RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

The undersigned declares that this document is recorded at the request of and for the benefit of the City of Santa Clara and therefore is exempt from the payment of the recording fee pursuant to Government Code §§6103 and 27383 and from the payment of the Documentary Transfer Tax pursuant to Revenue and Taxation Code §11922.

PARK MAINTENANCE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
TASMAN EAST STATION HOLDCO, LLC

This Park Maintenance Agreement ("***Agreement***") is entered into this 28th day of August, 2024 ("***Effective Date***"), by and between the CITY OF SANTA CLARA, CALIFORNIA, a chartered California municipal corporation ("***City***") and TASMAN EAST STATION HOLDCO, LLC, a Delaware limited liability company ("***Project Owner***"). City and Project Owner may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

City and Project Owner enter into this Agreement on the basis of the following facts, understandings and intentions, and the following recitals are substantive part of this Agreement:

A. Project Owner is the fee title owner of approximately 2.62 acres of real property, consisting of two parcels (Assessor's Parcel Nos. 097-46-019 ("***Parcel 19***") and 097-46-029 ("***Parcel 29***"), and together with Parcel 19, the "***Project Site***"), located at the northeastern corner of Calle del Sol and Tasman Drive in the City of Santa Clara, State of California, as more particularly described on **Exhibits A-1 and A-2** attached hereto.

B. Project Owner intends to develop: (1) Parcel 19 with a new residential development consisting of 311 dwelling units, 15,870 sq. ft. of retail space, parking, and

other associated improvements (the "***Parcel 19 Project***") and (2) Parcel 29 with a new residential development consisting of 192 dwelling units, 8,000 sq. ft. of retail space, parking, and other associated improvements (the "***Parcel 29 Project***"; and together with the Parcel 19 Project, the "***Project***"). City approved Architectural Review (PLN2018-13442) for the Project in July of 2019.

C. Pursuant to applicable provisions of the Santa Clara City Code, Project Owner is obligated to improve and thereafter dedicate to City certain lands within the Project Site for public parks (collectively the "***Parklands***"). The Parklands are depicted on the site plan in Exhibit B-1 attached hereto. The official names of one or more of the Parklands will be determined by City in accordance with the City's Council Policy Manual. As used herein, "Parklands" shall mean and refer to the Parklands as depicted on Exhibit B-1 and Exhibit B-2 and as more particularly described in the dedication deed or grant thereof by Project Owner to City.

D. Concurrent with this Agreement, the Parties are entering into that certain Park Improvement Agreement, which governs the approval, construction, and acceptance of the Parklands (the "***Park Improvement Agreement***").

E. Project Owner or Project Owner's successors and assigns are obligated to maintain and repair the Parklands and to enter into a separate agreement with City, for a term of not less than forty years, providing for such maintenance.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals Incorporated**. The foregoing recitals are true and correct, and are part of this Agreement for all purposes.

2. **Relationship to Park Improvement Agreement**. The Parties acknowledge and agree that the design, construction and installation of all improvements and initial landscaping for the Parklands as described in and required by the Park Improvement Agreement and/or any other separate public improvement agreement between City and Project Owner and any and all plans attached thereto or referenced therein or otherwise approved by City in connection therewith (collectively, the "***Parklands Improvements***"), the dedication of the Parklands upon completion of the Parklands Improvements, and the payment of any fees due in lieu of parkland dedication, shall be and remain governed exclusively by the provisions of the Park Improvement Agreement and any such other public improvement agreement.

3. **Maintenance of Parklands**.

(a) Project Owner's Obligation. During the Maintenance Term (as hereinafter defined) and subject to the terms and conditions of this Agreement, Project Owner shall,

at its sole cost and expense, provide labor, supervision, supplies, materials, equipment, and any and all other tools and manpower necessary to maintain and repair the Parklands to a level comparable to the level of maintenance and repairs performed by City within similar public parks located elsewhere within the City and otherwise in accordance with this Agreement (the "***Maintenance Services***"). In performing the Maintenance Services, Project Owner shall comply with the maintenance specifications set forth in Exhibit C attached hereto. As used herein, "***Maintenance Term***" shall mean the period of time commencing upon the date of City's acceptance of dedication of the Parklands allocable to each of the Parcel 19 Project and the Parcel 29 Project, respectively, following completion of such Parklands Improvements and continuing in perpetuity or until termination of this Agreement as provided herein.

(b) Right of Entry. At all times during the Maintenance Term, Project Owner and its employees, agents, representatives, contractors, and subcontractors shall have a non-exclusive license, coupled with an interest, and right of entry for pedestrians, vehicles, machinery and equipment into, over, across, and upon the Parklands as is reasonably necessary for access, ingress, egress, and all activities related to the Maintenance Services. In addition, Project Owner shall apply for any necessary encroachment permit from City in accordance with Santa Clara City Code Chapter 12.25 for performance of the Maintenance Services to the extent that performance of the Maintenance Services requires any underground work.

