

Recording Requested By:

Director of Planning & Neighborhood Services

When Recorded Return To:

City of Milpitas
455 E Calaveras Blvd
Milpitas, CA 95035

(space above for recorders use)

AGREEMENT TO PROVIDE SHARED PARKING

This Agreement to Provide Shared Parking (“Agreement”) is made and entered into, on the last date herewith written, between Vandana Management Group, Inc., a California corporation, hereinafter “Grantor”, and Vandana Management Group, Inc., a California corporation, hereinafter “Grantee”. Grantor and Grantee are collectively referred to herein at times as the “Parties”.

RECITALS

A. Grantor owns the property in the City of Milpitas located at the street address of 529 S Main Street, the legal description and plat map of which is set forth in **Exhibit A**, hereinafter, “Grantor Property”.

B. Grantee owns the property in the City of Milpitas located at the street address of 485 S Main Street, the legal description and plat map of which is set forth in **Exhibit B**, hereinafter, “Grantee Property”.

C. Grantee is currently unable to meet the number of parking spaces required under the City of Milpitas Zoning Code for its proposed use of Grantee Property.

D. Pursuant to Section 53.11 of the Milpitas Zoning Code, shared parking may be utilized through a Conditional Use Permit and recorded agreement to meet the parking spaces requirements for land uses with different parking demand patterns throughout the day.

E. The Parties desire to enter into this Agreement to set forth the agreed upon number of shared parking spaces, location of shared parking spaces, and hours of use for both the Grantor and Grantee of the shared parking spaces, all in accordance with Section 53.11 of the Milpitas Municipal Code.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Grantor grants to Grantee, and Grantee accepts from Grantor, the right to use 17 parking stalls, said parking spaces to be available year-round, on weekdays between 7 PM and 7 AM, and on weekends between the hours of 7 PM and 7 AM for the exclusive use of the Grantee, and its officers, directors, trustees, employees, volunteers, customers, devotees, members, visitors, and invitees. A copy of the exact location of the parking stalls are depicted in **Exhibit C**.
2. The parking rights granted herein shall continue in perpetuity and can only be terminated if the Director of Planning & Neighborhood Services of the City of Milpitas finds that adequate replacement parking has been secured by the Grantee in accordance with the Milpitas Zoning Code or is no longer required by law and written notice of termination of this Agreement has been provided to the Parties and to the City of Milpitas at least one hundred (120) days prior to the termination date.
3. In accordance with Section 53.11(H) of the Milpitas Zoning Code, a Shared Parking Plan was submitted by Grantee to the City of Milpitas, which included a site plan and required parking calculations of parking spaces, a signage plan, and pedestrian circulation plan that shows connections and walkways between the parking areas and land uses. The approved Shared Parking Plan is on file with the Milpitas Planning Division and is made a part of this Agreement by reference as though fully set forth herein. Grantor and Grantee, shall, at all times be in compliance with the approved Shared Parking Plan.

4. The Grantor and the Grantee shall provide notice in writing to one another and the City of Milpitas of any change of ownership or change of address.
5. In the absence of an approved termination of parking rights as set forth in Section 2 of this Agreement, Grantee agrees and acknowledges that, in the event the parking spaces are no longer made available for its use, Grantee shall, not later than the effective date of any termination or stoppage of use, do one of the following subject to City review and approval:
 - a. Terminate or reduce the use of the Grantee Property that generates the unmet parking requirement; or
 - b. Obtain rights to use parking spaces, by way of a new off-site parking agreement, in a number equal to the number of parking spaces lost by the stoppage of use or termination of this Agreement in accordance with the Milpitas Zoning Code; or
 - c. Obtain a finding, variance or other determination by the City of Milpitas' Planning & Neighborhood Services Director, Planning Commission or other applicable approving body or authority, through the process and based on the criteria set forth for such determination in City's Zoning Code and at such body's or authority's sole discretion, that the use in question needs only the remaining number of parking spaces.
6. Grantee acknowledges that, should Grantee fail to perform in accordance with this Agreement, Grantee shall be in violation of the City of Milpitas Zoning Code and/or any permits issued thereunder. Grantee agrees to waive any right to contest enforcement of the City's zoning and parking ordinances in this matter. Although Grantee may have recourse against the Grantor for breach of this Agreement, in no circumstance shall the City be obligated by this Agreement to remedy such breach. The Parties acknowledge that the City may invoke any remedy provided for in the Milpitas Municipal Code and/or any permits issued thereunder to enforce parking requirements against the Grantee, or otherwise as authorized by law.
7. This Agreement shall be recorded in the County of Santa Clara Recorder's Office on the titles of those properties referenced in **Exhibits A** and **B**.

