

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Redwood City  
1017 Middlefield Road  
City of Redwood City, CA 94063-0391  
Attention: City Clerk

Record for the Benefit of  
The City of Redwood City  
*Pursuant to Government Code  
Section 27383*

**2023-063041 CONF**

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

Count of Pages 33

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



*Space Above Reserved for Recorder's Use Only*

APN: 054-012-120, 054-012-130, 054-012-140, 054-012-150, 054-012-160, AND 054-012-170

**Conformed Copy**

EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement (“Easement Agreement”) is made and entered into on 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”) (together, the “Parties”).

**RECITALS**

A. For purposes of this Easement Agreement, Developer means the current fee owner(s) 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, designated as APNs 054-012-120, 054-012-130, 054-012-140, 054-012-150, 054-012-160, and 054-012-170 and legally described in Exhibit “A”, attached hereto and incorporated herein by reference (the “Property”).

B. The Property is being developed as a mixed-use project consisting of approximately 400 market-rate residential units, 120 affordable residential units, 420,000 square feet of office space, 11,000 square feet of retail space, 10,000 square feet of childcare space, public and private open space, and shared underground parking (the “Project”).

C. Developer expects to ultimately transfer its interest in the commonly used portions of the Property to the 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 commonly used portions of the Property.

D. On May 20, 2019, the City Council of the City of Redwood City adopted, among other approvals, Resolution No. 15769, approving the Planned Development Permit and Vesting

Tentative Map for the Broadway Plaza Project (“Project Approvals”), subject to certain conditions of approval (“Conditions”).

E. The Project Approvals contemplate, among other things, that the Developer will designate, design and improve 1.8 acres of publicly accessible privately owned open space that would include a lawn, public dog run, water feature, and shaded public plaza within the Property in the area legally described and shown in Exhibit “B”, attached hereto and incorporated herein by reference (“Easement Area”).

F. City and Developer now desire that Developer grant to City an easement for use and enjoyment of the Easement Area as publicly accessible open space and provide for the maintenance of the Easement Area as set forth below.

### **EASEMENT AGREEMENT**

NOW, THEREFORE, the Parties hereby incorporate the above recitals by this reference and agree as follows:

1. Grant of Easement. For valuable consideration, including the benefits and rights conferred upon Developer under the Project Approvals, Developer hereby grants and dedicates to the City a non-exclusive easement for use and enjoyment by the general public (“Easement”) on, over and across that certain approximately 1.8 acres of real property located in the Easement Area, as described and shown in Exhibit “B”. This grant of Easement conveys no rights affecting the use of Developer’s lands that are not included in the Easement Area and Developer reserves the right to lands outside the Easement Area in any lawful manner.

2. Use and Closure. The public’s right to use the Easement Area is limited to daylight hours (sunrise to sunset). The Easement Area may be used by the general public for informal recreational uses, which may include lawn areas, pathways, planted areas, benches, common areas, green space and the like. The Easement Area shall be open to the public, at minimum, from sunrise to sunset 7 days a week.

3. Maintenance. Developer covenants and agrees that it shall maintain, repair and replace, or cause to be maintained, repaired and replaced, the Easement Area, and all improvements, including lighting, hardscaping and landscaping, located thereon, in first-class condition and repair and in compliance with the Maintenance Standards (defined below). Developer’s compliance with the Maintenance Standards shall be judged by a comparative standard with the custom and practice generally applicable to comparable first-class passive recreational areas located within San Mateo County. To accomplish such maintenance, Developer shall either staff or contract with and hire licensed and qualified personnel to perform such maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Section 3. All maintenance work shall conform to all applicable Federal and State Occupational Safety and Health Act standards and regulations for the performance of maintenance. The following standards (“Maintenance Standards”) shall be complied with by Developer and its maintenance staff, contractors and subcontractors:

a. Maintain the surface of all pedestrian areas level, smooth and evenly covered with the type of surfacing material originally installed thereon or such substitute therefor as shall be in all respects equal thereto or better in quality, appearance and durability;

b. Remove all papers, debris, filth and refuse, and sweep, wash down and/or clean all hard surfaces, including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required;

c. Maintain such appropriate entrance, exit and directional signs, markers and lights as shall be reasonably required;

d. Clean lighting fixtures and re-lamp and/or re-ballast as needed;

e. Maintain, repair and replace and keep in first-class condition all benches, planters, trash containers, and other exterior elements, if any;

f. Maintain, repair and replace all drinking fountains and associated plumbing

g. Provide adequate security lighting in all areas, and maintain, repair and replace all security and decorative light fixtures and associated wiring systems;

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

i. Maintain, repair and replace all surface and storm lateral drainage systems;

j. Promptly remove any graffiti on or about the Easement Area;

k. Perform landscape maintenance including watering/irrigation, fertilization, pruning, trimming, shaping, and replacement, as needed, of all trees, shrubs, grass, and other plants or plant materials, weeding of all plants, planters and other planted areas, staking for support of plants as necessary, and clearance, cleaning and proper disposal of all cuttings, weeds, leaves and other debris; and

l. Perform other maintenance as required by law.

4. Default and Remedies. Breach of, failure, or delay by Developer to perform any term or condition of this Easement Agreement shall constitute a default. In the event of any default of any term, condition, or obligation of this Easement Agreement, City shall give the Developer notice in writing specifying the nature of the alleged default and the manner in which such default may be satisfactorily cured ("Notice of Breach"). The defaulting party shall cure the default within 30 days following receipt of the Notice of Breach, provided, however, if the nature of the alleged default is non-monetary and such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be

provided. If the alleged failure is cured within the time provided above, then no default shall exist, and the City shall take no further action to exercise any remedies available hereunder. If the alleged failure is not cured, then a default shall exist under this Easement Agreement and the City may bring any action at law or in equity to enforce the terms of this Easement Agreement against Developer (with respect to defaults occurring during Developer's period of ownership). In addition, if the default is the failure to meet the Maintenance Standards set forth in Section 3 above, the City, in addition to its other rights and remedies, may enter and perform or cause its agents and contractors to enter the Easement Area and perform the required maintenance and City costs shall be reimbursed by Developer within thirty (30) days of billing by City or City may record a lien or place the amount owed as a special assessment against the Property in the amount of the work performed.

5. Term. This Agreement will commence immediately upon the Effective Date and will continue in perpetuity until and unless terminated by an agreement executed, acknowledged and recorded by the City.

6. Insurance. Developer shall obtain and maintain insurance against claims for injuries to persons or damage to property which may arise out of any manner including (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Easement Area, or any part thereof, whether such injury, death, damage or destruction is caused by the person or property of the Developer, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII".

6.1 Coverages and Limits. Developer, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Developer's indemnification obligations under this Agreement.

6.1.1 Commercial General Liability Insurance. Developer shall maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

6.1.2 Business Automobile Liability Insurance. Developer shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

6.1.3 Workers' Compensation and Employer's Liability Insurance. Developer shall maintain coverage as required by the California Labor Code and Employer's Liability limits with limits not less than \$1,000,000 per each accident for bodily injury or disease. The Worker's Compensation policy shall contain an

endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees, and volunteers.

6.2. Notice of Cancellation. All insurance policy requirements will be in force during the life of the Easement Agreement and will not be canceled during the term of this Easement Agreement without Developer providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

6.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Developer shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event shall Developer commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

6.4 Failure to Maintain Coverage. If Developer fails to comply with these insurance requirements, then City will have the option to declare Developer in breach of contract.

6.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

7. Indemnification. Developer agrees to indemnify, defend, reimburse and hold harmless the City, and each of its councilmembers, commissioners, officers, employees, representatives, agents, and contractors ("Indemnified Parties"), from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring within any part of the Easement Area, whether such injury, death, damage or destruction is caused by the person or property of the Developer, its officers, directors, members, employees, agents, consultants, contractors or subcontractors (collectively, "Agents"), members of the public, Agent's invitees, guests or visitors (collectively, "Invitees"), or third persons, relating to any use or activity under this Easement Agreement, (b) the use of the Easement Area or any activities conducted thereon by the Developer, its Agents or Invitees, or third persons, relating to any use or activity under this Easement Agreement, (c) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by the Developer, its Agents or Invitees, on, in, under or about the Easement Area, any improvements or into the environment, or (d) any failure by the Developer to faithfully observe or perform any terms, covenants or conditions of this Easement Agreement; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of Indemnified Parties. In addition to the Developer's obligation to indemnify the Indemnified Parties, the Developer specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any Claims that fall within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to the Developer by any of the Indemnified Parties and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys', experts' and consultants' fees and costs, investigation and remediation costs and all other reasonable costs and expenses incurred by the Indemnified Parties. The Developer's obligations under this Section shall survive the termination of this Easement Agreement. Indemnified Parties shall have no liability to the

Developer or any of the Developer's Agents or Invitees as the result of damage or loss to property or injury or death to any such person arising on the Easement Area or out of the Developer's use of the Easement Area, except the City shall be liable for damages to the Easement Area caused by the sole negligence or willful misconduct of the City.

