

RESOLUTION NO. 16181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING THE FIRST 10 YEAR TERM EXTENSION OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF REDWOOD CITY, THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY AND STANFORD HEALTH CARE FOR THE DEVELOPMENT OF THE STANFORD IN REDWOOD CITY PROJECT

WHEREAS, the City of Redwood City (“City”) and The Board of Trustees of the Leland Stanford Junior University (“Stanford University”) are parties to a Development Agreement dated as of December 3, 2013, and recorded on December 10, 2013, in the Official Records of San Mateo County as Document No. 2103-166544 (“Development Agreement”); and

WHEREAS, the Development Agreement provides for the development and use of the 35-acre site bordered by 450 Broadway, Bayshore Freeway/US 101, 550 Broadway, Broadway, Douglas Avenue, Bay Road, Spinax Park, and Fire Station No. 11 (“Property”) for administrative functions, offices, medical clinics and/or research and development facilities (“Project”); and

WHEREAS, the terms of the Development Agreement include the following community benefits funded by Stanford University:

- Neighborhood Streets Enhancement Program (NSEP) in the amount of \$1,500,000
- Community Sustainability Fund in the amount of \$4,000,000
- Bicycle System Improvements in the amount of \$450,000
- Bus Shelter Improvements in the amount of \$100,000
- Water Tank Improvements (for emergency water supply) in the amount of \$1,500,000
- Stormwater Improvements (to address existing flooding conditions in Project area) in the amount of \$1,000,000
- Economic Development in the form of executive education and entrepreneur training programs for Redwood City residents, businesses and City staff through the Stanford University Graduate School of Business at a total estimated cost of \$5,000,000
- Partial funding for a multi-use recreation and wellness center at Red Morton Park in the amount of \$1,000,000
- Funding toward the summer concert series in the amount of \$250,000
- City of Redwood City Educational Foundation payment in the amount of \$250,000
- Design and improvement of Publicly Accessible Private Open Space (2.4 acres adjacent to Spinax Park); and

WHEREAS, Stanford University transferred a portion of the Property, known as “Block E,” to Stanford Health Care and assigned its rights and obligations as to Block E under the Development Agreement to Stanford Health Care in that certain Partial Assignment and Assumption of Development Agreement, dated March 30, 2020, and recorded on March 30, 2020, in the Official Records of San Mateo County as Document No. 2020-029051. Stanford University and Stanford Health Care are collectively referred to herein as “Developer”; and

WHEREAS, the initial term of the Development Agreement is 10 years (“Initial Term”), and the Developer has the right to extend the Initial Term for two additional 10-year periods subject to the terms and conditions prescribed in Section 1.3 of the Development Agreement; and

WHEREAS, in order to obtain the first 10-year extension (“First Term Extension”), Developer must be in compliance with the Development Agreement and have either (a) constructed at least 350,000 square feet of Net New Development, as defined in the Development Agreement; or (b) paid (i) 100% of the Bicycle Contribution; and (ii) that portion of the Neighborhood Streets Enhancement Program Contribution, Community Sustainability Fund Contribution and Water Tank Contribution equal to the total amount Developer would have paid had it obtained building permits for at least 350,000 square feet of Net New Development; and

WHEREAS, Stanford University and Stanford Health Care submitted a letter dated May 4, 2023, formally requesting the First Term Extension of the Development Agreement (“Extension Request”); and

WHEREAS, as required by Section 1.3.3.1 of the Development Agreement, Developer provided copies of demolition permits, building permits and certificates of occupancy demonstrating: (a) the total square footage demolished on the Property prior to the date of the Extension Request; and (b) the Net New Development, as defined in the Development Agreement, for which building permits and/or certificates of occupancy have been issued prior to the date of the Extension Request; and

WHEREAS, as required by Section 1.3.3.2 of the Development Agreement, Developer provided receipts, copies of checks or other documentation demonstrating the payments that Developer has made toward the following: the Bicycle Contribution (\$468,315), the Neighborhood Streets Enhancement Program Contribution (\$774,420), the Community Sustainability Fund Contribution (\$1,321,068), the Water Tank Contribution (\$511,143), all as defined in the Development Agreement; and

