

2015-119748

11:56 am 11/13/15 ES AG Fee: 111.00

Count of Pages 28

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
Attn: City Manager

[Fee Exempt - Gov't Code § 27383]

(Space above for Recorder's Use)

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ 0 ;
CITY TRANSFER TAX \$ 0 ;
SURVEY MONUMENT FEE \$ 0

-] computed on the consideration or full value of property conveyed, OR
-] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
-] unincorporated area;] City of Redwood City, and

**GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING AND
MAINTENANCE AGREEMENT**

between

THE CITY OF REDWOOD CITY
a charter city and California municipal corporation

and

HAMILTON & WINSLOW PROPERTIES, LLC
a California limited liability company

[Dated as of November 3, 2015 for reference purposes only]

ATTY/AGR/2015.146.3/HAMILTON-GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING & MAINTENANCE AGR
REV: 10-14-15 VR

THIS GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING AND MAINTENANCE AGREEMENT ("Parking Agreement") is dated for reference purposes only as of ~~November 3, 2015~~ and made and entered into by and between the CITY OF REDWOOD CITY, a charter city and California municipal corporation ("City") and HAMILTON & WINSLOW PROPERTIES, LLC, a California limited liability company ("Developer").

RECITALS

A. City and Developer have entered into a Disposition and Development Agreement, dated ~~November 3, 2015~~ September 3, 2015, (the "DDA") pursuant to which City agreed to convey certain interests in real property to facilitate the development by Developer of its real property generally located on the north side of Winslow Street between Hamilton Street and Middlefield Road/Theatre Way (the "Developer Property"). Developer's Project would also allow City to realize certain goals and objectives of the Downtown Precise Plan as set forth herein.

B. Pursuant to the DDA, the City will convey to Developer easements beneath Hamilton Street and Middlefield Road (the "Public Access Parcels") and title to a Sliver Parcel (as defined in the DDA). The Developer Property, the easement interests conveyed herein to the Public Access Parcels, and the Sliver Parcel comprise the Site (the "Site").

C. As more particularly set forth in the DDA, the Project to be developed on the Developer Property and Sliver Parcel consists of a mixed-use office/retail-commercial project (the "Office Building") with a two-level underground parking garage (the "Hamilton Garage") to be constructed on the Developer Property, beneath the Office Building, and in the Public Access Parcels.

D. City owns that certain two-level underground public garage located at 825 Middlefield Road/Theatre Way (the "Jefferson Garage") which is used primarily by patrons of the adjacent Retail/Cinema development, and the Winslow Parcel, located on the west side of Hamilton Street across from the Developer Property (the "Winslow Parcel"). City intends that future development on the Winslow Parcel will include an underground parking garage (the "Winslow Garage") capable of being connected to the Hamilton Garage.

E. The City and Developer desire to enter into this Grant of Easements and Reciprocal Access, Parking and Maintenance Agreement to set forth with specificity the accessibility and parking obligations applicable to the Hamilton Garage to help assure that there will be parking that supports both the Office Building and downtown retail patrons and to improve the flow of traffic in the City's downtown area.

ARTICLE 1

PARTIES; EFFECTIVE DATE

1.1 Incorporation of Recitals. The City and Developer agree that all of the above recitals are true and correct and are hereby incorporated into this Parking Agreement.

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1.2 Effective Date of Agreement. This Parking Agreement is dated as of November 3, 2013, for reference purposes only. This Agreement will become effective upon execution by the parties ("Effective Date").

1.3 Parties to Agreement.

1.3.1 The City. The address of the City is 1017 Middlefield Road, Redwood City, CA 94063; Attention: City Manager.

All of the terms, covenants and conditions of this Parking Agreement shall be binding on and shall inure to the benefit of the City and its successors and assigns, subject to the provisions of Section 3.14 hereof. Wherever the term, "City" is used herein, such term shall include any assignee or successor of City.

1.3.2 The Developer. The Developer is Hamilton & Winslow Properties, LLC, a California limited liability company. The address of the Developer for purposes of this Agreement is 2055 Woodside Road, Suite 250, Redwood City, CA 94061; Attention: Rob Dean.

All of the terms, covenants and conditions of this Parking Agreement shall be binding on and shall inure to the benefit of the Developer and its nominees, successors and assigns. Wherever the term "Developer" is used herein or therein, such term shall include any nominee, assignee or successor of the Developer.

1.3.3 The City and Developer are sometimes individually referred to as "**Party**" and collectively as "**Parties.**"

ARTICLE 2

GRANT OF EASEMENTS

2.1 City Grant of Easements in Public Access Parcels. The City hereby grants to Developer an exclusive easement in that certain real property referred to herein as "**Public Access Parcel #1**" and "**Public Access Parcel #2.**" ("Public Access Parcel #1 and Public Access Parcel #2 are referred to collectively herein as the "**Public Access Parcels.**") Public Access Parcel #1 is described in Exhibit A-1 and shown on the plat map attached hereto as Exhibit A-2. Public Access Parcel #2 is described in Exhibit A-3 and shown on the plat map attached hereto as Exhibit A-4. Exhibits A-1, A-2, A-3 and A-4 are hereby incorporated herein by reference. The Public Access Parcels are being granted for the benefit of Developer for the purpose of constructing, operating and maintaining a portion of a two-level underground garage and enabling the provision of a vehicular passageway on both levels from the Jefferson Garage through the Hamilton Garage to its exit and from the future Winslow Garage through the Hamilton Garage to its exit. This easement shall be an easement and shall be enforceable as a covenant running with the land and an equitable servitude upon the lands overlying the Hamilton Garage, binding upon said lands, each person having or acquiring any right title or interest in said lands or any part thereof, or any improvements thereon, and upon their respective successors and assigns, and shall run for the benefit of the Developer and its successors and assigns owning or operating the Hamilton Garage.