8. Miscellaneous Provisions.

a. Entire Agreement, Amendments, Recitals. This Easement Agreement contains the entire understanding and agreement of the Parties. This Easement Agreement may be altered, amended or modified only by an instrument in writing, executed by the City and Developer, or fee title owner of the Property. All recitals set forth above are incorporated by reference into this Easement Agreement.

b. Counterparts. This Easement Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

c. Recitals; Attachments. The Recitals above and Attachments attached hereto are incorporated herein by reference.

d. Binding on Successors and Assigns. Developer's Property is to be burdened by, and City is to be benefited by, the provisions of this Easement Agreement pertaining to the grant of Easement, and such Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the foregoing easements, limitations, restrictions, obligations and conditions. All provisions of this Easement Agreement shall run with the land and be binding upon all parties having or acquiring any right, title, or interest in the Easement Area (and, consistent with Recital A, such parties shall be deemed to be the Developer during their respective periods of ownership of the Property) and shall be binding upon and inure to the benefit of the City and its and their successors and assigns.

e. Partial Invalidity. If any term or provision of this Easement Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and shall be enforced to the extent permitted by law.

f. Not a Public Dedication. Except as expressly provided herein, nothing herein contained shall be deemed to be a gift or dedication of the Easement Area or any other portion of Developer's Property to the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement Agreement shall be limited to and for the purposes herein expressed.

9. Exhibits; Attachments. The following attachments are attached to this Easement Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A Description of Property

Exhibit B Legal Description of Easement Area

10. Attorneys' Fees. Should any legal action be brought by any party with respect to this Easement Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and such other costs as may be found by the court.


11. Joint and Several Liability. If more than one person or entity is included in the definition of Developer, the liability of all such persons hereunder shall be joint and several.

[Signature Page Follows]


IN WITNESS WHEREOF, the City and Stanford have executed this Easement Agreement as of the Easement Agreement Effective Date.

**CITY**

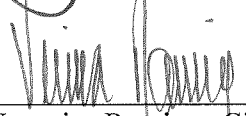
CITY OF REDWOOD CITY, a municipal corporation

By:   
Melissa Stevenson Diaz, City Manager  
*[Signature must be notarized]*

ATTEST:


By:   
~~Pamela Aguilar, City Clerk~~  
YESSICA CASTRO, INTERIM

APPROVED AS TO FORM:

By:   
Veronica Ramirez, City Attorney

**DEVELOPER**

SI XX, LLC, a California limited liability company  
By: Sobrato Development Companies, LLC, a California limited liability company

Its: Manager  
By:   
Name: Matthew W. Sonsini  
Its: Manager  
*[Signature must be notarized]*

**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.

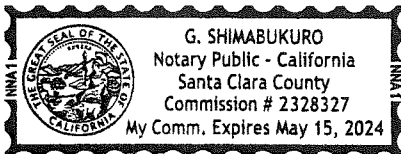
State of California        }  
  }    ss.  
County of Santa Clara    }

On May 11, 2023 before me, G. SHIMABUKURO,  
a Notary Public in and for said County and State, personally appeared  
**MATTHEW W. SONSINI,**

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 is true and correct.

WITNESS my hand and official seal



A handwritten signature in cursive script, appearing to read 'G. Shimabukuro', written over a horizontal line.

NOTARY PUBLIC, STATE OF CALIFORNIA  
My Commission #2328327  
Expires: May 15, 2024

**CALIFORNIA ACKNOWLEDGMENT**

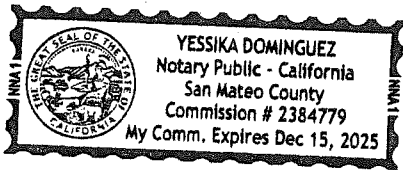
**CIVIL CODE § 1189**

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*

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.

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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

*First American Title Insurance Company*

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)

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**  
**OPEN SPACE AREAS**

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF REDWOOD CITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

**OPEN SPACE AREA #1**

BEING A PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN RECORD SUBDIVISION MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION", FILED FOR RECORD ON JULY 5, 1972, IN BOOK 75 OF MAPS, AT PAGES 44 AND 45, SAN MATEO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** ON THE SOUTHERLY TERMINUS OF THE NORTHWESTERLY LINE OF SAID LOT 1, SHOWN AS N 30° 07' 30" E, 363.27' ON SAID RECORD MAP, ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CHESTNUT STREET (80.00 FEET WIDE) AS SHOWN ON SAID RECORD MAP;

THENCE NORTHERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE NORTH 30° 07' 30" EAST, 73.78 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING NORTHERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 30° 07' 30" EAST, 53.47 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1. SOUTH 19° 55' 23" EAST, 16.32 FEET;
2. SOUTH 70° 04' 37" WEST, 6.14 FEET;
3. SOUTH 19° 55' 23" EAST, 9.41 FEET;
4. SOUTH 70° 04' 37" WEST, 2.02 FEET;
5. SOUTH 19° 55' 23" EAST, 18.02 FEET;
6. SOUTH 79° 55' 30" EAST, 8.90 FEET;
7. SOUTH 10° 04' 30" WEST, 21.21 FEET;
8. NORTH 79° 55' 30" WEST, 30.53 FEET;
9. NORTH 10° 04' 30" WEST, 5.00 FEET;
10. SOUTH 79° 55' 30" EAST, 2.95 FEET;
11. NORTH 30° 09' 29" EAST, 2.50 FEET;
12. NORTH 59° 50' 30" WEST, 16.31 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 1,350± SQUARE FEET OF LAND.

**OPEN SPACE AREA #2**

BEING A PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN RECORD SUBDIVISION MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION", FILED FOR RECORD ON JULY 5, 1972, IN BOOK 75

OF MAPS, AT PAGES 44 AND 45, SAN MATEO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** ON THE SOUTHERLY TERMINUS OF THE NORTHWESTERLY LINE OF SAID LOT 1, SHOWN AS N 30° 07' 30" E, 363.27' ON SAID RECORD MAP, ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CHESTNUT STREET (80.00 FEET WIDE) AS SHOWN ON SAID RECORD MAP;

THENCE NORTHERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, NORTH 30° 07' 30" EAST, 291.68 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 30° 07' 30" EAST, 57.90 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 59° 50' 30" EAST, 4.08 FEET;

THENCE NORTH 60° 13' 46" EAST, 21.62 FEET;

THENCE NORTH 02° 22' 39" WEST, 8.50 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BROADWAY (85.00 FEET WIDE) AS SHOWN ON SAID RECORD MAP;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 87° 38' 04" EAST, 58.60 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES:

1. SOUTH 02° 22' 39" EAST, 12.57 FEET;
2. SOUTH 87° 37' 21" WEST, 30.70 FEET;
3. SOUTH 02° 22' 39" EAST, 7.80 FEET;
4. SOUTH 87° 37' 21" WEST, 24.55 FEET;
5. SOUTH 02° 22' 39" EAST, 13.20 FEET;
6. SOUTH 87° 37' 21" WEST, 3.25 FEET;
7. SOUTH 02° 22' 39" EAST, 17.95 FEET;
8. SOUTH 87° 37' 21" WEST, 14.75 FEET;
9. SOUTH 16° 15' 26" EAST, 2.65 FEET;
10. SOUTH 54° 12' 18" WEST, 16.75 FEET;
11. NORTH 35° 47' 42" WEST, 2.05 FEET;
12. SOUTH 54° 12' 18" WEST, 20.60 FEET;
13. NORTH 35° 47' 42" WEST, 6.50 FEET;
14. NORTH 59° 50' 30" WEST, 4.56 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,693± SQUARE FEET OF LAND.

**OPEN SPACE AREA #3**

BEING A PORTION OF LOT 1 AS SHOWN ON THAT CERTAIN RECORD SUBDIVISION MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION", FILED FOR RECORD ON JULY 5, 1972, IN BOOK 75

OF MAPS, AT PAGES 44 AND 45, SAN MATEO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** ON THE WESTERLY TERMINUS OF THE NORTHERLY LINE OF SAID LOT 1, SHOWN AS N 87° 38' 04" E, 394.86' ON SAID RECORD MAP, ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BROADWAY (85.00 FEET WIDE) AS SHOWN ON SAID RECORD MAP;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 87° 38' 04" EAST, 180.45 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 87° 38' 04" EAST, 84.32 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. SOUTH 02° 22' 39" EAST, 3.78 FEET;
2. SOUTH 04° 37' 58" WEST, 10.03 FEET;
3. SOUTH 02° 22' 39" EAST, 7.84 FEET;
4. SOUTH 87° 37' 21" WEST, 48.20 FEET;
5. NORTH 02° 22' 39" WEST, 8.35 FEET;
6. SOUTH 87° 37' 21" WEST, 7.50 FEET;
7. SOUTH 02° 22' 39" EAST, 1.55 FEET;
8. SOUTH 87° 37' 21" WEST, 27.40 FEET;
9. NORTH 02° 22' 39" WEST, 14.79 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,555± SQUARE FEET OF LAND.

**OPEN SPACE AREA #4**

BEING A PORTION OF LOTS 1, 2, 3, AND 4 AS SHOWN ON THAT CERTAIN RECORD SUBDIVISION MAP ENTITLED "REDWOOD PLAZA SHOPPING CENTER SUBDIVISION", FILED FOR RECORD ON JULY 5, 1972, IN BOOK 75 OF MAPS, AT PAGES 44 AND 45, SAN MATEO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** ON THE WESTERLY TERMINUS OF THE NORTHERLY LINE OF SAID LOT 1, SHOWN AS N 87° 38' 04" E, 394.86' ON SAID RECORD MAP, ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BROADWAY (85.00 FEET WIDE) AS SHOWN ON SAID RECORD MAP;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 87° 38' 04" EAST, 319.02 FEET TO THE **POINT OF BEGINNING**.