WHEREAS, as required by Section 1.3.3.3 of the Development Agreement, Developer provided evidence of compliance with the Economic Development Contribution, as defined in the Development Agreement, consisting of documentation evidencing executive education and entrepreneur training programs for Redwood City residents, businesses and City staff through the Stanford University Graduate School of Business at a total estimated cost to Developer of \$5,000,000 including programs related

to the following: Entrepreneurship Boot Camp, Management Program for City Employees, Entrepreneurship Hosting Events, and Executive Education Open Enrollment Programs; and

WHEREAS, as required by Section 1.3.3.4 of the Development Agreement, Developer provided current title reports or other evidence satisfactory to the City demonstrating that Stanford University (Blocks A-D) and Stanford Health Care (Block E) owns the Property for which the extension is sought; and

WHEREAS, Developer has constructed Phase 1 of the Project in compliance with all Project approvals and has paid the required benefit contributions, including without limitation, the \$1,075,000 Storm Water Improvements and Broadway Roadway Configurations; and

WHEREAS, Stanford University paid the City for benefit contributions related to Contribution, the \$1,000,000 Recreation and Wellness Contribution, the \$250,000 Arts and Music Contribution and the \$250,000 Education Contribution, and remains in compliance with the terms of the Development Agreement; and

WHEREAS, Stanford University completed construction of 293,350 square feet of Net New Development of Phase 1 of the Project; and

WHEREAS, Developer has paid the City the full amount of the Bicycle Contribution in the amount of \$468,315; and amounts equal to the amounts Developer would have paid had it obtained building permits for at least 350,000 square feet of Net New Development for the Neighborhood Streets Enhancement Program Contribution, Community Sustainability Fund Contribution and the Water Tank Contribution, which amounts are \$774,420 for the Neighborhood Streets Enhancement Program Contribution, \$1,618,731.32 for the Community Sustainability Fund Contribution, and \$633,606.84 for the Water Tank Contribution; and

WHEREAS, on September 29, 2023, a public hearing notice of the City Council meeting was published in the San Mateo Daily Journal and posted on the website, and was mailed to owners and tenants within 300 feet of the Project; and

WHEREAS, on October 9, 2023, the City Council conducted a duly noticed public hearing, in accordance with the terms of the Development Agreement, to consider whether Developer had met the requirements for the First Term Extension.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct and are hereby incorporated herein by this reference as if fully set forth in their entirety.

SECTION 2. The City Council hereby finds and determines, based on the staff report, all written documentation provided by Developer and all oral and written testimony presented at the hearing, that the Extension Conditions have been met and satisfied based on the following:

1. Developer is in compliance with all of its obligations under the Development Agreement. Developer has complied with all applicable terms and conditions, including contribution and improvement obligations, set forth in the Development Agreement, and has complied with all applicable conditions and requirements of the Project approvals. Developer has provided documentation demonstrating compliance with the applicable contribution payments, including the Bicycle Contribution, the Neighborhood Streets Enhancement Program Contribution, the Community Sustainability Fund Contribution, the Water Tank Contribution, and the Bus Shelter Contribution. Developer has constructed Phase 1 of the Project in accordance with all Project Approvals.

2. While Developer has not constructed at least 350,000 square feet of Net New Development, Developer has paid (i) 100% of the Bicycle Contribution; and (ii) that portion of the Neighborhood Streets Enhancement Program Contribution, Community Sustainability Fund Contribution and Water Tank Contribution equal to the total amount Developer would have pay had it obtained building permits for at least 350,000 square feet of Net New Development. Developer has paid the following contribution amounts: \$468,315 for the Bicycle Contribution; \$774,420 for the Neighborhood Streets Enhancement Program Contribution; \$1,618,731.32 for the Community Sustainability Fund Contribution; and \$633,606.84 for the Water Tank Contribution.

SECTION 3. Based on the findings and determinations set forth above, the City Council hereby directs the City Manager to approve Developer’s First Extension Request and provide written notice, in a recordable form, that the First Extension Request has been granted and the Term of the Development Agreement, as defined therein, has been extended for an additional 10 years. The City Manager is further authorized to execute a Memorandum of First Term Extension of Development Agreement in the form attached hereto, for recordation in the Official Records of San Mateo, and to take any other actions necessary to effectuate the approval of the First Term Extension.

SECTION 4. This Resolution is effective upon its adoption.

