

AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART

This lease agreement ("Lease") dated this 16th day of April, 1998 (the "Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation ("City"), and Triton Museum of Art, a California nonprofit corporation ("Lessee"). City and Lessee may be referred to herein individually as a Party or collectively as the "Parties".

RECITALS

- A. The City and Lessee have concluded a thirty (30) year Lease of the property described in this Lease signed by the Parties on November 24, 1967, upon which the Triton Museum of Art has been constructed and operated;
- B. City is the owner of all the improvements located on the real property described in this Lease; and
- C. Lessee has offered to continue to lease said real property and to operate the Triton Museum of Art and other facilities as described in this Lease which are located on said property.
- D. The City and the Lessee have worked together cooperatively and effectively over the past thirty (30) years for the purpose of making the visual arts relevant and accessible to the citizens and community of Santa Clara. City and Lessee wish to continue in this spirit of cooperation to further expand and enhance the artistic agenda that is presented by Lessee to Santa Clara and Santa Clarans for the term of this Lease.
- E. City understands that Lessee is actively soliciting endowment funds for the support of various Lessee activities of benefit to the community, and that contributors and potential contributors require that Lessee have a stable, long-term relationship with City.

In consideration of the above referenced recitals and the following mutual covenants, commitments, and obligations of the Parties, the Lessee and City agree as follows:

AGREEMENT PROVISIONS

1. DESCRIPTION OF PREMISES

City hereby leases to Lessee, and Lessee hires from City, on the terms and conditions set forth in this Lease, that certain real property, together with the buildings and improvements thereon ("Premises") described in the attached Exhibits A1 and A2 incorporated herein by reference.

2. DEFINITIONS

Whenever used in this Agreement the terms shall have the following meanings as applicable.

- (a) The word "Collection" shall include all Museum items, art objects, sculptures, including any such objects acquired after the commencement of this Lease. It shall include all such items whether stored or displayed on the Premises. It shall include all objects and items whether owned by City or Lessee.
- (b) The words "Improvements" and "Buildings" shall include the building known as the Triton Museum of Art together with any appurtenances thereto, all of the buildings known as the Pavilions and the Jamison Brown House together with any and all accessory buildings or structures located on the Premises.
- (c) The word "Pavilion" shall mean the four octagonal buildings of approximately 1500 square feet each, located in the northwest quadrant of the Property and commonly referred to as the "Pavilions".

3. TERM

The term of this Lease is for twenty (20) years, commencing on the 16th day of April, 1998, and ending on April 15, 2018. The Parties may mutually agree to renew this Lease for two additional five-year terms. Upon giving no less than two (2) years advance written notice to the other Party, either Party by an affirmative vote of two-thirds (2/3) of the members of its governing body may terminate this Lease prior to the stated termination date if either Party determines that it can no longer continue to work with the other in the spirit of cooperation intended under Recital D of this Lease, or if either Party determines that it does not have sufficient funds to continue to carry out its obligations under this Lease. The Parties may also terminate this Lease as set forth elsewhere in this Lease.

4. PURPOSE OF LEASE AND USE OF PREMISES

The principal purpose of this Lease and use of the Premises is that Lessee shall maintain and operate the facility known as the Triton Museum of Art ("Museum") as a public museum available for use by all persons. The standards to be followed in operation of the Museum are set forth in more detail below.

5. RENT

Consideration for this Lease shall be one (\$1.00) dollar per year and Lessee's agreement to maintain and operate the Premises owned by City.

6. RIGHTS AND DUTIES OF LESSEE

- (a) Lessee shall protect and maintain the Premises in good condition. Lessee shall protect and maintain the Collection in good condition and in accordance with the standards generally utilized in publicly owned art galleries and museums located in California. Lessee shall assume the responsibility for guarding and safekeeping all of the Premises and the Collection located on the Premises.
- (b) Lessee shall maintain the Premises and Collection in such a manner as to fulfill the express purposes of this Lease. The public shall be provided with free admission to the programs to be held on the Premises with the exception of special appearances and shows of distinguished artists for which a nominal admittance charge to the public may be required. There shall not be more than two special appearances or shows per month for which a charge is made to the public without the prior written consent of the City Council on a finding that such is consistent with the purpose of the agreement and is in the best interests of the public.
- (c) The Museum shall be open to the public for a minimum of seven hours per day six days per week. The Premises may be closed on the following holidays: New Year's Day, Martin Luther King, Presidents Day, ½ day Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Veterans Day, ½ day Christmas Eve, Christmas Day, ½ day New Year's Eve. Lessee shall follow the City's Rules and Regulations, in effect at the time, for events held outside the buildings on the Premises.
- (d) Except as otherwise provided in subparagraph (b) of this paragraph, special

appearances, exhibitions or shows may be held on the Premises as determined by the Board of Directors of Lessee.

