

2020-075317

4:39 pm 07/31/20 AG Fee: NO FEE

Count of Pages 14

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



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

Handwritten initials in blue ink.

**LANDSCAPE MAINTENANCE AGREEMENT
910 Woodside Road**

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 4th day of MARCH, 2020 ("Effective Date"), by and between Valera Fooksman, an individual ("Developer"), and the CITY OF REDWOOD CITY, a charter city and California municipal corporation ("City") with reference to the following facts:

RECITALS

A. Reference is made to that certain real property situated in the City of Redwood City, County of San Mateo, State of California, known as 910 Woodside Road ("Site") and described on Exhibit "A", attached hereto and incorporated by this reference as if fully set forth herein (the "Property"). The Property is being developed as a residential project. Developer expects to transfer its interest in the Property to 906-924 Woodside Road Townhouses Association ("HOA"), a California nonprofit mutual benefit corporation, which HOA will be ultimately responsible for the management, operation and governance of the Property.

B. In connection with its development of the Property as a residential community, Developer submitted to City improvement plans, which include, inter alia, landscaping plans for along the Property frontage ("Plans"), all of which Plans have been approved by City. The Plans provide for installation of certain trees, irrigation, sidewalk and bicycle racks ("Improvements") within the sidewalk and public access easement ("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.

C. Developer has submitted a final map for the Property, which has been reviewed by the City Engineer and is being approved concurrently with this Agreement ("Final Map").

D. Developer recognizes that City's approval of the Final Map is based on Developer's commitment to the long-term maintenance, repair, care and, if and when necessary, replacement of the Improvements, and that the Final Map would not have

been approved without the assurance that this Agreement would be executed by Developer.

E. 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, City and Developer (together, the "Parties") hereby agree as follows:

1. PURPOSE OF AGREEMENT. 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 Final Map.

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:

- a. Maintain, safely operate, periodically inspect, repair, resurface and, if and when necessary, replace the Improvements identified in Exhibit "B";
- b. Perform all necessary service on maintenance equipment; and
- c. 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:

- a. Developer will maintain the Improvements in good condition, in compliance with the Plans and Final Map, and in accordance with the custom and

practice generally applicable to public rights-of-way within the City of Redwood City.

- b. 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.
- c. 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.
- d. 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.
- e. All maintenance work will conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.
- f. 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.

- a. 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.
- b. 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 Site 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.
- c. 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.a, at the rate of seven percent (7%) per annum.
- d. 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.

- e. 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 Site 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:

- a. 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.

- b. Insurance.

- i. 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.

- ii. 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.

iii. 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.

iv. 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.

v. 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:

1. 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;

2. 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);

3. Naming City, its Council, commissions, boards, committees, officers, employees and agents as additional insureds; and

4. 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, above.

13. 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.

14. AGREEMENT ATTACHES TO LAND AND BINDS DEVELOPER'S SUCCESSORS AND ASSIGNS. 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 a fee interest in any unit located 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.

15. ASSIGNMENT BY DEVELOPER. Developer may assign its obligations under this Agreement only with the prior written approval of City. 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. Developer may sell and/or grant the fee interest of lots/units or common area located on the Property and thereby transfer all of its obligations under this Agreement to its successors. Upon the sale and/or grant of a fee interest in a particular lot or common area located on the Property, Developer's obligations under this Agreement will inure to its successor-in-interest and Developer will thereafter be released from its obligations under this Agreement with respect to such lot or common area.

16. 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: Valera Fooksman
930 Far Creek Way
Redwood City, California 94062

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

17. MISCELLANEOUS.

- a. 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.

- b. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning hereof.
- c. Governing Law. This Agreement will be construed and governed in accordance with the laws of the State of California. Venue will be the County of San Mateo.
- d. Counterparts. This Agreement may be executed in any number of counterparts which together will constitute the contract of the Parties.
- e. Exhibits. Any and all exhibits and schedules attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference.
- f. 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.
- g. 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.
- h. 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.
- i. Attorneys' Fees and Costs. Either party may bring a lawsuit to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding will be entitled to recover from the other party's reasonable costs and expenses, including attorneys' fees.