8. The property or portion thereof on which the parking spaces are located will not be made subject to any other covenant, contract for use, or in any way which interferes with the parking use herein, without the prior written consent of the City of Milpitas.

9. All notices to the Parties required under this Agreement shall be sent to the mailing addresses associated with the assessor's parcel numbers of the Grantor and Grantee properties on the latest property tax roll. All notices to the City of Milpitas shall be sent to the Director of Planning & Neighborhood Services, Milpitas City Hall, 455 E Calaveras Blvd, Milpitas, CA 95035.

10. This Agreement shall run with the properties affected and shall be enforceable by and against their respective successors, heirs and assignees.

GRANTOR



Name: Anil Patel
Title: President
Date: May 5, 2014

GRANTEE



Name: Anil Patel
Title: President
Date: May 5, 2014

Exhibit "A"
Description of Property of Grantor(s) and Plat Map

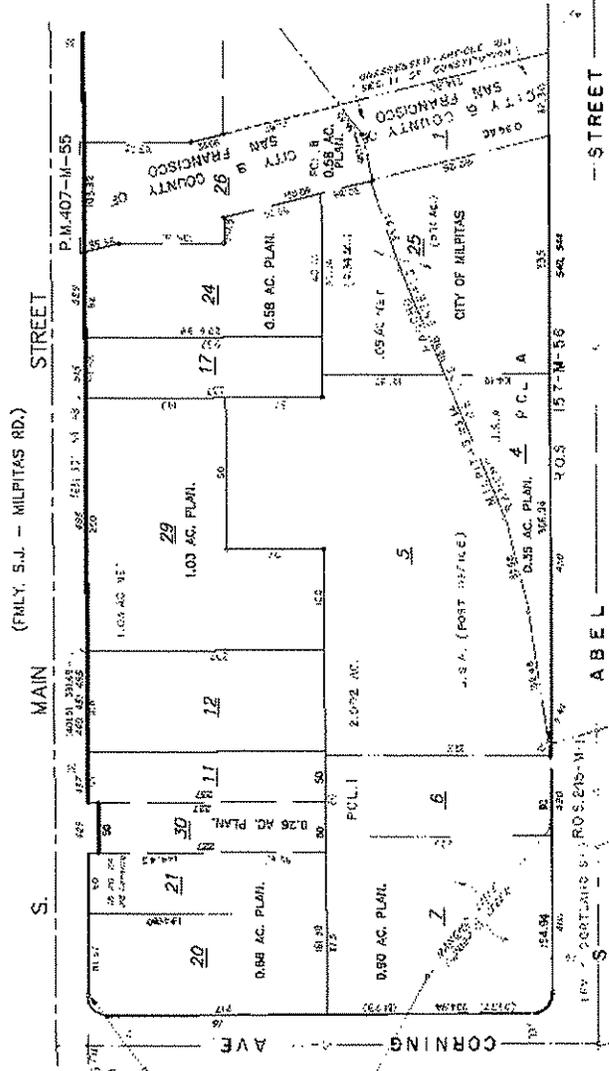
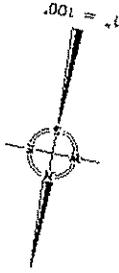
The land referred to is situated in the County of Santa Clara, City of Milpitas, State of California, and is described as follows:

PARCEL ONE:

Beginning at the most Northerly corner of that certain 0.003 acre parcel of land described as Parcel No. 1 in the Deed from Frank S. Dophna et ux, to City and County of San Francisco, a municipal corporation, dated May 25, 1950 in Book 1985 of Official Records, Page 612 in the Westerly line of the State Highway from Milpitas to San Jose; then North $11^{\circ} 22' 50''$ West along said line of said Highway, 82.0 feet; thence South $78^{\circ} 37' 10''$ West parallel with the Northerly line of that certain parcel of land described in the Deed from F. E. Quinn to Juan G. Gutierrez, et ux, dated June 19, 1948, recorded June 28, 1948 in Book 1637 of Official Records, Page 505, a distance of 140.0 feet to a point in the Northerly prolongation of the Westerly line of said parcel of land so described in said Deed to Gutierrez; thence South $11^{\circ} 22' 50''$ East along said parallel line, 90.32 feet to the Northwesterly corner of said parcel of land of Gutierrez; then North $78^{\circ} 37' 10''$ East along said Northerly line of said parcel of land of Gutierrez, 105.31 feet to the most Westerly corner of said Parcel No. 1, in said Deed to City of County of San Francisco; then North $65^{\circ} 08'$ East along the Northwesterly line of said Parcel No. 1, 35.68 feet to the point of beginning, and being a part of Lot 4 of the Partition of the Milpitas Rancho.

PARCEL TWO:

Beginning at a point at the Northwesterly corner of that certain tract of land described in the Deed from Frank Dophna et ux to Louis J. Torres et ux, dated October 15, 1950 and recorded November 14, 1950 in Book 2095 of Official Records, Page 543, Santa Clara County Records in the Southerly line of that certain tract of land described in the Deed from White Brothers, a partnership to Joseph T. Moretti et ux, dated August 19, 1957 in Book 3870 of Official Records, Page 212, Santa Clara County Records; then ce from said point of beginning South $78^{\circ} 28' 10''$ West along said Southerly line of land so described in the Deed to said Moretti 97.00 feet to a 1 inch iron pipe set at the Southwesterly corner thereof; thence South $11^{\circ} 32' 50''$ East along the Southerly prolongation of the Westerly line of land so described in the Deed to said Moretti 140.62 feet to a 1 inch iron pipe set in the Northwesterly line of that certain 0.541 acre tract of land described as Parcel Two in the Deed from Frank S. Dophna et ux to City and County of San Francisco, dated May 25, 1950 and recorded May 26, 1950 in Book 1985 of Official Records, Page 612, Santa Clara County Records; thence North $65^{\circ} 00' 10''$ East along the Northwesterly line of said 0.541 acre tract 99.74 feet to a 1 inch iron pipe set at the point of intersection thereof with the Southerly prolongation of the Westerly line of land so described in the Deed to said Torres; then North $11^{\circ} 31' 50''$ West along said last mentioned prolongation and Westerly line 117.39 feet to the point of beginning, and being shown upon that certain Map entitled, "Record of Survey of a Subdivision in the Milpitas Rancho in the City of Milpitas, Santa Clara County, California, for Charles H. White", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California on July 20, 1955 in Book 59 of the Maps, at Page 43.



(25)

(40)

(26)

(11)

(8)

(5)

(9)

THE SET MAP 152
LAWRENCE E. STORIE - ASSESSOR
Indicated map for assessment purposes only
Compiled under R. S. T. Code, Sec. 307
Effective Roll Year 2013-2014

Exhibit "B"
Description of Property of Grantee(s) and Plat Map

The land referred to is situated in the County of Santa Clara, City of Milpitas, State of California, and is described as follows:

PARCEL ONE:

Beginning at a point in the Westerly line of Main Street, formerly San Jose and Milpitas Road, distant thereon S 11° 15' E. 401.50 feet from the Northeast corner of land described in deed to John Peters; recorded in Book 121 of Deeds, page 124; thence along the Westerly line of said Main Street S. 11° 15' E. 50 feet, thence on a line parallel with the Northerly line of the aforementioned tract to John Peters S. 78° 41' W. 140 feet; then parallel with said line of Main Street N. 11° 15' W. 50 feet; thence parallel with the Northerly line of said lands so conveyed to John Peters N. 78° 41' E. 140 feet to the point of beginning, being a portion of Lot 4 described in the partition suite in the District Court of the Third Judicial District of the County of Santa Clara, State of California in partition suit of Frederick Crighton, et al, vs James C. Gould, et al.