(c) Parklands Operation. The Parties acknowledge and agree that, at all times during the Maintenance Term, the Parklands will be and remain public parks operated, controlled, supervised, and policed (including all emergency response services) solely by City, and open to the public during the hours then set by City ***("Park Operating Hours")***. Notwithstanding any provision herein to the contrary, nothing in this Agreement shall create, or be deemed to create, any responsibility or liability on the part of Project Owner, or any of its respective affiliates, successors or assigns, with respect to the operation, control, supervision, or policing of the Parklands. Nothing herein gives Project Owner the right to restrict or to exclude any person or entity from the Parklands during the Maintenance Term. If Project Owner believes that any area of the Parklands needs to be restricted or closed temporarily for public safety purposes to perform the Maintenance Services, Project Owner may, upon not less than two (2) days' prior written notice to City (except in emergency situations), restrict or close such areas of the Parklands for a reasonable amount of time in order to allow the safety issues to be addressed. Project Owner and/or its employees, agents, representatives, contractors, or subcontractors shall not store any equipment, materials, or supplies in, on, or upon the Parklands beyond such time reasonably necessary to perform any particular Maintenance Services for which they are needed, and shall take appropriate measures to secure the same and prevent any public access thereto.

(d) Additional Facilities. During the Maintenance Term, Project Owner shall allow reasonable public access to certain restroom facilities and a drinking water facility (comprising of two drinking fountains, a bottle filler, and a separate fountain for purposes of filling dog bowls, and together with the restrooms, the "***Additional Public Facilities***") located within the Parcel 19 building, and as shown in Exhibit B-2, during Park Operating

Hours. Project Owner shall be responsible for maintaining the Additional Public Facilities according to the same standards of care and provisions that apply to the Park Improvements as set forth in this Section 3.

(e) Alterations. In performing the Maintenance Services, and except as otherwise subsequently agreed upon in writing by the Parties, Project Owner shall not make, and shall not be obligated to make, any improvements, alterations, additions, or changes to the Parklands or the Parklands Improvements.

(f) Periodic Review. During the Maintenance Term, upon City's request and not more frequently than once each calendar quarter, Project Owner's maintenance contractor(s)/facilities manager or other designated representative(s) of Project Owner and City's Director of Parks & Recreation ("***Parks Director***") or other designated representative(s) of City shall meet at the Parklands to inspect the Parklands and review the status and adequacy of the Maintenance Services provided herein by Project Owner.

4. **Independent Contractor**. Project Owner, in the performance of this Agreement, is an independent contractor. Project Owner shall maintain complete control over all of its employees, agents, representatives, contractors, and subcontractors in the performance of this Agreement. Neither Project Owner nor any person retained by Project Owner may represent, act, or purport to act as the agent, employee, or representative of City. Neither Project Owner nor City is granted any right or authority to assume or create any obligation on behalf of the other. Project Owner shall be solely responsible for, and will pay, any excise taxes, fees, contributions, or charges applicable to the conduct of its business or which may be levied on its performance of the Maintenance Services hereunder.

5. **Compliance with Laws**. In the performance of the Maintenance Services, Project Owner shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments with jurisdiction, including without limitation, any and all applicable laws specified elsewhere in this Agreement (collectively "***Applicable Laws***"). Without limiting the generality of the foregoing provision, all persons retained by Project Owner to perform Maintenance Services required under this Agreement shall possess the requisite licenses and necessary permits to perform such Maintenance Services. The Parties acknowledge and agree that neither Project Owner nor any of its contractors or subcontractors will be receiving any payment from City for the Maintenance Services and that there is no requirement for the payment of prevailing wages in connection with the Maintenance Services.

6. **Personnel/Identification**.

(a) Qualifications. Any and all personnel employed or retained by Project Owner in the performance of any Maintenance Services shall be qualified to perform the duties assigned to them by Project Owner and shall be of good moral character. Project Owner's personnel shall conduct themselves at all times in a courteous and businesslike manner.

(b) Identification. All personnel who perform Maintenance Services will wear clothing or a nametag which bears the name of Project Owner or its contractor or subcontractor. The clothing worn by Project Owner's personnel shall be appropriate for the work assigned and shall give Project Owner's staff a neat and professional appearance. Project Owner's vehicles that park on the Parklands shall have appropriate identification as approved by the Parks Director (i.e., Project Owner's vehicles will not be allowed on the Parklands without the appropriate parking permit displayed on the dashboard).

7. **Nondiscrimination**. In the performance of this Agreement, Project Owner shall not discriminate, in any way, against any person on the basis of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

8. **Hold Harmless/Indemnification**.

