

**PARKING AGREEMENT
BETWEEN THE CITY OF SANTA ROSA
AND
425 HUMBOLDT, LLC FOR THE USE OF
PARKING GARAGE 3**

This Parking Agreement ("Agreement") is made this _____ day of July, 2025 ("Effective Date"), by and between the CITY OF SANTA ROSA, a municipal corporation of the State of California ("City"), and 425 Humboldt, 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 299 residential units, including live/work units, and one retail space to be located in Santa Rosa, California at 425 Humboldt Street (the "Project"); and

WHEREAS, construction activity associated with the Project is tentatively scheduled to occur approximately between July 2025 and December 2027; 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 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 be used in Parking Garage 3, located at 735 5th Street in the City of Santa Rosa, California, APN 009-021-011, ("Garage 3") totaling 176 permits.

WHEREAS, Developer is aware that Garage 3 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) “*Garage 3*” 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 Garage 3.
- (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 Garage 3 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 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 Garage 3 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 Garage 3.
- (I) “*Phase I Development Holding Period*” means the period that commences on the Effective Date through December 31, 2027, 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. To account for unavoidable delays due to weather, Developer shall have the right to one five (5) month extension of the Phase I Development Holding Period to secure a Certificate of Occupancy. A Certificate of Occupancy for partial occupancy of the Project will meet this condition and this Agreement shall continue in full effect until a Certificate of Occupancy for the entire Project is secured.
- (iii) All conditions for partial Certificate of Occupancy must be met and approved by city building department to be accepted in this agreement.

(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.
- (iii) Each ten (10) year extension will be at the discretion of the city, based on current conditions in the affected facility.

SECTION 3. USE OF GARAGE 3

(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 garages by Permit Holders in Garage 3 during the Term of this Agreement and under the terms and conditions herein.
- (ii) Permit Holders may park in any parking spaces within Garage 3, except such spaces as the City may designate for other uses in Garage 3 from time to time. Nothing in this Agreement will limit the City’s authority to designate or reserve parking spaces for other purposes in Garage 3 for any reason.

(B) No Warranty. City is providing the parking spaces in Garage 3 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 Garage 3, 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 numbers requested by Developer from time to time, up to 176 permits 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 (1st) 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 1st of each year specifying the number of Permits for the upcoming year. City will guarantee up to one hundred and seventy-six (176) 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 one hundred and fifty (176) 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 176 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 Garage 3
- (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 Garage 3 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 Garage 3, including notice concerning the anticipated repairs, upgrade, or improvements to be completed at Garage 3 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 Garage 3 or to take necessary steps at Garage 3 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 Garage 3 under this section, subtracting any fees or charges owed to City.
- (E) Redevelopment/Reconstruction of Garage 3
- (i) City has the right, at its sole discretion, to redevelop, reconstruct, demolish, or otherwise improve Garage 3 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 Garage 3 which would prohibit or limit use of Garage 3 by Developer or Permit Holders, City will provide twelve (12) 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 Garage 3 site;
 - (b) the anticipated length of the work; and
 - (c) whether the redevelopment and/or reconstruction of Garage 3 will require temporary or permanent relocation of Permit Holders.
 - (d) if the redevelopment and/or reconstruction of Garage 3 will result in a permanent relocation of Permit Holders, city will

make the spaces available in Garage 1 located at 521 Seventh Street, based on the approved conditions in this agreement.

- (e) 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 Garage 3 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 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 initial Payment Amount during the Phase II Occupancy Period 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.
 - (iv) The per permit parking fee will be the same as the City Council-

approved parking permit fee per the fee schedule, and shall be adjusted accordingly to match the then-current Council-adopted fee schedule, as that schedule may from time to time be updated during the term of this Agreement, accept that, for the first 24 months from the issuance date of the first permit (as part of this agreement), the parking permit fee will be capped at a maximum of \$70 per permit.

(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 15th 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 Garage 3 are damaged by a Force Majeure Event and the City determines in its sole and reasonable discretion that Garage 3 are 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 Garage 3 was inaccessible or unusable before the date of termination.

