

RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE § 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code § 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

AGREEMENT AND COVENANT RUNNING WITH THE LAND
[DEFERMENT OF PUBLIC IMPROVEMENTS (PUBLIC SIDEWALK)]
[Restriction on 2041 Mission College Boulevard and 1950 Wyatt Drive, Santa Clara, CA]

This Restrictive Covenant Running with the Land ("Covenant") is made and entered into on this ____ day of _____, 2019 ("Effective Date"), by and between KOLL/INTEREAL BAY AREA, a California general partnership, Mission Park Retail LP, a Delaware limited partnership and Mission Park Hotel LP, a Delaware limited partnership (collectively "Owner"), and the City of Santa Clara, California, a chartered California municipal corporation ("City").

RECITALS

- a. Owner is the owner of real property located at 2041 Mission College Boulevard and 1950 Wyatt Drive in the City of Santa Clara, California ("Property"), and is shown on the 2018-19 Santa Clara County Property Tax Roll as Assessor's Parcel No. 104-38-005 and 006. Property is also known as Lots 1, 2, and 3 as shown on that certain Parcel Map filed for record in Book 918 of Maps, at pages 40 thru 46, Santa Clara County Records.
- b. Whenever the term "Owner" is used, it shall refer collectively to the owner(s) signing this Covenant, and/or Owner's assigns and successors in interest. City and Owner may be referred to herein collectively as the "Parties" or individually as a "Party".

The Parties agree as follows:

COVENANT

1. Installation of County of Santa Clara standard sidewalk (herein "Improvements") along the Montague Expressway frontage of Property is a requirement to be satisfied in conjunction with the approval of the filing of a Parcel Map (SAM2017-01155/PLN2016-11738).
2. Property and location of Improvements are shown in Exhibit "A" (Tracing No. 12,307-A), attached hereto and made a part hereof by this reference.

3. Improvements shall include, but are not limited to County standard sidewalk, curb and gutter, retaining walls necessary to support the Improvements, and modification and/or reconstruction of existing improvements such as electrical conduits and pullboxes, landscaping, irrigation systems, utilities, poles, and signs necessary to suit the sidewalk improvement, and incidental work thereto. All work shall be completed in accordance with County standards in effect at the time of such installation of Improvements.
4. City will permit the deferment of Improvements along the Montague Expressway frontage of Property upon the execution of this agreement by Owner.
5. In the event City and Owner determines that it is most practical and beneficial for City to install Improvements, Owner agrees to pay the costs incurred by City to cause said construction, which costs may be recovered in the manner provided in Paragraph 9 of this Agreement.
6. Upon service to Owner of written notice that City requires Owner to construct Improvements, Owner shall, within 90 days of said service, provide County with plans of Improvements prepared in accordance with the requirements of and subject to the approval of County.
7. Owner shall cause construction of Improvements to commence within 90 days of County approval of said plans[,but not less than 180 days]. Owner shall cause Improvements to be completed within a time period specified by County at time of County approval of said plans. If no time period is specified, completion shall be within 180 days of commencement of construction.
8. Prior to acceptance of Improvements by County, Owner shall provide County with one set of plans revised to show "As Built" condition prepared in accordance with County requirements.
9. If Owner fails to comply with any of the conditions set forth herein, City may cause said conditions to be satisfied. All costs, including interest at the legal rate, incurred by City to cause said conditions to be satisfied shall be recovered from owner by any means allowed by law.
10. Each and every covenant made by Owner and/or City is made for the direct benefit of the hereinafter indicated respective lands or interests in lands held by the parties hereto, their assigns and/or successors in interest, and shall run with said respective lands or interests in lands, and if applicable, the responsibilities and burdens thereof are imposed on and shall run with said respective lands or interest in lands held by the parties hereto, their assigns and successors in interest.
11. The land of Owner burdened by this Agreement is the abovementioned Property.
12. The land within the City benefited by this Agreement is Montague Expressway, a public street owned by the County of Santa Clara.
13. Enforcement, either to restrain violation or to recover damages, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant created through this Agreement.
14. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

15. Following acceptance of Improvements by County, City will provide a written release of this Covenant upon Owner's request and payment of applicable processing fee.
16. This Agreement shall be recorded by City in the Office of the County Recorder of Santa Clara County.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date first set forth above.

**CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation**

APPROVED AS TO FORM:

BRIAN DOYLE
City Attorney

DEANNA SANTANA
City Manager

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

NORA PIMENTEL, MMC
Assistant City Clerk

"City"


Owner signatures see attached

IF OWNER IS A CORPORATION, THE COMPLETE LEGAL NAME AND CORPORATE SEAL OF THE CORPORATION AND CORPORATE TITLES OF THE PERSONS SIGNING FOR THE CORPORATION SHALL APPEAR ABOVE. WRITTEN EVIDENCE OF AUTHORITY OF PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE, OR ANY OTHER ORGANIZATION OTHER THAN A SOLE PROPRIETORSHIP SHALL BE ATTACHED.
ATTACH THE ALL-PURPOSE NOTARY ACKNOWLEDGMENT FORM FOR THE PERSON OR PERSONS EXECUTING THIS DOCUMENT ON BEHALF OF THE OWNER.

KOLL/INTEREAL BAY AREA,
a California general partnership

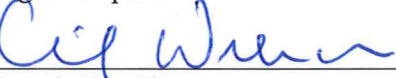
By: Washcop I Limited Partnership,
a Delaware limited partnership,
its general partner

By: WH Mission Park LLC,
a Washington limited liability company,
its general partner

By: 
Craig Wrench, President


By: Washcal I Limited Partnership,
a Washington limited partnership,
its general partner

By: WH Mission Park LLC,
a Washington limited liability company,
its general partner

By: 
Craig Wrench, President

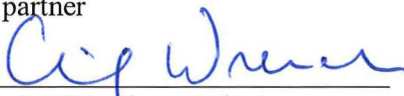
MISSION PARK RETAIL LP,
a Delaware limited partnership

By: Mission Park Retail GP LLC,
a Delaware limited liability company,
its general partner

By: 
Craig Wrench, President

MISSION PARK HOTEL LP,
a Delaware limited partnership

By: Mission Park Hotel GP LLC,
a Delaware limited liability company,
its general partner

By: 
Craig Wrench, President

Address: 600 University Street, Suite 2820, Seattle, Washington 98101
Telephone Number: (206) 613-5300 Fax Number: (206) 613-5301

"Owner"

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 1 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Craig Wrench, known to me to be the authorized signatory of **Washcop I Limited Partnership**, a Delaware limited partnership and **Washcal I Limited Partnership**, a Washington limited partnership, the general partners of **KOLL/INTEREAL BAY AREA**, a California general partnership, to be the free and voluntary act of such entity, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Kyle
Signature
Kayla Edge
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at King County
My commission expires 11/28/22

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 1 day of August, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Craig Wrench, to me known to be the President of **Mission Park Hotel GP LLC**, a Delaware limited liability company, the general partner of **MISSION PARK HOTEL LP**, a Delaware limited partnership, the limited partnership named in and which executed the foregoing instrument; and he/she acknowledged to me that he/she signed the same as the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal the day and year in this certificate above written.



Kyle
Signature
Kayla Edge
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at King County
My commission expires 11/28/22

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 1 day of August, 2019, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Craig Wrench, to me known to be the President of **Mission Park Retail GP LLC**, a Delaware limited liability company, the general partner of **MISSION PARK RETAIL LP**, a Delaware limited partnership, the limited partnership named in and which executed the foregoing instrument; and he/she acknowledged to me that he/she signed the same as the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal the day and year in this certificate above written.



[Signature]
Signature

Kayla Edge
Print Name

NOTARY PUBLIC in and for the State of
Washington, residing at King County.
My commission expires 11/28/22.



