

When Recorded, Mail to: City Clerk
City of San Mateo
330 West 20th Avenue San Mateo, CA 94403

Attention: Public Works Dept.,
Attn. Sue-Ellen Atkinson, Principal Transportation Planner
710 S. B St./BD-2006-227260

**PARKING IN LIEU FEE AGREEMENT
(CENTRAL PARKING IMPROVEMENT DISTRICT (CPID))**

THIS AGREEMENT is entered into this ____ day of _____ 2020, by and between the CITY OF SAN MATEO ("City"), and Lawrence H. Shane, the owner(s) ("Property Owner(s)") of real property located at 710 S. B St. [APN 034-196-030], City of San Mateo, County of San Mateo within the City's Central Parking Improvement District (CPID), as designated on that certain map entitled Central Parking Improvement District Services of the City of San Mateo Downtown Area Plan.

RECITALS

WHEREAS, in accordance with Municipal Code Section 27.64.100 and in order to satisfy parking requirements for the property at 710 S. B Street, Property Owner(s) entered into an Agreement for Parking Spaces with the City on April 3, 2007; and

WHEREAS, the terms of the Agreement for Parking Spaces required monthly payments for parking spaces rather than payment of the City's one-time parking in lieu fee; and

WHEREAS, Property Owner(s) has/have requested to revise the Agreement for Parking Spaces to convert to payment of the City's one-time parking in lieu fee, to run with the land in perpetuity regardless of changes pertaining to the ownership, operation, occupancy or tenancy of the property, to the extent permissible by law and subject to use requirements provided for herein; and

WHEREAS, in accordance with the Agreement for Parking Spaces, Property Owner(s) has/have paid \$189,140.29 in monthly parking payments to date; and

WHEREAS, the payment of \$189,140.29 has satisfied the City's parking in lieu fee requirement in accordance with Municipal Code Section 11.62.030; and

WHEREAS, based on satisfaction of the City's parking in lieu fee requirement, the City is willing to rescind the Agreement for Parking Spaces and enter this Agreement to document satisfaction of the City's parking in lieu fee requirement;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. RESCISSION. The Agreement for Parking Spaces entered into on April 3, 2007, and attached to this Agreement as Exhibit A, is rescinded.

2. SATISFACTION OF PARKING REQUIREMENTS. City acknowledges Property Owner's(s') satisfaction of parking requirements in accordance with Municipal Code section 27.64.100.

The Property Owner(s) has paid in lieu fees for fourteen (14) parking spaces to satisfy the parking requirements, due to the restaurant built on the site, which requires the provision of a total of thirty-two (32) parking spaces.

Satisfaction of Code parking requirements for fourteen (14) spaces by payment of in lieu fees, as acknowledged herein, shall run with the land. No change of ownership, operation, occupancy, or tenancy of the property shall negate the satisfaction of Code parking requirements, nor the satisfaction of the paid in lieu fees with regard to these fourteen parking spaces. Specifically, and by means of example only, the operation of a different restaurant, different from the restaurant for which the Building Permit BD-2006-227260 was issued (so long as the "use" remains the same in conformity with Paragraph 4 below), at the property shall not require new in lieu fee compensation, and the terms of this Agreement shall remain effective as to any such restaurant.

3. ASSIGNMENT AND MARKING OF SPACES. It is understood and agreed that no spaces will be assigned or marked for Property Owner(s) in City parking garages or elsewhere.

4. CHANGE OF USE. The parking requirement referred to herein is based upon the use(s) of the Property described in Building Permit BD-2006-227260. In the event that a change in the use(s) occurs and such changes result in an increased parking demand above the fourteen (14) spaces provided herein, this agreement must be amended to reflect any modified obligations, if any, or other added in lieu fee compensation warranted by changed parking requirements, but said change of use shall not in itself require a change in other terms of this Agreement. In no event will the City refund in lieu fee payments. The term "use" in this paragraph shall be defined as and limited to the description provided for in Building Permit BD-2006-227260; such that so long as any commercial activity occurring at the property remains in conformity with such description, the parties understand and agree that no modifications will need to occur under this paragraph, and the receipt of in lieu fee compensation shall continue to apply to all subsequent operations at the property, regardless of changes in specific tenancies or titles of businesses operating thereon. Should a change of use occur requiring fewer parking spaces, no additional parking in lieu fees will be required, nor shall any additional parking in lieu fees be required for any subsequent changes which increase the number of required parking spaces, so long as the total required remains equal or less than 32.

