

**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
MARCH 03, 2026  
110 EAST MAIN STREET AND TELECONFERENCE  
TOWN COUNCIL CHAMBERS  
7:00 PM**

*Rob Moore, Mayor  
Maria Ristow, Vice Mayor  
Mary Badame, Council Member  
Matthew Hudes, Council Member  
Rob Rennie, Council Member*

**IMPORTANT NOTICE**

This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through Zoom Webinar (log-in information provided below). You may watch the Council meeting without providing public comment on Comcast cable channel 15 or at [www.LosGatosCA.gov/TownYouTube](http://www.LosGatosCA.gov/TownYouTube). Members of the public may provide public comments for agenda items in-person or virtually by following the instructions listed at the end of the agenda.

**To watch and participate via Zoom, please go to:**

<https://logatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqldSSWpjaxYoK.1>

Enter Passcode: 577971

**CALL MEETING TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**CONSENT ITEMS** *(Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may remove an item from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions located at the end of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

- 1. Approve the Minutes of the February 17, 2026, Town Council Meeting.**  
**RECOMMENDATION:** Approve the Minutes of the February 17, 2026, Town Council Meeting.
- 2. Adopt an Ordinance of the Town Council of the Town of Los Gatos Repealing and Replacing Planned Development Ordinance 2281 Establishing Development Standards**

and Allowable Uses for Lots within the Planned Development Overlay Zone for Property Located at 16100 Greenridge Terrace (APN: 527-12-002); and Adopt an Ordinance of the Town Council of the Town of Los Gatos Amending the Zoning Code Effecting a Zone Change from HR-2½:PD (Hillside Residential, Two and One-Half to 10 Acres for Each Dwelling Unit, Planned Development) to HR-1 (Hillside Residential, One to Five Acres for Each Dwelling Unit) for a Portion of Property Located at 16084 Greenridge Terrace. Located at 16300 and 16084 Greenridge Terrace and 240 La Terra Court. APNs 527-12-003, 527-12-004, and 527-15-002. The Request for Modification of a Planned Development Ordinance is Not Considered a Project Pursuant to the California Environmental Quality Act (CEQA). The Request for a Zone Change is Categorically Exempt Pursuant to CEQA Guidelines Section 15061(b)(3): Common Sense Exemption. Property Owners: 16300 Greenridge Terrace and 240 La Terra Court: Greenridge Terrace Development, LLC; and 16084 Greenridge Terrace: Richard Luu. Applicant: Hanna Brunetti. Project Planner: Sean Mullin.

**Ordinance Titles:** An Ordinance of the Town Council of the Town of Los Gatos repealing and replacing Planned Development Ordinance 2281 establishing development standards and allowable uses for lots within the Planned Development Overlay zone for property located at 16100 Greenridge Terrace (APN: 527-12-002).

An Ordinance of the Town Council of the Town of Los Gatos amending the Zoning Code effecting a zone change from HR-2½:PD (Hillside Residential, two and one-half to 10 acres for each dwelling unit, Planned Development) to HR-1 (Hillside Residential, one to five acres for each dwelling unit) for a portion of property located at 16084 Greenridge Terrace.

**RECOMMENDATION:** Adopt an Ordinance of the Town Council of the Town of Los Gatos repealing and replacing Planned Development Ordinance 2281 establishing development standards and allowable uses for lots within the Planned Development Overlay zone for property located at 16100 Greenridge Terrace (APN: 527-12-002); and Adopt an Ordinance of the Town Council of the Town of Los Gatos amending the Zoning Code effecting a Zone Change from HR-2½:PD (Hillside Residential, two and one-half to 10 acres for each dwelling unit, Planned Development) to HR-1 (Hillside Residential, one to five acres for each dwelling unit) for a portion of property located at 16084 Greenridge Terrace. Properties located at 16300 and 16084 Greenridge Terrace and 240 La Terra Court.

**3. Adopt a Resolution Approving the Final Map for Tract Number 10657 (Solana Project), Accepting the Dedications, and Approving and Authorizing the Town Manager to Execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement in Substantially the Form Presented**

**RECOMMENDATION:** Adopt a resolution approving the final map for Tract Number 10657 (Solana Project), accepting the dedications, and approving and authorizing the Town Manager to execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement, in substantially the form presented.

**4. Approve the 2026 Diversity, Equity, and Inclusion (DEI) Commission Work Plan**

**RECOMMENDATION:** Approve the 2026 Diversity, Equity, and Inclusion (DEI) Commission work plan.

**OTHER BUSINESS** *(Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

**5. Review and Provide Direction on Meeting Minute Format**

**RECOMMENDATION:** Reaffirm the use of action minutes for all meetings; and modify the current practice for public comment to only identify speakers without summarizing the content of their remarks (for both agenda items and verbal communication).

**VERBAL COMMUNICATIONS** *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda and is within the subject matter jurisdiction of the Town Council. The law generally prohibits the Town Council from discussing or taking action on such items. However, the Council may instruct staff accordingly. Town resources may not be used to facilitate audio or visual presentations. To ensure all agenda items are heard, this portion of the agenda is limited to 30 minutes. In the event additional speakers were not heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

**COUNCIL MATTERS** *(Members of the public who wish to speak on matters listed under Council Matters may do so under Verbal Communications.)*

**MANAGER MATTERS**

**ATTORNEY MATTERS AND CLOSED SESSION REPORT**

**ADJOURNMENT** *(Council policy is to adjourn no later than midnight unless a majority of Council votes for an extension of time.)*

**ADA NOTICE** - In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the Clerk's Office at (408) 354-6834. Please notify the Clerk's Office at least two (2) business days prior to the meeting so that reasonable arrangements can be made to ensure accessibility in compliance with 28 CFR §35.102-35.104 and related provisions.

**NOTICE REGARDING SUPPLEMENTAL MATERIALS** - Materials related to an item on this agenda submitted to the Town Council after initial distribution of the agenda packets are available for public inspection in the Clerk's Office at Town Hall, 110 E. Main Street, Los Gatos and on the Town's website at [www.losgatosca.gov](http://www.losgatosca.gov). Town Council agendas and related materials can be viewed online at <https://losgatos-ca.municodemeetings.com/>.

**HOW TO PARTICIPATE**

Members of the public may provide public comments for agenda items in-person or virtually through the Zoom Webinar by following the instructions listed below.

The public is welcome to provide oral comments in real-time during the meeting in three ways:

- **Zoom Webinar (Online):** To participate from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: <https://losgatosca.gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqldSSWpjxYoK.1> Passcode: **577971**. You can also type in **867 3036 3468** in the “Join a Meeting” page on the Zoom website at [www.zoom.us](http://www.zoom.us) and use passcode **577971**. When the Mayor announces the item for which you wish to speak, click the “raise hand” feature in Zoom.
- **Telephone:** To participate by phone please dial 1 (408) 961-3927 or 1 (855) 758-1310 for US Toll-free and use Meeting ID: **867 3036 3468**. When the Mayor announces the item for which you wish to speak, press \*9 on your telephone keypad to raise your hand.
- **In-Person:** Please complete a “speaker’s card” located on the back of the chamber benches and submit it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

**NOTES:** Comments will be limited to three (3) minutes or less at the Mayor’s discretion. If you are unable to participate in real-time, you may email to [Clerk@losgatosca.gov](mailto:Clerk@losgatosca.gov) the subject line “Public Comment Item #\_\_” (insert the item number relevant to your comment).

Deadlines to submit written comments are:

- 3:00 p.m. the Thursday before the Council meeting for inclusion in the agenda packet.
- 3:00 p.m. the Friday and Monday before the Council meeting for inclusion in an addendum.
- 11:00 a.m. the day of the Council meeting for inclusion in a desk item.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/3/2026

ITEM NO: 1

ITEM NO. 1.

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**DRAFT  
Minutes of the Town Council Meeting  
Tuesday, February 17, 2026**

The Town Council of the Town of Los Gatos conducted a regular meeting in person and via teleconference.

**MEETING CALLED TO ORDER AT 7:02 P.M.**

**ROLL CALL**

Present: Mayor Rob Moore, Vice Mayor Maria Ristow, Council Member Mary Badame, Council Member Rob Rennie, Council Member Matthew Hudes.

Absent: None.

**PLEDGE OF ALLEGIANCE**

Council Member Badame led the Pledge of Allegiance. The audience was invited to participate.

**PRESENTATIONS**

Mayor Moore presented recognitions to the business of the month and the resident of the month.

**CONSENT ITEMS (TO BE ACTED UPON BY A SINGLE MOTION)**

1. Approve the Minutes of the February 3, 2026, Boards and Commissions Interviews.
2. Approve the Minutes of the February 3, 2026, Town Council Meeting.
3. Approve the Minutes of February 10, 2026, Special Town Council Meeting.
4. Receive the Monthly Financial and Investment Report for December 2025.
5. Authorize the Town Manager to Execute an Agreement for Services with Schaaf & Wheeler for the Drainage Assessment of Loma Street in an Amount Not to Exceed \$147,060.
6. Authorize the Town Manager to Execute an Amendment to an Agreement for Downtown Garbage and Recycling Services with Universal Site Services to Amend the Scope of Services and Increase the Total Agreement Amount by \$2,056.76.
7. Adopt an Ordinance of the Town Council Amending the Town's Special Events Regulations in Chapter 14 to Establish an Entertainment Zone, Pursuant to State Law, Allowing Outdoor Consumption of Alcoholic Beverages During Permitted Events  
Ordinance Title: An Ordinance of the Town Council of The Town of Los Gatos Amending Article X, "Special Events," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town of Los Gatos Town Code to Establish an Entertainment Zone Pursuant to SB 969. **ORDINANCE 2382**
8. Authorize the Town Manager to Execute a Second Amendment to the Agreement for

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SUBJECT: Draft Minutes of the Town Council Meeting of February 17, 2026

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Services with Pacific Water Art, Inc. to Increase the Agreement Amount for Additional Maintenance and Repair Costs.

9. Approve the 2026 Work Plan Recommended by the Town's Parks and Sustainability Commission.
10. Approve the 2026 Town Council Policy Committee Work Plan.

Mayor Moore opened public comment.

Carin Yamamoto

- Commented on concern with the minutes.

Member of the Public

- Commented on concerns with items two, three, five, and seven.

Mayor Moore closed public comment.

**MOTION: Motion by Vice Mayor Ristow to approve items one through ten. Seconded by Council Member Rennie.**

**VOTE: Motion passed unanimously.**

### VERBAL COMMUNICATIONS

Joe Enz, Friends of the Los Gatos Creek

- Commented on addressing an unsecured gate.

Member of the Public

- Commented on various concerns.

Burr Nissen

- Commented on concerns regarding Immigration and Customs Enforcement (ICE).

Carin Yamamoto

- Commented on concerns with Item eight regarding fountain maintenance costs.

### PUBLIC HEARING

11. Consider a Recommendation by the Planning Commission to Approve a Request to Modify Planned Development Ordinance 2281 to Allow for Two Lot Line Adjustments Between Three Properties and a Zone Change of a Portion of Land from HR-2½:PD to HR-1 on Properties Zoned HR-2½:PD and HR-1. Located at 16300 Greenridge Terrace, 16084 Greenridge Terrace, and 240 La Terra Court. APNs 527-12-003, 527-12-004, and 527-15-002. The Request for Modification of a Planned Development Ordinance is Not Considered a Project Pursuant to the California Environmental Quality Act (CEQA). The Request for a Lot Line Adjustment is Statutorily Exempt from CEQA as a Ministerial Approval in Accordance

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SUBJECT: Draft Minutes of the Town Council Meeting of February 17, 2026

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with Public Resources Code Section 21080(b)(1) (CEQA Statute) and CEQA Guidelines Section 15268. The Request for a Zone Change is Categorically Exempt Pursuant to CEQA Guidelines Section 15061(b)(3): Common Sense Exemption. Property Owners: 16300 Greenridge Terrace and 240 La Terra Court: Greenridge Terrace Development, LLC.

Sean Mullin, Planning Manager, presented the staff report.

Council members asked questions.

Mayor Moore opened public comment.

Mark Ellenbogen and Amanda Musy-Verdel, representatives for the property owners  
- Spoke in favor of the lot line adjustment.

Mayor Moore closed public comment.

**MOTION: Motion by Council Member Badame to accept staff recommendations, which includes the eight items referenced by staff [in the staff report]. Seconded by Council Member Hudes.**

Council provided the following disclosures:

- Council Member Hudes stated he visited the site.
- Vice Mayor Ristow stated she visited the area.
- Mayor Moore stated he visited the area.

**VOTE: Motion passed unanimously.**

### **OTHER BUSINESS**

12. Adopt Amendments to Council Policy 5-02 Flag Policy to Establish a Commemorative Flag Framework.

Chris Constantin, Town Manager, presented the staff report.

Council asked questions.

Mayor Moore opened public comment.

Member of the Public

- Provided comments related to the item.

Mayor Moore closed public comment.

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SUBJECT: Draft Minutes of the Town Council Meeting of February 17, 2026

DATE: March 3, 2026

**MOTION:** **Motion by Vice Mayor Ristow** to adopt amendments to Council Policy 5-02 Flag Policy to establish a formal framework permitting the display of commemorative flags as an exercise of government speech, when initiated by a Councilmember and approved by resolution of the Town Council. **Seconded by Mayor Moore.**

Council discussed the item.

**VOTE:** **Motion passed 3-1-1.** Council Member Badame opposed, Council Member Rennie abstained.

Mayor Moore called a recess at 8:59 p.m.

Mayor Moore reconvened the meeting at 9:09 p.m.

13. Adopt a Resolution Authorizing the Display of the Progress Pride Flag at Town Hall During the Month of June 2026. **RESOLUTION 2026-009**

Chris Constantin, Town Manager, presented the staff report.

Council asked questions.

Mayor Moore opened public comment.

Elijah Asheghian

- Commented in support of raising the Pride flag.

Terry Hernandez

- Commented in support of raising the Pride flag.

Jan Schwartz

- Spoke about acceptance and inclusivity.

Member of the Public

- Commented on concerns regarding the item.

Sue Ann Lorig

- Commented in support of raising the Pride flag.

Siyona Singhal

- Commented in support of raising the Pride flag.

Lee Cummings

- Commented in support of the item.

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SUBJECT: Draft Minutes of the Town Council Meeting of February 17, 2026

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Scarlett Daynard

- Commented in support of raising the Pride flag.

Nova Jayaraj

- Commented in support of raising the Pride flag.

Surya Pandiyan

- Commented in support of the resolution.

Guy Shaham, Los Gatos-Saratoga Youth Advocacy

- Commented in support of raising the Pride flag.

Jeff Suzuki, Los Gatos Anti Racism Coalition

- Commented in support for raising the Pride flag.

Carin Yamamoto

- Commented in support of raising the Pride flag.

Chesle Bae

- Commented in support of raising the Pride flag.

Kylie Clark

- Commented in support of flying the Pride flag.

Jim Kastleman

- Commented in support of flying the Pride flag.

Ali Miano

- Commented on supporting marginalized communities.

Ken Yeager, Former San Jose City Council Member

- Commented in support of raising the Pride flag

Mayor Moore closed public comment.

Council discussed the item.

**MOTION: Motion by Vice Mayor Ristow** to adopt a Resolution authorizing the display of the Progress Pride Flag at Town Hall during the month of June 2026. **Seconded by Council Member Hudes.**

**VOTE: Motion passed 4-1.** Council Member Badame opposed.

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SUBJECT: Draft Minutes of the Town Council Meeting of February 17, 2026

DATE: March 3, 2026

Mayor Moore called a recess at 8:59 p.m.

Mayor Moore reconvened the meeting at 9:12 p.m.

14. Receive the FY 205-26 Mid-Year Budget Report, including the FY 2025-26 Year End Projections.

Kristina Alfaro, Administrative Services Director, presented the staff report.

Council asked questions.

Mayor Moore opened public comment.

Lee Fagot

- Comment on the town's budget and future costs.

Mayor Moore closed public comment.

Council discussed the item.

**MOTION: Motion by Council Member Hudes** to authorize the Budget Adjustment of \$3,581,888 in revenues and \$1,350,141 in increases expenses as recommended in the Mid-Year Budget Report and add that the source of the money for the deferred maintenance repairs on the on the Adult Recreation Center be taken from the General Fund Appropriated Reserve (GFAR) Fund. **Seconded by Council Member Rennie.**

Council discussed the motion.

**SUBSTITUTE MOTION: Motion by Vice Mayor Ristow** to authorize the budget adjustments of \$3,581,888 revenues and \$1,350,141 in increased expenses as recommended in the Mid-Year Budget Report, and that prior to the end of the fiscal year, if projections demonstrated a fund balance surplus, that we first replenish the community Center fund to its current balance. **Seconded by Council Member Rennie.**

**VOTE: Motion passed unanimously.**

## **COUNCIL/TOWN MANAGER REPORTS**

### **Council Matters**

- Council Member Rennie stated he attended a Silicon Valley Clean Energy board meeting.
- Council Member Hudes stated he met with John Cowan of El Camino Health, met with West Valley Community Service Providers; attended a memorial for Larry Arzie, and the Los Gatos Thrives Foundation Executive Committee meeting

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SUBJECT: Draft Minutes of the Town Council Meeting of February 17, 2026

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- Vice Mayor Ristow stated she attended the Finance Commission meeting, the Conceptual Design meeting, the Vally Transportation Authority (VTA) Policy Committee meeting, the Cities Association Legislative Action Committee meeting, and the Los Gatos History Club donor brick garden dedication.
- Council Member Badame stated she participated in the West Valley Stormwater Authority board meeting, the West Valley Solid Waste Management Authority meeting, the Conceptual Development Advisory Committee meeting, the Cities Association Legislative Action Committee meeting, and the Los Gatos History Club donor brick garden dedication.
- Mayor Moore stated he participated in round tables with West Valley leaders, Supervisor Abbe Kobjg, and Congressmen Sam Liccardo; attended the Silicon Valley Youth Climate Action Awards; met with Saint Vincent Depal Society; attended VTA meetings, West Valley Sanitation District meetings, and the Cities Association board meeting.

### **Town Manager Report**

Chris Constantin, Town Manager

- Provided an update regarding the Residence Alarm Ordinance.

### **Closed Session Reports**

There were no updates.

### **ADJOURNMENT**

The meeting adjourned at 10:53 p.m.

Respectfully Submitted:

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Keara Johnson, Deputy Town Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/03/2026

ITEM NO. 2.

ITEM NO: 2

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DATE: February 26, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Adopt an Ordinance of the Town Council of the Town of Los Gatos Repealing and Replacing Planned Development Ordinance 2281 Establishing Development Standards and Allowable Uses for Lots within the Planned Development Overlay Zone for Property Located at 16100 Greenridge Terrace (APN: 527-12-002); and Adopt an Ordinance of the Town Council of the Town of Los Gatos Amending the Zoning Code Effecting a Zone Change from HR-2½:PD (Hillside Residential, Two and One-Half to 10 Acres for Each Dwelling Unit, Planned Development) to HR-1 (Hillside Residential, One to Five Acres for Each Dwelling Unit) for a Portion of Property Located at 16084 Greenridge Terrace. Located at 16300 and 16084 Greenridge Terrace and 240 La Terra Court. APNs 527-12-003, 527-12-004, and 527-15-002. The Request for Modification of a Planned Development Ordinance is Not Considered a Project Pursuant to the California Environmental Quality Act (CEQA). The Request for a Zone Change is Categorically Exempt Pursuant to CEQA Guidelines Section 15061(b)(3): Common Sense Exemption. Property Owners: 16300 Greenridge Terrace and 240 La Terra Court: Greenridge Terrace Development, LLC; and 16084 Greenridge Terrace: Richard Luu. Applicant: Hanna Brunetti. Project Planner: Sean Mullin.**

**Ordinance Titles: An Ordinance of the Town Council of the Town of Los Gatos repealing and replacing Planned Development Ordinance 2281 establishing development standards and allowable uses for lots within the Planned Development Overlay zone for property located at 16100 Greenridge Terrace (APN: 527-12-002).**

**An Ordinance of the Town Council of the Town of Los Gatos amending the Zoning Code effecting a zone change from HR-2½:PD (Hillside Residential, two and one-half to 10 acres for each dwelling unit, Planned Development)**

PREPARED BY: Sean Mullin, AICP  
Planning Manager

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Community Development Director

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SUBJECT: 16300 and 16084 Greenridge Terrace and 240 La Terra Court/

PD-25-004, M-25-006, and Z-25-001

DATE: February 26, 2026

**to HR-1 (Hillside Residential, one to five acres for each dwelling unit) for a portion of property located at 16084 Greenridge Terrace.**

**RECOMMENDATION:** Adopt an Ordinance of the Town Council of the Town of Los Gatos repealing and replacing Planned Development Ordinance 2281 establishing development standards and allowable uses for lots within the Planned Development Overlay zone for property located at 16100 Greenridge Terrace (APN: 527-12-002); and Adopt an Ordinance of the Town Council of the Town of Los Gatos amending the Zoning Code effecting a Zone Change from HR-2½:PD (Hillside Residential, two and one-half to 10 acres for each dwelling unit, Planned Development) to HR-1 (Hillside Residential, one to five acres for each dwelling unit) for a portion of property located at 16084 Greenridge Terrace. Properties located at 16300 and 16084 Greenridge Terrace and 240 La Terra Court.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action. Approving the amendment to the Planned Development 2281 and zone change applications would not in itself result in an impact on the Town's budget.

**STRATEGIC PRIORITY:**

The modification to the Planned Development Overlay zone and zone change support the Town's core goal of Community Character and the strategic priority to preserve the Town's small-town charm and provide a range of housing opportunities and historic neighborhoods, while diligently maintaining and implementing the Housing Element.

**BACKGROUND:**

On February 17, 2026, the Town Council considered and voted unanimously to introduce the above referenced Ordinances and adopted a Resolution approving the Lot Line Adjustment application. Adoption of the Ordinances included as Attachments 1 and 2 would finalize the decision. The Ordinances will take effect 30 days after adoption.

**PUBLIC COMMENTS:**

Project signage was installed on the site, and written notice was sent to property owners and tenants located within 500 feet of the subject properties. Project signs were updated following the Planning Commission hearing dates to show the Town Council hearing date and time. At the

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SUBJECT: 16300 and 16084 Greenridge Terrace and 240 La Terra Court/  
PD-25-004, M-25-006, and Z-25-001

DATE: February 26, 2026

time of publication of this report, no public comments were received.

COORDINATION:

This report was coordinated with the offices of the Town Manager and Town Attorney.

ENVIRONMENTAL ASSESSMENT:

The request for modification of a Planned Development Ordinance is not considered a project pursuant to the California Environmental Quality Act (CEQA). The request for a Zone Change is Categorically Exempt Pursuant to CEQA Guidelines Section 15061(b)(3): Common Sense Exemption. A Notice of Exemption will not be filed.

ATTACHMENTS:

1. Draft Planned Development Ordinance
2. Draft Zone Change Ordinance, with Exhibit A

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**ORDINANCE**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
REPEALING AND REPLACING PLANNED DEVELOPMENT ORDINANCE 2281  
ESTABLISHING DEVELOPMENT STANDARDS AND ALLOWABLE USES FOR LOTS  
WITHIN THE PLANNED DEVELOPMENT OVERLAY ZONE  
FOR PROPERTY LOCATED AT  
16100 GREENRIDGE TERRACE (APN: 527-12-002)**

**WHEREAS**, the applicants propose to amend Planned Development Ordinance 2281 to allow for two Lot Line Adjustments between three properties and a zone change of a portion of land from HR-2½:PD to HR-1 on Properties Zoned HR-2½:PD and HR-1, located at 16300 Greenridge Terrace, 16084 Greenridge Terrace, and 240 La Terra Court; and

**WHEREAS**, the performance standards of Planned Development Ordinance 2281 will remain in effect for all lots within this Planned Development Overlay Zone, with the added construction and use of improvements in Section III below; and

**WHEREAS**, the Planning Commission recommended approval of the modification to Planned Development amendment at its regularly noticed public hearing on January 14, 2026, finding that the amendment meets the purpose and intent of a Planned Development Overlay Zone, is in conformance with the Town’s General Plan, is in conformance with all applicable provisions of the Town Code, and that the amendment allows for a Lot Line Adjustment with the resulting lots meeting the zoning requirements for size and remaining consistent with intent of the existing Planned Development Ordinance; and

**WHEREAS**, this matter was regularly noticed in conformance with State and Town law and came before the Town Council for public hearing on February 17, 2026; and

**WHEREAS**, the Town Council accepted the report of the Planning Commission’s recommendation of approval of the Planned Development amendment; and

**WHEREAS**, the Town Council considered all facts and information related to the request to amend Planned Development Ordinance 2281 to allow for two Lot Line Adjustments between three properties and a zone change of a portion of land from HR-2½:PD to HR-1 on Properties Zoned HR-2½:PD and HR-1, located at 16300 Greenridge Terrace, 16084 Greenridge Terrace,

and 240 La Terra Court (Santa Clara County Assessor Parcel Numbers APNs 527-12-003, 527-12-004, and 527-15-002.) as shown on Exhibit A.

