

CITY VERSION AS OF 11/17/2010 – SUBJECT TO FURTHER REVISION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into this \_\_\_\_\_ day of November, 2010 (the "Effective Date"), by and between the County of San Mateo, a subdivision of the State of California ("County"), and the City of Redwood City, a charter city and a municipal corporation of the State of California ("City"), collectively referred to herein as the "Parties".

RECITALS

- A. The County desires to construct new or expand additional jail facilities ("Replacement Jail Facilities").
- B. County is in the process of considering various sites for the Replacement Jail Facilities, a number of which sites are located within City's downtown area.
- C. City has adopted a Redevelopment Plan ("Redevelopment Plan") for Redwood City Redevelopment Project Area No. 2 ("Project Area"), which includes the downtown area.
- D. City believes additional jail facilities in the downtown area would hinder City's redevelopment goal of creating a vibrant downtown area consistent with City's proposed General Plan and Downtown Precise Plan and the Redevelopment Plan and, therefore, City has offered to assist County in identifying viable alternative sites for the Replacement Jail Facilities.
- E. City has entered into four (4) Real Estate Option Agreements ("Option Agreements") with the owners of property located within the City at 20, 50, 70 and 80 Chemical Way, in the Woodhouse Industrial Park as shown on the "Map of Woodhouse Industrial Park Property," attached hereto as Exhibit A and incorporated herein ("Woodhouse Industrial Park Property"). Recorded Memorandums of the Option Agreements are attached hereto as Exhibit B and are incorporated herein.
- F. One of the public purposes being considered by County for the Woodhouse Industrial Park Property is construction of the Replacement Jail Facilities in order to accommodate both County's desire for additional jail facility needs and relocation of the existing Women's Correctional Center.
- G. Pursuant to the Option Agreements, City has the right to purchase and acquire the Woodhouse Industrial Park Property. Pursuant to the Option Agreements, City has also made option payments totaling \$8,000 and posted refundable deposits totaling \$192,000.
- H. City has commenced studies, testing, and analysis relating to the Woodhouse Industrial Park Property ("Feasibility Studies"), and in connection with undertaking the Feasibility Studies has entered into contracts with third party consultants, including Liebert and Associates, and, as of the Effective Date, incurred costs ("Feasibility Costs") in the amount of \$477,008, as set forth in Exhibit D attached hereto.

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- I. In accordance with CEQA, County has retained an environmental consultant, TRA Environmental Sciences, Inc. ("TRA"), to prepare an Initial Study for a proposed project that would locate the Replacement Jail Facilities at the Woodhouse Industrial Park Property (the "Replacement Jail Project"). Based upon the results of the Initial Study, County, with assistance from TRA, will prepare an appropriate CEQA document for the proposed Replacement Jail Project ("CEQA Document").
- J. The County Board of Supervisors ("BOS") has (i) authorized the Sheriff to take all necessary steps to bring the proposed Replacement Jail Project and CEQA Document to the BOS for consideration, and (ii) approved the Pre-Architectural Program provided by Liebert and Associates with regard to the Replacement Jail Project at the Woodhouse Industrial Park Property.
- K. City and County wish to enter into this MOU in order to set forth the understandings and responsibilities of the Parties in connection with (i) County's reimbursement of City for certain of the City's Feasibility Costs, and (ii) County's potential subsequent assumption of the Option Agreements and acquisition of the Woodhouse Industrial Park Property at County's expense.
- L. The Parties recognize that the primary purpose of this MOU is to set forth the rights and obligations of the Parties with respect to review and evaluation of the Woodhouse Industrial Park Property and that the MOU does not commit either of the Parties to acquire the Woodhouse Industrial Park Property, or County to construct the Replacement Jail Facilities on the Woodhouse Industrial Park Property. The Parties also recognize that if, following approval of the appropriate CEQA Document and completion of the analyses and feasibility studies, the Parties desire to proceed with such acquisitions and development, then subsequent agreements, permits and discretionary approvals will be needed.

