

2023-065045

10:03 am 12/08/2023 DR Fee: NO FEE

Count of Pages 7

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

The City of Redwood City  
1017 Middlefield Road  
Redwood City, CA 94063  
Attention: City Clerk

APN: 052-010-150

SPACE ABOVE THIS LINE FOR  
RECORDER'S USE  
EXEMPT FROM RECORDING  
FEES PURSUANT TO CA GOV.  
CODE § 27380

**DEED RESTRICTION  
DECLARATION OF RESTRICTIVE COVENANTS FOR URBAN LOT SPLIT**

This declaration of restrictive covenants for urban lot split ("Declaration") is executed on 6<sup>th</sup> day of DECEMBER, 2023 by Robert M. Stafford, as Trustee of the Robert M. Stafford 2018 Revocable Trust dated January 28, 2018 ("Declarant").

7

**RECITALS**

WHEREAS, Declarant is the present owner of that certain real property located at 850 Edgewood Road, in the City of Redwood City, County of San Mateo, State of California, which is further described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Government Code section 66411.7 authorizes division of land, ministerially, where such division meets the requirements set forth in Section 66411.7 of the Government Code; and

WHEREAS, the City approved the Declarant's application for a parcel map for an urban lot split at the Property, subject to the terms and conditions of Redwood City Municipal Code ("City Code") Section 30.30 and California Government Code ("Gov't Code") Section 66411.7 (the "Ministerial Approval"); and

WHEREAS, this Declaration is being recorded in compliance with City Code Section 30.30 and Gov't Code Section 66411.7; and

WHEREAS, this Declaration is the covenant recorded to satisfy the requirements of the Ministerial Approval.

NOW, THEREFORE, in consideration of the benefits received by the Declarant and the public purposes served by City Code Section 30.30 and Gov't Code Section 66411.7, the Declarant declares as follows:

- A. Incorporation of Recitals. The foregoing recitals are incorporated into this Declaration by reference and made part of this Declaration.
- B. Agreement to Comply with Restrictions. In satisfaction of the Ministerial Approval conditions, the Declarant hereby accepts the obligation to notice all future buyers and successors in interest of all conditions which apply to the Property.
- C. No Further Subdivision under City Code Section 30.30 or Gov't Code Section 66411.7. The Property may not be further subdivided under the procedures outlined in City Code Section 30.30 and Gov't Code Section 66411.7 or successor provisions.
- D. Residential Uses Only. The Property shall be used for residential purposes only.
- E. Short-Term Rentals Prohibited. Any dwelling unit on the Property may only be rented or leased for a period longer than thirty (30) days.
- F. Conformance with Code. Except as otherwise required by State law, development of the Property is limited to residential units and subject to the City's Zoning and Municipal Code regulations set forth in City Code Section 30.30, and Zoning Code Section 5.10. Because the restrictions contained in this Declaration memorialize a land use approval pursuant to the City Code, the Ministerial Approval conditions shall continue to apply to the Property, even if this Declaration is terminated or removed from title following a foreclosure.
- G. Cooperation Required. The Declarant agrees to fully cooperate with the City in promptly providing all information requested by the City to assist the City in monitoring Declarant's compliance with this Declaration.
- H. Rights Appurtenant. The City and the Declarant hereby declare their express intent that the covenants and restrictions of this Declaration shall run with the land, and shall pass to and be binding upon all parties having any interest in the Property, including all successors in title to the Property. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Property or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Declaration regardless of whether the other party or parties to such contract have actual knowledge of this Declaration.
- I. Enforcement. Any violation of this deed restriction is a violation of City Code Section 30.30. The City may enforce any violation of this deed restriction and enforce the provisions hereof through any proceedings at law or in equity.
- J. No Waiver. No delay or omission in the exercise of any right or remedy of City upon any default by Declarant shall impair such right or remedy or be construed as a waiver. The City's failure to insist in any one or more instance upon the strict observance of the terms of this Declaration shall not be considered a waiver of the City's right thereafter to enforce the provisions of the Declaration. The City shall not waive its rights to enforce any provision of this Declaration unless it does so in writing, signed by an authorized agent of the City.
- K. Amendments in Writing. This Declaration may not be amended except by a written agreement executed by City and Declarant.

L. City Approval. The City Manager or designee is authorized on behalf of the City to deliver any approvals or consents that this Declaration requires.

M. Notice. All notices required under this Declaration shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt as follows:

**To the Declarant:**

Robert M. Stafford  
850 Edgewood Road  
Redwood City, CA 94062

**To the City of Redwood City:**

City of Redwood City  
Attn: Community Development and Transportation Director  
1017 Middlefield Road,  
Redwood City, CA 94063

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

N. Severability. If any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Declaration, and this Declaration shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

O. Recordation. This Declaration shall be recorded in the San Mateo County Recorder's Office.

**[Signature page follows.]**

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

**City of Redwood City**

By: James O'Connell  
Name: James O'Connell  
Title: Acting City Engineer

*[Signature must be notarized]*

**Declarant:**

By: R. M. Stafford

Name: Robert M. Stafford  
Trustee of the Robert M. Stafford 2018 Revocable Trust dated January 28, 2018

*Sign as appears on deed*  
*[Signature must be notarized]*

PLEASE SEE ATTACHED  
ACKNOWLEDGEMENT  
FROM NOTARY PUBLIC

PLEASE SEE ATTACHED  
ACKNOWLEDGEMENT/JURAT  
FROM NOTARY PUBLIC

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Mateo)

On 11/30/2023 before me, Jason Javier Escobedo, Notary Public  
(insert name and title of the officer)

personally appeared Robert M. Stafford,  
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 \_\_\_\_\_ (Seal)



SHED  
/JURAT  
BLIC

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

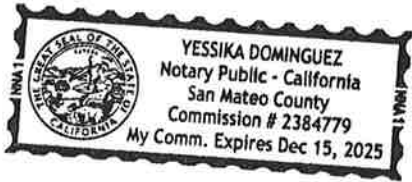
State of California

County of SAN MATEO

On DECEMBER 6, 2023 before me, YESSIKA DOMINGUEZ NOTARY PUBLIC

personally appeared JAMES O'CONNELL  
Date Here Insert Name and Title of the Officer  
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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 052-010-150**

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 102, IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS DESIGNATED ON THE MAP ENTITLED "MAP OF WELLESLEY PARK, SAN MATEO CO., CAL.", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON NOVEMBER 26, 1888 IN BOOK "B" OF MAPS AT PAGE 37, AND A COPY ENTERED IN BOOK 1 OF MAPS AT PAGE 77.

JPN 052-001-010-15