[Signature Page Follows]

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

DEVELOPER

Valera Fooksman,
An individual

By: *V. Fooksman*
Valera Fooksman
Developer

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
municipal corporation

[Signature]
~~Melissa Stevenson-Diaz, City Manager~~
Alexandra Khajikian, Assistant City Manager
[Signature must be notarized]

ATTEST:

[Signature]
FOR Pamela Aguilar, City Clerk

CALIFORNIA ALL PURPOSE 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 JANUARY 21, 2020 before me, ALFONSO ANDRADA Notary
Date Insert Name and Title of the officer

Public, personally appeared VAURA FOOKSMAN

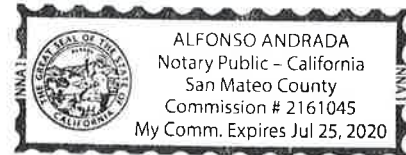
Name(s) of Signer(s)

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.

Signature: _____



OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment 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)

Signers Name: _____

Corporate Officer – Title(s) _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signers 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 March 4, 2020 before me, Julie MS Rosas, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Alexander Khajikian
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.

Signature Julie MS Rosas
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 Agr - 910 Woodside Rd

Document Date: March 4, 2020 Number of Pages: 12

Signer(s) Other Than Named Above: N/A

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: _____

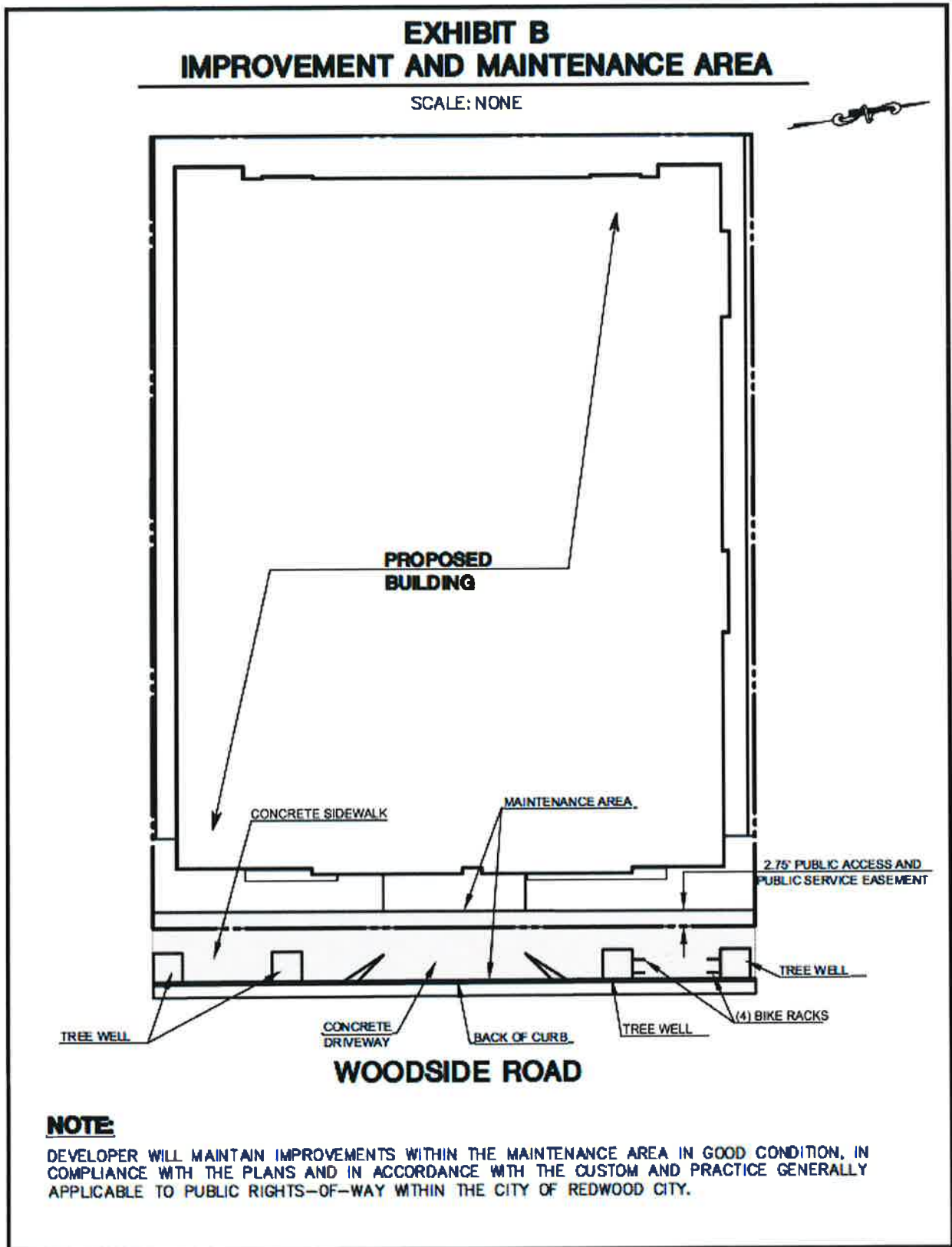
Exhibit "A"

