

**REIMBURSEMENT AGREEMENT
FOR PROFESSIONAL SERVICES AND LEGAL REVIEW SERVICES
FOR THE TASMAN EAST SPECIFIC PLAN AREA**

PREAMBLE

This Reimbursement Agreement (“Agreement”) is by and between SHAC Tasman CDM Apartments LLC, a Delaware limited liability company, St. Anton Communities, LLC, a California limited liability company, Tasman East Urban Housing, LLC, a Delaware limited liability company, Tasman East Holdco, LLC, a Delaware limited liability company, 2354 Calle Del Mundo, LLC, a Delaware limited liability company, 5185 Lafayette Street, LLC, a Delaware limited liability company, Tasman 2278 Calle De Luna, LLC, a Delaware limited liability company, 2263 Calle Del Mundo, LLC, a Delaware limited liability company, 2302 Calle Del Mundo, LLC, a Delaware limited liability company, Tasman Properties, LLC, a Delaware limited liability company, NASH – Holland Calle De Luna Investors, LLC, a Delaware limited liability company, and Greystar GP II, LLC, a Delaware limited liability company, collectively referred to as “Applicants,” and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Applicants may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. On November 13, 2018, the City adopted the Tasman East Specific Plan, which provided for the redevelopment of 45 acres of industrial properties adjacent to Tasman Drive, Lafayette Street, the Guadalupe River and the Santa Clara golf course (the “Tasman East Specific Plan Area”);
- B. The Applicants have requested that the City initiate proceedings to establish a community facilities district (“CFD”) under the Mello-Roos Community Facilities Act of 1982, as amended, California Government Code Sections 53311 et seq., to provide funding for certain public services to be conducted in the Tasman East Specific Plan Area;
- C. The City has hired or will soon be hiring the law firm Jones, Hall as legal counsel and Goodwin Consulting Group as special tax consultant (collectively, the “Outside Consultants”) to assist in preparing the CFD formation documents and to perform administration services for the first two years of the operation of the CFD; and
- D. As authorized by Government Code Section 53314.9, the City has requested that the Applicants advance the City’s costs of hiring the Outside Consultants, and City staff will provide for the reimbursement of the Applicants for the advance costs in the draft CFD formation resolutions.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. DEPOSIT

To cover the expense of hiring the Outside Consultants, inclusive of the costs incurred by City to administer the Consultant Agreements, Applicants shall deposit in accordance with the cost allocation percentages set forth in Exhibit A (such cost allocation percentage, an "Applicant's Share") with the City the sum of forty-nine thousand five hundred dollars (\$49,500.00) upon execution of this Agreement. City will draw from this deposit to compensate Outside Consultants in their work to initiate proceedings for the formation of the CFD and to perform administrative services during the first two years of the operation of the CFD.

2. REFUND OF UNEXPENDED BALANCE

Except as otherwise provided in this Section, the City shall refund any unexpended balance of the deposit to the Applicants in proportion to such Applicant Share within thirty (30) days of the occurrence of any of the following: (1) the date of a City Council action to disapprove the resolution of intention to establish the CFD; (2) the date of a City Council action to disapprove the resolution of formation to establish the CFD; (3) in the event of an unsuccessful election to establish the CFD, the adoption date of a resolution confirming the results of the election; or (4) in the event of a successful election to establish the CFD, the effective date of an ordinance adopted by the City ordering the levy of special taxes for the CFD. Notwithstanding the foregoing, in the event of a successful election to establish the CFD, the City will retain any funds necessary for the implementation of the CFD during the first two years. At the time of the execution of this Agreement, the implementation costs are anticipated to be nine thousand dollars (\$9,000.00).

3. DRAFT RESOLUTIONS TO PROVIDE FOR REIMBURSEMENT

City staff will prepare (1) a draft resolution of intention to establish the CFD, and if the Council adopts that first resolution, (2) a draft resolution of formation to establish the CFD. As provided by Government Code Section 55314.9, both of the draft resolutions will include provisions to reimburse Applicants for the deposit from the CFD proceeds, less any amount refunded pursuant to Section 2. This commitment does not obligate the City Council to adopt either the resolutions themselves or the reimbursement provisions of the resolutions, however.