(a) To the extent permitted by law, Project Owner agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents (collectively, "***City Parties***") from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner to the extent arising from, or alleged to arise in whole or in part from, or in any way connected with the negligence or willful misconduct of Project Owner or its officers, employees agents, representatives, contractors or subcontractors in connection with the performance of the Maintenance Services by Project Owner pursuant to this Agreement — including claims of any kind by Project Owner's employees or persons contracting with Project Owner to perform any portion of the construction of the Parklands Improvements. However, the Project Owner's obligation to indemnify shall not apply to the proportionate extent such Maintenance Services liability is ultimately determined, agreed or adjudicated to have arisen in whole or in part from the negligence or willful misconduct of City or the City Parties; the obligation to defend is not similarly limited.

(b) Project Owner's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Project Owner, against City (either alone, or jointly with Project Owner), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

(c) To the extent Project Owner is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Project Owner warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

(d) City shall defend, indemnify and hold Project Owner, and its officers, directors, shareholders, members, managers, agents, and employees harmless from and against any and all Losses to the extent caused by the use of the Parklands Improvements or the Additional Public Facilities by members of the public; provided, however, the indemnity obligations of City under this paragraph shall not apply to the extent of any injury, damage or loss that results from the breach of Project Owner's obligations to maintain or repair the Parklands Improvements in accordance with this Agreement prior to City acceptance.

9. **Insurance Requirements**. During the term of this Agreement, and for any time period set forth in Exhibit D, Project Owner (or its contractors or subcontractors performing the Maintenance Services) shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D, entitled "Insurance Requirements."

10. **Force Majeure**.

(a) Defined. As used herein, "***Force Majeure Event***" shall mean 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 City or Project Owner or both, any failure by the other Party to comply with its obligations hereunder, or any governmental order or law (including any order or law of City) which causes an interruption in the performance of this Agreement or prevents timely delivery of materials or supplies.

(b) Excuse from Performance. Should a Force Majeure Event prevent performance of this Agreement, in whole or in part, the Party affected by the Force Majeure Event may suspend performance 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.

(c) Exclusions. Notwithstanding the foregoing, the following shall not excuse or suspend performance under this Agreement:

1. Performance under this Agreement shall not be suspended or excused for any matter or condition that does not constitute a Force Majeure Event as defined in Section 10(a).

2. Negligence or failure of Project Owner to perform its obligations under this Agreement shall not constitute a Force Majeure Event.

3. The inability of Project Owner for any reason to have access to funds necessary to carry out its obligations under this Agreement or the termination of any contract by any contractor or subcontractor or for Project

Owner's default under such contract shall not constitute a Force Majeure Event.

11. **Assignment**. Subject to the provisions of this Section, Project Owner may not assign any rights, duties, or obligations under this Agreement without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that the City acknowledges and agrees that the Project Owner is authorized to hire, and to delegate to, appropriately qualified contractors and/or subcontractors to perform the Maintenance Services under this Agreement. The assignment of Project Owner's rights, duties and obligations hereunder to any of the following entities or persons shall not require approval of City and shall automatically result in the release of the assigning Project Owner from its obligations hereunder: (i) any entity that is an affiliate of Project Owner; (ii) any other party comprising Project Owner; (iii) any entity or person that acquires or leases all or substantially all of the Project Site; and (iv) any property owners association tasked with responsibility for maintaining open spaces within a defined area that includes the Project Site. As used herein, an "affiliate of Project Owner" means any entity that directly or indirectly controls or is controlled by or under common control with Project Owner (whether through the ownership or control of voting interests, by contract, or otherwise). Any attempt by Project Owner to assign or transfer this Agreement in violation of this Section will be voidable at City's sole discretion. Any contractor or subcontractor retained by Project Owner to perform and satisfy any terms, conditions or obligations under this Agreement shall receive a copy of this Agreement and be contractually required to comply with this Agreement. Project Owner shall be responsible for all contractors or subcontractors retained by Project Owner, or on its behalf, to perform any Maintenance Services under this Agreement.

12. **Project Owner's Default and Remedies**. If Project Owner fails to perform any of the material terms, conditions, or obligations required to be performed by Project Owner under this Agreement, and such failure continues uncured for a period of thirty (30) days following Project Owner's receipt of written notice from City specifying Project Owner's breach (or such longer cure period in those instances where the specified breach cannot reasonably be cured within such 30-day period, provided Project Owner commences to cure the specified breach within such 30-day period and thereafter diligently pursues such cure to completion), Project Owner shall be deemed to be in default under this Agreement (a "***Project Owner's Default***"). In the event of a Project Owner's Default, City, as its sole and exclusive remedy, may either (a) take all reasonable steps to cure such Project Owner's Default and recover damages from Project Owner for the direct costs and expenses incurred by City in such cure of Project Owner's Default; or (b) seek specific performance by Project Owner of the cure of such Project Owner's Default.