**AGREEMENT**

NOW, THEREFORE, County and City, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**SECTION 1: COUNTY AGREEMENTS**

- A. Subject to the terms and conditions in this MOU, and the further action of its Board of Supervisors at its meeting of December 14, 2010, County agrees to accept the assignment of the Option Agreements as set forth in Section 2.A., below. Such further action of the County's Board of Supervisors (BOS) shall be at the sole discretion of the BOS and based on considerations that include but shall not be limited to any or all of the following: feasibility studies; investigation of the site conditions at the Woodhouse Industrial Park Property; development of preliminary drawings or plans that contain sufficient information to permit a meaningful environmental assessment of the Replacement Jail Project; environmental review of the Replacement Jail Project in compliance with the California Environmental Quality Act ("CEQA"); and economic feasibility of the Replacement Jail Project.

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- B. If County opts to assume the Option Agreements by delivering the County-executed Assignment and Assumption Agreement to City as provided in Section 1.D (i) below, then, within 10 days following County's exercise of the options to purchase the Woodhouse Industrial Park Property, County shall pay to City actual amounts expended by City on Feasibility Costs, not to exceed \$433,258. The foregoing reimbursement payment shall be retained by City regardless of whether County proceeds to develop the Replacement Jail Project. County's obligations under this Section 1.B. shall survive termination of this MOU. If the County does not exercise the options to purchase of the Woodhouse Industrial Park Property, then County will not be required to reimburse the City for any of City's Feasibility Costs.
- C. With regard to the further action of its Board of Supervisors ("BOS") at its meeting of December 14, 2010, nothing in this MOU shall require the BOS to approve any proposed CEQA Document and the BOS reserves full discretion in connection with consideration of any such proposed CEQA Document, and further reserves the discretion to assume or refuse the Option Agreements or to take any other or additional actions it may find to be necessary or appropriate.
- D. On or before 5:00 p.m. on December 20, 2010, County shall deliver to the City either (i) a fully County-executed Assignment and Assumption Agreement (as defined in Section 2.A. below), or (ii) a written notice of termination of this MOU. If County delivers the fully executed Assignment and Assumption Agreement, then County shall assume City's rights and obligations under the Option Agreements and concurrently therewith pay City \$200,000 to reimburse City for deposits and option payments made by City and deposited into escrow pursuant to the Option Agreements. If County delivers a written notice of termination, then this MOU and all rights and responsibilities of the parties hereunder shall cease and terminate.

### SECTION 2: CITY AGREEMENTS

- A. City hereby irrevocably offers to County the right to accept the assignment and assumption of all of City's rights and obligations under all four of the Option Agreements. This offer is for all four of the Option Agreements together – the County must accept all four or none. In order to accept this offer, the County must execute and deliver to the City, before 5:00 p.m. on December 20, 2010, a County-executed Assignment and Assumption Agreement for all four of the Option Agreements. This offer by the City shall expire and no longer be available for acceptance by the County as of 5:00 p.m. on December 20, 2010. The Assignment and Assumption Agreement shall be in the form attached hereto as Exhibit E and evidence the City's assignment of its rights and obligations under the Options Agreements and the County's acceptance and assumption of those rights and obligations.
- B. City agrees that it will comply with all obligations on its part under the Option Agreements to ensure that the Option Agreements remain in full force and effect until the first to occur of (i) December 27, 2010, (ii) the date that County delivers to City a notice of termination of this MOU as provided in Section 1.D. above, or

