

2023-063038 CONF

1:12 pm 11/29/2023 AG Fee: NO FEE

Count of Pages 19

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

Conformed Copy

LANDSCAPE MAINTENANCE AGREEMENT  
Broadway Plaza – Broadway Block

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 25<sup>th</sup> day of OCTOBER, 2023 ("Effective Date"), by and between SI XX, LLC, a California limited liability company ("Developer"), and the CITY OF REDWOOD CITY, a charter city and California municipal corporation ("City") with reference to the following facts:

RECITALS

A. Developer is the current fee owner of that certain real property consisting of approximately 11.2 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"). The Property is being developed as a mixed-use project consisting of approximately 400 market-rate residential units, 120 affordable residential units, 420,000 sf of office space, 11,000 sf of retail space, 10,000 of childcare space, public and private open space, and shared underground parking (the "Project") Developer expects to transfer its interest in the Property to Center Association as a Property Owners Association ("POA"), a California nonprofit mutual benefit corporation, which POA will be ultimately responsible for the management, operation and governance of the Property.

B. In connection with its development of the Project, Developer submitted to City Off-Site Improvement Plans of 1401 Broadway, prepared by Kier & Wright and dated March 22, 2023 and Site Improvement Plans of Sobrato Broadway Plaza Residential, prepared by Kier & Wright and dated January 20, 2023, which include, inter alia, landscaping plans for along the Property frontage and the on-site publicly accessible open space ("Plans"), all of which Plans have been approved by City. The Plans provide for installation of certain landscaping, pedestrian lighting, irrigation, paths, public dog run, water feature, and shaded public plaza ("Improvements") within publicly owned areas and on-site within public easement areas ("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 the first phase of the parcel maps for the Property, which has been reviewed by the City Engineer and is being approved concurrently with this Agreement (“Parcel Map”).

D. Developer recognizes that City’s approval of the Parcel 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 Parcel 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 Parcel 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 Parcel 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, then subject to the notice and cure provisions in Section 12, the 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 and Developer's failure to cure within any applicable cure period granted in this Agreement. City may, at its option, in the event of Developer's default and failure to cure, 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 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:

- 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 or equivalent 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 or equivalent, 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 to an amount not to exceed \$100,000 or self-insured retentions with respect to City, its 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. Developer shall provide 30 days written notice for cancellation or any reduction in coverage during the term of this Agreement;

2. Developer's insurance shall 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. Developer shall name City, its Council, commissions, boards, committees, officers, employees and agents as additional insureds; and

4. Developer's insurance will be primary insurance relating to Developer'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 shall not be excess of Contractor's insurance and shall not be contributory with it. Such insurance shall 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.

vi. 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, officers, commissions, agents and employees (collectively, the "City Parties") harmless from liens, claims, demands, actions, causes of action, obligations, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees (individually, "Claim" 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 hold harmless defend and/or indemnify City and/or any City Parties to the extent that any Claim is caused by the gross negligence or willful misconduct of City or any City Parties. 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.

deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To Developer: SI XX, LLC  
c/o The Sobrato Organization, LLC  
599 Castro Street, Suite 400  
Mountain View, CA 94041  
Attn: Matthew W. Sonsini

With a copy to: The Sobrato Organization, LLC  
599 Castro Street, Suite 400  
Mountain View, CA 94041  
Attn: Peter Tsai

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

The above addresses may be changed by written notice to the other party; provided, however, that in no event shall a change of address include a P.O. Box or address to which personal delivery or delivery by overnight courier cannot be effectuated.

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.

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 the written notification states that the problem is urgent and relates to the public health and safety, then the Developer shall have twenty-four (24) hours to rectify the problem. 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 and to any portion of 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 (with respect to breaches occurring during Developer's period of ownership) 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 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. City agrees and acknowledges that the form attached hereto as Exhibit "C" is an acceptable form of assignment and assumption agreement (provided, however, that City shall not unreasonably withhold approval to other forms of assignment and assumption agreements). 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

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**

SI XX, LLC,  
a California limited liability company

By: Sobrato Development Companies, LLC  
A California limited liability company  
Its: Manager