**WHEREAS**, the Town Council approves Planned Development application PD-25-004 to repeal and replace Planned Development Ordinance 2281 clarifying development standards, allowable uses, and performance standards for this Planned Development Overlay Zone.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION I. Legislative Findings.**

1. With regard to CEQA, the request to modify Planned Development Ordinance 2281 is not considered a project pursuant to the California Environmental Quality Act (CEQA).
2. With regard to required compliance with the Town Code, as required by Section 29.80.095 of the Town Code for granting a Planned Development Overlay Zone, the proposed amendment:
  - A. Is consistent with Chapter 29, Article VIII, Division 2 of the Town Code in that it meets the purpose and intent of a Planned Development Overlay Zone;
  - B. Conforms with the goals, policies, and applicable land use designations and standards of the Town's General Plan, including but not limited to Goals LU-1, LU-6, and CD-14, and Policies LU-6.1, LU-6.4, LU-6.5, CD-14.1, and CD-14.2;
  - C. Conforms with all other applicable provisions of the Town Code,; and
  - D. Allows for a Lot Line Adjustment with the resulting lots with meeting the zoning requirements for size and remaining consistent with intent of the existing Planned Development Ordinance.

**SECTION II. Planned Development Overlay Zone.**

The Town Code of the Town of Los Gatos is hereby amended to change the zoning on property located at 16100 Greenridge Terrace (Santa Clara County Assessor Parcel Number 527-12-002) as shown on the map attached hereto as Exhibit A, and is part of this Ordinance, from HR-2½ (Hillside Residential, two and one-half to 10 acres for each dwelling unit) to HR-2½:PD (Hillside Residential, two and one-half to 10 acres for each dwelling unit, Planned

Development). Ordinance number 2281, passed and adopted by the Town Council of Los Gatos on April 16, 2019, is hereby repealed and replaced with this Ordinance.

### **SECTION III. Uses and Improvements Authorized.**

The PD (Planned Development Overlay) zone established by this Ordinance authorizes the following construction and use of improvements:

1. Subdivision of one lot into eight lots.
2. Construction of eight market rate single-family detached residences.
3. Landscaping, private streets, trails, parking and other improvements shown and required on the Official Development Plans.
4. Dedication of trail easements to the Town of Los Gatos as shown on the Official Development Plans.
5. Uses permitted are those specified in the HR-2½ (Hillside Residential, two and half to 10 acres for each dwelling unit) zone by Sections 29.40.235 (Permitted Uses), as it exists at the time of the adoption of this Ordinance, or as they may be amended in the future.
6. As provided in Exhibit C and approved by the Town Council under Lot Line Adjustment application M-25-006, adjustment of the common lot line between Lot 1 (16300 Greenridge Terrace) and Lot 2 (240 La Terra Court); and adjustment of the common lot line between Lot 1 (16300 Greenridge Terrace) and 16084 Greenridge Terrace.

### **SECTION IV. Compliance with Other Development Standards.**

All provisions of the Town Code apply, except when the Official Development Plan specifically shows otherwise.

### **SECTION V. Tentative Subdivision Map and Architecture and Site Approvals Required.**

A Tentative Subdivision Map and Architecture and Site Approvals are required before construction of subdivision improvements or new residences, whether or not a permit is required for the work and before any permit for construction is issued. Construction permits shall only be in a manner complying with Section 29.80.130 (PD Ordinance) of the Town Code.

### **SECTION VI. Official Development Plans.**

The attached Exhibit A (Map), and Exhibit B (Official Development Plans), are part of the

Official Development Plan. The following performance standards must be complied with before issuance of any grading, or construction permits (mitigation measures are so noted and are flagged with an asterisk):

TO THE SATISFACTION OF THE DIRECTOR OF COMMUNITY DEVELOPMENT:

*Planning Division*

1. OFFICIAL DEVELOPMENT PLANS: The Official Development Plans provided are conceptual in nature. Final building footprints and building designs shall be determined during the Architecture and Site approval process. Colors and building materials shown on the Official Development Plans are not approved and shall be reviewed during the Architecture and Site application approval process.
2. TOWN INDEMNITY: Applicants are notified that Town Code Section 1.10.115 requires that any applicant who receives a permit or entitlement from the Town shall defend, indemnify, and hold harmless the Town and its officials in any action brought by a third party to overturn, set aside, or void the permit or entitlement. This requirement is a condition of approval of all such permits and entitlements whether or not expressly set forth in the approval, and may be secured to the satisfaction of the Town Attorney.
3. SUBDIVISION REQUIRED: A Tentative Map application shall be approved for the project prior to the issuance of building permits. The Development Review Committee may be the deciding body of the Tentative Map.
4. ARCHITECTURE AND SITE APPROVAL REQUIRED: A separate Architecture and Site (A&S) application and approval is required for each of the new residences. The Architecture and Site applications shall be reviewed by the Development Review Committee. Architectural details, including fencing and a project entry sign, shall be refined as part of this process with input from the Town's Consulting Architect.
5. FINAL LANDSCAPE PLAN: A final landscape plan shall be reviewed by the Town's Consulting Landscape Architect and approved as part of the Architecture and Site process. Minimum tree size at time of planting shall be 24-inch box.
6. WATER CONSERVATION ORDINANCE REQUIREMENT: The proposed landscaping shall meet the Town of Los Gatos Water Conservation Ordinance or the State Water Efficient Landscape Ordinance, whichever is more restrictive. A review fee based on the current fee schedule adopted by the Town Council is required when working landscape and irrigation plans are submitted for review prior to the issuance of a building permit.
7. SETBACKS: The minimum setbacks are those specified by the HR-2½ zoning district or as otherwise shown on the Conceptual Development Plans.

8. FENCING: Fencing shall comply with the Town Code and Hillside Development Standards and Guidelines in place at the time of approval. Fence locations, design, and materials shall be reviewed and approved during the Architecture and Site review(s). The CC&R's for the project shall include a restriction prohibiting the home owners from replacing the fence type approved during the Architecture and Site review(s) without prior approval from the Town. The CC&R's shall prohibit fencing within the open space easement.
9. BUILDING HEIGHT: The maximum height of the new residences shall be the maximum height listed in the Hillside Development Standards and Guidelines. The maximum height of the new residences on lots 3, 4, 5, and 8 shall be limited to 18 feet due to visibility concerns.
10. BUILDING FLOOR AREA: The maximum floor area of the new residences shall be the maximum floor area listed in the Hillside Development Standards and Guidelines.
11. GRADING: Depths of cut and fill for the roadway and site improvements shall not exceed the maximums shown in the Official Development Plans (Exhibit B).
12. OUTDOOR LIGHTING: All exterior building and outdoor lighting shall be shielded and directed away from neighboring properties, to shine on the project site only. Lighting shall be the minimum needed for pedestrian safety and security. Lighting specifications shall be reviewed as part of the Architecture and Site process.
13. EXTERIOR COLORS: The exterior colors of all structures shall comply with the Hillside Development Standards and Guidelines.
14. DEED RESTRICTION: Prior to the issuance of a building permit, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that requires all exterior materials be maintained in conformance with the Town's Hillside Development Standards and Guidelines.
15. BELOW MARKET PRICE (BMP) IN-LIEU FEE: A Below Market Price (BMP) in-lieu fee shall be paid by the property owner/developer pursuant to Town Code Section 29.10.3025 and any applicable Town Resolutions. The fee amount shall be based upon the Town Council fee resolution in effect at the time a final or vesting tentative map is approved.
16. PROJECT CC&R's. CC&R's shall be provided with the Tentative Map application and shall address the following:
  - a. Maintenance of private roadway
  - b. Maintenance of landscaping adjacent to the private road
  - c. Maintenance of storm drain system
  - d. Maintenance of public open space
  - e. Maintenance of public trail

f. Landscape guidelines (shall be compliant with the Hillside Development Standards and Guidelines, EIR, and safe fire protocol).

- 17. FINAL CC&R's: Final CC&R's shall be approved by the Town Attorney prior to the recording of the Final Map. The CC&R's shall include provisions for traffic circulation, vehicle parking enforcement procedures, and landscaping, exterior lighting and fencing restrictions. The approved CC&R's shall become conditions of this Ordinance.
- 18. TREE PRESERVATION: All recommendations of the Town's Consulting Arborist shall be followed. Refer to the report and addendum report prepared by Richard Gessner, dated June 30, 2017 and June 20, 2018 for additional details. The Arborist Consultant shall reevaluate the plans for the new residences during Architecture and Site review.
- 19. TREE REMOVAL: Tree removal shall be limited to the scope of this PD and future approvals as follows:

Planned Development	No tree removal.
Subdivision	Tree removal limited to that required for site improvements related to installation of the roadway and shared driveway; installation of utilities; and construction of retaining walls for the roadway and shared driveway.
Architecture and Site	Tree removal required for construction of each single-family home and improvements.

- 20. DEED RESTRICTION: Prior to the issuance of building permits for each single-family residential development, a deed restriction shall be recorded by the applicant with the Santa Clara County Recorder's Office that identifies the on-site trees that were used to provide screening in the visibility analyses conducted under each Architecture and Site application and requires replacement screening in conformance with the Town's Hillside Development Standards and Guidelines and/or the Tree Protection Ordinance if the trees die or are removed.
- 21. MAINTENANCE AGREEMENT: Prior to the issuance of building permits for each single-family residential development, a five-year maintenance agreement shall be submitted for the preservation of the on-site trees that were used to provide screening in the visibility analyses conducted under each Architecture and Site application.
- 22. TREE REMOVAL PERMIT: A Tree Removal Permit shall be obtained for trees approved for removal prior to the issuance of demolition or grading permits.
- 23. REPLACEMENT TREES: New trees shall be planted to mitigate the loss of trees being

removed. The number of trees shall be determined using the canopy replacement table in the Tree Protection Ordinance. New trees shall be double staked and shall be planted prior to final inspection and issuance of occupancy permits.

24. TREE FENCING: Protective tree fencing shall be placed at the drip line of existing trees and shall remain through all phases of construction. Refer to the report and addendum report prepared by Richard Gessner, dated June 30, 2017 and June 20, 2018 for requirements. Fencing shall be six-foot high cyclone attached to two-inch diameter steel posts drive 18 inches into the ground and spaced no further than 10 feet apart. Include a tree protection fencing plan with the construction plans.
25. FINAL UTILITY LOCATIONS: The applicant shall submit plans showing the final locations and screening of all exterior utilities, including but not limited to, backflow preventers, Fire Department connections, transformers, utility boxes and utility meters. Utility devices shall be screened to the satisfaction of the Director of Community Development. The plans shall be submitted for review and approval prior to issuance of building permits for new construction.
26. PLAN INCONSISTENCY: Any inconsistencies between sheets shall be limited to whichever is more restrictive.
27. GENERAL PROVISIONS: This Planned Development shall comply with provisions in Town Code Sections 29.40.015 through 29.40.070, and Article V, unless more restrictive provisions are required in other performance standards for the subject Planned Development.
28. SCENIC EASEMENTS: Scenic easements shall be dedicated on the parcel map by separate instrument across portions of lots 1, 2, 3, and 5 connecting the area to be dedicated as open space on the north portions of lots 1 and 5 to the south property lines of lots 2 and 3. Easement language shall indicate that such land shall not be encroached into with fences, structures, landscaping, or improvements of any kind, and no work shall be performed within the Scenic Easement, including clearing, other than for wildland fire fuel management or weed abatement. Any and all maintenance within the scenic easements shall be the sole responsibility of the property owner.
29. \*AIR QUALITY MITIGATION MEASURE AQ-1: The project contractor for subdivision improvements and residential lot development shall implement basic dust control measures at all on-site and off-site locations where grading or excavation takes place. The project contractor shall implement additional dust control measures at all on-site and off-site locations where grading or excavation takes place within 200 feet of residential properties.  
Basic dust control measures:

- a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day;
  - b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered;
  - c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;
  - d. All vehicle speeds on unpaved roads shall be limited to 15 mph;
  - e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used; and
  - f. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The air district's phone number shall also be visible to ensure compliance with applicable regulations.
  - g. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph;
  - h. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established; and
  - i. Unpaved roads shall be treated with a three to six-inch compacted layer of wood chips, mulch, or gravel.
30. \*BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-1: Focused plant surveys were conducted in spring 2018; if project development occurs more than five years after spring 2018, the surveys shall be repeated per below. To protect potentially occurring special-status plants, the presence/absence of fragrant fritillary, Hall's bush-mallow, Loma Prieta hoita, western leatherwood, and woodland woollythreads shall be determined within the development footprint and fire defensible space. A qualified biologist shall conduct focused botanical surveys for these five-target species in accordance with current California Department of Fish and Wildlife and California Native Plant Society rare plant survey protocols. Surveys shall occur during overlapping blooming periods for the target species (likely March and June). If the surveys conclude that the species are not present, no further mitigation is required. If any special-status plant species is present within the development footprint and fire defensible space, to compensate for loss or reduction of a special-status plant population, the project proponent shall retain a qualified biologist or native plant specialist to collect seed from

all plant individuals and/or salvage plants within the development footprint at the optimal time prior to initiation of ground disturbance activities. The project proponent and the Town of Los Gatos shall oversee selection of an appropriate mitigation area, preferably on the project site, or in the immediate vicinity, that would not be disturbed in the future. After selection of the mitigation area and approval by the Town, a qualified biologist shall develop a Special-Status Plant Management Plan detailing optimal methods for seed collection/plant salvage from the impact area, preparation of the mitigation area, and seed/plant installation at the mitigation area. The plan shall also include maintenance measures to manage the rare plant occurrence for long-term protection and persistence at the mitigation area. Collected seeds/plants shall be installed at the mitigation area at the optimal time. Topsoil from the on-site occurrence location shall also be salvaged (if practical) for use in the mitigation area.

The Special-Status Plant Management Plan shall require at a minimum three years of annual monitoring by a qualified biologist during the plant's peak blooming period to ensure that mitigation was successful and that long-term maintenance procedures specified in the plan are creating conditions that support survival of the transplanted population. The initial focused surveys will identify how many plant individuals occur in the development footprint; this amount or more must occur in the mitigation area during each of the three years following installation. If this success criteria is not achieved, the project proponent shall coordinate with the Town to implement remedial mitigation through revision of the Special-Status Plant Management Plan, and then collection of additional seed from a local population and repeated installation in the mitigation area, followed by another three years of annual monitoring. This process shall be extended as needed until all success criteria contained in the Special-Status Plant Management Plan are achieved.

31. \*BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-2: Prior to the start of construction activities for the subdivision improvements and development of residential lots, a qualified biologist shall conduct pre-construction surveys of the grassland habitat on the site to identify any potential American badger burrows/dens. These surveys shall be conducted no more than 15 days prior to the start of construction. In the event that construction activities are suspended for 15 consecutive days or longer, including the time period between the subdivision improvements and development activities at each respective residential lot, these surveys shall be recompleted. If a potential American badger burrow/den is found during the surveys, coordination with the California Department of Fish and Wildlife shall be undertaken in order to develop a suitable

strategy to avoid impacts to American badger. With California Department of Fish and Wildlife approval, impacts to active American badger dens shall be avoided by establishing exclusion zones around all active badger dens, within which construction related activities shall be prohibited until denning activities are complete or the den is abandoned. A qualified biologist shall monitor each den once per week in order to track the status of the den and to determine when a den area has been cleared for construction.

32. \*BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-3: A qualified biologist shall conduct pre-construction surveys for woodrat middens within the development footprints. These surveys shall be conducted no more than 15 days prior to the start of construction for the infrastructure improvements and development of the residential lots. In the event that construction activities are suspended for 15 consecutive days or longer, including the time period between the subdivision improvements and development activities at each respective residential lot, these surveys shall be recompleted. All woodrat middens shall be flagged for avoidance of direct construction impacts where feasible. To avoid midden/nest disturbance, if active middens/nests are found, a 50-foot buffer will be established in which project activities will not occur. This buffer should be clearly marked. For all woodrat middens/nests that cannot be avoided by project activities, live trapping should be conducted by a qualified biologist to determine if the midden/nest is in use. Trapping should occur prior to April and after mid-July to avoid impacts to woodrats rearing young or to young woodrats. If a midden/nest is found to be unoccupied (none captured after two nights of trapping), then it can be removed as described below. If woodrats are trapped, they may be kept in captivity by a qualified biologist until their middens/nests are immediately relocated. Each midden/nest should be dismantled by hand as described below, and the relocated midden/nest should be placed in suitable habitat a minimum of 50 feet from the construction area, no closer than 20 feet from existing woodrat middens/nests and other relocated woodrat middens/nests, and be reassembled under shrub or tree canopy that will receive some sunlight. The midden/nest should be rebuilt surrounding a log-based structure, an inverted wooden planter, or similar structure having at least one entrance and exit hole. Any cached food and nest material found during nest dismantling should be placed within the relocated midden/nest during rebuilding. The occupied trap should then be opened, placed tightly against the entrance to the artificial shelter, and the woodrat be allowed to enter the midden/nest on its own accord. After the individual enters, the entrance should promptly be covered with a loose plug of small sticks to encourage the individual to stay for the short-term. Where impacts

cannot be avoided, woodrat middens shall be dismantled no more than three days prior to construction activities starting at each midden location. All vegetation and duff materials shall be removed from three feet around the midden prior to dismantling so that the occupants do not attempt to rebuild. Middens are to be slowly dismantled by hand in order to allow any occupants to disperse.

33. \*BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-4: Approximately 15 days prior to tree removal or other construction activities, the applicant shall retain a qualified biologist to conduct a habitat assessment for bats and potential roosting sites in trees to be removed, in trees within 50 feet of the development footprint, and surrounding the water tank structures situated within 50 feet of disturbance activities by the project. In the event that construction activities are suspended for 15 consecutive days or longer, including the time period between the subdivision improvements and development activities at each respective residential lot, these surveys shall be recompleted. These surveys shall include a visual inspection of potential roosting features (bats need not be present) and a search for presence of guano within the project site, construction access routes, and 50 feet around these areas. Cavities, crevices, exfoliating bark, and bark fissures that could provide suitable potential nest or roost habitat for bats shall be surveyed. Assumptions can be made on what species is present due to observed visual characteristics along with habitat use, or the bats can be identified to the species level with the use of a bat echolocation detector such as an "Anabat" unit. Potential roosting features found during the survey shall be flagged or marked. Locations off the site to which access is not available may be surveyed from within the site or from public areas. If no roosting sites or bats are found, a letter report confirming absence shall be submitted by the biologist to the Town of Los Gatos and no further mitigation is required. If bats or roosting sites are found, a letter report and supplemental documents shall be provided by the biologist to the Town of Los Gatos prior to disturbance activities or grading permit issuance and the following monitoring, exclusion, and habitat replacement measures shall be implemented:
- a. If bats are found roosting outside of the nursery season (May 1 through October 1), they shall be evicted as described under (b) below. If bats are found roosting during the nursery season, they shall be monitored to determine if the roost site is a maternal roost. This could occur by either visual inspection of the roost bat pups, if possible, or by monitoring the roost after the adults leave for the night to listen for bat pups. If the roost is determined to not be a maternal roost, then the bats shall be evicted as described under (b) below. Because bat pups cannot leave the roost until they are mature enough, eviction of a maternal roost cannot occur during the

nursery season. Therefore, if a maternal roost is present, a 50-foot buffer zone (or different size if determined in consultation with the California Department of Fish and Wildlife) shall be established around the roosting site within which no construction activities including tree removal or structure disturbance shall occur until after the nursery season.

- b. If a non-breeding bat hibernaculum is found in a tree or snag scheduled for removal or on any structures within 50 feet of project disturbance activities, the individuals shall be safely evicted, under the direction of a qualified bat biologist. If pre-construction surveys determine that there are bats present in any trees or structures to be removed, exclusion structures (e.g. one-way doors or similar methods) shall be installed by a qualified biologist. The exclusion structures shall not be placed until the time of year in which young are able to fly, outside of the nursery season. Information on placement of exclusion structures shall be provided to the CDFW prior to construction. If needed, other removal methods could include: carefully opening the roosting area in a tree or snag by hand to expose the cavity and opening doors/windows on structures, or creating openings in walls to allow light into the structures. Removal of any trees or snags and disturbance within 50 feet of any structures shall be conducted no earlier than the following day (i.e., at least one night shall be provided between initial roost eviction disturbance and tree removal/disturbance activities). This action will allow bats to leave during dark hours, which increases their chance of finding new roosts with a minimum of potential predation.
34. \*BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-5: Construction activities that include any tree removal, pruning, grading, grubbing, or demolition shall be conducted outside of the bird nesting season (January 15 through September 15) to the greatest extent feasible. If this type of construction occurs during the bird nesting season, then a qualified biologist shall conduct pre-construction surveys for nesting birds to ensure that no nests would be disturbed during project activities. If project-related work is scheduled during the nesting season (February 15 to August 30 for small bird species such as passerines; January 15 to September 15 for owls; and February 15 to September 15 for other raptors), or if construction activities are suspended for at least 15 days and recommence during the nesting season, including the time period between the subdivision improvements and development activities at each respective residential lot, a qualified biologist shall conduct nesting bird surveys. Two surveys for active nests of such birds shall occur within 15 days prior to the start of construction, with the second survey conducted within 48 hours prior to the start of construction. Appropriate

minimum survey radii surrounding each work area are typically 250 feet for passerines, 500 feet for smaller raptors, and 1,000 feet for larger raptors. Surveys shall be conducted at the appropriate times of day to observe nesting activities. Locations off the site to which access is not available may be surveyed from within the site or from public areas. A report documenting survey results and plan for active bird nest avoidance (if needed) shall be completed by the qualified biologist prior to initiation of construction activities. If the qualified biologist documents active nests within the project site or in nearby surrounding areas, an appropriate buffer between each nest and active construction shall be established. The buffer shall be clearly marked and maintained until the young have fledged and are foraging independently. Prior to construction, the qualified biologist shall conduct baseline monitoring of each nest to characterize "normal" bird behavior and establish a buffer distance, which allows the birds to exhibit normal behavior. The qualified biologist shall monitor the nesting birds daily during construction activities and increase the buffer if birds show signs of unusual or distressed behavior (e.g. defensive flights and vocalizations, standing up from a brooding position, and/or flying away from the nest). If buffer establishment is not possible, the qualified biologist or construction foreman shall have the authority to cease all construction work in the area until the young have fledged and the nest is no longer active.

35. \*BIOLOGICAL RESOURCES MITIGATION MEASURE BIO-6: Prior to issuance of a building permit or a grading permit for infrastructure improvement and each residential lot, developers shall retain a certified arborist to develop a site-specific tree protection plan for retained trees, and supervise the implementation of all proposed tree preservation and protection measures during construction activities, including those measures specified in the 2017 project arborist report and 2018 project arborist report addendum. Also, in accordance with the Town's Tree Protection Ordinance, the project proponent shall obtain a tree removal permit for proposed tree removals on each development lot prior to tree removals, and shall install replacement trees in accordance with all mitigation, maintenance, and monitoring requirements specified in the tree removal permit(s) or otherwise required by the Town for project approvals.
36. \*GEOLOGIC HAZARDS MITIGATION MEASURE GEO-1: Prior to the approval of development applications for the project site, design-level studies for the roadways and infrastructure, and each of the proposed residential lots shall be prepared and shall address site specific geotechnical issues and provide lot-specific foundation and drainage recommendations. These design-level studies shall include an evaluation of expansive soil for each lot as well as an evaluation of local and global slope stability of

each building area, concept, and access way. The design-level study for Lot 1 shall include an assessment of the potential hazards associated with alluvial infilling or debris flows along with geotechnical provisions for collecting and dispersing concentrated runoff flowing down the axis of the drainage towards the home site.

