

**PARKING AGREEMENT  
BETWEEN THE CITY OF SANTA ROSA AND  
10 E STREET, LLC FOR THE USE OF PARKING LOT 6**

This Parking Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ ("Effective Date"), by and between the CITY OF SANTA ROSA, a municipal corporation of the State of California ("City"), and 10 E STREET, LLC, a California limited liability company ("Developer"). City and Developer are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the Developer has plans to build a multi-family housing project consisting of 45-80 units to be located in Santa Rosa, California at 10 E Street (the "Project"); and

WHEREAS, construction activity associated with the Project is tentatively scheduled to occur approximately between September 2023 and December 2025; and

WHEREAS, the City is interested in encouraging more residential development in downtown Santa Rosa; and

WHEREAS, Developer wishes to secure access to Parking Permits to provide to Project residential tenants to be Permit Holders and gain access to proximate parking; and

WHEREAS, City and Developer now desire to enter into this Agreement to set forth the terms and conditions pursuant to which City will issue Parking Permits to Developer for use by Project residential tenants to park in Parking Lot 6, located at 0 1<sup>st</sup> St, APN 009-063-033 and a portion of City right of way between 0 1<sup>st</sup> Street and E Street, Santa Rosa, California as depicted on Exhibit A attached hereto ("Lot 6") for up to fifty (50) years; and

WHEREAS, Developer is aware that Lot 6 is part of the City's Parking District, which was created to ensure adequate parking for commercial purposes downtown.

NOW THEREFORE, in consideration of the mutual conditions and covenants set forth in this Agreement and for valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**SECTION 1. DEFINITIONS**

For the purposes of this Agreement, the definitions in this Section 1 in addition to those set forth elsewhere in this Agreement (including Recitals) shall govern the application and interpretation of this Agreement.

- (A) "*Extension Term(s)*" has the meaning set forth in Section 2(C) of this Agreement.
- (B) "*Lot 6*" means the municipal off-street parking lot owned by City and situated in Santa Rosa, California.
- (C) "*Force Majeure Event*" means any matter or condition beyond the reasonable control of a Party, including war, public emergency or calamity, fire, earthquake, extraordinary inclement weather, Acts of God, strikes, labor disturbances or actions, civil disturbances or riots, litigation brought

by third parties against either the City or Developer or both, or any governmental order or law which causes an interruption in the operation of Lot 6.

- (D) *“Initial Term”* has the meaning set forth in Section 2(B) of this Agreement.
- (E) *“Monthly Rate”* means the then-applicable rate for a Parking Permit set forth in the City Schedule of Parking User Fees for Lot 6 as established by the Santa Rosa City Council, as the same may be adjusted or otherwise amended from time to time.
- (F) *“Parking Permit”* means a non-reserved license to park in the form of a credential, electronic access or other form of access or permit issued by the City to the Developer to allow for the Permit Holders to access and park in Lot 6 pursuant to this Agreement.
- (G) *“Payment Amount”* has the meaning set forth in section 4(B) of this Agreement.
- (H) *“Permit Holders”* means all residential tenants authorized by Developer to hold one or more valid Parking Permits to park in Lot 6.
- (I) *“Phase I Development Holding Period”* means the period that commences on the Effective Date through December 31, 2025 or upon Developer’s receipt of its Certificate of Occupancy, whichever occurs first.
- (J) *“Phase II Occupancy Period”* means the period commencing immediately following the conclusion of the Phase I Development Holding Period and continuing through the remaining Initial Term of this Agreement where the Initial Term and Agreement have not expired for failure to obtain a Certificate of Occupancy as provided for in Section 2(B).

## SECTION 2. TERM

- (A) This Agreement shall commence on the Effective Date and be broken into two (2) phases and three (3) potential Extension Term(s). **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO CASE SHALL THE TOTAL TERM OF THIS AGREEMENT EXTEND BEYOND FIFTY (50) YEARS FROM THE EFFECTIVE DATE.**
- (B) Initial Term. The Initial Term of this Agreement includes the Phase I Development Holding Period and the Phase II Occupancy Period. The Phase II Occupancy Period and the Initial Term expire fifteen (15) years after the commencement of the Phase II Occupancy Period.
  - (i) Developer shall notify the City’s Finance Department within five (5) business days upon receipt of the Project’s Certificate of Occupancy, at which point the parties agree to execute the Confirmation of Phase II Occupancy Period, substantially in the form of Exhibit B.
  - (ii) Notwithstanding the foregoing, if Developer has not secured a Certificate of Occupancy prior to expiration of the Phase I Development Holding Period, the Initial Term and Agreement automatically expires.