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- (iii) the date, if ever, that City and County execute and deliver the Assignment and Assumption Agreement.
- C. To the extent permitted under the Option Agreements, City agrees to provide County with copies of all studies, reports, contracts and any other documents pertaining to the Woodhouse Industrial Park Property that City receives from the owners of the Woodhouse Industrial Park Property. City makes no representations or warranties regarding the accuracy or completeness of any such documents, and County shall rely on its own independent assessment of such documents and all other matters pertaining to its decision to acquire the Woodhouse Industrial Park Property.
- D. At County's expense, City shall collaborate and cooperate with the County during the feasibility period under the Option Agreements, during the County's deliberations and considerations of the use of the Woodhouse Industrial Park Property for the site of the Replacement Jail Project, and during the planning and construction of the Replacement Jail Project should the Woodhouse Industrial Park Property be used for the Replacement Jail Project site.
- E. Provided County consummates the purchase of the Woodhouse Industrial Park Property, and subject to compliance with all applicable State and local laws, City shall expeditiously review and act on the County's application for the City to vacate all of City's interest and rights in the Chemical Way right-of-way, as required and appropriate to facilitate the proposed development of the Replacement Jail Project, at no cost to County. The City Council and Planning Commission reserve full and complete discretion with respect to any findings that must be made in connection with the proposed vacation. If the right-of-way vacation is approved by City, then at the time of such approval, the City's interest in the right-of-way shall revert to the County, as owner of the Woodhouse Industrial Park Property. City's consideration of such right-of-way vacation shall occur following the closing of County's acquisition of the Woodhouse Industrial Park Property and an application for such vacation, at a time to be determined based on the County's planning and development schedules. To the extent necessary to accommodate development of the Replacement Jail Project, City shall also cooperate with County to relocate any City public utility easements that may be located on, under or about the Woodhouse Industrial Park Property. County shall be obligated to pay or reimburse City all costs associated with such utility easement relocations. In addition, to the extent necessary to accommodate development of the Replacement Jail Project, and subject to compliance with all applicable State and local laws, City shall convey to County the two City-owned parcels generally described as the approximately 1'-wide strips of land fronting the 20 and 80 Chemical Way properties and running the entire length of Maple Street, designated as APN's 052-392-230 and 052-392-180 (collectively, the "City-Owned Strips").

### SECTION 3: TERM

This MOU shall commence on the Effective Date and shall terminate upon either (1) City's receipt of a notice of termination as provided in Section 1.D (ii) above, or (2) City's receipt of the County-executed Assignment and Assumption Agreement, as provided in Section 1.D (i) above. In the event County delivers the County-executed Assignment

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and Assumption Agreement, then City's obligations with respect to vacation of the Chemical Way right-of-way, relocation of utility easements and conveyance of the two City-Owned Strips as set forth in Section 2.E. above, and County's obligations with respect to payment of a portion of City's Feasibility Costs as set forth in Section 1.B. above, shall survive termination of this MOU.

**SECTION 4: MISCELLANEOUS**

- A. All notices required hereunder may be given by personal delivery, U.S. mail, or courier service (e.g. Federal Express). Notices shall be effective upon receipt at the following addresses:

To County:

County of San Mateo  
400 County Center  
Redwood City, CA 94063  
Tel: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

With a copy to:

County Counsel  
County of San Mateo  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Tel: (650) 363 - 4250

To City:

City Manager  
City of Redwood City  
1017 Middlefield Road  
P. O. Box 391  
Redwood City, CA 94063  
Tel: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

With a copy to:

City Attorney  
City of Redwood City  
1017 Middlefield Road  
P. O. Box 391  
Redwood City, CA 94063  
Tel: (650) 780-7200

- B. By execution of this MOU, the Parties are not committing to or agreeing to undertake any acts or activities requiring the subsequent independent exercise of discretion by the Parties or any department thereof, other than as specifically set forth and agreed under this MOU. The County retains the absolute discretion before action on the Replacement Jail Project to (1) make such modifications to the proposed Replacement Jail Project as may be necessary to mitigate significant environmental impacts or as may otherwise be necessary or appropriate, (2) select a site other than the Woodhouse Industrial Park Property as the preferred site for the Replacement Jail Facilities; (3) balance the benefits of the Replacement Jail Project against any significant environmental impacts

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prior to taking final action if such significant impacts cannot otherwise be avoided; or (4) determine not to proceed with the Replacement Jail Project or any other project.