- (e) Lessee solicited sales of artifacts and other items of art or any other items on the Premises other than cards, prints, art books and supplies shall be limited and sold only in accordance with rules established by the Lessee and approved by the City Council as in keeping with the purposes of the Lease.
- (f) Lessee shall provide at no cost to City and throughout the term of this Lease, an adequate and competent staff to enable the art gallery, museum and other facilities to function in accordance with generally approved art gallery and museum practices.
- (g) Lessee shall provide the City annually with an independently audited balance sheet and income statement produced by a Certified Public Accountant.
- (h) Lessee shall keep the Premises and the Collection free and clear from any liens, charges or claims including, but not limited to, any liens, charges or claims arising out of any work performed thereon, material furnished, or any type of obligation or activity incurred by Lessee, whether relating to the Premises, Collection or otherwise.
- (i) Lessee shall not make any interior renovation or remodeling changes or new construction or make any major changes to the Premises or remove any objects, which are not the property of the Lessee, without the prior written consent of the City.
- (j) In November of each year, the City and Lessee shall jointly conduct an inspection of the Museum and the inside and outside of all Buildings located on the Premises. Thereafter City and Lessee shall jointly work to decide what maintenance and repair work needs to be done on the Premises. In the event of a disagreement between City and Lessee on this issue, the City shall decide what maintenance and repair work needs to be done.
- (k) All improvements made by Lessee during the Lease term shall become the property of City unless otherwise agreed to in writing. At the termination or expiration of the Lease, any equipment or property owned by Lessee shall be removed at Lessee's expense. Lessee shall repair any damage caused by such removal. Any equipment or property left on the Premises by Lessee after termination or expiration of the Lease shall become the property of City. If equipment or property is left by Lessee which City does not wish to keep,

City may remove such equipment or property and the cost of removal shall be a charge against and an obligation of Lessee.

- (l) During the term of this Lease, Lessee shall maintain at Lessee's sole cost, the types of insurance policies listed in Exhibit B, attached and incorporated herein by reference.

Lessee shall not be required to maintain fire insurance on the buildings on the Premises.

- (m) Lessee shall pay all charges for utilities, labor and otherwise, except the following which shall be paid by City:
 - 1. Electric service to meet the needs for lighting, heating and air conditioning of each building;
 - 2. Water service for on-site human and landscaping needs;
 - 3. Sanitary sewer service charges attributable to such leased Premises;
 - 4. Janitorial service restricted to routine cleaning of the Premises;
 - 5. Landscaping maintenance on the Premises.
- (n) Lessee shall not assign or sublet this Lease or any part thereof without prior written consent of City. City hereby consents to the use of a portion of the Pavilion Area by the Santa Clara Players provided such use is subject to termination by City at any time without cause. City also consents to Lessee authorizing the use of the Premises for weddings, receptions, anniversaries, parties and other similar purposes. Except as otherwise provided herein, any assignment or subletting without consent shall be void and shall, at the option of City, terminate this Lease. Likewise, this Lease shall not, nor shall any interest therein, be assignable as to interest of Lessee, by operation of law or otherwise, without the written consent of City.
- (o) Lessee shall permit City and its employees to enter into and upon said Premises at all reasonable times for purposes of performing the functions it is obligated to do under the terms of this Lease and for the purpose of inspecting the same, making repairs, posting signs, all without liability to Lessee, but City unless otherwise specifically obligated, shall not be obligated to make any repairs of any nature whatsoever.

- (p) In addition to all other sums agreed to be paid and services performed, Lessee shall pay all taxes on said Premises, including possessory interest taxes to the extent such may be assessed during the term of this Lease.
- (q) Lessee shall comply with all laws during the term of this Lease, including municipal, state and federal regulations.
- (r) City owns and controls the parking lot located to the east of the Premises. City may use this parking area as it sees fit. Subject to City's priority and as long as it does not conflict with City's use of this parking area, Lessee may use the parking area for parking motor vehicles by its officers, employees, visitors, patrons, suppliers and others while such persons are making use of the Premises or are otherwise engaged in activities on the Premises.
- (s) Lessee is responsible for providing the City with a Public Use Plan that includes a Public Access Schedule for the Jamison-Brown House no later than 60 days after this Lease is implemented; The Plan and any modifications or amendments to the Plan must be approved by the City.
- (t) Lessee's additional maintenance responsibilities are described in Paragraph 8 of this Agreement.