* * *

EXHIBIT A

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

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

*Space above This Line Reserved for Recorder's Use
Exempt from Recording Fee Per Government Code Section 27383*

**MEMORANDUM OF FIRST TERM EXTENSION
OF DEVELOPMENT AGREEMENT**

This MEMORANDUM OF FIRST TERM EXTENSION OF DEVELOPMENT AGREEMENT (“**Memorandum**”) dated for reference purposes as of _____, 2023 (“**Effective Date**”), is entered into by and between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California (“**Stanford University**”), STANFORD HEALTH CARE, a California non-profit public benefit corporation (“**Stanford Health Care**”) and the CITY OF REDWOOD CITY, a charter city and California municipal corporation (“**City**”). Stanford University, Stanford Health Care and City are sometimes referred to individually herein as a “**Party**” and collectively as “**Parties.**”

Recitals

A. City and Stanford University entered into that certain Development Agreement dated as of December 3, 2013, and recorded on December 10, 2013, in the Official Records of San Mateo County as Document No. 2013-166544 (“**Development Agreement**”), regarding the development of that certain real property located in the City of Redwood City and described in Exhibit A, attached hereto and incorporated herein by reference (“**Property**”). All capitalized terms not otherwise defined herein shall have the definition set forth in the Development Agreement.

B. Stanford University transferred a portion of the Property known as “Block E” to Stanford Health Care and assigned its rights and obligations as to Block E under the Development Agreement to Stanford Health Care in that certain Partial Assignment and Assumption of Development Agreement, dated March 30, 2020, and recorded on March 30, 2020, in the Official Records of San Mateo County as Document No. 2020-029051. Stanford University and Stanford Health Care are collectively referred to herein as “**Developer.**”

C. The Development Agreement is in full force and effect and a binding obligation of the Parties. Stanford University and Stanford Health Care remain the fee owners of the Property subject to the Development Agreement.

D. Section 1.3.1 of the Development Agreement provides that the Initial Term of the Development Agreement is 10 years commencing on the Effective Date. The Effective Date is December 3, 2013. Therefore, the expiration of the Initial Term is December 3, 2023.

E. Section 1.3.2 of the Development Agreement provides that Developer has the right to extend the Initial Term for two additional 10-year periods provided that Developer is in compliance with all of its obligations under the Development Agreement and Project Approvals and has met certain construction or fee payment obligations. To be granted the First Term Extension of 10 years, Developer must either have (1) obtained building permits for at least 350,000 square feet of Net New Development; or (2) paid or prepaid the following total amounts to City (a) 100 percent of the Bicycle Contribution; and (b) that portion of the Neighborhood Streets Enhancement Program Contribution, Community Sustainability Fund Contribution and Water Tank Contribution equal to the total amount Developer would have paid had it obtained building permits for at least 350,000 square feet of Net New Development.

F. On May 4, 2023, Developer submitted an Extension Request for the First Term Extension, together with the documentation required by Section 1.3.3 of the Development Agreement to support such request and demonstrate that the Extension Conditions have been met.

G. On October 9, 2023, the City Council of the City of Redwood City held a public hearing to consider whether Developer had met the requirements for the First Term Extension. The City Council adopted Resolution No. ___ finding that Developer is in compliance with the Development Agreement and that the required Extension Conditions have met. The City Council further directed the City Manager to grant the Extension Request and execute this Memorandum documenting the 10-year extension of the Initial Term.

NOW, THEREFORE, the Parties agree as follows:

1. First Term Extension. The Parties hereby agree and acknowledge that the Initial Term of the Development Agreement is hereby extended for the First Term Extension of 10 years. Therefore, the Term of the Development Agreement continues until December 3, 2033, unless earlier terminated as provided in Section 1.3 of the Development Agreement.

2. Purpose of Memorandum; Development Agreement in Full Force and Effect. The sole purpose of this Memorandum is to give notice of the extension of the Initial Term of the Development Agreement as set forth above. This Memorandum in no way modifies or amends the Development Agreement, which remains in full force and effect. If there is any conflict between the terms of this Memorandum and the terms of the Development Agreement, the terms of the Development Agreement shall control.

3. Counterparts. This Memorandum may be executed in counterparts, each of which is an original but all of which together constitute one and the same instrument.

