

D. Developer has submitted a parcel map for the Property, which has been reviewed by the City Engineer and is being approved concurrently with this Agreement ("Parcel Map"). 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, City will have the right to maintain, repair, periodically inspect, care for, and replace such Improvements, or to contract for the correction of such

deficiencies, after written notice to Developer. City may, at its option, form a special district to levy assessments against the Property to pay for the costs of curing and correcting such deficiencies.

- a. Notice to Developer. Prior to taking any such corrective action, City will notify Developer in writing if the condition of said Improvements does not conform to the standards and requirements set forth herein, including without limitation the Maintenance Standards, and to specify the deficiencies and the actions Developer must take to cure the deficiencies. Upon notification of any deficiency, Developer will have thirty (30) days to correct, remedy or cure the deficiency. If the written notification states that the deficiency is urgent and relates to the public health and safety, then Developer will have twenty-four (24) hours to correct, remedy or cure the deficiency.
- b. Lien for Costs of Required Maintenance. In the event that Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such deficiency after notification and after expiration of any applicable cure period, then City will have the right to maintain, repair, care for and, if and when necessary, replace such Improvements at Developer's expense. Developer agrees to pay City upon demand all charges and costs incurred by City for such maintenance, repair and replacement work. Until so paid, City will have a lien on the Site for the amount of such charges or costs, which lien will be perfected by the recordation of a "Notice of Claim of Lien" against the Property. This lien will affect all parcels jointly and severally if portions of the Property have been sold. Any lien in favor of City created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien, and no such lien will in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgagee or beneficiary thereunder expressly subordinates its interest, of record, to such lien. No lien in favor of City created or claimed hereunder will in any way defeat, invalidate, or impair the obligation or priority of any existing lease, sublease or easement unless such instrument is expressly subordinated to such lien.
- c. Legal Action. City may bring legal action to collect the sums due as the result of expending public monies to maintain, repair and, if and when necessary, replace any Improvements that are the responsibility of Developer as provided herein. Developer agrees that if City brings legal action to enforce its rights under this Section 6, Developer will pay City all costs incurred by it, including attorneys' fees and court costs, together with interest from the date City provided notice under Section 6.a, at the rate of seven percent (7%) per annum.
- d. Additional Remedies. Developer acknowledges and agrees that City may also pursue any and all other remedies available in law or equity in the event of a breach of Developer's obligations and agreements set forth herein.

- e. Intention of City. Nothing in this Section 6 will be construed, either expressly or by implication, as indicating City's intention to exercise dominion or control over the Improvements.

7. NO IMPAIRMENT OF LIEN. No violation or breach of the agreements, conditions, restrictions, provisions or limitations contained in this Agreement will defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor of Developer to the Site or any portion thereof will be bound by such agreements, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. ENCROACHMENT PERMIT; RIGHT OF ENTRY. To the extent that the Improvements are located within City rights-of-way, Developer will obtain a single on-going revocable encroachment permit from City in order for Developer to perform its obligations under this Agreement. Such an encroachment permit will set forth the terms and provisions upon which Developer has a right to enter onto such rights-of-way in order to perform maintenance, inspection, repair and, if and when necessary, replacement services (collectively, "Maintenance Services"). The encroachment permit will include the following terms and conditions:

- a. Permitted Uses. Developer may enter upon such Improvements as are located within City rights-of-way, and may temporarily block reasonably necessary portions of the adjoining street surfaces, solely for the purpose of performing Maintenance Services, and incidental purposes thereto, such as operating equipment and storing materials during the period maintenance services are being performed (collectively, "Activities"). Developer will not use such areas for any other purpose.

- b. Insurance.

- i. General Liability. Developer shall maintain commercial general liability and excess liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in a combined amount not less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Developer's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

- ii. Workers' Compensation. At any time Developer has direct employees, 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. At any time Developer has direct employees or owns any motor vehicles, 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.

iv. Any deductibles or self-insured retentions must be declared to, and approved by City.

v. Concurrently with the execution of this Agreement, Developer will furnish City with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

1. Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after City will have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;

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

3. Providing that Contractor's insurance will be primary insurance relating to Contractor's work hereunder with respect to City, its Council, commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by City for itself, its Council, commissions, boards, committees, officers, employees and agents will not be excess of Contractor's insurance and will not be contributory with it. Such insurance will also specifically insure any contractual liability assumed by Developer under the terms of this Agreement, including, but not limited to, the provisions of subsection (a) above.

In the event that Developer's insurance is cancelled, Developer will provide replacement coverage or all work must cease as of the cancellation date until replacement insurance coverage is provided.

9. PERMITS AND APPROVALS. To the extent that performance of the Maintenance Services or other Activities requires permits or governmental approvals, Developer will, at its sole cost and expense, obtain such permits and approvals. City will issue encroachment permits, from time to time, on the terms set forth in Section 8 above.

10. TERM. This Agreement will commence immediately upon the Effective Date and will continue in perpetuity until and unless terminated by City.