13. **Notices**. All notices, demands, consents, requests, approvals, disapprovals, designations or other communications (all of the foregoing hereinafter referred to as "notice") pursuant to this Agreement shall be in writing and delivered in person, by commercial courier or by first-class certified mail, postage prepaid. Notices shall be deemed to have been properly given if (a) served personally, or (b) mailed, when deposited with the United States Postal Service within the boundaries of the continental United States for registered or certified delivery, return receipt requested, with postage

prepaid, or (c) sent by receipted overnight courier, postage prepaid, or (d) sent by email, in each case addressed to the applicable recipient as follows:

To City:

City of Santa Clara
Attn: Director of Parks & Recreation
1500 Warburton Avenue
Santa Clara, California 95050
Or by facsimile at (408) 260-9719
or by email at parksandrecreation@santaclaraca.gov

To Project Owner:

Tasman East Station Holdco, LLC
c/o Ensemble Real Estate Investments
444 W. Ocean Blvd., Suite 650
Long Beach, CA 90802
Attention: Rob Gomez
or by email at rgomez@ensemble.net

The business day the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday, or on a holiday, shall be deemed to have been transmitted on the following business day. Any Party may change its address for notices by giving written notice to the other Party in the manner set forth above.

14. **Estoppel Certificate**. Project Owner may, at any time and from time to time, or in connection with the sale or transfer of the Project Site or any part thereof, or in connection with the leasing or financing or refinancing of the Project Site or any part thereof, deliver written notice to the City, requesting City to certify in writing to Project Owner or the prospective or current mortgagee, or prospective lessee or purchaser of the Project Site or any part thereof, that to the knowledge of the City (i) Project Owner is not in default in the performance of any of its obligations owed to the City hereunder, or, if in default, to describe therein the nature of any and all defaults, (ii) whether this Agreement has been modified, amended or assigned in any way by the City (and if it has, then stating the nature thereof), (iii) this Agreement as of that date is in full force and effect, and (iv) such other information as the Project Owner may reasonably request. City shall execute and return such certificate within fifteen (15) days following the receipt thereof.

15. **General Provisions**.

(a) Entire Agreement. This Agreement, including all Exhibits attached thereto, constitutes the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Parties acknowledge and agree that this Agreement satisfies in full any and all obligations of Project Owner under the Park Improvement

Agreement and Applicable Laws with respect to maintenance and repairs of the Parklands and the Parklands Improvements.

(b) Amendment. The provisions of this Agreement may be altered, amended, or repealed, in whole or in part, only by the mutual agreement of the Parties in writing.

(c) Waiver. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

(d) Construction. Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein: (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (ii) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific Section or paragraph; (iii) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" and (iv) "shall," "will" and "must" are mandatory and "may" is permissive. The Parties have jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the Party who drafted a particular provision of this Agreement.

(e) Severability. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

(f) Actions by City. Where this Agreement requires or permits City to act and no officer of the City is specified, the City Manager or the designated representative of the City Manager has the authority to act on City's behalf.

(g) Binding Nature. Subject to the provisions of Section 11 and this Section, this Agreement binds and inures to the benefit of the Parties and their respective successors, assigns and legal representatives. Upon the request of either Party, the Parties shall execute and record in the Official Records of Santa Clara County a mutually acceptable memorandum of this Agreement with respect to those portions of the Project Site owned by each Project Owner then bound by this Agreement.

(h) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

(i) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the

same instrument; and, the Parties agree that the signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form: Dated:_____

_____ _____

Glen Googins

City Attorney

City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

Dated: August 28, 2024

Tasman East Station Holdco, LLC,
a Delaware limited liability company

By: Ensemble Investments, LLC,
an Arizona limited liability company, its Manager

_____
Name: Kambiz Babaoff
Title: Manager

Business Address: 444 W. Ocean Blvd., Suite 60
Long Beach CA 90802
Email Address: rgomez@ensemble.net
Telephone: (562) 435-0659

"PROJECT OWNER"

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On September 3, 2024 before me, Sharon K. Foster, Notary Public,
(Here insert name and title of the officer)

personally appeared Kambiz Babaoff

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Sharon K. Foster
Signature of Notary Public

(Notary Seal)

SHARON K. FOSTER
Notary Public - California
Los Angeles County
Commission # 2363461
My Comm. Expires Jun 30, 2025

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

C 2004-2015 ProLink Signing Service, Inc. – All Rights Reserved www.TheProLink.com – Nationwide Notary Service

Exhibit A-1
to
Park Maintenance Agreement

Legal Description of Parcel 19

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 22, as shown upon that certain Map entitled, "Parcel Map being a portion of the Ulistac Rancho", which Map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on February 27, 1976, in Book 368 of Maps at Pages 14 and 15.

APN: 097-46-019

Exhibit A-2
to
Park Maintenance Agreement

Legal Description of Parcel 29

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA CLARA, IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel One:

Parcel 1, as shown on that certain Parcel Map filed for record in the Office of the Recorder of the County of Santa Clara, State of California on December 16, 1996 in Book 684 of Maps at Pages 45 and 46.