- C. Nothing in this MOU is intended to nor does establish the Parties as partners, co-venturers or principal and agent with one another.
- D. This MOU shall be interpreted under and pursuant to the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties to this MOU shall be the Superior Court of San Mateo County.
- E. Waiver of a breach or default under this MOU shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provisions of this MOU.
- F. This MOU shall not be assigned by any Party.
- G. If any provision of this MOU or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this MOU and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.
- H. This MOU represents the full, complete and entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other communications, representations, proposals, understandings or agreements, whether written or oral, between the Parties hereto with respect to such subject matter. This MOU may not be modified or amended, in whole or in part, except by in writing signed by an authorized officer or representative of each of the Parties hereto.
- I. As used in this MOU, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This MOU shall be interpreted as though prepared jointly by all Parties.
- J. The Parties represent that the individuals whose signatures appear at the end of this document as signatories are authorized by their respective boards to enter into this MOU on behalf of and to bind their respective agencies to the terms of this MOU.
- K. This MOU may be signed in counterparts and the signature pages combined shall create a document binding on all the Parties.

This Memorandum of Understanding is made and entered into as of the Effective Date set forth above.

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**COUNTY:**

COUNTY OF SAN MATEO,  
a subdivision of the State of California

By: \_\_\_\_\_  
President, Board of Supervisors, County of San Mateo

APPROVED AS TO FORM:  
Office of the County Counsel

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

**CITY:**

CITY OF REDWOOD CITY,  
a charter city and a municipal corporation of the State of California

By: \_\_\_\_\_  
Interim City Manager

APPROVED AS TO FORM:  
Office of the City Attorney

By: \_\_\_\_\_  
Pamela Thompson  
City Attorney

EXHIBIT A

MAP OF WOODHOUSE INDUSTRIAL PARK PROPERTY

[To be inserted.]

Exhibit A

EXHIBIT B

MEMORANDUMS OF OPTION AGREEMENTS

[To be inserted.]

Exhibit B

EXHIBIT C

Intentionally Omitted

Exhibit C

EXHIBIT D

FEASIBILITY COSTS

City Contracts

West Phase I Agreement	\$19,700
SRG September 2010 Due Diligence	\$58,500
Purchase Contract Legal Cost (Thur Oct)	\$69,203
Appraisal	\$20,000
Hart Howerton (Aug – Sept)	\$7,105
West Phase II Agreement	\$70,000
SRG October – December 2010 Due Diligence	<u>\$232,500</u>
	\$477,008

## EXHIBIT E

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF OPTION AGREEMENTS** (this “**Assignment**”) is made as of \_\_\_\_\_, 2010 (the “**Effective Date**”), by and between the City of Redwood City, a charter city and a municipal corporation of the State of California (“**City**”), and the County of San Mateo, a subdivision of the State of California (“**County**”).

### RECITALS

A. City (as the “**Optionee**”) has entered into the following agreements (each, an “**Option Agreement**” and, collectively, the “**Option Agreements**”) pursuant to which City has acquired the right and option to purchase certain parcels of real property located in the City of Redwood City, California (each, a “**Property**” and, collectively, the “**Properties**”):

(i) Real Estate Option Agreement dated as of October 1, 2010, between City and Chemical Way Properties, LLC, a California limited liability company (as the “**Owner**”), for the Property located at 20 Chemical Way, a copy of which is attached to this Assignment as **Exhibit A**;

(ii) Real Estate Option Agreement dated as of October 1, 2010, between City and Las Cruces Holdings, LLC, a California limited liability company (as the “**Owner**”), for the Property located at 50 Chemical Way, a copy of which is attached to this Assignment as **Exhibit B**;

(iii) Real Estate Option Agreement dated as of October 1, 2010, between City and Kona Ventures, LLC, a California limited liability company (as the “**Owner**”), for the Property located at 70 Chemical Way, a copy of which is attached to this Assignment as **Exhibit C**; and

(iv) Real Estate Option Agreement dated as of October 1, 2010, between City and Schraeder Leask Development, Inc. (as the “**Owner**”), for the Property located at 80 Chemical Way, a copy of which is attached to this Assignment as **Exhibit D**.