37. \*GEOLOGIC HAZARDS MITIGATION MEASURE GEO-2: Prior to the approval of development applications for the individual lots, applicants shall be responsible for demonstrating to the satisfaction and approval of the Town Engineer that proposed design plans are in conformance with all current California Building Code standards and that all design measures and site preparation recommendations as suggested in the lot-specific geotechnical studies identified in mitigation measure GEO-1 have been incorporated into the project's final design.

*Building Division*

38. PERMITS REQUIRED: A separate Building Permit shall be required for each new single-family residence and each detached structure including retaining walls.

TO THE SATISFACTION OF THE DIRECTOR OF PARKS and PUBLIC WORKS:

*Engineering Division*

39. GENERAL: All public improvements shall be made according to the latest adopted Town Standard Plans, Standard Specifications and Engineering Design Standards. All work shall conform to the applicable Town ordinances. The adjacent public right-of-way shall be kept clear of all job-related mud, silt, concrete, dirt and other construction debris at the end of the day. Dirt and debris shall not be washed into storm drainage facilities. The storing of goods and materials on the sidewalk and/or the street will not be allowed unless an encroachment permit is issued by the Engineering Division of the Parks and Public Works Department. The Owner, Applicant and/or Developer's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in the issuance of correction notices, citations, or stop work orders and the Town performing the required maintenance at the Owner, Applicant and/or Developer's expense.
40. APPROVAL: This application shall be completed in accordance with all of the conditions of approval listed below and in substantial compliance with the latest reviewed and approved development plans. Any changes or modifications to the approved plans or conditions of approvals shall be approved by the Town Engineer.

41. ENCROACHMENT PERMIT: All work in the public right-of-way will require a Construction Encroachment Permit. All work over \$5,000 will require construction security. It is the responsibility of the Owner/Applicant/Developer to obtain any necessary encroachment permits from affected agencies and private parties, including but not limited to, Pacific Gas and Electric (PG&E), AT&T, Comcast, Santa Clara Valley Water District, California Department of Transportation (Caltrans). Copies of any approvals or permits must be submitted to the Town Engineering Division of the Parks and Public Works Department prior to releasing any grading or building permits.
42. PRIVATE IMPROVEMENTS IN THE PUBLIC RIGHT-OF-WAY (INDEMNITY AGREEMENT): The property owner shall enter into an agreement with the Town for all existing and proposed private improvements within the Town's right-of-way. The Owner shall be solely responsible for maintaining the improvements in a good and safe condition at all times and shall indemnify the Town of Los Gatos. The agreement must be completed and accepted by the Director of Parks and Public Works prior to the issuance of any grading or building permits.
43. PUBLIC WORKS INSPECTIONS: The Owner, Applicant and/or Developer or their representative shall notify the Engineering Inspector at least twenty-four (24) hours before starting any work pertaining to on-site drainage facilities, grading or paving, and all work in the Town's right-of-way. Failure to do so will result in penalties and rejection of work that went on without inspection.
44. RESTORATION OF PUBLIC IMPROVEMENTS: The Owner, Applicant and/or Developer or their representative shall repair or replace all existing improvements not designated for removal that are damaged or removed because of the Owner, Applicant and/or Developer or their representative's operations. Improvements such as, but not limited to: curbs, gutters, sidewalks, driveways, signs, pavements, raised pavement markers, thermoplastic pavement markings, etc., shall be repaired and replaced to a condition equal to or better than the original condition. Any new concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed therefore. Existing improvement to be repaired or replaced shall be at the direction of the Engineering Construction Inspector, and shall comply with all Title 24 Disabled Access provisions. The restoration of all improvements identified by the Engineering Construction Inspector shall be completed before the issuance of a certificate of occupancy. The Owner, Applicant and/or Developer or their representative shall request a walk-through with the Engineering Construction Inspector before the start of construction to verify existing conditions.

45. SITE SUPERVISION: The General Contractor shall provide qualified supervision on the job site at all times during construction.
46. STREET/SIDEWALK CLOSURE: Any proposed blockage or partial closure of the street and/or sidewalk requires an encroachment permit. Special provisions such as limitations on works hours, protective enclosures, or other means to facilitate public access in a safe manner may be required.
47. PLAN CHECK FEES: Plan check fees associated with the Grading Permit shall be deposited with the Engineering Division of the Parks and Public Works Department prior to the commencement of plan check review.
48. INSPECTION FEES: Inspection fees shall be deposited with the Town prior to the issuance of any permits or recordation of the Final Map.
49. DESIGN CHANGES: Any proposed changes to the approved plans shall be subject to the approval of the Town prior to the commencement of any and all altered work. The Owner, Applicant and/or Developer's project engineer shall notify, in writing, the Town Engineer at least seventy-two (72) hours in advance of all the proposed changes. Any approved changes shall be incorporated into the final "as-built" plans.
50. PLANS AND STUDIES: All required plans and studies shall be prepared by a Registered Professional Engineer in the State of California, and submitted to the Town Engineer for review and approval. Additionally, any post-project traffic or parking counts, or other studies imposed by the Planning Commission or Town Council shall be funded by the Owner, Applicant and/or Developer.
51. GRADING PERMIT: A grading permit is required for all site grading and drainage work except for exemptions listed in Section 12.20.015 of The Code of the Town of Los Gatos (Grading Ordinance). After the preceding Architecture and Site Application has been approved by the respective deciding body, the grading permit application (with grading plans and associated required materials and plan check fees) shall be made to the Engineering Division of the Parks and Public Works Department located at 41 Miles Avenue. The grading plans shall include final grading, drainage, retaining wall location(s), driveway, utilities and interim erosion control. Grading plans shall list earthwork quantities and a table of existing and proposed impervious areas. Unless specifically allowed by the Director of Parks and Public Works, the grading permit will be issued concurrently with the building permit. The grading permit is for work outside the building footprint(s). Prior to Engineering signing off and closing out on the issued grading permit, the Owner/Applicant/Developer's soils engineer shall verify, with a stamped and signed letter, that the grading activities were completed per plans and per the requirements as noted in the soils report. A separate building permit, issued by the

Building Department, located at 110 E. Main Street, is needed for grading within the building footprint.

52. **ILLEGAL GRADING:** Per the Town's Comprehensive Fee Schedule, applications for work unlawfully completed shall be charged double the current fee. As a result, the required grading permit fees associated with an application for grading proposed will be charged accordingly.
53. **GRADING ACTIVITY RESTRICTIONS:** Upon receipt of a grading permit, any and all grading activities and operations shall not commence until after/occur during the rainy season, as defined by Town Code of the Town of Los Gatos, Sec. 12.10.020, (October 15-April 15), has ended.
54. **COMPLIANCE WITH HILLSIDE DEVELOPMENT STANDARDS AND GUIDELINES:** All grading activities and operations shall be in compliance with Section III of the Town's Hillside Development Standards and Guidelines. All development shall be in compliance with Section II of the Town's Hillside Development Standards and Guidelines.
55. **CONSTRUCTION EASEMENT:** Prior to the issuance of a grading permit, it shall be the sole responsibility of the Owner, Applicant and/or Developer to obtain any and all proposed or required easements and/or permissions necessary to perform the grading herein proposed. Proof of agreement/approval is required prior to the issuance of any Permit.
56. **DRAINAGE STUDY:** Prior to the issuance of any grading permits, a drainage study of the project including diversions, off-site areas that drain onto and/or through the project, and justification of any diversions; a drainage study evidencing that the proposed drainage patterns will not overload the existing storm drain facilities; and detailed drainage studies indicating how the project grading, in conjunction with the drainage conveyance systems (including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding) will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood.
57. **DRAINAGE IMPROVEMENT:** Prior to the recordation of a subdivision map (except maps for financing and conveyance purposes only) or prior to the issuance of any grading/improvement permits, whichever comes first, the Owner, Applicant and/or Developer shall: a) design provisions for surface drainage; and b) design all necessary storm drain facilities extending to a satisfactory point of disposal for the proper control and disposal of storm runoff; and c) provide a recorded copy of any required easements to the Town.
58. **TREE REMOVAL:** Copies of all necessary tree removal permits shall be provided prior to the issuance of a grading permit/building permit.

59. SURVEYING CONTROLS: Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered civil engineer qualified to practice land surveying, for the following items:
- a. Retaining wall: top of wall elevations and locations.
  - b. Toe and top of cut and fill slopes.
60. RETAINING WALLS: A building permit, issued by the Building Department at 110 E. Main Street, may be required for site retaining walls. Walls are not reviewed or approved by the Engineering Division of Parks and Public Works during the grading permit plan review process.
61. GENERAL: The Owner, Applicant and/or Developer shall comply with all Town, County, State and Federal laws and regulations applicable to this land division. No other proposed development is included in this particular application of the Certificate of Compliance. Issuance of a Certificate of Compliance will acknowledge the Town's acceptance of the parcel as legally created in accordance with the Subdivision Map Act. Any subsequent development will be required to demonstrate compliance with the Town Development Standards and Codes.
62. CERTIFICATE OF COMPLIANCE: A Certificate of compliance shall be recorded. Two (2) copies of the legal description for each lot configuration, a plat map (8-½ in. X 11 in.) shall be submitted to the Engineering Division of the Parks and Public Works Department for review and approval. The submittal shall include closure calculations, title reports less than ninety (90) days old and the appropriate fee. The certificate shall be recorded prior to the issuance of any permits.
63. FINAL / PARCEL MAP: A final/parcel map shall be recorded. Two (2) copies of the final/parcel map shall be submitted to the Engineering Division of the Parks and Public Works Department for review and approval. Submittal shall include closure calculations, title reports and the appropriate fee. The map shall be recorded prior to the issuance of any grading or building permits. The Applicant/Subdivider shall provide the Engineering Division with an electronic copy (in PDF format) and two hardcopies of the signed recorded map along with a CAD drawing of the Parcel Map after it is recorded.
64. WEST VALLEY SANITATION DISTRICT: All sewer connection and treatment plant capacity fees shall be paid either immediately prior to the recordation of any subdivision or tract maps with respect to the subject property or properties or immediately prior to the issuance of a sewer connection permit, whichever event occurs first. Written confirmation of payment of these fees shall be provided prior to map recordation.
65. PRIVATE UTILITIES–STREET: Prior to the recordation of a subdivision map the Applicant/Developer/Subdivider shall place a note on the map, in a manner that meets

the approval of the Town Engineer that states: "The private streets, utilities constructed within this map shall be owned, operated and maintained by the Developer, successors or assigns."

66. DESIGN-LEVEL REPORTS: One copy of a geotechnical and geologic report shall be submitted with the application of each approved lot. The soils report shall include specific criteria and standards governing site grading, drainage, pavement design, retaining wall design, and erosion control. The reports shall be signed and "wet stamped" by the engineer or geologist, in conformance with Section 6735 of the California Business and Professions Code.
67. SOILS ENGINEER CONSTRUCTION OBSERVATION: During construction, all excavations and grading shall be inspected by the Owner, Applicant and/or Developer's soils engineer prior to placement of concrete and/or backfill so they can verify that the actual conditions are as anticipated in the design-level geotechnical report, and recommend appropriate changes in the recommendations contained in the report, if necessary. The results of the construction observation and testing shall be documented in an "as-built" letter/report prepared by the Applicant's soils engineer and submitted to the Town before final release of any occupancy permit is granted.
68. SOIL RECOMMENDATIONS: The project shall incorporate the geotechnical/geological recommendations contained in the Geologic and Geotechnical Feasibility Study by UPP Geotechnology, dated October 4, 2016, and any subsequently required report or addendum. Subsequent reports or addendum are subject to peer review by the Town's consultant and costs shall be borne by the Owner, Applicant and/or Developer.
69. UTILITIES: The Owner, Applicant and/or Developer shall install all new, relocated, or temporarily removed utility services, including telephone, electric power and all other communications lines underground, as required by Town Code Section 27.50.015(b). All new utility services shall be placed underground. Underground conduit shall be provided for cable television service. The Owner, Applicant and/or Developer is required to obtain approval of all proposed utility alignments from any and all utility service providers before a Certificate of Occupancy for any new building can be issued. The Town of Los Gatos does not approve or imply approval for final alignment or design of these facilities.
70. UTILITY SETBACKS: House foundations shall be set back from utility lines a sufficient distance to allow excavation of the utility without undermining the house foundation. The Town Engineer shall determine the appropriate setback based on the depth of the utility, input from the project soils engineer, and the type of foundation.
71. UTILITY EASEMENTS: Deed restrictions shall be placed on lots containing utility

easements. The deed restrictions shall specify that no trees, fences, structures or hardscape are allowed within the easement boundaries, and that maintenance access must be provided. The Town will prepare the deed language and the Owner, Applicant and/or Developer's surveyor shall prepare the legal description and plat. The Owner, Applicant and/or Developer shall pay any recordation costs. The documents shall be recorded before any grading or permits are issued.

72. PRIVATE EASEMENTS: Agreements detailing rights, limitations and responsibilities of involved parties shall accompany any proposed private easement. Access driveway shall be within the recorded access easement. A new private access easement shall be recorded, and a copy of the recorded agreement shall be submitted to the Engineering Division of the Parks and Public Works Department, prior to issuance of building permit or realigned access driveway shall be completed prior to the issuance of building permit.
73. QUITCLAIM OF EASEMENTS: The Owner, Applicant and/or Developer has/have indicated that 4 easement(s) will be abandoned. This abandonment shall be recorded, and a copy of the recorded quitclaim shall be submitted to the Engineering Division of the Parks and Public Works Department, prior to issuance of building permit.
74. SIDEWALK REPAIR: The Owner, Applicant and/or Developer shall repair and replace to existing Town standards any sidewalk damaged now or during construction of this project. All new and existing adjacent infrastructure must meet current ADA standards. Sidewalk repair shall match existing color, texture and design, and shall be constructed per Town Standard Details. New concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed therefore. The limits of sidewalk repair will be determined by the Engineering Construction Inspector during the construction phase of the project. The improvements must be completed and accepted by the Town before a Certificate of Occupancy for any new building can be issued.
75. CURB AND GUTTER REPAIR: The Owner, Applicant and/or Developer shall repair and replace to existing Town standards any curb and gutter damaged now or during construction of this project. All new and existing adjacent infrastructure must meet Town standards. New curb and gutter shall be constructed per Town Standard Details. New concrete shall be free of stamps, logos, names, graffiti, etc. Any concrete identified that is displaying a stamp or equal shall be removed and replaced at the Contractor's sole expense and no additional compensation shall be allowed therefore. The limits of curb and gutter repair will be determined by the Engineering Construction Inspector during the construction phase of the project. The improvements must be completed and

- accepted by the Town before a Certificate of Occupancy for any new building can be issued.
76. FENCING: Any fencing proposed within two hundred (200) feet of an intersection shall comply with Town Code Section §23.10.080.
  77. SIGHT TRIANGLE AND TRAFFIC VIEW AREA: Any proposed improvements, including but not limiting to trees and hedges, will need to abide by Town Code Sections 23.10.080, 26.10.065, and 29.40.030.
  78. FENCES: Fences between all adjacent parcels will need to be located on the property lines/boundary lines. Any existing fences that encroach into the neighbor's property will need to be removed and replaced to the correct location of the boundary lines before a Certificate of Occupancy for any new building can be issued. Waiver of this condition will require signed and notarized letters from all affected neighbors.
  79. TRAFFIC IMPACT MITIGATION FEE: Prior to the issuance of a/any building/grading permit(s), the Owner/Applicant/Developer shall pay the project's proportional share of transportation improvements needed to serve cumulative development within the Town of Los Gatos. The fee amount will be based upon the Town Council resolution in effect at the time the building permit is issued. The fee shall be paid before issuance of a/any building permit(s). The final traffic impact mitigation fee for this project shall be calculated from the final plans using the current fee schedule and rate schedule in effect at the time the building permit is issued, using a comparison between the existing and proposed uses.
  80. PRECONSTRUCTION PAVEMENT SURVEY: Prior to issuance of a Grading Permit, the project applicant shall complete a pavement condition survey documenting the extent of existing pavement defects using a 35-mm, smartphone video (in Landscape orientation only) or digital video camera. The survey shall extend Santella Drive, Santella Court, Shady Lane, and Greenridge Terrace.
  81. POSTCONSTRUCTION PAVEMENT SURVEY: The project applicant shall complete a pavement condition survey and pavement deflection analysis to determine whether road damage occurred as a result of project construction and whether there were changes in pavement strength. Rehabilitation improvements required to restore the pavement to pre-construction condition and strength shall be determined using State of California procedures for deflection analysis. The results shall be documented in a report and submitted to the Town for review and approval before a Certificate of Occupancy for any new building can be issued. The Applicant shall be responsible for completing any required road repairs prior to release of the faithful performance bond.
  82. CONSTRUCTION VEHICLE PARKING: No construction vehicles, trucks, equipment and

- worker vehicles shall be allowed to park on the portion of any public (Town) streets without written approval from the Town Engineer.
83. **TRAFFIC CONTROL PLAN:** A traffic control plan is required and must be submitted and approved by the Town Engineer prior to the issuance of an encroachment, grading or building permit. This plan shall include, but not be limited to, the following measures:
- a. Construction activities shall be strategically timed and coordinated to minimize traffic disruption for schools, residents, businesses, special events, and other projects in the area. The schools located on the haul route shall be contacted to help with the coordination of the trucking operation to minimize traffic disruption.
  - b. Flag persons shall be placed at locations necessary to control one-way traffic flow. All flag persons shall have the capability of communicating with each other to coordinate the operation.
  - c. Prior to construction, advance notification of all affected residents and emergency services shall be made regarding one-way operation, specifying dates and hours of operation.
  - d. **CONSTRUCTION TRAFFIC CONTROL:** All construction traffic and related vehicular routes, traffic control plan, and applicable pedestrian or traffic detour plans shall be submitted for review and approval by the Town Engineer prior to the issuance of an encroachment, grading or building permit.
  - e. **ADVANCE NOTIFICATION:** Advance notification of all affected residents and emergency services shall be made regarding parking restriction, lane closure or road closure, with specification of dates and hours of operation.
84. **HAULING OF SOIL:** Hauling of soil on- or off-site shall not occur during the morning or evening peak periods (between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 6:00 p.m.), and at other times as specified by the Director of Parks and Public Works. Prior to the issuance of an encroachment, grading or building permit, the Developer or their representative shall work with the Town Building Department and Engineering Division Inspectors to devise a traffic control plan to ensure safe and efficient traffic flow under periods when soil is hauled on or off the project site. This may include, but is not limited to provisions for the Developer to place construction notification signs noting the dates and time of construction and hauling activities, or providing additional traffic control. Coordination with other significant projects in the area may also be required. Cover all trucks hauling soil, sand and other loose debris.
85. **CONSTRUCTION HOURS:** All subdivision improvements and site improvements construction activities, including the delivery of construction materials, labors, heavy equipment, supplies, etc., shall be limited to the hours of 8:00 a.m. to 8:00 p.m.,

- weekdays and 9:00 a.m. to 7:00 p.m. weekends and holidays. The Town may authorize, on a case-by-case basis, alternate construction hours. The Owner, Applicant and/or Developer shall provide written notice twenty-four (24) hours in advance of modified construction hours. Approval of this request is at discretion of the Town.
86. CONSTRUCTION NOISE: Between the hours of 8:00 a.m. to 8:00 p.m., weekdays and 9:00 a.m. to 7:00 p.m. weekends and holidays, construction, alteration or repair activities shall be allowed. No individual piece of equipment shall produce a noise level exceeding eighty-five (85) dBA at twenty-five (25) feet from the source. If the device is located within a structure on the property, the measurement shall be made at distances as close to twenty-five (25) feet from the device as possible. The noise level at any point outside of the property plane shall not exceed eighty-five (85) dBA.
  87. CONSTRUCTION MANAGEMENT PLAN SHEET: Prior to the issuance of any encroachment, grading or building permits, the Developer's design consultant shall submit a construction management plan sheet (full-size) within the plan set that shall incorporate at a minimum the Earth Movement Plan, Traffic Control Plan, Project Schedule, site security fencing, employee parking, construction staging area, materials storage area(s), construction trailer(s), concrete washout(s) and proposed outhouse locations. Please refer to the Town's [Construction Management Plan Guidelines](#) document for additional information.
  88. SHARED PRIVATE STREET: The private street accessing the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
  89. EMERGENCY VEHICLE ACCESS: The Emergency Vehicle Access Easement that traverses the Project Site shall be kept open and in a safe, drive-able condition throughout construction. If temporary closure is needed, then formal written notice shall be provided at least one week in advance of closure.
  90. EMERGENCY VEHICLE ACCESS EASEMENT: Prior to the issuance of any permits, the Owner, Applicant and/or Developer shall coordinate with the Santa Clara County Fire Department to ensure that any proposed modifications to the Emergency Vehicle Access Easement that traverses the Project Site are curvilinear, allows for the Department's equipment to travel across said easement, and meets all Department specifications. Plans shall be submitted to the Santa Clara County Fire Department for approval prior to construction.
  91. WVSD (West Valley Sanitation District): Sanitary sewer laterals are televised by West Valley Sanitation District and approved by the Town of Los Gatos before they are used.

A Sanitary Sewer Clean-out is required for each property at the property line, within one (1) foot of the property line per West Valley Sanitation District Standard Drawing 3, or at a location specified by the Town.

92. **SANITARY SEWER BACKWATER VALVE:** Drainage piping serving fixtures which have flood level rims less than twelve (12) inches (304.8 mm) above the elevation of the next upstream manhole and/or flushing inlet cover at the public or private sewer system serving such drainage piping shall be protected from backflow of sewage by installing an approved type backwater valve. Fixtures above such elevation shall not discharge through the backwater valve, unless first approved by the Building Official. The Town shall not incur any liability or responsibility for damage resulting from a sewer overflow where the property owner or other person has failed to install a backwater valve as defined in the Uniform Plumbing Code adopted by the Town and maintain such device in a functional operation condition. Evidence of West Sanitation District's decision on whether a backwater device is needed shall be provided prior to the issuance of a building permit.
93. **STORMWATER MANAGEMENT:** Construction activities including but not limited to clearing, stockpiling, grading or excavation of land, which disturbs one (1) acre or more which are part of a larger common plan of development which disturbs less than one (1) acre are required to obtain coverage under the construction general permit with the State Water Resources Control Board. The Owner, Applicant and/or Developer is required to provide proof of WDID# and keep a current copy of the storm water pollution prevention plan (SWPPP) on the construction site and shall be made available to the Town of Los Gatos Engineering Division of the Parks and Public Works Department and/or Building Department upon request.
94. **BEST MANAGEMENT PRACTICES (BMPs):** The Owner, Applicant and/or Developer is responsible for ensuring that all contractors are aware of all storm water quality measures and that such measures are implemented. Best Management Practices (BMPs) shall be maintained and be placed for all areas that have been graded or disturbed and for all material, equipment and/or operations that need protection. Removal of BMPs (temporary removal during construction activities) shall be replaced at the end of each working day. Failure to comply with the construction BMP will result in the issuance of correction notices, citations, or stop work orders.
95. **SITE DESIGN MEASURES:** All projects shall incorporate at least one of the following measures:
- a. Protect sensitive areas and minimize changes to the natural topography.
  - b. Minimize impervious surface areas.

- c. Direct roof downspouts to vegetated areas.
  - d. Use porous or pervious pavement surfaces on the driveway, at a minimum.
  - e. Use landscaping to treat stormwater.
96. **STORMWATER DEVELOPMENT RUNOFF:** All new development and redevelopment projects are subject to the stormwater development runoff requirements. Every Owner, Applicant and/or Developer or their design consultant shall submit a stormwater control plan and implement conditions of approval that reduce stormwater pollutant discharges through the construction, operation and maintenance of treatment measures and other appropriate source control and site design measures. Increases in runoff volume and flows shall be managed in accordance with the development runoff requirements.
97. **BIORETENTION SYSTEM:** The bioretention system shall be designed to have a surface area no smaller than what is required to accommodate a 5 inches/hour stormwater runoff surface loading rate, infiltrate runoff through bioretention soil media at a minimum of 5 inches per hour, and maximize infiltration to the native soil during the life of the project. The soil media for bioretention system shall be designed to sustain healthy, vigorous plant growth and maximize stormwater runoff retention and pollutant removal. Bioretention soil media that meets the minimum specifications set forth in Attachment L of Order No. R2-2009-0074, dated November 28, 2011, shall be used.
98. **INFILTRATION TRENCHES:** The following requirements apply to the proposed infiltration trenches:
- a. Prior to completion of the Final Stormwater Control Plan, a geotechnical engineer shall review the design of the infiltration trenches and retaining walls along the portion of the road within the property boundary and determine whether additional structural supports are needed to ensure stability of the road and the adjacent hillside during the wet season.
  - b. The assumed infiltration rate of 1.33 in/hour shall be verified with actual site-specific soils data prior to the Final Stormwater Control Plan for the road and development on each lot, and if the infiltration rate is lower than 0.67 in/hour, a hydrologic analysis shall be conducted to ensure that the proposed trench sizes are adequate.
  - c. If the lots are to be developed individually, each lot shall provide infiltration trenches consistent with the final stormwater control plan for the project, sized based on the actual amount of impervious surface to be created on the lot.
  - d. The road and infiltration trenches shall be protected from sediment generated during construction of homes on the lots. The proposed source control measures shall be indicated on the project plans.