[signatures follow on next page]

IN WITNESS WHEREOF, this Memorandum has been executed by City, Stanford University and Stanford Health Care as of the Effective Date.

CITY:

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

By:

Melissa Stevenson Diaz, City Manager
[signature must be notarized]

APPROVED AS TO FORM:

By:

Veronica Ramirez, City Attorney

ATTEST:

By:

Yessika Castro, Interim City Clerk

STANFORD UNIVERSITY:

THE BOARD OF TRUSTEES OF THE
LELAND STANFORD JUNIOR UNIVERSITY,
a body having corporate powers under the laws of
the State of California

By: _____

Name: _____

Title: _____

[signature must be notarized]

STANFORD HEALTH CARE:

STANFORD HEALTH CARE, a
California non-profit public benefit
corporation

By: _____

Name: _____

Title: _____

[signature must be notarized]

ACKNOWLEDGMENTS

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 _____)

On _____, 202__, before me, _____,
Notary Public, personally appeared _____,
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)

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 _____)

On _____, 202__, before me, _____,
Notary Public, personally appeared _____,
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)

ACKNOWLEDGMENTS

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 _____)

On _____, 202__, before me, _____,
Notary Public, personally appeared _____,
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)

EXHIBIT A



March 13, 2013
BKF No. 20086028
Page 1 of 6

Legal Description

EXISTING PARCELS Stanford in Redwood City

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

PARCEL ONE (APN 054-141-220)

LOT 1, AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP NO. 2003-03 MIDPOINT TECHNOLOGY PARK NORTHWEST CAMPUS", FILED NOVEMBER 7, 2003 IN BOOK 75 OF PARCEL MAPS AT PAGES 28 AND 29, IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO.

PARCEL TWO (APN 054-141-230)

LOT 2, AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP NO. 2003-03 MIDPOINT TECHNOLOGY PARK NORTHWEST CAMPUS", FILED NOVEMBER 7, 2003 IN BOOK 75 OF PARCEL MAPS AT PAGES 28 AND 29, IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO.

PARCEL THREE (APN 054-141-180)

PARCEL 8, AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP NO. 96-1", FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO.

EXCEPTING THEREFROM AS TO THAT PORTION OF SAID PARCEL 8 CONVEYED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, TO 899 BROADWAY ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED NOVEMBER 24, 1993, SERIES NO. 93-204497, OFFICIAL RECORDS, THE RIGHTS RESERVED IN SAID DEED, AS FOLLOWS:

"GRANTOR EXCEPTS FROM THE PROPERTY AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, ALL MINERALS AND MINERAL RIGHTS, INTEREST AND ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER, GRANTOR OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH."

PARCEL FOUR (APN 054-150-140)

PARCEL 1 AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP NO. 96-1", FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS, PAGES 51 AND 52, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN MATEO.

NON-EXCLUSIVE EASEMENTS IN FAVOR OF PARCEL 1 HEREOF, OVER "COMMON AREA A", AS SHOWN ON THE PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS

THE SERVIENT TENEMENT FOR INGRESS AND EGRESS PURPOSES OVER THE WALKWAYS AND OPEN SPACE AREAS SITUATED ON THE SERVIENT TENEMENT, AS SET FORTH IN THE MIDPOINT TECHNOLOGY PARK DECLARATION, DATED OCTOBER 14, 1996 AND RECORDED OCTOBER 21, 1996, SERIES NO. 96-130495 IN OFFICIAL RECORDS OF SAN MATEO COUNTY.

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND ACCESS, PARKING, UTILITY, MAINTENANCE, REPAIR AND OTHER USES AND PURPOSES, IN FAVOR OF PARCEL 1 HEREOF, OVER AND ACROSS PARCELS 2, 3, 4, 5 AND 6 AND "COMMON AREA A" OF PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS, AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AND PARCEL 3 OF PARCEL MAP NO. 95-1, FILED JANUARY 19, 1996 IN BOOK 68 OF PARCEL MAPS, AT PAGES 88-90, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN MIDPOINT TECHNOLOGY PARK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED OCTOBER 14, 1996 AND RECORDED ON OCTOBER 21, 1996, SERIES NO. 96-130495, IN THE OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL FIVE (APN 054-150-150)

PARCEL 2 AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP NO. 96-1", FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS, AT PAGES 51 AND 52, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN MATEO.