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2.2 Developer Grant of Parking and Access Easement in Hamilton Garage. The Developer hereby grants to City, for the benefit of City, non-exclusive easements for pedestrian and vehicular ingress and egress and parking in, on, under and through the Hamilton Garage upon its completion (the "Hamilton Easement"). A legal description of the Hamilton Garage is attached hereto as Exhibit B and incorporated herein by reference. The Hamilton Easement shall be an easement and shall be enforceable as a covenant running with the land and an equitable servitude upon the Site, binding upon the Site, each person having or acquiring any right, title, or interest in the Site or any part thereof, or any improvements thereon, and upon their respective successors and assigns, and shall run for the benefit of the City and its successors and assigns owning or operating the Jefferson Garage and the future garage on the Winslow Parcel. The Jefferson Garage and the Winslow Parcel are more particularly described in Exhibit C and Exhibit D, attached hereto and incorporated herein by reference, respectively. Any conveyance of all or any part of or interest in the Site shall be subject to, and by this Parking Agreement is deemed to be subject to, the Hamilton Easement as appurtenant to the Jefferson Garage and Winslow Parcel.

2.3 City Grant of Access Easement in Jefferson Garage. The City hereby grants to Developer, for the benefit of Developer and its successors and assigns, non-exclusive easements for pedestrian and vehicular ingress and egress in, on, under and through the Jefferson Garage upon the completion of the Hamilton Garage (the "Jefferson Easement"). A legal description of the Jefferson Garage is attached hereto as Exhibit C and incorporated herein by reference. The Jefferson Easement shall be an easement and shall be enforceable as a covenant running with the land and an equitable servitude upon the Jefferson Garage, binding upon the Jefferson Garage, each person having or acquiring any right, title, or interest in the Jefferson Garage or any part thereof, or any improvements thereon, and upon their respective successors and assigns, and shall run for the benefit of the Developer and its successors and assigns owning or operating the Hamilton Garage. Any conveyance of all or any part of or interest in the Jefferson Garage shall be subject to, and by this Parking Agreement is deemed to be subject to, the Jefferson Easement as appurtenant to the Hamilton Garage and future Winslow Garage.

2.4 City Grant of Access Easement in future Winslow Garage and future Public Access Parcel #3. The City agrees to grant to Developer, for the benefit of Developer and its successors and assigns, non-exclusive easements for pedestrian and vehicular ingress and egress in, on, under and through the future Winslow Garage and Public Access Parcel #3 upon the completion of the Winslow Garage on the Winslow Parcel (the "Winslow Easement"). A legal description of the Winslow Parcel is attached hereto as Exhibit D and incorporated herein by reference. The future Public Access Parcel #3 is generally shown on Exhibit E. This Agreement shall be amended to include the specific legal descriptions of the Winslow Garage and Public Access Parcel #3 prior to the completion of the Winslow Garage. The Winslow Easement shall be an easement and shall be enforceable as a covenant running with the land and an equitable servitude upon the Winslow Garage, binding upon the Winslow Garage, each person having or acquiring any right, title, or interest in the Winslow Garage or any part thereof, or any improvements thereon, and upon their respective successors and assigns, and shall run for the benefit of the Developer and its successors and assigns owning or operating the Hamilton Garage. Any conveyance of all or any part of or interest in the Winslow Garage shall be subject to, and by this Parking Agreement is deemed to be subject to, the Winslow Easement as appurtenant to the Hamilton Garage and Jefferson Garage

2.5 Nondiscrimination. The Developer covenants and agrees for itself, its successors, its assigns and every successor-in-interest claiming under or through Developer that there shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Hamilton Garage nor shall the Developer, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of purchasers, tenants, lessees, sub-tenants, sub-lessees or vendees of the Hamilton Garage. The covenant of this Section 2.5 shall be a covenant running with the land and binding on successive owners of all or any portion of the Hamilton Garage in perpetuity.

2.6 Term. The term of this Parking Agreement, including the easements granted herein, shall remain in effect so long as the Hamilton Garage remains or is in use.

ARTICLE 3

OPERATION OF HAMILTON GARAGE

3.1 Costs of Operation and Maintenance. During the term of this Parking Agreement, Developer shall be solely responsible for all costs and expenses incurred for operating and maintaining, or causing to be operated and maintained, the Hamilton Garage, in accordance with the terms of this Parking Agreement.

3.2 Public Parking. Upon the issuance of a certificate of occupancy by the City for the Hamilton Garage, or as soon thereafter as the parties may mutually agree, the Hamilton Garage shall be made available for night, weekend and holiday parking for members of the public (the "Public Parking"). As used in this Parking Agreement, "holiday" shall mean any holiday officially recognized by the State of California. Developer may also, at its option make parking in the Hamilton Garage available to the public on weekdays before 5 p.m.

3.3 Hours of Operation. The hours of operation for the Hamilton Garage shall be the same as the hours of operation of the Jefferson Garage, provided, however, that the City shall notify Developer in writing of any proposed change in the hours of operation of the Jefferson Garage.

3.4 Valet Parking; Rates. In order to maximize the number of cars that may be parked in the Hamilton Garage, Developer intends that all parking, including the Public Parking, shall be provided by valets during all hours that the Hamilton Garage is open for operation. The rates to be charged for valet parking shall not exceed the existing market rates for valet parking in downtown Redwood City.

If at any time during the term of this Agreement, Developer ceases to provide such full-time valet parking, Developer shall either (i) pay to City an amount equal to the City's then-existing in-lieu parking fee multiplied by the number resulting from the eighty-eight (88) existing spaces minus the number of parking spaces meeting City standards that can be accommodated in

the Hamilton Garage; or (ii) enter into a parking operations plan with the City, as approved by the City Manager.

3.5 Acknowledgement of Jefferson Garage Parking Facilities Agreement. Developer acknowledges that City has provided it with a copy of the "Parking Facilities Agreement" dated July 12, 2004, by and among the City and On Broadway Redwood City, LLC, regarding the operation of the Jefferson Garage and imposes certain limitations upon City's operation of the Jefferson Garage. Among other things, it specifically provides that City may not permit parking for periods of greater than four (4) hours) within the Jefferson Garage without the prior written consent of On Broadway Redwood City LLC and Century Theatres. Developer understands and agrees that the tenants of its Office Building will be subject to any City regulations relating to the usage of the Jefferson Garage that apply to the public generally.

