

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Redwood City)
1017 Middlefield Road)
Redwood City, California 94063)
Attention: City Clerk)
)
)
)

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code §27383

**LANDSCAPE MAINTENANCE AGREEMENT
(690 Veterans Boulevard)**

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 14th day of AUGUST, 2023 ("Effective Date"), by and between 690 Veterans, LLC, a California limited liability company ("Developer"), and the CITY OF REDWOOD CITY, a charter city and California municipal corporation ("City") (together, the "Parties") with reference to the following facts:

RECITALS

A. Developer is the current fee owner of that certain real property consisting of approximately 0.612 acres located within the City of Redwood City, County of San Mateo, State of California, described in Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

B. On September 15, 2020, the Planning Commission of the City of Redwood City adopted, among other approvals, Resolution No. 20-08, approving a 4-story hotel on the Property subject to certain conditions of approval ("Conditions").

C. In compliance with the Conditions, Developer submitted to City landscaping plans for the Property frontage ("Plans"), which have been approved by City. The Plans provide for installation of certain landscaping, pedestrian lighting, irrigation piping, ("Improvements") within the City right-of-way ("Maintenance Area") as the Improvements and Maintenance Area are more specifically shown on Exhibit "B", attached hereto, and incorporated by this reference as if fully set forth herein.

D. City and Developer desire to enter into an agreement pursuant to which Developer will maintain the Improvements within the Maintenance Area as both are depicted on Exhibit "B".

AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to assure the maintenance, periodic inspection, repair, safe operation and, if and when necessary, replacement of the Improvements by Developer at its expense in accordance with the standards, including the Maintenance Standards (defined in Section 4 below), set forth herein.

2. Improvements as a Benefit. Developer agrees that the Improvements will materially benefit the Property and that Developer's maintenance, repair, safe operation and, if and when necessary, replacement thereof in accordance with this Agreement is necessary for approval of Developer's Building Permit.

3. Developer's Responsibilities. In order to ensure the attractive and healthy appearance of the landscaping; the attractive appearance, condition and safety of any and all structures; and the efficient operation of all the Improvements, Developer will undertake the following actions at its sole cost and expense:

3.1 Maintain, safely operate, periodically inspect, repair, resurface and, if and when necessary, replace the Improvements identified in Exhibit "B";

3.2 Perform all necessary service on maintenance equipment; and

3.3 Pay the electrical expense of operating the pedestrian light and irrigation controller, upon the direct receipt of invoices for electrical service from Pacific Gas and Electric.

In undertaking the foregoing actions, Developer will comply with the Maintenance Standards described in Section 4 below and with industry and City standards applicable to similar improvements.

4. Maintenance Standards. Developer, including its maintenance staff, contractors and subcontractors, will comply with the following standards (collectively, "Maintenance Standards") in connection with maintenance of the Improvements:

4.1 Developer will maintain the Improvements in good condition, in compliance with the Plans and Building Permit and in accordance with the custom and practice generally applicable to public rights-of-way within the City of Redwood City.

4.2 Landscape maintenance will include, but is not limited to: watering/irrigation; fertilization; periodic trimming, mowing, and/or edging of grass and lawn areas; pruning of trees, shrubs, and other vegetation; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions and visibility, and irrigation coverage; removal and replacement, as

needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

4.3 Clean-up maintenance will include, but is not limited to: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

4.4 Lighting maintenance will include prompt replacement of inoperable light bulbs, repair and replacement of damaged light fixtures and timely payment of electrical costs to Pacific Gas and Electric.

4.5 All maintenance work will conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

4.6 Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance will be applied in strict accordance with all governmental requirements. Precautionary measures will be employed recognizing that all areas are open to public access.

5. City's Responsibilities. Nothing contained in this Agreement will limit City's responsibility to maintain the structural integrity of the public streets, including asphalt and concrete paving, medians, signage, curb and gutter and underground utilities, street lights, or any other duty or responsibility of City relating to the public street or the surrounding property.