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FORTY-SEVEN (47) COURSES AND DISTANCES:

1. SOUTH 02° 22' 39" EAST, 18.47 FEET;
2. NORTH 87° 37' 21" EAST, 23.67 FEET;

3. NORTH 02° 22' 39" WEST, 3.66 FEET;
4. NORTH 87° 37' 21" EAST, 161.02 FEET;
5. SOUTH 02° 22' 39" EAST, 0.96 FEET;
6. NORTH 87° 37' 21" EAST, 16.15 FEET;
7. SOUTH 02° 22' 39" EAST, 3.00 FEET;
8. NORTH 87° 37' 21" EAST, 22.50 FEET;
9. SOUTH 02° 22' 39" EAST, 20.35 FEET;
10. NORTH 87° 37' 21" EAST, 3.41 FEET;
11. SOUTH 02° 22' 39" EAST, 18.90 FEET;
12. NORTH 87° 37' 21" EAST, 4.35 FEET;
13. SOUTH 02° 22' 39" EAST, 37.10 FEET;
14. SOUTH 87° 37' 21" WEST, 50.50 FEET;
15. NORTH 02° 22' 39" WEST, 3.00 FEET;
16. SOUTH 87° 37' 21" WEST, 25.20 FEET;
17. SOUTH 02° 22' 39" EAST, 8.95 FEET;
18. SOUTH 25° 46' 01" WEST, 20.05 FEET;
19. SOUTH 87° 37' 21" WEST, 2.40 FEET;
20. SOUTH 02° 22' 39" EAST, 9.96 FEET;
21. NORTH 87° 37' 21" EAST, 15.15 FEET;
22. SOUTH 02° 22' 39" EAST, 14.00 FEET;
23. SOUTH 87° 37' 21" WEST, 8.80 FEET;
24. SOUTH 02° 22' 39" EAST, 24.00 FEET;
25. NORTH 87° 37' 21" EAST, 7.35 FEET;
26. SOUTH 02° 22' 39" EAST, 24.00 FEET;
27. SOUTH 87° 37' 21" WEST, 6.85 FEET;
28. SOUTH 02° 22' 39" EAST, 25.00 FEET;
29. SOUTH 87° 37' 21" WEST, 35.55 FEET;
30. ALONG THE ARC OF A 16.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS SOUTH 67° 03' 18" WEST, THROUGH A CENTRAL ANGLE OF 269° 26' 29", AN ARC DISTANCE OF 77.59 FEET;
31. NORTH 02° 22' 39" WEST, 26.39 FEET;
32. SOUTH 87° 37' 21" WEST, 32.13 FEET;
33. SOUTH 02° 22' 39" EAST, 20.35 FEET;
34. NORTH 87° 37' 21" EAST, 3.40 FEET;
35. SOUTH 02° 22' 39" EAST, 8.28 FEET;
36. SOUTH 87° 37' 21" WEST, 28.12 FEET;
37. SOUTH 02° 22' 39" EAST, 13.65 FEET;
38. NORTH 87° 37' 21" EAST, 11.95 FEET;
39. SOUTH 10° 04' 31" WEST, 19.18 FEET;
40. SOUTH 79° 55' 29" EAST, 8.08 FEET;
41. SOUTH 03° 19' 28" EAST, 11.65 FEET;
42. SOUTH 86° 41' 41" WEST, 6.25 FEET;

43. SOUTH 03° 19' 28" EAST, 26.30 FEET;
44. SOUTH 86° 41' 41" WEST, 3.29 FEET;
45. SOUTH 10° 04' 31" WEST, 117.86 FEET;
46. NORTH 79° 55' 29" WEST, 12.22 FEET;
47. SOUTH 10° 04' 31" WEST, 47.40 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BAY ROAD (60.00 FEET WIDE) AS SHOWN ON SAID RECORD MAP;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 79° 55' 29" EAST, 55.65 FEET;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING ONE HUNDRED-SIXTEEN (116) COURSES AND DISTANCES:

1. NORTH 10° 04' 31" EAST, 134.30 FEET;
2. NORTH 87° 37' 21" EAST, 22.26 FEET;
3. NORTH 02° 22' 39" WEST, 20.05 FEET;
4. NORTH 87° 37' 21" EAST, 8.72 FEET;
5. NORTH 02° 22' 39" WEST, 26.58 FEET;
6. SOUTH 87° 37' 21" WEST, 5.22 FEET;
7. NORTH 02° 22' 39" WEST, 8.68 FEET;
8. NORTH 87° 37' 21" EAST, 26.45 FEET;
9. SOUTH 02° 22' 39" EAST, 14.00 FEET;
10. NORTH 87° 37' 21" EAST, 13.32 FEET;
11. SOUTH 02° 22' 39" EAST, 2.00 FEET;
12. NORTH 87° 37' 21" EAST, 7.28 FEET;
13. SOUTH 02° 22' 39" EAST, 2.00 FEET;
14. NORTH 87° 37' 21" EAST, 7.10 FEET;
15. SOUTH 02° 22' 39" EAST, 2.00 FEET;
16. NORTH 87° 37' 21" EAST, 8.60 FEET;
17. SOUTH 02° 22' 39" EAST, 4.78 FEET;
18. NORTH 87° 37' 21" EAST, 5.50 FEET;
19. NORTH 02° 22' 39" WEST, 2.00 FEET;
20. NORTH 87° 37' 21" EAST, 14.80 FEET;
21. SOUTH 02° 22' 39" EAST, 2.00 FEET;
22. NORTH 87° 37' 21" EAST, 7.80 FEET;
23. SOUTH 02° 22' 39" EAST, 2.00 FEET;
24. NORTH 87° 37' 21" EAST, 7.40 FEET;
25. SOUTH 02° 22' 39" EAST, 4.76 FEET;
26. NORTH 87° 37' 21" EAST, 11.42 FEET;
27. SOUTH 02° 22' 39" EAST, 2.00 FEET;
28. NORTH 87° 37' 21" EAST, 13.54 FEET;
29. SOUTH 02° 22' 39" EAST, 2.00 FEET;
30. NORTH 87° 37' 21" EAST, 3.52 FEET;
31. SOUTH 02° 22' 39" EAST, 2.00 FEET;

32. NORTH 87° 37' 21" EAST, 9.88 FEET;
33. SOUTH 02° 22' 39" EAST, 2.00 FEET;
34. NORTH 87° 37' 21" EAST, 13.30 FEET;
35. SOUTH 02° 22' 39" EAST, 6.00 FEET;
36. NORTH 87° 37' 21" EAST, 2.75 FEET;
37. SOUTH 02° 22' 39" EAST, 2.00 FEET;
38. NORTH 87° 37' 21" EAST, 3.52 FEET;
39. SOUTH 02° 22' 39" EAST, 5.00 FEET;
40. NORTH 87° 37' 21" EAST, 6.92 FEET;
41. SOUTH 02° 22' 39" EAST, 10.12 FEET;
42. SOUTH 87° 37' 21" WEST, 14.63 FEET;
43. SOUTH 02° 22' 39" EAST, 7.61 FEET;
44. NORTH 87° 37' 21" EAST, 30.10 FEET;
45. SOUTH 02° 22' 39" EAST, 1.46 FEET;
46. NORTH 87° 37' 21" EAST, 15.50 FEET;
47. SOUTH 02° 22' 39" EAST, 1.46 FEET;
48. NORTH 87° 37' 21" EAST, 3.60 FEET;
49. SOUTH 02° 22' 39" EAST, 1.46 FEET;
50. NORTH 87° 37' 21" EAST, 3.00 FEET;
51. SOUTH 02° 22' 39" EAST, 1.46 FEET;
52. NORTH 87° 37' 21" EAST, 2.38 FEET;
53. SOUTH 02° 22' 39" EAST, 12.26 FEET;
54. SOUTH 79° 56' 48" EAST, 3.00 FEET;
55. SOUTH 10° 03' 12" WEST, 2.00 FEET;
56. NORTH 79° 56' 48" WEST, 2.30 FEET;
57. SOUTH 10° 03' 12" WEST, 6.75 FEET;
58. SOUTH 79° 56' 48" EAST, 10.22 FEET;
59. SOUTH 10° 03' 12" WEST, 8.20 FEET;
60. SOUTH 79° 56' 48" EAST, 15.48 FEET;
61. NORTH 10° 03' 12" EAST, 4.65 FEET;
62. SOUTH 79° 56' 48" EAST, 2.00 FEET;
63. SOUTH 10° 03' 12" WEST, 3.00 FEET;
64. SOUTH 79° 56' 48" EAST, 20.50 FEET;
65. SOUTH 10° 03' 12" WEST, 15.25 FEET;
66. SOUTH 02° 22' 39" EAST, 11.83 FEET;
67. NORTH 87° 37' 21" EAST, 124.66 FEET;
68. NORTH 10° 03' 12" EAST, 33.38 FEET;
69. NORTH 79° 56' 48" WEST, 9.28 FEET;
70. SOUTH 10° 03' 12" WEST, 3.70 FEET;
71. NORTH 79° 56' 48" WEST, 2.35 FEET;
72. NORTH 10° 03' 12" EAST, 15.35 FEET;
73. SOUTH 79° 56' 48" EAST, 1.72 FEET;