4. NO COMMITMENT TO ADOPT CFD RESOLUTIONS

The Applicants acknowledge that the adoption of a resolution of intention to establish the CFD, and the adoption of a resolution of formation to establish the CFD, are discretionary actions by the City Council, and that the City cannot make

an advance commitment to adopt such resolutions. By executing this Agreement, City does not commit or guarantee that the Council will adopt either resolution; similarly, the City makes no guarantee or assurance as to the outcome of the election on the levy of special taxes. In the event that the City Council disapproves either resolution, or in the event that the special tax is not ultimately approved by the voters, Applicants shall receive no reimbursement for the Outside Consultant costs, other than the refund of unexpended balance as set forth in Section 2.

5. OWNERSHIP OF MATERIAL

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared by the Outside Consultants under this Agreement, shall be the property of City. City shall not be limited in any way or at any time in its use of said material. Subject to the limitations of the California Public Records Act, Applicants acknowledge that City does not release administrative draft documents, and that administrative draft documents prepared by the Outside Consultants may not be released to the Applicants.

6. AMENDMENTS

This Agreement may be amended only with the written consent of all Parties.

7. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between City and Applicants. No other understanding, agreements, conversations, or otherwise, with any representative of any Parties prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon any Party.

8. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

9. WAIVER

Waiver of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

10. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: City Attorney's Office
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 249-7846

And to Applicants addressed as follows:

SHAC Tasman CDM Apartments LLC
c/o Summerhill Apartment Communities
Attn: Elaine Breeze, VP of Dev.
777 S. California Avenue
Palo Alto, CA 94304

Email: EBreeze@shapartments.com

Tasman East Urban Housing, LLC
Attn: Nicholas Witte, Dev. Associate
44 Montgomery St. Suite 1300
San Francisco, CA 94104

Email: nwitte@related.com

2354 Calle Del Mundo, LLC
Attn: Kambiz Babaoﬀ, Managing Mbr
4722 N. 24th Street, Suite 400
Phoenix, AZ 85016

Email: kbabaoﬀ@ensemble.net

Tasman 2278 Calle De Luna, LLC
Attn: Kambiz Babaoﬀ, Managing Mbr
4722 N. 24th Street, Suite 400
Phoenix, AZ 85016

Email: kbabaoﬀ@ensemble.net

Tasman Properties, LLC
Attn: Kambiz Babaoﬀ, Managing Mbr
4722 N. 24th Street, Suite 400
Phoenix, AZ 85016

Email: kbabaoﬀ@ensemble.net

St. Anton Communities, LLC
Attn: Ardie Zahedani, Division President
1801 I Street, Suite 200
Sacramento, CA 95811

Email: az@antoncap.com

Tasman East Holdco, LLC
Attn: Nicholas Witte, Dev. Associate
44 Montgomery St. Suite 1300
San Francisco, CA 94104

Email: nwitte@related.com

5185 Lafayette Street, LLC
Attn: Kambiz Babaoﬀ, Managing Mbr
4722 N. 24th Street, Suite 400
Phoenix, AZ 85016

Email: kbabaoﬀ@ensemble.net

2263 Calle Del Mundo, LLC
Attn: Kambiz Babaoﬀ, Managing Mbr
4722 N. 24th Street, Suite 400
Phoenix, AZ 85016

Email: kbabaoﬀ@ensemble.net

2354 Calle Del Mundo, LLC
Attn: Kambiz Babaoﬀ, Managing Mbr
4722 N. 24th Street, Suite 400
Phoenix, AZ 85016

Email: kbabaoﬀ@ensemble.net

Greystar GP II, LLC
Attn: Troy Vernon, Development Dir.
450 Sansome Street, Suite 500
San Francisco, CA 94111

NASH – Holland Calle De Luna
Investors, LLC
Attn: John Wayland
1970 Broadway, Suite 300
Oakland, CA 94612

Email: TVernon@greystar.com

Email: JWayland@hollandpartnergroup.com

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

11. CAPTIONS

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

12. LAW GOVERNING CONTRACT AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and 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.

13. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but each of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

[Signatures on following pages]

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: _____

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 Ventures LLC,
a Delaware limited liability company, its manager
By: SHAC Tasman CDM Apartments Manager LLC,
a Delaware limited liability company, its manager
By: Summerhill Apartment Communities,
a California corporation, its managing member

Dated: August 12, 2020

By: 
(Signature)

Name: Elaine Breeze

Title: Vice President of Development
777 S. California Avenue

Local Address: Palo Alto, CA 94304

Email Address: EBreeze@shapartments.com

Telephone: (650) 842-2404

Fax: (650) 857-1077

"Applicant"
(1 of 12)

[Additional Applicant Signatures on Following Pages]

ST. ANTON COMMUNITIES, LLC
a California limited liability company

Dated: 8/17/20
By: 
(Signature)
Name: Ardie Zahedani
Title: Division President
1801 I Street, Suite 200
Local Address: Sacramento, CA 95811
Email Address: az@antoncap.com
Telephone: (916) 400-2074
Fax: (916) 444-9843

"Applicant"
(2 of 12)

[Additional Applicant Signatures on Following Pages]

TASMAN EAST URBAN HOUSING, LLC

a Delaware limited liability company

Dated: _____

By: _____

(Signature)

Name: Nicholas Vanderboom

Title: Vice President

44 Montgomery Street, Suite 1300

Local Address: San Francisco, CA 94104

Email Address: NVanderboom@related.com

Telephone: (415) 677-9000

Fax: (415) 371-8739

"Applicant"

(3 of 12)

TASMAN EAST HOLDCO, LLC

a Delaware limited liability company

Dated: _____

By: _____

(Signature)

Name: Nicholas Vanderboom

Title: Vice President

44 Montgomery Street, Suite 1300

Local Address: San Francisco, CA 94104

Email Address: NVanderboom@related.com

Telephone: (415) 677-9000

Fax: (415) 371-8739

"Applicant"

(4 of 12)

[Additional Applicant Signatures on Following Pages]

2354 CALLE DEL MUNDO, LLC
a Delaware limited liability company

Dated: August 12, 2020

By: 

(Signature)

Name: Kambiz Babaoff

Title: Managing Member

4722 N. 24th Street, Suite 400

Local Address: Phoenix, AZ 85016

Email Address: kbabaoff@ensemble.net

Telephone: (602) 277-8558

Fax: (602) 954-2229

"Applicant"
(5 of 12)

5185 LAFAYETTE STREET, LLC
a Delaware limited liability company

Dated: August 12, 2020

By: 

(Signature)

Name: Kambiz Babaoff

Title: Managing Member

4722 N. 24th Street, Suite 400

Local Address: Phoenix, AZ 85016

Email Address: kbabaoff@ensemble.net

Telephone: (602) 277-8558

Fax: (602) 954-2229

"Applicant"
(6 of 12)

[Additional Applicant Signatures on Following Pages]

TASMAN 2278 CALLE DE LUNA, LLC
a Delaware limited liability company

Dated: August 12, 2020 _____

By:  _____
(Signature)

Name: Kambiz Babaoff _____

Title: Managing Member _____

4722 N. 24th Street, Suite 400

Local Address: Phoenix, AZ 85016 _____

Email Address: kbabaoff@ensemble.net _____

Telephone: (602) 277-8558 _____

Fax: (602) 954-2229 _____

"Applicant"
(7 of 12)

2263 CALLE DEL MUNDO, LLC
a Delaware limited liability company

Dated: August 12, 2020 _____

By:  _____
(Signature)

Name: Kambiz Babaoff _____

Title: Managing Member _____

4722 N. 24th Street, Suite 400

Local Address: Phoenix, AZ 85016 _____

Email Address: kbabaoff@ensemble.net _____

Telephone: (602) 277-8558 _____

Fax: (602) 954-2229 _____

"Applicant"
(8 of 12)

[Additional Applicant Signatures on Following Pages]

2302 CALLE DEL MUNDO, LLC
A Delaware limited liability company

Dated: August 12, 2020 _____

By: _____

(Signature)

