

**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 IMPROVEMENT AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND SHAC TASMAN CDM APARTMENTS LLC**

This PARK AGREEMENT (this “**Agreement**”) is entered into by and between the CITY OF SANTA CLARA, a chartered California municipal corporation with its principal place of business located at 1500 Warburton Ave, Santa Clara, CA (“**City**”), and SHAC TASMAN CDM APARTMENTS LLC, a Delaware limited liability company with its principal place of business located at 3000 Executive Parkway, Suite 450, San Ramon, CA 94583 (“**Developer**”). City and Developer may be referred to herein individually as a “**Party**” or collectively as the “**Parties**” Or “Parties to this Agreement.” It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

RECITALS

City and Developer 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. Developer is the owner of approximately 3.06 acres of real property located at the northeastern corner of Calle del Mundo and Lafayette in the City of Santa Clara, State of California, as more particularly described and depicted on **Exhibit A** attached

hereto (the “**Property**”). The Property is located within the boundaries of the Tasman East Focus Area Plan.

B. Developer intends to develop the Property with a new very high density residential development consisting of 347 dwelling units, parking, and other associated improvements (the “**Project**”). City approved Architectural Review (PLN2018-13440) and a Lot Line Adjustment for the project in March of 2019.

C. Santa Clara City Code (“**SCCC**”) Chapter 17.35 requires new residential development to dedicate adequate park and recreational land and/or pay a fee in-lieu of parkland dedication, for the purpose of developing new or rehabilitating existing parks and recreational facilities (the “**Parkland Requirements**”). The development of the Project is subject to the Parkland Requirements.

D. Developer proposed to submit the Project uniformly under the Mitigation Fee Act provisions of SCCC Chapter 17.35. The Project will generate an estimated 777 Residents (2.24 persons/household x 347 units). Based on the Mitigation Fee Act (MFA) Dedication Standard of 2.53 acres of parkland per 1,000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is 1.9665 acres. The equivalent fee in lieu of parkland dedication is \$7,999,391.

E. Developer intends to satisfy the Parkland Requirements for the Project in part by dedicating the “**Public Park**” defined and depicted on **Exhibit B** attached hereto to City for parkland and recreational purposes. Developer will dedicate the **Public Park** as a fee simple estate as described on **Exhibit B**.

F. Developer intends to satisfy the remaining balance of the Parkland Requirements for the Project through payment of the in-lieu fee established pursuant to SCCC Chapter 17.35 in accordance with the Mitigation Fee Act.

G. Developer intends to construct and improve the Public Park with certain park improvements and recreational facilities (the “**Park Improvements**”) as described and depicted in the plans and specifications attached as **Exhibit C** hereto (the “**Park Improvement Plans**”).

H. Upon completion of the Park Improvements, City intends to accept the Public Park and the Park Improvements constructed thereon in accordance with this Agreement.

I. Calculation of the SCCC Chapter 17.35 Parkland Requirements for the Project, including the acreage of the dedicated Public Park (as described in Recital J below) of the Project, the credit for eligible on-site private parkland and recreational amenities devoted to Active Recreational Uses for each Phase, and the remaining fee due in lieu of parkland dedication for each Phase, is attached hereto as **Exhibit D**.

J. Developer intends to construct the Public Park in the following Phases: “**Phase I**”, consisting of fifteen thousand seven hundred (15,700) square feet of public

park, and “**Phase II**” consisting of the remainder portion of twenty-five hundred (2,500) square feet of public park. Exhibit B depicts Phase I and Phase II of the Public Park.

K. Developer and City intend for the fees in lieu of parkland dedication to be paid and the Park Improvements to be constructed and completed as set forth herein.

AGREEMENT

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

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

2. **Design and Construction of Park Improvements.**

(a) **Construction Documents.** City has previously approved the schematic design plans for the Park Improvements as shown in the Park Improvement Plans attached hereto as **Exhibit C.** Developer shall prepare and submit to City final plans and specifications for the Park Improvements (the “**Construction Documents**”), which shall substantially conform to the Park Improvement Plans. In addition to the Construction Documents, the Developer shall also submit at the same time soil and geotechnical reports for the areas of the Park Improvements.