7. DUTIES OF CITY

- (a) City's maintenance responsibilities are described in Paragraph 8.
- (b) City shall be obligated to furnish fire insurance on the buildings located on the Premises.
- (c) City shall pay for the cost of utilities and services used on the Premises as described in subparagraph (m) of Paragraph 6.
- (d) City may, in its sole discretion, contribute funds and services, in addition to those set forth in paragraph 8 below, to assist Lessee in the maintenance and operation of the Premises.

8. MAINTENANCE

- (a) City shall bear the cost and responsibility for maintaining the following:
 - (1) Janitorial services provided at the same level as City Hall.

- (2) The exterior of all the buildings on the Premises, including the roofs.
- (3) The following building systems: heating, ventilation, air conditioning, circulating pumps, motors, fans, fire protection equipment, and humidity controls.
- (4) Major components of the electrical, plumbing, and sewer systems.
- (b) Lessee shall bear the cost and responsibility of maintaining the interior of all the improvements and buildings on the Premises, making routine repairs and replacements as necessary or as directed by the City.
- (c) Lessee shall bear the cost and responsibility of maintaining the following at the same level as the City Hall buildings are maintained:
- (1) The interior of all the improvements and buildings on the Premises.
- (2) With regard to the Jamison-Brown House, Lessee shall be responsible for normal interior maintenance and minor interior and cosmetic repairs, not including repair of dry rot or termite damage, and shall insure that such work will be performed using as a resource the standards as set forth in The Secretary of The Interior's Standards for Rehabilitation and the State Historic Building Code, if applicable. It is the intention of the Parties that City will seek alternative sources of funding to help rehabilitate the Jamison-Brown House.
- (3) The building security alarm system.
- (4) Art objects located on the grounds outside the building.

9. **INVENTORY AND OWNERSHIP OF COLLECTION**

The Collection shall be owned by the City or Lessee as specified in the list entitled "Inventory and Ownership of Triton Museum of Art Collection" and on file in Lessee's office and the Office of the City Clerk of City. Any additions to the Collection received subsequent to the date of this Lease shall be City's property unless donor expressly indicates in writing that it is not a gift to City. Lessee shall report to the City every year concerning the ownership of additions to the Museum and City Collections. The reporting date shall be no later than June 1st of each year. Each report and inventory shall bear a certificate of Lessee certifying its completeness and accuracy and it shall be presented by Lessee to the City at the

times indicated above. Lessee shall take no action to discourage the making of any gifts to the City. In accumulating the Collection, no acquisition during the Lease term, including extensions thereof, shall be transferred, hypothecated or in any way disposed of or encumbered without the prior written approval of the City Council of City. Lessee shall establish a suggested policy by January 1, 1999, which can be used as a guide to determine whether proposed gifts of art to City will be accepted or rejected. Said policy shall be reviewed by and modified as determined by the City Council. After the policy is adopted by the City Council, it will be implemented and administered by Lessee, acting on behalf of City. No conditions shall be attached to gifts of art to the City, unless such conditions are expressly approved by City.

10. WAIVER, INDEMNIFICATION, AND HOLD HARMLESS BY LESSEE

Lessee hereby expressly waives all claims against City, its City Council, or any officer, employee or agent of said City for damages to material, goods, wares, merchandise or equipment in, upon or about said Premises; or for injury or damage to any person or persons, either Lessee, its agents, or third persons in or about the Premises from any cause arising at any time; or for damage to adjoining property from any cause whatsoever; except for claims arising out of the sole negligence of City or any City officer, employee or agent.

In no case will City, its City Council, or any officer, employee or agent of said City, be liable, answerable, or accountable in any manner for any loss, damage, or liability associated with or in consequence of this Lease; except for claims arising out of the sole negligence of City or any City Officer, employee or agent. Lessee shall indemnify, defend and save harmless City, its officers, employees, and agents, from all claims, liability, cost, loss, obligations and expenses, howsoever same may be caused, and including reasonable attorney's fees, for any loss or damage to property and for any injury to or death of, or damage to, any person arising out of this Lease or in consequence thereof, except for the sole negligence of any City officer, employee or agent.