11. INDEMNIFICATION. Developer will indemnify, defend and hold City, its Council, boards, offices, commissions, agents and employees harmless from liens, claims, demands, actions, causes of action, obligations, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees (individually, "Claims" and collectively, "Claims"), which may arise from or in any manner relate to any work performed or services provided under this Agreement by Developer, or Developer's contractors, subcontractors, agents or employees, including, but not limited to, the performance of the Maintenance Services or other Activities. Notwithstanding the forgoing, Developer will not be obligated under this Agreement to defend and/or indemnify City to the extent that any Claim is caused by the gross negligence or willful misconduct of City or its agents or employees. The aforementioned indemnity will apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. This Section 11 will survive termination of this Agreement.

12. DEFAULT. The failure to maintain the Improvements will constitute an event of default. Upon such event of default, City will provide written notice to Developer. Upon receipt of the written notice, Developer will have thirty (30) days to remedy such event of default (or such longer period of time as may reasonably be required, as determined by City, provided that Developer will commence to remedy such default within thirty (30) days period and thereafter diligently prosecute such remedy to completion). If Developer fails to remedy the event of default within the prescribed time period, City will have the right to do all work necessary to remedy the event of default and charge Developer pursuant to the terms of Section 6, above.

13. ASSIGNMENT BY CITY. City may assign its rights and obligations under this Agreement to a municipal services district or other public agency without Developer's consent.

14. AGREEMENT ATTACHES TO LAND AND BINDS DEVELOPER'S SUCCESSORS AND ASSIGNS. This Agreement pertains to and runs with the Property in perpetuity, and will be recorded against the Property at Developer's expense. This Agreement binds the assigns and successors-in-interest of Developer, including any transferee of a fee interest in the Property. City and its successors and assigns, in the event of any breach of this Agreement, will have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings against Developer or its permitted successors and assigns to enforce the curing of such breach.

15. ASSIGNMENT BY DEVELOPER. Developer covenants, for itself and its successors and assigns, not to sell, transfer or otherwise dispose of ownership of the Property, unless the prospective purchaser, transferee or assignee expressly promises in writing to be bound by all of the provisions hereof, including the covenant in this Section

15 to require successors to expressly assume the obligations herein in a form reasonably acceptable to the City Attorney. Upon such successor assuming all obligations and agreeing to be bound by this Agreement, such party shall constitute the "Developer" hereunder and all predecessors-in-interest to such party 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 such assignment and assumption.

16. NOTICES. Any notices relating to this Agreement will be given in writing and will be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

To Developer: Premia 1180 Main Owner, LLC
801 Hamilton St.
Redwood City, CA 94063
Attn: Michael Halow

With a copy to: Aaronson Dickerson Cohn & Lanzone
1001 Laurel St., Ste A
San Carlos, CA 94070
Attn: Camas J. Steinmetz

To City: City of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attn: City Manager

With a copy to: City of Redwood City
1017 Middlefield Road
Redwood City, California 94063
Attn: City Attorney

17. MISCELLANEOUS.

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

b. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning hereof.

c. Governing Law. This Agreement will be construed and governed in accordance with the laws of the State of California. Venue will be the County of San Mateo.

d. Counterparts. This Agreement may be executed in any number of counterparts which together will constitute the contract of the Parties.

e. Exhibits. Any and all exhibits and schedules attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference.

f. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect.

g. Authority. Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.

h. No Agency Relationship. Neither Developer nor any of Developer's agents, contractors or subcontractors are or will be considered to be agents of City in connection with the performance of any of Developer's obligations under this Agreement.

i. Attorneys' Fees and Costs. Either party may bring a lawsuit to enforce or require performance of the terms of this Agreement, and the prevailing party in such suit or proceeding will be entitled to recover from the other party's reasonable costs and expenses, including attorneys' fees.

[Signature Page Follows]

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

DEVELOPER

Premia 1180 Main Owner, LLC, a Delaware limited liability company

By: _____

Name: Michael Halow

Title: Managing Member

[Signature must be notarized]

CITY

CITY OF REDWOOD CITY, a
municipal corporation

~~Melissa Stevenson Diaz, City Manager~~

Alex Khajikian, Assistant City Manager

[Signature must be notarized]

ATTEST:

For _____
Pamela Aguilar, City Clerk

ACKNOWLEDGMENT

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

State of California
County of SAN MATEO)

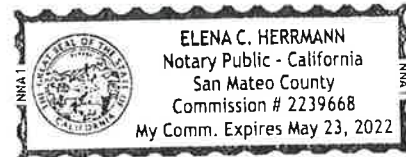
On February 26, 2020 before me, Elena C Herrmann, Notary Public
(insert name and title of the officer)

personally appeared Michael Halow
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 Elena C Herrmann (Seal)



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Mateo

On March 16, 2020 before me, Julie M. Rosas, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Alex Khojikian
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Julie M. Rosas
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: LMA - 1180 Main St

Document Date: 3-16-2020 Number of Pages: 12

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT A: LEGAL DESCRIPTION



November 12, 2019
BKF No. 20170253
Page 1 of 1

Legal Description

1180 and 1190 Main Street, Redwood City, CA

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

Being Lots 1 and 2, as shown on that certain Parcel Map No. 2010-01, filed for record on March 22, 2011, in Book 79 of Maps at Pages 74 through 76 inclusive, Records of San Mateo County, California.