(b) **Approval of Construction Documents.** City shall review and approve the Construction Documents, including plans and specifications, for the construction, design and improvements of the Public Parks prior to the start of construction, or review and provide comments regarding any necessary corrections thereto, in a prompt and timely manner, and in no event more than thirty (30) days after receipt of the Construction Documents from Developer. In the event that City provides comments regarding any necessary corrections to the Construction Documents, Developer shall promptly, within thirty (30) days, revise and resubmit the Construction Documents to City. City shall then approve such revised Construction Documents, or provide any further comments regarding any necessary corrections thereto, within ten (10) days after receipt of the revised Construction Documents from Developer. In the event that City provides any further comments regarding any necessary corrections to the Construction Documents, Developer shall promptly, within 30 days, revise and resubmit the Construction Documents to City. City and Developer shall repeat this process for the approval of the Construction Documents specified in this Section until the City approves the Construction Documents. City’s review of the Construction Documents pursuant to this Section shall be limited to conformance with Park Improvement Plans, Parks & Recreation Department Park Amenity & Design Standards, and City’s applicable Standard Specifications for Public Works Construction.

(c) Construction. The Park Improvements for each Public Park shall be constructed in compliance with City approved Construction Documents. Developer, through its design professionals, shall review and approve all materials of construction and provide a copy of all approved material submittals to City for use during the construction phase. Developer and Developer's construction contractor shall provide regular construction updates of construction schedule activities to allow City, at its discretion, to perform inspection of work progress and, if desired by City, testing of materials. At City's discretion, City may inspect the Park Improvements during construction to ensure conformity with plans and standards. Developer shall commence and complete the construction of the Park Improvements at such times as Developer deems desirable, subject to the phasing requirements set forth in Section 3 below. Developer to provide reasonable notice, a minimum of two weeks, prior to the start of construction on a phase of park construction.

(d) Changes to Park Improvement Plans. Any material changes to the Park Improvement Plans must be in writing and shall be subject to the prior written approval of City and Developer in their respective reasonable discretion. Within 60 days of completion of the Park Improvements, Developer shall provide the City with one complete set of paper and digital format files of the as-built drawings showing all park improvements as actually constructed in the field.

(e) Completion of Construction; Final Inspection. When Developer completes the construction of the Park Improvements for each Phase, Developer shall provide written notice of completion to City ("**Notice of Completion**") and request a walk-through inspection. Developer shall also provide soil and geotechnical reports for City review and acceptance. Within five (5) business days following the date of City's receipt of the Notice of Completion for each Phase, City shall conduct a final inspection of the applicable Park Improvements (the "**Final Inspection**"). If, during the Final Inspection, City determines that the Park Improvements have not been completed in accordance with the approved Construction Documents, City shall prepare a punch list of all items to be completed by Developer and shall provide such punch list to Developer five (5) business days following the Final Inspection. If City delivers such punch list to Developer, then Developer shall undertake to repair such punch list items in a diligent manner. Upon completion of the punch list work, Developer shall request another Final Inspection from City and within five (5) business days following such written notice from Developer, City shall conduct another Final Inspection. If City determines that the punch list work is complete, City shall immediately deliver a notification of final completion to Developer. If City determines that the punch list work is not complete, then City and Developer shall repeat the Final Inspection/punch list procedures specified in this Section until the successful completion of the punch list work.

(f) Acceptance. The Public Park, including the Park Improvements, shall be granted by Developer to City by separate instrument after the Park Improvements thereon have been inspected and accepted by City pursuant to Section 2(e) of this Agreement. City shall accept dedication of fee title to the Public Park by means of a grant deed in form and substance acceptable Developer and City (the "Park Grant Deed"). The

City shall accept the Park Improvements (including Phase II, if not completed when the Phase 1 portion of the Park Improvements is complete) prior to its use by the general public. The close of escrow for the Public Park shall occur no later than sixty (60) days after the completion and acceptance of the Phase I component of the Public Park by the City. City shall open escrow and request a preliminary title report for the Park to facilitate the transfer of the easement from Developer and Owner to City. Developer shall cause to be provided to City, concurrently with the conveyance of the Park Easement to City, a C.L.T.A. owner's form policy of title insurance, issued by the title company where escrow is open, with City named as the insured, in the amount of \$1,532,961. All title and escrow fees to be paid by Developer. Transfer shall be at Developer's and Owner's sole cost.

(g) Maintenance and Repair. Prior to the acceptance of the Park Improvements by City, Developer shall, at its sole cost and expense, maintain, repair, replace and insure the Park Improvements until City acceptance of the Park Grant Deed. Following City acceptance of the Park Improvements and the Park Grant Deed, Developer shall maintain the Park Improvements pursuant to, and as governed solely and exclusively by, a separate Park Maintenance Agreement entered into between Developer and City concurrently with or subsequent to their execution of this Agreement (the "Park Maintenance Agreement").

