

**SUBSTATION AGREEMENT  
BY AND BETWEEN  
THE CITY OF SANTA CLARA, CALIFORNIA  
AND  
CORESITE REAL ESTATE SV9, L.P.**

**PREAMBLE**

This Substation Agreement ("Agreement") is made and entered into on this 4<sup>th</sup> day of March, 2022 ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation ("City") and CoreSite Real Estate SV9, L.P., a Delaware limited partnership ("Customer"). The City and Customer may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

**RECITALS**

- A. The City of Santa Clara owns and operates an electric utility, doing business as Silicon Valley Power ("SVP"), and currently provides electric service to Customer at 2915 Stender Way, parcel number 216-29-108, in the City of Santa Clara, California ("Premises"), which is shown on Exhibit A attached hereto and incorporated herein, pursuant to standard electric rate schedules authorized by the City Council of the City of Santa Clara;
- B. City has determined that a new single customer electric substation, which is shown as the area and equipment marked as the Substation Facilities on Exhibit C attached hereto and incorporated herein with a capacity of 49 MVA, to be known as the Stender Way Junction (SWJ) ("Substation Facilities"), is required to be built to fulfill its obligations to Customer;
- C. City has determined that the Substation Facilities require new 60kV transmission line extensions ("Transmission Facilities") to connect the Substation Facilities to SVP's electrical system.
- D. The Parties acknowledge that significant system capacity improvement facilities will be required to provide the capacity of 49 MVA to the Customer. The Parties further acknowledge these system capacity improvements are not fully within their control and may impact the Customer's load ramp schedule. SVP will use commercially reasonable efforts to provide the Customer with the requested total available capacity as described in the Total Available Capacity Schedule in Exhibit E attached hereto and this will be the Customer's obligation to utilize the total available capacity based upon the Total Available Capacity Schedule in Table E1.
- E. The purpose of this Agreement is to set forth the mutual obligations of the Parties with respect to supplying Customer with initial interim electric power and then with permanent capacity and transmission infrastructure for the Premises.

Therefore, in consideration of the foregoing, the Parties agree as follows:

## AGREEMENT PROVISIONS

### 1. PROJECT OVERVIEW

The Proposed Project, (PLN2019-14128), was approved at the Development Review Hearing on August 8, 2020. On June 22, 2021, City Council approved the resolution to adopt the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2905 Stender Way project; and approved a rezoning from Planned Development (PD) to Planned Development (PD) to allow development of a 250,000 square-foot four-story data center, a new substation, equipment yards and onsite improvements (SV9).

A four-story, 250,000 square-foot data center (SV9) would replace the existing uses on the site. The SV9 data center would be approximately 87 feet in height and would house computer servers and supporting equipment for private clients. Sixteen standby option, backup diesel generators (backup generators) would be added to the site to provide backup power to the SV9 data center in the event of an emergency. At full buildout, the SV9 data center and substation would be interconnected to the SVP electric system. The 49 megavolt amps (MVA) service requirement for the SV9 data center would be met by the improvements made to SVP's transmission system. A substation would be constructed on the SV9 data center site. The site is bounded by Central Expressway to the south, Stender Way to the west, adjacent buildings to the north, and San Tomas Aquino Creek to the east.

Customer will construct electrical Substation Facilities with a capacity of 49 megavolt amps (MVA) on the southwest corner of the Premises near Stender Way and Central Expressway.

Customer is also requesting electric power capacity of up to 12 MVA from SVP prior to completion of the Substation Facilities ("Interim Phase"). "Capacity" as used in this Agreement is defined as the amount of energy that can be received for Customer's use.

City and Customer have agreed that Customer will fund the development and construction of the Substation Facilities and Transmission Facilities ("Substation Development Phase") to serve the Premises.

In the course of the development of the Premises, City and Customer will finalize requirements for the interconnection facilities necessary for supplying electrical power within the project ("Connection Phase").

The layout of and requirements for the interconnection facilities shall be complete and agreed upon by the Parties prior to commencement of any construction on the Substation Facilities.

The beginning and the ends of these successive phases may overlap. The respective responsibilities and obligations of the City and Customer for each of these phases are more particularly described below.

## **2. INTERIM PHASE**

### **A. SVP OBLIGATIONS**

To enable Customer to begin construction and operate without interruption until the Substation Facilities are fully constructed and begin operation, Customer shall construct the infrastructure in order to utilize up to 12 MVA of capacity of “Electric Service” as defined in SVP Rules and Regulations No. 1 (“Interim Service”). Interim Service will be provided from two (2) 12 kV distribution feeders at or near the location set forth in the Interim Service diagram attached as Exhibit B.

### **B. CUSTOMER OBLIGATIONS**

Customer shall provide written notification of its load ramp schedule and planned usage of the Interim Service until such time as the Interim Service is transferred to the Substation Facilities.

Customer acknowledges that up to 12 MVA Interim Service requested for the site is the combined allocation for the Premises. Customer shall pay all costs associated with the construction and removal of the Interim Service. Customer shall work with SVP to transfer Customer’s existing load from the Interim Service to the new Substation Facilities within three (3) months after energization of the Substation Facilities.

## **3. SUBSTATION DEVELOPMENT PHASE**

### **A. SVP OBLIGATIONS**

SVP will provide 49 MVA of capacity for Customer’s use (“Total Available Capacity”) as detailed in Exhibit E, to the Premises, upon completion of, and served by, the Substation Facilities, Transmission Facilities and required System Capacity Improvement Facilities which include projects on SVP’s 230kV, 115kV, and 60kV transmission lines, receiving stations, and Pacific Gas & Electric Bulk Electric System Improvements (“System Capacity Improvement Facilities”). As the Capacity Improvement Facilities completion schedules are not fully controlled by SVP, SVP at its reasonable discretion may limit Customer and Customer’s tenants Load Ramp Schedule until the capacity is made available. The Parties agree that the capacity from the Station will also be provided pursuant to the Rules and Regulations, applicable Silicon Valley Power Rate Schedules, current load development fees and subject to the completion of any system upgrades necessary to serve the load at the time the load capacity increase is initiated. The 49 MVA of capacity shall be provided to the Customer at the cost of the load development fee applicable at that time.