- e. Maintenance of stormwater treatment and the infiltration trenches shall be the responsibility of the property owner and/or future property owners. A maintenance agreement shall be prepared establishing the property owner or owners' responsibility.
99. UNLAWFUL DISCHARGES: It is unlawful to discharge any wastewater, or cause hazardous domestic waste materials to be deposited in such a manner or location as to constitute a threatened discharge, into storm drains, gutters, creeks or the San Francisco Bay. Unlawful discharges to storm drains include, but are not limited to: discharges from toilets, sinks, industrial processes, cooling systems, boilers, fabric cleaning, equipment cleaning or vehicle cleaning.
100. LANDSCAPING: In finalizing the landscape plan for the biotreatment area(s), it is recommended that the landscape architect ensure that the characteristics of the selected plants are similar to those of the plants listed for use in bioretention areas in Appendix D of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP) C.3 Stormwater Handbook.
101. EROSION CONTROL: Interim and final erosion control plans shall be prepared and submitted to the Engineering Division of the Parks and Public Works Department. A maximum of two (2) weeks is allowed between clearing of an area and stabilizing/building on an area if grading is allowed during the rainy season. Interim erosion control measures, to be carried out during construction and before installation of the final landscaping, shall be included. Interim erosion control method shall include, but are not limited to: silt fences, fiber rolls (with locations and details), erosion control blankets, Town standard seeding specification, filter berms, check dams, retention basins, etc. Provide erosion control measures as needed to protect downstream water quality during winter months. The Town of Los Gatos Engineering Division of the Parks and Public Works Department and the Building Department will conduct periodic NPDES inspections of the site throughout the recognized storm season to verify compliance with the Construction General Permit and Stormwater ordinances and regulations.
102. DUST CONTROL: Blowing dust shall be reduced by timing construction activities so that paving and building construction begin as soon as possible after completion of grading, and by landscaping disturbed soils as soon as possible. Further, water trucks shall be present and in use at the construction site. All portions of the site subject to blowing dust shall be watered as often as deemed necessary by the Town, or a minimum of three (3) times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites in order to insure proper control of blowing dust for the duration of the project. Watering on public streets shall not occur.

Streets shall be cleaned by street sweepers or by hand as often as deemed necessary by the Town Engineer, or at least once a day. Watering associated with on-site construction activity shall take place between the hours of 8 a.m. and 5 p.m. and shall include at least one (1) late-afternoon watering to minimize the effects of blowing dust. All public streets soiled or littered due to this construction activity shall be cleaned and swept on a daily basis during the workweek to the satisfaction of the Town. Demolition or earthwork activities shall be halted when wind speeds (instantaneous gusts) exceed twenty-five (25) miles per hour (MPH). All trucks hauling soil, sand, or other loose debris shall be covered.

103. AIR QUALITY: To limit the project's construction-related dust and criteria pollutant emissions, the following the Bay Area Air Quality Management District (BAAQMD)-recommended basic construction measures shall be included in the project's grading plan, building plans, and contract specifications:
- a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day, or otherwise kept dust-free.
  - b. All haul trucks designated for removal of excavated soil and demolition debris from site shall be staged off-site until materials are ready for immediate loading and removal from site.
  - c. All haul trucks transporting soil, sand, debris, or other loose material off-site shall be covered.
  - d. As practicable, all haul trucks and other large construction equipment shall be staged in areas away from the adjacent residential homes.
  - e. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day, or as deemed appropriate by Town Engineer. The use of dry power sweeping is prohibited. An on-site track-out control device is also recommended to minimize mud and dirt-track-out onto adjacent public roads.
  - f. All vehicle speeds on unpaved surfaces shall be limited to 15 mph.
  - g. All driveways and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
  - h. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

- i. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
  - j. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.
104. **DETAILING OF STORMWATER MANAGEMENT FACILITIES:** Prior to the issuance of any permits, all pertinent details of any and all proposed stormwater management facilities, including, but not limited to, ditches, swales, pipes, bubble-ups, dry wells, outfalls, infiltration trenches, detention basins and energy dissipaters, shall be provided on submitted plans, reviewed by the Engineering Division of the Parks and Public Works Department, and approved for implementation.
  105. **CONSTRUCTION ACTIVITIES:** All construction shall conform to the latest requirements of the CASQA Stormwater Best Management Practices Handbooks for Construction Activities and New Development and Redevelopment, the Town's grading and erosion control ordinance, and other generally accepted engineering practices for erosion control as required by the Town Engineer when undertaking construction activities.
  106. **STORM WATER MANAGEMENT PLAN:** A storm water management shall be included with the grading permit application for all Group 1 and Group 2 projects as defined in the amended provisions C.3 of the Municipal Regional Stormwater NPDES Permit, Order R2-2015-0049, NPDES Permit No. CAS612008. The plan shall delineate source control measures and BMPs together with the sizing calculations. The plan shall be certified by a professional pre-qualified by the Town. In the event that the storm water measures proposed on the Planning approval differ significantly from those certified on the Building/Grading Permit, the Town may require a modification of the Planning approval prior to release of the Building Permit. The Owner, Applicant and/or Developer may elect to have the Planning submittal certified to avoid this possibility.
  107. **STORM WATER MANAGEMENT PLAN NOTES:** The following note shall be added to the storm water management plan: "The biotreatment soil mix used in all stormwater treatment landscapes shall comply with the specifications in Attachment L of the MRP. Proof of compliance shall be submitted by the Contractor to the Town of Los Gatos a minimum of thirty (30) days prior to delivery of the material to the job site using the Biotreatment Soil Mix Supplier Certification Statement."
  108. **STORM WATER MANAGEMENT PLAN CERTIFICATION:** Certification from the biotreatment soils provider is required and shall be given to Engineering Division Inspection staff a minimum of thirty (30) days prior to delivery of the material to the job site. Additionally deliver tags from the soil mix shall also be provided to Engineering

Division Inspection staff. Sample Certification can be found here:

[http://www.scvurppp-w2k.com/nd\\_wp.shtml?zoom\\_highlight=BIOTREATMENT+SOIL](http://www.scvurppp-w2k.com/nd_wp.shtml?zoom_highlight=BIOTREATMENT+SOIL).

109. AGREEMENT FOR STORMWATER BEST MANAGEMENT PRACTICES INSPECTION AND MAINTENANCE OBLIGATIONS: The property owner/homeowner's association shall enter into an agreement with the Town for maintenance of the stormwater filtration devices required to be installed on this project by the Town's Stormwater Discharge Permit and all current amendments or modifications. The agreement shall specify that certain routine maintenance shall be performed by the property owner/homeowner's association and shall specify device maintenance reporting requirements. The agreement shall also specify routine inspection requirements, permits and payment of fees. The agreement shall be recorded, and a copy of the recorded agreement shall be submitted to the Engineering Division of the Parks and Public Works Department, prior to the release of any occupancy permits.
110. MAINTENANCE OF PRIVATE STREETS: It is the responsibility of the property owner(s)/homeowners association to implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.
111. SILT AND MUD IN PUBLIC RIGHT-OF-WAY: It is the responsibility of Contractor and homeowner to make sure that all dirt tracked into the public right-of-way is cleaned up on a daily basis. Mud, silt, concrete and other construction debris SHALL NOT be washed into the Town's storm drains.
112. GOOD HOUSEKEEPING: Good housekeeping practices shall be observed at all times during the course of construction. All construction shall be diligently supervised by a person or persons authorized to do so at all times during working hours. The Owner, Applicant and/or Developer's representative in charge shall be at the job site during all working hours. Failure to maintain the public right-of-way according to this condition may result in penalties and/or the Town performing the required maintenance at the Developer's expense.
113. PERMIT ISSUANCE: Permits for each phase; reclamation, landscape, and grading, shall be issued simultaneously.
114. COVERED TRUCKS: All trucks transporting materials to and from the site shall be covered.
115. FUTURE STUDIES: Any post-project traffic or parking counts, or other studies imposed by Planning Commission or Town Council shall be funded by the Applicant.
116. UTILITY COMPANY REVIEW: Letters from the electric, telephone, cable, and trash companies indicating that the proposed improvements and easements are acceptable shall be provided prior to the recordation of the final / parcel map.

117. ABOVE GROUND UTILITIES: The Owner, Applicant and/or Developer shall submit a seventy-five (75) percent progress printing to the Town for review of above ground utilities including backflow prevention devices, fire department connections, gas and water meters, off-street valve boxes, hydrants, site lighting, electrical/communication/cable boxes, transformers, and mail boxes. Above ground utilities shall be reviewed and approved by the Community Development Department prior to issuance of any permit.
118. PRIVATE EASEMENTS: Agreements detailing rights, limitations, and responsibilities of involved parties shall accompany each private easement. The easements and associated agreements shall be recorded simultaneously with the final / parcel map. A copy of the recorded agreement(s) shall be submitted to the Engineering Division of the Parks and Public Works Department prior to the issuance of any permit.
119. PUBLIC STREET LIGHTING: Public street lighting will not be required/allowed per General Plan update and Hillside designation. On-lot lighting shall be incorporated and promoted.
120. PERCOLATION TESTING: Onsite percolation testing should be performed during the design phase to validate the fractured bedrock infiltration rates and support the infiltration trench design.
121. STORMWATER FACILITY SIZING: The treatment and hydromodification management facility sizing should be confirmed during the design phase, including rerunning the BAHM model with appropriate parameters.

TO THE SATISFACTION OF THE SANTA CLARA COUNTY FIRE DEPARTMENT:

122. FIRE APPARATUS (ENGINE) ACCESS ROAD REQUIRED: In all cases, the minimum requirements are found in the currently adopted edition of the California Fire Code Sec. 503, as amplified in the SCCFD SD&S A-1. All such roadways shall be a minimum of 20 feet in width, a minimum vertical clearance of 13'6", maximum grade of 15%, with a minimum circulating outside radius of 42'. All such roadways shall be capable of supporting a maximum imposed load of 75,000 pounds and where a bridge or an elevated surface is part of a fire apparatus access road, the bridge shall be constructed and maintained in accordance with AASHTO HB-17.
123. WILDLAND-URBAN INTERFACE: This project is located within the designated Wildland-Urban Interface Fire Area. The building construction shall comply with the provisions of Section R327 of the California Residential Code or the California Building Code (CBC) Chapter 7A., as applicable. Note that vegetation clearance shall be in compliance with

CBC Section 701A.3.2.4 prior to project final approval. Check with the Planning Department for related landscape plan requirements.

124. FIRE HYDRANT(S) AVAILABLE: The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in CFC Table C105.1 when applied to fire apparatus access roads and perimeter public streets from which fire operations could be conducted. Existing fire hydrants on public streets are allowed to be considered as available. The average spacing between fire hydrants shall not exceed that listed in Table C105. Hydrants shall be a maximum of 500 feet from each other, as measured along the curb line. Fire protection water supplies shall be subject to approval by the Santa Clara County Fire Department and shall comply with locally adopted Standards and CFC Sec. 507.
125. TURNING RADIUS (CUL-DE-SACS): The minimum outside turning radius is 36 feet. Use of cul-de-sacs is not acceptable where it is determined by the Fire Department that Ladder Truck access is required, unless greater turning radius is provided. Cul-de-sacs diameters shall be no less than 72 feet. CFC Sec. 503.
126. EMERGENCY ACCESS/DRIVEWAYS: The minimum clear width of fire department access roads shall be 20 feet. Modifications to the design or width of a fire access road, or additional access road(s) may be required when the Fire Code official determines that access to the site or a portion thereof may become compromised due to emergency operations or nearby natural or manmade hazards (floor prone areas, railway crossings, bridge failures, hazardous material-related incidents, etc.). The vertical clearance shall be in accordance with the Fire Code, 13 feet, 6 inches.
127. FIRE DEPARTMENT (ENGINE) DRIVEWAY TURNAROUND REQUIRED: Provide an approved fire department engine driveway turnaround with a minimum radius of 36 feet outside and 23 feet inside. Maximum grade in any direction shall be a maximum of 5 percent. Installations shall conform with Fire Department Standard Details and Specifications D-1. CFC Sec. 503.
128. CONSTRUCTION FIRE SAFETY: All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification SI-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33.

**SECTION VII. Severability.**

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Ordinance and shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses, or phrases in this Ordinance might be declared unconstitutional, preempted, or otherwise invalid.

**SECTION VIII. Publication.**

The Town Council hereby directs the Town Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

**SECTION IX. Effective Date.**

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 17<sup>th</sup> day of February 2026, and adopted by the following vote as an Ordinance of the Town of Los Gatos at a meeting of the Town Council of the Town of Los Gatos on the 3<sup>rd</sup> day of March 2026, and becomes effective 30 days after it is adopted. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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Draft Ordinance: subject to modification by Town Council based on deliberations and direction

**DRAFT ORDINANCE**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
AMENDING THE ZONING CODE EFFECTING A ZONE CHANGE  
FROM HR-2½:PD (HILLSIDE RESIDENTIAL, TWO AND ONE-HALF TO 10 ACRES FOR  
EACH DWELLING UNIT, PLANNED DEVELOPMENT)  
TO HR-1 (HILLSIDE RESIDENTIAL, ONE TO FIVE ACRES FOR EACH DWELLING UNIT)  
FOR A PORTION OF PROPERTY LOCATED AT 16084 GREENRIDGE TERRACE.**

**WHEREAS**, the applicant requests approval to change the zoning from HR-2½:PD (Hillside Residential, two and one-half to 10 acres for each dwelling unit, planned development) to HR-1 (Hillside Residential, one to five acres for each dwelling unit) for a portion of property being added to 16084 Greenridge Terrace through approval of Lot Line Adjustment application M-25-006 between 16084 and 16300 Greenridge Terrace (Santa Clara County Assessor Parcel Numbers 527-15-002 and 527-12-003) as shown in Exhibit A; and

**WHEREAS**, the Planning Commission recommended approval of the zone change at its regularly noticed public hearing on January 14, 2026, finding that the HR-1 (Hillside Residential, one to five acres for each dwelling unit) zoning is consistent with the zoning of property at 16084 Greenridge Terrace and the neighboring properties; and

**WHEREAS**, this matter was regularly noticed in conformance with State and Town law and came before the Town Council for public hearing on February 17, 2026; and

**WHEREAS**, the Town Council accepted the report of the Planning Commission’s recommendation of approval for the proposed zone change; and

**WHEREAS**, the Town Council considered all facts and information related to a request to change the zoning from HR-2½:PD (Hillside Residential, two and one-half to 10 acres for each dwelling unit, planned development) to HR-1 (Hillside Residential, one to five acres for each dwelling unit) for a portion of property being added to 16084 Greenridge Terrace through approval of Lot Line Adjustment application M-25-006 between 16084 and 16300 Greenridge Terrace (Santa Clara County Assessor Parcel Numbers 527-15-002 and 527-12-003) as shown on Exhibit A.

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF LOS GATOS DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION I. Legislative Findings.**

1. With regard to CEQA, there is no possibility that this project will have a significant impact on the environment; therefore, the project is not subject to the California Environmental Quality Act, Section 15061 (b)(3), in that it can be seen with certainty that there is no possibility that the proposed zone change will have a significant effect on the environment, because the project does not include any physical development.
2. With regard to required consistency with the Town's General Plan, the zone change is consistent with the General Plan and its Elements, including but not limited to Goals LU-1, LU-6, and CD-14, and Policies LU-6.1, LU-6.4, LU-6.5, CD-14.1, and CD-14.2.

**SECTION II. Zone Change.**

The Town Code of the Town of Los Gatos is hereby amended to change the zoning from HR-2½:PD (Hillside Residential, two and one-half to 10 acres for each dwelling unit, planned development) to HR-1 (Hillside Residential, one to five acres for each dwelling unit) for a portion of property being added to 16084 Greenridge Terrace through approval of Lot Line Adjustment application M-25-006 between 16084 and 16300 Greenridge Terrace (Santa Clara County Assessor Parcel Numbers 527-15-002 and 527-12-003) as shown on Exhibit A.

**SECTION III. Severability.**

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Ordinance and shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more Sections, subsections, paragraphs,

sentences, clauses, or phrases in this Ordinance might be declared unconstitutional, preempted, or otherwise invalid.

**SECTION IV. Publication.**

The Town Council hereby directs the Town Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

**SECTION V. Effective Date.**

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the 17<sup>th</sup> day of February 2026, and adopted by the following vote as an Ordinance of the Town of Los Gatos at a meeting of the Town Council of the Town of Los Gatos on the 3<sup>rd</sup> day of March 2026, and becomes effective 30 days after it is adopted. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the Town Council and a certified copy shall be posted in the office of the Town Clerk, pursuant to GC 36933(c)(1).

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

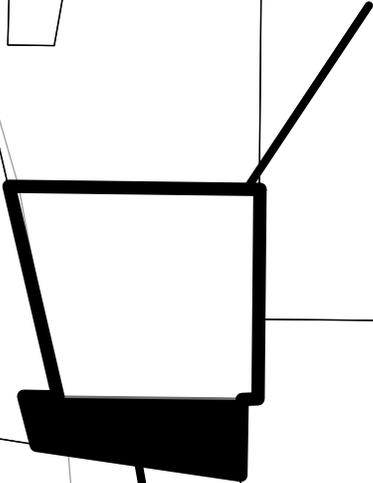
ATTEST:

TOWN CLERK OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

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Greenridge Ter

16084 Greenridge Terrace



Portion to be rezoned

# TOWN OF LOS GATOS

Application No. Z-25-001

A.P.N. # 527-12-004

Change of zoning map amending the Town Zoning Ordinance.

Zone Change

From: HR2-1/2:PD To: HR-1

Prezoning



Forwarded by Planning Commission

Date: January 14, 2026

Approved by Town Council

Date: March 3, 2026

Ord:

Clerk Administrator

Mayor

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**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/03/2026

ITEM NO. 3.

ITEM NO: 3

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DATE: February 3, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Adopt a Resolution Approving the Final Map for Tract Number 10657 (Solana Project), Accepting the Dedications, and Approving and Authorizing the Town Manager to Execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement in Substantially the Form Presented**

**RECOMMENDATION:** Adopt a resolution approving the final map for Tract Number 10657 (Solana Project), accepting the dedications, and approving and authorizing the Town Manager to execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement, in substantially the form presented.

**FISCAL IMPACT:**

The Town will incur incremental ongoing maintenance costs for the additional public right-of-way improvements following acceptance of the project. Since the Town already maintains Los Gatos-Saratoga Road, this incremental cost is expected to be small relative to the cost of maintaining the existing right-of-way. As noted above, the developer will enter into an agreement, as required by the project’s conditions of approval, to maintain the proposed vegetated areas within the Town right-of-way, thus limiting the Town’s maintenance costs. Infrastructure within the project, including all stormwater treatment facilities, landscaped areas within the right-of-way, roadways, and the multi-use pathway improvements, will be privately maintained in perpetuity pursuant to recorded maintenance agreements.

**PREPARED BY:** James Watson  
Senior Engineer

---

Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

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PAGE 2 OF 3

**SUBJECT:** Adopt a Resolution Approving the Final Map for Tract Number 10657 (Solana Project), Accepting the Dedications, and Approving and Authorizing the Town Manager to Execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement in Substantially the Form Presented

**DATE:** February 3, 2026

**STRATEGIC PRIORITY:**

This action supports the Town’s strategic priorities by supporting the development of a range of housing opportunities while facilitating implementation of the Town’s certified Housing Element and previously approved housing entitlements.

**BACKGROUND:**

On December 20, 2023, SummerHill Homes LLC (“Developer”) applied for the construction of a multi-family mixed-use residential development with 155 units on a site requiring a grading permit, removal of large, protected trees, and a condominium vesting tentative map under Senate Bill 330, also known as the Housing Crisis Act of 2019. On March 4, 2025, the Town Council approved the project entitlement. An appeal was filed and subsequently denied, establishing an entitlement date for the development of March 4, 2025.

The Developer has filed the Final Map for Tract Number 10657 to subdivide and create 28 new parcels for condominium purposes, five supporting roadways, and a designated remainder. The Final Map includes public service easements, public access easements, and emergency vehicle access easements located onsite to be dedicated to the Town. The Final Map is ministerial in nature and implements the previously approved vesting tentative map.

**DISCUSSION:**

The final map subdivides five existing parcels, spanning an area of approximately 8.0 acres, into 155 separate condominium spaces for multi-family residential units, private streets, open space, and areas for stormwater treatment. The developer has provided all necessary maps and drawings, as well as the required agreements, contracts, bonds, and liability insurance to guarantee the construction of all improvements. The developer paid its Storm Drainage Fee prior to commencement of on-site demolition work and is required to pay a Traffic Impact Fee prior to the issuance of any certificate of occupancy, as appropriate, to fully comply with the previously imposed development conditions and Town ordinances. Staff has reviewed the Final Map and finds it to be in substantial conformance with the approved Vesting Tentative Map, Conditions of Approval, and the Subdivision Map Act.

The developer is also required to construct an emergency vehicle access path across the adjacent Los Gatos High School property to connect with the existing road network on the school site. This easement is shown on the map, and the work is stipulated in the Subdivision Improvement Agreement.

PAGE 3 OF 3

**SUBJECT:** Adopt a Resolution Approving the Final Map for Tract Number 10657 (Solana Project), Accepting the Dedications, and Approving and Authorizing the Town Manager to Execute the Subdivision Improvement Agreement, the Landscape Maintenance Agreement, the Stormwater Treatment Facilities Maintenance Agreement, and the Multi-Use Pathway Maintenance Agreement in Substantially the Form Presented

**DATE:** February 3, 2026

The agreements provided in Attachments 3, 4, 5, and 6 are necessary to facilitate the development and meet the requirements of several of the project's conditions of approval. These agreements are substantially complete in their attached form and may undergo minor adjustments. All maintenance agreements will be recorded against the property and will run with the land, binding successors and assigns.

**CONCLUSION:**

Staff recommend that Council adopt a resolution approving the final map, accepting the dedications, approving and authorizing the Town Manager to execute the above-listed agreements for Tract Number 10657 (Solana Project) in substantially the form attached.

**COORDINATION:**

This staff report has been coordinated with the Community Development Department, Town Attorney's Office, and Town Manager's Office.

**ENVIRONMENTAL ASSESSMENT:**

Approval of the final map and the associated agreements is not a project subject to CEQA, because it can be seen with certainty that these actions will not impact the physical environment. (CEQA Guidelines Section 15061(b)(3).)

With regard to the approved development project, additional environmental review of the proposed project was not required pursuant to CEQA Guidelines Section 15183. The proposed project was consistent with the development density that was analyzed in the EIR for the 2040 General Plan.