- (C) Taking by Eminent Domain. If the real property where Garage 3 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 Garage 3 in effect at the effective date of this Agreement, including, without limitation the Parking Permit terms and conditions (“Rules”) that are applicable to Garage 3 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 Garage 3 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
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ATTN: Parking Division Manager

To DEVELOPER: 425 Humboldt, LLC
171 Main Street, Suite 606
Los Altos CA, 94022
ATTN: Harold H. Robinson IV
By email to rob@ighpartners.com

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: 425 Humboldt, LLC

TYPE OF BUSINESS ENTITY

By: _____
—

A Delaware Limited Liability Company Print Name:

Signatures of Authorized Persons:

Title:

By: _____

Print Name: Harold H. Robinson IV

APPROVED AS TO FORM:

Title: President and Managing Member
Of IGH Partners, LLC, Managing
Member of 425 Humboldt, LLC

Office of the City Attorney

By: _____ ATTEST:

Print Name: _____

City Clerk

Title: _____

City of Santa Rosa Business Tax Cert.
No.

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Attachments:

Attachment One - Insurance Requirements

Attachment Two - Current City Garage Permit Application

Attachment Three - Current Schedule of Fees for City Parking

Exhibit A - Depiction of Garage 3

Exhibit B - Form of Confirmation of Phase II Occupancy Period under the
Parking Agreement between the City of Santa Rosa and 425 Humboldt, LLC
for the Use of Garage 3.

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.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 2 million per occurrence \$ 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. *The general aggregate shall apply separately to this project location or it shall be twice the occurrence limit. 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.
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:

- 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.



PARKING GARAGE PERMIT

Permit:

This Parking Garage Permit ("Permit") is issued by the City of Santa Rosa ("City") to ("Permittee").

Terms & Conditions:

Permittee will be granted parking garage Access Card(s) to the City parking garage identified below, subject to the terms and conditions of this Permit. This Permit shall continue in force through the last day of the month for which Permittee has paid the monthly Access Card fees. Upon request by City, Permittee shall provide information necessary to verify the personal use of Access Cards by persons holding Access Cards under this Permit. Permittee is responsible for promptly updating all Access Card holder information, including name, address, telephone number, and vehicle license plate information. This may be done by email to srparking@srcity.org; fax to (707) 543-3317; or mail to Finance Department, Parking Division, 90 Santa Rosa Avenue, Santa Rosa, CA 95404. The failure to fully comply with a request for information by City may result in the immediate termination of this Permit. Access Card holders may only park on the level authorized by this Permit during posted hours, regardless of whether the holder uses an Access Card or pays cash. Permittee shall promptly inform all holders of Access Cards under this Permit of the terms and conditions of this Permit, as they may be amended from time to time by City. Prior to the issuance of any Permits, all outstanding parking tickets issued to Permittee must be paid or dismissed by the City.

Renewal:

This Permit is renewable by payment of the monthly Access Card fees on or before the 23rd day of the month in which the Permit expires. Payment may be made by automatic credit card payment, by mail, or in person at Finance Department, Parking Division. When the renewal deadline falls on a City holiday, the deadline will be the following business day. The failure to maintain continuous renewal may result in the Permit being sold to the next permit applicant on the parking garage's waiting list.

Termination:

Access Cards are the property of the City. Permittee may terminate this Permit by returning all Access Cards issued under the Permit to City. The City may terminate this Permit: 1) for convenience following 30 days written notice to Permittee, 2) on the first day of the month following non-payment of the monthly Access Card fees; or, 3) upon breach of any of the terms or conditions of this Permit by Permittee or any holder of an Access Card issued under this Permit. Upon termination by City, Permittee shall promptly return all Access Cards to the City. Permittee acknowledges that the City is not obligated to provide other parking facilities to Permittee following the termination of this Permit by City. The City is not obligated to make any refunds or prorations following the termination of this Permit by Permittee or the City.

Rates & Fees:

Current rate and fee schedules are available online at: www.srcity.org/parking; or at Finance Department, Parking Division, 90 Santa Rosa Avenue; or by calling (707) 543-3325. A replacement fee of \$15 will be charged for each lost or stolen Access Card.