3.6 Parking Equipment. To facilitate the ability of patrons of the Jefferson Garage and Hamilton Garage to easily exit through either facility, Developer shall install in the Hamilton Garage the same parking machines, devices and/or equipment used by the City in the Jefferson Garage for the issuance of parking entrance tickets, receipt of payments and exiting procedures. The operator of the future Winslow Garage shall be subject to the same requirements to facilitate access and movement between the Winslow Garage and the Hamilton and Jefferson Garages.

3.7 Parking Revenues: Grace Period. Developer shall have the sole right to charge for and receive revenues from, all parking in the Hamilton Garage. Conversely, City shall have the sole right to charge for and receive revenues from, all parking in the Jefferson Garage. In order to ensure that Developer and City each receive the revenues to which they are entitled, City has installed in Jefferson Garage, and Developer shall install in Hamilton Garage, appropriate equipment or devices, in accordance with the DDA, that will separately record and account for revenues received from patrons of the Jefferson Garage and Hamilton Garage, irrespective of the garage from which they exit. In addition, patrons of either Jefferson Garage and Hamilton Garage shall be provided a grace period of fifteen (15) minutes from the time of their payment of the applicable parking charges to exit.

3.8 Data Sharing. Developer shall make available all raw and report format parking data as requested by the City. All parking and entry and exit gates shall be connected to the City's parking guidance system to provide real-time information on public parking availability, whether by fixed signs, mobile applications, or some other means.

3.9 Control Over Public Parking Area.

3.9.1 Developer's Control of Parking Area. This Parking Agreement shall not be construed as an express or implied offer of dedication of any part of the Office Building or Hamilton Garage to public use, but solely as a contractual undertaking and covenant by Developer to provide for and permit Public Parking in the Hamilton Garage on the terms and conditions hereof. Developer waives all claims and holds City harmless from any claim which might arise from any party claiming a superior right or reversionary interest in the Public Access Parcels or any part thereof. The Developer at all times shall have full control of and management of the Hamilton Garage, including the Public Parking. Subject to the requirements in Sections 3.1 through 3.8 hereof, Developer shall have the right to:

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3.9.1.1 Post signage and paint curbs and lines in a manner typical of privately-owned parking lots such as, without limitation, restricting the hours and duration of parking, designating specific spaces for short-term parking, designating specific spaces for reserved parking and designating specific spaces for handicapped parking, and establishing speed limits, gates, controls and other barriers and routes of travel;

3.9.1.2 Enforce the observation of posted speed limits within the Hamilton Garage and to enforce parking restrictions including the duration of parking, and specified purpose spaces, and in connection therewith, to exact fines and penalties and/or cause vehicles to be towed away at the vehicle owner's expense in accordance with applicable parking ordinances;

3.9.1.3 In consultation with City's Police Department and in compliance with all City laws and regulations, institute security measures which may include, but are not limited to, gates, parking attendants, video cameras, motion sensors, lighting, and other means of controlling and securing the Office Building and the Hamilton Garage against unauthorized entry or improper, undesirable, or criminal conduct. It is further understood that notwithstanding that the Public Parking to be made available, Developer retains the right to exclude any specific person or persons who may have committed or be suspected of committing any improper, undesirable or criminal conduct or for any other reasons whatsoever except and to the extent prohibited by law; and

3.10 Maintenance of Hamilton Garage. During the Term, Developer shall maintain, or cause to be maintained, in good condition and repair Hamilton Garage, in a neat, clean, sanitary and orderly condition, ordinary wear and tear and casualty excepted, including landscaping, utility systems, lighting, paving, irrigation systems, drainage facilities or systems, grading, subsidence, retaining walls or similar support structures foundations, directional signage, ornamentation, and all other improvements on or to the Hamilton Garage, now existing or made in the future. All maintenance shall be done in accordance with the all applicable Federal, State and local statutes, ordinances, rules, standards and regulations.

3.11 Insurance.

3.11.1 Continuously during the Term, Developer shall furnish, or shall cause to be furnished, to City evidence that Developer maintains Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001; such insurance policy or policies (including umbrella coverage, if any) to afford with minimum limits of at least Three Million Dollars (\$3,000,000.00) per occurrence for bodily injury, personal injury and property damage.

3.11.2 Endorsements containing the following four provisions shall be obtained for the policies providing the above insurance:

3.11.2.1 Additional named insureds: "The City of Redwood City, its elective and appointive boards, officers, agents and employees are added as additional named insureds with respect to this subject project and contract with the City."

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3.11.2.2 Notice: "Said policy shall not terminate nor shall it be canceled or the coverage reduced until after thirty (30) days written notice is given to the City of Redwood City."

3.11.2.3 Primary coverage: "Said policy and coverage as is afforded to the City of Redwood City, its elective and appointive boards, officers, agents and employees shall be primary insurance and not contributing with any other insurance maintained by the City of Redwood City."

3.11.2.4 Cross-liability/Severability of interests: "Said policy provides cross-liability coverage for Developer and City and provides for severability of interests."

3.11.3 Any and all insurance policies required hereunder shall be obtained and maintained at all times from insurance companies admitted in the State of California and rated at least A:VIII in Best's Insurance Guide. Any insurance maintained hereunder may be maintained under blanket policies, covering other risks and properties.

3.11.4 Developer agrees that any policy limits specified in this Section 3.11 shall be increased from time to time during the Term as reasonably requested by City in writing as follows:

(i) City may request no more than once in any five (5) year period during the Term that the coverage limits be reviewed to set forth an increase in coverage limits.

(ii) Upon receipt of such a request from City, Developer shall consult with Developer's insurance agent and City shall consult with its Risk Manager, and the insurance limits shall be increased, if appropriate, to equal the then-prevailing commercially reasonable levels of insurance carried by prudent and responsible owners of similar privately-owned parking facilities in San Mateo County.