Excepting therefrom that portion of said land conveyed to the Santa Clara County Transit District in that certain Grant Deed recorded December 06, 1999 as Instrument No. 15079054, and more particularly described as follows:

All of that certain property situated in the City of Santa Clara, County of Santa Clara, State of California, and being a portion of Parcel 1, as said Parcel 1 is shown on that certain Parcel Map filed in Book 684 of Maps at Pages 45-46, records of Santa Clara County, California and more particularly described as follows:

Beginning at the southeasterly corner of Parcel 1, said point also being on the northerly line of Tasman Drive as said Parcel and Drive are shown on said Parcel Map, thence southwesterly along the southerly line of said Parcel 1 (northerly line of Tasman Drive) the following two (2) described courses: 1) from a tangent bearing of South 63° 22' 16" West along a curve concave northwesterly with a radius of 2951.84 feet through a central angle of 2° 22' 12" and an arc length of 122.10 feet to the beginning of a compound curve concave northerly with a radius of 40.00 feet; 2) westerly along the last said curve (with radius 40.00 feet) through a central angle of 76° 10' 54" and an arc length of 53.18 feet to a point of cusp with a curve concave northerly with a radius of 37.00 feet; thence leaving said southerly line of Parcel 1 (northerly line of Tasman drive) from a tangent bearing of South 50° 57' 32" East along the last said curve (with radius 37.00 feet) through a central angle of 62° 56' 16" and an arc length of 40.64 feet; thence South 23° 53' 48" East 3.00 feet; thence North 66° 06' 12" East 127.93 feet to the northeasterly line of said Parcel 1; thence southeasterly along said northeasterly line of Parcel 1; thence southeasterly along said northeasterly line of Parcel 1 South 27° 00' 29" East 3.74 feet to the point of beginning.

By Deed recorded December 21, 2010 as Instrument No. 21012786, the Santa Clara Valley Transportation Authority, a public agency, assigned and conveyed their interest to the City of Santa Clara, a chartered municipal corporation of the State of California.

Parcel Two:

An easement for Private Ingress-Egress 13 feet wide over Parcel 2 for the benefit of Parcel 1, as shown on the Map filed December 16, 1996 in Book 684 of Maps at Pages 45 and 46.

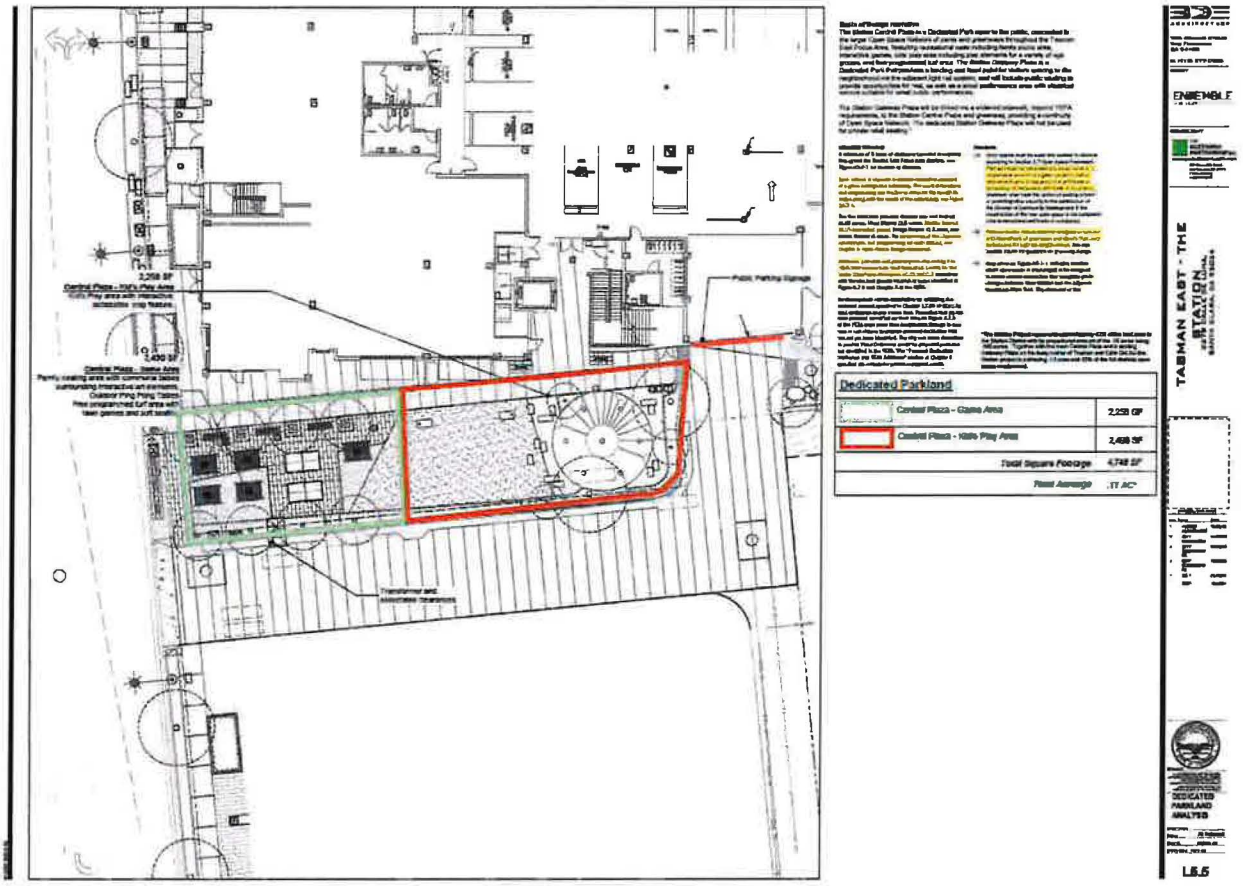
Parcel Three:

An easement for Emergency Vehicle Ingress-Egress 13 feet wide over Parcel 2 for the benefit of Parcel 1, as shown on the Map filed December 16, 1996 in Book 684 of Maps at Pages 45 and 46.

APN: 097-46-029

Exhibit B-1
to
Park Maintenance Agreement

Diagram of Parklands



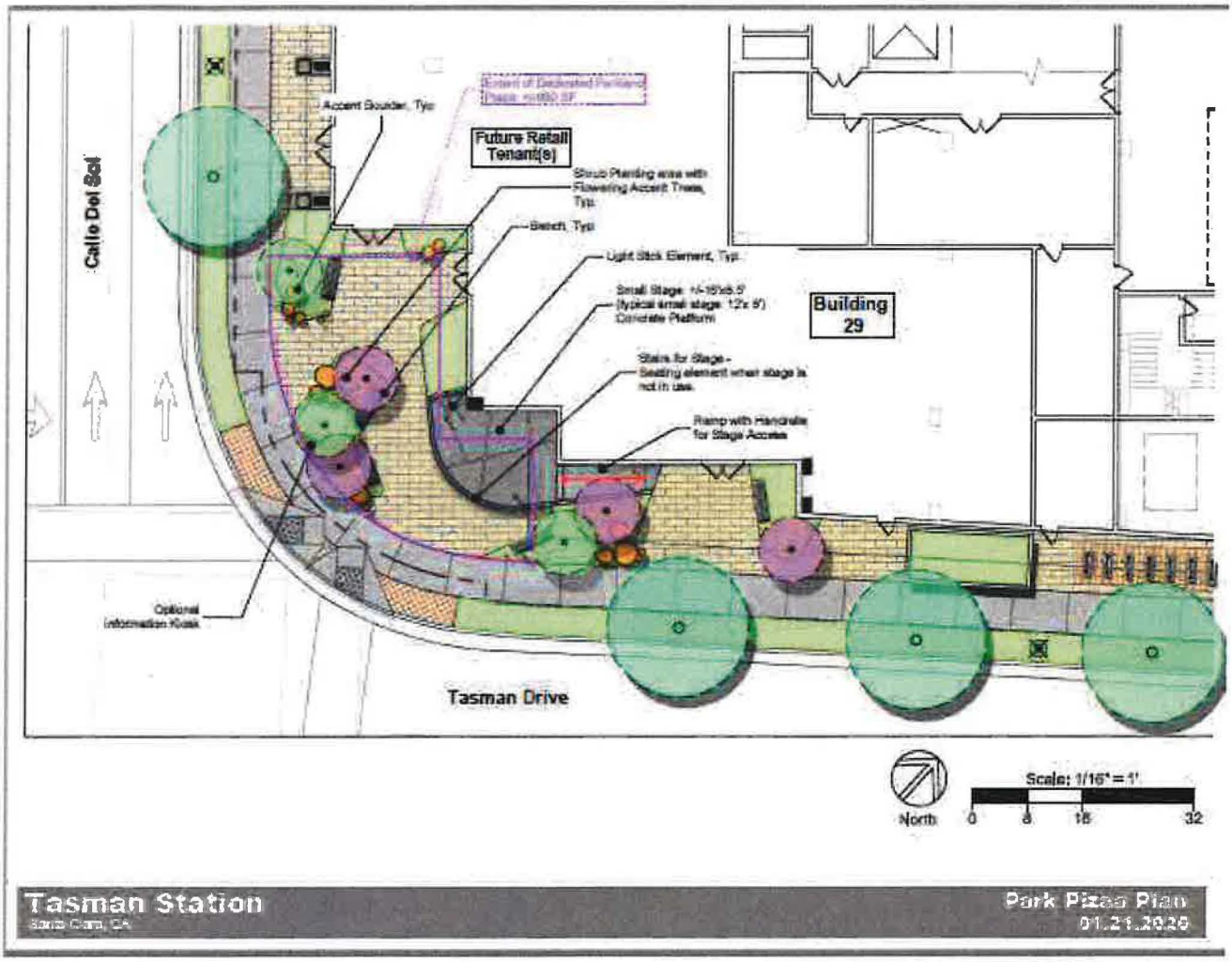
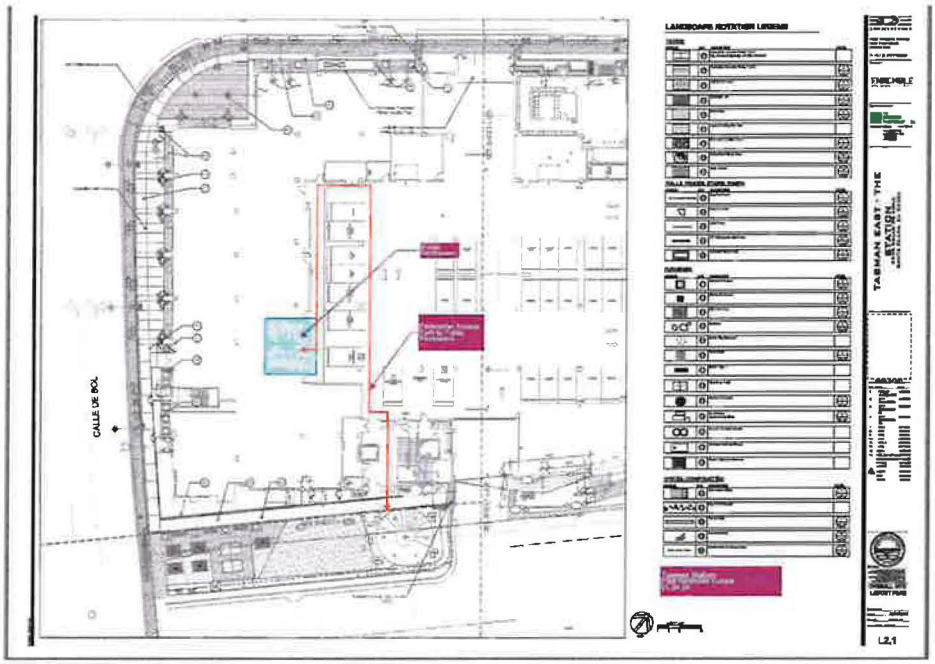