The Total Available Capacity will be made available to the Customer, at the Utility Connection Point, from the Substation Facilities and connected to the Premises through the Transmission Facilities. The Utility Connection Point for a SVP junction facility is the Customer side of the 60kV disconnect switches located within the Substation Facilities as shown in Exhibit C.

SVP will use commercially reasonable efforts to test and commission the Substation Facilities to be able to deliver the Capacity per the Total Available Capacity Schedule (inclusive of any Interim Service that is transferred to the Substation Facilities) in Table E1 of Exhibit E, at 60 kV, within thirty (30) months after the Effective Date of this Agreement.

SVP shall use commercially reasonable efforts to design, construct, test and commission the Transmission Facilities to be able to deliver the Capacity per the Total Available Capacity Schedule (inclusive of any Interim Service that is transferred to the Premises) in Table E1 of Exhibit E, within thirty (30) months after the Effective Date of this Agreement.

Completion of the Substation Facilities and Transmission Facilities is subject to the following terms:

1. SVP shall own, operate, and maintain all City-owned Substation Facilities and Transmission Facilities, to the Customer's point of connection with SVP.
2. SVP shall own, operate and maintain all City-owned Substation Facilities and Transmission Facilities, SVP control building and all equipment therein, as shown in Exhibit C.
3. The Parties agree to coordinate the design and construction of the Substation Facilities and Transmission Facilities in accordance with the Project Schedule and Costs attached hereto as Exhibit D, to ensure timely completion.
4. SVP shall design the City-owned control building within the Substation Facilities.
5. SVP shall keep Customer informed on a regular ongoing basis as to the costs it is incurring associated with the design, construction, testing, commissioning, and completion of the Substation and Transmission Facilities, including periodic updates to Exhibit D as appropriate. Once preliminary engineering review is complete, SVP will provide Customer with a detailed estimate of SVP project cost to fully complete the control building with the Substation Facilities. SVP shall provide Customer with reasonable access to SVP's books and records that substantiate any costs SVP proposes to bill to Customer related to the Substation Facilities and Transmission Facilities.

6. In no way will City be liable for any damages for failure to complete the Project by Customer's anticipated or proposed energization date
7. The Substation Facilities shall be substantially complete before SVP begins testing and commissioning activities. For purposes of this Agreement, "substantially complete" means that Substation Facilities construction is complete, in accordance with SVP's standards and requirements, and no Customer contractors remain working within the perimeter wall of the Substation Facilities. See Exhibit C for location of perimeter wall. SVP is not obligated to compress its testing and commissioning schedule to meet Customer's anticipated service date.
8. SVP acknowledges that the required interconnection study has been completed and it reflects development and load ramp schedules known at that time. SVP will update the customer on projects and schedules that may impact the load ramp schedule feasibility as they become available

## **B. CUSTOMER OBLIGATIONS**

The Customer shall design (with the exception of the City-owned control building), procure, and construct Substation Facilities, as shown in Exhibit C (Station Plan), to provide 60kV service to the Premises, at its own financial risk, per SVP's standards and requirements.

The substation would consist of two (2) 50 MVA transformers. In the event one transformer fails, then the load, not to exceed 49 MVA, would be transferred to the redundant transformer.

Completion of the Substation and Transmission Facilities is subject to the following terms:

1. The Substation Facilities shall be for exclusive use of the Customer's building(s) to be constructed on the parcel 216-29-108, as shown on Exhibit A.
2. Substation Facilities 60kV bus will be a breaker and half scheme with the complete 60kV junction being constructed to serve the Premises.
3. Customer shall obtain all land use entitlements, and provide any property rights, including easements, to the City, necessary to construct, complete and maintain the Substation Facilities.
4. Customer shall be responsible for all costs associated with the acquisition of any additional easements, directly adjacent to the parcel 216-29-108, necessary for the Transmission Facilities, if any.
5. Customer shall construct a perimeter wall, marked as "Perimeter Wall" on Exhibit C, which shall create a physical boundary around the Substation Facilities and which is for ensuring the Substation Facilities' security ("Station Perimeter Wall"). The Station Perimeter Wall shall be for the exclusive use of SVP. Only SVP approved signage is permitted on the

Station Perimeter Wall. The substation shall have an all-weather asphalt surface underlain by an aggregate base.

6. The Customer shall procure the Substation Facilities control building to comply with SVP's design specifications and requirements. Any changes or substitutions to SVP's design package for the control building must have SVP approval prior to implementation, which approval shall not be unreasonably delayed or withheld. SVP, or SVP's designated representative shall oversee factory acceptance testing of the control building and inspect the control building prior to shipment of the building to the Premises. All deficiencies identified by SVP during the factory inspection visits shall be corrected prior to shipment of the control building to the Premises.
7. Customer-owned Control, communication, and protection wiring from the Customer's control building to the marshalling termination cabinet located on customer side of demarcation fence, and related equipment, will be owned and maintained by Customer. All control and protection wiring must be clearly identified by Customer per SVP direction to avoid confusion when troubleshooting, maintaining, or repairing city-owned equipment to avoid possible misoperation of any SVP equipment.
8. Customer shall pay the City actual costs per Payment Milestones set forth in Exhibit D. These costs shall include but not be limited to all travel expenses incurred by SVP to perform factory inspections, oversee testing for any equipment purchased by Customer to be turned over for SVP's ownership, and all punch list items necessary to fully integrate the Substation Facilities into SVP's network. Invoiced costs by City shall be due within thirty (30) days of receipt of invoice. Invoices from City shall describe in detail the costs to Customer.

If Customer desires to use Total Available Capacity, Customer must pay a "Load Development Fee" in the amount set forth in Exhibit D. The Load Development Fee will be payable 30 days prior to the energization of the additional Electric Service.