**Attachments:**

1. Resolution
2. Final Map
3. Subdivision Improvement Agreement
4. Landscape Maintenance Agreement
5. Stormwater Treatment Facilities Maintenance Agreement
6. Multi-Use Pathway Maintenance Agreement

**RESOLUTION 2026-****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
ACCEPTING THE FINAL MAP FOR TRACT NO. 10657 (THE SOLANA PROJECT),  
AUTHORIZING THE EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT AND  
RELATED DOCUMENTS, AND MAKING FINDINGS IN SUPPORT THEREOF**

**WHEREAS**, SummerHill 50 LGSR LLC, a California Limited Liability Company (“Subdivider”), has submitted for approval a Final Map entitled “Tract 10657” (the “Final Map”), covering approximately 8.82 acres located at Los Gatos-Saratoga Road and Alberto Way, Town of Los Gatos, County of Santa Clara, State of California; and

**WHEREAS**, The Final Map is consistent with the Town’s General Plan, any applicable Specific Plan, the Town’s Subdivision Ordinance (Chapter 24 of the Los Gatos Municipal Code), and the Subdivision Map Act (Government Code Section 66433-66443); and

**WHEREAS**, The Planning Commission of the Town of Los Gatos, recommended project approval on February 12, 2025, including a Vesting Tentative Map for Condominium Purposes subject to conditions of approval; and

**WHEREAS**, The Town Engineer has reviewed the Final Map and certified that it is technically correct and substantially in compliance with the approved Vesting Tentative Map and applicable laws; and

**WHEREAS**, The Subdivider has agreed to enter into a Subdivision Improvement Agreement (“Improvement Agreement”) with the Town to guarantee the installation of required public improvements, and to provide improvement security as required by law; and

**WHEREAS**, The Subdivider has also agreed to execute and/or record the following associated agreements and documents, as applicable:

- Stormwater Treatment Facilities Maintenance Agreement,
- Landscape Maintenance Agreement,
- Multi-Use Pathway Maintenance Agreement,
- Offers of Dedication for emergency vehicle access easements, public access easements, and public utility easements,
- Any other agreements required by the conditions of approval; and

**WHEREAS**, The Town Council has considered the Final Map and all related reports and recommendations.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Los Gatos does hereby declare, determine, and order as follows:

**Section 1. Findings.**

The Town Council hereby finds that:

1. The Final Map is in substantial compliance with the previously approved Vesting Tentative Map and all conditions of approval.
2. The Final Map complies with applicable provisions of the Subdivision Map Act and the Los Gatos Municipal Code.
3. The required public improvements are secured by the Improvement Agreement and accompanying bonds or other approved security.
4. The project complies with the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15183: Streamlining Process, since the proposed project's environmental impacts were adequately addressed in the 2020 General Plan EIR and/or 2040 General Plan EIR, as applicable.

**Section 2. Approval of Final Map.**

The Final Map for "Tract 10657 - The Solana Project" is hereby approved, subject to satisfaction of all conditions of approval.

**Section 3. Acceptance of Offers of Dedication.**

The Town Council hereby accepts, on behalf of the public, the offers of dedication shown on the Final Map for:

- Public utility easements
- Emergency Vehicle Access Easements,
- Public Access Easements

Such acceptance shall become effective upon recordation of the Final Map, except for any offers specifically rejected or accepted subject to future improvement.

**Section 4. Authorization to Execute Agreements.**

The Town Manager is hereby authorized and directed to execute the Subdivision Improvement Agreement and any related agreements referenced herein, in substantially the form presented and subject to approval as to form by the Town Attorney.

The Town Clerk is authorized to attest to such documents, and the Town Manager, Town Engineer, and other appropriate officials are authorized to take all actions necessary to implement this Resolution.

**Section 5. Recordation.**

The Town Clerk is authorized and directed to transmit the approved Final Map to the County Recorder for recordation upon execution of the Improvement Agreement and receipt of required securities and fees.

**Section 6. Effective Date.**

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the \_\_\_\_ of \_\_\_\_\_, 2026, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

\_\_\_\_\_  
MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

\_\_\_\_\_  
TOWN CLERK OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

# TRACT 10657

CONSISTING OF 11 SHEETS  
BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF ALL OF TRACT ONE,  
PARCELS TWO, THREE, AND FOUR; A PORTION OF TRACT ONE, PARCEL ONE,  
AND A PORTION OF TRACT TWO, AS ALL ARE DESCRIBED IN THAT GRANT DEED  
RECORDED AS DOCUMENT NO. 25884750 OF SANTA CLARA COUNTY RECORDS.  
TOWN OF LOS GATOS, SANTA CLARA COUNTY, CALIFORNIA



SAN RAMON • (925) 886-0322  
ROSEVILLE • (916) 788-4456  
WWW.CBANUG.COM  
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JANUARY 2026

## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE ALL OF THE PARTIES HAVING ANY RECORD TITLE INTEREST IN THE SUBDIVIDED REAL PROPERTY SHOWN WITHIN THE DISTINCTIVE BORDERLINE ON THIS MAP, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEDICATIONS AND OFFERS OF DEDICATION THEREIN.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

1. THE AREAS DELINEATED "PUBLIC ACCESS EASEMENT" (PAE) ARE OFFERED FOR DEDICATION TO THE PUBLIC FOR THE PURPOSE OF PUBLIC PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS.
2. THE AREAS DELINEATED "PUBLIC SERVICE EASEMENT" (PSE) ARE OFFERED FOR DEDICATION TO THE PUBLIC FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, REPAIRING, AND REPLACING UNDERGROUND PUBLIC UTILITIES INCLUDING ELECTRIC, GAS, CABLE TELEVISION, COMMUNICATION, STORM DRAIN, WATER, IRRIGATION AND APPURTENANCES THEREO CONTAINED WITHIN THE PSE ARE PRIVATE STORM DRAIN FACILITIES. THE MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE STORM DRAINAGE FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER OR SUBSEQUENT HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS.
3. THE AREAS DELINEATED "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE) ARE OFFERED FOR DEDICATION TO THE PUBLIC FOR THE PURPOSE OF EMERGENCY VEHICLE INGRESS AND EGRESS.

THE ABOVE MENTIONED EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS, STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES THEREO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS, AND TREES OR DEEP ROOTED SHRUBS.

WE HEREBY RESERVE AN EASEMENT FOR PRIVATE STORM DRAIN FACILITIES AS DELINEATED HEREON AND DESIGNATED AS "PSE". THE PERPETUAL MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE STORM DRAIN FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER OR SUBSEQUENT HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE HEREBY RESERVE AN EASEMENT FOR PRIVATE SANITARY SEWER FACILITIES AS DELINEATED HEREON AND DESIGNATED AS "PSS". THE PERPETUAL MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE SANITARY SEWER FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER OR SUBSEQUENT HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS.

WE HEREBY RESERVE AN EASEMENT FOR SOIL WAIL AND/OR FACILITIES AS DELINEATED HEREON AND DESIGNATED AS "SW". THE PERPETUAL MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF PRIVATE SOIL WAIL AND/OR FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER OR SUBSEQUENT HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS.

THE AREAS DESIGNATED PARCEL A, PARCEL B, PARCEL C, PARCEL D, PARCEL E & PARCEL F ARE NOT OFFERED FOR DEDICATION FOR USE BY THE GENERAL PUBLIC BUT ARE RESERVED FOR THE PURPOSE OF PRIVATE STREETS/PARKING, UTILITIES, DRAINAGE, AND PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS FOR THIS MAP. SAID PARCELS ARE TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

## OWNER'S STATEMENT (CONTINUED)

THE AREA DESIGNATED PARCEL G, PARCEL H & PARCEL I IS NOT OFFERED FOR DEDICATION FOR USE BY THE GENERAL PUBLIC BUT IS RESERVED FOR THE PURPOSE OF OPEN SPACE, UTILITIES, DRAINAGE, AND PRIVATE PEDESTRIAN INGRESS AND EGRESS IN ACCORDANCE WITH THE SUBDIVISION RESTRICTIONS FOR THIS MAP. SAID PARCEL IS TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

THE AREA DESIGNATED "DESIGNATED REMAINDER" IS TO BE RETAINED BY THE OWNER.

AS OWNER:

SUMMERHILL SO ILSR LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: SUMMERHILL LUL VENTURE LLC,  
A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

BY: SUMMERHILL LUL VENTURE MANAGER LLC, A DELAWARE LIMITED LIABILITY COMPANY,  
ITS MANAGING MEMBER

BY: SUMMERHILL HOMES LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS MANAGER

BY: Kevin Ebrahimi BY: Jason R. Biggs

NAME (PRINT): KEVIN EBRAHIMI NAME (PRINT): JASON R. BIGGS

TITLE: SR. VICE PRESIDENT TITLE: SR. VICE PRESIDENT

DATE: 1/14/26 DATE: 1/14/26

## OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } SS.  
COUNTY OF SANTA CLARA }

ON 1/14/26 BEFORE ME, JUDY LEPULO, A NOTARY PUBLIC, PERSONALLY APPEARED KEVIN EBRAHIMI, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: Judy Lepulo

NAME (PRINT): JUDY LEPULO

PRINCIPAL (COUNTY OF BUSINESS): SANTA CLARA COUNTY

MY COMMISSION NUMBER: 2399135

MY COMMISSION EXPIRES: MARCH 30, 2026

## OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } SS.  
COUNTY OF SANTA CLARA }

ON 1/14/26 BEFORE ME, JUDY LEPULO, A NOTARY PUBLIC, PERSONALLY APPEARED JASON R. BIGGS, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: Judy Lepulo

NAME (PRINT): JUDY LEPULO

PRINCIPAL (COUNTY OF BUSINESS): SANTA CLARA COUNTY

MY COMMISSION NUMBER: 2399135

MY COMMISSION EXPIRES: MARCH 30, 2026

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SUMMERHILL CONSTRUCTION COMPANY IN JANUARY OF 2026. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2028, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

1/14/2026  
DATE



Mark H. Weber  
MARK H. WEBER, P.L.S.  
L.S. NO. 7960

## RECORDER'S STATEMENT

FILED THIS 14 DAY OF JANUARY, 2026, AT SANTA CLARA IN BOOK        OF MAPS AT REQUEST OF FIRST AMERICAN TITLE COMPANY.

FILE NO.        LOUIS (CHIAMANTE), COUNTY RECORDER

FILE NO.        BY:        DEPUTY

FILE NO.        BY:        DEPUTY

# TRACT 10657

CONSISTING OF 11 SHEETS  
BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF ALL OF TRACT ONE,  
PARCELS TWO, THREE, AND FOUR; A PORTION OF TRACT ONE, PARCEL ONE;  
AND A PORTION OF TRACT TWO, AS ALL ARE DESCRIBED IN THAT GRANT DEED  
RECORDED AS DOCUMENT NO. 25884750 OF SANTA CLARA COUNTY RECORDS.  
TOWN OF LOS GATOS, SANTA CLARA COUNTY, CALIFORNIA



CIVIL ENGINEERS • SURVEYORS • PLANNERS  
JANUARY 2026

SAN RAMON • (925) 886-0322  
ROSEVILLE • (916) 766-4498  
WWW.CBANDG.COM

## TRUSTEE'S STATEMENT

THE UNDERSIGNED, TRSTE, INC., A VIRGINIA CORPORATION, AS TRUSTEE UNDER THE DOCUMENT RECORDED OCTOBER 15, 2025 AS DOCUMENT NO. 25884752, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, CONSENTS TO THE PREPARATION AND FILING OF THIS FINAL MAP TRACT 10657, AND JOINS IN ALL OFFERS OF DEDICATION HEREIN.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_ TITLE: \_\_\_\_\_

## SIGNATURE OMISSIONS:

PURSUANT TO GOVERNMENT CODE SECTION 86436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1. SAN JOSE WATER: AN EASEMENT FOR WATER PIPELINE AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 7, 2012 AS DOCUMENT NO. 21942580 OF OFFICIAL RECORDS.

## TOWN ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP DESIGNATED TRACT 10657 THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP ANY APPROVED ALTERATION THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

1/22/2026  
DATE



GARY HEAP  
TOWN ENGINEER  
RCE NO. 52355

## TRUSTEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF \_\_\_\_\_ SS.  
COUNTY OF \_\_\_\_\_

ON \_\_\_\_\_, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC, PERSON "ALL APPEARED \_\_\_\_\_, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

## STATEMENT OF THE COUNCIL OF THE TOWN OF LOS GATOS

IT IS ORDERED THAT THE PARCEL MAP OR MAP OF TRACT 10657 IS HEREBY APPROVED, THAT ALL STREETS, ROADS, EASEMENT AND OTHER PARCELS OF LAND SHOWN UPON SAID MAP, AND THEREIN OFFERED FOR DEDICATION ARE HEREBY ACCEPTED FOR THE PURPOSES OF WHICH THEY ARE OFFERED.

I HEREBY STATE THAT THE FOREGOING ORDER WAS ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOS GATOS, CALIFORNIA, AT A MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY RESOLUTION NO. \_\_\_\_\_

CLERK ADMINISTRATOR  
TOWN OF LOS GATOS

DATE \_\_\_\_\_

## TOWN SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP DESIGNATED TRACT 10657, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

1-16-26  
DATE



DEAN A. JURADO  
ACTING TOWN SURVEYOR  
PLS 9032

## TITLE NOTES

THE LANDS INCLUDED WITHIN THIS TRACT MAP ARE SUBJECT TO THE FOLLOWING TERMS AND PROVISIONS:

- 1. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "AGREEMENT," RECORDED MARCH 27, 1925 AS BOOK 147, PAGE 290 OF OFFICIAL RECORDS.
- 2. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF AGREEMENT REGARDING FEE CREDIT SAVINGS," RECORDED OCTOBER 15, 2025 AS INSTRUMENT NO. 25884751 OF OFFICIAL RECORDS.

A DOCUMENT RECORDED OCTOBER 15, 2025 AS INSTRUMENT NO. 25884753 OF OFFICIAL RECORDS PROVIDES THAT THE ABOVE DOCUMENT WAS SUBORDINATED TO THE DOCUMENT RECORDED OCTOBER 15, 2025 AS INSTRUMENT NO. 25884752 OF OFFICIAL RECORDS.

## SOILS / GEOTECHNICAL REPORT NOTE

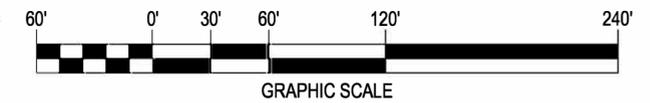
A GEOTECHNICAL ASSESSMENT WAS PREPARED BY ENGeo, DATED MARCH 19, 2025 PROJECT NO. 23306.000.001, SIGNED BY GREGORY CUBBON, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

# TRACT 10657

CONSISTING OF 11 SHEETS  
 BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF PARCELS ONE, TWO, AND THREE AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 13902603, A PORTION OF PARCEL FOUR AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED AS DOCUMENT NO. 13172176, AND A PORTION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 15135755, ALL OF SANTA CLARA COUNTY RECORDS.

**cbg**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 SCALE: 1" = 60'  
 DECEMBER 2025

SAN RAMON (925) 866-0322  
 ROSEVILLE (916) 788-4456  
 WWW.CBANDG.COM



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENTS MARKING THE EASTERN LINE OF STATE HIGHWAY 17 AS SHOWN ON THE STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13, THE BEARING BEING N78°26'24"E.

## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
- FOUND MONUMENT AS NOTED
- SET STANDARD STREET MONUMENT, LS 7960
- PSE PUBLIC SERVICE EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PSSE PRIVATE SANITARY SEWER EASEMENT

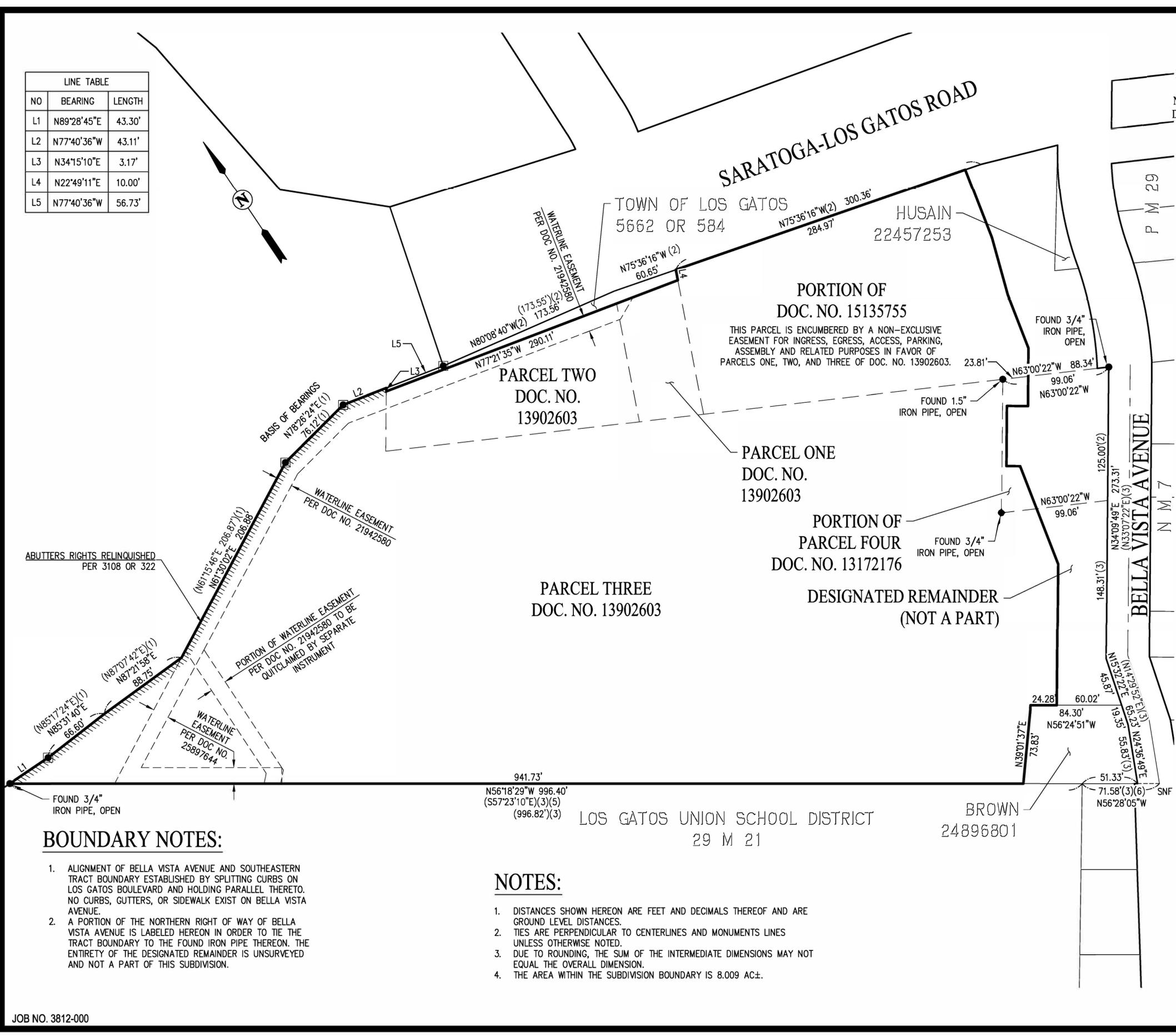
## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13 (R63018)(GRID)
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- (3) RECORD OF SURVEY OF THE LANDS OF IGNAZIO PRESTIGIACOMO (93 M 7)
- (4) MAP OF THE BRAGDON SUBDIVISION (P-M 29)
- (5) RECORD OF SURVEY OF PORTIONS OF LANDS OF LOS GATOS UNION HIGH SCHOOL DISTRICT (29 M 21)
- (6) RECORD OF SURVEY (913 M 16)

## EASEMENT NOTE

- EASEMENTS WHICH AFFECT THE SUBJECT PROPERTY BUT CANNOT BE PLOTTED FROM RECORD INFORMATION ARE AS FOLLOWS:
- EASEMENT FOR WATER MAIN AND INCIDENTAL PURPOSES PER BOOK 18 OF DEEDS, PAGE 88 OF OFFICIAL RECORDS.

NO	BEARING	LENGTH
L1	N89°28'45"E	43.30'
L2	N77°40'36"W	43.11'
L3	N34°15'10"E	3.17'
L4	N22°49'11"E	10.00'
L5	N77°40'36"W	56.73'



## BOUNDARY NOTES:

- ALIGNMENT OF BELLA VISTA AVENUE AND SOUTHEASTERN TRACT BOUNDARY ESTABLISHED BY SPLITTING CURBS ON LOS GATOS BOULEVARD AND HOLDING PARALLEL THERETO. NO CURBS, GUTTERS, OR SIDEWALK EXIST ON BELLA VISTA AVENUE.
- A PORTION OF THE NORTHERN RIGHT OF WAY OF BELLA VISTA AVENUE IS LABELED HEREON IN ORDER TO TIE THE TRACT BOUNDARY TO THE FOUND IRON PIPE THEREON. THE ENTIRETY OF THE DESIGNATED REMAINDER IS UNSURVEYED AND NOT A PART OF THIS SUBDIVISION.

## NOTES:

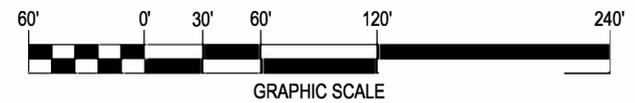
- DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
- TIES ARE PERPENDICULAR TO CENTERLINES AND MONUMENTS LINES UNLESS OTHERWISE NOTED.
- DUE TO ROUNDING, THE SUM OF THE INTERMEDIATE DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- THE AREA WITHIN THE SUBDIVISION BOUNDARY IS 8.009 AC±.

# TRACT 10657

CONSISTING OF 11 SHEETS  
BEING A SUBDIVISION FOR CONDOMINIUM PURPOSES OF PARCELS ONE, TWO, AND THREE AS DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 13902603, A PORTION OF PARCEL FOUR AS DESCRIBED IN THAT QUITCLAIM DEED RECORDED AS DOCUMENT NO. 13172176, AND A PORTION OF THE PARCEL OF LAND DESCRIBED IN THAT GRANT DEED RECORDED AS DOCUMENT NO. 15135755, ALL OF SANTA CLARA COUNTY RECORDS.



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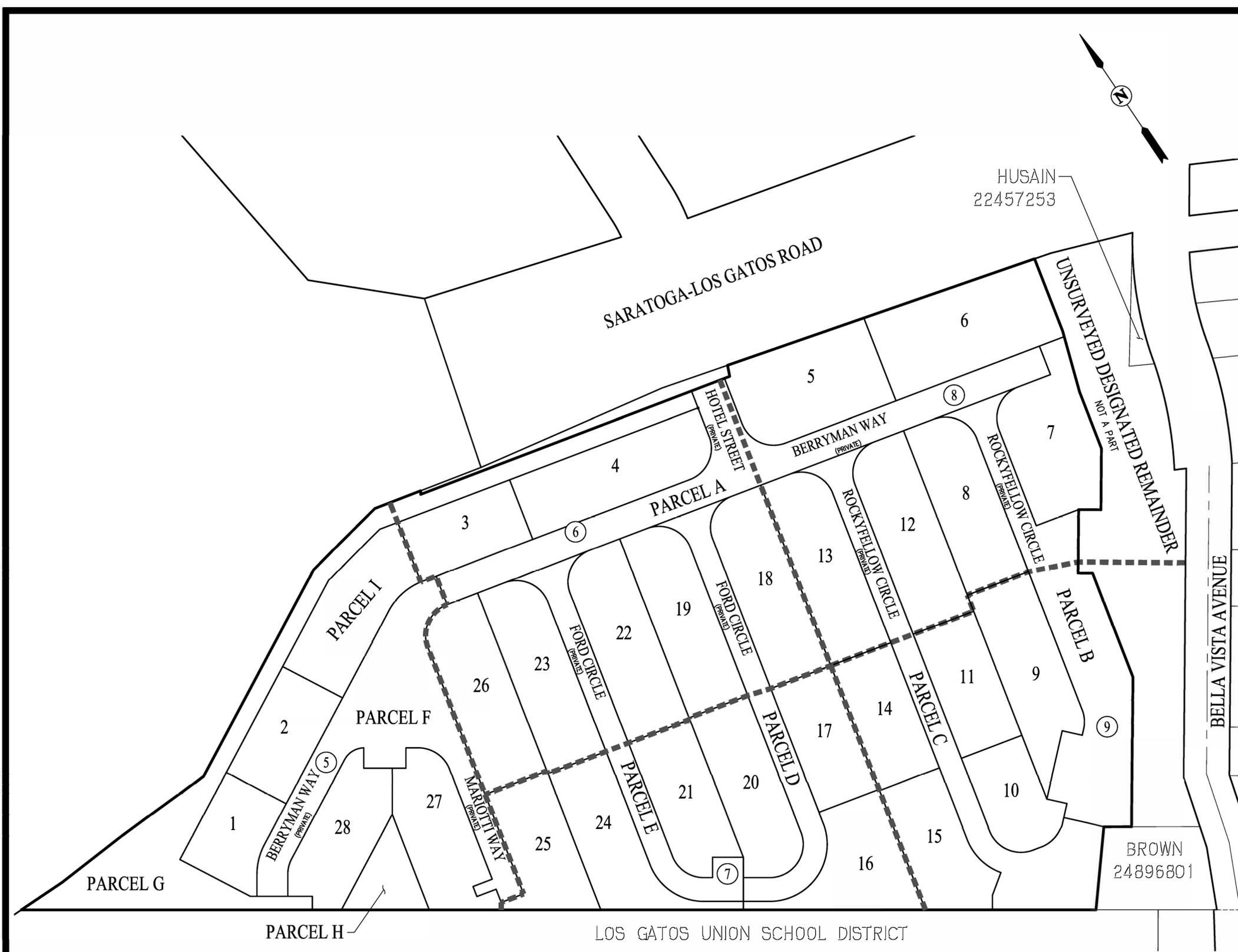


### BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENTS MARKING THE EASTERN LINE OF STATE HIGHWAY 17 AS SHOWN ON THE STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13, THE BEARING BEING N78°26'24"E.

### LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
	FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
	FOUND MONUMENT AS NOTED
	SET STANDARD STREET MONUMENT, LS 7960
PSE	PUBLIC SERVICE EASEMENT
PAE	PUBLIC ACCESS EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
	SHEET LIMIT
	SHEET NUMBER



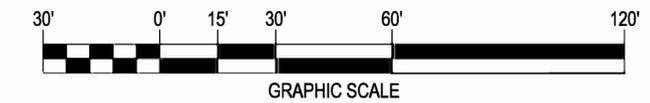
PRELIMINARY

# TRACT 10657

CONSISTING OF 11 SHEETS  
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## LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
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- (T) TOTAL
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- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PSSE PRIVATE SANITARY SEWER EASEMENT

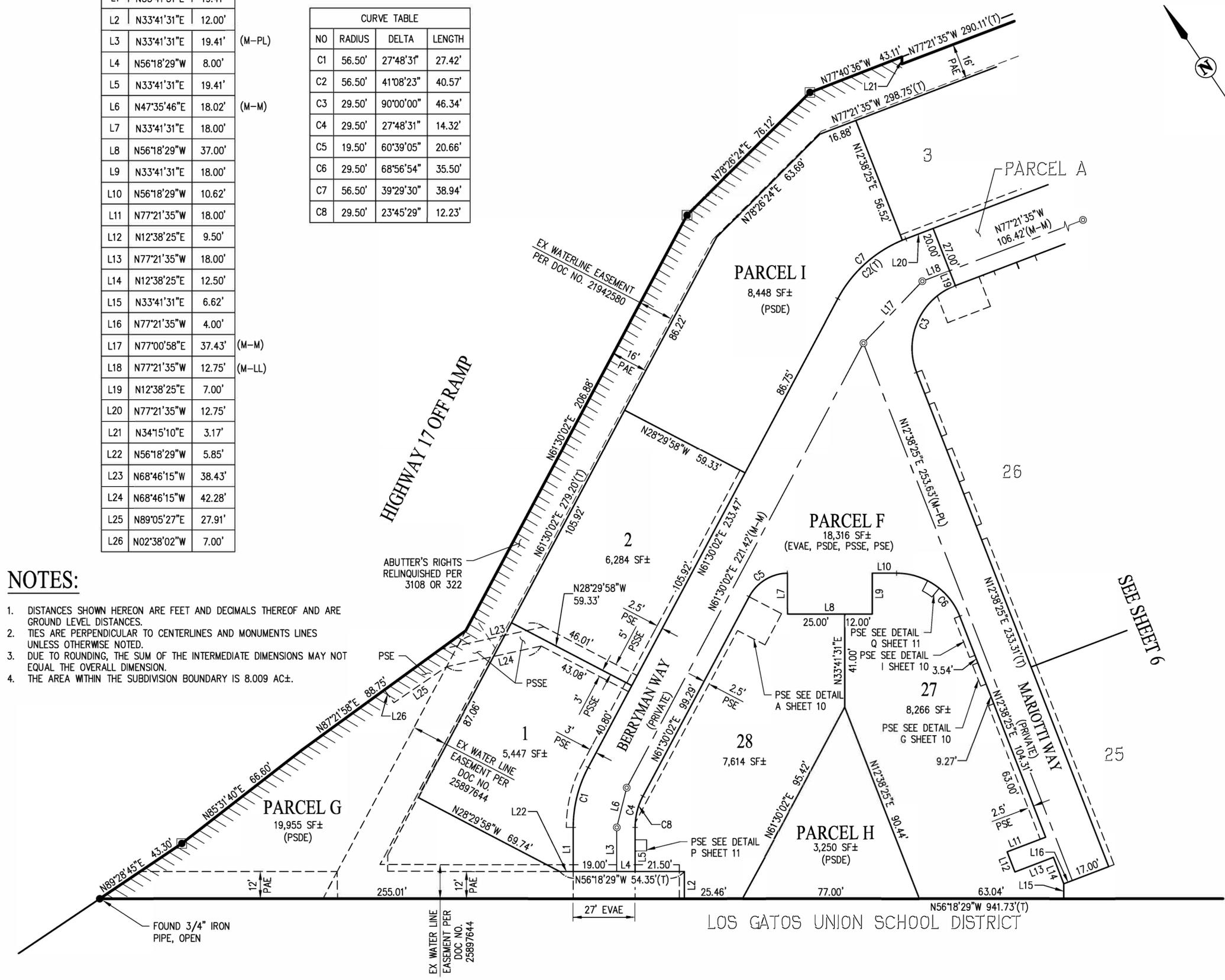
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- (5) RECORD OF SURVEY OF PORTIONS OF LANDS OF LOS GATOS UNION HIGH SCHOOL DISTRICT (29 M-21)
- (6) RECORD OF SURVEY (913 M 16)

LINE TABLE		
NO	BEARING	LENGTH
L1	N33°41'31"E	19.41'
L2	N33°41'31"E	12.00'
L3	N33°41'31"E	19.41'
L4	N56°18'29"W	8.00'
L5	N33°41'31"E	19.41'
L6	N47°35'46"E	18.02'
L7	N33°41'31"E	18.00'
L8	N56°18'29"W	37.00'
L9	N33°41'31"E	18.00'
L10	N56°18'29"W	10.62'
L11	N77°21'35"W	18.00'
L12	N12°38'25"E	9.50'
L13	N77°21'35"W	18.00'
L14	N12°38'25"E	12.50'
L15	N33°41'31"E	6.62'
L16	N77°21'35"W	4.00'
L17	N77°00'58"E	37.43'
L18	N77°21'35"W	12.75'
L19	N12°38'25"E	7.00'
L20	N77°21'35"W	12.75'
L21	N34°15'10"E	3.17'
L22	N56°18'29"W	5.85'
L23	N68°46'15"W	38.43'
L24	N68°46'15"W	42.28'
L25	N89°05'27"E	27.91'
L26	N02°38'02"W	7.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	56.50'	27°48'31"	27.42'
C2	56.50'	41°08'23"	40.57'
C3	29.50'	90°00'00"	46.34'
C4	29.50'	27°48'31"	14.32'
C5	19.50'	60°39'05"	20.66'
C6	29.50'	68°56'54"	35.50'
C7	56.50'	39°29'30"	38.94'
C8	29.50'	23°45'29"	12.23'

- ### NOTES:
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  - THE AREA WITHIN THE SUBDIVISION BOUNDARY IS 8.009 AC±.

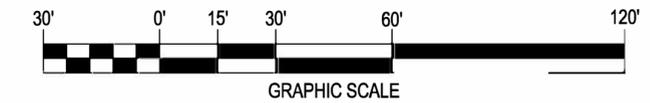


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 SCALE: 1" = 30'  
 DECEMBER 2025



## BASIS OF BEARINGS:

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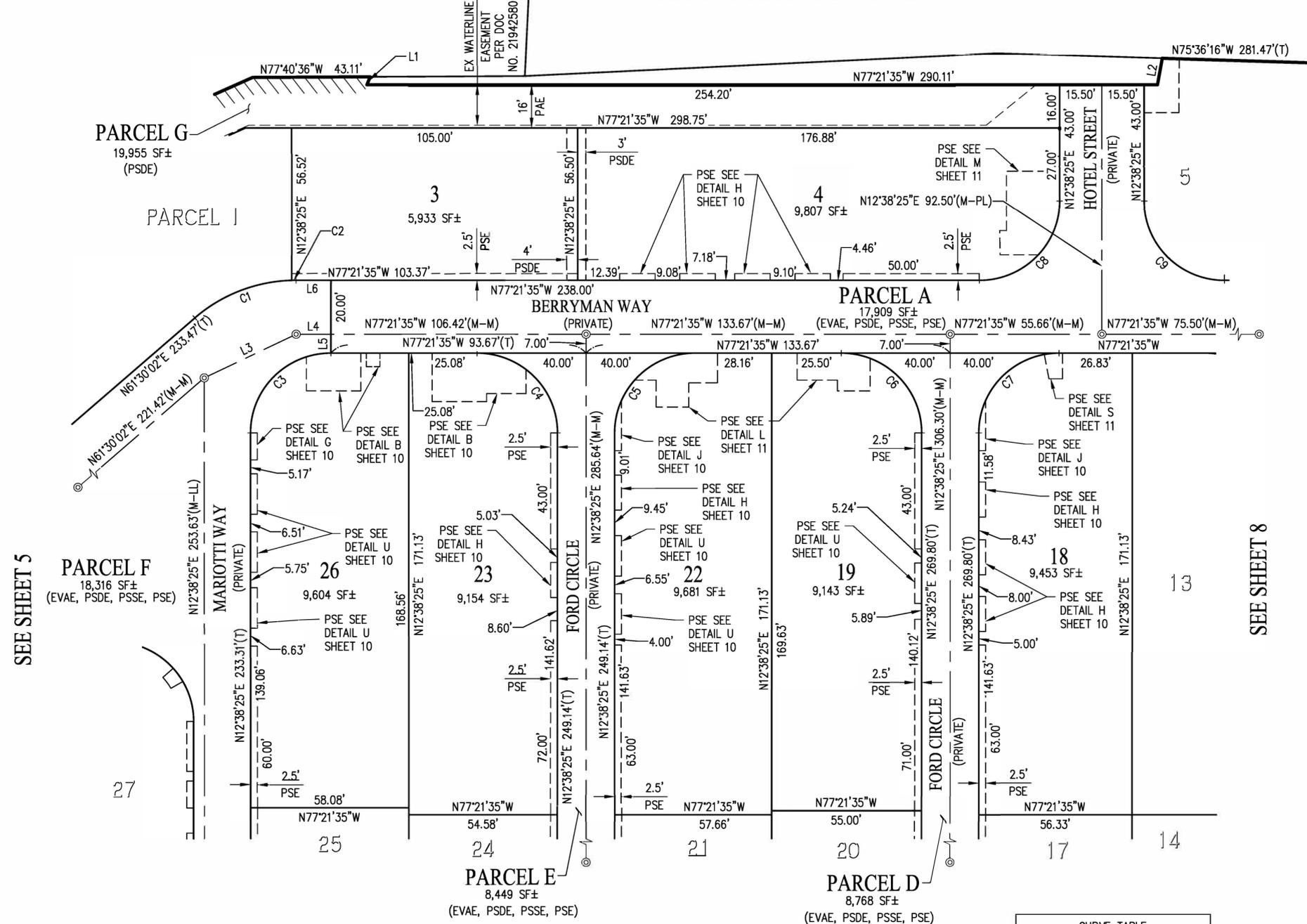
## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
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	FOUND MONUMENT AS NOTED
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- (6) RECORD OF SURVEY (913 M 16)

### SARATOGA-LOS GATOS ROAD



SEE SHEET 5

SEE SHEET 8

SEE SHEET 7

## NOTES:

1. DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
2. TIES ARE PERPENDICULAR TO CENTERLINES AND MONUMENTS LINES UNLESS OTHERWISE NOTED.
3. DUE TO ROUNDING, THE SUM OF THE INTERMEDIATE DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. THE AREA WITHIN THE SUBDIVISION BOUNDARY IS 8.009 AC±.

NO	RADIUS	DELTA	LENGTH
C1	56.50'	41°08'23"	40.57'
C2	56.50'	1°38'53"	1.63'
C3	29.50'	90°00'00"	46.34'
C4	29.50'	90°00'00"	46.34'
C5	29.50'	90°00'00"	46.34'
C6	29.50'	90°00'00"	46.34'
C7	29.50'	90°00'00"	46.34'
C8	29.50'	90°00'00"	46.34'
C9	29.50'	90°00'00"	46.34'

NO	BEARING	LENGTH
L1	N34°15'10"E	3.17'
L2	N22°49'11"E	10.00'
L3	N77°00'58"E	37.43'
L4	N77°21'35"W	12.75'
L5	N12°38'25"E	7.00'
L6	N77°21'35"W	12.75'

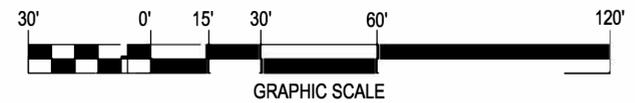
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## LEGEND

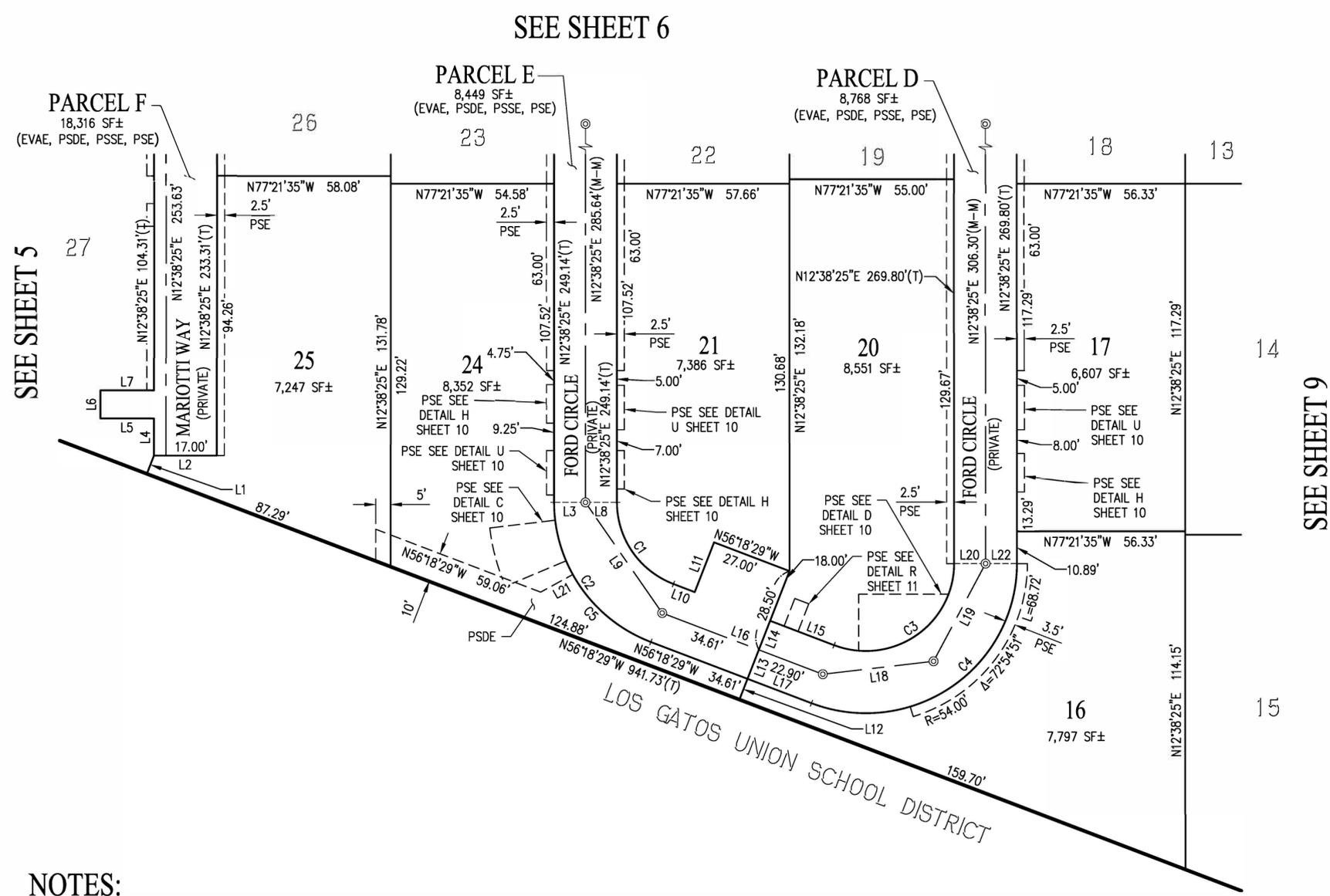
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- SET STANDARD STREET MONUMENT, LS 7960
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- (6) RECORD OF SURVEY (913 M 16)

LINE TABLE		
NO	BEARING	LENGTH
L1	N33°41'31"E	6.62'
L2	N77°21'35"W	21.00'
L3	N77°21'35"W	10.50'
L4	N12°38'25"E	12.50'
L5	N77°21'35"W	18.00'
L6	N12°38'25"E	9.50'
L7	N77°21'35"W	18.00'
L8	N77°21'35"W	10.50'
L9	N21°50'02"W	45.28' (M-M)
L10	N56°18'29"W	7.61'
L11	N33°41'31"E	18.00'
L12	N33°41'31"E	7.50'
L13	N33°41'31"E	10.50'
L14	N33°41'31"E	10.50'
L15	N56°18'29"W	22.90' (M-M)
L16	N56°18'29"W	57.51' (M-M)
L17	N56°18'29"W	22.90' (M-M)
L18	N84°04'16"W	37.27' (M-M)
L19	N40°24'11"E	37.27' (M-M)
L20	N77°21'35"W	10.50'
L21	N73°48'08"E	12.25' (R)
L22	N77°21'35"W	10.50'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	29.50'	68°56'54"	35.50'
C2	50.50'	68°56'54"	60.77'
C3	29.50'	111°03'06"	57.18'
C4	50.50'	111°03'06"	97.88'
C5	50.50'	40°06'37"	35.35' (PSDE)



## NOTES:

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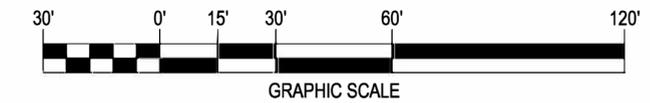
# TRACT 10657

CONSISTING OF 11 SHEETS  
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SAN RAMON (925) 866-0322  
 ROSEVILLE (916) 788-4456  
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CIVIL ENGINEERS SURVEYORS PLANNERS  
 SCALE: 1" = 30' DECEMBER 2025



## BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENTS MARKING THE EASTERN LINE OF STATE HIGHWAY 17 AS SHOWN ON THE STATE OF CALIFORNIA RIGHT OF WAY RECORD MAP R.63.13, THE BEARING BEING N78°26'24"E.

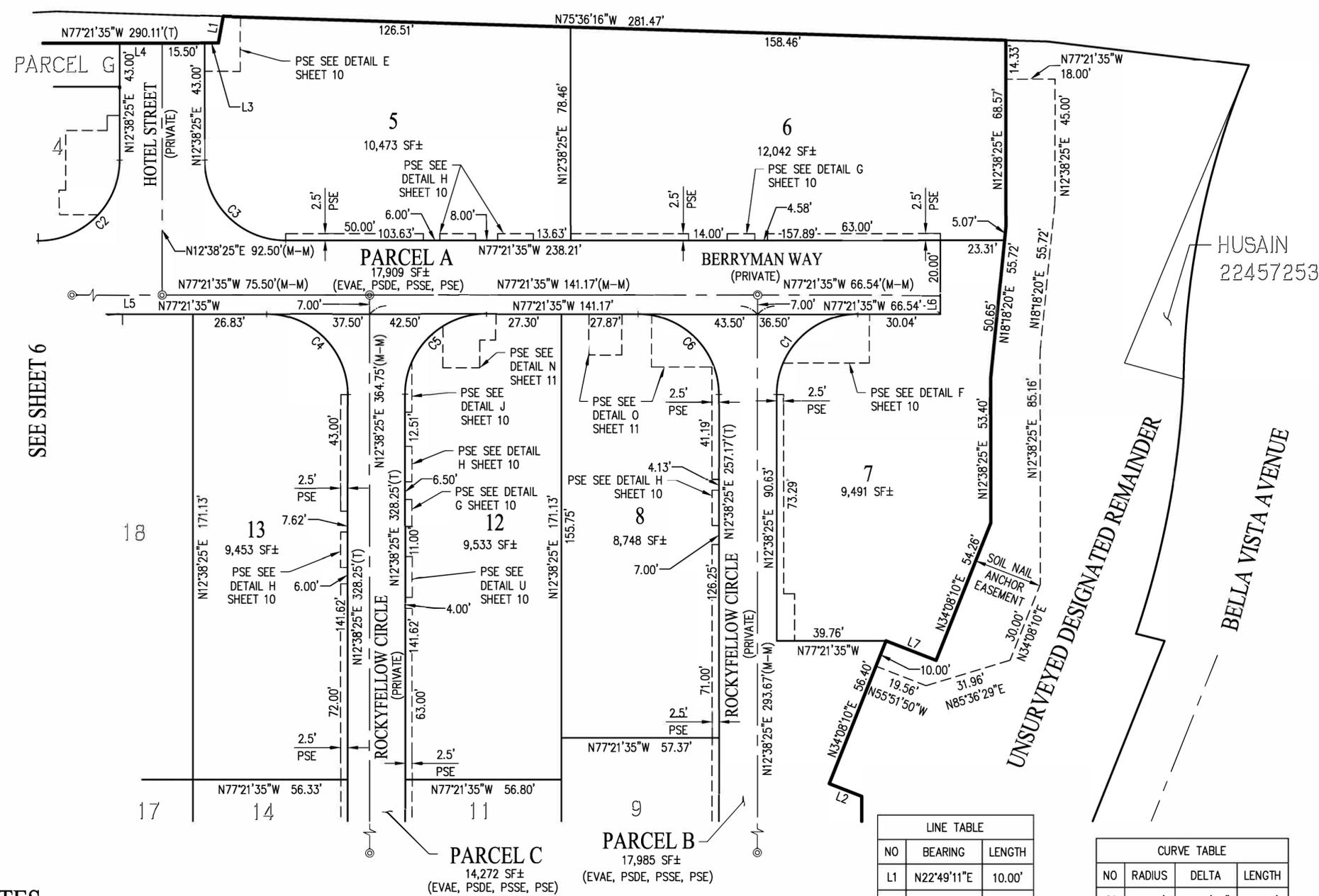
## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
	FOUND 6"x6" CONCRETE CALIFORNIA HIGHWAY COMMISSION MONUMENT
	FOUND MONUMENT AS NOTED
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EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
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## REFERENCES:

- (#) INDICATES REFERENCE NUMBER
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- (4) MAP OF THE BRAGDON SUBDIVISION (P.M. 29)
- (5) RECORD OF SURVEY OF PORTIONS OF LANDS OF LOS GATOS UNION HIGH SCHOOL DISTRICT (29 M-21)
- (6) RECORD OF SURVEY (913 M 16)

### SARATOGA-LOS GATOS ROAD



NO	BEARING	LENGTH
L1	N22°49'11"E	10.00'
L2	N55°51'50"W	12.69'
L3	N77°21'35"W	4.91'
L4	N77°21'35"W	15.50'
L5	N77°21'35"W	55.66' (M-M)
L6	N12°38'25"E	7.00'
L7	N55°51'50"W	19.56'

NO	RADIUS	DELTA	LENGTH
C1	29.50'	90°00'00"	46.34'
C2	29.50'	90°00'00"	46.34'
C3	29.50'	90°00'00"	46.34'
C4	29.50'	89°59'59"	46.34'
C5	29.50'	90°00'00"	46.34'
C6	29.50'	90°00'00"	46.34'

## NOTES:

1. DISTANCES SHOWN HEREON ARE FEET AND DECIMALS THEREOF AND ARE GROUND LEVEL DISTANCES.
2. TIES ARE PERPENDICULAR TO CENTERLINES AND MONUMENTS LINES UNLESS OTHERWISE NOTED.
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SEE SHEET 9