3.12 Indemnity.

3.12.1 To the fullest extent permitted by law, Developer shall fully indemnify, defend (at Developer's sole cost and expense and with legal counsel selected and approved by City, in City's sole discretion), protect and hold harmless City, its elected officials, directors, board members, officers, employees, contractors, volunteers, agents and attorneys (collectively "City Indemnitees") from and against any and all actual claims, demands, obligations, acts, causes of action, damages, costs, expenses, losses, judgments, fines, penalties and liabilities, in law or in equity ("Claims"), to person or property, of every kind or nature whatsoever claimed, made or suffered by any person or entity, relating to this Agreement, the construction or condition of the Hamilton Garage, or operation of the Hamilton Garage by Developer, or its employees, agents, contractors or representatives ("Third Party Challenge"), except insofar as such Claims are the result of gross negligence or willful misconduct of any City Indemnitee. Developer further agrees that City may use its own legal staff or outside counsel in connection with defense of any Third-Party Challenge, at the City Attorney's sole discretion, and City shall have the right to select outside counsel of its choice, in its sole discretion. All reasonable costs to City associated with its

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defense of any Third Party Challenge, including but not limited to the time and expenses of the City Attorney's Office, other City staff, any Consultants or experts retained in connection with the Third Party Challenge, attorney's fees of City's selected outside counsel, and litigation costs shall be fully reimbursed to City by Developer. City will provide Developer with monthly invoices for all such costs in the case of a Third Party Challenge. Developer shall make payment to City for any costs covered by this section within thirty (30) days of receipt of an invoice from City for such costs.

3.12.2 Developer's waivers with regard to City as well as its commitments to the defense and indemnification of City set forth herein shall remain in full force and effect throughout all stages of any lawsuit, claim, or proceeding.

3.12.3 In the event of any Third Party Challenge, the Parties shall cooperate in defending against such challenge. Each party shall promptly notify the other of any such challenges. Developer shall assist and cooperate at its expense with City in connection with any such challenges.

3.12.4 In any action at law or equity or other legal or administrative proceeding arising out of or relating to this Agreement, or Developer's operation of the Hamilton Garage, neither City nor Developer shall be entitled to damages or other remedies or relief except as expressly set forth in this Agreement. Permitted remedies shall include mandatory or injunctive relief, writ of mandate, specific performance of this Agreement, or a claim for reimbursement of unexpended funds and advanced by Developer to City. Without limiting the generality of the foregoing, neither City nor Developer shall be liable under any circumstances for any direct, indirect, special, compensatory, consequential, punitive or exemplary damages, regardless of whether the claim for damages is based on contract, tort, statute or other basis of liability.

3.12.5 Indemnification Survives Termination. The rights and obligations set forth in this Section 3.12 shall survive termination of this Agreement.

3.13 Developer Solely Responsible. Developer acknowledges and agrees that it is solely responsible for the operation and maintenance of Hamilton Garage and that City shall have no liability for any claims arising out of such operation and maintenance of Hamilton Garage.

3.14 Restoration After Casualty. Subject to the limitations contained in this Section 3.14, in case of a fire or other casualty resulting in damage or destruction to the parking facilities during the Term, to the extent the proceeds of insurance are sufficient to reconstruct the parking facilities (and if each lender holding a mortgage upon the Site makes the proceeds of insurance sufficient to reconstruct the parking facilities available for that purpose). Developer shall restore the Hamilton Garage, as nearly as feasible to its condition prior to the casualty (except that Developer shall have the right to make reasonable alterations). In the event of a casualty which is not of the type included within the casualty insurance coverage required to be maintained hereunder (for example, an earthquake) resulting in damage or destruction to the parking facilities, Developer shall not be obligated to restore the Hamilton Garage; provided, however, that if such casualty also resulted in damage or destruction to Developer's Project and if Developer elects to restore such buildings within the Project, Developer shall also restore the Hamilton Garage.

3.15 Developer's Obligation to Pay Taxes. During the Term, Developer shall pay all lawfully required property taxes and assessments on the Site, including, without limitation, real estate and personal property taxes, and any and all utility, city, or county assessments, lawfully assessed, levied, confirmed, or imposed during the Term of this Parking Agreement, whether or not now customary or within the contemplation of City and Developer.

Developer will have the right to contest the amount or validity, in whole or in part, of any tax or assessment by appropriate proceedings diligently conducted in good faith, only after paying the tax or posting such security as may be reasonably and customarily necessary in order to protect the Public Parking against loss or forfeiture. Upon the termination of those proceedings, Developer will pay the amount of the tax or part of the tax as finally determined, the payment of which may have been deferred during the prosecution of the proceedings, together with any costs, fees, interest, penalties, or other related liabilities. City will not be required to join in any contest or proceedings unless the provisions of any law or regulations then in effect require that the proceedings be brought by or in the name of City. In that event, City will join in the proceedings or permit them to be brought in its name; however, City will not be subjected to any liability for the payment of any costs or expenses in connection with any contest or proceedings, and Developer will indemnify City against and hold City harmless from any of those costs and expenses.

3.16 Covenants Running with the Land. The covenants of this Article 2 and 3 shall be covenants running with the land under California Civil Code Section 1468 of the Developer Property and of the Public Access Parcels for the benefit of the Jefferson Garage and the Winslow Parcel and the Site, and binding upon successive owners of the Developer Property and the Public Access Parcels, respectively, until the end of the term, as defined in Section 2.6.

3.17 Limitation on City's Right of Assignment. The City may not assign, transfer or otherwise convey, whether voluntarily or otherwise, any or all of its rights under this Parking Agreement to any person or entity other than to any entity which succeeds the City of Redwood City, California, and its agencies.

ARTICLE 4

DEFAULTS AND TERMINATION

4.1 Event of Default. Each of the following shall constitute an "Event of Default" under this Parking Agreement:

4.1.1 Failure by a Party to comply with and observe any of the conditions, terms, or covenants set forth in this Parking Agreement, if such failure remains uncured within sixty (60) days after written notice of such failure from the other Party in the manner provided herein or, with respect to a default that cannot be cured within thirty (30) days, if the Party in default fails to commence such cure within such sixty (60) day period or thereafter fails to diligently and continuously proceed with such cure to completion. However, if a different period, notice requirement, or remedy is specified under any other section of this Parking Agreement, then the specific provision shall control.