#### **4. CONNECTION PHASE**

##### **A. SVP OBLIGATIONS**

Upon completion of the Substation Facilities, Transmission Facilities and System Capacity Improvement Facilities, SVP shall provide the Total Available Capacity (inclusive of any Interim Service that is transferred to the Substation Facilities) as detailed in Exhibit E. Such capacity shall include primary and, as necessary, secondary, services to the Premises.

All electrical equipment, installed by Customer upon the Premises for the purpose of, but not limited to, delivery and metering of Customer's Electric Service, shall become the property of SVP. SVP shall own, operate, and maintain the Substation Facilities



(including the City-owned control building and all other City-owned equipment) and the Transmission Facilities at its sole cost and expense, in accordance with good utility practices and SVP Rules and Regulations as they may be updated.

SVP will monitor the Customer's demand at the end of each loading phase as described in Exhibit E. SVP shall notify the Customer of any capacity reduction by means of a Capacity Reduction Notice as shown in Exhibit F. Any unused capacity reduced shall be refunded to the customer at the rate the Customer paid for such capacity.

## **B. CUSTOMER OBLIGATIONS**

SVP and Customer will negotiate and prepare one or more easement agreements providing limited easements on the Premises, as may be required by SVP, to install, operate, and maintain any necessary distribution facilities.

Customer shall work with SVP to transfer Customer's existing load from the Interim Service to the new Substation Facilities within three (3) months after energization of the Substation Facilities.

Customer shall be responsible to operate within the Total Available Capacity and in the event of exceedance, the Customer shall pay their pro rata share of any penalties, damages, or any other cost directly associated with their load exceeding the Total Available Capacity as detailed in Table E1. Such costs include the de-energization of SVP electric system for asset inspection and pass through of any penalties assessed to SVP by the California Independent System Operator (CAISO) relating to Resource Adequacy forecasted capacity based on the Customer's excess load above the Total Available Capacity.

If the Total Available Capacity has been reduced through a Capacity Reduction Notice, and the City issues a refund of Load Development Fees, the Customer acknowledges and agrees that they shall have no right to any interest accrued by the entire payment or any amount refunded. If the Total Available Capacity has been subject to the above mentioned capacity reduction at any time during the term of the Agreement and if the Customer's Demand is expected to increase above the reduced Total Available Capacity, then the Customer may request an amendment to the Agreement and Load Ramp Schedule. Such amendment to the Agreement is not to be unreasonably withheld or delayed.

## **5. NON-INTERFERENCE**

Neither party nor any of its agents or contractors shall perform any work relating to the Interim Service, the Substation Facilities, the Transmission Facilities, or the Premises in a manner which unreasonably interferes with the other Party's work or property. Customer and each of its respective agents and contractors shall use their best efforts to minimize disruption to the City. Without limiting the generality of the foregoing, each party shall consult in good faith with the other regarding the manner in which work will be performed.

## **6. FORCE MAJEURE**

Neither Party shall be considered to be in default in performance of any of its obligations under this Agreement when a failure of performance is due to an Uncontrollable Force. The term "Uncontrollable Force" as used in this Agreement, shall mean any cause beyond the reasonable control of the Party affected, and which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it has been unable to overcome or obtain or cause to be obtained a commercially reasonable substitute therefore. Such Uncontrollable Force includes the failure or threat of failure of facilities, Act of God, flood, drought, earthquake, storm, tornado, fire, explosion, lightning, epidemic, public emergency, war, riot, civil disobedience, labor strike, labor dispute, labor or materials shortage (however labor or materials shortage does not include the mere inability to obtain that labor or material at a particular price), sabotage, restraint by court order, restraint by public authority, or action or non-action by governmental authority or accident.

No Party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to take reasonable efforts to remove or remedy within a reasonable time, or due to mere fluctuations in market prices, or due to unreasonable delay by the Party claiming or seeking to claim relief from liability. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

## **7. NO ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST**

Customer and City each bind itself, its successors, and assigns, to all of its respective covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, by either Party without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed; any such assignment shall not relieve the assignor from any of its obligations under this Agreement. Notwithstanding the foregoing, and without any prior consent of City, Customer shall have the right to assign this Agreement to any party that acquires all, or substantially all, of Customer's assets.

## **8. NO THIRD PARTY BENEFICIARY**

Except permitted assignees per Section 7 above, this Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.



## **9. HOLD HARMLESS/INDEMNIFICATION**

To the extent permitted by law, Customer agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents 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 arising from Customer's negligence or willful misconduct with respect to or in any way connected with its performance under this Agreement, or alleged to arise in whole or in part from, or in any way connected with this Agreement – including claims of any kind by Customer's employees or persons contracting with Customer to perform any portion of this Agreement– and shall expressly include passive negligence by City connected with the Agreement. However, the obligation to indemnify and defend shall not apply to the extent such liability is ultimately adjudicated to have arisen through the active negligence or willful misconduct of the City;

Customer'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 Customer, against City (either alone, or jointly with Customer), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

Customer's obligation under this section shall apply through a period of three years after the commissioning of substation by City.

To the extent permitted by law, City agrees to protect, defend, hold harmless and indemnify Customer and its affiliates and their directors, officers, employees, and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, for which Customer shall become legally liable arising from SVP and the City of Santa Clara's negligence or willful misconduct with respect to or in any way connected with its performance under this Agreement.

## **10. AMENDMENTS**

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated as an Amendment to this Agreement.

## **11. SEVERABILITY CLAUSE**

In case any one or more of the provisions contained herein shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the other provisions which shall remain in full force and effect.

## **12. WAIVER**

Waiver by either Party of any provision of this Agreement shall not be construed as waiver(s) of any other provision of this Agreement.

### **13. NOTICES**

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

Chief Electric Utility Officer  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, California 95050  
And by e-mail at [svpcontracts@santaclaraca.gov](mailto:svpcontracts@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Customer addressed as follows:

CoreSite Real Estate SV9, L.P.  
1001 17<sup>th</sup> Street, Suite 500  
Denver, CO 80202  
Attention: General Counsel  
Email: [General.Counsel@coresite.com](mailto:General.Counsel@coresite.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. Pacific Standard Time on a Friday shall be deemed to have been transmitted on the following business day.

