNER:

1548 MAPLE, LLC,
a Delaware limited liability company

By: James Williams
James Williams (Aug 29, 2023 12:45 EDT)

Title: Vice President

CITY:

CITY OF REDWOOD CITY,
a municipal corporation

By: Melina Stevenson Diaz
Melissa Stevenson Diaz, City Manager

ATTEST:

By:

J Castro
Yessika Castro, Interim City Clerk