11. INSOLVENCY OR BANKRUPTCY

If Lessee shall at any time during the Lease term, including extensions thereof, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Lessee, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of Lessee shall be appointed in any suit or proceeding brought by or against Lessee, or if Lessee shall make an assignment or composition for the benefit of creditors, then and in each

and every such case, as well as upon the corporate dissolution of Lessee or its loss of nonprofit corporate status, any and all such property of Lessee, not previously disposed of with the prior written approval of the City Council of City shall be and become the property of City without any consideration therefor and Lessee consents and agrees to execute all documents necessary or convenient to accomplish this transition of title without cost or expense to City.

Either (a) the appointment of a receiver (except a receiver appointed at the insistence of City in any action against Lessee) to take possession of all or substantially all of the estate of Lessee, (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this Lease by Lessee.

12. PROVISIONS ARE BINDING ON SUCCESSORS

The covenants, conditions, terms and agreements contained in this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors in interest, executors, administrators and assigns of all the Parties.

13. WASTE/ILLEGAL PURPOSES

Lessee shall not commit, suffer, allow, or permit any waste or any nuisance on the Premises and shall not use, suffer, allow or permit the use of the Premises for any illegal or immoral purpose.

14. NOTICES

All notices herein provided to be given or which may be given by either Party to the other shall be deemed to have been fully given to City or to Lessee when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

to City as follows:

City of Santa Clara
Attention: City Manager
1500 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 984-3101
or by facsimile at (408) 241-6771

or, to Lessee as follows:

Triton Museum of Art
1505 Warburton Avenue
Santa Clara, California 95050
Telephone: (408) 247-3754
or by facsimile at (408) 247-3796.

The address to which the notices shall be mailed as aforesaid to either Party may be changed by written notice given by such Party to the other, as provided herein, and nothing contained herein shall preclude the giving of any such notice by personal service.

15. TERMINATION FOR CAUSE

- (a) City, at its option, may declare this Lease terminated in its entirety, in the manner provided in subparagraphs (c), (d) and (e) hereof if Lessee fails in the performance of any condition of this Lease.
- (b) Lessee, at its option, may declare this Lease terminated in its entirety, in the manner provided in subparagraphs (c), (d) and (e) hereof if City fails in the performance of any condition of this Lease.
- (c) Subject to the provisions of subparagraphs (d) and (e) hereof, no termination declared by either Party shall be effective unless and until not less than sixty (60) days have elapsed after issuance of a written Notice of Termination by either Party to the other specifying the date upon which such termination shall take effect and the cause for which the Agreement is being terminated. In addition, no termination shall occur if such default is cured within the sixty (60) day period.
- (d) Notwithstanding anything to the contrary in subparagraph (c) above, if one Party has given the other Party notice of violation of this Lease, and the other Party has cured the violations within sixty (60) days on two prior occasions for basically the same type of violation, the Party giving the notice of a third violation of basically the same type may terminate this Lease by giving sixty (60) days prior notice without the right to cure the violation. The provisions of this subparagraph (d) shall apply where the three violations have occurred within a three-year period.
- (e) Notwithstanding anything to the contrary in subparagraphs (c) and (d) above,

if City has given Lessee notice of violation of subparagraph 6(a) of this Lease, relating to protection and maintenance of the Collection and Lessee has cured the violation within sixty (60) days on one prior occasion, City, upon giving the notice of a second violation of subparagraph 6(a) relating to protection and maintenance of the Collection, may terminate this Lease by giving sixty (60) days prior notice thereof without the right to cure the second violation. The provisions of this subparagraph (e) shall apply where the two violations have occurred within a two (2) year period.

16. SURRENDER OF LEASE NOT MERGER

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall at the option of City, terminate all or any existing subleases or subtenancies, or may, at the option of City, operate as an assignment to it of any and all such sub-leases or subtenancies.

17. WAIVER

The waiver by City of a breach of any covenant, condition, term or agreement herein contained shall not be deemed to be a waiver of the same or other covenant, condition, term or agreement contained herein, or any subsequent breach of the same or any other covenant, condition, term or agreement herein contained. Subsequent acceptance by City of any performance shall not be deemed to be said waiver regardless of City's knowledge of such preceding breach at the time of the acceptance of such performance.