### **14. 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.

### **15. GOVERNING LAW 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.

### **16. COMPLIANCE WITH LAWS**

The Parties shall comply with all laws, ordinances, codes and regulations of the federal, state and local governments applicable to their respective obligations and activities contemplated by this Agreement, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Customer's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC

section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Customer has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## **17. DISPUTE RESOLUTION**

- A.** Unless otherwise mutually agreed to by the Parties, any controversies between the Parties regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B.** The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement
- C.** The costs of mediation shall be borne by the Parties equally.
- D.** Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation or mediation that arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit, regardless of the outcome of the litigation.

## **18. OTHER AGREEMENTS**

This Agreement shall not prevent either Party from entering into similar agreements with other entities or individuals.

## **19. TERMINATION OF AGREEMENT**

### **A. TERMINATION FOR CAUSE**

For purposes of this Agreement, the term "default" shall mean the failure of any Party to perform any material obligation in the time and manner provided by this Agreement. Either Party may terminate this Agreement in the event of a default by the other Party by providing a written Notice of Termination to the defaulting Party. Such Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. Such Notice of Termination for cause shall include a statement by the terminating Party setting forth grounds for determination of default under the Agreement.

### **B. OPPORTUNITY TO CURE DEFAULT**

Upon receipt of a Notice of Termination by a Party arising from its default under this Agreement, the defaulting Party shall have thirty (30) days from the receipt

of such notice to cure the default by making such payment or performing the required obligation (or additional time, if any that is reasonably necessary to promptly and diligently cure the default). If the default is cured to the reasonable, mutual satisfaction of the Parties, the Agreement shall remain in effect upon written acceptance of the cure by the Party who issued the Notice of Termination for cause.

#### **C. TERMINATION WITHOUT CAUSE**

At any time, Customer may elect to terminate construction of the Substation Facilities upon delivery of (30) days written notice thereof to the City. If Customer chooses to terminate construction of the Substation Facilities and Transmission Facilities, Customer will reimburse any and all City expenses, termination fees, and cancellation fees reasonably incurred by the City related to the Substation Facilities and Transmission Facilities prior to the delivery of such termination notice. Customer shall not be entitled to a refund of any load development fees that have been paid prior to the written notice of termination.

#### **20. 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.

#### **21. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT**

This Agreement and its Exhibits embody the entire agreement between the Parties regarding the subject matter of this Agreement. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of the City shall affect or modify any of the terms in or obligations created by this Agreement.

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

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Office of the City Attorney  
City of Santa Clara

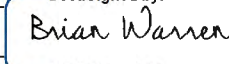

\_\_\_\_\_  
Office of the City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax (408) 241-6771

“CITY”

**CORESITE REAL ESTATE SV9, L.P.**  
a Delaware limited partnership,

By: CoreSite Real Estate SV9 GP, L.L.C.  
a Delaware limited liability company and its general partner

3/4/2022 | 10:12 AM PST

Dated: \_\_\_\_\_  
By (Signature):  \_\_\_\_\_  
Name:  \_\_\_\_\_  
Title: SVP, Development and Product Engineering  
Principal Place of  
Business Address: 1001 17th Street, suite 500, Denver, CO, 80202  
Telephone: 303-405-1000

“CUSTOMER”