4.2 Legal Actions. Either party may institute legal action to cure, correct or remedy any default, and recover damages for any such default, or to obtain any other remedy available to that party, in law or in equity, consistent with the provisions of this Parking Agreement. Such legal actions must be instituted in the Superior Court of the County of San Mateo, State of California.

ARTICLE 5

MISCELLANEOUS TERMS

5.1 Entire Agreement. This Parking Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Parking Covenant and Agreement shall be of no force and effect. This Parking Agreement may be amended only by a subsequent document in writing, signed by the party to be charged.

5.2 Approvals. Approvals and consents required of City hereunder shall not be unreasonably withheld, and City's approval or disapproval shall be given within the times set forth in this Agreement, or if no time is given, within thirty (30) days after request therefore. The failure of City to approve or disapprove within such time limits shall be deemed an approval.

5.3 Attorneys' Fees. In the event of any action or proceeding relating to this Parking Agreement or any breach thereof, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to all other relief available to it, its reasonable attorneys' fees and costs.

5.4 Binding Effect. This instrument shall be binding on and shall inure to the benefit of Developer and City, and their respective permitted successors, assigns, heirs, executors and administrators, and shall run with the land comprising the Public Parking and the Site, and be binding upon all successor owners, lessees and mortgagees of the Site, and inure to the benefit of all successor owners of the Site and their mortgagees.

5.5 City Manager's Authority. The City Manager is hereby given the authority, on behalf of the City, to approve minor, non-substantive amendments to this Parking Agreement, and to give, condition or withhold the City's approvals as described herein, all without the need to return to the City's governing board for approval or ratification.

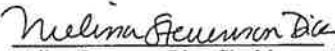
5.6 Subordination. At Developer's request from time to time, the City shall sign such documents as may be requested by Developer, to confirm that the City's rights under this Parking Agreement, are subject and subordinate to other encumbrances on the Site including, without limitation, deeds of trust and declarations of covenants, conditions, restrictions and reciprocal easements; provided, however, that as a condition of signing any document, the City shall be provided an agreement from the holder of the senior encumbrance that, except in the case of an Event of Default on the part of the City, the City's rights under this Parking Agreement including, without limitation, the Parking Covenant, shall not be disturbed.

[Signatures on following pages]

SIGNATURE PAGE TO
GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING
AND MAINTENANCE AGREEMENT

CITY:

THE CITY OF REDWOOD CITY,
a charter city and California municipal corporation

By: 
Melissa Stevenson Diaz, City Manager

ATTEST:


Silvia Vonderhinden, City Clerk

APPROVED AS TO FORM:


Pamela Thompson
City Attorney

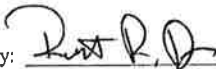
SIGNATURE PAGE TO
GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING
AND MAINTENANCE AGREEMENT

DEVELOPER:

Hamilton & Winslow Properties, LLC, a California
limited liability company

By: H & F Management, LLC, a California
limited liability company, Manager

By: Harmony Services LLC a California
limited liability company, Manager

By: 
Robert R. Dean, Manager

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 Santa Clara

On November 2, 2015 before me, B. FERRILL, NOTARY PUBLIC, personally
appeared _____

Robert R. Dean

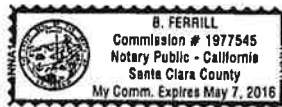
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

B. Ferrill



(Seal)

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 November 12, 2015 before me, Kristen Mees, Notary Public
(insert name and title of the officer)

personally appeared Melissa Stevenson Diaz
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 Kristen Mees (Seal)



CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Redwood City by that certain Grant of Easements and Reciprocal Access, Parking and Maintenance Agreement dated November 3, 2015, is hereby accepted by the undersigned on behalf of the City of Redwood City pursuant to authority conferred by City Council Resolution No. 15432 adopted on July 27, 2015, and the City of Redwood City consents to recordation thereof by its duly authorized officer.

Dated: Nov. 12, 2015

CITY OF REDWOOD CITY,
a charter city and municipal corporation,

By: Melissa Stevenson Diaz
Melissa Stevenson Diaz, City Manager

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.

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)

1. On Oct 29, 2015 before me, Silvia Vonderlinden, Notary Public, personally appeared Aaron Akiva, 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/hers/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.

2. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

3. WITNESS my hand and official seal.

4. [Signature] (seal)
Signature: _____ (seal)



EXHIBIT A -I TO
GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING
AND MAINTENANCE AGREEMENT

Legal Description of Public Access Parcel #1

Real property situate in the City of Redwood City, County of San Mateo, State of California, described as follows:

Being a portion of Block 3, Range "A", as shown on that certain map entitled, "Town of Mezesville", which map was filed in the office of the Recorder of the County of San Mateo, State of California on August 01, 1856 in Book 1 of Maps at page 79, being described as follows:

BEGINNING at the southeasterly corner of the land described in that certain deed recorded on December 31, 2012 as document number 2012-198291 Official Records of San Mateo County, said point also being a point on the westerly right of way line of Middlefield Road, thence leaving said point along said westerly line North 03°28'15" West, 2.42 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said westerly line, North 03°28'15" West, 51.23 feet to a point hereafter referenced as POINT A;

Thence leaving said westerly line, North 86°31'46" East, 8.00 feet to a point hereafter referenced as POINT B;

Thence continuing North 86°31'46" East, 15.00 feet to a point hereafter referenced as POINT C;

Thence South 03°28'15" East, 51.23 feet to a point hereafter referenced as POINT D;

Thence South 86°31'46" West, 15.00 feet to a point hereafter referenced as POINT E;

Thence continuing South 86°31'46" West, 8.00 feet to the TRUE POINT OF BEGINNING.

