

DOWNTOWN SHARED PARKING AGREEMENT

BETWEEN

SAFEWAY INC., A DELAWARE CORPORATION

&

CITY OF LOS ALTOS, A CALIFORNIA MUNICIPAL CORPORATION

DATE: March 21, 2012

EXHIBIT D

BASELINE PARKING COUNT

Pursuant to the Parking Agreement approved by City Council on January 24, 2012 the available parking spaces adjacent to Safeway shall not be less than ninety-five percent (95%) of the Baseline Parking Count.

The Baseline Parking Count is determined by the available parking identified within the area adjacent to Safeway from Main Street to the South, Second Street to the East, Foothill Expressway to the West, and Shasta to the North extending through to Second Street, as represented in Exhibit B of the Parking Agreement, which area is referred to in the Parking Agreement as the Downtown Adjacent Area.

The Baseline Parking Count excludes the twenty (20) parking spaces known to be eliminated within the Downtown Adjacent Area as a result of the First Street Streetscape improvements. Excluding those spaces, below are the current parking counts for the Downtown Adjacent Area:

	Parking Spaces
North Side of Main Street	17
State Street	23
West Side of Second Street	11
South Side of Shasta Street	6
Private On-Site Parking within Boundary Area (Excluding 160 and 230 First Street)	
<u>Residential</u>	
80 Second Street	26
100-102 Second Street	8
110 Second Street	3
124 Second Street	19
130-140 Second Street	12
<u>Commercial</u>	
101 First Street	13
110 First Street	60
121 First Street	7
127 First Street	6
129 First Street	8
139 First Street	5
141 First Street	5
145 First Street	4
151 First Street	10
Parking Plaza Four	64

TOTAL**433**

The 433 spaces are referred to herein and in the Parking Agreement as the "Baseline Parking Count." A five percent (5%) reduction in the Baseline Parking Count would be a net loss of 22 parking spaces or more (a "5% or More Reduction"). A 5% or More Reduction shall occur if either (1) at any time 22 or more parking spaces are lost or removed from the Downtown Adjacent Area for any reason (except on a temporary basis as further specified in the Parking Agreement) and not then replaced with additional parking so that the number of parking spaces remains at or above the Baseline Parking Count, or (2) the further development or redevelopment of existing buildings / land within the Downtown Adjacent Area results in an unmet parking demand of 22 or more parking spaces for the Downtown Adjacent Area as a whole. The number of parking spaces needed for the Downtown Adjacent Area shall be based on the City's Off-Street Parking Requirements (as defined in the Parking Agreement) calculated without the granting of (i) any variance or (ii) the use of any common parking facility (beyond that specified above for Parking Plazas Four and Seven) pursuant to Sections 14.48.100 and 14.74.170 of the Zoning Code (in effect as of the Effective Date) or any successor or similar sections or provisions. By way of example only, if 101 First Street is redeveloped in the future such that 43 parking spaces are required pursuant to the City's Off-Street Parking Requirements and only 20 parking spaces are installed at the completion of such project with no other changes within the Downtown Adjacent Area, then there would be a shortage of 23 parking spaces and a resulting 5% or More Reduction.

Notwithstanding the above, in no event shall the City's Off-Street Parking Requirements within the Downtown Adjacent Area for purposes of determining whether a 5% or More Reduction has occurred be deemed to be less than (x) five (5) spaces per thousand (1,000) square feet of "net building area" as defined in the City Zoning Code as of the Effective Date for retail uses or (y) 3.3 spaces per thousand (1,000) square feet of net building area for office uses, except as follows: In the event that Parking Plaza Four or Seven is sought to be redeveloped and governmentally entitled in a manner that could accommodate either retail or office space, or a combination thereof, based on market demand, then the minimum Off-Street Parking Requirements for purposes of determining whether a 5% or More Reduction has occurred shall be reasonably agreed upon by Safeway and City (i) acting in good faith and (ii) taking into account the parking requirements imposed on substantially similar projects, if any, that were actually constructed in the San Francisco Bay Area after the Effective Date and otherwise known to said parties.