By:   
Matthew W. Sonsini  
Its: Manager

***[Signature must be notarized]***

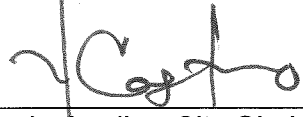
**CITY**

**CITY OF REDWOOD CITY**, a  
municipal corporation

  
Melissa Stevenson Diaz, City Manager

***[Signature must be notarized]***

ATTEST:

  
Pamela Aguilar, City Clerk  
**YES: ICA CASTRO, INTERIM**



**CALIFORNIA ACKNOWLEDGMENT**

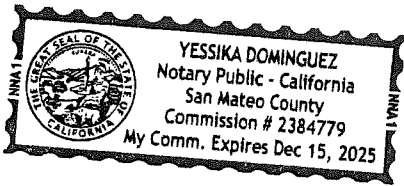
**CIVIL CODE § 1189**

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 OCTOBER 25, 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.

Signature \_\_\_\_\_  
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: \_\_\_\_\_

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 A:

PARCEL ONE:

LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION BEING A RESUBDIVISION OF PARCELS 1 & 4 AS SHOWN ON AMENDED PARCEL MAP NO. 70710AB RECORDED AUGUST 28, 1968 IN VOLUME 6 OF PARCEL MAPS AT PAGE 16 OFFICIAL RECORDS OF SAN MATEO COUNTY, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JULY 05, 1972 IN BOOK 75 OF MAPS, PAGES 44 AND 45.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND 15 FEET WIDE, MEASURED AT RIGHT ANGLES WESTERLY FROM, AND LYING ADJACENT TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESIGNATED PARCEL 2 ON MAP ENTITLED "AMENDED PARCEL MAP OF A RESUBDIVISION OF A PORTION OF LOT 1 OF MAP ENTITLED "MAP OF SUBDIVISION OF SWEENEY RANCH, NEAR REDWOOD CITY, SAN MATEO COUNTY", RECORDED IN BOOK "C" OF MAPS AT PAGE 36, SAN MATEO COUNTY RECORDS, CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON AUGUST 28, 1968 IN BOOK 6 OF PARCEL MAPS, PAGE 16 (70710-AB) AND EXTENDING FROM THE NORTHERLY TO THE SOUTHERLY LINE OF SAID PARCEL 2, AS RESERVED IN THE DEED RECORDED JULY 12, 1967 AS INSTRUMENT NO. 63299AA IN BOOK 5332, PAGE 743 OF OFFICIAL RECORDS.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND 15 FEET WIDE, MEASURED AT RIGHT ANGLES EASTERLY FROM, AND LYING ADJACENT TO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESIGNATED PARCEL 3 ON MAP ENTITLED "AMENDED PARCEL MAP OF A RESUBDIVISION OF A PORTION OF LOT 1 OF MAP ENTITLED "MAP OF SUBDIVISION OF SWEENEY RANCH, NEAR REDWOOD CITY, SAN MATEO COUNTY", RECORDED IN BOOK "C" OF MAPS AT PAGE 36, SAN MATEO COUNTY RECORDS, CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON AUGUST 28, 1968 IN BOOK 6 OF PARCEL MAPS AT PAGE 16 (70710-AB) AND EXTENDING FROM THE NORTHERLY TO THE SOUTHERLY LINES OF SAID PARCEL 3, AS RESERVED IN THE DEED RECORDED JULY 5, 1968 AS INSTRUMENT NO. 56729AB IN BOOK 5497, PAGE 636 OF OFFICIAL RECORDS.

PARCEL B:

PARCEL ONE:

LOT 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION BEING A RESUBDIVISION OF PARCELS 1 & 4 AS SHOWN ON AMENDED PARCEL MAP NO. 70710AB RECORDED AUGUST 28, 1968 IN VOLUME 6 OF PARCEL MAPS AT PAGE 16 OFFICIAL RECORDS OF SAN MATEO COUNTY, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JULY 05, 1972 IN BOOK 75 OF MAPS, PAGES 44 AND 45.