(C) Options to Extend.

- (i) Following the Initial Term, Developer has three (3) 10-year options to extend the Term (each, an “Extension Term”).
- (ii) To exercise its option for an Extension Term, Developer must provide City written notice pursuant to Section 13 herein no later than ninety (90) days prior to the expiration of the Initial Term or the respective Extension Term.

**SECTION 3. USE OF LOT 6**

(A) Parking Use.

- (i) Any Parking Permit(s) issued by City to Developer under this Agreement are a non-exclusive license to park only, and shall be used solely by Developer for the parking of motor vehicles allowed in City lots by Permit Holders in Lot 6 during the Term of this Agreement and under the terms and conditions herein.
- (ii) Permit Holders may park in any parking spaces within Lot 6, except such spaces as the City may designate for other uses in Lot 6 from time to time. Nothing in this Agreement will limit the City’s authority to designate or reserve parking spaces for other purposes in Lot 6 for any reason.

(B) No Warranty. City is providing the parking spaces in Lot 6 to Developer and Permit Holders in an “As Is” physical condition. City disclaims all warranties, express and implied. City makes no warranty or representations of any kind concerning the condition of Lot 6, including whether any repairs, upgrades, or improvements may be required during the Term that may impact this Agreement.

(C) Issuance of Parking Permits. City will provide the Developer with Parking Permits in amounts requested by Developer from time to time, pursuant to the terms and conditions as set forth below:

- (i) Phase I Development Holding Period. Developer will not request, and the City will not issue any Parking Permits under this Agreement during the Phase I Development Holding Period.
- (ii) Phase II Occupancy Period. During the first two (2) years of the Phase II Occupancy Period, the Developer agrees to request its number of Parking Permits from the City by the first (1<sup>st</sup>) of each month for the upcoming month. Following the first two (2) years of the Phase II Occupancy Period, Developer agrees to request Parking Permits from City no later than November 1<sup>st</sup> of each year specifying the number of Permits for the upcoming year. City will guarantee up to twenty-five (25) Parking Permits if requested by Developer in accordance with the schedule outlined above. Developer may over time request that additional permits over the minimum guaranteed total of twenty-five (25) Parking Permits be issued, and such request may be considered at the sole discretion of City.

(iii) Extension Term(s).

- (a) During any year of an Extension Term, and based on mutual consent of the Parties, the number of Parking Permits may be adjusted to an amount no less than 25 Parking Permits, based on demonstrated need and occupancy data supporting the request; provided that such adjustment is consistent with applicable local and state law (including City municipal code sections related to parking and the parking district) in effect at that time.

(D) Repairs, Maintenance and Improvements to Lot 6.

(i) Planned Repairs, Maintenance and Improvements.

- (a) City has the right, at its sole discretion, at any time to make any repairs, upgrades, and/or improvements to Lot 6 during the Term of this Agreement.
- (b) City agrees to provide reasonable notice to Developer and Permit Holders concerning any planned repairs, upgrades or improvements to Lot 6, including notice concerning the anticipated repairs, upgrade, or improvements to be completed at Lot 6 and the anticipated length of the work.

(ii) Emergency Response and Repairs. City has the right, at its sole discretion and without notice to make any emergency repairs, emergency upgrades, and/or emergency improvements to Lot 6 or to take necessary steps at Lot 6 to respond to public health or other emergencies (e.g. public safety power shutoffs) or a Force Majeure Event at any time during the Term of this Agreement without any prior notice to Developer and Permit Holders.

(iii) City will make good faith efforts to offer Developer alternative parking options during any disruptions or closures under this section. Where the City does not make alternative parking options available to Developer, the Monthly Rate charged to Developer will be prorated for any closures to Lot 6 under this section, subtracting any fees or charges owed to City.

(E) Redevelopment/Reconstruction of Lot 6.