5. CHANGE IN CITY PARKING REQUIREMENTS. In the event of a future decrease in parking requirements applicable to the Property, under no circumstances shall City be required to reimburse in lieu fees already paid to it.

6. ASSIGNMENT. This Agreement runs with the land and neither this agreement nor the rights hereunder may be assigned or otherwise transferred on a permanent or temporary basis for use on behalf of any real property other than the Property. The terms and benefits of this agreement shall be binding on the successors in interest to Property Owner(s).

7. AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT. This Agreement represents the entire integrated agreement between City and Property Owner(s) and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both City and Property Owner(s).

8. GOVERNING LAW AND VENUE. This Agreement is governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

IN WITNESS WHEREOF, this Parking In Lieu Fee Agreement has been duly executed by the parties above named to be effective as of this _____ day of _____ 2020.

PARTIES' SIGNATURES TO BE NOTARIZED

PROPERTY OWNER(S):

Lawrence H. Shane

Date: _____

CITY OFFICIAL:

Drew Corbett, City Manager

Date: _____

ATTEST:

Patrice M. Olds, City Clerk

Date: _____

Approved as to form:

Gabrielle Whelan, Assistant City Attorney

Date: _____

EXHIBIT A

When recorded, mail to:
City Clerk
City of San Mateo
330 West 20th Avenue
San Mateo, CA 94403

Attention: Planning Division
Attn: Julia Yeh/ BP# bd2006-227260

*GOVT CODE 6103
EXEMPT FROM FEES*

2007-052341

02:03pm 04/05/07 AG Fee: NO FEE

Count of pages 7

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



**AGREEMENT FOR PARKING SPACES
IN THE CENTRAL PARKING AND IMPROVEMENT DISTRICT (CPID)**

THIS AGREEMENT is entered into this **Third day of April, 2007**, by and between the CITY OF SAN MATEO, hereinafter referred to as "City", and **Shane Trust**, the owner(s) of the subject real property at **710 South B Street**, County of San Mateo Assessor's parcel number **034-196-030**, San Mateo, California, within the City's Central Parking Improvement District (CPID), hereinafter referred to as "Property Owner."

RECITALS

WHEREAS, Property Owner wishes to use the subject real property for use, as shown in Building Permit **bd2006-227260**, that is required under the City Zoning Code to provide a total of **thirty-two (32)** parking spaces prior to any credit or reduction and can meet a portion, i.e. **fourteen (14)** parking spaces, of said requirement by entering into this agreement with City; and

WHEREAS, Property Owner wishes to enter into said agreement to meet a portion of City's parking requirement and to benefit the subject property; and

WHEREAS, City is willing to enter into said agreement on the terms and conditions set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. PREMISES. City agrees to provide to Property Owner **fourteen (14)** nonreserved parking spaces in the CPID parking facilities for the non-exclusive use of Property Owner, and their assignees; provided, however, that Property Owner shall not be entitled to any particular parking facility or parking space; and further provided, that it is specifically understood that other properties and businesses within the District have rights to parking spaces that may pre-empt their availability to Property Owner at any particular time.

2. ASSIGNMENT AND MARKING OF SPACES. It is understood and agreed that no spaces will be particularly assigned or marked for Property Owner.

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3. USE FOR EMPLOYEES AND CUSTOMERS. Property Owner shall have the right to use said parking spaces for employee and customer parking of the business(es) on parcel **034-196-030** only and no other use shall be made of any parking space within any of the District facilities.

4. PARKING STICKERS. Property Owner, employees, tenants and customers shall not be entitled to parking stickers although each may separately lease Parking Stickers for use in City Parking Garages.

5. OPERATION AND MAINTENANCE. City shall be solely authorized to operate and maintain the parking facilities of City located within the District.

6. MONTHLY CHARGE. Effective upon the commencement of occupancy of the business premises of Property Owner, unless written proof is submitted to and accepted by City that a later date shall apply, the monthly charge shall be **\$1,148.00** based upon the use of **fourteen (14)** spaces at \$82.00 per space. Said payments shall be due and payable on the first of each month and if not paid within 30 days shall carry interest at the maximum amount allowable by law, retroactive to the due date. If the commencement date occurs other than on the first day of the month, the amount due shall be prorated.