EXCEPTING THEREFROM AS TO THAT PORTION OF SAID PARCEL 2 CONVEYED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, TO 899 BROADWAY ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED NOVEMBER 24, 1993, SERIES NO. 93-204497, OFFICIAL RECORDS, THE RIGHTS RESERVED IN SAID DEED AS FOLLOWS:

"GRANTOR EXCEPTS FROM THE PROPERTY AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER GRANTOR OR ITS SUCCESSORS AND ASSIGNS SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH."

NON-EXCLUSIVE EASEMENTS IN FAVOR OF PARCEL 2 HEREOF, OVER "COMMON AREA A", AS SHOWN ON THE PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS THE SERVIENT TENEMENT FOR INGRESS AND EGRESS PURPOSES OVER THE WALKWAYS AND OPEN SPACE AREAS SITUATED ON THE SERVIENT TENEMENT, AS SET FORTH IN THE MIDPOINT TECHNOLOGY PARK DECLARATION, DATED OCTOBER 14, 1996 AND RECORDED OCTOBER 21, 1996, SERIES NO. 96-130495 IN OFFICIAL RECORDS OF SAN MATEO COUNTY.

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND ACCESS, PARKING, UTILITY, MAINTENANCE, REPAIR AND OTHER USES AND

PURPOSES, IN FAVOR OF PARCEL 2 HEREOF, OVER AND ACROSS PARCELS 1, 3, 4, 5 AND 6 AND "COMMON AREA A" OF PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS, AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AND PARCEL 3 OF PARCEL MAP NO. 95-1, FILED JANUARY 19, 1996 IN BOOK 68 OF PARCEL MAPS, AT PAGES 88-90, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN MIDPOINT TECHNOLOGY PARK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED OCTOBER 14, 1996 AND RECORDED ON OCTOBER 21, 1996, SERIES NO. 96-130495, IN THE OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL SIX (APN 054-150-160)

PARCEL 3, AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP NO. 96-1", FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS, AT PAGES 51 AND 52, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN MATEO.

EXCEPTING THEREFROM AS TO THAT PORTION OF SAID PARCEL 3 CONVEYED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION TO 899 BROADWAY ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED NOVEMBER 24, 1993, SERIES NO. 93-204497, OFFICIAL RECORDS, THE RIGHTS RESERVED IN SAID DEED, AS FOLLOWS:

"GRANTOR EXCEPTS FROM THE PROPERTY AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER, GRANTOR OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH."

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 3 HEREOF, OVER "COMMON AREA A", AS SHOWN ON THE PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS THE SERVIENT TENEMENT, FOR INGRESS AND EGRESS PURPOSES OVER THE WALKWAYS AND OPEN SPACE AREAS SITUATED ON THE SERVIENT TENEMENT, AS SET FORTH IN THE MIDPOINT TECHNOLOGY PARK DECLARATION, DATED OCTOBER 14, 1996 AND RECORDED OCTOBER 21, 1996, SERIES NO. 96-130495, IN OFFICIAL RECORDS OF SAN MATEO COUNTY.

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS, PARKING, UTILITY, MAINTENANCE, REPAIR AND OTHER USES AND PURPOSES, IN FAVOR OF PARCEL 3 HEREOF, OVER AND ACROSS PARCEL 1, 2, 4, 5 AND 6 AND "COMMON AREA A", OF PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OF OFFICIAL RECORDS OF SAN MATEO COUNTY AND PARCEL 3 OF PARCEL MAP NO. 95-1, FILED JANUARY 19, 1996 IN BOOK 68 OF PARCEL MAPS, AT PAGES 88-90, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN MIDPOINT TECHNOLOGY PARK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED OCTOBER 14,

1996 AND RECORDED ON OCTOBER 21, 1996, SERIES NO. 96-130495, IN THE OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL SEVEN (APN 054-150-170)

PARCEL 4, AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP NO. 96-1", FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS, AT PAGES 51 AND 52, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN MATEO.