- (i) City has the right, at its sole discretion, to redevelop, reconstruct, demolish or otherwise improve Lot 6 in any manner and at any time during the Term of this Agreement, without limitation.
- (ii) If the City determines, in its sole discretion, to redevelop, reconstruct or otherwise improve Lot 6 which would prohibit or limit use of Lot 6 by Developer or Permit Holders, City will provide six (6) months written notice to Developer and reasonable advance notice to Permit Holders describing:
  - (a) the anticipated redevelopment, reconstruction or improvements to be completed at the Lot 6 site;
  - (b) the anticipated length of the work; and
  - (c) whether the redevelopment and/or reconstruction of Lot 6 will require temporary or permanent relocation of Permit Holders.
- (iii) City will make good faith efforts to offer Developer alternative parking options during any disruptions or closures under this section. Where the City does not make alternative parking options available to Developer, the Monthly Rate charged to Developer will be prorated for any temporary or permanent closures to Lot 6 under this section, subtracting any fees or charges owed to City.

**SECTION 4. MONTHLY RATE & PAYMENT AMOUNT**

(A) Monthly Rate. The Monthly Rate applies during the Initial Term (inclusive of the Phase I Development Holding Period and the Phase II Occupancy Period) and any Extension Term(s).

(B) Payment Amount.

- (i) Phase I Development Holding Period. The City and Developer agree that a Monthly Rate applicable during the Phase I Development Holding Period is of zero dollars (\$0) because the City will issue zero Parking Permits to Developer during the Phase I Development Holding Period.
- (ii) Phase II Occupancy Period; Extension Terms. During the Phase II Occupancy Period, and each of the three (3) Extension Terms (if exercised), the Payment Amount owed by Developer to City is the Monthly Rate multiplied by the number of Parking Permits to be issued for the month, plus any additional administrative or other fees generally applicable to City parking lots (e.g. lost card charges) as set forth in the City's Schedule of Parking User Fees or otherwise established by Council, as the same may be amended from time to time.
- (iii) For the avoidance of doubt, the Payment Amount will be calculated based on the date the Phase II Occupancy Period begins, regardless of when Developer provides notice to City as required by Section 2(B)(i) of this Agreement.

(C) Late Charges

- (i) Developer recognizes that late payment of all monies due under this Agreement will result in administrative and other additional expenses to City, the extent of which additional expense is extremely difficult and economically impractical to ascertain.
- (ii) Developer therefore agrees that if payment due hereunder from Developer to City remains unpaid fifteen (15) days after payment is due, Developer shall pay to City a one-time late charge equal to five percent (5%) of the delinquent amount owed to City.
- (iii) Developer agrees that such amount is a reasonable estimate of the loss and expense to be suffered by City as a result of such late payment by Developer and may be charged by City to defray such loss and expense.
- (iv) The provisions of this Section in no way relieve Developer of the obligation to pay City any amount on or before the date on which they are due, nor do the terms of this Section in any way affect City's remedies under this Agreement in the event any amount is unpaid after the due date.

(D) Invoicing and Payment.

(i) Invoicing.

- (a) City agrees to issue an initial invoice to Developer at the commencement of the Phase II Occupancy Period.
- (b) During the Phase II Occupancy Period and any Extension Term(s), City agrees to send an annual written notice and invoice to Developer by November 15<sup>th</sup> of each year setting forth the estimated monthly Payment Amount based on the then current number of Parking Permits issued by the City to the Developer. Any additional administrative or other charges applicable to all City parking lots that the City anticipates may be due will also be identified on such notice and invoice. The City's annual notice and invoice is an estimate and will not relieve Developer of its obligation to pay the full Payment Amount based on its actual number of Parking Permits each month.

(ii) Payment Process.

- (a) Developer agrees to pay City in advance on a monthly basis. Developer's first payment must be made within five (5) business days of the date of the City's initial invoice to Developer, and it will be prorated based on the days of the month the Parking Permits are issued. All subsequent Payment Amounts are due on the twenty-third (23rd) of each month for the upcoming month.
- (b) Payments from Developer shall be made by wire transfer to a designated City bank account or in the form of a check, cashier's check, or other immediately available fund sent to the City at the address set forth in section 13 of this Agreement.