(h) Hold Harmless/Indemnification. Developer and its successors in interest agree to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents, and employees from and against any and all claims, injury, demands, losses, damages, liabilities, costs, expenses, charges, administrative and judicial proceedings and orders, judgments, and reasonable attorneys' fees and costs (collectively, the "**Losses**") to the extent caused by Developer's failure to perform its construction or maintenance obligations with respect to the Public Park, except to the extent arising from the willful misconduct or grossly negligent acts or omissions of the City or its officers, employees and agents, or to the extent arising from the use of the Public Park by the public (except as set forth below). City shall defend, indemnify and hold Developer, 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 Public Park 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 Developer's obligations to maintain or repair the Public Park in accordance with this Agreement.

3. Phasing of Park Improvements. Developer shall have the right to construct the Project in the Phases set forth in the Recitals; provided, however, that in constructing the Project, Developer shall comply with the following Park Improvements phasing and completion requirements.

(a) Phase I Park Improvements. Developer shall complete construction of the Park Improvements for Phase I in accordance with the City approved Construction Documents within twelve (12) months following the Certificate of Occupancy of the apartment building component of the Project, in accordance with the City approved Construction Documents.

(b) Phase II Park Improvements.

i. If, within 5 years after the payment of park in lieu fees to the City pursuant to this Agreement, the shared driveway and storm drain easements (Recorded March 4, 1977, Book C642, Page 590, Official Records and recorded November 30, 1977, Book D309, Page 107) encumbering Phase II are quitclaimed or otherwise terminated by the owner of Lot 4 of Parcel Map recorded February 27, 1976 in Book 368 of Maps at Pages 14-15, APN: 097-05-061, such quitclaim being in form and substance satisfactory to Developer ("**Quitclaim**") and Developer has completed the Phase II component of the Park Improvements, then within thirty (30) days after such completion, City shall refund Developer the sum of \$210,527 ("**Phase 2 Park In Lieu Fee Valuation**"), which represents the land value of Phase II that was included in the Phase 1 Park In Lieu fees paid pursuant to this Agreement.

ii. If more than 5 years elapse between payment of park in lieu fees to the City pursuant to this Agreement and completion of the Phase II component of the Park Improvements, the City shall not refund any of the Phase 2 Park In Lieu Fee Valuation, and

1. Developer shall prepare an Engineer's Estimate for the cost to construct the Public Park Phase 2 schematic design (as reviewed by the Parks and Recreation Commission and approved by City Council), plus the cost of demolition, less the \$18,321.90 park construction fee paid as a part of the parkland dedication fee ("**Phase 2 Completion Cost**").

2. If Developer has not constructed the Phase II portion of the Public Park prior to City's acceptance of the Phase I component of the Public Park, Developer shall pay the Public Park Phase 2 Completion Fee to the City and thereafter City (and not Developer) shall be obligated to construct the Phase II portion of the Public Park. The "**Public Park Phase 2 Completion Fee**" shall be an amount equal to the Phase 2 Completion Cost adjusted to the current Engineering News Record unit pricing, or as mutually agreed upon between the City and Developer before the issuance of Phase I Public Park acceptance.

(c) Completion of Park Improvements. For the purposes of this Section 3, the Park Improvements shall be deemed to be "completed" when Developer has completed construction of the applicable Park Improvements in accordance with City approved Construction Documents and delivered the Notice of Completion (as defined in Section 2(f)) to City. The Parties agree that the Park Improvements shall be deemed complete for the purpose of this Section 3 prior to such Park Improvements undergoing Final Inspection by City and prior to their acceptance by City.

4. Payment of Parkland In Lieu Fee. Developer and City agree that the Parkland In Lieu Fee to be paid (or refunded) for each Phase of the Project is set forth on the schedule attached hereto as Exhibit E ("**Parkland In Lieu Fee Payment Schedule**").

The Parkland In Lieu Fee payments take into account the calculation of SCCC Chapter 17.35 Parkland Requirements for the Project, the acreage of the dedicated Public Parks, the value of the Park Improvements to the dedicated parkland, and the credit at 50% for eligible on-site private parkland and recreational amenities devoted to Active Recreational Uses.

(a) Park Fees and Credits. The Project will generate an estimated 777 residents (2.24 persons/household x 347 units). Based on the MFA standard 2.53 acres/1,000 residents, the amount of public parkland required for this Project to mitigate the impact of the new resident demand is approximately 1.9665 acres. The equivalent fee due in lieu of parkland dedication is calculated at \$7,999,391.

- i. Public Park Dedication. Developer is providing the 15,700 square foot public park in fee title to the city. The value for this portion of the park is **\$1,322,390** per Exhibit D.
- ii. Private Onsite Credit. Developer is providing 29,292 square feet of on-site Park and Active Recreation space per Exhibit D. The credit for this is provided at 50%, for a total of \$1,233,613.
- iii. Park Fees. The total balance of fees due for Phase I of the park is **\$5,443,338**, as shown in Exhibit D.
- iv. Phase II Reimbursement. The Public Park Phase II square footage, in the amount of 2,500 square feet, is the equivalent of **\$210,572** and is included in the total park fee amount shown in 4.(a)iii. and shall be paid by Developer at the time Park Fees are paid. If Phase II of the Public Park is completed (defined in Section 3) and dedicated to City within 5 years of payment of Park In Lieu fees to City, the City shall refund this amount to Developer.