18. EXERCISE OF CITY'S RIGHTS

The exercise of any remedy, right, option, or privilege hereunder by City shall not preclude City from exercising the same or any and all other remedies, rights, options and privileges hereunder the City's failure to exercise any remedy, right option or privilege hereunder shall not be deemed a waiver of that or any other remedy, right, option, or privilege, at law or equity, or otherwise which City may have. Subsequent acceptance by City of any performance shall not be deemed to be said waiver.

19. DESTRUCTION OF THE PREMISES

If a partial destruction of said Premises has occurred, from any cause, during the term of this Lease, other than by the acts or omissions of Lessee, negligent or not, City shall either make necessary repairs or declare this Lease to be terminated by

notice to Lessee.

20. AMENDMENT

This Lease may be amended only by a duly executed written document, signed by the Parties, and subject to approval by the City Council if needed, and any amendment shall not be effective unless and until all steps herein, which are hereby declared to be conditions precedent, are complete.

21. HAZARDOUS WASTE

All inflammable and hazardous material shall be handled and stored by Lessee according to standards established by the City Fire Department.

Any spill of contaminated or hazardous material shall be cleaned up by Lessee in accordance with the applicable laws, ordinances and regulations.

22. TIME

Time shall be of the essence of this Lease.

23. RELATIONSHIP TO THE SERVICES RENDERED

Lessee is an independent contractor in providing materials and services, and in doing the work in accordance with the terms and conditions herein contained and shall in no event be deemed an employee of the City.

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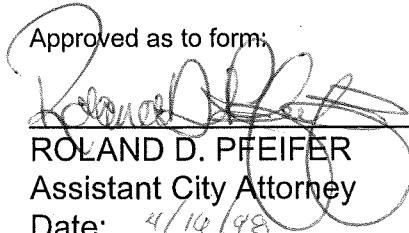
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The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA (City)

Approved as to form:


ROLAND D. PFEIFER
Assistant City Attorney

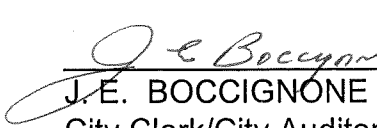
Date: 4/14/98

By:


JUDY NADLER
Mayor

Date: _____

Attest:


J.E. BOCCIGNONE
City Clerk/City Auditor

Date: 4/27/98

By:


JENNIFER SPARACINO
City Manager

Date: 4-14-98

1500 Warburton Avenue

Santa Clara, CA 95050

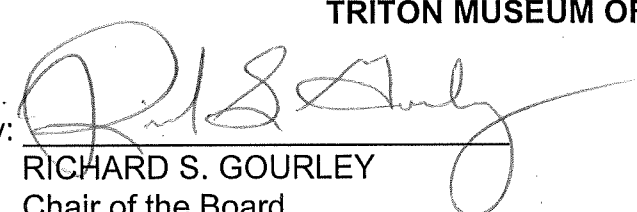
Telephone: (408)984-3100

Fax: (408)241-6771

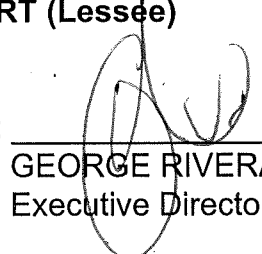
"City"

TRITON MUSEUM OF ART (Lessee)

By:


RICHARD S. GOURLEY
Chair of the Board

By:


GEORGE RIVERA
Executive Director

1505 Warburton Avenue

Santa Clara, CA 95050

Telephone: (408)247-3754

Fax: (408)247-3796

Date: 4.7.98

"Lessee"

[I:\VOL2\DATA\WP\LEASES\TRITON.019]

**AGREEMENT FOR LEASE
AND OPERATION OF
TRITON MUSEUM OF ART**

EXHIBIT A1

EXHIBIT A2

DESCRIPTION - CITY OWNED LANDS - NORTH OF
WARBURTON AVENUE, EAST OF DON AVENUE

EXHIBIT A1
LEGAL DESCRIPTION
AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART

All that certain real property situate in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

Beginning at a point on the easterly line of Don Avenue, distant thereon South $86^{\circ}25'00''$ West, 287.80 feet, thence along the arc of a curve concave to the east, from a tangent bearing South $20^{\circ}33'09''$ West, having a radius of 160.73 feet, through a central angle of $18^{\circ}23'10''$, and an arc length of 51.58 feet from the most westerly point of Tract No. 1468 recorded in Book 55 of Maps, at page 54, Santa Clara County Records;

Thence, from said Point of Beginning, North $86^{\circ}13'36''$ East, 61.04 feet;