## **SECTION 5. TERMINATION**

- (A) Mutual Consent. The Parties may terminate this Agreement at any time by mutual written consent. Unless the Parties agree otherwise, the termination shall become effective sixty (60) days after the date of the written agreement to mutually terminate.
- (B) Force Majeure. In the event that Lot 6 is damaged by a Force Majeure Event and the City determines in its sole and reasonable discretion that Lot 6 is inaccessible, unsafe or otherwise unusable (whether in whole or in part), the City may terminate this Agreement by giving Developer fourteen (14) days written notice thereof. In the event of termination by City under this section, Developer shall be refunded all Payment Amounts paid in advance, subtracting any fees or charges owed to City, for each day that Lot 6 was inaccessible or unusable before the date of termination.
- (C) Taking by Eminent Domain. If the real property where Lot 6 is located is partially or wholly taken by eminent domain or is the subject of a pending taking which has not been consummated, City shall notify Developer in writing of the event. In this event, this Agreement shall be terminated not sooner than forty-five (45) days prior to consummation of the taking. On termination of this Agreement under this section, neither party shall have any rights or responsibilities to the other as of the date of termination, except for those obligations that incurred prior to the date of termination or survive termination.
- (D) For Cause. In the event that either of the Parties fails to perform any terms, conditions, or obligations or otherwise defaults under this Agreement and that failure to perform or default is not cured within thirty (30) days of written notice, in addition to all other remedies provided by law, either Party may terminate this Agreement for cause upon written notice of not less than thirty (30) days.

## **SECTION 6. PARKING RULES AND REGULATIONS**

Developer agrees to comply, and shall cause all Permit Holders to agree in writing to comply, with any and all rules and regulations established by City for use of Lot 6, including, without limitation the Parking Permit terms and conditions (“Rules”) that are applicable to Lot 6 and City parking facilities in general. Developer is aware and will make its Permit Holders aware that the City may modify or amend such Rules from time to time and neither Developer, nor its Permit Holders shall have any right to approve or consent to any change in the Rules.

## **SECTION 7. INDEMNITY AND HOLD HARMLESS**

Developer agrees to indemnify, hold harmless, and defend City, its officers, employees and agents from and against any and all claims, demands, suits, liabilities, losses, damages and payments, including reasonable attorney fees and court costs, claimed or made against City, its officers, employees or agents to the extent arising from: (A) Developer’s access to or use of Lot 6 by Developer’s officials, employees or agents; or (B) any breach or violation by Developer under this Agreement. This indemnity provision shall survive the expiration or sooner termination of this Agreement.

**SECTION 8. INSURANCE**

Developer agrees to obtain and maintain in full force and effect during the term of this Agreement, the insurance requirements in Attachment One to this Agreement. Developer’s compliance with this section does not limit Developer’s obligations under Section 7 of this Agreement.

**SECTION 9. WAIVER**

City's failure, or Developer’s failure, to enforce any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such terms, covenants or conditions, or any subsequent breach of same, or any other term, covenant or condition contained herein.

**SECTION 10. ASSIGNMENT OR TRANSFER**

This Agreement, including any rights and/or obligations hereunder, may not be assigned or transferred in whole or in part by Developer without the prior written consent of City, which shall not be unreasonably withheld. Any attempted assignment or other transfer of this Agreement by Developer in violation of this section shall be void.

**SECTION 11. GOVERNING LAW**

The law governing this Agreement shall be that of the State of California.

**SECTION 12. COMPLIANCE WITH LAW**

Developer agrees to comply with all applicable local, state and federal laws, regulations, and ordinances.

**SECTION 13. NOTICES**

Any notice which is required to be given hereunder, or which either the City or Developer may desire to give to the other, shall be in writing and may be personally delivered or mailed by registered or certified United States mail, postage prepaid, to the following addresses:

To CITY: City of Santa Rosa - Finance Department  
90 Santa Rosa Avenue  
Santa Rosa, CA 95404  
ATTN: Parking Division Manager

To DEVELOPER: Hugh Futrell Corporation  
520 Third Street  
Santa Rosa, CA 95401  
ATTN: Hugh Futrell

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the U.S. mail.