(b) Timing of Payments. Developer shall pay the Parkland In Lieu Fee as shown on Exhibit E prior to issuance of the first residential building permit for the Project.

5. 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, in each case addressed to the applicable recipient as follows:

If 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

If to Developer:

SHAC Tasman CDM Apartments LLC
3000 Executive Parkway, suite 450
San Ramon, CA, 94583
ATTN: COO

Copy to:

SHAC Tasman CDM Apartments LLC
777 California Avenue, Palo Alto, California 94304
Attn: General Counsel

Either Party may change its address for purposes of this Section by giving written notice to the other Party. All notices shall be deemed given and received, if served personally, when actually received and receipt is acknowledged in writing, upon delivery if delivered by commercial courier, or two (2) days after mailing if sent by United States Postal Service. If delivery of a notice is refused between the hours of 9:00 A.M. and 5:00 P.M. on a business day, or fails because of a changed address of which no notice was given, then such notice shall be deemed given and received, if mailed or sent by courier, at the time delivery was first attempted, as shown by postal or courier receipt.

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

7. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable ("**Court Invalidation**"), it shall in no way affect, impair or invalidate any other provisions hereof, and the other provisions shall remain in full force and effect.

8. **Assignment.** Developer's rights and obligations set forth in this Agreement shall be transferable and assignable to any subsequent fee owner of the Project without the need for City's prior consent or approval; provided, however, that at the time of any such transfer or assignment of Developer's fee interest in the Project Developer shall (i) notify City in writing of the transfer/assignment and (ii) deliver to City an assignment and assumption agreement executed by Developer and its transferee/assignee pursuant to which Developer's transferee/assignee assumes all of Developer's obligations set forth herein with respect to the Project which accrue or arise from and after the date of the

assignment, including the obligations for installation of the Park Improvements, dedication of the Park in fee title, and payment of the Parkland In-Lieu Fee. After the date that such transfer/assignment occurs and a copy of the fully executed assignment and assumption agreement has been delivered to City, the transferor/assignor shall be released from all liabilities and obligations hereunder which accrue or arise from and after the date of the assignment. As used in this Agreement, the term "Developer" shall be deemed to include any such transferee/assignee after the date such transfer/assignment occurs.

9. **Construction of Agreement.** This Agreement and each of the provisions herein, has been reached as a result of negotiations between the Parties and their respective attorneys. This Agreement shall not be deemed to have been prepared by, or drafted by, any particular Party or Parties hereto, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party or Parties shall not be employed in the interpretation of this Agreement. The language in this Agreement in all cases shall be construed as a whole and in accordance with its fair meaning.

10. **Attorney's Fees.** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of the wrongful acts of the other Party, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit.

11. **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.

12. **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.

13. **Mortgagee Protection.** Nothing in this Agreement shall be interpreted to render invalid any deed of trust or mortgage encumbering any portion of the Property. No beneficiary under any such deed of trust, purchaser at a foreclosure sale of such deed of trust, or grantee of a deed in lieu of foreclosure shall be obligated to cure any default of the previous owner of the Property unless such obligation is expressly assumed in writing, provided that the purchaser or grantee upon receiving title to the Property shall take title subject to this Agreement and shall assume the obligations of Developer accruing from and after the date the purchaser or grantee received title.

[Remainder of Page Intentionally Blank; Signatures Follow]

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: _____

BRIAN DOYLE
City Attorney

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

“CITY”

SHAC TASMAN CDM APARTMENTS LLC, a Delaware limited liability company

By: SHAC TASMAN CDM APARTMENTS VENTURE LLC, a Delaware limited liability company

By: SHAC Tasman CDM Apartments Manager LLC, a Delaware limited liability company, its manager

By: SummerHill Apartment Communities, a California corporation, its managing member

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“DEVELOPER”

EXHIBIT A
PROPERTY
LEGAL DESCRIPTION

Real property in the City of Santa Clara, County of Santa Clara, State of California, described as follows:

TRACT A:

PARCEL ONE:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP, 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 PAGE\(S\) 14 AND 15](#).