6. City's Right to Perform Maintenance; Formation of Special District. If Developer does not repair, periodically inspect, maintain, care for and, if and when necessary, replace the Improvements on and about the Property in the manner set forth herein, City will have the right to maintain, repair, periodically inspect, care for, and replace such Improvements, or to contract for the correction of such deficiencies, after written notice to Developer. City may, at its option, form a special district to levy assessments against the Property to pay for the costs of curing and correcting such deficiencies.

6.1 Notice to Developer. Prior to taking any such corrective action, City will notify Developer in writing if the condition of said Improvements does not conform to the standards and requirements set forth herein, including without limitation the Maintenance Standards, and to specify the deficiencies and the actions Developer must take to cure the deficiencies. Upon notification of any deficiency, Developer will have thirty (30) days to correct, remedy or cure the deficiency. If the written

notification states that the deficiency is urgent and relates to the public health and safety, then Developer will have twenty-four (24) hours to correct, remedy or cure the deficiency.

6.2 Lien for Costs of Required Maintenance. In the event that Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such deficiency after notification and after expiration of any applicable cure period, then City will have the right to maintain, repair, care for and, if and when necessary, replace such Improvements at Developer's expense. Developer agrees to pay City upon demand all charges and costs incurred by City for such maintenance, repair and replacement work. Until so paid, City will have a lien on the Property for the amount of such charges or costs, which lien will be perfected by the recordation of a "Notice of Claim of Lien" against the Property. This lien will affect all parcels jointly and severally if portions of the Property have been sold. Any lien in favor of City created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien, and no such lien will in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgagee or beneficiary thereunder expressly subordinates its interest, of record, to such lien. No lien in favor of City created or claimed hereunder will in any way defeat, invalidate, or impair the obligation or priority of any existing lease, sublease or easement unless such instrument is expressly subordinated to such lien.

6.3 Legal Action. City may bring legal action to collect the sums due as the result of expending public monies to maintain, repair and, if and when necessary, replace any Improvements that are the responsibility of Developer as provided herein. Developer agrees that if City brings legal action to enforce its rights under this Section 6, Developer will pay City all costs incurred by it, including attorneys' fees and court costs, together with interest from the date City provided notice under Section 6.1, at the rate of seven percent (7%) per annum.

6.4 Additional Remedies. Developer acknowledges and agrees that City may also pursue any and all other remedies available in law or equity in the event of a breach of Developer's obligations and agreements set forth herein.

6.5 Intention of City. Nothing in this Section 6 will be construed, either expressly or by implication, as indicating City's intention to exercise dominion or control over the Improvements.

7. No Impairment of Lien. No violation or breach of the agreements, conditions, restrictions, provisions or limitations contained in this Agreement will defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Developer to the Property or any portion thereof will be bound by such agreements,

conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. Encroachment Permit; Right of Entry. To the extent that the Improvements are located within City rights-of-way, Developer will obtain a single on-going revocable encroachment permit from City in order for Developer to perform its obligations under this Agreement. Such an encroachment permit will set forth the terms and provisions upon which Developer has a right to enter onto such rights-of-way in order to perform maintenance, inspection, repair and, if and when necessary, replacement services (collectively, "Maintenance Services"). The encroachment permit will include the following terms and conditions:

8.1 Permitted Uses. Developer may enter upon such Improvements as are located within City rights-of-way, and may temporarily block reasonably necessary portions of the adjoining street surfaces, solely for the purpose of performing Maintenance Services, and incidental purposes thereto, such as operating equipment and storing materials during the period maintenance services are being performed (collectively, "Activities"). Developer will not use such areas for any other purpose.

8.2 Insurance.

- a. General Liability. Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.
- b. Workers' Compensation. Developer shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000). Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
- c. Auto Liability. Developer shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars (\$1,000,000) per accident. If Developer owns no vehicles, this

requirement may be met through a non-owned auto endorsement to the CGL policy.