Thence, North $86^{\circ}27'35''$ East, 75.85 feet;

Thence, along an arc of a tangent curve concave to the south, having a radius of 15 feet, through a central angle of $25^{\circ}20'57''$, and an arc length of 6.64 feet;

Thence, South $68^{\circ}11'28''$ East, 11.44 feet;

Thence, along an arc of a tangent curve concave to the north, having a radius of 15 feet, through a central angle of $25^{\circ}23'05''$, and an arc length of 6.65 feet;

Thence, North $86^{\circ}25'27''$ East, 53.61 feet;

Thence, along an arc of a tangent curve concave to the north, having a radius of 15 feet, through a central angle of $26^{\circ}04'27''$, and an arc length of 6.83 feet;

Thence, North $60^{\circ}21'00''$ East, 10.82 feet;

Thence, along an arc of a tangent curve concave to the south, having a radius of 15 feet, through a central angle of $25^{\circ}34'38''$, and an arc length of 6.70 feet;

Thence, North $85^{\circ}55'38''$ East, 14.22 feet;

Thence, along an arc of a tangent curve concave to the southwest, having a radius of 30 feet, through a central angle of $69^{\circ}59'51''$, and an arc length of 36.65 feet;

Thence, South $24^{\circ}04'31''$ East, 8.77 feet;

Thence, along an arc of a tangent curve concave to the west, having a radius of 6 feet, through a central angle of $62^{\circ}25'10''$, and an arc length of 6.54 feet;

Thence, South $38^{\circ}20'39''$ West, 21.02 feet;

Thence, South $24^{\circ}24'04''$ East, 209.76 feet;

Thence, South $24^{\circ}32'59''$ East, 61.80 feet;

Thence, North $34^{\circ}53'33''$ East, 21.94 feet;

Thence, along an arc of a tangent curve concave to the south, having a radius of 2 feet, through a central angle of $120^{\circ}36'42''$, and an arc length of 4.21 feet;

Thence, South $24^{\circ}29'44''$ East, 86.36 feet;

Thence, along an arc of a tangent curve concave to the northwest, having a radius of 2 feet, through a central angle of $129^{\circ}22'03''$, and an arc length of 4.52 feet;

Thence, North $75^{\circ}07'41''$ West, 9.34 feet;

Thence, from a tangent bearing South $42^{\circ}35'49''$ West, along the arc of a curve concave to the southeast, having a radius of 927.59 feet, through a central angle of $15^{\circ}26'39''$, and an arc length of 250.03 feet;

Thence, North $86^{\circ}05'25''$ East, 15.54 feet;

Thence, along an arc of a tangent curve concave to the southwest, having a radius of 6 feet, through a central angle of $93^{\circ}42'40''$, and an arc length of 9.81 feet;

Thence, South $00^{\circ}11'55''$ East, 39.23 feet to a point in the northerly line of Warburton Avenue;

Thence, from a tangent bearing North $63^{\circ}33'31''$ West, along the northerly line of Warburton Avenue, being an arc of a curve concave to the northeast, having a radius of 565 feet, through a central angle of $2^{\circ}38'17''$, and an arc length of 26.01 feet;

Thence, North $60^{\circ}55'14''$ West, 232.08 feet;

Thence, along an arc of a tangent curve concave to the south, having a radius of 635 feet, through a central angle of $7^{\circ}15'08''$, and an arc length of 80.38 feet to a point of reverse curvature;

Thence, from said point of reverse curvature along the arc of a tangent curve concave to the northeast, having a radius of 20 feet, through a central angle of $83^{\circ}50'40''$, and an arc length of 29.27 feet to a point of reverse curvature;

Thence, from last said point of reverse curvature, along the arc of a tangent curve concave to the west, having a radius of 280 feet, through a central angle of $16^{\circ}02'39''$, and an arc length of 78.41 feet;

Thence, North $00^{\circ}22'20''$ West, 321.59 feet, along the easterly line of Don Avenue;

Thence, along an arc of a tangent curve concave to the east, having a radius of 160.73 feet, through a central angle of $2^{\circ}32'19''$, and an arc length of 7.12 feet to the Point of Beginning; and,

Containing an area of 170,663 square feet, more or less, excluding the 5,299 square feet occupied by the Headen-Inman House.