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR THE SOLE PURPOSE OF CONSTRUCTING AND USE OF A COMMON DRIVEWAY OVER AND ACROSS THE WESTERLY 12.5 FEET OF THAT CERTAIN REAL PROPERTY DESCRIBED AS PARCEL 4 ON THAT CERTAIN PARCEL MAP FILED ON FEBRUARY 27, 1976 IN [BOOK 368 OF MAPS, AT PAGES 14 AND 15](#) IN THE SANTA CLARA COUNTY RECORDS.

TRACT B:

PARCEL ONE:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED ON FEBRUARY 27, 1976 IN BOOK 368, OF MAPS, AT PAGES 14 AND 15, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT OF WAY FOR VEHICLES AND PEDESTRIANS TOGETHER WITH ANY EASEMENT FOR INGRESS AND EGRESS IN CONNECTION THEREWITH, OVER, ACROSS AND UPON THE EASTERLY 11.0 FEET, FRONT AND REAR MEASUREMENTS, OF PARCEL 1, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED ON FEBRUARY 27, 1979 IN [BOOK 368, OF MAPS, AT PAGES 14 AND 15](#), SANTA CLARA COUNTY RECORDS AND AS GRANTED BY GARY S. 6085, ET AL., TO CASIMIR SZLENDAK, ET AL., BY DEED RECORDED OCTOBER 3, 1979 IN [BOOK E841, PAGE 688](#), AND AS INSTRUMENT NO. 6519358 OF OFFICIAL RECORDS OF SANTA CLARA COUNTY.

TRACT C:

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 ON FEBRUARY 27, 1976 IN [BOOK 368 OF MAPS, AT PAGES 14 AND 15](#) IN THE SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE RIGHT-OF-WAY FOR VEHICLES AND PEDESTRIANS TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS IN CONNECTION THEREWITH, OVER, ACROSS AND UPON THE WESTERLY 14.0 FEET, FRONT AND REAR MEASUREMENTS, OF PARCEL 2, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP FILED ON FEBRUARY 27, 1976 IN [BOOK 368 OF MAPS, AT PAGES 14 AND 15](#) IN THE SANTA CLARA COUNTY RECORDS.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR DRAINAGE PURPOSES, APPURTENANT TO PARCEL 1, AS SAID

PARCEL 1 IS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA ON FEBRUARY 27, 1979 IN [BOOK 368 OF MAPS, AT PAGES 14 AND 15](#), ON, OVER, ACROSS THE SOUTHWESTERLY 14 FEET OF THE NORTHWESTERLY 188 FEET AND THE SOUTHWESTERLY 18 FEET OF THE SOUTHEASTERLY 17 FEET OF PARCEL 2 OF SAID AFOREMENTIONED PARCEL MAP, AS GRANTED IN THE DEED FROM SADDLEBACK ASSOCIATES, INC, A CALIFORNIA CORPORATION, TO SPARKS PROPERTIES, INC., A CALIFORNIA CORPORATION, RECORDED SEPTEMBER 04, 1981 UNDER RECORDER'S SERIES NO. [7158927](#), OFFICIAL RECORDS.

PARCEL FOUR:

AN EASEMENT FOR FIRE HYDRANT ACCESS OVER A STRIP OF LAND HAVING A UNIFORM WIDTH OF 6.00 FEET, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE RIGHT-OF-WAY AND INGRESS AND EGRESS EASEMENT RECORDED IN [BOOK E 841 OF THE OFFICIAL SANTA CLARA COUNTY RECORDS AT PAGE 690](#), SAID POINT OF BEGINNING BEING DISTANT THEREON NORTH 22° 24' 12" WEST 16.50 FEET FROM THE NORTHERLY RIGHT-OF-WAY OF CALLE DEL MUNDO (30 FOOT HALF STREET) AS SAID RIGHT-OF-WAY LINE IS SHOWN ON THE PARCEL MAP RECORDED IN [BOOK 368 OF MAPS AT PAGES 14 AND 15](#), OF SANTA CLARA COUNTY RECORDS; THENCE LEAVING SAID POINT OF BEGINNING AT A RIGHT ANGLE NORTH 67° 35' 48" EAST 13.00 FEET TO THE TERMINUS OF THIS DESCRIPTION.

AS GRANTED IN THE DEED FROM SADDLEBACK ASSOCIATES, INC., A CALIFORNIA CORPORATION, TO SPARKS PROPERTIES, INC., A CALIFORNIA CORPORATION, RECORDED OCTOBER 29, 1981 UNDER RECORDER'S SERIES NO. [7201273](#), OFFICIAL RECORDS OF SANTA CLARA COUNTY.