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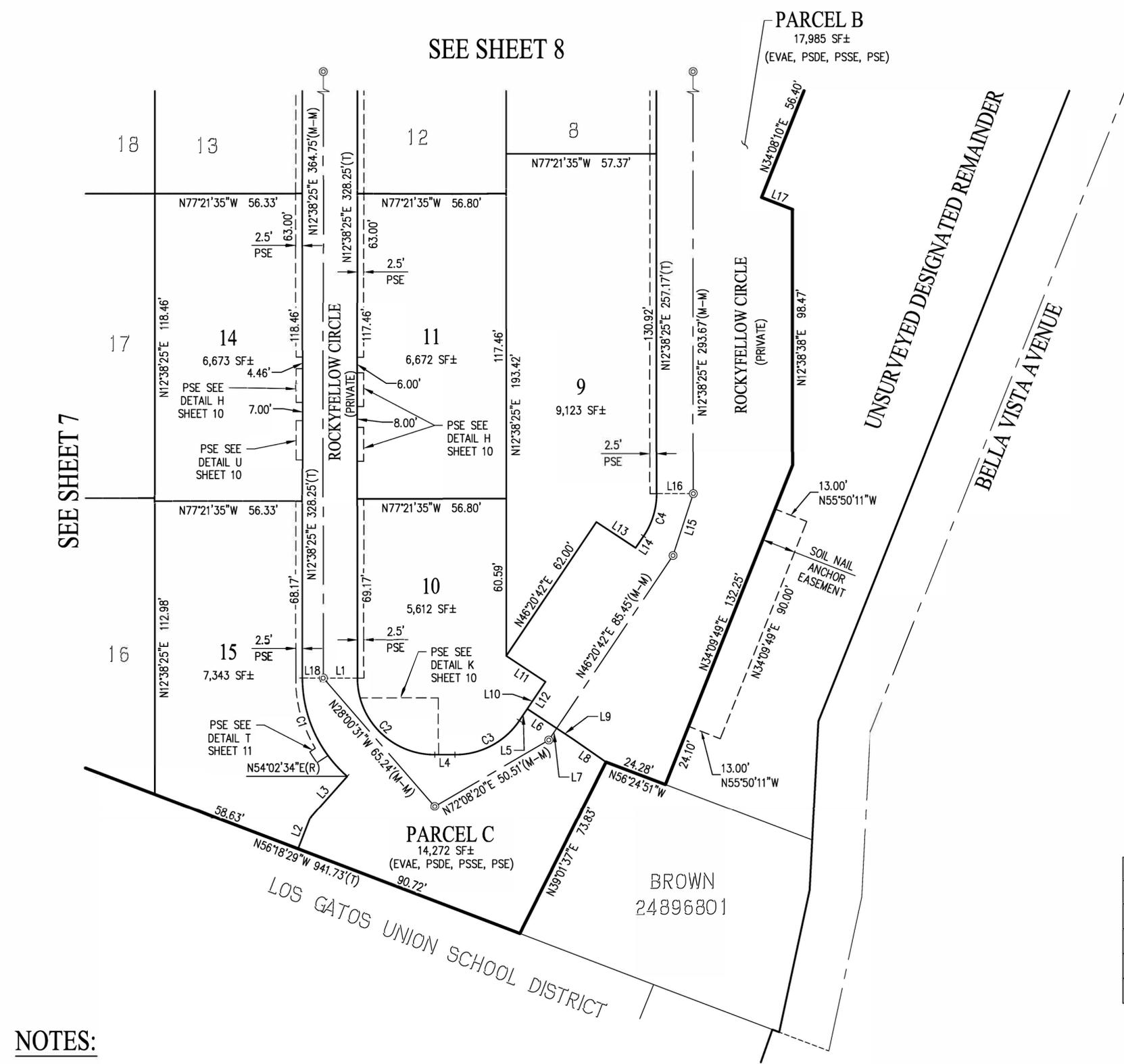
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## LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
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	CENTERLINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
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- (6) RECORD OF SURVEY (913 M 16)



NO	BEARING	LENGTH
L1	N77°21'35"W	13.00'
L2	N33°41'31"E	12.88'
L3	N54°02'34"E	21.30'
L4	N77°21'35"W	7.75'
L5	N46°20'42"E	5.44'
L6	N43°39'18"W	13.50'
L7	N46°20'42"E	5.44' (M-L)
L8	N42°17'33"W	15.37'
L9	N43°39'18"W	7.50'
L10	N46°20'42"E	17.99'
L11	N43°39'18"W	18.00'
L12	N46°20'42"E	12.54'
L13	N43°39'18"W	18.00'
L14	N46°20'42"E	5.46'
L15	N30°35'09"E	25.08' (M-M)
L16	N77°21'35"W	14.00'
L17	N55°51'50"W	12.69'
L18	N77°21'35"W	8.00'

NO	RADIUS	DELTA	LENGTH
C1	50.50'	48°35'51"	42.83'
C2	29.50'	90°00'00"	46.34'
C3	29.50'	56°17'43"	28.98'
C4	29.50'	33°42'17"	17.35'

## NOTES:

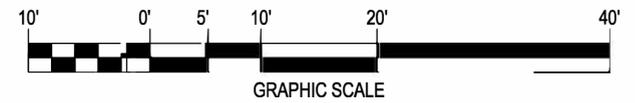
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**cbg**  
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 SCALE: 1" = 10'  
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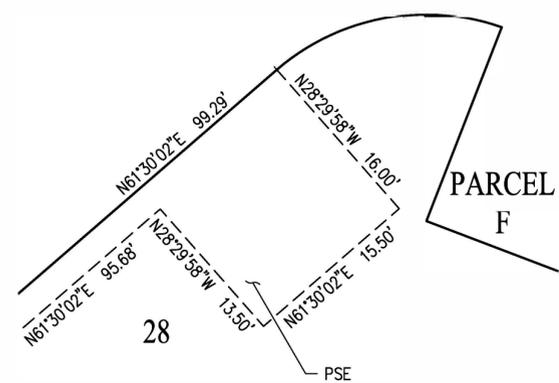
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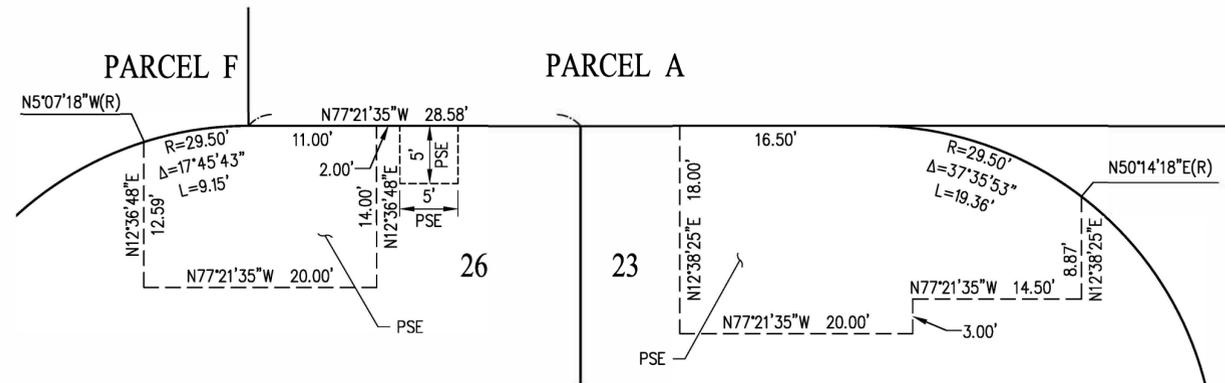
## LEGEND

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	EASEMENT LINE
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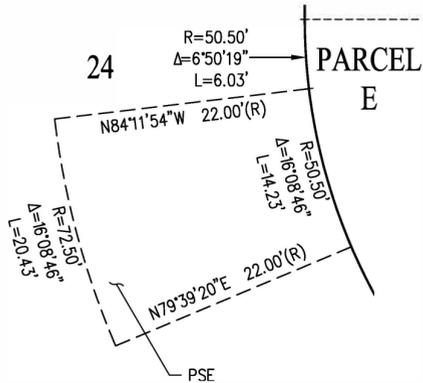
**PRELIMINARY**



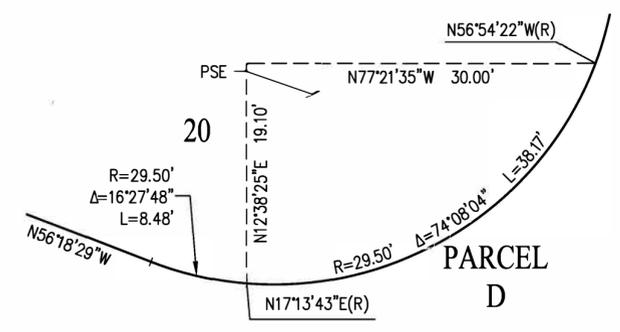
**DETAIL A**  
NOT TO SCALE



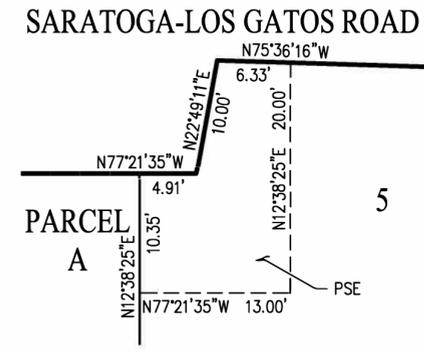
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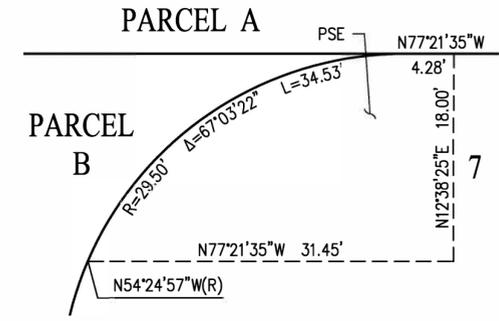
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NOT TO SCALE



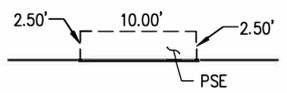
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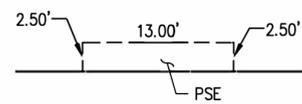
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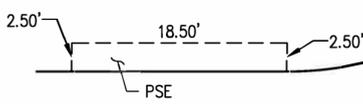
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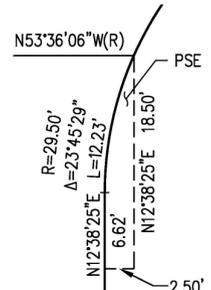
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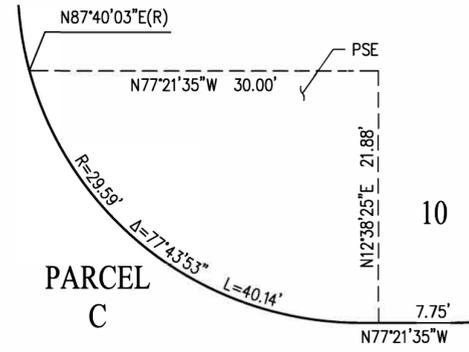
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NOT TO SCALE



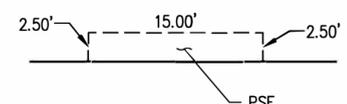
**DETAIL I**  
NOT TO SCALE



**DETAIL J**  
NOT TO SCALE



**DETAIL K**  
NOT TO SCALE



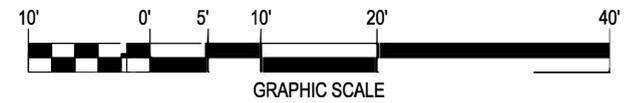
**DETAIL U**  
NOT TO SCALE

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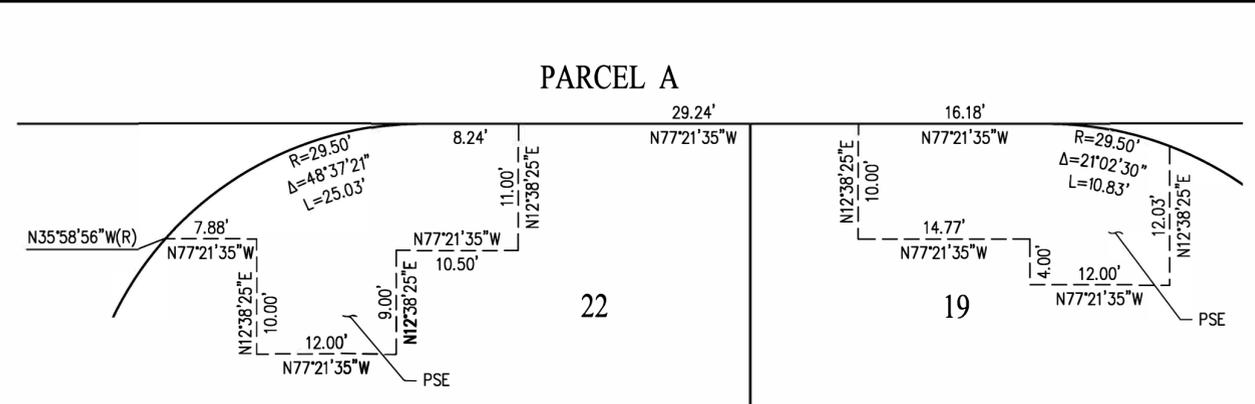
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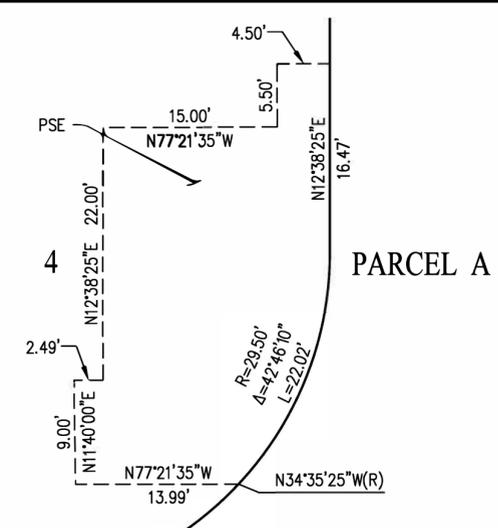
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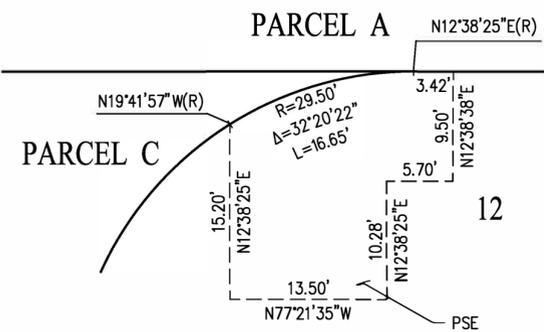
**PRELIMINARY**



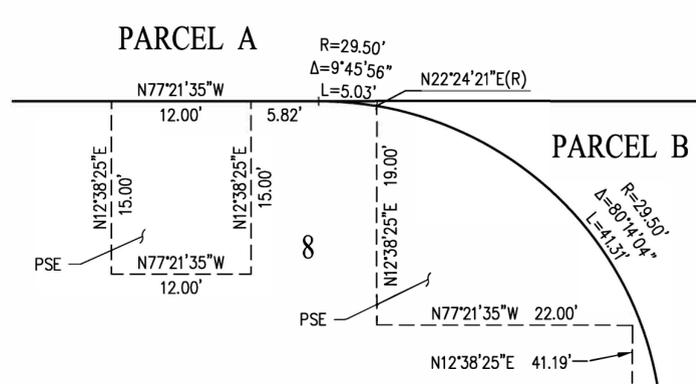
**DETAIL L**  
NOT TO SCALE



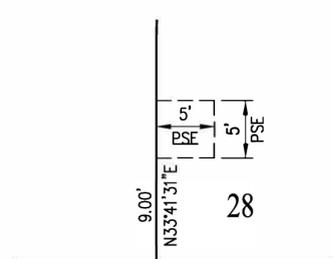
**DETAIL M**  
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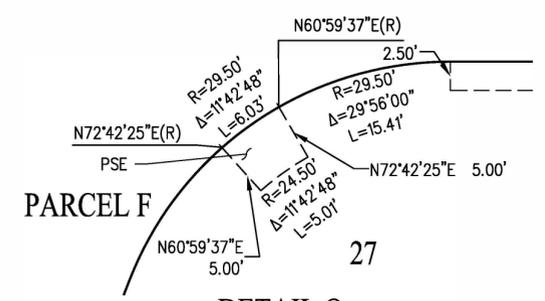
**DETAIL N**  
NOT TO SCALE



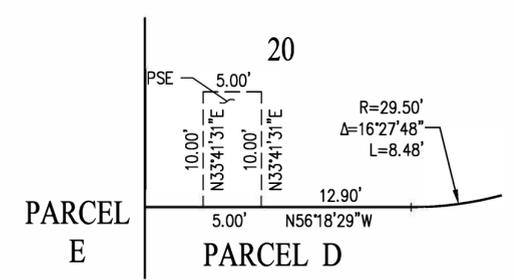
**DETAIL O**  
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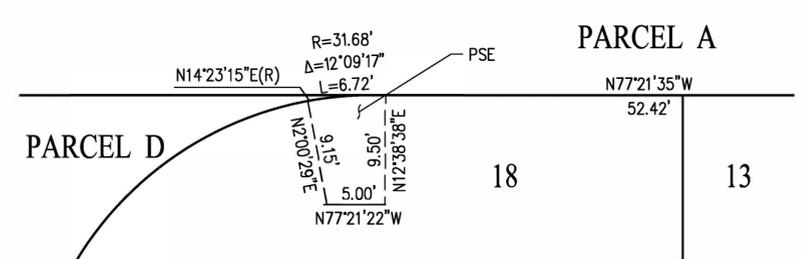
**DETAIL P**  
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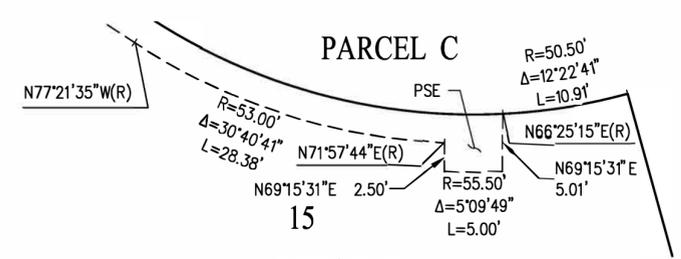
**DETAIL Q**  
NOT TO SCALE



**DETAIL R**  
NOT TO SCALE



**DETAIL S**  
NOT TO SCALE



**DETAIL T**  
NOT TO SCALE

**SUBDIVISION IMPROVEMENT AGREEMENT  
BETWEEN  
THE TOWN OF LOS GATOS  
AND  
SUMMERHILL 50 LGSR LLC  
  
LOS GATOS, CALIFORNIA**

This agreement, made and entered into effective upon the last date this document is signed by the parties hereto, by and between the TOWN OF LOS GATOS, a municipal corporation of the State of California, hereinafter "Town," and SUMMERHILL 50 LGSR LLC, after this called "Subdivider," whose principal place of business is 6101 Bollinger Canyon Road, Suite 425, San Ramon, CA 94583.

WITNESSETH

**WHEREAS**, a Final Map (hereinafter "Map") of Tract 10657 (the "Subdivision") owned by Subdivider and commonly known as "Solana," has been filed with the Town, which Map is incorporated herein by reference;

**WHEREAS**, the Conditions of Approval of the Subdivision Application (M-23-009) require the Subdivider to construct and complete certain off-site public improvements. The improvement plans dated [MONTH] [DAY], [YEAR] ("Improvement Plans") were submitted and approved by the Town under Encroachment Permit Application Number EN25-150. These approved improvements are hereinafter referred to as "Required Improvements";

**WHEREAS**, the Subdivider has prepared, and the Town Engineer has approved, Improvement Plans for the completion of the Required Improvements in connection with the Subdivision. The approved Improvement Plans ("Plans") are on file in the Office of the Town Engineer and are incorporated into this agreement by this reference, along with any changes or modifications as may be required by the Town Engineer or designee due to errors, omissions, or changes in conditions;

**WHEREAS**, Subdivider recognizes that, by approval of the Map for Subdivision, Town has conferred substantial rights upon Subdivider, including the right to sell, lease, or finance lots and/or condominiums within the Subdivision. As a result, Town will be damaged to the extent of the cost of installation of these Required Improvements by Subdivider's failure to perform its obligations to commence construction of the Required Improvements by the time established in this agreement. The Town shall be entitled to all remedies available to it pursuant to this agreement and law in the event of default by Subdivider; and

**WHEREAS**, Subdivider has asked Town to review and approve the Map and accept the dedications therein offered, subject to and on condition that the Subdivider, prior to issuance of a building permit for the Required Improvements, enter into this agreement with the Town, and provide the Town with such security for performance and insurance and all other things as required by this agreement;

**NOW, THEREFORE**, to insure satisfactory performance by Subdivider of these obligations, and in consideration of the approval of the Map, the parties now agree as follows:

**1. PERFORMANCE OF WORK**

Subdivider agrees to furnish, construct and install at Subdivider's own expense the Required Improvements. The Plans and specification of the Required Improvements may be modified by the Subdivider as the Subdivision progresses, subject to prior written approval of the Town Engineer.

## 2. WORK; SATISFACTION OF TOWN ENGINEER

All the work on the Required Improvements is to be done at the places, of the materials, and in the manner and at the grades shown upon approved Plans and specifications and the Town's Ordinances, Improvement Standards and Specifications, to the satisfaction of the Town Engineer.

3. **TIME OF COMPLETION.** Work shall be completed within two (2) years from the date of this agreement, subject to extension due to force majeure event as set forth in this Agreement.

## 4. INSPECTION BY TOWN

Subdivider shall at all times provide safe access for inspection by the Town to all parts of the Required Improvements and to all places where the Required Improvements are in preparation.

## 5. SURVEY MONUMENTS

Subdivider shall install all Subdivision monuments required by law prior to recordation of the Notice of Acceptance.

## 6. DEDICATION OF EASEMENTS OR RIGHT-OF-WAY

The Town acknowledges that Subdivider has offered to the Town public right of way easements, public access easement (PAE), Public Service easement (PSE), and emergency vehicle access easement (EVAE) as shown on the Map.

## 7. PERMITS; COMPLIANCE WITH LAW.

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the Required Improvements and give all necessary notices and pay all fees and taxes required by law. In the performance of this Agreement, Subdivider shall comply with all applicable laws, ordinances, regulations, and rules of all governmental agencies with jurisdiction, including, but not limited to, the provisions of the Government Code and the applicable provisions of the Labor Code of the State of California.

## 8. REVERSION TO ACREAGE

If none of the Required Improvements have been made within the time required pursuant to this Agreement, subject to allowable extensions, the Town may initiate proceedings for reversion to acreage of the land which is the subject of this Agreement pursuant to Government Code Section 66499.16 and Subdivider shall bear all applicable costs.

## 9. IMPROVEMENT SECURITY

Concurrently with the execution of this agreement, the Subdivider shall furnish the Town:

- a. **Faithful Performance Security:** Pursuant to California Government Code section 66499.3(a) Subdivider shall, before the release of the Map by the Town for filing for record and as a condition precedent to the recordation of it, furnish to the Town and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, securing performance by Subdivider of all work shown on the Plans and completion within the agreed time. The security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the Director. The amount of cash, instrument of credit or bond shall be \$477,895.

- b. **Payment Security:** Subdivider shall furnish to the Town and file with the Town Clerk cash, an instrument of credit, or a bond as provided by the Subdivision Map Act, in a form approved by the Town Attorney, securing the obligations for payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials for the completion of the Required Improvements. The security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the Director. The amount of cash, instrument of credit or bond shall be \$477,895.
- c. **Guarantee and Warranty Security:** It is further agreed that a “guarantee and warranty security” in the amount of ten (10%) percent of the total estimated cost of the Required Improvements for a period of one (1) year following their completion and acceptance by the Town against any defective work or labor done, or defective materials furnished, by the Subdivider. This limitation on the security does not shorten any time during which the Town may act to enforce the Subdivider’s obligations under the terms of this agreement, nor shorten any time during which Town may bring an action in an appropriate court regarding the subject or performance of this agreement.
- d. **Monument Security:** It is further agreed that a “monument security” in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments in the Subdivision within the period of time specified in the Surveyor’s Statement on the approved Final Map. The amount of cash, instrument of credit or bond shall be \$26,000.
- e. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California.
- f. No change, alteration, or addition to the terms of this agreement or the Plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.
- g. The securities shall be irrevocable, shall not be limited as to time except as to the one (1) year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the Director and as provided in **Section 10-Release of Security**. All securities provided pursuant to this agreement shall expressly obligate the surety for any extension authorized by the Town for Subdivider’s completion of the Required Improvements, whether or not the surety is given notice of such an extension by the Town.