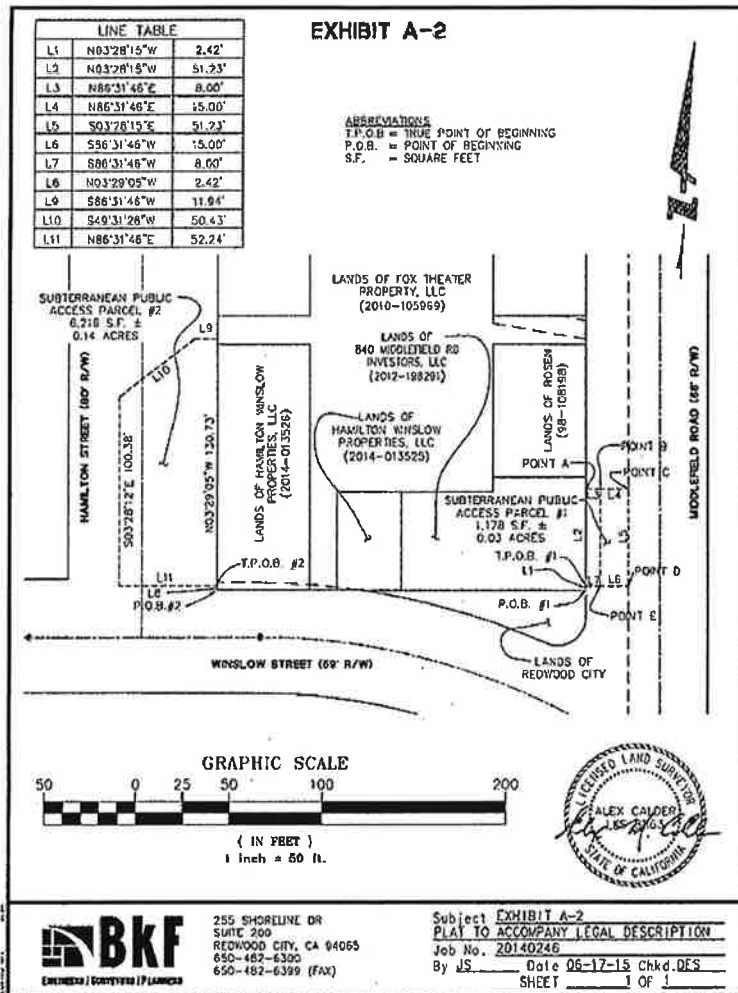
Containing an area of 1,178 square feet, more or less.

The lower and upper elevation limits of the above described easement are as follows:
From the line between the TRUE POINT OF BEGINNING and POINT A to the line between POINT B and POINT E the lower limit is -20.00 feet and the upper limit is 1.60 feet.
From the line between the POINT B and POINT E to the line between POINT C and POINT D the lower limit is -20.00 feet and the upper limit is 4.00 feet.

Benchmark: USC&GS Control Benchmark F7, brass disk found on the front lawn of the Redwood City Hall, on a 6"X6" concrete post 0.85' above ground level. Elevation = 8.51', Redwood City Datum.]

EXHIBIT A-2

PLAT MAP FOR PUBLIC ACCESS PARCEL #1



ATTY/AGR/2015.146.3/HAMILTON-GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING & MAINTENANCE AGR
 REV: 10-14-15 VR

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EXHIBIT A-3

LEGAL DESCRIPTION FOR PUBLIC ACCESS PARCEL #2

Real property situate in the City of Redwood City, County of San Mateo, State of California, described as follows:

Being a portion of Blocks 3 and 4, Range "A", as shown on that certain map entitled, "Town of Mezesville", which map was filed in the office of the Recorder of the County of San Mateo, State of California on August 01, 1856 in Book 1 of Maps at page 79, being described as follows:

BEGINNING at the southwesterly corner of the land described in that certain deed recorded on February 18, 2014 as document number 2014-013526 Official Records of San Mateo County, said point also being a point on the easterly right of way line of Hamilton Street, thence leaving said point and along said easterly line North 03°29'05" West, 2.42 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said easterly line, North 03°29'05" West, 130.73 feet;

Thence South 86°31'46" West, 11.94 feet;

Thence South 49°31'26" West, 50.43 feet;

Thence South 03°28'12" East, 100.38;

Thence North 86°31'46" East, 52.24 feet to the TRUE POINT OF BEGINNING.

Containing an area of 6,216 square feet, more or less.

The lower limit of the above described easement is at elevation -20.00 feet. The upper limit of the above described easement is at elevation 3.25 feet.

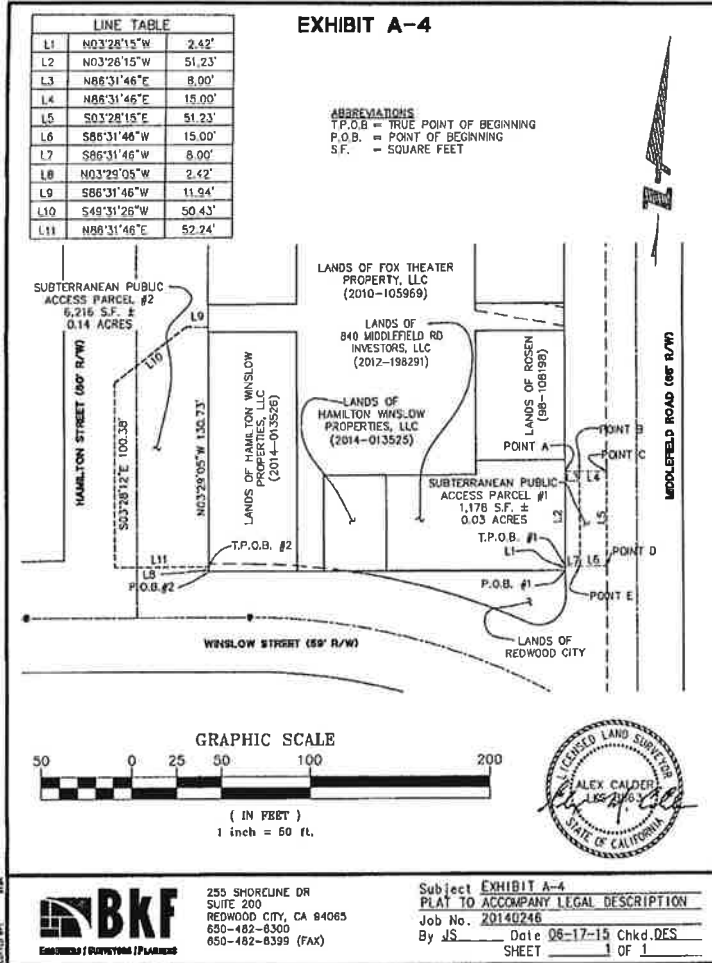
Benchmark: USC&GS Control Benchmark F7, brass disk found on the front lawn of the Redwood City Hall, on a 6"X6" concrete post 0.85' above ground level. Elevation = 8.51', Redwood City Datum.