APN: 097-05-062 (Affects Tract A), 097-05-063 (Affects Tract B) and 097-05-064 (Affects Tract C)

**EXHIBIT B
DESCRIPTION
PARKLANDS PARCEL**

REAL PROPERTY SITUATE IN THE CITY OF SANTA CLARA, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 3, AS SAID PARCEL 3 IS SHOWN AND SO DESIGNATED ON THAT PARCEL MAP RECORDED FEBRUARY 27, 1976, FILED IN BOOK 368 OF MAPS, AT PAGE 14 IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY;

COMMENCING AT WESTERNMOST CORNER OF PARCEL 1, AS SAID PARCEL IS SHOWN ON SAID MAP, SAID POINT BEING ON THE NORTHEASTERN RIGHT-OF-WAY LINE OF LAFAYETTE STREET AS SHOWN ON SAID MAP;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHWEST LINE OF PARCELS 1, 2, AND 3 AS SHOWN ON SAID MAP, NORTH 67°35'48" EAST, 571.57 FEET TO THE POINT OF BEGINNING;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG THE NORTHWEST LINE OF SAID PARCEL 3, NORTH 67°35'48" EAST, 91.00 FEET TO THE NORTHERNMOST CORNER OF SAID PARCEL 3;

THENCE, ALONG THE NORTHEAST LINE OF SAID PARCEL 3, SOUTH 22°24'12" EAST, 200.00 FEET TO THE EASTERNMOST CORNER OF SAID PARCEL 3;

THENCE, ALONG THE SOUTHEAST LINE OF SAID PARCEL 3, SOUTH 67°35'48" WEST, 91.00 FEET;

THENCE, LEAVING SAID SOUTHEAST LINE, NORTH 22°24'12" WEST, 200.00 FEET TO THE POINT OF BEGINNING.

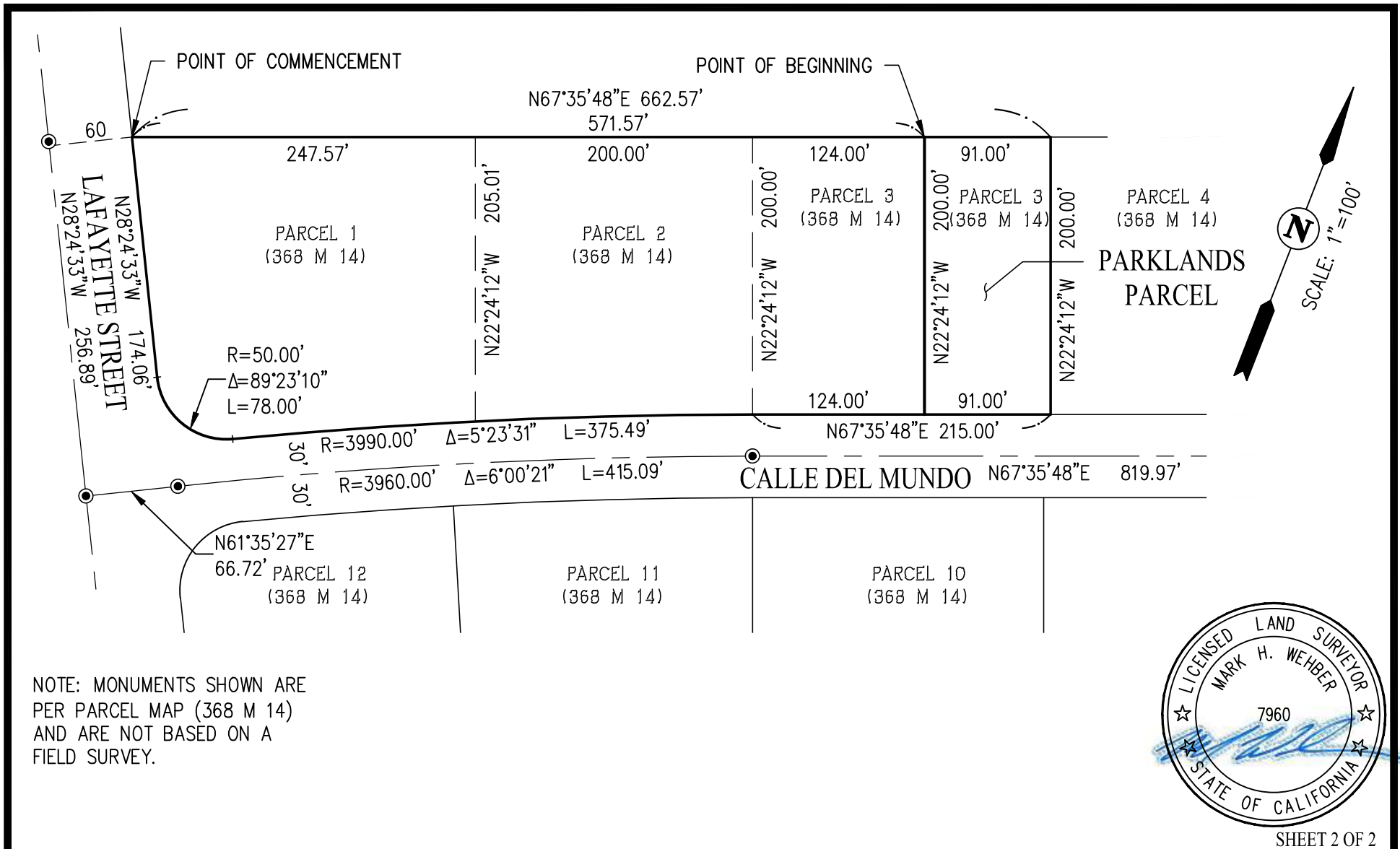
CONTAINING 0.418 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY, AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION



MARK H. WEHBER, P.L.S.
L.S. NO. 7960



PLAT TO ACCOMPANY DESCRIPTION

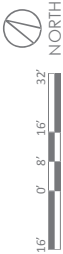
PARKLANDS PARCEL
CITY OF SANTA CLARA, SANTA CLARA COUNTY, CALIFORNIA
JULY 06, 2020



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

EXHIBIT C - PARK DESIGN



PRECEDENT IMAGERY



LEGEND

- 1 PARK ENTRYWAY WITH FOCAL ART ELEMENT OR SCULPTURE AND ENHANCED PLANTING
- 2 LARGE SHADE TREE, TYP
- 3 ACCENT TREE, TYP
- 4 QUIET DARK-LIKE AREA: MEANDERING PATHWAY, BENCH SEATING, AND LUSH PLANTING, TYP
- 5 DOG PARK: ENCLOSED DOG PARK AREA WITH 4' & 5' FT TUBE STEEL FENCING, SEPARATE AREAS FOR SMALL AND LARGE DOGS, SYNTHETIC TURF SEATING, DRINKING FOUNTAIN AND DUFFET PLAYING
- 6 LOOP PATHWAY WITH DECORATIVE BANDING IDEAL FOR STROLLING AND CHILDREN'S TRICYCLES/SCOOTER RIDING
- 7 PLAYGROUND: PLAY STRUCTURES AND FREE-STANDING ELEMENTS DESIGNATED FOR AGES 2-4 AND 5-12, COLORFUL POURED-IN-PLACE PLAY SURFACING, SEATING, AND BENCHES, AND A SHADY AREA FOR REST AND SHEDS. PLAY STRUCTURES & ELEMENTS WILL INCLUDE ALL ELEMENTS OF PLAY AND PHYSICAL ACTIVITY AS REQUIRED BY THE PARKS DEPARTMENT. SPECIFIC STRUCTURES & ELEMENTS WILL BE SELECTED DURING CONSTRUCTION DOCUMENTS.
- 8 FAMILY PICNIC AREA: PICNIC TABLES, CHARCOAL GRILLS AND HOT COAL BINS, SEATING, AND SPECIMIN SHADE TREE
- 9 FUTURE TERRACED CONNECTION TO CITY PLACE
- 10 EXISTING 12.5 DRIVEWAY EASEMENT
- 11 IMPROVEMENTS WITHIN THE EXISTENT MONUMENT OCCUR UNTIL ADJACENT PROPERTY DEVELOPS
- 12 CALLE DEL MUNDO STREETSCAPE WITH 4' WIDE SIDEWALK AND 4' WIDE CONTINUOUS PLANTING STRIP WITH STREET TREES. SEE CIVIL PLANS FOR SELECTIONS
- 13 BENCH SEATING, TYP
- 14 AREA LIGHTING, TYP
- 15 2' CLASS II BIKE RACKS (PARKING FOR 4 BICYCLES)
- 16 HIGH TEMPORARY FENCING TO BE REMOVED DURING PHASE 2 OF PARK CONSTRUCTION
- 17 JOINT TRENCH MANHOLE FLUSH WITH SIDEWALK
- 18 BIORETENTION AREA. SEE STORMWATER PLAN PALETTE ON SHEET U-5

NOTE: ALL PATHWAYS WILL BE DESIGNED TO BE ADA ACCESSIBLE.