PARCEL TWO:

Beginning at a point in the Westerly line of Main Street, formerly San Jose and Milpitas Road, distant thereon S, 11° 15' E. 451.50 feet from the Northeasterly corner of land described in deed to John Peters, recorded in Book 121 of Deeds, page 124; thence along the Westerly line of said Main Street S. 11° 15' E. 50 feet; thence on a line parallel with the Northerly line of the aforementioned tract to John Peters S. 78 41' W. 140 feet; thence parallel with said line of Main Street N. 11° 15'W. 50 feet; thence parallel with the Northerly line of said lands so conveyed to John Peters N. 78° 41' E. 140 feet to the point of beginning, being a portion of Lot 4 described in the partition suit in the District Court of the Third Judicial District of the County of Santa Clara, State of California on partition of Frederick Crighton, et al, vs. James C. Gould, et al.

PARCEL THREE

Beginning at a 1 inch iron pipe at the Westernmost corner of land described as Parcel One in the deed to Genero Villarreal, et ux recorded in Book 1264 of Official Records, page 401; thence South 78° 28' 10" West along the Southwesterly prolongation of the Northwesterly line of said Parcel One 97.00 feet to a 1 inch iron pipe; thence South 11° 31' 50" East and parallel with the Southwesterly line of Main Street, formerly San Jose Oakland Road 100 feet to a 1 inch iron pipe on the Southwesterly prolongation of the Southeasterly line of land so described as Parcel Two in the deed to said Villarreal; thence the Southernmost corner of said Parcel Two; thence North 11° 31' 50" West along the Southwesterly line of said Parcel Two and the Southwesterly line of said Parcel One 100.00 feet to the point of beginning and being shown on "Record of Survey", filed in Book 59 of Maps, at page 43.

PARCEL FOUR:

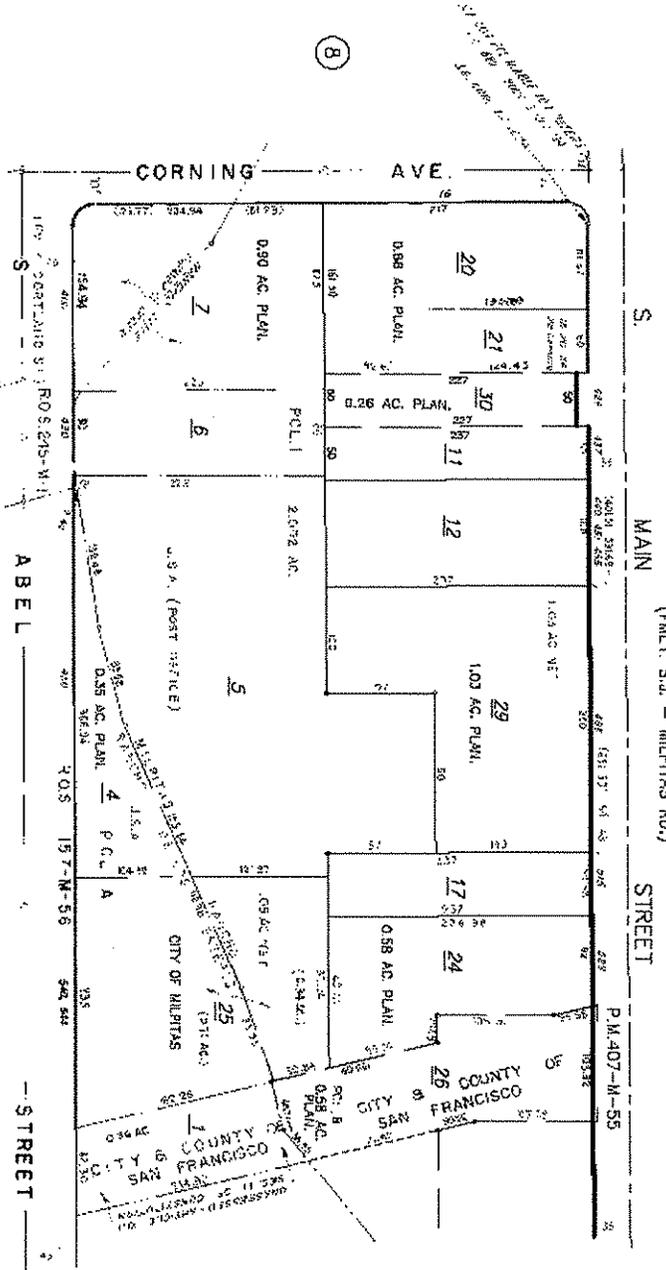
Beginning at a point in the Westerly line of Main Street, formerly San Jose and Milpitas Road, distant thereon S. 11° 15' East 501.50 feet from the Northeast corner of land conveyed to John Peters, be deed recorded in Book 121 of Deeds, page 124; thence