Use & Display of Permit:

Access Cards are for the sole use of Access Card holders and are non-transferable. This Permit authorizes Access Card holders to park for up to three (3) days in the garage for which the Permit was issued. Parking longer than 3 days may result in a citation or a tow of the vehicle. Access Cards must be used to both enter AND exit the garage. Taking a ticket from the dispenser shall result in the charge of the posted parking fees.

The Permit is specific to a garage and level(s) within the garage. Each garage is posted with the location of the Non-Reserved Permit areas. Failure to park in the designated areas may result in the issuance of a parking citation and/or the revocation of this Permit or Access Card. All parking privileges are subject to the availability of a parking space on a first-come, first-served basis and at the Access Card holder's risk. It is unlawful for any person to park or leave standing any vehicle registered in his name or operated or controlled by him at a City off-street parking facility in excess of the posted time limit, or 72 hours if not posted (City Ordinance 11-46.060 Overtime Parking Prohibited).

Acknowledgment:

Permittee acknowledges that the City of Santa Rosa, as licensor, is not responsible for fire, theft, damage to, or loss of any vehicle or any articles left therein. Only a license is granted hereby and no bailment is created. Permit holder has read, understands, and shall comply with the terms and conditions of this Permit. Furthermore, all Access Card holders under this Permit shall comply with the directives posted in the parking garages (such as no parking, red curb areas, disabled parking, parking between the lines, small/compact car only, speed limits, directional flow, and stop signs). All other rules and regulations apply.

Modification of Terms of Permit: City may modify the terms and conditions of this Permit, in its sole discretion, upon written notice to Permittee.



Using Your New Garage Permit Access Card

Thank you for your patronage! Your Garage Permit Access Card is easy and convenient to use and the tips below will ensure you have all the information you need for easy parking.

The garage access card uses Radio Frequency Identification (RFID) and just needs to be held in front of the card reader upon entering and exiting the garage. The card readers are located at each entrance and exit of the garage, to the right of the daily parking voucher slot.

When the card is read, a tone will sound and the barrier arm will lift. Do not attempt to put the card in the slot designed for daily parking vouchers as this can cause mechanical failure and damage to your access card. **If you need assistance, please press the Call button and a Parking employee will respond quickly.**

Accounts can access their parker's information, pay invoices online, and make vehicle updates through the online portal. You can access the Garage Permit Online Web Portal by going to www.parkerbill.com/landing.

For more information, log on to www.srcity.org/parking or call us at 707-543-3325

Garage Permit Access Card Reminders

- Please note, permit parkers may not park on Levels 1-3 in the 1st St Garage OR Level 1 in the D St, 5th St, and 7th St garages.
- The access card is for the sole use of the registered holder and is non-transferable.
- The access card must be used to enter AND exit the Garage each time. Taking a ticket from the dispenser requires payment due for the posted parking fees.
- If a ticket is pulled when you have an active permit, you must still park in permit-designated areas only.
- Parking in an area not designated for permits may result in the issuance of a parking citation and/or the revocation of the Permit.
- All parking privileges are subject to the availability of a parking space on a first-come, first-served basis and at the Permit holder's risk.
- This Permit authorizes Permit holder to park for up to (3) days in the Garage for which the Permit was issued. Parking longer than (3) days may result in a citation, or the vehicle being towed.
- Permit holder must comply with the directives posted in the parking garages.

**PARKING GARAGE PERMIT****Garage:** ☐ D Street (#9) ☐ First Street (#12) ☐ Fifth Street (#3) ☐ Seventh Street (#1) ☐ Third Street (#5)**Account Type:** ☐ Business ☐ Individual**SMART Train Commuter:** ☐ Yes ☐ No**SECTION 1: ACCOUNT INFORMATION**

Company/Name: _____

Address _____

City/Zip _____

Contact _____

Phone: _____

E-mail: _____

Fax: _____

SECTION 2: ACCESS CARD HOLDER(S) INFORMATION

Full Name: _____

Access Card#: _____

Vehicle #1 – Make: _____

License Plate Number: _____

Vehicle #2 – Make: _____

License Plate Number: _____

Full Name: _____

Access Card#: _____

Vehicle #1 – Make: _____

License Plate Number: _____

Vehicle #2 – Make: _____

License Plate Number: _____

Note: Access Cards cannot be activated until a vehicle license number is given.