Calle Del Sol
Accent Boulder, Typ
Future Retail Tenant(s)
Shrub Planting area with Flowering Accent Trees, Typ
Bench, Typ
Light Stick Element, Typ
Small Stage
Concrete Platform
Building 29
Stairs for Stage - Seating element when stage is not in use.
Ramp with Handrails for Stage Access
Optional Information Kiosk
Tasman Drive
North
Scale: 1/16" = 1'
0
8
16
32
Tasman Station
Santa Clara, CA
Park Plaza Plan
01.21.2020

Exhibit B-2
to
Park Maintenance Agreement

***Additional Public Facilities* - Diagram of Restrooms and Drinking Water Facility**



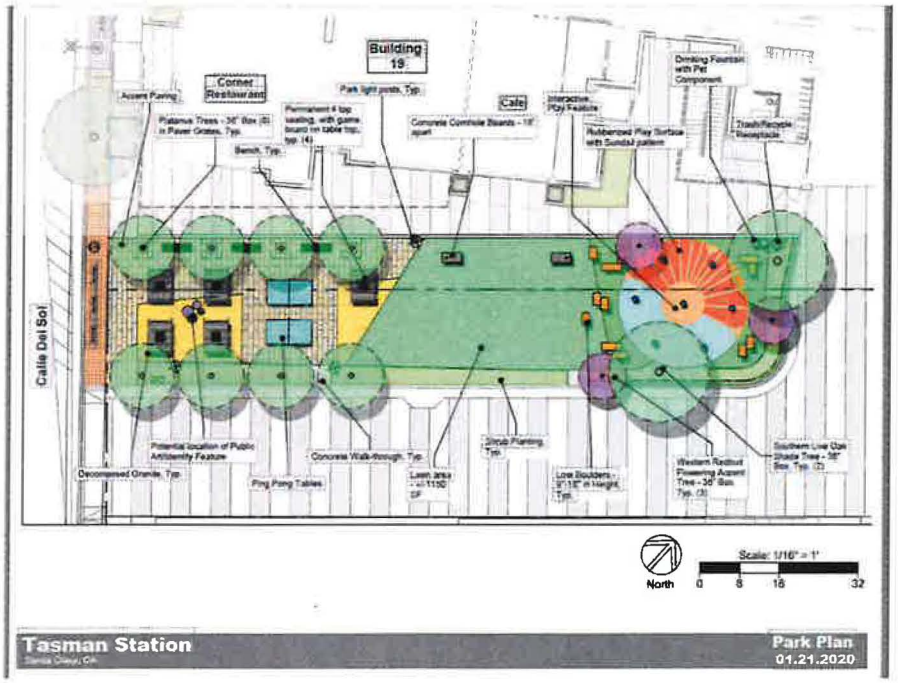


Exhibit C
to
Park Maintenance Agreement

Landscape Maintenance Specifications and Requirements for City of Santa Clara Parks