South 11° 15' East along said Westerly line of Main Street 50 feet; thence South 78° 41' West parallel with the Northerly line of said Peters parcel, 140 feet, thence North 11° 15' West parallel with the aforementioned Westerly line of Main Street, 50 feet; thence North 78° 41' East parallel with said Northerly line of Peters parcel, 140 feet to the point of beginning, being a portion of Lot 4 described in the partition suit of the Milpitas Rancho in the District Court of the Third Judicial District of the County of Santa Clara, State of California in a partition suit of Frederick Crighton, et al, vs. James C. Gould, et al.

PARCEL FIVE

Beginning at a point in the Westerly line of Main Street formerly San Jose and Milpitas Road, distant thereon S. 11° 16' East 551.50 feet from the Northeast corner of land conveyed to John Peters by Deed, recorded in Book 121 of Deeds, page 124; thence South 11° 15' East along said Westerly line of Main Street 100 feet; thence South 78° 41' West parallel with the Northerly line of the said Peters parcel 140 feet; thence North 11° 15' West parallel with the aforementioned Westerly line of Main Street, 100 feet; thence North 78° 41' East parallel with the said Northerly line of Peters parcel, 140 feet to the point of beginning, being a portion of Lot 4 described in the partition suit of the Milpitas Rancho, in the District Court of the Third Judicial District of the County of Santa Clara, State of California in partition suit of Frederick Crighton, et al vs. James C. Gould, et al.