EXHIBIT A

Parcel Map

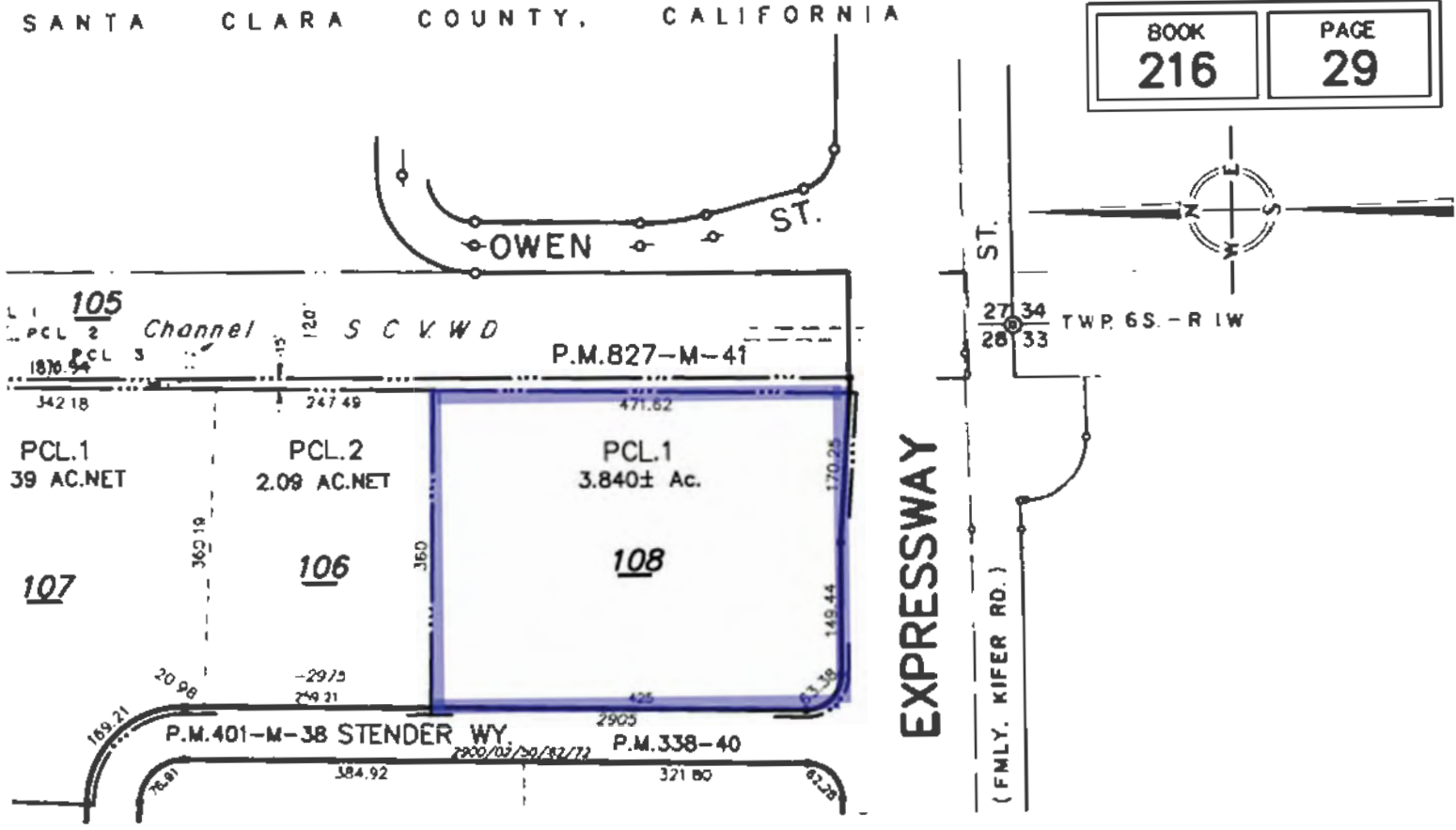
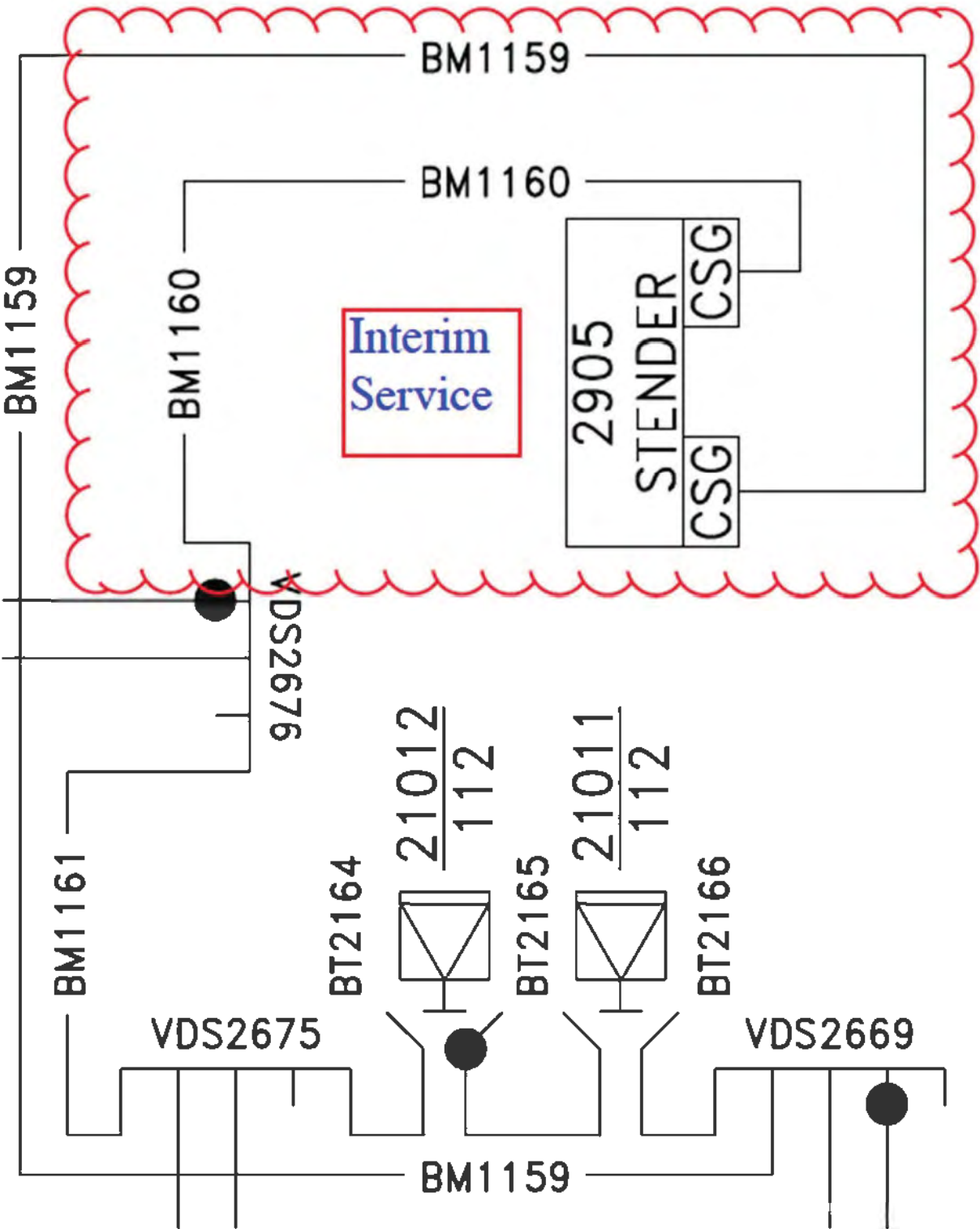




