

2024-001894 CONF

9:33 am 01/12/2024 A3 Fee: NO FEE

Count of Pages 5

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

SECOND AMENDMENT TO LANDSCAPE MAINTENANCE AGREEMENT
910 Woodside Road

THIS SECOND AMENDMENT TO LANDSCAPE MAINTENANCE AGREEMENT
("Agreement") is made and entered into this 9th day of January, 2024 ("Effective
Date"), by and between 910 WOODSIDE, 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. Valera Fooksman ("Predecessor") and City previously executed that certain
Landscape Maintenance Agreement dated March 4, 2020 and recorded July 31, 2020 as
instrument number 2020-075317, in the Official Records of the County of San Mateo
("Original Landscape Maintenance Agreement") with regard to the real property
commonly known as 910 Woodside Road, Redwood City, CA 94061 (the "Property") as
more particularly described in Exhibit "A", attached to and incorporated by this reference
in Recital A of the Original Landscape Maintenance Agreement.

B. Predecessor, Developer and City previously executed First Amendment to
and Assignment of Landscape Maintenance Agreement ("Amendment No. 1") dated as
of September 7, 2023 and recorded September 12, 2023 as instrument number 2023-
044039, to revise Exhibit "B" attached to the Original Landscape Maintenance Agreement
("Revised Exhibit "B'") and to assign the Original Landscape Maintenance Agreement to
Developer (the Original Landscape Maintenance Agreement and Amendment No. 1 are
collectively known as the "Agreement").

C. Developer requests further modifications to Revised Exhibit "B" to address
issues with the installation of two of the four tree wells required by the Agreement due to
utility conflicts.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. Revised Exhibit "B" to the Agreement is of no further force and effect and is hereby replaced with Revised Exhibit "B-1", attached hereto and incorporated by reference.

2. The Second Amendment to Landscape Maintenance Agreement shall be effective as of the date first set forth above.

3. In all other respects the Agreement shall remain in full force and effect.

4. The Second Amendment to Landscape Maintenance Agreement may be executed in any number of counterparts which together shall constitute the agreement of the Parties.

5. Each person executing this Second Amendment to Landscape Maintenance 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 Second Amendment to Landscape Maintenance Agreement and perform all of its obligations hereunder.

*[Signature Page Follows]*



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


**DEVELOPER**

**910 WOODSIDE, LLC, a**  
California limited liability company

By:   
Daniel Rutenburg, CEO

City/County of Charlotteville  
Commonwealth of Virginia

The foregoing instrument was acknowledged before me  
this 12 day of December, 2023  
by Daniel Rutenburg

 Notary Public  
Reg # 8072150 Com Exp 04/30/27

**[Signature must be notarized]**

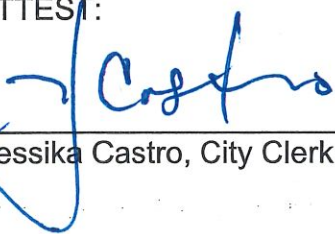
**CITY**

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

  
Melissa Stevenson Diaz, City Manager

**[Signature must be notarized]**

ATTEST:

  
Yessika Castro, City Clerk

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SAN MATEO

On JANUARY 9, 2024 before me, YESSIKA DOMINGUEZ, NOTARY PUBLIC

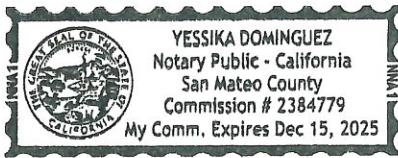
Date

Here Insert Name and Title of the Officer

personally appeared MELISSA STEVENSON DIAZ

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

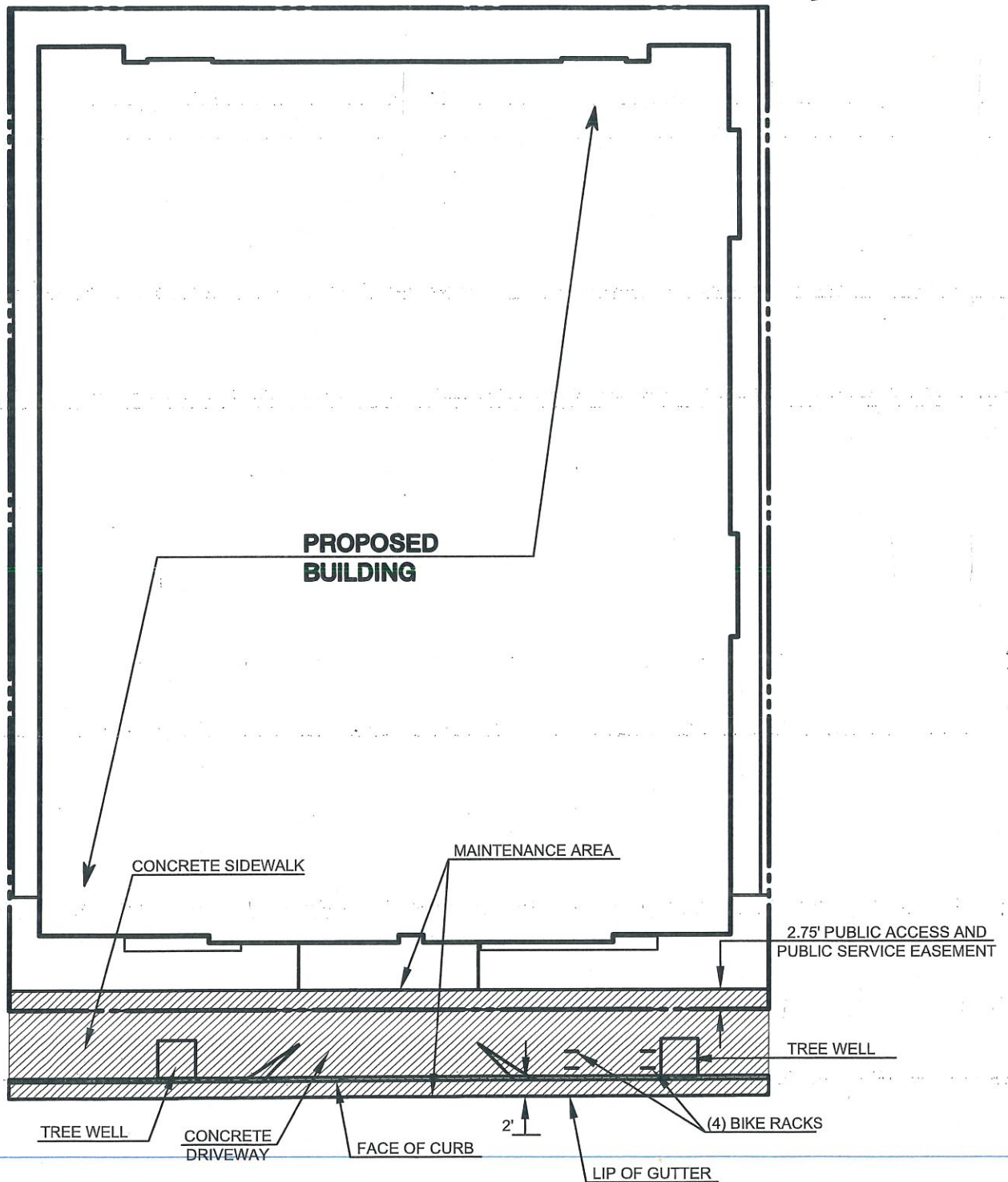
Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# REVISED EXHIBIT "B-1" IMPROVEMENT AND MAINTENANCE AREA

SCALE: NONE



## WOODSIDE ROAD

### **NOTE:**

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

11-17-2023