Legal Description of Site

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING LOT 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "FINAL MAP NO. 2019-003, FILED FOR RECORD ON MARCH 19, 2020 IN THE OFFICE OF THE RECORDER OF SAID COUNTY AND STATE IN VOLUME 142 OF MAPS AT PAGES 69 AND 70.

Exhibit "B"

Improvements and Maintenance Area





RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:

CITY CLERK
CITY OF REDWOOD CITY
P.O. BOX 391
1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94064

SPACE ABOVE RESERVED FOR RECORDER'S USE
Exempt from recording fee per Gov. Code § 27383.

FIRST AMENDMENT TO AND ASSIGNMENT AND ASSUMPTION OF
LANDSCAPE MAINTENANCE AGREEMENT
910 Woodside Road

THIS FIRST AMENDMENT TO AND ASSIGNMENT AND ASSUMPTION OF
LANDSCAPE MAINTENANCE AGREEMENT, 910 WOODSIDE, ("First Amendment and
Assignment") is made and entered into SEPTEMBER 7 2023 ("Effective Date"), by and
between the City of Redwood City, a charter city and California Municipal Corporation
("City") and 910 Woodside, LLC, a California limited liability company("Developer")
(together, the "Parties").

RECITALS

A. Valera Fooksman ("Predecessor") and City entered into that certain
Landscape Maintenance Agreement dated March 4, 2020 and recorded July 31, 2020 as
instrument number 2020-075317, in the Official Records of the County of San Mateo
("Original Landscape Maintenance Agreement") with regard to the real property commonly
known as 910 Woodside Road, Redwood City, CA 94061 (the "Property") as more
particularly described in Exhibit "A", attached to and incorporated by this reference in Recital
A of the Original Landscape Maintenance Agreement.

B. Developer is now the owner of the Property, having acquired its interest by a
Grant Deed from Valera Fooksman and Maria Rutenburg, which was recorded on
December 17, 2020 as Instrument Number 2020-147283 in the Official Records of the
County of County of San Mateo.

C. The Original Landscape Maintenance Agreement included references to a
legible reduced-scale copy of the improvement plans showing the landscaping plans for
along the Property frontage within the sidewalk and public access easement ("Improvement
and Maintenance Area") as shown on Exhibit "B" attached to Original Maintenance
Agreement.