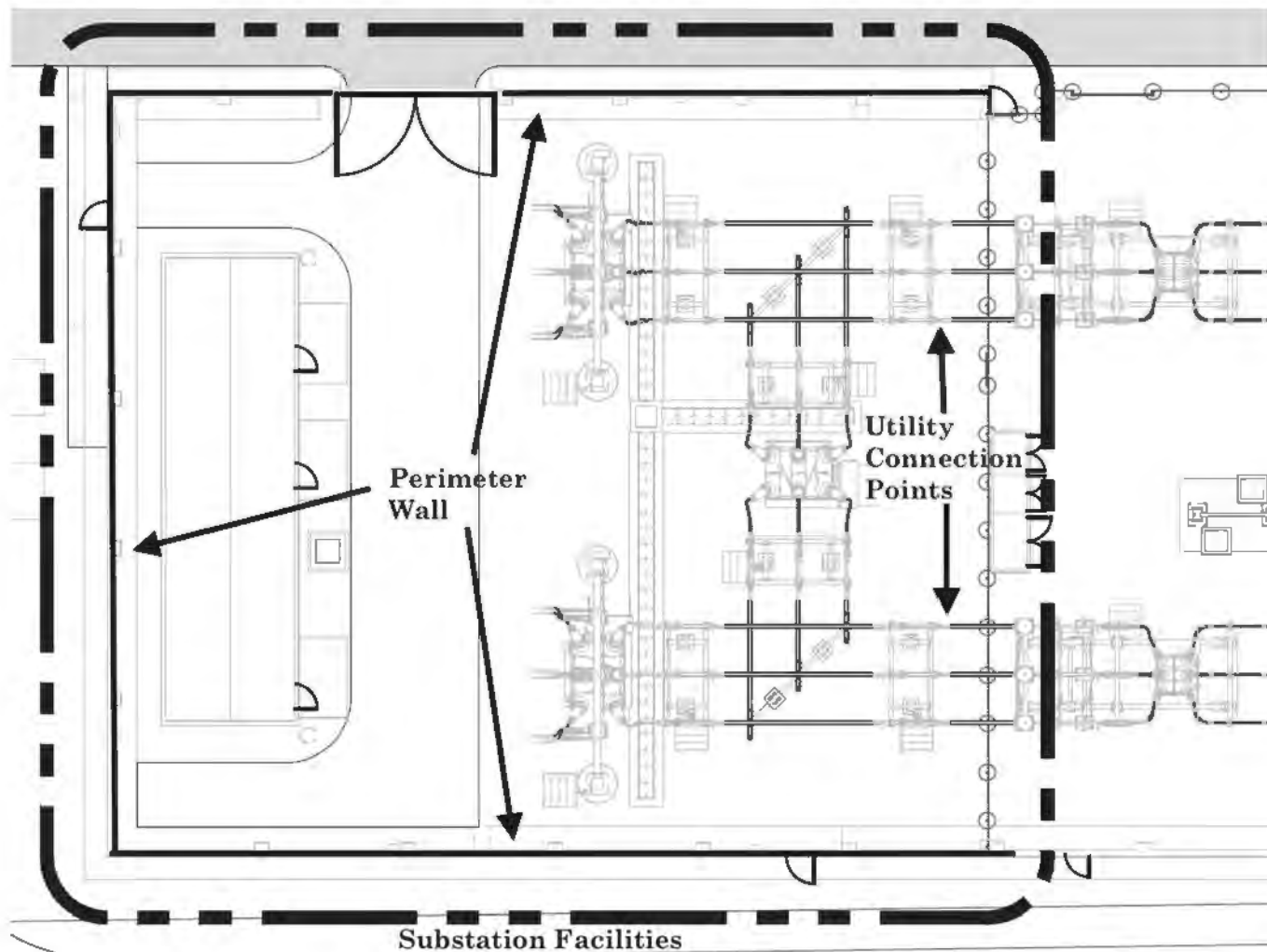
EXHIBIT B

Interim Service Diagram



## EXHIBIT C

### Station Plan



## EXHIBIT D

### Project Schedule and Costs

#### Payment Rates

Customer pays the load development fee as based on the current published fee in the Municipal Fee Schedule adopted by the City Council of the City of Santa Clara and amended from time to time. Commercial Facilities Customer Dedicated 60 kV fees are based on current Municipal fee schedule at time of invoice and will hereto be referred to in this Agreement as "Load Development Fee". Since Customer is not taking permanent service from the electric utility's general distribution system or a dedicated 12 kV substation, other fee group costs are not applicable. The Load Development Fee represents the cost of improvements to the System Capacity Improvement Facilities required to serve the increased load. Customer shall also be responsible for actual costs for Substation Facilities and Transmission Facilities.

#### Payment Schedule

Milestone	SVP Invoice Date (payment due 30 days after invoicing)	SVP's Estimated Amount
1	30 Days following City Council Approval of Agreement (includes 12MVA Interim Phase Load Development Fees)	\$5,773,046
2	30 Days before Public Works contract is approved by Council	\$5,902,338
3	Within 30 Days after energization of substation	\$1,098,875
4	30 Days after energization of Substation Facilities, City to invoice customer for the difference between estimated and actual costs	\$TBD
5	Interim Phase Load Development Fee; 1 year following substation facilities energized; 8 MVA block	\$2,791,920
6	Phase 0 Load Development Fee; 1 year following substation facilities energized; 10 MVA block	\$3,489,900
7	Phase 0 Load Development Fee; 2 years following substation facilities energized; 10 MVA block	\$3,489,900
8	Phase 0 Load Development Fee; 3 years following substation facilities energized; 9 MVA block	\$3,140,910

**EXHIBIT D**  
**Project Schedule & Costs**

<b>Substation Design &amp; Construction Elements</b> <b>Transmission Interconnection Process to run concurrent with</b> <b>Substation Design, Build and Test process</b>				
<b>Substation Design &amp; Construction Elements</b>	<b>Duration Time Frame of work</b>	<b>SVP's Estimated Cost</b>	<b>Payment Milestone</b>	<b>Comments</b>
Council Approval of Substation Agreement	4 Months		<b>PM #1</b> Includes the \$700,000 SVP already collected in the Funding Agreement. City to invoice 30 days after City Council approves Substation agreement. Payment due in 30 days. Work to comence once City receives payment in full.	Includes all work for Substation Design and Transmission Design elements. Also includes Interim Phase load development fee.
Control Building Procurement Drawings & Contract Specification Preparation	6 Months	\$ 501,790	<b>PM #1</b> \$501,790 -. City to invoice 30 days after City Council approves Substation agreement. Payment due in 30 days. Work to comence once City receives payment in full.	Concurrent with Substation Drawing Preparation (to be billed in Payment Milestone #1).
Substation Construction	8 Months	\$ -		
Substation Commissioning & Testing	4 Months	\$ 579,122	<b>PM #2</b> \$579,122 -City to invoice 30 days before Public Works contract is approved by City Council. Payment due 30 days from invoice date. Work will commence once Public Works Contract is approved and payment is received in full.	Begins after completion of Substation (to be billed with award of Public Works Contract Payment Milestone #2).
Transmission Interconnection Process				Concurrent with Substation Design, Build and Test process
Transmission Line Consultant	3 months			
Transmission Line Interconnection Design	6 months	\$ 357,800	<b>PM #1</b> \$357,800 -. City to invoice 30 days after City Council approves Substation agreement. Payment due in 30 days. Work to comence once City receives payment in full.	To be billed in Payment Milestone #1.