7. TERM. This agreement shall be effective for one year from the date of execution and shall be extended thereafter on a month-to-month basis until terminated.

8. TERMINATION. This agreement may be terminated by Property Owner by: (a) providing the required parking spaces that are the subject of this agreement either on-site or off-site in accordance with the Municipal Code, or (b) ceasing to do business at the subject location and giving City written notice thereof. The obligations of City shall terminate upon a breach of this agreement, upon the destruction of the agreement premises, or upon the expiration of the term designated above.

9. CHANGE OF USE. The parking requirement set forth herein is based upon the present use(s) of the property described in Building Permit **bd2006-227260** that was authorized by Property Owner. In the event that a change in the use(s) occurs this agreement may be modified to reflect any modified obligations with respect to monthly charges and number of spaces but said change of use shall not in itself require a change in other terms of this agreement.

10. ADJUSTMENT OF AGREEMENT RATE AND NUMBER OF SPACES. The agreement rate shall be adjusted on January 1st of each year by the same percentage as the construction costs index increase or decrease reported in the "Engineering News Record Building Index" as shown in the December issue before January 1st. However, no increase or decrease in the rate shall exceed 7% of the rate for the previous period. If at any time said publication is no longer published, the parties to this agreement shall meet to attempt to reach agreement on an equivalent index to use in setting the rate.

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If at any time the number of spaces required under the City Zoning Code for the subject use(s) is either increased or decreased and is made applicable to the subject property, this agreement shall be amended to reflect such increase or decrease and the amount due monthly shall also accordingly be modified.

11. **POSSESSORY INTEREST.** Property Owner understands that this agreement may create a possessory interest subject to tax and that Property Owner shall be required to pay said tax.

12. **UNPAID CHARGES A LIEN.** City may in its discretion and without forfeiture of any other legal remedies establish a lien on the subject real property for all unpaid charges. Said lien shall be added to the annual assessment levied against the subject property for Central Parking and Improvement District purposes and shall be collected with said annual assessment. Amount owing shall carry interest at the maximum rate allowable under law from the date due and said interest shall be added as a part of the lien amount. The provisions of Chapter 19.04 of the San Mateo Municipal Code as may be amended from time to time shall be applicable.

13. **OTHER REMEDIES.** City may select any remedies under law in the event of the breach of this agreement, including, but not limited to, suit for unpaid charges, injunction, or otherwise. The prevailing party shall be entitled to attorneys fees and costs.

14. **NOTICE.** All notices herein shall be in writing and delivered in person or by first class mail as follows:

To City:

City of San Mateo
ATTN: Community Development Director
330 West 20th Avenue
San Mateo, CA 94403

To Property Owner:

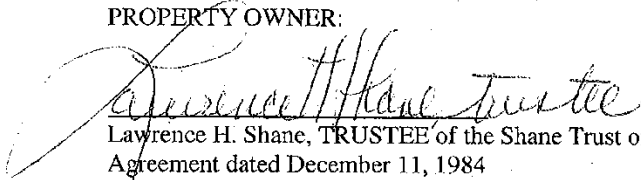
The Housing Guild
ATTN: Larry Shane of Shane Trust
PO Box 610113
Redwood City, CA 94061

15. **ASSIGNMENT.** Neither this agreement nor the rights hereunder may be assigned or otherwise transferred on a permanent or temporary basis for use on behalf of any real property or business other than that specified herein. The terms of this agreement shall be binding on the successors in interest to Property Owner.

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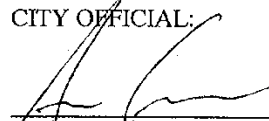
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties
above named to be effective as of **April 3, 2007**.