Turf Care

1. Mowing to be performed at a uniform height in alternating patterns on a weekly basis. Mulching mowers are allowed. Turf to be clean of debris upon completion.
2. Edging along sidewalks and curbs with power edger, weekly.
3. A 6" - 12" buffer zone to be maintained around all obstacles including buildings, fencing, light fixtures, signs, trees, etc., weekly.
4. Mechanical aeration to be performed two times per year.
5. Overseeding of turf, weekly due to pet damage.
6. Annual fall overseeding included as part of the overall maintenance program.
7. Fertilize turf 4x per year, not to exceed 6lb of Nitrogen per 1000 sq.ft annually.
8. Spray broadleaf weeds quarterly.

Ground Cover, Shrubs And Vine Care

1. Pruning shall be performed to maintain neat, clean and well defined appearance within all general boundaries including sidewalks and structures.
2. A 6" - 12" buffer zone to be maintained around all obstacles including buildings, fencing, light fixtures, signs, trees, etc.
3. Fertilize 3x per year.
4. Mulch all bare planter areas quarterly with approved Recology arbor mulch.

Tree Care

1. Pruning shall be performed to develop trunk caliper and scaffolding branches and includes the removal of dead and damaged branches, which can be reached from the ground with an extension pole pruner.
2. Prune for 8' clearance over walkways and 15' over parking areas and streets.
3. Labor and materials for tree staking, ties and guying requirements are included.

Plant Health

1. Control diseases, pests and weeds mechanically and via product material per approved guidelines and requirements.
2. Apply fertilization product material to provide lush, green and healthy appearance, to maintain all plant material in a state of perpetual growth. After application process, clean up any overspray of product material, immediately.
3. Provide any tests and reports as required once per year, to investigate soil chemistry, disease and insects and other factors to maintain the landscape in a healthy state.

Disease, Pest and Weed Control

1. Control all plant material diseases, pests, weeds and rodents mechanically and via approved product material per Department of Pesticide Regulation, County of Santa Clara Agriculture Commissioner and City of Santa Clara Integrated Pest Management guidelines and requirements.
2. Spray or manually remove weeds in all hardscape on a monthly basis.

Irrigation Management

1. Manage controller units for scheduled operation during evening hours. Provide system adjustments, cleaning, modifications and minor repairs to meet plant requirements, resulting in maximizing water usage, while minimizing runoff and overspray.
2. Provide monthly system inspections. Complete thorough irrigation inspections in February and September and report via Irrigation Tracking Sheets.
3. Repairs per unit pricing rates.
4. Hand watering is included, to maintain plant material in a healthy state, which has inadequate irrigation coverage.

Extra Work

1. Sod replacement and shrub replacement as needed to maintain a full and lush appearance.
2. Plant and irrigation replacements required due to damage by others.
3. In-fill and installation of decomposed granite pathway material.

General

1. Daily: Site review and trash clean up to be performed first thing each morning. Walkways to be swept or blown for pedestrian access. Equipment commencement after 8:00a.m.
2. Rake and groom decomposed granite pathways weekly.

Graffiti Abatement

Damaged Signs and Park Elements: Within one (1) week of identification In Instances of Objectionable Content: Within twenty-four (24) hours of identification

Playground Maintenance/Routine

1. Follow all safety precautions and wear all appropriate personal protective equipment
2. Check overall assessment of equipment.

3. Inspect all components to ensure parts are not missing
4. Check equipment for unsafe conditions. No missing guards or rails
5. Check equipment for proper function, make adjustments if needed
6. Check painted surfaces for a consistent painted finish
7. Painted surfaces show a consistent painted finish. Is repainting needed?
8. Ensure equipment anchored and secured correctly
9. Tighten any loose parts that need adjustment
10. Check for any signs of corrosion or rust
11. Lubricate moving parts as necessary

EXHIBIT D

INSURANCE REQUIREMENTS

As used herein, the term "Contractor" shall mean and refer to the party providing the insurance, whether Property Owner or its contractors or subcontracts. Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

   $1,000,000 each occurrence
   $1,000,000 general aggregate
   $1,000,000 products/completed operations aggregate
   $1,000,000 personal injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

   a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

   b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

   c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad

as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars ($1,000,000) policy limit Illness/Injury by disease, and one million dollars ($1,000,000) for each Accident/Bodily Injury.

2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

   a. Contractor shall provide City with written notice at least ten (10) days prior to the effective date of any cancellation of the coverage provided due to non-payment of premiums. In the event of non-

renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Contractor shall provide City with written notice at least thirty (30) days prior to the effective date of any cancellation of the coverage provided due to any cause save and except non-payment of premiums. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit D, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the

endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Parks & Recreation Department
P.O. Box 100085 – S2
Duluth, GA 30096

or

1 Ebix Way
John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.