B. Pursuant to a Memorandum of Understanding between City and County dated November \_\_, 2010, City has agreed to assign all of its right, title and interest in the Option Agreements to County, and County has agreed to accept such assignment and to assume all obligations of City under the Option Agreements.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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1. Definitions. Capitalized terms used but not defined in this Agreement have the meanings given to such terms in the Option Agreements.
2. Assignment. As of the Effective Date, City hereby grants, assigns, transfers, and delivers to County all of City's right, title, interest in, to and under the Option Agreements, including without limitation, all benefits and privileges thereunder.
3. Acceptance and Assumption. As of the Effective Date, County hereby accepts the grant, assignment, transfer and delivery of all of City's right, title and interest as the "Optionee" under the Option Agreements and expressly assumes all of the obligations and liabilities of Optionee under the Option Agreements and agrees to keep, observe, perform and be bound by all of the covenants and obligations that are required to be performed by the "Optionee" under the Option Agreements for the period from and after the Effective Date.
4. Indemnification.
  - a. City shall indemnify, defend, protect and hold harmless County and County's officers, officials, council members, employees, attorneys, contractors, and agents (collectively, the "**County Related Parties**") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses, disbursements, demands and claims, including attorneys' fees and costs incurred as a result of such claims or in enforcing this indemnification provision (collectively, "**Claims**") of any kind or character arising from, caused by or relating to (i) City's failure to comply with its obligations under the Option Agreements for the period up to the Effective Date and (ii) for any bodily injury, death or property damage occurring as the result of any act or omission of City or any employee, agent or contractor of City on the Properties up to the Effective Date. Should County or any other County Related Party be named as a defendant in any suit brought against County or any County Related Party in connection with or arising out of any Claim referred to in the immediately preceding sentence, City shall pay to County its reasonable costs and expenses incurred in such suit, including without limitation, its reasonable attorneys' fees.
  - b. County shall indemnify, defend, protect and hold harmless City and City's officers, officials, supervisors, employees, attorneys, contractors, and agents (collectively, the "**City-Related Parties**") from and against any and all Claims of any kind or character arising from, caused by or relating to (i) County's failure to comply with its obligations under the Option Agreements for the period from and after the Effective Date and (ii) for any bodily injury, death or property damage occurring as the result of any act or omission of County or any employee, agent or contractor of County on the Properties from and after the Effective Date. Should City or any other City-Related Party be named as a defendant in any suit brought against City or any City-Related Party in connection with or arising out of any Claim referred to in the immediately preceding sentence, County shall pay to City its reasonable costs and expenses incurred in such suit, including without limitation, its reasonable attorneys' fees.
5. City's Representations and Warranties. City hereby represents and warrant to County that, as of the Effective Date, City has delivered to County true, correct and complete copies of the Option Agreements, the Option Agreements have not been modified or amended,

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and to the actual knowledge of City, no breach or default on the part of City, as the Optionee, or the Owners has occurred under the Option Agreements. As provided in the Option Agreements, City shall immediately deliver to Owners under the Option Agreements a written notice of this Assignment.