#### **SECTION 14. NONDISCRIMINATION**

Neither City nor Developer shall discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

#### **SECTION 15. CAPTIONS**

The article and paragraph captions contained in this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

#### **SECTION 16. TIME OF ESSENCE**

Time is of the essence with respect to the performance of each and every provision of this Agreement.

#### **SECTION 17. SEVERABILITY**

If one or more of the provisions contained herein is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

#### **SECTION 18. VENUE**

In the event that suit shall be brought by either Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Sonoma or if federal jurisdiction is appropriate, exclusively in a United States District Court for the Northern District of California, San Francisco, California.

#### **SECTION 19. ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement contains all the agreements of the Parties hereto with respect to any matter covered or mentioned in this Agreement, and no other agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added, except by an agreement in writing signed by the Parties.

#### **SECTION 20. FORCE MAJEURE**

Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the Party affected by the Force Majeure Event shall be excused or performance under this Agreement shall be suspended to the extent commensurate with the Force Majeure Event; provided that the Party availing itself of this Section shall notify the other Party within ten (10) days of the affected Party's knowledge of the commencement of the Force Majeure Event; and provided further that the time of suspension or excuse shall not extend beyond that reasonably necessitated by the Force Majeure Event.

#### **SECTION 21. AUTHORITY**

The Parties represent and warrant that they have the power and authority to enter into this Agreement, and that the appropriate governing body and/or officers have approved such power and authority to enter into this Agreement and bind the Parties, that this Agreement shall be executed, delivered and performed pursuant to the power and authority conferred by the appropriate governing body, and that the individual(s) executing this Agreement is duly authorized to do so.

**SECTION 22. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Developer wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to this Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.

WITNESS THE EXECUTION HEREOF on the Effective Date:

**DEVELOPER:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: 10 E STREET, LLC

TYPE OF BUSINESS ENTITY

By: \_\_\_\_\_

\_\_\_\_ Limited Liability Company

Print Name: Natalie Rogers

*Signature of Authorized Person:*

Title: Mayor

By: *Hugh Futrell*  
Hugh Futrell (Dec 21, 2022 16:54 PST)

APPROVED AS TO FORM:

Print Name: Hugh Futrell

*Jessica Mullan*  
Jessica Mullan (Dec 22, 2022 06:03 PST)

Office of the City Attorney

Title: Manager

ATTEST:

City of Santa Rosa Business Tax Cert. No.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
\_\_\_\_\_

**Attachments:**

Attachment One - Insurance Requirements

Exhibit A – Depiction of Lot 6

Exhibit B – Form of Confirmation of Phase II Occupancy Period under the Parking Agreement Between the City of Santa Rosa and 10 E STREET, LLC for the Use of Lot 6

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS FOR LEASE AGREEMENTS**

**A. Insurance Policies:** Tenant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

| <b>Insurance</b>                                  | <b>Minimum Coverage Limits</b>                         | <b>Additional Coverage Requirements</b>   |
|---|--|---|
| 1. Commercial general liability                   | \$ 2 million per occurrence<br>\$ 2 million aggregate* | Coverage must be at least as broad as ISO CG 00 01 and must include property damage, bodily injury and personal injury coverage.<br>*The general aggregate shall apply separately to this project location or it shall be twice the occurrence limit.<br><b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage.</b> |
| 2. Business auto coverage                         | \$ 1 million   | (For lessees using and/or commercially parking autos on premises) ISO Form Number CA 00 01 covering any auto (Code 1), or if Lessee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.  |
| 3. Workers' compensation and employer's liability | \$ 1 million   | (For Lessees with employees only) As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Tenant, its employees, agents and subcontractors.  |
| 4. Property Insurance                             | Full replacement cost of tenant improvements           | Against all risks of loss to any tenant improvements or betterments with no coinsurance penalty provision.  |

**B. Endorsements:**

1. Liability, umbrella and excess policies shall provide or be endorsed to provide the following: **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of that part of the premises leased to the lessee.