Containing an area of 1.312 acres, more or less.

Being also San Mateo County Assessor's Parcel Numbers 053-147-060 and 053-147-070 per Roll Year 2019-2020.

This legal description was prepared by me, or under my direction, in conformance with the requirements of the Professional Land Surveyors' Act.

John Koroyan
John Koroyan
P.L.S. No. 8883



Nov. 12, 2019
Date

NOTES

- 1. REFER TO EXHIBIT A FOR LEGAL DESCRIPTION.

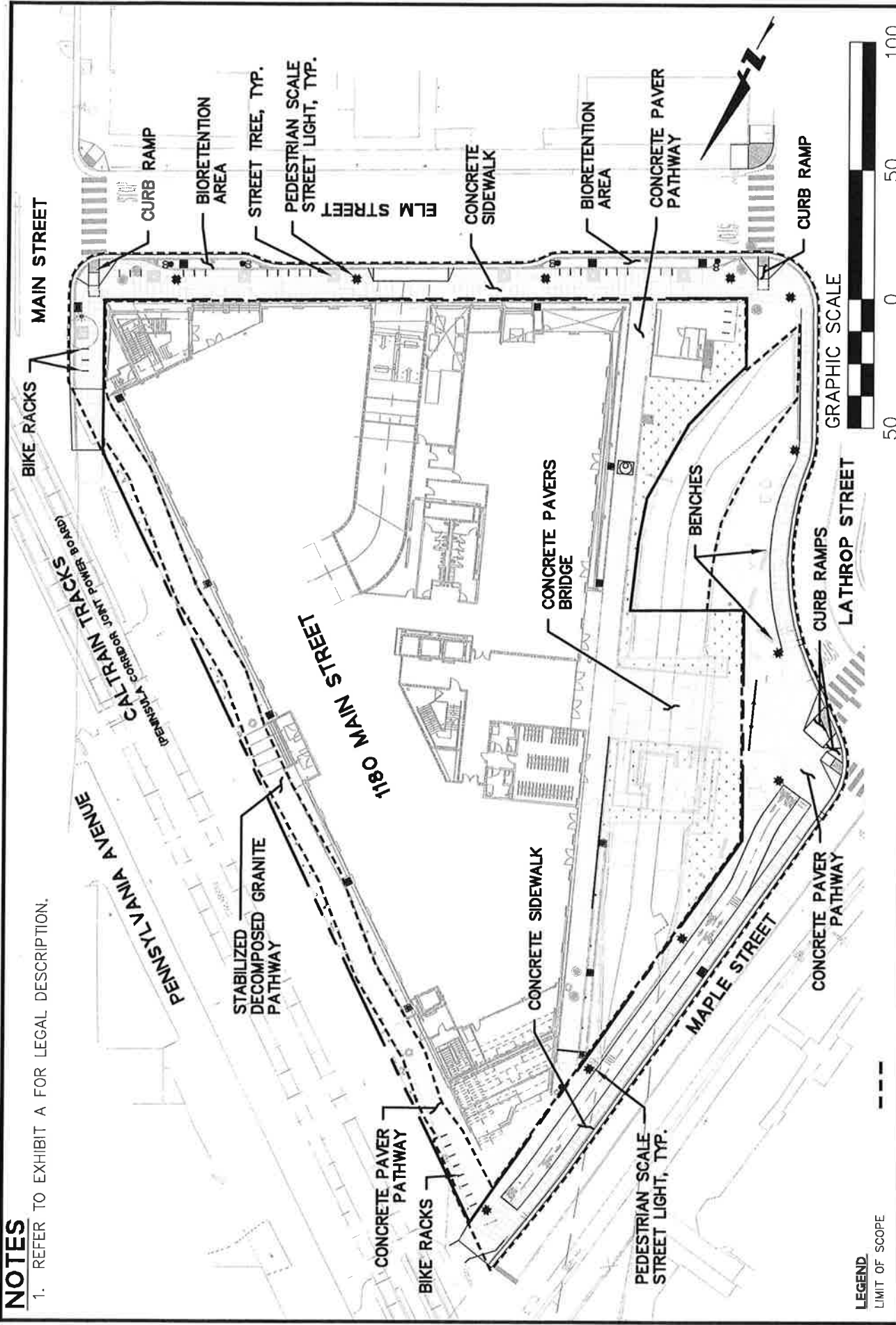


EXHIBIT B: MAINTENANCE AREA
1180 MAIN STREET
LANDSCAPE MAINTENANCE AGREEMENT

255 SHORELINE DRIVE SUITE 200
 REDWOOD CITY, CA 94065
 650/482-6300
 650/482-6399 (FAX)



Job No. 20170253

Date 02/11/20

Sheet 1 of 1