Steel Transmission Pole and Materials Procurement	6 months	\$ 725,576	<b>PM #1</b> \$725,576 -. City to invoice 30 days after City Council approves Substation agreement. Payment due in 30 days. Work to comence once City receives payment in full.	To be billed in Payment Milestone #1.
Public Works Bidding T-line construction	8 Months			

**EXHIBIT D**  
**Project Schedule & Costs**

<b>Transmission Line Construction Elements</b>	<b>Duration Time Frame of work</b>	<b>SVP's Estimated Cost</b>	<b>Payment Milestone</b>	<b>Comments</b>
<b>Council Award of Public Works Contract</b>	3 months	\$ 5,323,216	<b>PM #2</b> \$5,323,216 - City to invoice 30 days before Public Works contract is approved by City Council. Payment due 30 days from invoice date. Work will commence once Public Works Contract is approved and payment is received in full.	This includes the t-line construction associated with connecting the substation to the SVP 60kV loop as well as the Substation Commissioning and Testing. It includes all work necessary at adjacent stations for relay panel replacement or upgrades necessary for the new interconnection. This does not include any work associated with capacity increases on the loop.
Transmission Line Interconnection & City Labor	6 Months			
Transmission Interconnection process complete best case	26 months			
Miscellaneous costs including potential permit costs, property impacts, Haz Mat soil disposal, land rights, etc.		\$ 1,098,875	<b>PM #3</b> \$1,098,875 - City to invoice within 30 days after energization of substation. Payment due in full 30 days after date of invoice.	Potential miscellaneous costs could include: Encroachment permits from City of Santa Clara, Santa Clara County Department of Roads and Airports and Santa Clara Valley Water District; utility relocation work; costs for soil remediation or disposal of hazardous materials not previously identified; SWPPP permit fees, 5% in lieu transfer to CSC General Fund.
City invoices actual costs for Project			<b>PM #4</b> - City to invoice customer difference between estimated and actual costs for Project. Payment due 30 days after invoice date.	City to invoice Customer difference between estimated and actual costs at the end of project. Payment due 30 days after invoice date.
<b>Estimated Total for Substation and Transmission Line Design &amp; Construction Elements</b>	30 Months	<b>\$ 8,586,379</b>		Net time with schedule overlaps included. Schedule assumes no



				delays due to unforeseen events such as weather
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<b>Load Development Fee (based on 49MVA)</b>				
<b>Additional Fees to be paid by the Customer</b>	<b>Time Frame from Effective Date</b>	<b>Estimated Cost</b>	<b>Payment Milestone</b>	<b>Comments</b>
Interim Phase – Substation Agreement approved by Council - Load Development Fee (based on 12MVA)	30 days after Substation Service Agreement approved by Council	\$4,187,880	PM #1 - City to invoice first 12MVA of Interim Service based on current municipal fee schedule rate at time of invoice date. City will issue invoice for first payment milestone 30 days after substation service agreement approved by Council. Payment due in full 30 days after date of invoice.	Customer Load Development Fee = \$348.99/kVA. Load Development Fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Load Development Fee represents the cost of improvements to the SVP bulk electric system required to serve the increased load.
Interim Phase – Substation Agreement approved by Council - Load Development Fee (based on 8MVA)	Substation Facilities Energization Date	\$2,791,920	PM #5 - City to invoice 8 MVA of Interim Phase load ramp schedule, per Table E1, when substation service energized based on current municipal fee schedule rate at time of invoice date. Payment must be received in full before capacity will be made available to Customer.	Customer Load Development Fee = \$348.99/kVA. Load Development Fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Load Development Fee represents the cost of improvements to the SVP bulk electric system required to serve the increased load.

<b>Load Development Fee (based on 49MVA)</b>				
<b>Phase 0 –</b> Substation Facilities Energization Date - Load Development Fee (based on 10MVA)	+1 year after Substation Facilities Energization Date	\$3,489,900	PM #6 - City to invoice 10 MVA of Phase 0 ramp schedule, per Table E1, 1 year after substation service energized based on current municipal fee schedule rate at time of invoice date. Payment must be received in full before capacity will be made available to Customer..	Customer Load Development Fee = \$348.99/kVA. Load Development Fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Load Development Fee represents the cost of improvements to the SVP bulk electric system required to serve the increased load.
<b>Phase 0 –</b> Load Development Fee (based on 10MVA)	+2 years Substation Facilities Energization Date	\$3,489,900	PM #7 - City to invoice 10 MVA of Phase 0 ramp schedule, per Table E1, 2 years after substation service energized based on current municipal fee schedule rate at time of invoice date. Payment must be received in full before capacity will be made available to Customer..	Customer Load Development Fee = \$348.99/kVA. Load Development Fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Load Development Fee represents the cost of improvements to the SVP bulk electric system required to serve the increased load.

<b>Phase 0</b> – Load Development Fee (based on 9MVA)	+3 years Substation Facilities Energization Date	\$3,140,910	PM #8 - City to invoice 9 MVA of Phase 0 ramp schedule, per Table E1, 3 years after substation service energized based on current municipal fee schedule rate at time of invoice date. Payment must be received in full before capacity will be made available to Customer..	Customer Load Development Fee = \$348.99/kVA. Load Development Fees are based on Municipal fee schedule in effect at time of capacity request from Customer. Load Development Fee represents the cost of improvements to the SVP bulk electric system required to serve the increased load.
<b>Total for Load Development Fees</b>		<b>\$17,100,510</b>		
<b>Estimated Grand Total for Entire Project</b>		<b>\$25,686,889</b>		

## EXHIBIT E

### Total Available Capacity Schedule

The Total Available Capacity shall be made available for Customer's use based on the timeline shown in Table E1 ("Total Available Capacity"). Total Available Capacity is divided into phases that are three (3) years in duration. The start date of the Total Available Capacity is the July 1<sup>st</sup> following the energization date of the Substation Facilities ("Total Available Capacity Start Date").