*First American Title Insurance Company*

REV: 4-12-2023 SK

PARCEL TWO:

THE EASEMENTS PROVIDED FOR IN ARTICLES VI AND VII OF THE DECLARATION OF ESTABLISHMENT OF RESTRICTIONS AND GRANTS OF EASEMENTS EXECUTED BY LONGS DRUG STORES, INC., ET AL, DATED SEPTEMBER 21, 1972, AND RECORDED SEPTEMBER 21, 1972 IN BOOK 6235, OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 581 (60127-AF), OVER AND ACROSS LOT 1, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION BEING A RESUBDIVISION OF PARCELS 1 AND 4 AS SHOWN ON AMENDED PARCEL MAP NO. 70710-AB RECORDED AUGUST 28, 1968, IN VOLUME 6 OF PARCEL MAPS AT PAGE 16 OFFICIAL RECORDS OF SAN MATEO COUNTY, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA"" , WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JULY 05, 1972 IN BOOK 75 OF MAPS, PAGES 44 AND 45, AS GRANTED IN THE DEED RECORDED SEPTEMBER 21, 1972 AS INSTRUMENT NO. 60122AF IN BOOK 6235, PAGE 576 OF OFFICIAL RECORDS.

PARCEL C:

PARCEL ONE:

LOTS 3, 5 AND 6, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION BEING A RESUBDIVISION OF PARCELS 1 & 4 AS SHOWN ON AMENDED PARCEL MAP NO. 70710AB RECORDED AUGUST 28, 1968 IN VOLUME 6 OF PARCEL MAPS AT PAGE 16 OFFICIAL RECORDS OF SAN MATEO COUNTY, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JULY 05, 1972 IN BOOK 75 OF MAPS, PAGES 44 AND 45.

PARCEL TWO:

THE EASEMENTS PROVIDED FOR IN ARTICLES VI AND VII OF THE DECLARATION OF ESTABLISHMENT OF RESTRICTIONS AND GRANTS OF EASEMENTS EXECUTED BY LONGS DRUG STORES, INC., ET AL, DATED SEPTEMBER 21, 1972, AND RECORDED SEPTEMBER 21, 1972 IN BOOK 6235, OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 581 (60127-AF), OVER AND ACROSS LOT 1, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION BEING A RESUBDIVISION OF PARCELS 1 AND 4 AS SHOWN ON AMENDED PARCEL MAP NO. 70710-AB RECORDED AUGUST 28, 1968, IN VOLUME 6 OF PARCEL MAPS AT PAGE 16 OFFICIAL RECORDS OF SAN MATEO COUNTY, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA"" , WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JULY 05, 1972 IN BOOK 75 OF MAPS, PAGES 44 AND 45, AS GRANTED IN THE DEED RECORDED SEPTEMBER 21, 1972 AS INSTRUMENT NO. 60126AF IN BOOK 6235, PAGE 580 OF OFFICIAL RECORDS.

PARCEL THREE:

EASEMENTS FOR ENCROACHMENT OF FOOTINGS, FOUNDATIONS AND EAVES, AND FOR MAINTENANCE, REPAIR AND USE OF PARTY WALLS, AS PROVIDED FOR IN ARTICLE VI OF THE DECLARATION OF ESTABLISHMENT OF RESTRICTIONS AND GRANTS OF EASEMENTS, DATED SEPTEMBER 21, 1972, AND RECORDED SEPTEMBER 21, 1972 IN BOOK 6235, OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 581 (60127-AF), UPON THE TERMS AND CONDITIONS CONTAINED THEREIN.

PARCEL D:

PARCEL ONE:

LOT 4, AS SHOWN ON THAT CERTAIN MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER

SUBDIVISION BEING A RESUBDIVISION OF PARCELS 1 & 4 AS SHOWN ON AMENDED PARCEL MAP NO. 70710AB RECORDED AUGUST 28, 1968 IN VOLUME 6 OF PARCEL MAPS AT PAGE 16 OFFICIAL RECORDS OF SAN MATEO COUNTY, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JULY 05, 1972 IN BOOK 75 OF MAPS, PAGES 44 AND 45.