EXHIBIT A2

AGREEMENT FOR LEASE AND OPERATION OF TRITON MUSEUM OF ART

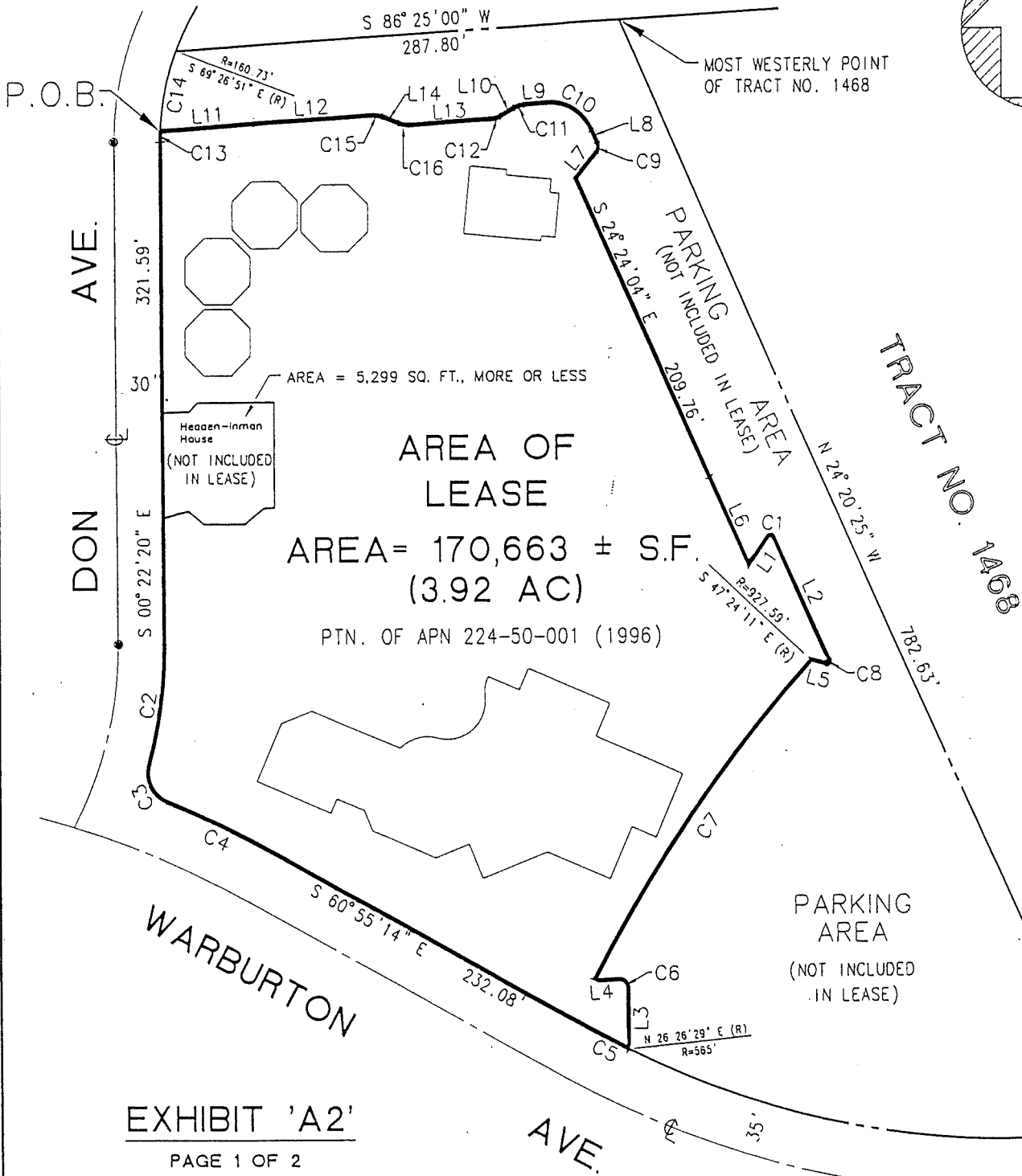
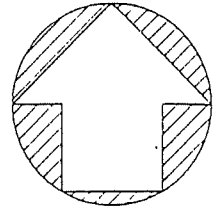


EXHIBIT 'A2'

PAGE 1 OF 2

3-16-98

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Revised	8-27-97
Drawn By	HL 7-30-97
Checked By	3-16-98
Approved By	Date 3-16-98
BRUCE C. AUGASON CITY ENGINEER	

CITY OF SANTA CLARA

AGREEMENT FOR LEASE AND OPERATION OF
TRITON MUSEUM OF ART

N/E WARBURTON AVE. & DON AVE.