D. Developer requests modifications to Exhibit "B" to address issues discovered
since the recordation of the Original Landscape Maintenance Agreement concerning the
gutter pan that was constructed flat, preventing stormwater runoff from properly entering the
catch basin on Woodside Road and causing stormwater to pond in front of the Property.

E. Developer requested modifications to Exhibit "B" are shown on Revised
Exhibit "B" Improvement and Maintenance Area dated July 12, 2023 attached to this First

Amendment and Assignment and incorporated by this reference.

FIRST AMENDMENT AND ASSIGNMENT

NOW, THEREFORE, the Parties hereby amend the Original Landscape Maintenance Agreement as follows:

1. Exhibit "B" to the Original Landscape Maintenance Agreement is of no further force and effect and is hereby replaced with Revised Exhibit "B", attached hereto and incorporated by reference.
2. Predecessor hereby also assigns, conveys, transfers and sets over unto Developer all of Predecessor's rights and benefits under the Original Landscape Maintenance Agreement.
3. Developer hereby assumes and agrees to timely discharge, perform and to be bound by all of its liabilities, duties, and obligations imposed in connection with the Original Landscape Maintenance Agreement and this First Amendment and Assignment, to the same extent as if the Developer had been the original party there.
4. This First Amendment and Assignment shall be effective as of the date first set forth above. From and after such date, Developer shall be entitled to all of the rights and bound by all of the obligations set for in the Original Landscape Maintenance Agreement. Upon the execution of this First Amendment and Assignment, Developer shall constitute the "Owner" under the Original Landscape Maintenance Agreement and Predecessor shall be fully relieved of the obligations hereunder and shall have no liability for any default or failure to perform occurring from and after the date of this First Amendment and Assignment.
5. In all other respects the Original Landscape Maintenance Agreement shall remain in full force and effect.
6. This First Amendment and Assignment may be executed in any number of counterparts which together shall constitute the contract of the Parties.
7. Each person executing this First Amendment and Assignment 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 First Amendment and Assignment and perform all of its obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment and Assignment as of the date first stated above.

PREDECESSOR


Valera Fooksman,

By: 
Valera Fooksman

see attached notary

DEVELOPER

910 Woodside, LLC,
a California limited liability company

By: 
Name: Daniel Rutenburg
Title: CEO

[Signature must be notarized]


CITY

CITY OF REDWOOD CITY,
a municipal corporation


Melissa Stevenson Diaz, City Manager

[Signature must be notarized]

ATTEST:


Yessika Castro, Interim City Clerk

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)

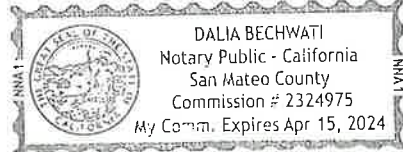
On 08/29/2023 before me, Dalia Bechwati, notary public
(insert name and title of the officer)

personally appeared Valera Fooksman
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)



VIRGINIA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

Commonwealth of Virginia
County of Albemarle

The foregoing instrument was acknowledged before me Jason McCants Barwick this 08/25/2023 [Date]
by Daniel Rutenburg [Name of Person Acknowledged].

Seal



Jason McCants Barwick
[Signature of Person Taking Acknowledgement]
Notary Public
[Title or Rank]
7962516
[Serial Number, if any]

Notary's Registration Number: 7962516

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 SEPTEMBER 7, 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.