PARCEL TWO:

THE EASEMENTS PROVIDED FOR IN ARTICLES VI AND VII OF THE DECLARATION OF ESTABLISHMENT OF RESTRICTIONS AND GRANTS OF EASEMENTS EXECUTED BY LONGS DRUG STORES, INC., ET AL, DATED SEPTEMBER 21, 1972, AND RECORDED SEPTEMBER 21, 1972 IN BOOK 6235, OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 581 (60127-AF), OVER AND ACROSS LOT 1, AS SAID LOT IS SHOWN ON THAT CERTAIN MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION BEING A RESUBDIVISION OF PARCELS 1 AND 4 AS SHOWN ON AMENDED PARCEL MAP NO. 70710-AB RECORDED AUGUST 28, 1968, IN VOLUME 6 OF PARCEL MAPS AT PAGE 16 OFFICIAL RECORDS OF SAN MATEO COUNTY, REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON JULY 05, 1972 IN BOOK 75 OF MAPS, PAGES 44 AND 45, AS GRANTED IN THE DEED RECORDED SEPTEMBER 21, 1972 AS INSTRUMENT NO. 60124AF IN BOOK 6235, PAGE 578 OF OFFICIAL RECORDS.

PARCEL THREE:

EASEMENTS FOR ENCROACHMENT OF FOOTINGS, FOUNDATIONS AND EAVES, AND FOR MAINTENANCE, REPAIR AND USE OF PARTY WALLS, AS PROVIDED FOR IN ARTICLE VI OF THE DECLARATION OF ESTABLISHMENT OF RESTRICTIONS AND GRANTS OF EASEMENTS, DATED SEPTEMBER 21, 1972, AND RECORDED SEPTEMBER 21, 1972 IN BOOK 6235, OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 581 (60127-AF), UPON THE TERMS AND CONDITIONS CONTAINED THEREIN.

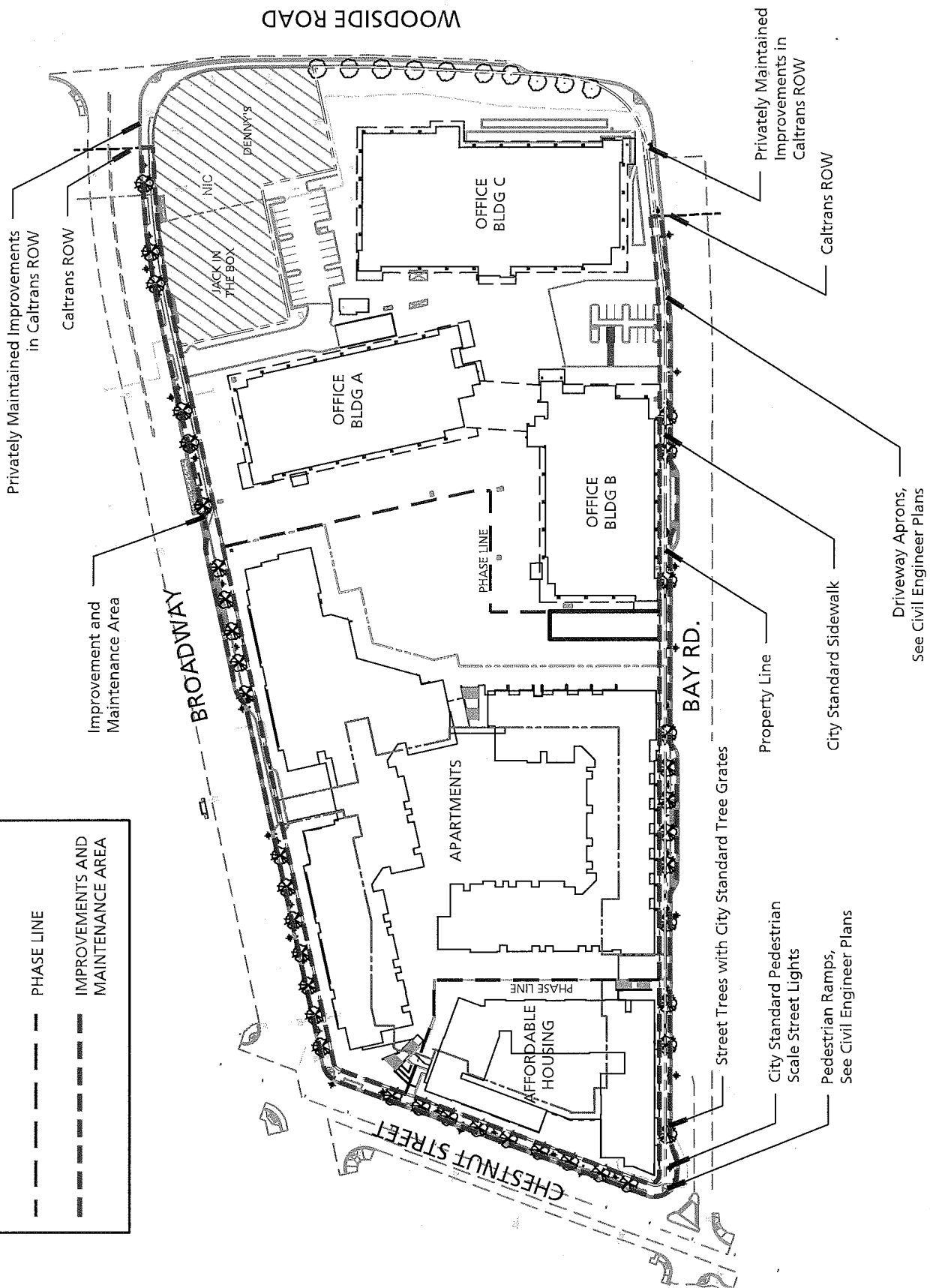
APN: 054-012-120 (Affects Parcel A);  
054-012-130 (Affects Parcel B);  
054-012-140 (Affects Lot 3 of Parcel C);  
054-012-150 (Affects Parcel D);  
054-012-160 (Affects Lot 5 of Parcel C); and  
054-012-170 (Affects Lot 6 of Parcel C)

