

ORDINANCE NO. _____

**ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF
AMENDMENT TO NINTH AMENDMENT TO AND RESTATEMENT OF
DEVELOPMENT AGREEMENT (TENTH AMENDMENT) WITH REDWOOD
SHORES PROPERTIES [GID 1-64]**

WHEREAS, Redwood Shores, Inc., a California corporation (“Redwood Shores”), the City of Redwood City (“City”), and the Redwood City General Improvement District No. 1-64 (“District”) entered into that certain Development Agreement GID 1-64, dated June 16, 1982 (“Development Agreement”), which was recorded on July 8, 1982, as Document No. 82057 in the Official Records of San Mateo County, California; and

WHEREAS, the Development Agreement was amended by that certain Amendment to Development Agreement GID 1-64 between the City, the District and Redwood Shores, dated May 22, 1984, recorded September 17, 1984, as Document No. 84101669 in the Official Records of San Mateo County, California (the “First Amendment”), and was further amended by that certain Second Amendment to Development Agreement between the City, the District, and Redwood Shores Properties (“RSP”), dated June 19, 1990, and recorded June 19, 1990, as Document No. 90082412 in the Official Records of San Mateo County, California (the “Second Amendment”), and was further amended by that certain Third Amendment to Development Agreement between the City, the District, and RSP, dated September 3, 1997, and recorded on September 25, 1997, as Document No. 97-122586 in the Official Records of San Mateo County, California (the “Third Amendment”), and was further amended by that certain Fourth Amendment to Development Agreement between the City, the District and RSP, dated June 20, 2002, and recorded on July 2, 2002, as Document No. 2002-128414 in the Official Records of San Mateo County, California (the “Fourth Amendment”), and was further amended by that Fifth Amendment to Development Agreement between the City, the District and RSP, dated August 5, 2002, and recorded on September 3, 2002 as Document No. 2000-172716 in the Official

Records of San Mateo, California (the "Fifth Amendment"), and was further amended by that Sixth Amendment to Development Agreement between the City, the District and RSP, dated October 29, 2002, and recorded on November 4, 2002 as document No. 2002-226265 in the Official Records of San Mateo County, California (the "Sixth Amendment"), and was further amended by that Seventh Amendment to Development Agreement between the City, the District and RSP, dated July 9, 2003, and recorded on July 9, 2003 as document No. 2003-188788 in the Official Records of San Mateo County, California (the "Seventh Amendment"), and was further amended by that Eighth Amendment to Development Agreement between the City, the District and RSP, dated August 13, 2003, and recorded on September 5, 2003 as Document No. 2003-253159 in the Official Records of San Mateo County, California (the "Eighth Amendment"), and was further amended by that Ninth Amendment to and Restatement of Development Agreement between the City, The District and Keech Properties, LLC., dated October 2, 2006, and recorded on October 5, 2006 as Document No. 2006-150659 in the Official Records of San Mateo County, California (the "Ninth Amendment"). The Development Agreement and all amendments are hereinafter collectively referred to as the "Agreement;" and

WHEREAS, pursuant to the Third Amendment, the City gave its consent to the assignment to RSP of Redwood Shores' rights in the Agreement; and

WHEREAS, the term of the Agreement commenced on the effective date of the ordinance approving it (which was June 23, 1982, and continued for a period of fifteen (15) years to June 23, 1997, and further continued by the Third Amendment for a period of five (5) years to June 23, 2002; and further continued by the Fourth Amendment for a period of sixty (60) days to August 23, 2002; and was further continued by the Fifth Amendment for a period of sixty (60) days to October 22, 2002, and was further continued by the Sixth Amendment for a period of two hundred forty (240) days to June 23, 2003, and was further continued by the

Seventh Amendment for a period of ninety-nine days to September 30, 2003 (“Termination Date”); and

WHEREAS, on or about March 14, 2006, Redwood Shores Properties signed the Assignment and Assumption Agreement for Development Agreement GID 1-64 with Redwood Shores Properties, LLC, and sold all of Area H to a third party purchaser, Max Keech (Keech Properties, LLC); and

WHEREAS, the City, District, and Keech Properties, LLC executed the Ninth Amendment to extend the term of the Agreement to provide for the orderly completion of the Redwood Shores Project to September 30, 2009; and

WHEREAS, the City, the District and Keech desire to modify the Agreement in order to (i) specify the scope of facilities and improvements that need to be constructed in connection with the development of Area “H”, (ii) specify the extent to which the Fund will be used to reimburse Keech for the construction of such facilities and improvements, and (iii) effectively segregate the rights and obligations of the parties under the Agreement as they relate to Area “H” from all other rights and obligations under the Agreement; and

WHEREAS, the proposed amendments to the Agreement do not change, alter, or in any way affect the general plan land use designation and zoning of the real property known and referred to as Area “H”, and as such, there is no need for these amendments to be presented to the Planning Commission for a determination regarding general plan conformance as required by California Government Code 65867; and

WHEREAS, pursuant to Government Code sections 65864-65869.5, as the same now exists or hereinafter is amended, a public hearing was held on the proposed Amendment to Ninth Amendment to and Restatement of Development Agreement.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF REDWOOD CITY DOES
ORDAIN AS FOLLOWS:**

Section 1. The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2. The Council hereby finds, declares, and concludes as follows:

- a. This Council held a duly noticed public hearing on the proposed Amendment to Ninth Amendment to and Restatement of Development Agreement (the "Tenth Amendment") on July 28, 2008, at which hearing all persons interested in the matter were heard or afforded an opportunity to be heard thereon.
- b. This Council also acting on behalf of the General Improvement District No. 1-64, has reviewed and considered all relevant information, including the testimony, both oral and documentary, made and submitted at the public hearing on the proposed Tenth Amendment, and all other matters deemed material and relevant to the proposed Tenth Amendment.

Section 3. In consideration of the foregoing findings, this Council hereby concludes and declares that the Tenth Amendment by and between the City of Redwood City, Keech Properties, LLC., and Redwood City General Improvement District No. 1-64 is for the purpose, inter alia, of (i) specifying the scope of facilities and improvements that need to be constructed in connection with the development of Area "H", (ii) specifying the extent to which the Fund will be used to reimburse Keech for the construction of such facilities and improvements, and (iii) effectively segregating the rights and obligations of the parties under the Agreement as they relate to Area "H" from all other rights and obligations under the Agreement, and remains consistent with the General Plan of the City of Redwood City and should be approved.

Section 4. The Tenth Amendment, which amends the Agreement, a copy of which is on file in the Office of the City Clerk, and incorporated herein by this reference as though fully set forth herein, is hereby approved, and the City Manager is hereby authorized to execute the Amendment for and on behalf of the City of Redwood City, and the Mayor of the City of

Redwood City, acting as President of the Redwood City General Improvement District No. 1-64, is authorized to execute the Tenth Amendment on behalf of the Redwood City General Improvement District No. 1-64.

Section 5. All other provisions of the Agreement which are not in conflict with the provisions of the Tenth Amendment will remain in full force and effect. In case of a conflict in the terms of the Agreement and the Tenth Amendment, the provisions of the Tenth Amendment shall control.

Section 6. The City Clerk shall cause a copy of this Ordinance and the Tenth Amendment to be recorded in the Office of the San Mateo County Recorder within ten (10) days after its execution, provided, however, that this Ordinance shall be effective thirty (30) days from the date of its adoption and retroactive to the date of introduction hereof.

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