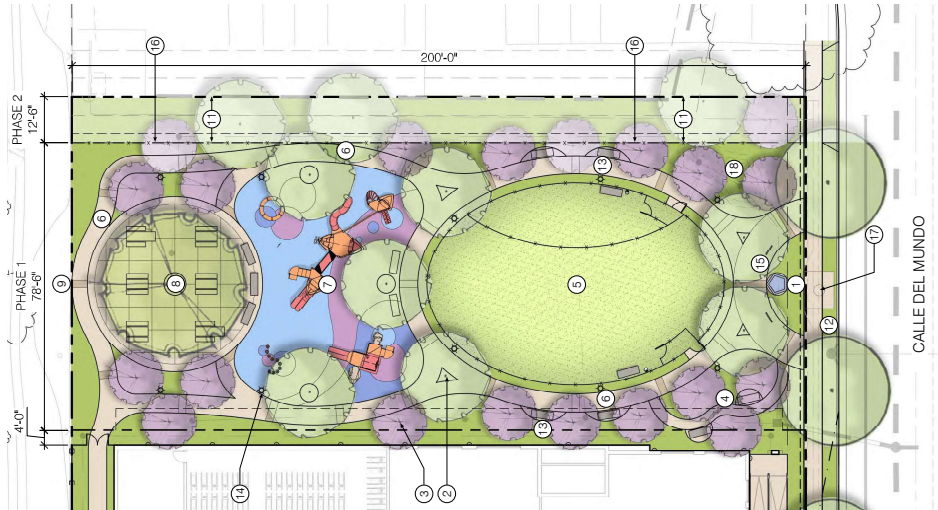


Exhibit D

Parkland Requirements

Developer's Project will develop 347 dwelling units generating an estimated 777 new residents (347 multi-family units at 2.24 persons). Based on the City's MFA standard of 2.53 acres of public neighborhood and community parkland per 1,000 residents, the Project is required to dedicate 1.9665 acres of public parkland and/or pay an equivalent fee due in lieu of the total parkland dedication in the amount of \$7,999,391. In lieu fees are published in the Municipal Fee Schedule.

Developer has proposed to meet the required parkland dedication of 1.9665 acres through one mini park, totaling 0.3604 acres and to pay the remainder owed as a fee in lieu of dedication in the amount of \$6,765,778.

According to City Code 17.35, projects may submit a written request for up to 50% credit against the amount of parkland dedication or the amount of the in-lieu fee thereof for eligible onsite private parkland and recreational amenities devoted to Active Recreational Uses provided the development meets the requirements contained in Santa Clara City Code 17.35.070. This Project includes 0.6725 acres of private active recreational amenities. The credit is therefore approximately 0.3362 acres, or \$1,233,613 in value. The balance of fees due in lieu of parkland dedication is \$5,443,388.

In summary, the calculations above are:

\$7,999,391 Fee due In Lieu of Parkland Dedication
-\$1,322,390 Value of Dedicated Parkland (Phase 1)
-\$1,233,613 Credit for Onsite Private Parkland and Recreational Amenities
\$5,443,388 Balance of Fee Due In Lieu of Parkland Dedication

Table 1. Computation of Parkland Dedication

Project Unit Type: Multi Fam Dwelling	Mitigation Fee Act
Persons/Dwelling Type	2.24
Multi Family Project Units	347
Residents	777
Parkland Dedication Required(acres): R/1000x3	1.9665
Fee In Lieu of Parkland Dedication	\$7,999,391

Table 2. Public Parkland Dedications Proposed, Service Level

Parkland Proposed	Square Feet	Acres	Type of Dedication
Phase I	15,700	0.3604	Fee Title
Phase II*	2,500	0.0574	Fee Title
Total to be dedicated:	18,200	0.4178	Fee Title

Total Proposed Dedicated Public Parkland Value for Phase 1 and Phase 2:	\$1,532,961	
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*Note: Developer will pay in lieu fee for Phase II, and will only be reimbursed/receive credit if constructed as outlined above in Section 4(a)(iv), but the land will be dedicated free of encumbrances to the City in fee title either way.

Table 3. Credit for Proposed Private Onsite Park & Recreation “Active Rec Uses”

	Square Feet	Acres
Level 3 Club Room	2076	0.0477
Level 3 Amenity Room	1047	0.0240
Level 3 Courtyard East	4268	0.0980
Level 3 Courtyard Center	8207	0.1884
Level 3 Courtyard West	7441	0.1708
Level 7 Terrace East	1391	0.0319
Level 7 Terrace West	403	0.0093
Level 7 Terrace South	566	0.0130
Dog Run	1401	0.0322
Fitness Center	2492	0.0572
Total:	29292	0.6725
Credit at 50% for Private Active Recreation & Equivalent Value:		0.3362/\$1,233,613

Exhibit E

Parkland In Lieu Fee Payment Schedule

PHASE	PAYMENT	
Phase I	\$5,443,388	To be paid before issuance of first residential building permit for the Project
Phase II	(\$210,572) Refund	To be refunded by City to Developer if the Phase II portion of the Public Park is constructed and dedicated by Developer within 5 years after payment of the Parkland In-Lieu Fee set forth immediately above.