ATTY/AGR/2015.146.3/HAMILTON-GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING & MAINTENANCE AGR
REV: 10-14-15 VR

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EXHIBIT A-4
PLAT MAP FOR PUBLIC ACCESS PARCEL #2



ATTY/AGR/2015.146.3/HAMILTON-GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING & MAINTENANCE AGR
 REV: 10-14-15 VR

EXHIBIT B

LEGAL DESCRIPTION OF HAMILTON GARAGE

[Developer Property]

Real property situate in the City of Redwood City, County of San Mateo, State of California, described as follows:

Being a portion of Block 3, Range "A", as shown on that certain map entitled, "Town of Mezesville", which map was filed in the office of the Recorder of the County of San Mateo, State of California on August 01, 1856 in Book 1 of Maps at page 79, being described as follows:

BEGINNING at the southwesterly corner of the land described in that certain deed recorded on February 18, 2014 as document number 2014-013526 Official Records of San Mateo County, said point also being a point on the easterly right of way line of Hamilton Street;

Thence leaving said point and along said easterly right of way line, North 03°29'05" West, 139.87 feet;

Thence leaving said easterly line along the northerly line of Parcel A the following 7 courses;

1. North 86°31'46" East, 49.76 feet;
2. South 03°29'05" East, 21.03 feet;
3. North 86°31'46" East, 8.26 feet;
4. South 03°29'05" East, 38.38 feet;
5. North 86°31'46" East, 42.25 feet;
6. South 03°28'15" East, 20.23 feet;
7. North 86°31'46" East, 99.72 feet to a point on the westerly right of way line of Middlefield Road;

Thence along said westerly right of way line South 03°28'15" East, 60.23 feet;

Thence South 86°31'46" West, 199.96 feet to the TRUE POINT OF BEGINNING.

Containing an area of 17,345 square feet, more or less.

The lower limit of the above described easement is at elevation -20.00 feet. The upper limit of the above described easement is at elevation 3.25 feet.

ATTY/AGR/2015.146.3/HAMILTON-GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING & MAINTENANCE AGR
REV: 10-14-15 VR

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82483.000190644366.16

Benchmark: USC&GS Control Benchmark F7, brass disk found on the front lawn of the Redwood City Hall, on a 6"X6" concrete post 0.85' above ground level. Elevation = 8.51', Redwood City Datum.

[Public Access Parcel #1]

Real property situate in the City of Redwood City, County of San Mateo, State of California, described as follows:

Being a portion of Block 3, Range "A", as shown on that certain map entitled, Town of Mezesville", which map was filed in the office of the Recorder of the County of San Mateo, State of California on August 01, 1856 in Book 1 of Maps at page 79, being described as follows:

BEGINNING at the southeasterly corner of the land described in that certain deed recorded on December 31, 2012 as document number 2012-198291 Official Records of San Mateo County, said point also being a point on the westerly right of way line of Middlefield Road, thence leaving said point along said westerly line North 03°28'15" West, 2.42 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said westerly line, North 03°28'15" West, 51.23 feet to a point hereafter referenced as POINT A;

Thence leaving said westerly line, North 86°31'46" East, 8.00 feet to a point hereafter referenced as POINT B;

Thence continuing North 86°31'46" East, 15.00 feet to a point hereafter referenced as POINT C;

Thence South 03°28'15" East, 51.23 feet to a point hereafter referenced as POINT D;

Thence South 86°31'46" West, 15.00 feet to a point hereafter referenced as POINT E;

Thence continuing South 86°31'46" West, 8.00 feet to the TRUE POINT OF BEGINNING.

Containing an area of 1,178 square feet, more or less.

The lower and upper elevation limits of the above described easement are as follows:

From the line between the TRUE POINT OF BEGINNING and POINT A to the line between POINT B and POINT E the lower limit is -20.00 feet and the upper limit is 1.60 feet.

From the line between the POINT B and POINT E to the line between POINT C and POINT D the lower limit is -20.00 feet and the upper limit is 4.00 feet.

Benchmark: USC&GS Control Benchmark F7, brass disk found on the front lawn of the Redwood City Hall, on a 6"X6" concrete post 0.85' above ground level. Elevation = 8.51', Redwood City Datum.]

ATTY/AGR/2015.146.3/HAMILTON-GRANT OF EASEMENTS AND RECIPROCAL ACCESS, PARKING & MAINTENANCE AGR
REV: 10-14-15 VR

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[Public Access Parcel #2]

Real property situate in the City of Redwood City, County of San Mateo, State of California, described as follows:

Being a portion of Blocks 3 and 4, Range "A", as shown on that certain map entitled, Town of Mezesville", which map was filed in the office of the Recorder of the County of San Mateo, State of California on August 01, 1856 in Book 1 of Maps at page 79, being described as follows:

BEGINNING at the southwesterly corner of the land described in that certain deed recorded on February 18, 2014 as document number 2014-013526 Official Records of San Mateo County, said point also being a point on the easterly right of way line of Hamilton Street, thence leaving said point and along said easterly line North 03°29'05" West, 2.42 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said easterly line, North 03°29'05" West, 130.73 feet;

Thence South 86°31'46" West, 11.94 feet;

Thence South 49°31'26" West, 50.43 feet;

Thence South 03°28'12" East, 100.38;

Thence North 86°31'46" East, 52.24 feet to the TRUE POINT OF BEGINNING.

Containing an area of 6,216 square feet, more or less.

The lower limit of the above described easement is at elevation -20.00 feet. The upper limit of the above described easement is at elevation 3.25 feet.