EXCEPTING THEREFROM AS TO THAT PORTION OF SAID PARCEL 4 CONVEYED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION TO 899 BROADWAY ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED NOVEMBER 24, 1993, SERIES NO. 93-204497, OFFICIAL RECORDS, THE RIGHTS RESERVED IN SAID DEED, AS FOLLOWS:

"GRANTOR EXCEPTS FROM THE PROPERTY AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER, GRANTOR OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH."

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 4 HEREOF, OVER "COMMON AREA A", AS SHOWN ON THE PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS THE SERVIENT TENEMENT, FOR INGRESS AND EGRESS PURPOSES OVER THE WALKWAYS AND OPEN SPACE AREAS SITUATED ON THE SERVIENT TENEMENT, AS SET FORTH IN THE MIDPOINT TECHNOLOGY PARK DECLARATION, DATED OCTOBER 14, 1996 AND RECORDED OCTOBER 21, 1996, SERIES NO. 96-130495, IN OFFICIAL RECORDS OF SAN MATEO COUNTY.

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS, PARKING, UTILITY, MAINTENANCE, REPAIR AND OTHER USES AND PURPOSES, IN FAVOR OF PARCEL 4 HEREOF, OVER AND ACROSS PARCEL 1, 2, 3, 5 AND 6 AND "COMMON AREA A", OF PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OF OFFICIAL RECORDS OF SAN MATEO COUNTY AND PARCEL 3 OF PARCEL MAP NO. 95-1, FILED JANUARY 19, 1996 IN BOOK 68 OF PARCEL MAPS, AT PAGES 88-90, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN TECHNOLOGY PARK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED OCTOBER 14, 1996 AND RECORDED ON OCTOBER 21, 1996, SERIES NO. 96-130495, IN THE OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL EIGHT (APN 054-150-180)

PARCEL 5, AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP NO. 96-1", FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS, AT PAGES 51 AND 52, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN MATEO.

EXCEPTING THEREFROM AS TO THAT PORTION OF SAID PARCEL 5 CONVEYED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION TO 899 BROADWAY ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED NOVEMBER 24, 1993, SERIES NO. 93-204497, OFFICIAL RECORDS, THE RIGHTS RESERVED IN SAID DEED, AS FOLLOWS:

"GRANTOR EXCEPTS FROM THE PROPERTY AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER, GRANTOR OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH."

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 5 HEREOF, OVER "COMMON AREA A", AS SHOWN ON THE PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS THE SERVIENT TENEMENT, FOR INGRESS AND EGRESS PURPOSES OVER THE WALKWAYS AND OPEN SPACE AREAS SITUATED ON THE SERVIENT TENEMENT, AS SET FORTH IN THE MIDPOINT TECHNOLOGY PARK DECLARATION, DATED OCTOBER 14, 1996 AND RECORDED OCTOBER 21, 1996, SERIES NO. 96-130495, IN OFFICIAL RECORDS OF SAN MATEO COUNTY.

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS, PARKING, UTILITY, MAINTENANCE, REPAIR AND OTHER USES AND PURPOSES, IN FAVOR OF PARCEL 5 HEREOF, OVER AND ACROSS PARCEL 1, 2, 3, 4 AND 6 AND "COMMON AREA A", OF PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OF OFFICIAL RECORDS OF SAN MATEO COUNTY AND PARCEL 3 OF PARCEL MAP NO. 95-1, FILED JANUARY 19, 1996 IN BOOK 68 OF PARCEL MAPS, AT PAGES 88-90, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN MIDPOINT TECHNOLOGY PARK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED OCTOBER 14, 1996 AND RECORDED ON OCTOBER 21, 1996, SERIES NO. 96-130495, IN THE OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL NINE (APN 054-150-190)

PARCEL 6, AS SHOWN ON THE MAP ENTITLED, "PARCEL MAP NO. 96-1", FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO.

EXCEPTING THEREFROM AS TO THAT PORTIONS OF SAID PARCEL 6 CONVEYED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, TO 899 BROADWAY ASSOCIATES, A CALIFORNIA GENERAL PARTNERSHIP, RECORDED NOVEMBER 24, 1993, SERIES NO. 93-204497, OFFICIAL RECORDS, THE RIGHTS RESERVED IN SAID DEED, AS FOLLOWS:

"GRANTOR EXCEPTS FROM THE PROPERTY AND RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND

ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER, GRANTOR OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH."