74. NORTH 10° 03' 12" EAST, 24.00 FEET;
75. NORTH 79° 56' 40" WEST, 4.45 FEET;
76. NORTH 10° 03' 12" EAST, 2.00 FEET;
77. NORTH 02° 22' 39" WEST, 8.51 FEET;
78. SOUTH 87° 37' 21" WEST, 5.55 FEET;
79. ALONG THE ARC OF A 18.15 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS NORTH 67° 04' 42" WEST, THROUGH A CENTRAL ANGLE OF 183° 22' 32", AN ARC DISTANCE OF 58.09 FEET;
80. NORTH 02° 22' 39" WEST, 5.43 FEET;
81. SOUTH 87° 37' 21" WEST, 33.60 FEET;
82. SOUTH 02° 22' 39" EAST, 10.90 FEET;
83. SOUTH 87° 37' 21" WEST, 4.00 FEET;
84. SOUTH 02° 22' 39" EAST, 1.50 FEET;
85. SOUTH 87° 37' 21" WEST, 3.30 FEET;
86. SOUTH 02° 22' 39" EAST, 7.65 FEET;
87. SOUTH 87° 37' 21" WEST, 23.95 FEET;
88. NORTH 02° 22' 39" WEST, 1.45 FEET;
89. SOUTH 87° 37' 21" WEST, 5.25 FEET;
90. NORTH 02° 22' 39" WEST, 8.65 FEET;
91. SOUTH 87° 37' 21" WEST, 2.45 FEET;
92. NORTH 02° 22' 39" WEST, 8.70 FEET;
93. SOUTH 87° 37' 21" WEST, 10.90 FEET;
94. NORTH 02° 22' 39" WEST, 12.14 FEET;
95. SOUTH 87° 37' 21" WEST, 51.95 FEET;
96. SOUTH 02° 22' 39" EAST, 1.46 FEET;
97. SOUTH 87° 37' 21" WEST, 6.98 FEET;
98. NORTH 02° 22' 39" WEST, 11.70 FEET;
99. SOUTH 87° 37' 21" WEST, 2.08 FEET;
100. NORTH 02° 22' 39" WEST, 1.45 FEET;
101. SOUTH 87° 37' 21" WEST, 7.17 FEET;
102. NORTH 02° 22' 39" WEST, 6.00 FEET;
103. NORTH 87° 37' 21" EAST, 1.00 FEET;
104. NORTH 02° 22' 39" WEST, 6.00 FEET;
105. SOUTH 87° 37' 21" WEST, 4.86 FEET;
106. NORTH 02° 22' 39" WEST, 44.00 FEET;
107. SOUTH 87° 37' 21" WEST, 9.00 FEET;
108. NORTH 02° 22' 39" WEST, 57.46 FEET;
109. NORTH 87° 37' 21" EAST, 9.00 FEET;
110. NORTH 02° 22' 39" WEST, 56.36 FEET;
111. ALONG THE ARC OF A 16.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER POINT BEARS NORTH 22° 31' 21" EAST, THROUGH A CENTRAL ANGLE OF 177° 06' 45", AN ARC DISTANCE OF 51.00 FEET;

- 112. NORTH 02° 22' 39" WEST, 39.85 FEET;
- 113. SOUTH 87° 37' 21" WEST, 2.40 FEET;
- 114. NORTH 02° 22' 39" WEST, 5.60 FEET;
- 115. NORTH 87° 37' 21" EAST, 148.25 FEET;
- 116. NORTH 02° 22' 39" WEST, 34.37 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BROADWAY;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 87° 38' 04" WEST, 440.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,649± SQUARE FEET OF LAND.

THE ABOVE-DESCRIBED OPEN SPACE AREAS HAVE A LOWER LIMIT ELEVATION OF 12.0'. THE VERTICAL LIMITS STATED WERE ESTABLISHED BY THE CITY OF REDWOOD CITY BENCHMARK 51 DESCRIBED AS BROADWAY AT WOODSIDE EXPRESSWAY-SET BRASS DISC STAMPED "CITY OF REDWOOD CITY BENCHMARK" ON CURB. ON BROADWAY, EAST SIDE OF STREET, 10' FROM TRAFFIC LIGHT, NORTH OF INTERSECTION.

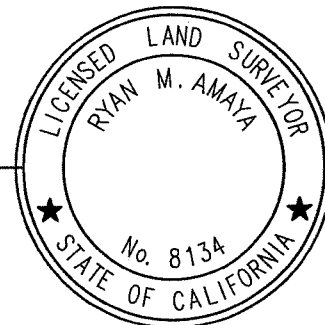
ELEVATION: 10.62' (DATUM NAVD 1988)

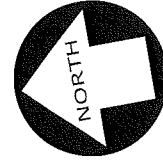
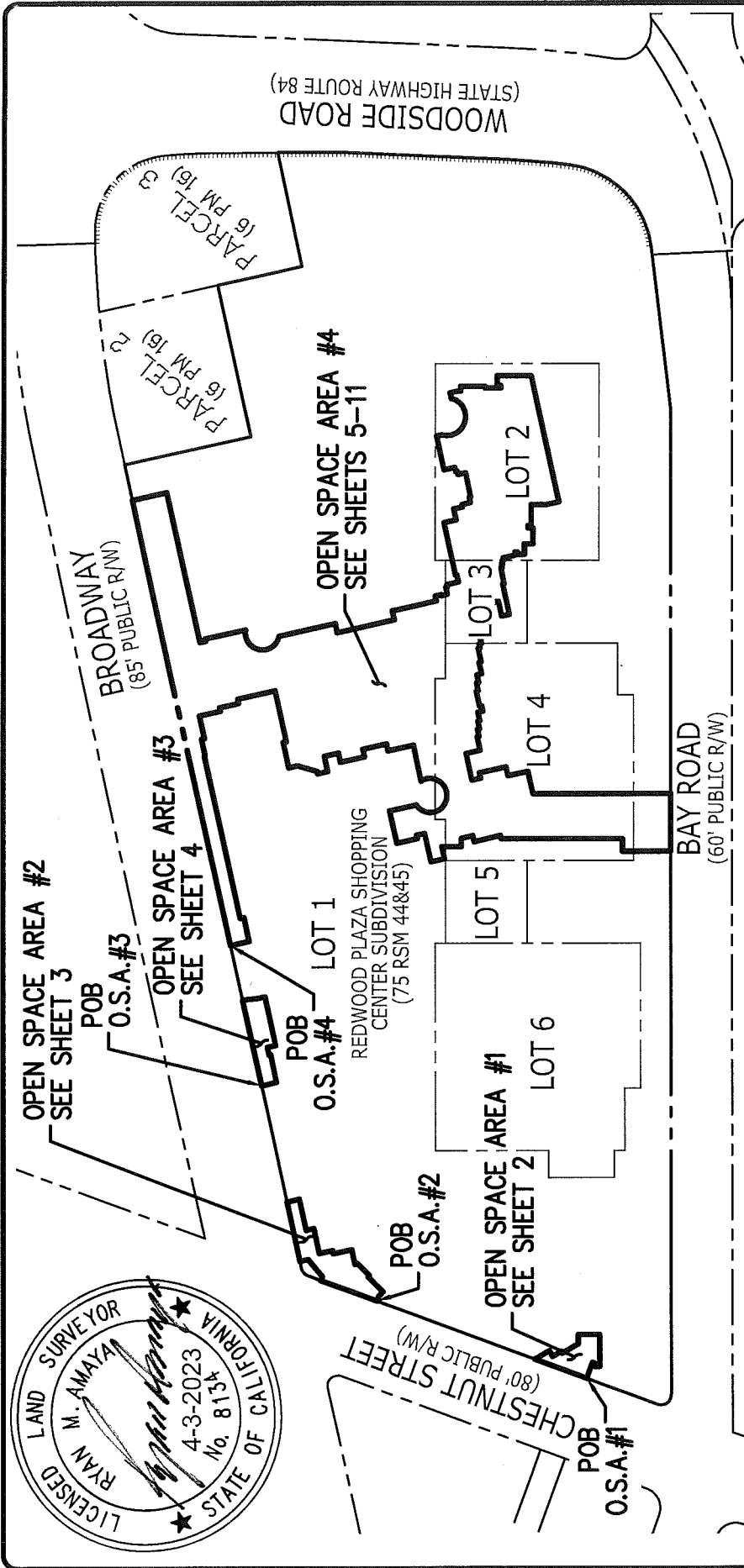
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

4-3-2023  
Date

  
Ryan M. Amaya, L.S. 8134





0 75' 150' 300'  
 Scale 1" = 150 ft

**LEGEND & ABBREVIATIONS**

- PROPERTY LINE
- PROPERTY LINE ADJACENT
- LOT LINE
- NEW OPEN SPACE AREA
- O.S.A. OPEN SPACE AREA
- RSM RECORD SUBDIVISION MAP
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY

**NOTES**

1. BENCHMARK: CITY OF REDWOOD CITY BM51; BROADWAY AT WOODSIDE EXPRESSWAY - SET BRASS DISC STAMPED "CITY OF REDWOOD CITY BENCHMARK" ON CURB, ON BROADWAY, EAST SIDE OF STREET, 10' FROM TRAFFIC LIGHT, NORTH OF INTERSECTION. ELEVATION: 10.62 (DATUM NAVD 1988)
2. OPEN SPACE AREA LOWER LIMIT ELEVATION: 12.0'

DATE	MARCH, 2023
SCALE	1" = 150'
BY	LEII
JOB NO.	A14075-1
SHEET	1 OF 11

**EXHIBIT "B"**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**OPEN SPACE AREAS**

REDWOOD CITY, CALIFORNIA

**KIER+WRIGHT**

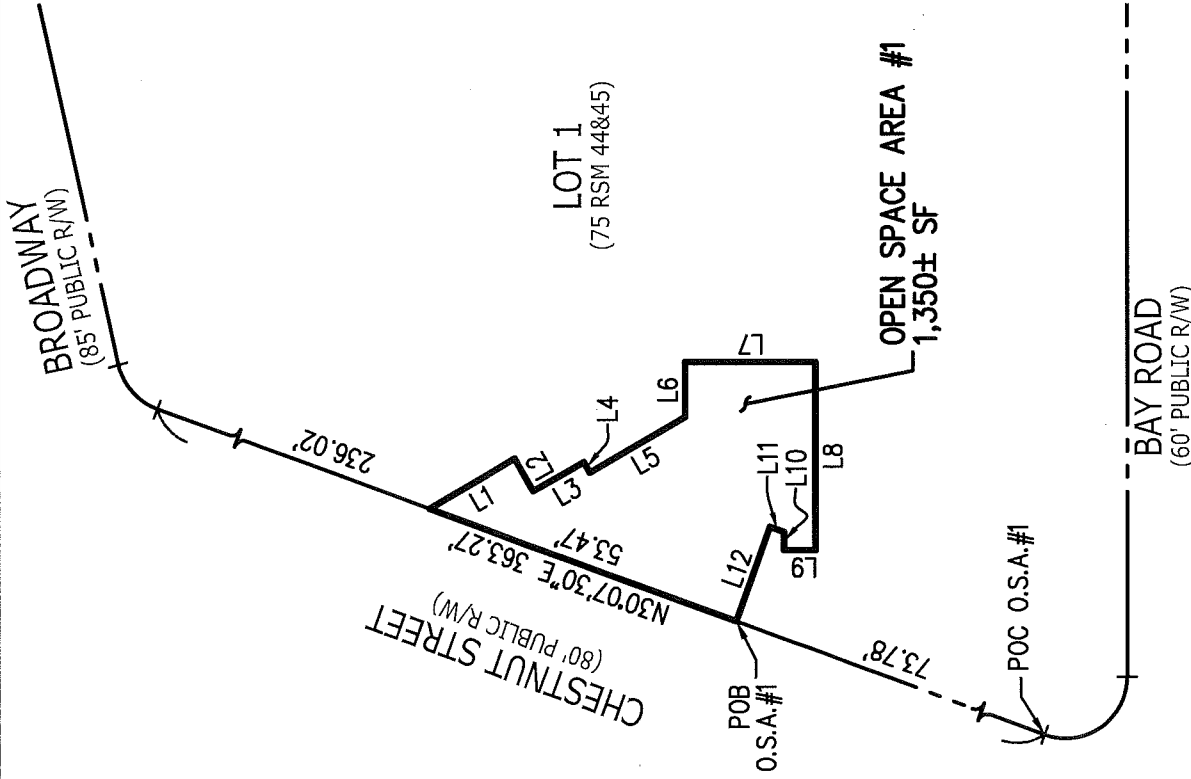
3350 Scott Boulevard, Building 22  
 Santa Clara, California 95054  
 Phone: (408) 727-6665  
[www.kierwright.com](http://www.kierwright.com)

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FOR O.S.A. #1 ONLY:

LINE #	DIRECTION	LENGTH
L1	S19°55'23"E	16.32'
L2	S70°04'37"W	6.14'
L3	S19°55'23"E	9.41'
L4	S70°04'37"W	2.02'
L5	S19°55'23"E	18.02'
L6	S79°55'30"E	8.90'

LINE #	DIRECTION	LENGTH
L7	S10°04'30"W	21.21'
L8	N79°55'30"W	30.53'
L9	N10°04'30"E	5.00'
L10	S79°55'30"E	2.95'
L11	N30°09'29"E	2.50'
L12	N59°50'30"W	16.31'



**LEGEND & ABBREVIATIONS**

- PROPERTY LINE
  - - - LOT LINE
  - NEW OPEN SPACE AREA
  - OPEN SPACE AREA
  - RECORD SUBDIVISION MAP
  - POINT OF BEGINNING
  - POINT OF COMMENCEMENT
  - RIGHT OF WAY
  - SQUARE FEET
- O.S.A.  
RSM  
POB  
POC  
R/W  
SF



0 15' 30' 60'  
Scale 1" = 30 ft



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REV: 04-19-2023 JB

EXHIBIT "B"  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
OPEN SPACE AREA #1

REDWOOD CITY,

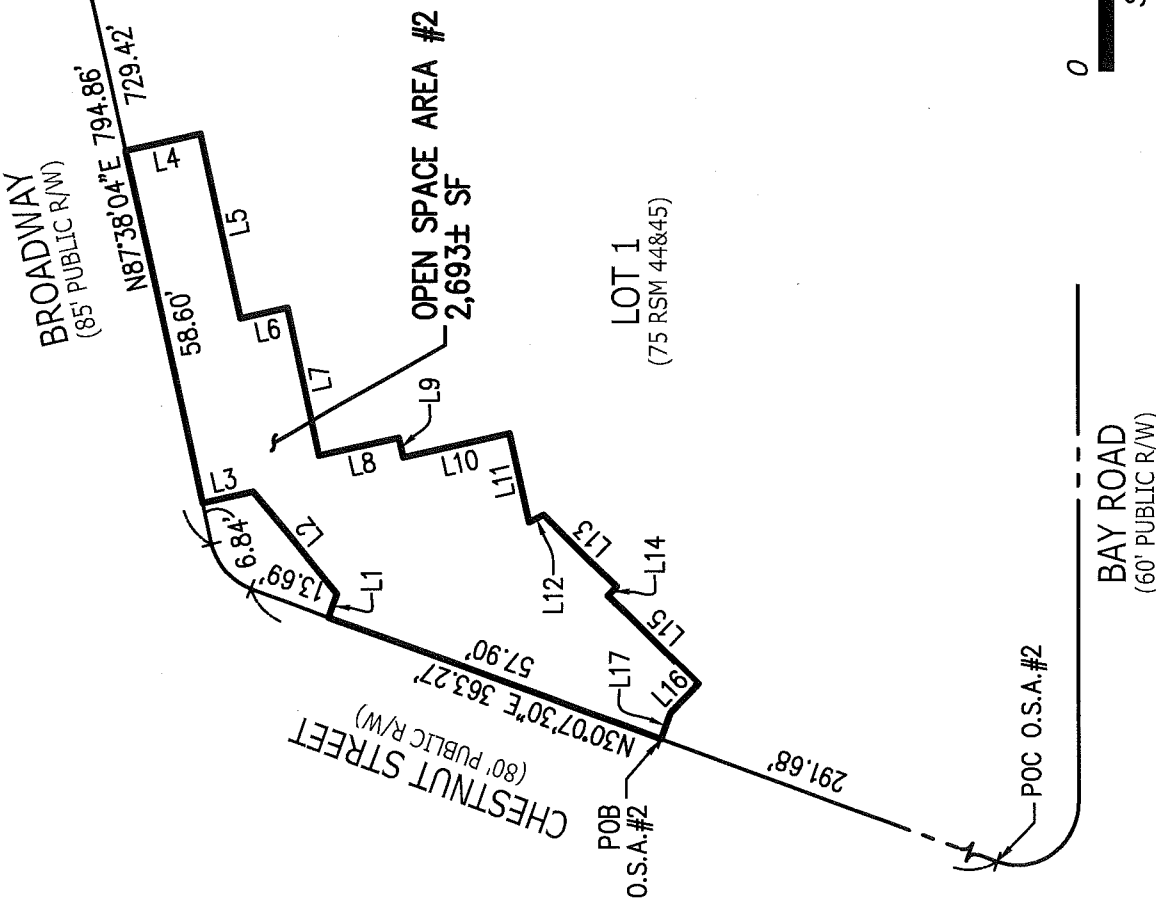
CALIFORNIA

DATE	MARCH, 2023
SCALE	1" = 30'
BY	LEII
JOB NO.	A14075-1
SHEET	2 OF 11

**FOR O.S.A. #2 ONLY:**

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S59°50'30"E	4.08'
L2	N60°13'46"E	21.62'
L3	N2°22'39"W	8.50'
L4	S2°22'39"E	12.57'
L5	S87°37'21"W	30.70'
L6	S2°22'39"E	7.80'
L7	S87°37'21"W	24.55'
L8	S2°22'39"E	13.20'
L9	S87°37'21"W	3.25'
L10	S2°22'39"E	17.95'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L11	S87°37'21"W	14.75'
L12	S16°15'26"E	2.65'
L13	S54°12'18"W	16.75'
L14	N35°47'42"W	2.05'
L15	S54°12'18"W	20.60'
L16	N35°47'42"W	6.50'
L17	N59°50'30"W	4.56'