- d. Any deductibles or self-insured retentions must be declared to, and approved by City. At the option of City either Developer's insurer will reduce or eliminate the deductibles or self-insured retentions with respect to City, it's Council, commissions, boards, committees, officers, employees and agents or Developer will procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- e. Concurrently with the execution of this Agreement, Developer will furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:
 - i. Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City will have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;
 - ii. Providing that Developer's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);
 - iii. Naming City, its Council, commissions, boards, committees, officers, employees and agents as additional insureds; and
 - iv. Providing that Developer's insurance will be primary insurance relating to Contractor's work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees and agents will not be excess of Contractor's insurance and will not be contributory with it. Such insurance will also specifically insure any contractual liability assumed by Developer under the terms of this Agreement, including, but not limited to, the provisions of subsection (a) above.

In the event that Developer's insurance is cancelled, Developer will provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

9. Permits and Approvals. To the extent that performance of the Maintenance Services or other Activities requires permits or governmental approvals, Developer will,

at its sole cost and expense, obtain such permits and approvals. City will issue encroachment permits, from time to time, on the terms set forth in Section 8 above.

10. Term. This Agreement will commence immediately upon the Effective Date and will continue in perpetuity until and unless terminated by City.

11. Indemnification. Developer will indemnify, defend and hold City, its Council, boards, offices, commissions, agents and employees harmless from liens, claims, demands, actions, causes of action, obligations, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees (individually, "Claims" and collectively, "Claims"), which may arise from or in any manner relate to any work performed or services provided under this Agreement by Developer, or Developer's contractors, subcontractors, agents or employees, including, but not limited to, the performance of the Maintenance Services or other Activities. Notwithstanding the forgoing, Developer will not be obligated under this Agreement to defend and/or indemnify City to the extent that any Claim is caused by the gross negligence or willful misconduct of City or its agents or employees. The aforementioned indemnity will apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. This Section 11 will survive termination of this Agreement.

12. Default. The failure to maintain the Improvements will constitute an event of default. Upon such event of default, City will provide written notice to Developer. Upon receipt of the written notice, Developer will have thirty (30) days to remedy such event of default (or such longer period of time as may reasonably be required, as determined by City, provided that Developer will commence to remedy such default within thirty (30) days period and thereafter diligently prosecute such remedy to completion). If Developer fails to remedy the event of default within the prescribed time period, City will have the right to do all work necessary to remedy the event of default and charge Developer pursuant to the terms of Section 6 (City's Right to Perform Maintenance, Formation of Special District).

13. Notices. Any notices relating to this Agreement will be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To Developer: 690 Veterans, LLC
41805 Albrae Street
Fremont, CA 93548
Attn: Sunny Goyal

To City: City of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attn: City Manager

With a copy to: City of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attn: City Attorney

14. Assignment by Developer. Developer may assign its obligations under this Agreement only with the prior written approval of the City Manager. In connection with any such assignment, Developer and its assignee will execute and deliver to City a written assignment and assumption agreement in a form acceptable to City Attorney.

15. Assignment by City. City may assign its rights and obligations under this Agreement to a municipal services district or other public agency without Developer's consent.

16. Covenant Running with the Land. This Agreement pertains to and runs with the Property in perpetuity, and will be recorded against the Property at Developer's expense. This Agreement binds the assigns and successors-in-interest of Developer, including any transferee of any fee interest within the Property. City and its successors and assigns, in the event of any breach of this Agreement, will have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings against Developer or its permitted successors and assigns to enforce the curing of such breach.

17. Miscellaneous.

17.1 Entire Agreement, Amendments, Recitals. This Agreement contains the entire understanding and agreement of the Parties. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement. All recitals set forth above are incorporated by reference into this Agreement.

17.2 Paragraph Headings. Paragraph headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.

17.3 Governing Law, Venue. This Agreement will be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. Any legal actions under this Agreement will be brought only in the Superior Court of the County of San Mateo, State of California.

17.4 Compliance with Laws. Developer will comply with all federal, state and local laws, ordinances and regulations in the performance of this Agreement. Developer will, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that

will serve the residential development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits will be furnished to the City Engineer upon request.

17.5 Counterparts. This Agreement may be executed in any number of counterparts which together will constitute the contract of the Parties.