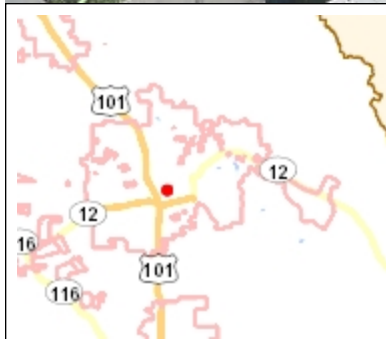
2. The Property insurance shall **name the City of Santa Rosa as Loss Payee.**

**C. Other Insurance Provisions:**

1. For any claims related to this project, **Tenant's insurance coverage shall be primary** and any insurance or self-insurance maintained by City shall be excess of the Consultant's insurance and shall not contribute with it; and,
2. No policy required by this Agreement shall prohibit Tenant from waiving any right of recovery prior to loss. Tenant hereby waives such right with regard to the indemnitees.
3. All insurance coverage amounts provided by Tenant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
4. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Tenant may be required to provide financial guarantees.
5. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
6. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

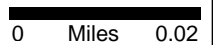
- D. Verification of Coverage and Certificates of Insurance:** Tenant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by City before tenant takes occupancy and must be in effect for the duration of the Agreement. City reserves the right to require complete copies of all required policies and endorsements.





11/9/2022

Scale 1: 1,200



**EXHIBIT B**

**FORM OF CONFIRMATION OF PHASE II OCCUPANCY PERIOD  
UNDER THE PARKING AGREEMENT  
BETWEEN THE CITY OF SANTA ROSA AND 10 E  
STREET, LLC FOR THE USE OF LOT 6**

This Confirmation of Phase II Occupancy Period is made and entered into as of \_\_\_\_\_, 20\_\_, by and between the City of Santa Rosa, a municipal corporation of the State of California (“City”), and 10 E STREET, LLC, a California limited liability company (“Developer”).

**RECITALS**

WHEREAS, City and Developer entered into an agreement dated \_\_\_\_\_ entitled “Parking Agreement Between the City of Santa Rosa and 10 E STREET, LLC for Use of Lot 6” (“Agreement”); and

WHEREAS, the parties desire to enter into this Confirmation of Phase II Occupancy Period pursuant to the Agreement to set forth the commencement and expiration dates of the Phase II Occupancy Period.

The Parties agree as follows:

The Phase II Occupancy Period, as defined in the Agreement, commenced on [insert date] and continues through [insert date], which is the fifteenth (15th) anniversary of the commencement of the Phase II Occupancy Period.

10 E STREET, LLC

By \_\_\_\_\_

Name:

Title:

City of Santa Rosa, a municipal corporation

By \_\_\_\_\_

Name:

Title:

**Signature:**

**Email:**

# PARKING AGREEMENT 10E STREET LLC- Lot 6 (FINAL\_12.19.22)

Interim Agreement Report









2022-12-22


|                 |  |
|-----------------|--|
| Created:        | 2022-12-21                                   |
| By:             | Patti Salomon (PSalomon@srcity.org)          |
| Status:         | Out for Signature                            |
| Transaction ID: | CBJCHBCAABAAFu39jpjirSSMk9JNVO8_okYzpKGt5yFq |

## Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "PARKING AGREEMENT 10E STREET LLC- Lot 6 (FINAL\_12.19.22)" History

-  Document created by Patti Salomon (PSalomon@srcity.org)  
2022-12-21 - 10:42:03 PM GMT
-  Document emailed to hf@hughfutrellcorp.com for signature  
2022-12-21 - 10:50:00 PM GMT
-  Email viewed by hf@hughfutrellcorp.com  
2022-12-21 - 10:50:02 PM GMT
-  Signer hf@hughfutrellcorp.com entered name at signing as Hugh Futrell  
2022-12-22 - 0:54:39 AM GMT
-  Document e-signed by Hugh Futrell (hf@hughfutrellcorp.com)  
Signature Date: 2022-12-22 - 0:54:41 AM GMT - Time Source: server
-  Document emailed to Jessica Mullan (JMullan@srcity.org) for signature  
2022-12-22 - 0:54:42 AM GMT
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-  Document e-signed by Jessica Mullan (JMullan@srcity.org)  
Signature Date: 2022-12-22 - 2:03:49 PM GMT - Time Source: server

 Document emailed to Patti Salomon (PSalomon@srcity.org) for delegation

2022-12-22 - 2:03:50 PM GMT

 Email viewed by Patti Salomon (PSalomon@srcity.org)

2022-12-22 - 2:04:11 PM GMT