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

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: _____

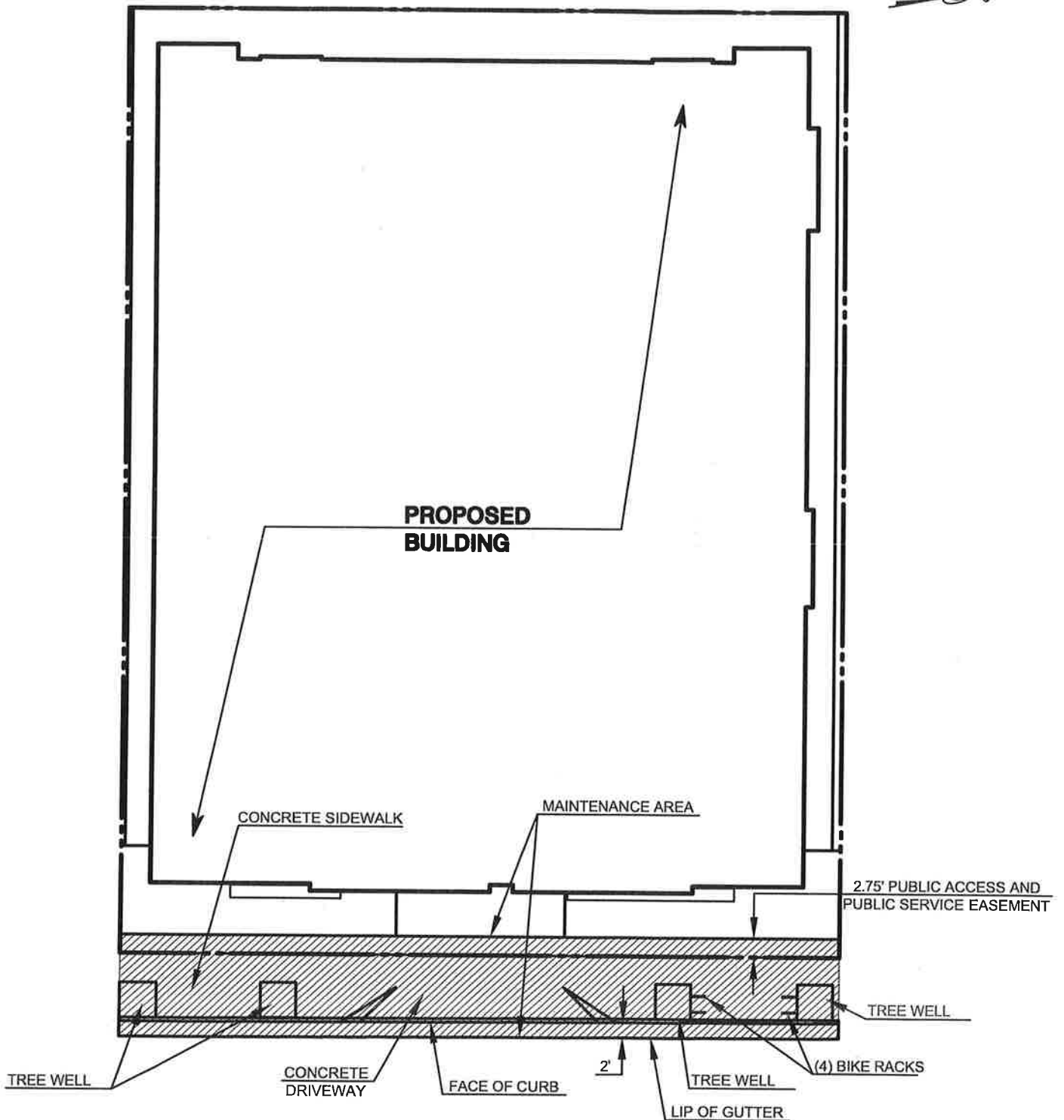
Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

REVISED EXHIBIT "B" IMPROVEMENT AND MAINTENANCE AREA

SCALE: NONE



WOODSIDE ROAD

NOTE:

DEVELOPER WILL MAINTAIN IMPROVEMENTS WITHIN THE MAINTENANCE AREA IN GOOD CONDITION, IN COMPLIANCE WITH THE PLANS AND IN ACCORDANCE WITH THE CUSTOM AND PRACTICE GENERALLY APPLICABLE TO PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF REDWOOD CITY.

7-12-2023