**LEGEND & ABBREVIATIONS**

- PROPERTY LINE
- - - LOT LINE
- NEW OPEN SPACE AREA
- OPEN SPACE AREA
- RECORD SUBDIVISION MAP
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- RIGHT OF WAY
- SQUARE FEET



0 15' 30' 60'  
Scale 1" = 30 ft

- O.S.A.
- RSM
- POB
- POC
- R/W
- SF

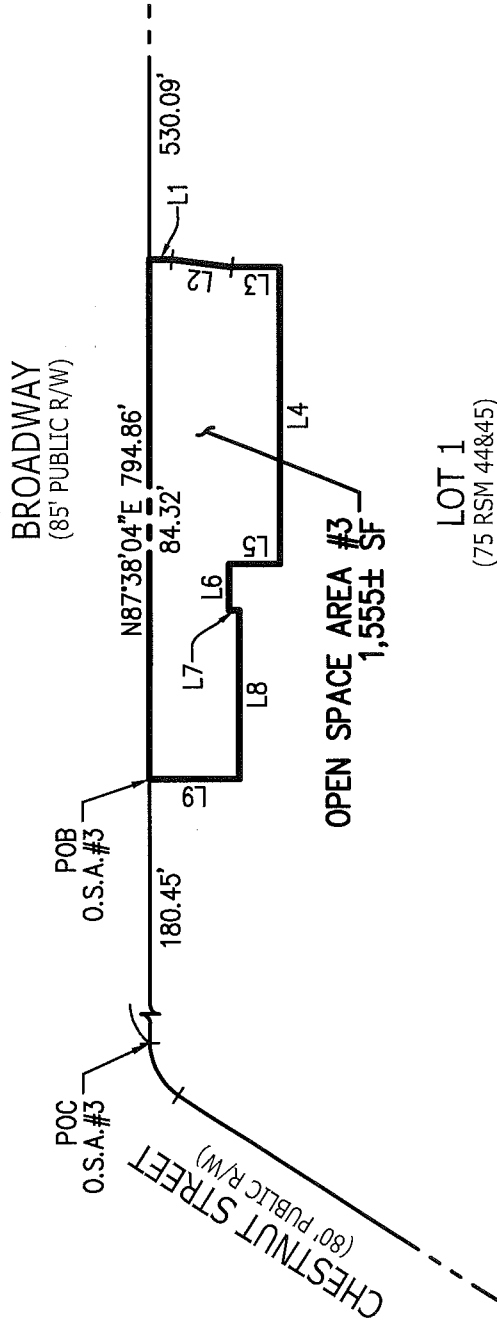
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**EXHIBIT "B"**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**OPEN SPACE AREA #2**  
 REDWOOD CITY, CALIFORNIA

DATE	MARCH, 2023
SCALE	1" = 30'
BY	LEII
JOB NO.	A14075-1
SHEET	3 OF 11

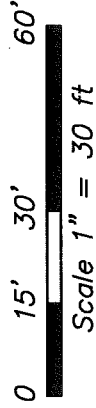
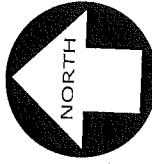
FOR O.S.A. #3 ONLY:

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S2°22'39"E	3.78'
L2	S4°37'58"W	10.03'
L3	S2°22'39"E	7.84'
L4	S87°37'21"W	48.20'
L5	N2°22'39"W	8.35'
L6	S87°37'21"W	7.50'
L7	S2°22'39"E	1.55'
L8	S87°37'21"W	27.40'
L9	N2°22'39"W	14.79'



**LEGEND & ABBREVIATIONS**

- PROPERTY LINE
  - - - LOT LINE
  - NEW OPEN SPACE AREA
  - OPEN SPACE AREA
  - RECORD SUBDIVISION MAP
  - POINT OF BEGINNING
  - RIGHT OF WAY
  - SQUARE FEET
- O.S.A.  
RSM  
POB  
R/W  
SF



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2:30PM 03/15/2023 09:15:38 AM OPEN SPACE AREA#3 14075-1-PR-00A.dwg 3-27-23 02:10:38 PM woodgate

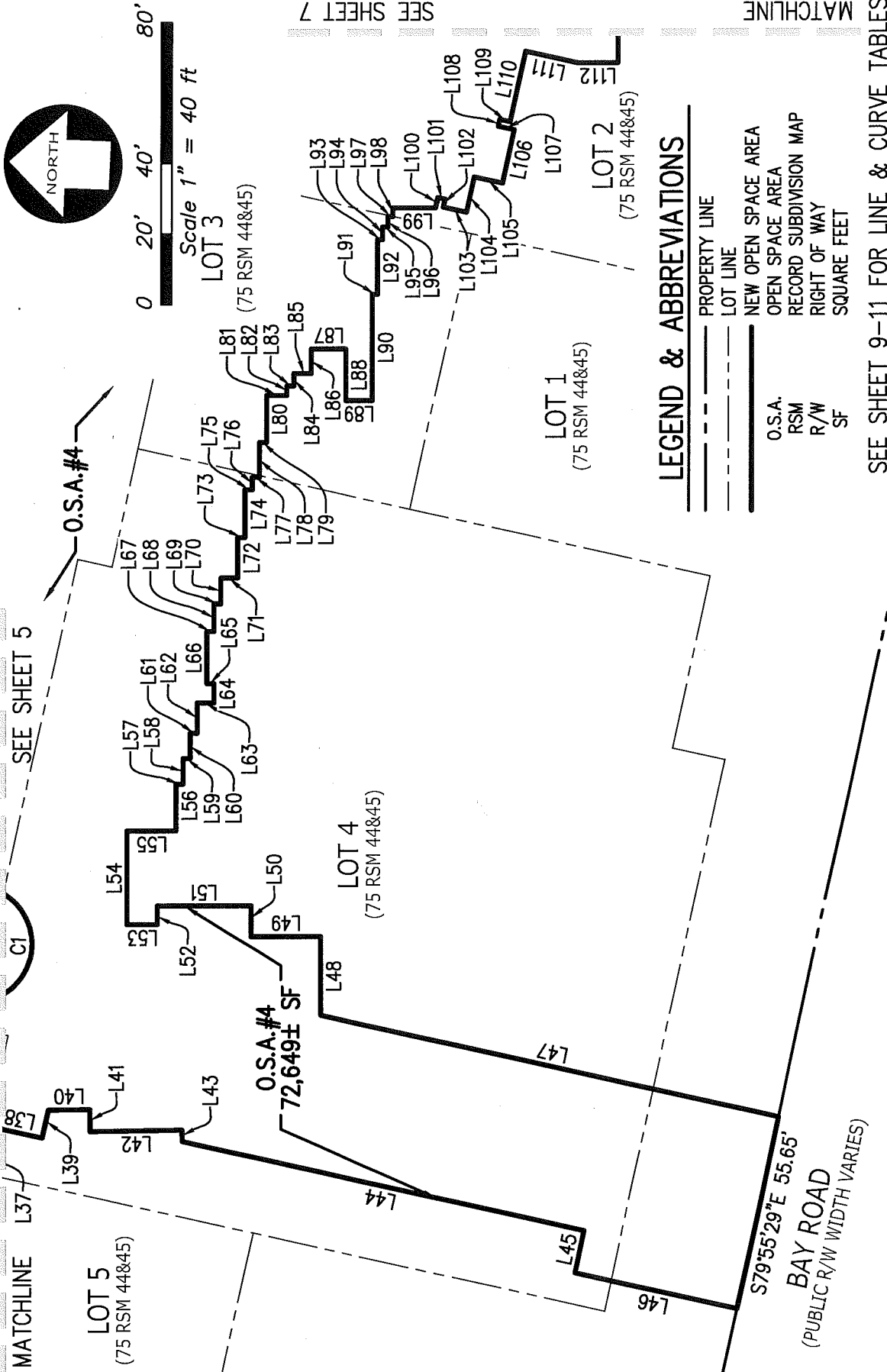
**EXHIBIT "B"**  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**OPEN SPACE AREA #3**

DATE	MARCH, 2023
SCALE	1" = 30'
BY	LEII
JOB NO.	A14075-1
SHEET	4 OF 11

REDWOOD CITY,

CALIFORNIA





**LEGEND & ABBREVIATIONS**

- PROPERTY LINE
  - - - LOT LINE
  - NEW OPEN SPACE AREA
  - OPEN SPACE AREA
  - RECORD SUBDIVISION MAP
  - RIGHT OF WAY
  - SQUARE FEET
- O.S.A.  
RSM  
R/W  
SF