PROPERTIES SUBJECT TO AGREEMENT

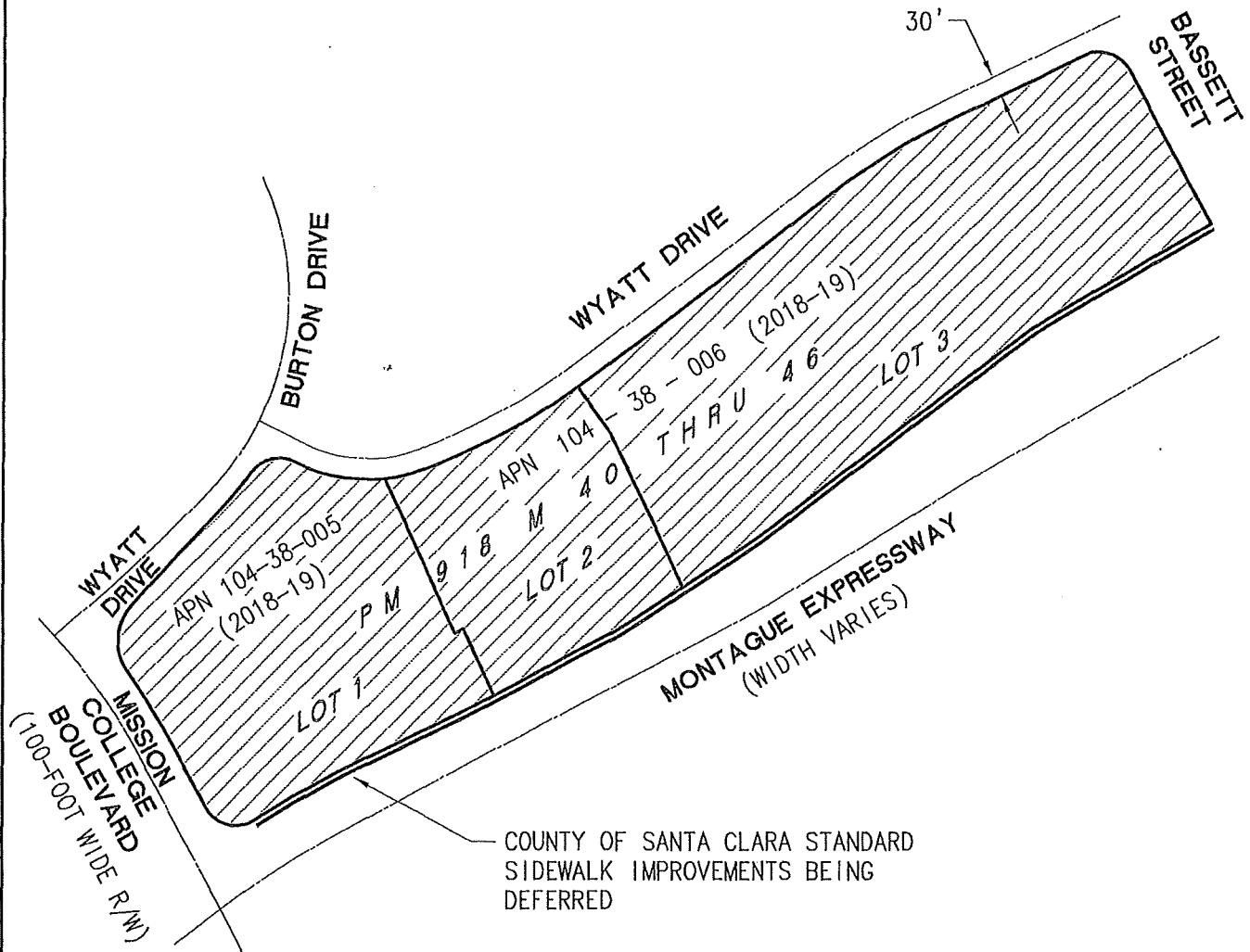
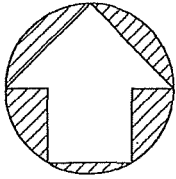


EXHIBIT A

K:\...\AUTOCAD\LPD\NELSON\SC19159 DEF SW.DWG			CITY OF SANTA CLARA		Scale
Revised					1" = 250'
Drawn By	ND	5-02-19	AGREEMENT AND COVENANT RUNNING WITH THE LAND [DEFERMENT OF PUBLIC IMPROVEMENTS (PUBLIC SIDEWALK)] 2041 MISSION COLLEGE BLVD. AND 1950 WYATT DRIVE		Ref.
Checked By	JD	5-9-19			SC 19,159
Approved By	Go. Gomez	5-9-2019			Tracing No.
MICHAEL JACK LIW ASSISTANT DIRECTOR OF PUBLIC WORKS/CITY ENGINEER					12,307-A
					12,307-A