6. “As-Is” Purchase. County acknowledges that if it elects to exercise the purchase options granted pursuant to the Option Agreements and to purchase some or all of the Properties, such purchase shall be on an “as is with all faults” basis as set forth in the Option Agreements. All representations and warranties relating to the Option Agreements that have been made by City to the County are set forth in this Assignment, are made as of the Effective Date, and shall not survive the Effective Date. County specifically acknowledges and agrees that except for the express warranties and representations by City set forth in Section 5 above, County is not relying on any warranties or representations of any kind whatsoever, express or implied, from City or any City-Related Party as to any matters concerning the Properties, including, without limitation: (i) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater, including the presence of fill or the adequacy of soils compaction or the possibility or extent of any subsidence; (ii) the size, square footage, acreage or boundaries of the Properties or any buildings or other improvements on the Properties; (iii) the existence, nature or adequacy of access, ingress and egress to the Properties; (iv) the existence, nature or adequacy of utilities serving the Properties, including without limitation water, sewer, electric, gas, phone and cable service; (v) the nature, adequacy and quality of drainage on the Properties, including the occurrence of any flooding, and the presence or adequacy of any sloughs or levees; (vi) the condition, square footage, size, or adequacy of any improvements on the Properties; (vii) the present or future zoning or other legal status of the Properties or any other private restrictions on use of the Properties; (viii) the compliance of the Properties or County’s proposed project to be constructed on the Properties with any applicable codes, regulations, statutes, ordinances, or laws (including the California Environmental Quality Act), or any covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (ix) the development potential of the Properties, or the Properties’ use, habitability, merchantability or fitness, or the suitability, value or adequacy of the Properties for any purpose; (x) the presence of Hazardous Materials, on, under or about the Properties, or adjoining or neighboring property; (xi) the manner, quality or adequacy of existing construction, site or grading work on the Properties or any construction materials; (xi) the condition of title to the Properties; and (xii) the economics of the acquisition, redevelopment, improvement, and operation of the Properties, including without limitation the obligation of County to pay or otherwise provide Relocation Benefits to existing occupants (collectively, all of the foregoing shall be hereinafter referred to as the **“Property Conditions”**). County shall look solely to the Owners, and not to the City or any City-Related Party, with respect to any Claims relating to the Property Conditions, subject to any limitations on recourse against the Owners set forth in the Option Agreements. County represents that County is a knowledgeable purchaser of real estate and that County is relying solely on County’s own expertise and the expertise of County’s consultants and advisors and is making and relying upon its own inspections of all aspects of the Properties. Accordingly, County hereby waives, releases, acquits and forever discharges and covenants not to sue City or the City-Related Parties of, from and for any and all Claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that it now has, or which may arise in the future, on account of or in any way growing out of or connected with the

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Property Conditions and the Option Agreements. County expressly waives the benefits of California Civil Code Section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.
9. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the State of California.
10. Section Headings. The headings of sections are inserted only for convenience only and are not intended to limit or define the scope or effect of any provision of this Assignment.
11. No Oral Modifications. This Assignment may not be amended or modified except in writing executed by all of the parties hereto.
12. Attorneys' Fees. If an action is commenced by a party hereto resulting from a dispute arising out of this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party in such action. As used herein, the term attorneys' fees means attorneys' fees whether or not litigation ensues and if litigation ensues whether incurred at trial, on appeal, on discretionary review, or otherwise.
13. Severability. The invalidity, illegality or unenforceability of any provision of this Assignment shall not affect the enforceability of any other provision of this Assignment, all of which shall remain in full force and effect.
14. Time of the Essence. Time is of the essence of this Assignment and of the obligations required hereunder.
15. Non-Waiver. No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
16. Further Assurances. The parties agree to execute all documents and instruments reasonably required in order to consummate the transactions contemplated in this Assignment.

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17. Authority. Each party executing this Assignment represents that such party has the full authority and legal power to do so. Upon written request, a party shall promptly comply with the other party's reasonable request for such written resolutions, certificates or other evidence confirming the authority of the parties executing this Assignment.

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date first written above.

**CITY:**

**COUNTY:**

**CITY OF REDWOOD CITY,**  
a charter city and municipal corporation of the  
State of California

**COUNTY OF SAN MATEO,** a subdivision  
of the State of California

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

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

Name: \_\_\_\_\_

President, Board of Supervisors, County  
of San Mateo

Its: Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
Office of the County Counsel

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

Pamela Thompson, City Attorney

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

## EXHIBITS

**Exhibit A:** Option Agreement: 20 Chemical

**Exhibit B:** Option Agreement: 50 Chemical

**Exhibit C:** Option Agreement: 70 Chemical

**Exhibit D:** Option Agreement: 80 Chemical