PROPERTY OWNER:

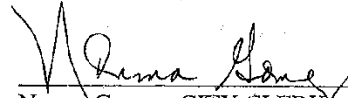


Lawrence H. Shane, TRUSTEE of the Shane Trust of December, 1984 under Trust
Agreement dated December 11, 1984

CITY OFFICIAL:



Arne Croce, CITY MANAGER



Norma Gomez, CITY CLERK

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"EXHIBIT A"

ALL THAT REAL PROPERTY IN QUESTION SITUATED IN THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS AND SHOWN IN THE ATTACHED MAP:

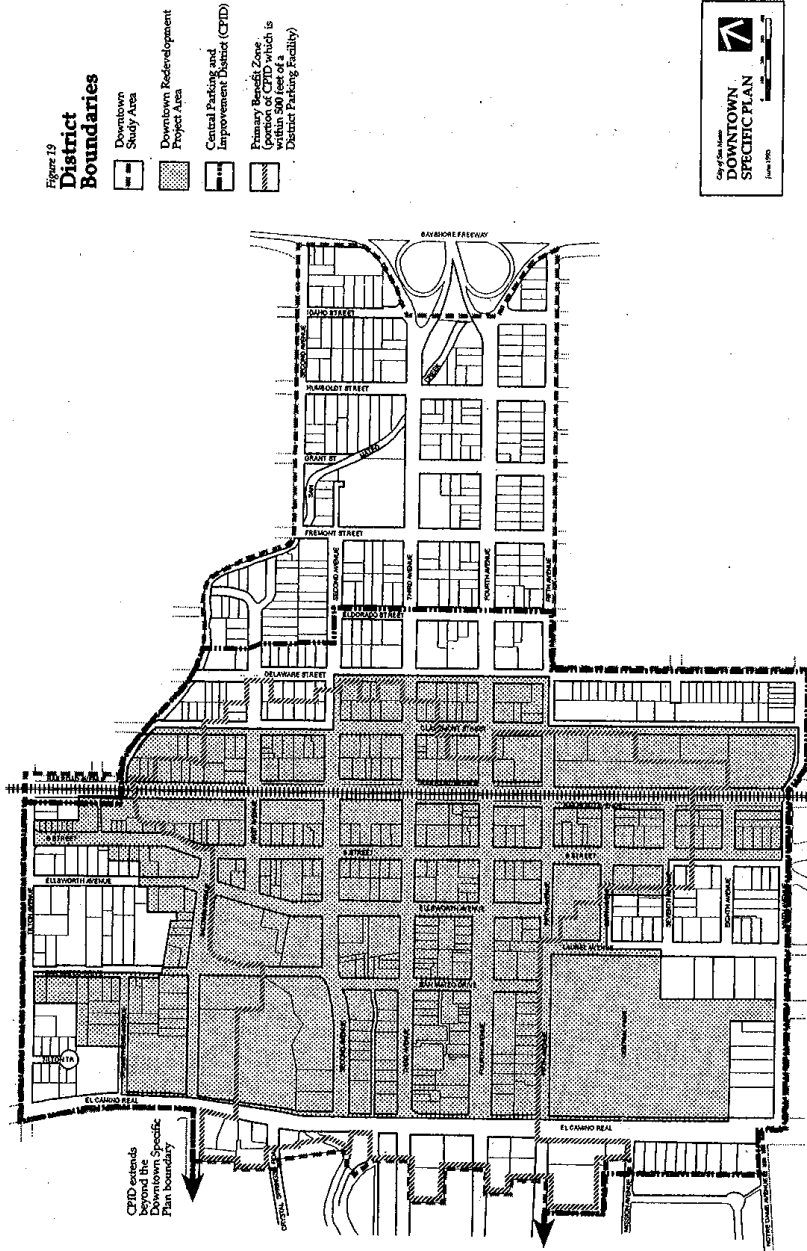
LOTS 3 AND 4 IN BLOCK 3 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF HAYWARD ADDITION TO THE CITY OF SAN MATEO, COUNTY OF SAN MATEO, CALIFORNIA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY ON NOVEMBER 2, 1904 IN BOOK "D" OF ORIGINAL MAPS AT PAGE 61 AND COPIED INTO BOOK 3 OF MAPS AT PAGE 43.

Location: 710 South B Street (APN 034-196-030)

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"EXHIBIT B"

CIRCULATION AND PARKING PLAN (FIGURE 19) OF THE CITY OF SAN MATEO DOWNTOWN SPECIFIC PLAN DATED JUNE 1993;



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN MATEO

SS.

On APRIL 5, 2007, before me, LOIS KNOWLES, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LAURENCE SHANE
Name(s) of Signer(s)

☐ personally known to me



☒ 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGREEMENT FOR PARKING SPACES

Document Date: APRIL 3, 2007 Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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