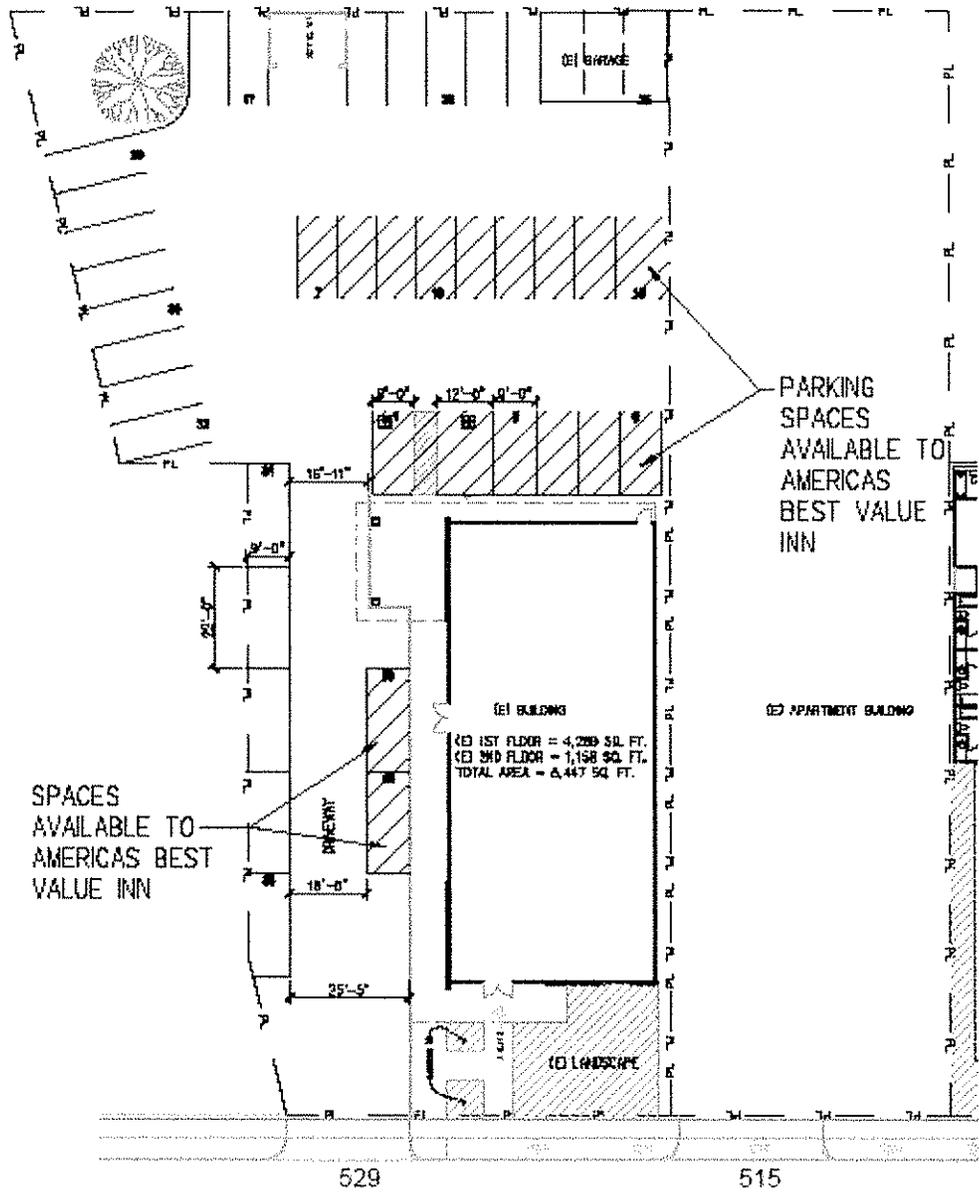
Assessor's Parcel No: 086-10-029



6

LAURENCE E. STOLIE - ASSESSOR
 Certified map for assessment purposes only
 Prepared under R. & T. Code, Sec. 337
 Effective Roll Year 2015-2014

Exhibit "C"
Shared Parking Spaces



529 SOUTH MAIN STREET

SO

PROPOSED USE: OFFICE
 PARKING REQUIRED: $5,447/240 = 23$
 PARKING PROVIDED: 40

SHARE 17 SPACES WITH AMERICAS BEST VALUE INN

GRANTOR:

Vandana Management Group, Inc.

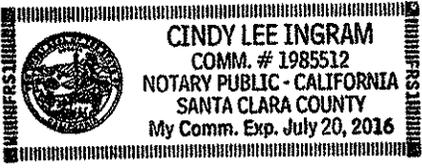
**By: Anil Patel
Its: President**

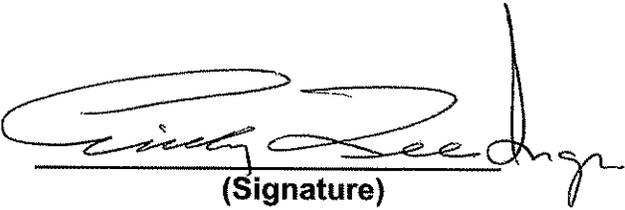
STATE OF CALIFORNIA)
) SS
COUNTY OF SANTA CLARA)

On May 5, 2014 before me, Cindy Lee Ingram, Notary Public, personally appeared Anil Patel who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.




(Signature)

[Seal]