Table E1 – Total Available Capacity Schedule

Phase	Phase Start Date	Phase End Date	Year	Load Ramp Schedule	Purchase Capacity	Total Available Capacity (Max 49 MW)
Interim	Substation Agreement	Substation Facilities Energization	2023	5	12	12
			2024	9	8	20
0	Substation Facilities Energization Date +1	3 years after Facilities Energization Date	2025	14	0	20
			2026	19	10	30
			2027	24	0	30
1	Substation Facilities Energization date +4 years	5 years after Phase 1 Start Date	2028	29	10	40
			2029	34	0	40
			2030	35	0	40
			2031	36	0	40
			2032	37	0	40
2 - Final	Substation Facilities Energization date +9 years	5 years after Phase 2 Start Date	2031	38	9	49
			2032	39	0	49
			2033	40	0	49
			2034	41	0	49
			2035	42	0	49

- The Total Available Capacity – Table E1 is the agreed upon total available capacity

schedule where the customer shall pay the load development fees.

- Customer shall be responsible for providing an annual 10-Year load forecast by month, due June 30. A template will be provided annually by SVP to complete this process. This forecast will be used to determine applicable capacity available for use and incorporated into SVP's Transmission Planning Process. SVP will provide approved load forecast by October 1st of each year.
- Load development fees are determined based on the approved annual load forecast. Following execution of this agreement, a total of 20 MVA is due; once load exceeds the amount of capacity paid, it will be billed in 10 MVA increments calculated based on the current municipal fee schedule rate at time of invoice date.

After the end of Phase 1, SVP at its reasonable discretion may reduce the Total Available Capacity based on Customer's peak demand during the last completed year. The Customer's peak demand is calculated as the highest demand average over three (3) consecutive monthly billing periods within each phase. This reduced Total Available Capacity is calculated as the Customer's peak demand plus 10%. The subsequent Phases Total Available Capacity will adhere to the Total Available Capacity Schedule. Any increase the Total Available Capacity, in the year following a reduction in Total Available Capacity will require SVP approval in writing.

The Final Total Available Capacity, including any capacity reductions, shall persist after Final Phase End Date through the term of this Agreement. SVP may continue to issue Capacity Reduction Notices by evaluating the highest demand average over (3) three consecutive monthly billing periods during a 5-year window beginning with Final Phase End Date.

If the monthly (nominally 30 day period) energy in kilowatt-hours to kVA demand ratio does not exceed 500:1 during each of the same three monthly periods in the above referenced consecutive period, then SVP may reduce the amount to be refunded to recuperate losses due to power purchases based on the Customer's stated energy needs. Periods when Customer is performing maintenance or commissioning shall be excluded from the 500:1 calculation. Customer shall provide at least 14-day advance notice of any maintenance or commissioning activities.

If the Total Available Capacity has been subject to the above mentioned capacity reduction at any time during the term of the Agreement and the Customer's Demand is expected to increase above the reduced Total Available Capacity, then the Customer may request an amendment to the Agreement and Total Available Capacity Schedule. Such amendment to the Agreement is not to be unreasonably withheld or delayed.

## EXHIBIT F Capacity Reduction Notice

This Capacity Reduction Notice is made pursuant to the [INSERT SUBSTATION NAME] Substation Agreement (the "Agreement"), between the City of Santa Clara, California, a chartered California municipal corporation ("City") and [INSERT NAME OF ENTITY], [INSERT TYPE OF ENTITY] ("Customer") dated \_\_\_\_\_, 20\_\_\_\_. This Capacity Reduction Notice is governed by the provisions of the Agreement, and this Capacity Reduction Notice is incorporated into that Agreement.

Customer is hereby notified that the Total Available Capacity per the Total Available Capacity Schedule (Exhibit E) of the Agreement has been reduced according to the below calculations:

1. Capacity Reduction Notice pursuant to Phase #: [INSERT SUBJECT YEAR]
2. Total Available Capacity per Total Available Capacity Schedule for year: \_\_\_\_\_ MVA
3. Peak demand for [INSERT FIRST MONTH], 20\_\_\_\_ during evaluation period [INSERT PHASE YEAR STATED IN STEP 1]: \_\_\_\_\_ MVA
4. Peak demand for [INSERT SECOND MONTH], 20\_\_\_\_ during evaluation period [INSERT YEAR STATED IN STEP 1]: \_\_\_\_\_: \_\_\_\_\_ MVA
5. Peak demand for [INSERT THIRD MONTH], 20\_\_\_\_ during evaluation period [INSERT YEAR STATED IN STEP 1]: \_\_\_\_\_: \_\_\_\_\_ MVA
6. Peak demand average of the 3 months: [INSERT AVERAGE OF STEPS 3, 4, AND 5] MVA
7. Peak demand average with Additional 10%: [INSERT MVA FROM STEP 6 MULTIPLIED BY 1.1] MVA

The new Total Available Capacity for Phase # [INSERT YEAR STATED IN STEP 1] is [INSERT MVA CALCULATED IN STEP 7] MVA.

Based on the above reduction calculation, Table E1- Total Available Capacity Schedule in Exhibit E of the Agreement has been reduced as shown below:



Revised Table E1 – Total Available Capacity Schedule

Phase	Phase Start Date	Phase End Date	Phase's Added Capacity	Total Available Capacity
1				
2				
3				
4				

This Capacity Reduction Notice is effective 30 days from the date signed by the SVP official below.

The Revised Table E1 Total Available Capacity Schedule shown above supercedes previous Capacity Reduction Notice issued, if such notices provided a higher Total Available Capacity.

By:

Name: \_\_\_\_\_

Title: Chief Electric Utility Officer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

File: File signed copy of Notice with the City Clerk's Office in Freedom Circle Junction Substation Agreement