17.6 Exhibits. All exhibits and attachments to this Agreement are incorporated by reference as though fully restated herein.

17.7 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect.

17.8 No Agency Relationship. Neither Developer nor any of Developer's agents, contractors or subcontractors are or will be considered to be agents of City in connection with the performance of any of Developer's obligations under this Agreement. Developer's relationship to City, if any, arising under this Agreement is strictly that of an independent contractor.

17.9 Attorneys' Fees and Costs. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party will be entitled to all costs of suit, reasonable attorneys' fees and such other costs as may be determined by the court.

17.10 Time is of the Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

17.11 Interpretation. The word "including" will be construed as if followed by the words "without limitation." All recitals to this Agreement are incorporated by reference as though fully restated herein. This Agreement will be interpreted as though prepared jointly by both Parties.

17.12 Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

DEVELOPER

690 Veterans, LLC,
A California limited liability company

By:  _____

Name: Sunny Goyal

Title: Member

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
charter city and municipal corporation


Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:



Yessika Castro, Acting City Clerk

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 Alameda

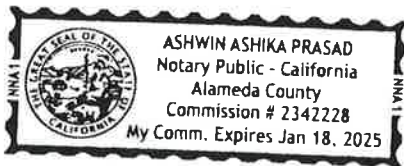
On 7/20/2023 before me, Ashwin Ashika Prasad (Notary Public)
Date Here Insert Name and Title of the Officer

personally appeared Sundeep Goyal
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.

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.



Place Notary Seal and/or Stamp Above

Signature Prasad
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: Landscape Maintenance Agreement

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: _____

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 }

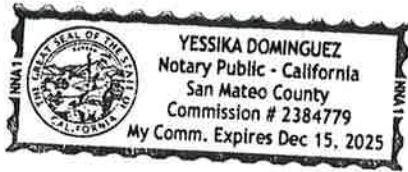
On AUGUST 14, 2023 before me, YESSIKA DOMINGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MELISSA STEVENSON DIAZ
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.

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.



Place Notary Seal and/or Stamp Above

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

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

PARCEL 1:

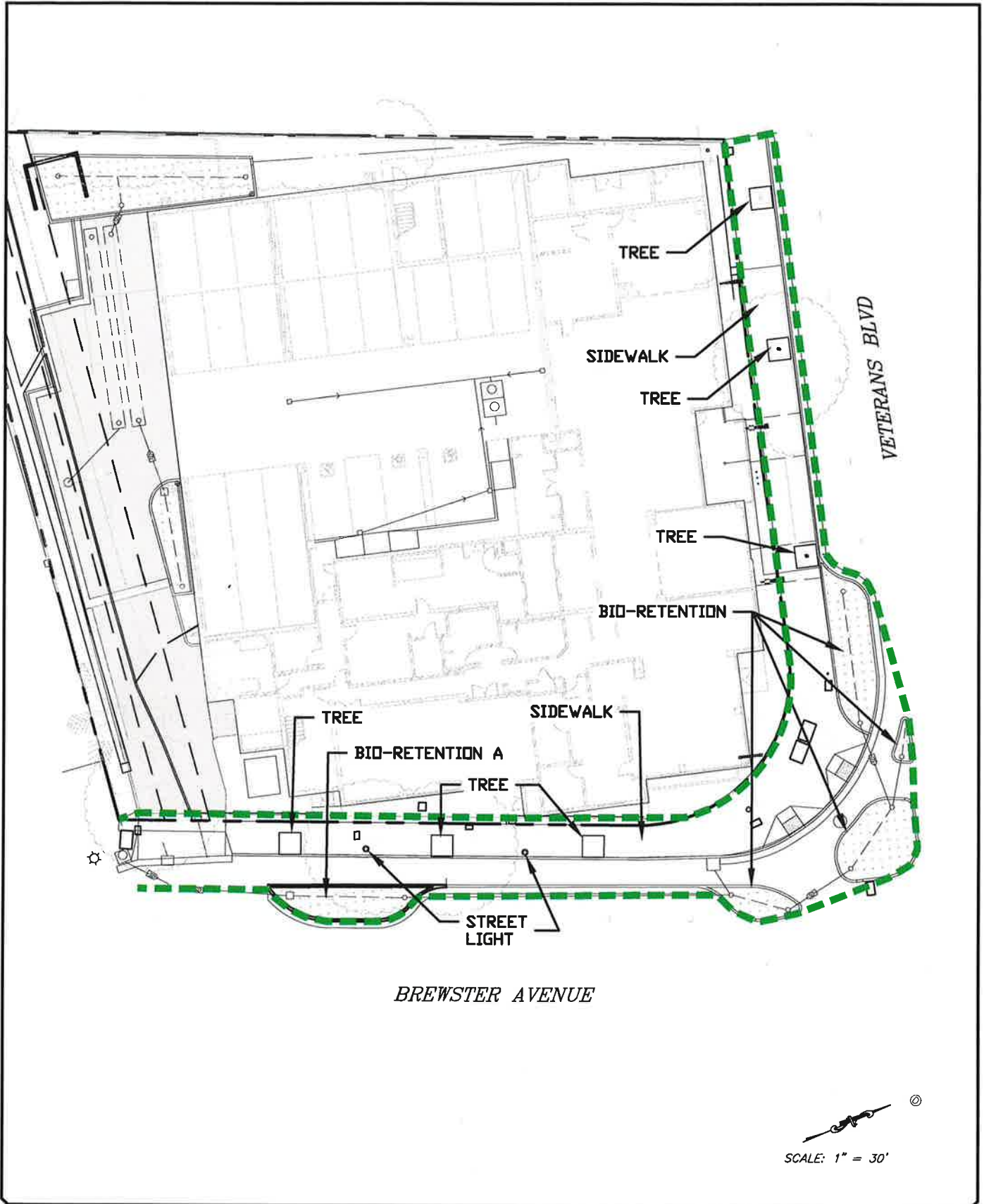
PARCEL A, AS DESIGNATED ON THE MAP ENTITLED "PARCEL MAP 69-3 IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA BEING A SUBDIVISION OF A PORTION OF FRACTIONAL SECTION 18, TOWNSHIP 5 SOUTH, RANGE 3 WEST, MOUNT DIABLO BASE AND MERIDIAN", FILED IN THE OFFICE OF THE RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA ON MARCH 21, 1969 IN BOOK 7 OF PARCEL MAPS AT PAGE 32.

PARCEL 2:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF BREWSTER AVENUE, AS EXTENDED, DISTANT THEREON NORTH 47° 28' 35" EAST 60.65 FEET FROM THE NORTHEASTERLY BOUNDARY OF THE PULGAS RANCHO; THENCE FROM SAID POINT OF BEGINNING ALONG SAID LINE OF BREWSTER AVENUE, NORTH 47° 28' 35" EAST 100.00 FEET TO THE SOUTHWESTERLY LINE OF THE BAYSHORE HIGHWAY; THENCE NORTHWESTERLY ALONG SAID LINE OF THE BAYSHORE HIGHWAY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2562.5 FEET, AN ARC DISTANCE OF 100 FEET; THENCE LEAVING SAID BAYSHORE HIGHWAY AND RUNNING PARALLEL WITH SAID LINE OF BREWSTER AVENUE, SOUTH 47° 28' 35" WEST 100.00 FEET; THENCE SOUTHEASTERLY IN A DIRECT LINE 100 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

APN: 052-284-360 (Affects Parcel 1)
052-284-380 (Affects Parcel 2)

JPN: 052-028-284-36A (Affects Parcel 1)
052-028-284-38A (Affects Parcel 2)



DATE:
03/01/2023

690 VETERANS BLVD
EXHIBIT B
IMPROVEMENTS AND MAINTENANCE AREA



© 1/09 AWC\18-1928 690 Veterans Boulevard\ACAD\690 Veterans Civil Plans G2 R2.dwg Mar 01, 2023 - 2:50pm, mpaufsky