JPN:  
054-001-012-12A (Affects Parcel A);  
054-001-012-13A (Affects Parcel B);  
054-001-012-14A (Affects Lot 3 of Parcel C);  
054-001-012-15A (Affects Parcel D);  
054-001-012-16A (Affects Lot 5 of Parcel C); and  
054-001-012-17A (Affects Lot 6 of Parcel C)

Date: 11/07/22

# BROADWAY AND WOODSIDE SITE LANDSCAPE MAINTENANCE EXHIBIT EXHIBIT B

Scale: 1" = 150'



## LEGEND

	PROPERTY LINE
	PHASE LINE
	IMPROVEMENTS AND MAINTENANCE AREA

REV: 4-12-2023 SK

**Exhibit "C"**

Form of Assignment

**ASSIGNMENT AND ASSUMPTION OF  
LANDSCAPE MAINTENANCE AGREEMENT  
(\_\_\_\_\_)**

THIS ASSIGNMENT AND ASSUMPTION OF THE LANDSCAPE MAINTENANCE AGREEMENT ("Assignment") is made as of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Assignor") and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

**RECITALS**

A. Assignor and the City of Redwood City ("City") are parties to that certain Landscape Maintenance Agreement dated \_\_\_\_\_ (the "Agreement"), which Agreement commits the Assignor to maintain, repair, care for, and replace certain landscape improvements on that certain real property situated at \_\_\_\_\_ in the City of Redwood City. Capitalized terms not otherwise defined shall have the meanings set forth in the Agreement.

B. Section 15 of the Agreement authorizes the Assignor to assign the Agreement in its entirety, provided that the Assignee expressly assumes all of the obligations set forth in the Agreement.

C. Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept from Assignor, all of Assignor's rights and obligations as set forth in the Agreement.

**AGREEMENTS**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, sells and transfers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in and to the Agreement.

2. Assumption. Assignee hereby accepts this assignment of the Agreement and agrees to be bound by all of the terms, conditions, and covenants of the Agreement.

3. Effectiveness. This Assignment shall be effective as of the date first set forth above. From and after such date, Assignee shall be entitled to all of the rights

and bound by all of the obligations set forth in the Agreement. Upon the execution of this Assignment, Assignee shall constitute the "Developer" under the Agreement and Assignor 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 Assignment.

4. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties, their respective heirs, successors and assigns.

5. Counterparts. This Assignment may be executed in counterparts, each of which, when executed, shall be deemed an original.

6. Attorneys' Fees. The prevailing party in any litigation, arbitration or other proceedings arising out of this Assignment shall be reimbursed by the other party for all costs and expenses incurred in such proceedings, including reasonable attorneys' fees.

7. Governing Law. This Assignment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_