Benchmark: USC&GS Control Benchmark F7, brass disk found on the front lawn of the Redwood City Hall, on a 6"X6" concrete post 0.85' above ground level. Elevation = 8.51', Redwood City Datum.

EXHIBIT C

LEGAL DESCRIPTION OF JEFFERSON GARAGE

All that certain real property situate in the City of Redwood City, County of San Mateo, State of California, described as follows:

Being all of Parcel B as shown on Parcel Map 2003-02 filed August 30, 2004, in Volume 75 of Parcel Maps at Pages 67-71, records of said county.

Containing an area of 117,538 square feet or 2.70 acres, more or less.

EXHIBIT D

LEGAL DESCRIPTION OF WINSLOW PARCEL

All that certain real property situate in the City of Redwood City, County of San Mateo, State of California, described as follows:

PARCEL I

BEGINNING at the intersection of the dividing line between Lots 3 and 4, Block 4, Range "A" and the easterly line of Winslow Street (formerly 4th Street) as shown on the map of "Town of Mezesville", filed August 01, 1856 in Book 1 of Maps at Page 79, records of said county; thence from said POINT OF BEGINNING along said dividing line between Lots 3 and 4, Block 4, Range "A", North 86°30' East, 100.58 feet;

Thence South 03°30' East, 50 feet;

Thence along the dividing line between Lots 10 and 11, Block 4, Range "A" of said map, North 86°30' East, 100.58 feet to the westerly line of Hamilton Street (formerly 3rd Street);

Thence along said westerly line South 03°30' East, 60 feet;

Thence leaving said westerly line of said Hamilton Street and running across Lot 12, Block 4, Range "A" of said map, South 86° 30' West, 100.58 feet;

Thence South 03°30' East, 40 feet;

Thence along the dividing line between Lots 1 and 13, Block 4, Range "A" of said map, South 86°30' West, 45.11 feet to a point in the northerly line of Pennsylvania Avenue as now established;

Thence along said northerly line of Pennsylvania Avenue, North 51°40' West, 74.45 feet to a point on the easterly line of Winslow Street (formerly 4th Street);

Thence along said easterly line of Winslow Street (formerly 4th Street), North 03°30' West, 100.35 feet to the POINT OF BEGINNING.

Being a portion of Lot 1, and Lots 2, 3, 11 and the northerly 10 feet of Lot 12 in Block, Range "A" of said map.

PARCEL II

Portion of Lot 12, and 13 in Block 4, Range "A" as shown on the map of "Town of Mezesville", filed August 01, 1856 in Book 1 of Maps at Page 79, records of said county, more particularly described as follows:

BEGINNING at a point on the west line of Hamilton Street (formerly 3rd Street), distant along said line 260 feet southerly from the South line of Broadway (formerly "A" Street); thence from said POINT OF BEGINNING southerly along Hamilton Street, 61.67 feet;

Thence at right angles westerly parallel with Broadway 100 feet to the extended centerline of said Block, running on a line at right angles from said Broadway;

Thence at right angles northerly along said centerline parallel with Hamilton Street, 61.67 feet;

Thence at right angles easterly parallel with Broadway, 100 feet to the POINT OF BEGINNING.

PARCEL III

Portion of Lot 13 in Block 4, Range "A" as shown on the map of "Town of Mezesville", filed August 01, 1856 in Book 1 of Maps at Page 79, records of said county, which lies South of Lot 1 in said block, west of the prolongation southerly of the westerly line of Lot 12 in said block and northeasterly of the northeasterly line of Pennsylvania Avenue, as described in the deed to the city of Redwood City recorded May 12, 1903 in Book 97 of Deeds, Page 346, records of said county.

PARCEL IV

The easterly 100 feet of Lot 13 in Block 4, Range "A" as shown on the map of "Town of Mezesville", filed August 01, 1856 in Book 1 of Maps at Page 79, records of said county.

EXCEPTING THEREFROM the northerly 21.67 feet, front and rear measurements, thereof.

EXCEPTING ALSO that portion thereof conveyed to the City of Redwood City by Deed recorded May 12, 1903 in Book 97 of Deeds, Page 346

PARCEL V

Lot 10 in Block 4, Range "A" as shown on the map of "Town of Mezesville", filed August 01, 1856 in Book 1 of Maps at Page 79, records of said county.

Containing an area of 34,776 square feet or 0.80 acres, more or less.

EXHIBIT E

LEGAL DESCRIPTION OF PUBLIC ACCESS PARCEL #3

Real property situate in the City of Redwood City, County of San Mateo, State of California, described as follows:

Being a portion of Block 3, Range "A", as shown on that certain map entitled, Town of Mezesville", which map was filed in the office of the Recorder of the County of San Mateo, State of California on August 01, 1856 in Book 1 of Maps at page 79, being described as follows:

BEGINNING at the southwesterly corner of the land described in that certain deed recorded on February 18, 2014 as document number 2014-013526 Official Records of San Mateo County, said point also being a point on the easterly right of way line of Hamilton Street, thence leaving said point and along said easterly line North 03°29'05" West, 2.42 feet to the southeast corner of the Subterranean Public Access Parcel #2 as described herein.

Thence leaving said easterly line and along the southerly line of said Subterranean Public Access Parcel #2, South 86°31'46" West, 52.24 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said southerly line, North 86°07'53" West, 27.99 feet to the westerly right of way line of Hamilton Street;

Thence along said westerly right of way line North 03°29'05" West, 96.80 feet;

Thence North 86°30'55" East, 27.78 feet to the northwesterly corner of said Subterranean Public Access Parcel #2;

Thence along the westerly line of said Subterranean Public Access Parcel #2 South 03°28'12" East, 100.38 feet to the **TRUE POINT OF BEGINNING**;

Containing an area of 2,738 square feet, more or less.

The lower limit of the above described easement is at elevation -20.00 feet. The upper limit of the above described easement is at elevation 3.25 feet.

Benchmark:

USC&GS Control Benchmark F7, brass disk found on the front lawn of the Redwood City Hall, on a 6"X6" concrete post 0.85' above ground level. Elevation = 8.51', Redwood City Datum.

END OF DESCRIPTION