A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 6 HEREOF, OVER "COMMON AREA A", AS SHOWN ON THE PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS THE SERVIENT TENEMENT, FOR INGRESS AND EGRESS PURPOSES OVER THE WALKWAYS AND OPEN SPACE AREAS SITUATED ON THE SERVIENT TENEMENT, AS SET FORTH IN THE MIDPOINT TECHNOLOGY PARK DECLARATION, DATED OCTOBER 14, 1996 AND RECORDED OCTOBER 21, 1996, SERIES NO. 96-130495, IN OFFICIAL RECORDS OF SAN MATEO COUNTY.

A NON-EXCLUSIVE FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS, PARKING, UTILITY, MAINTENANCE, REPAIR AND OTHER USES AND PURPOSES, IN FAVOR OF PARCEL 6 HEREOF, OVER AND ACROSS PARCELS 1, 2, 3, 4 AND 5 AND "COMMON AREA A" OF PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AND PARCEL 3 OF PARCEL MAP NO. 95-1, FILED JANUARY 19, 1996 IN BOOK 68 OF PARCEL MAPS, AT PAGES 88-90, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN MIDPOINT TECHNOLOGY PARK DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, DATED OCTOBER 14, 1996 AND RECORDED ON OCTOBER 21, 1996, SERIES NO. 96-130495, IN THE OFFICIAL RECORDS OF SAN MATEO COUNTY, CALIFORNIA.

PARCEL TEN (APN 054-150-120)

PARCEL 3, AS SHOWN ON PARCEL MAP NO. 95-1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, CALIFORNIA, ON JANUARY 19, 1996 IN BOOK 68 OF MAPS, AT PAGES 88, 89 AND 90.

PARCEL ELEVEN (COMMON AREA A)

"COMMON AREA A" IS A NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCELS 1, 2, 3, 4, 5 AND 6 HEREOF, AS SHOWN ON THE PARCEL MAP NO. 96-1, FILED OCTOBER 21, 1996, IN BOOK 69 OF PARCEL MAPS AT PAGES 51 AND 52, OFFICIAL RECORDS OF SAN MATEO COUNTY, AS THE SERVIENT TENEMENT, FOR INGRESS AND EGRESS PURPOSES OVER THE WALKWAYS AND OPEN SPACE AREAS SITUATED ON THE SERVIENT TENEMENT, AS SET FORTH IN THE MIDPOINT TECHNOLOGY PARK DECLARATION, DATED OCTOBER 14, 1996 AND RECORDED OCTOBER 21, 1996, SERIES NO. 96-130495, IN OFFICIAL RECORDS OF SAN MATEO COUNTY.

The above descriptions were compiled from Preliminary Report, Order No. NCS-158911-SM, dated October 15, 2007 and updated November 9, 2007, Preliminary Report, Order No. NCS-343495-SM, dated February 29, 2008, both Reports issued by First American Title Insurance Company.

Passed and adopted by the Council of the City of Redwood City at a
Joint City Council/Successor Agency Board/Public Financing Authority Meeting
thereof held on the 9th day of October 2023 by the following votes:

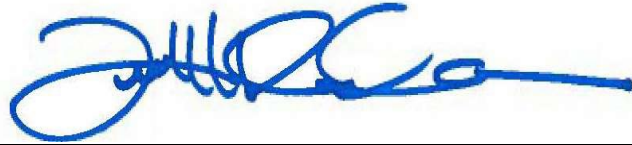
AYES: Aguirre, Eakin, Howard, Martinez Saballos, Sturken, Vice
Mayor Espinoza-Garnica

NOES: None

ABSENT: None

ABSTAINED: None

RECUSED: Mayor Gee



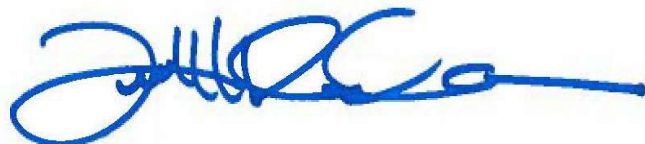
Jeff Gee
Mayor of the City of Redwood City

Attest:



Yessika Castro, CMC, CPMC
Interim City Clerk of Redwood City

I hereby approve the foregoing resolution this
10th day of October 2023.



Jeff Gee
Mayor of the City of Redwood City