Name: Kambiz Babaoff _____

Title: Managing Member _____

4722 N. 24th Street, Suite 400 _____

Local Address: Phoenix, AZ 85016 _____

Email Address: kbabaoff@ensemble.net _____

Telephone: (602) 277-8558 _____

Fax: (602) 954-2229 _____

"Applicant"

(9 of 12)

TASMAN PROPERTIES, LLC
A Delaware limited liability company

Dated: August 12, 2020 _____

By: _____

(Signature)

Name: Kambiz Babaoff _____

Title: Managing Member _____

4722 N. 24th Street, Suite 400 _____

Local Address: Phoenix, AZ 85016 _____

Email Address: kbabaoff@ensemble.net _____

Telephone: (602) 277-8558 _____

Fax: (602) 954-2229 _____

"Applicant"

(10 of 12)

[Additional Applicant Signatures on Following Pages]

NASH – HOLLAND CALLE DE LUNA INVESTORS, LLC
a Delaware limited liability company

By: HPG Calle De Luna, LLC,
a Washington limited liability company
its Operating Member

By: Holland Partner Group Management, Inc.,
a Delaware corporation,
its Manager

Dated: 8-11-2020

By: John Wayland

Digitally signed by John Wayland
DN: cn=John Wayland, o=Holland Partner Group, postalCode=Development,
email=John.Wayland@hollandpartnergroup.com, c=US
Date: 2020.11.10 09:47:37-0700

(Signature)

Name: John Wayland

Executive Managing Director of Development,

Title: Northern California

1970 Broadway, Suite 300

Local Address: Oakland, CA 94612

Email Address: JWayland@hollandpartnergroup.com

Telephone: (510) 227-6687

Fax: N/A

“Applicant”
(11 of 12)

[Additional Applicant Signature on Following Page]

GREYSTAR GP II, LLC
a Delaware limited liability company

Dated: 8.18.2020

By: 

(Signature)

Name: Troy Vernon

Title: Development Director

450 Sansome Street, Suite 500

Local Address: San Francisco, CA 94111

Email Address: TVernon@greystar.com

Telephone: (972) 824-6569

Fax: N/A

"Applicant"
(12 of 12)

[Final Signature Page]

EXHIBIT A

**COST ALLOCATION TABLE
FOR THE TASMAN EAST SPECIFIC PLAN CFD**

<i>LLC</i>	<i>Address</i>	<i>Number of Units</i>	<i>Percent of Project</i>	<i>Portion of Agreement</i>	<i>Developer</i>
SHAC Tasman CDM Apartments LLC	2343 Calle De Mundo	347	8.03%	\$ 3,976.96	SummerHill
Nash-Holland Calle De Luna Investors, LLC	2200 Calle De Luna	580	13.43%	\$ 6,647.37	Holland
Tasman 2278 Calle De Luna, LLC	2240 Calle De Luna	311	7.20%	\$ 3,564.37	Ensemble
Tasman Properties, LLC	5123 Calle De Sol	192	4.45%	\$ 2,200.51	Ensemble
5185 Lafayette Street, LLC	5186 Lafayette St	271	6.27%	\$ 3,105.93	Ensemble
2263 Calle Del Mundo, LLC	2263 Calle Del Mundo	301	6.97%	\$ 3,449.76	Ensemble
Tasman East Urban Housing, LLC	2300 Calle De Luna	551	12.76%	\$ 6,315.00	Related
St. Anton Communities, LLC	2233 Calle Del Mundo	196	4.54%	\$ 2,246.35	St. Anton
Tasman East Holdco, LLC	2101 Tasman Drive	950	22.00%	\$ 10,887.94	Related
2302 Calle Del Mundo, LLC	2302 Calle Del Mundo	150	3.47%	\$ 1,719.15	Ensemble
Greystar GP II, LLC	2225 Calle De Luna	360	8.34%	\$ 4,125.96	Greystar
2354 Calle Del Mundo LLC	2354 Calle Del Mundo	110	2.55%	\$ 1,260.71	Ensemble

Totals: 4,319 100% \$ 49,500.00