Scale 1"=100'

Ref.
SC 17,234

Tracing No.
10,656-A

10,656-A

EXHIBIT A2
 AGREEMENT FOR LEASE
 AND OPERATION OF
 TRITON MUSEUM OF ART

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N 34° 53' 33" E	21.94'
L2	S 24° 29' 44" E	86.36'
L3	S 00° 11' 55" E	39.23'
L4	N 86° 05' 25" E	15.54'
L5	N 75° 07' 41" W	9.34'
L6	S 24° 32' 59" E	61.80'
L7	S 38° 20' 39" W	21.02'
L8	S 24° 04' 31" E	8.77'
L9	N 85° 55' 38" E	14.22'
L10	N 60° 21' 00" E	10.82'
L11	N 86° 13' 36" E	61.04'
L12	N 86° 27' 35" E	75.85'
L13	N 86° 25' 27" E	53.61'
L14	S 68° 11' 28" E	11.44'

CURVE TABLE:

CURVE	RADIUS	DELTA	LENGTH
C1	2.00'	120° 35' 42"	4.21'
C2	280.00'	16° 02' 39"	78.41'
C3	20.00'	83° 53' 40"	29.27'
C4	635.00'	7° 15' 08"	80.38'
C5	565.00'	2° 33' 17"	26.01'
C6	6.00'	93° 42' 40"	9.81'
C7	927.59'	15° 25' 39"	250.03'
C8	2.00'	129° 22' 03"	4.52'
C9	6.00'	62° 25' 10"	6.54'
C10	30.00'	69° 59' 51"	36.65'
C11	15.00'	25° 34' 38"	6.70'
C12	15.00'	26° 04' 27"	6.83'
C13	160.73'	2° 32' 19"	7.12'
C14	160.73'	18° 23' 10"	51.58'
C15	15.00'	25° 20' 57"	6.64'
C16	15.00'	25° 23' 05"	6.65'

EXHIBIT 'A2'

PAGE 2 OF 2

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Revised		
Drawn By	HL	7-30-97
Checked By	DP	3-16-98
Approved By	DP	Date 3-16-98
BRUCE C. AUGASON CITY ENGINEER		

CITY OF SANTA CLARA

AGREEMENT FOR LEASE AND OPERATION OF
 TRITON MUSEUM OF ART

N/E WARBURTON AVE. & DON AVE.

Scale 1"=100'

Ref.
 SC 17,234

Tracing No.

10,656-A

10,656-A

**AGREEMENT FOR LEASE
AND OPERATION OF
TRITON MUSEUM OF ART**

EXHIBIT B

INSURANCE REQUIREMENTS FOR LESSEE:

Lessee, at its sole cost and expense shall purchase and maintain insurance on all of its operations under this Lease for the full term of this Lease and the related warranty period (if applicable) as well as products/completed operations coverage for three (3) years following completion of Lessee's activities under this Lease and acceptance by the City as follows:

1. MINIMUM SCOPE AND POLICY LIMITS OF INSURANCE

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the City:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL").

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Lessee's activities under this Lease.

b. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL").

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.
- c. Lessee shall maintain fire and comprehensive insurance on the contents of the buildings and the Collection, including the art objects and sculptures located within and outside the buildings on the Premises.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the City before work is begun pursuant to this Agreement. With respect to the City, its City Council, Commissions, officers, employees, volunteers and agents, Liberty Mutual provides a financial guarantee to its Insured supported by Letter of Credit guaranteeing remittance of deductible.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of the insurance policies indicated in parentheses below:

- a. The City of Santa Clara, its Council, employees, and officers are hereby added as additional insureds in respect to all liabilities arising out of Lessee's performance of activities under this Lease (CGL & AL);
- b. This policy shall be considered primary insurance in respect to any other valid and collectible insurance City may possess, including any self-insured retention City may have, and, any other insurance City does possess shall be considered excess insurance only and shall not be called upon to contribute with this insurance (CGL & AL);
- c. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to City at the address set forth below (CGL AL & WC/EL);

4. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.

A Certificate of Insurance, on an Accord or similar form, and completed coverage verification shall be provided to City by each of Lessee's insurance companies as

evidence of the stipulated coverages prior to commencement of the Effective Date of this Lease, and annually thereafter for the term of this Lease. All of the insurance companies providing insurance for Lessee shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Office of the City Clerk
Attention: Office of the City Manager
1500 Warburton Avenue
Santa Clara, California 95050