SEE SHEET 9-11 FOR LINE & CURVE TABLES



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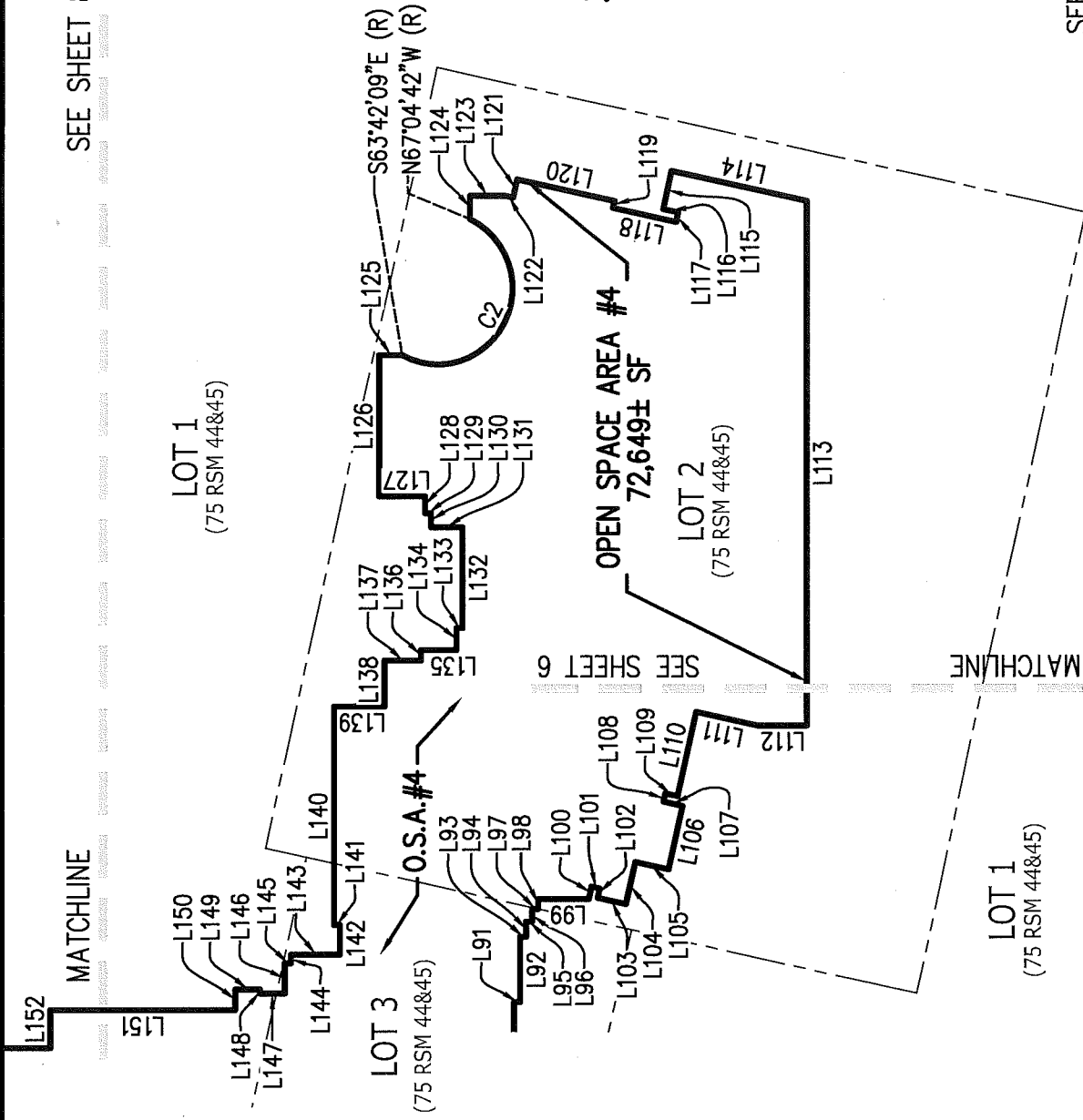
**EXHIBIT "B"**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**OPEN SPACE AREA #4**

DATE	MARCH, 2023
SCALE	1" = 40'
BY	LEII
JOB NO.	A14075-1
SHEET	6 OF 11

CALIFORNIA

REDWOOD CITY,

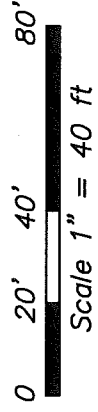
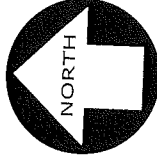
SEE SHEET 8



**LEGEND & ABBREVIATIONS**

— RSM  
 (R)  
 SF

— NEW OPEN SPACE AREA  
 RECORD SUBDIVISION MAP  
 RADIAL  
 SQUARE FEET

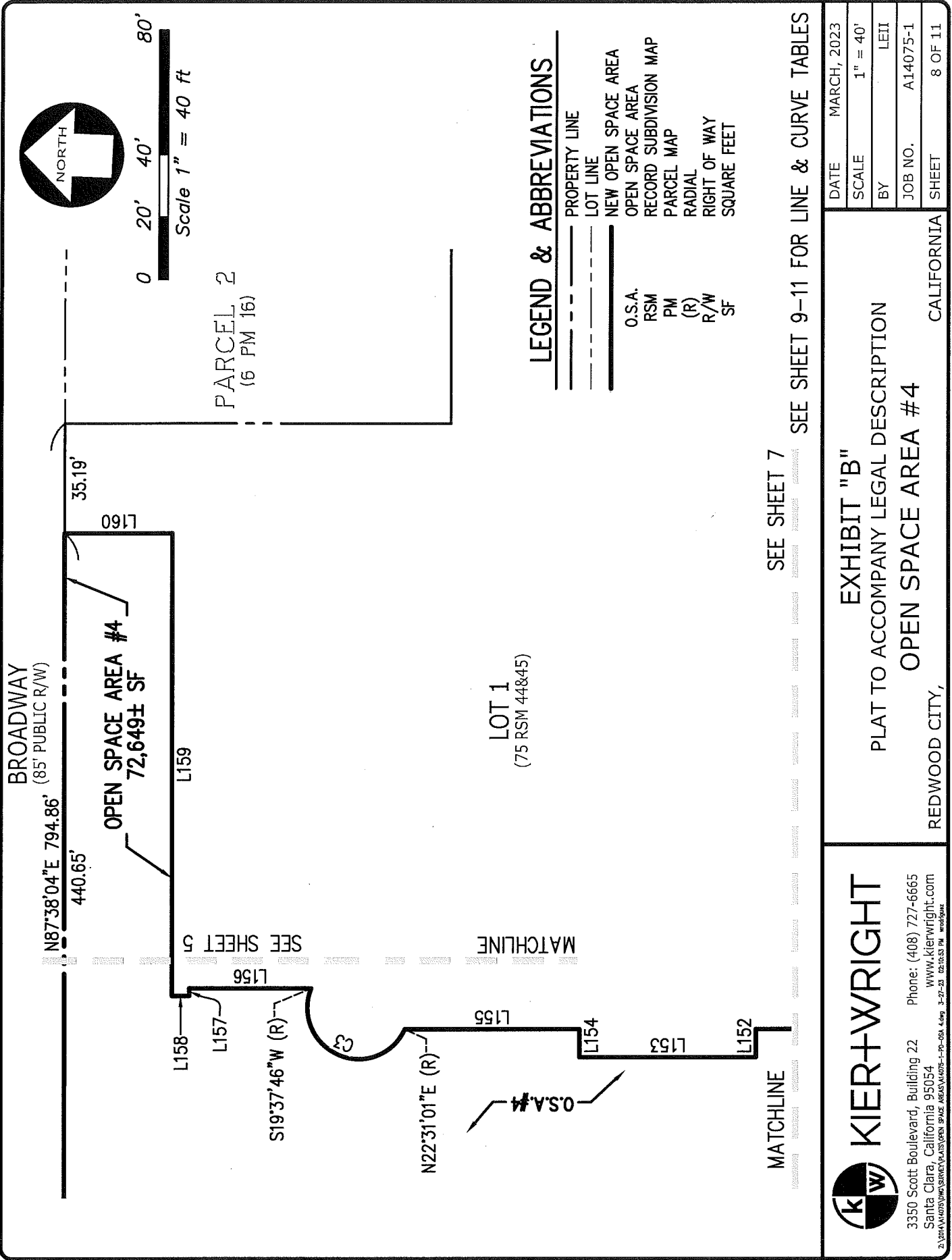


SEE SHEET 9-11 FOR LINE & CURVE TABLES

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**EXHIBIT "B"**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
**OPEN SPACE AREA #4**  
 REDWOOD CITY,  
 CALIFORNIA

DATE	MARCH, 2023
SCALE	1" = 40'
BY	LEIT
JOB NO.	A14075-1
SHEET	7 OF 11



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EXHIBIT "B"  
PLAT TO ACCOMPANY LEGAL DESCRIPTION  
OPEN SPACE AREA #4