I HEREBY ACKNOWLEDGE RECEIPT OF THE MONTHLY ACCESS CARD(S) AND PARKING GARAGE PERMIT. I AGREE TO ALL TERMS AND CONDITIONS SET FORTH IN SAID PERMIT.

Signed: _____

Date: _____

Office Use Only

Processed By _____

Date _____

Garage _____ Acct # _____

Permit: ☐ Non-Reserved ☐ Reserved # _____TDS Check ☐ Yes ☐ No



ATTACHMENT 3
ADDENDUM #5 - SCHEDULE OF PARKING USER FEES
(effective July 1, 2022 until further revised by Council)

Category		Unit	Rate
<u>PARKING METERS</u>			
Meter Rate	Premium Zone	Hour	\$1.50
	Value Zone	Hour	\$1.00
	Motorcycle Space	Hour	\$0.50
Meter Cover	Premium Zone	Day	\$15.00
	Value Zone	Day	\$12.00
<u>PARKING PERMITS</u>			
7th Street Garage	Non-Reserved	Monthly	\$62.00
521 7th Street	Low Wage Employee Permit		\$31.00
5th Street Garage	Reserved		\$135.00
735 5th Street	Non-Reserved		\$70.00
3rd Street Garage	Reserved		\$160.00
625 3rd Street	Non-Reserved		\$120.00
D Street Garage	Reserved		\$160.00
97 D Street	Non-Reserved		\$95.00
1st Street Garage	Reserved		\$140.00
555 1st Street	Non-Reserved		\$62.00
	Low Wage/Transit Permit		\$31.00
Lot 2 - 521 5th Street	Non-Reserved		\$95.00
Lot 6 - 4 E Street	Non-Reserved		\$62.00
Lot 7 - 769 2nd Street	Non-Reserved		\$85.00
Lot 10 - 730 5th Street	Non-Reserved		\$160.00
Lot 13 - 207 3rd Street	Non-Reserved		\$50.00
Lot 14 - 206 5th Street	Non-Reserved		\$50.00
Lot D - 9 4th Street	Non-Reserved		\$85.00
Morgan Street	Non-Reserved		\$30.00
Residential Permit		Annual	\$20.00
Employee Preferential Permit		Monthly	\$25.00
Evening Employee Garage Permit		Monthly	\$10.00
Commercial Loading Zone		Jan '22 - Dec '23	\$126.00
<u>GARAGE HOURLY RATE</u>	<i>All garages free 1 a.m. to 6 a.m.</i>	<i>All garages first hour free</i>	
7th Street and 1st Street Garages		Hour	\$0.50
5th Street and D Street Garages: <i>Free Sundays 1am-midnight</i>		Hour	\$0.75
3rd Street Garage		Hour	\$1.00
<u>GARAGE DAILY RATE</u>	7th St and 1st St Garages	Day	\$6.00
	5th St and D ST Garages	Day	\$8.00
	3rd Street Garage	Day	\$10.00
<u>HOLDIAY SHOPPING PERIOD</u> <i>(Small Business Saturday through New Year's Day)</i>			
All Garages - during promotional period only		Weekends	Free
\$1 Vouchers	All Garages	40	\$40.00
\$5 Vouchers	All Garages	20	\$100.00
\$1 Discount Bundle	All Garages	100	\$85.00

EXHIBIT A

Depiction of Garage 3

[to be attached hereto]



EXHIBIT B

**FORM OF CONFIRMATION OF PHASE II
OCCUPANCY PERIOD UNDER THE PARKING
AGREEMENT
BETWEEN THE CITY OF SANTA ROSA
AND 425 HUMBOLDT, LLC FOR THE USE
OF GARAGE 3**

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 425 Humboldt, 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 425 Humboldt, LLC for Use of Garage 3” (“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 _____and continues through _____, which is the fifteenth (15th) anniversary of the commencement of the Phase II Occupancy Period.

425 Humboldt, LLC
By _____
Name: _____
Title: _____

City of Santa Rosa, a municipal corporation
By _____
Name: _____
Title: _____