REDWOOD CITY,  
CALIFORNIA

DATE	MARCH, 2023
SCALE	1" = 40'
BY	LEIT
JOB NO.	A14075-1
SHEET	8 OF 11

**FOR O.S.A. #4 ONLY:**

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S2°22'39"E	18.47'
L2	N87°37'21"E	23.67'
L3	N2°22'39"W	3.66'
L4	N87°37'21"E	161.02'
L5	S2°22'39"E	0.96'
L6	N87°37'21"E	16.15'
L7	S2°22'39"E	3.00'
L8	N87°37'21"E	22.50'
L9	S2°22'39"E	20.35'
L10	N87°37'21"E	3.41'
L11	S2°22'39"E	18.90'
L12	N87°37'21"E	4.35'
L13	S2°22'39"E	37.10'
L14	S87°37'21"W	50.50'
L15	N2°22'39"W	3.00'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L16	S87°37'21"W	25.20'
L17	S2°22'39"E	8.95'
L18	S25°46'01"W	20.05'
L19	S87°37'21"W	2.40'
L20	S2°22'39"E	9.96'
L21	N87°37'21"E	15.15'
L22	S2°22'39"E	14.00'
L23	S87°37'21"W	8.80'
L24	S2°22'39"E	24.00'
L25	N87°37'21"E	7.35'
L26	S2°22'39"E	24.00'
L27	S87°37'21"W	6.85'
L28	S2°22'39"E	25.00'
L29	S87°37'21"W	35.55'
L30	N2°22'39"W	26.39'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L31	S87°37'21"W	32.13'
L32	S2°22'39"E	20.35'
L33	N87°37'21"E	3.40'
L34	S2°22'39"E	8.28'
L35	S87°37'21"W	28.12'
L36	S2°22'39"E	13.65'
L37	N87°37'21"E	11.95'
L38	S10°04'31"W	19.18'
L39	S79°55'29"E	8.08'
L40	N3°19'28"W	11.65'
L41	S86°41'41"W	6.25'
L42	S3°19'28"E	26.30'
L43	S86°41'41"W	3.29'
L44	S10°04'31"W	117.86'
L45	N79°55'29"W	12.22'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L46	S10°04'31"W	47.40'
L47	N10°04'31"E	134.30'
L48	N87°37'21"E	22.26'
L49	N2°22'39"W	20.05'
L50	N87°37'21"E	8.72'
L51	N2°22'39"W	26.58'
L52	S87°37'21"W	5.22'
L53	N2°22'39"W	8.68'
L54	N87°37'21"E	26.45'
L55	S2°22'39"E	14.00'
L56	N87°37'21"E	13.32'
L57	S2°22'39"E	2.00'
L58	N87°37'21"E	7.28'
L59	S2°22'39"E	2.00'
L60	N87°37'21"E	7.10'



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**EXHIBIT "B"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**OPEN SPACE AREA #4**

REDWOOD CITY,

CALIFORNIA

DATE	MARCH, 2023
SCALE	NONE
BY	LEIT
JOB NO.	A14075-1
SHEET	9 OF 11



**FOR O.S.A. #4 ONLY:**

LINE #	DIRECTION	LENGTH
L121	N79°56'40"W	4.45'
L122	N10°03'12"E	2.00'
L123	N2°22'39"W	8.51'
L124	S87°37'21"W	5.55'
L125	N2°22'39"W	5.43'
L126	S87°37'21"W	33.60'
L127	S2°22'39"E	10.90'
L128	S87°37'21"W	4.00'
L129	S2°22'39"E	1.50'
L130	S87°37'21"W	3.30'
L131	S2°22'39"E	7.65'
L132	S87°37'21"W	23.95'
L133	N2°22'39"W	1.45'
L134	S87°37'21"W	5.25'
L135	N2°22'39"W	8.65'

LINE #	DIRECTION	LENGTH
L136	S87°37'21"W	2.45'
L137	N2°22'39"W	8.70'
L138	S87°37'21"W	10.90'
L139	N2°22'39"W	12.14'
L140	S87°37'21"W	51.95'
L141	S2°22'39"E	1.46'
L142	S87°37'21"W	6.98'
L143	N2°22'39"W	11.70'
L144	S87°37'21"W	2.08'
L145	N2°22'39"W	1.45'
L146	S87°37'21"W	7.17'
L147	N2°22'39"W	6.00'
L148	N87°37'21"E	1.00'
L149	N2°22'39"W	6.00'
L150	S87°37'21"W	4.86'

LINE #	DIRECTION	LENGTH
L151	N2°22'39"W	44.00'
L152	S87°37'21"W	9.00'
L153	N2°22'39"W	57.46'
L154	N87°37'21"E	9.00'
L155	N2°22'39"W	56.35'
L156	N2°22'39"W	39.85'
L157	S87°37'21"W	2.40'
L158	N2°22'39"W	5.60'
L159	N87°37'21"E	148.25'
L160	N2°22'39"W	34.37'

CURVE #	RADIUS	DELTA	LENGTH
C1	16.50'	269°26'29"	77.59'
C2	18.15'	183°22'32"	58.09'
C3	16.50'	177°06'45"	51.00'



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2/2014/14075/OPEN SPACE AREA/4075-1-R-04.dwg 3-27-23 10:11:08 PM wright

**EXHIBIT "B"**  
**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
**OPEN SPACE AREA #4**

REDWOOD CITY,

CALIFORNIA

DATE	MARCH, 2023
SCALE	NONE
BY	LEII
JOB NO.	A14075-1
SHEET	11 OF 11



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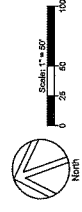
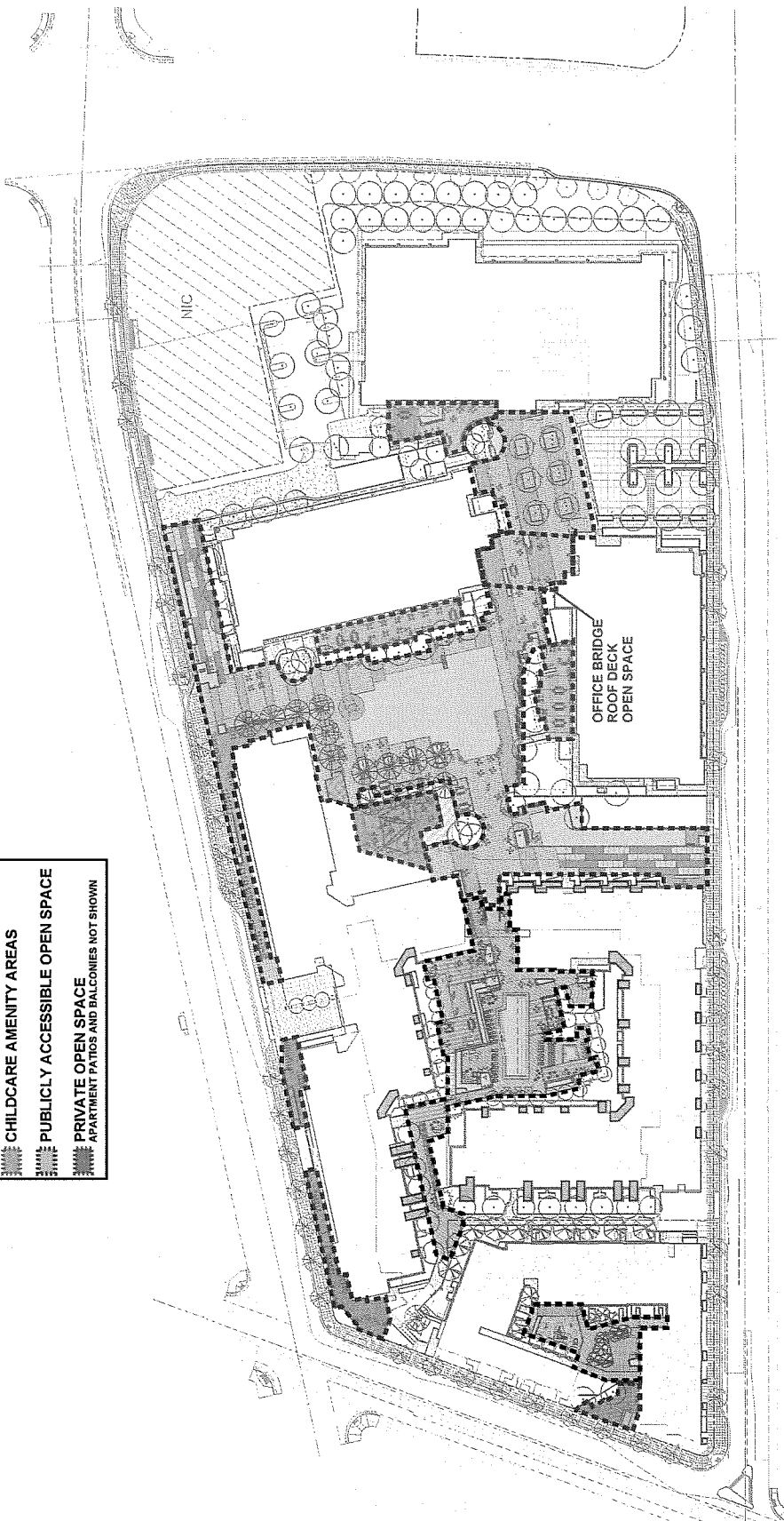
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 1401 Broadway, Redwood City, CA  
 The Sobrato Organization  
 10600 N De Anza Blvd, #200  
 Cupertino, California

Sheet Title:  
**LANDSCAPE AREA  
 DIAGRAM**

Job No. 14023  
 Date: 01.25.23  
 Scale:  
 Drawn By:

**OPEN SPACE LEGEND**

- RESIDENTIAL COURTYARD
- OFFICE AMENITY AREAS
- CHILDCARE AMENITY AREAS
- PUBLICLY ACCESSIBLE OPEN SPACE
- PRIVATE OPEN SPACE  
 APARTMENT PATIOS AND BALCONIES NOT SHOWN



REV: 04-19-2023 JB