## 10. RELEASE OF SECURITY

- a. **Guarantee and Warranty Security:** Any unused portion of the guarantee and warranty security shall be released one (1) year after acceptance of the Required Improvements by the Town Council. The amount to be released shall first be reduced by the amount deemed necessary by the Town to correct any defects in the Required Improvements that are known or believed by the Town to exist at the end of the guarantee and warranty period.
- b. **Payment Security:** Security securing the payment to the contractor, his or her subcontractors, and to persons furnishing labor, materials or equipment shall, after acceptance of the work, be reduced to an amount equal to the total timely claimed by all claimants for whom claims of lien have been recorded and notice thereof given in writing to the legislative body and, if no such claims have been timely recorded, the security shall be released in full.
- c. **Faithful Performance Security:** The faithful performance security shall be released upon acceptance of the Required Improvements by the Town Council.

- d. **Monument Security:** The monument security may be released upon acceptance of the required monument installation by the Director.

#### 11. TOWN MAY REQUIRE ADDITIONAL SECURITY

If during the course of performance, the Town considers that the total estimated cost of the Required Improvements or work to be performed hereunder makes it necessary to have the Subdivider post additional security, the Town may require, at Subdivider's election, either an additional cash deposit, letter of credit or a surety bond guaranteeing performance. The condition of the security shall be that if the Subdivider fails to perform its obligation under this Agreement, the Town may, in the case of a cash bond or letter of credit, act for Subdivider using the proceeds, or in the case of a surety bond, require the sureties to perform the obligations of the Agreement.

#### 12. INDEMNIFICATION AND HOLD HARMLESS

Subdivider does expressly agree to protect, defend, indemnify and hold harmless (hereinafter, "hold harmless") the Town, its elected and appointed officials, employees and agents (hereinafter, the "Town"), from any and all loss or damage, and from any and all liability, including cost of defense, for any and all loss or damage, and from any and all suits, actions or claims filed or brought by any or all persons or person (hereinafter, "Claim") because of or resulting from the acts by Subdivider of any and all things required of Subdivider by this agreement, or because of or arising or resulting from the failure or omission by Subdivider to do any and all things necessary to and required by this agreement or by law, or arising or resulting from the negligent acts by Subdivider, Subdivider's agents, employees or subcontractors of any and all things required to be done by this agreement, or arising or resulting from any dangerous or defective condition arising or resulting from any of the above said acts or omissions of Subdivider, Subdivider's agents or employees. Subdivider shall not be required to hold harmless (as described above) the Town for Claims caused or arising out of the sole negligence or willful misconduct of the Town.

#### 13. INSURANCE

Subdivider shall furnish to the Town and file with the Town Clerk evidence of, and at all times during the performance of its obligations under this agreement maintain, the insurance described in **Exhibit A**.

#### 14. NO WAIVER BY TOWN

Inspecting of the work or materials, or approval of work or materials, or a statement by an official, agent, or employee of the Town indicating the work complies with this Agreement, or acceptance of all or any portion of the work or materials, or payments thereof, or any combination of all of these acts shall not relieve Subdivider of its obligation to fulfill this Agreement; nor is the Town by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.

#### 15. TIME EXTENSIONS

- a. If performance of this agreement actually should be delayed by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, subcontractor delays, labor shortages, material shortages or delays, Town delays, or for other reasons beyond the control of the Subdivider, the time for the construction of same may be extended by the Town Engineer for such period of time as is reasonable.
- b. Requests for extension of the commencement and/or completion date shall be in writing and delivered to the Town in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing.

- c. In the event the Town extends the time of commencement and/or completion of the Required Improvements, such extension shall be granted in writing by the Town to the Subdivider pursuant to this agreement, and/or without relieving or releasing those providing an improvement security pursuant to this agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.
- d. In granting any extension of time, the Town may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the incomplete Required Improvements, taking into account all Required Improvements that have been completed.

## 16. MAINTENANCE OF PUBLIC INFRASTRUCTURE

The Subdivider shall maintain all Required Improvements (streets, sidewalks, right-of-way, street light, storm drainage facility, sanitary sewer, etc.) in a safe and usable condition at all times during construction. Should any Required Improvements become unsafe, unusable or inoperable because of the Subdivider's activities, the Subdivider shall immediately cease all work on the Subdivision until the public infrastructure is made safe and usable, for which the Subdivider shall be solely responsible.

Subdivider shall repair or replace Required Improvements and monuments shown on the map and Improvement Plans which have been destroyed or damaged prior to final acceptance of the completed work and improvements by the Town Council.

## 17. WARRANTY OF WORK

Subdivider expressly warrants and guarantees all work performed and all materials used for a period of one year after completion and final acceptance by the Town Council. Subdivider shall maintain and perform or cause to be performed repairs, additions, or corrective work necessitated by Subdivider's omission or deficient performance for one year after acceptance. If the Subdivider fails to act promptly or in accordance with this agreement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then the Town may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay the Town the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by Town.

## 18. DEFAULT BY SUBDIVIDER

- a. Default of Subdivider shall include, but not be limited to:
  - (1) Subdivider's failure to timely commence construction of Required Improvements under this agreement;
  - (2) Subdivider's failure to complete construction of the Required Improvements within the time period provided by this Agreement or any extensions thereof;
  - (3) Subdivider's failure to timely cure any defect in the Required Improvements during the one (1) year guaranty and warranty period where such failure continues beyond thirty (30) days after written notice thereof from the Town, or if such failure is not susceptible to cure within such 30-day period, Subdivider has not commenced to cure within such 30-day period and does not thereafter continue to diligently proceed to cure;

(4) Subdivider's failure to perform substantial construction work for a period of 30 consecutive calendar days after commencement of the work, for reasons other than force majeure events;

(5) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;

(6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure by Subdivider's lender: or

(7) Subdivider's failure to perform any other obligation under this agreement within thirty (30) days after written notice thereof from the Town, or if such failure is not susceptible to cure within such 30-day period, Subdivider has not commenced to cure within such 30-day period and does not thereafter continue to diligently proceed to cure.

**b.** The Town reserves all remedies available to it at law or in equity for breach of Subdivider's obligations under this agreement.

**c.** The Town shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate Town's damages in the event of Subdivider's default.

(1) The Town may serve written notice of any default upon the surety on any surety bond furnished as improvement security hereunder, and request that the surety take over and complete the Required Improvements. If the surety, within 7 business days after service of such notice of default, does not give the Town written notice of its intention to perform this Agreement, or does not commence performance within 5 business days after notice to Town of its intention to perform, the Town may take over the work and prosecute the same to completion, by contract or by other method the Town deems advisable, for the account and at the expense of the Subdivider and its surety.

(2) Subdivider acknowledges that the estimated total costs and Required Improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Required Improvements and, consequently, Town's damages for Subdivider's default shall be measured by the cost of completing the Required Improvements. If the damages incurred by the Town in taking over and completing the Improvements exceed the principal amount of the Required Improvement security, then the Subdivider shall reimburse the Town in the amount of such excess damages.

(3) The Town may, without liability for doing so, take possession of, and utilize in completing the Required Improvements, such materials, appliances, plant and other property belonging to the Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to entry by the Town and its forces, including contractors, upon any real property in the subdivision owned by the Subdivider or any assignee of this Agreement, in the event the Town elects to maintain or complete the work on the Required Improvements following Subdivider's default.

(4) Subdivider acknowledges and agrees that, upon approval of the Map for the Subdivision, Town will confer substantial rights upon the Subdivider, including the right to sell, lease, or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, Town will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement.

(5) The Town's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

(6) If the Town sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Required Improvements, Subdivider agrees to pay all reasonable attorney fees and other costs and expenses of litigation incurred by the Town in connection therewith, even if Subdivider subsequently resumes and completes the work.

## 19. TIME OF ESSENCE

Time is of the essence in this Agreement.

## 20. ASSIGNMENT OF AGREEMENT

Neither this Agreement, nor any part of it, is assignable by Subdivider without the written consent of the Town, which shall not be unreasonably withheld or delayed.

## 21. HEIRS, SUCCESSORS, AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties.

## 22. SUBDIVIDER NOT AGENT OF THE TOWN

Neither Subdivider nor any of Subdivider's agents or contractors are or shall be considered to be agents of Town in connection with the performance of Subdivider's obligations under this Agreement.

## 23. NOTICES

Notices regarding this agreement shall be given as follows and shall be considered effective upon either personal delivery or five (5) days following deposit in the U.S. Mail:

To SUBDIVIDER: SUMMERHILL 50 LGSR LLC  
6101 Bollinger Canyon Road, Suite 425  
San Ramon, CA 94583

and

SummerHill 50 LGSR LLC  
777 California Avenue  
Palo Alto, CA 94304  
Attn: General Counsel

To TOWN: Parks and Public Works Department  
Town of Los Gatos  
41 Miles Avenue  
Los Gatos, California 95030

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

## 24. SEVERABILITY

If any term of this agreement is held invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in effect.

**25. ENTIRE AGREEMENT AND AMENDMENT**

This agreement constitutes the complete and exclusive statement of the agreement between the Town and Subdivider. No verbal agreement or conversation with any officer, agent, or employee of the Town, either before, during or after the execution of this agreement, shall affect or modify any of the terms or obligations contained in the agreement. There are no intended third party beneficiaries to this Agreement.

**26. PAYMENT OF OUTSTANDING FEES**

Prior to acceptance of Required Improvements for permanent maintenance by the Town, Subdivider shall pay all outstanding fees that are due in accordance with this agreement and the Town Code of the Town of Los Gatos.

**27. GOVERNING LAW**

This Agreement shall be interpreted under, and enforced by, the laws of the State of California. Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara.

**28. ACTIONS TO ENFORCE**

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees and costs, in addition to any other relief to which they may be entitled.

**29. REIMBURSEMENT OF ATTORNEYS FEES**

In the event of any third party claim or legal challenge to any action taken by the Town with regard to any procedure or aspect of this agreement, including approval or environmental review process, the Town may choose to defend the claim or action with the prior written approval of the Subdivider, the Subdivider, if it has consented to the defense of the claim or action, agrees to reimburse the Town for attorneys' fees, expert witness fees, and any other costs the Town may incur in connection with its retention of legal counsel, and for any award of court costs and fees against the Town.

**30. MORTGAGEE PROTECTION**

No breach of this agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against all or any portion of the Subdivision. Except where the Lender has received prior written notice of Subdivider's default hereunder and an opportunity to cure such default, in accordance with and pursuant to this Agreement, no lender taking title to all or any portion of the Subdivision through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Subdivider arising prior to acquisition of possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligation of Subdivider, which substitute shall be considered for approval by Town pursuant to this agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Town agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of the Solana project of which Town has been given notice (each, a "Lender") with written notice of any default relating to the Subdivider and/or the Solana project given by Town to Subdivider. Town agrees that, notwithstanding anything to the contrary contained in this Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

If a Lender or an affiliate of such Lender succeeds to the interest of Subdivider through foreclosure or deed in-lieu of foreclosure, then the time periods for performance of Subdivider's obligations set forth in this agreement (if any) shall be extended for a period of time reasonable under the circumstances to permit such Lender or such affiliate to perform Subdivider's obligations under this agreement.

Copies of notices of default sent to Subdivider shall also be sent to Lender at:

Wells Fargo Bank, National Association  
401 B Street, Suite 100  
San Diego, CA 92101  
Attn: John Wickenhiser  
Loan No.: 0000101863

Copies to:

Wells Fargo Bank, National Association  
600 South 4<sup>th</sup> Street, 10<sup>th</sup> Floor  
Minneapolis, MN 55415  
Attn: Agency CRE [creloanservicingoperations@wellsfargo.com](mailto:creloanservicingoperations@wellsfargo.com)  
Loan No.: 0000101863

and

Wells Fargo Bank, National Association  
10 S. Wacker Drive, 20<sup>th</sup> Floor  
Chicago, IL 60606  
Attn: Gloria Juarez  
Loan No.: 0000101863

DRAFT

**TOWN OF LOS GATOS**

DATE: \_\_\_\_\_

\_\_\_\_\_  
TOWN MANAGER

**ATTEST:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
CLERK ADMINISTRATOR

**APPROVED AS TO FORM:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
TOWN ATTORNEY

**RECOMMENDED BY:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF PARKS AND PUBLIC WORKS

DRAFT

**SUBDIVIDER**

SUMMERHILL 50 LGSR LLC,  
a California limited liability company

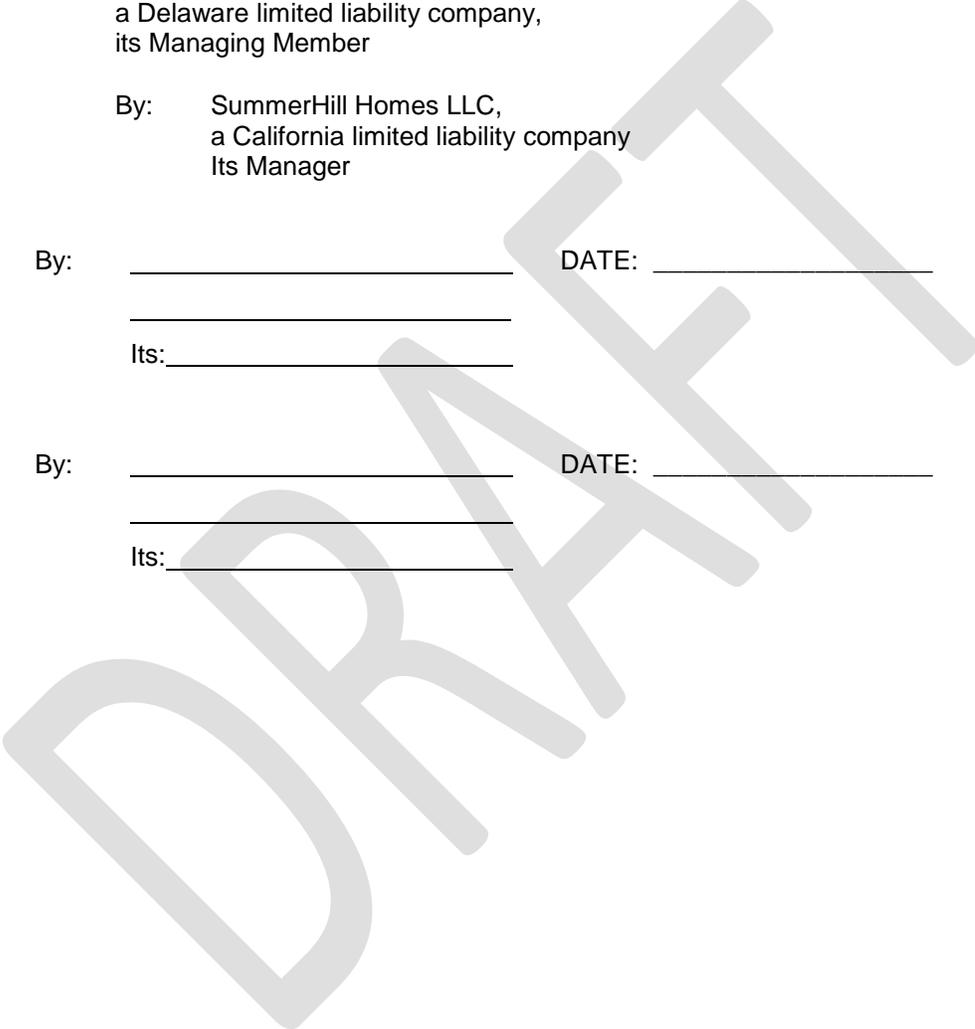
By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_



**FAITHFUL PERFORMANCE BOND****BOND NUMBER:  
PREMIUM:**

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL 50 LGSR LLC (herein designated as "Principal") have entered an agreement by which Principal agrees to install and complete certain designated public improvements, which agreement, dated [MONTH] [DAY], 20\_\_\_\_, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Subdivision Improvement Agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the Town, in the penal sum of **four hundred seventy seven thousand, eight hundred and ninety five (\$477,895)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Subdivision Improvement Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless Town, its officers, agents and employees, as therein stipulated, and this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that, upon Town's final approval of the work, ten percent (10%) of this bond shall remain in effect to guarantee the repair and/or replacement of defective materials and/or construction, one (1) year after Town's final acceptance of the work, unless Principal posts a separate warranty bond instead.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Town in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on [MONTH] [DAY], 20\_\_\_\_.

**PRINCIPAL:**

SUMMERHILL 50 LGSR LLC,  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

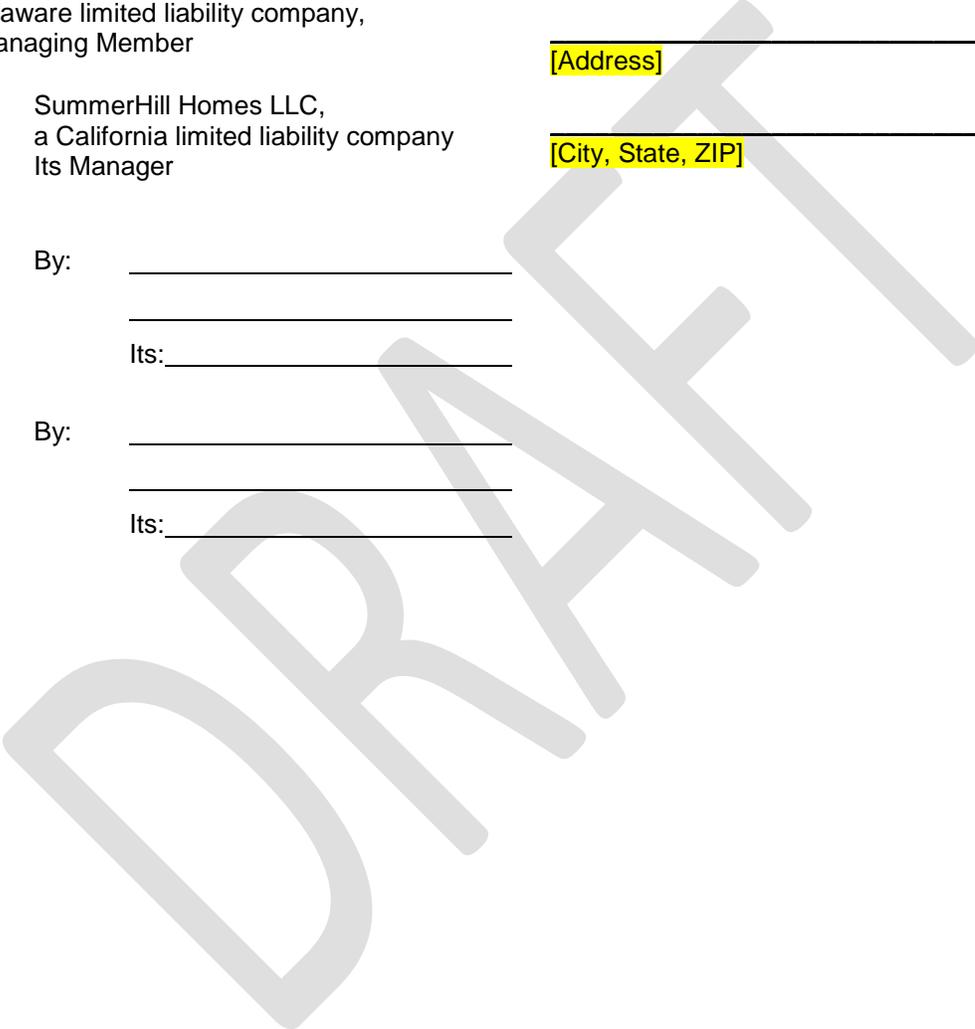
**SURETY:**

\_\_\_\_\_  
[PRINCIPAL]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, ZIP]



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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**LABOR AND MATERIALS BOND****BOND NUMBER:  
PREMIUM:**

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL 50 LGSR LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated [MONTH] [DAY], 20\_\_\_\_, and identified as the "Subdivision Improvement Agreement" is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Subdivision Improvement Agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the Town to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California;

NOW, THEREFORE, said Principal and the undersigned as Corporate Surety are held firmly bound unto the Town and all contractors, subcontractors, laborers, material suppliers and other persons employed in the performance of the Subdivision Improvement Agreement and referred to in the aforesaid Civil Code in the sum of **four hundred seventy seven thousand, eight hundred and ninety five (\$477,895)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the Town in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Subdivision Improvement Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on [MONTH] [DAY], 20\_\_\_\_.

**PRINCIPAL:**

**SURETY:**

SUMMERHILL 50 LGSR LLC,  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

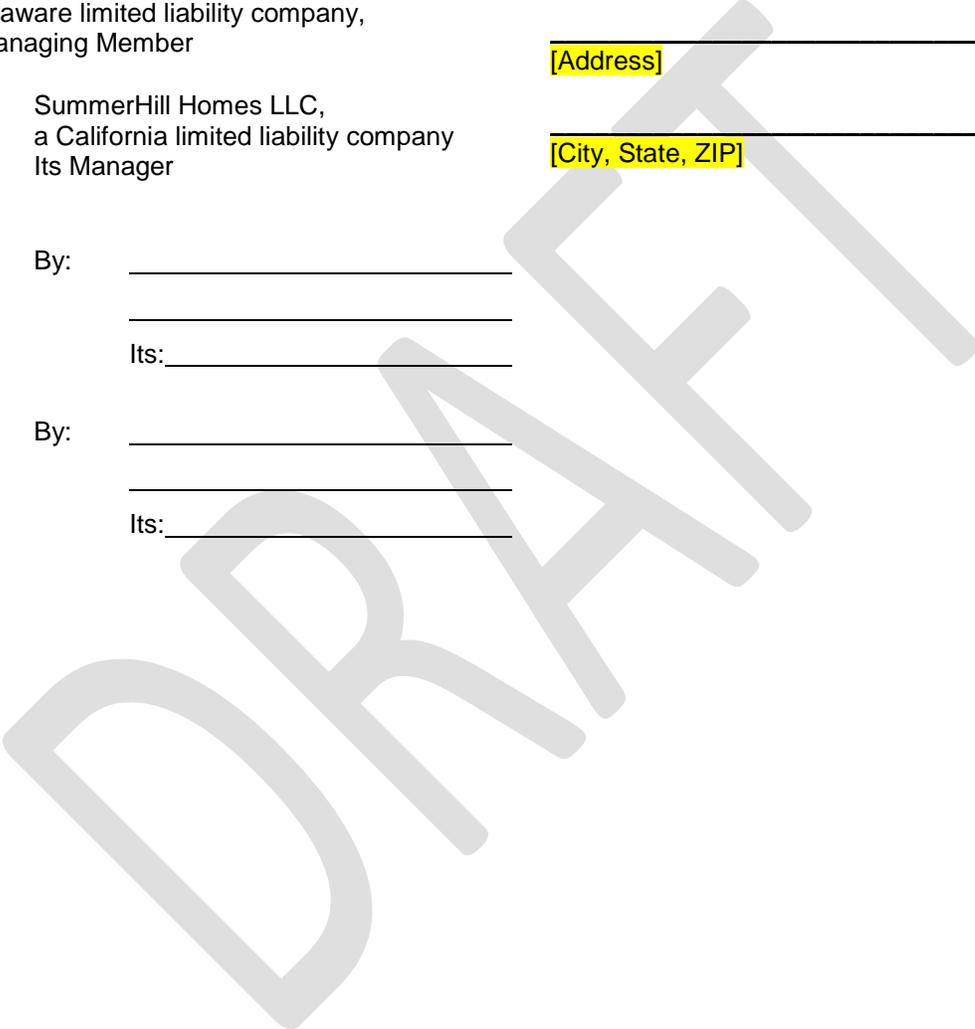
By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
[PRINCIPAL]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, ZIP]



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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**SUBDIVISION MONUMENTS BOND****BOND NUMBER:  
PREMIUM:**

WHEREAS, the Town of Los Gatos, State of California (hereinafter called "Town"), and SUMMERHILL 50 LGSR LLC (hereinafter designated as "Principal") have entered an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated [MONTH] [DAY], 20\_\_\_\_, and identified as the Subdivision Improvement Agreement, is hereby referred to and made a part hereof;

WHEREAS, said Principal is required, under the terms of said agreement, to furnish a subdivision monuments bond; and

WHEREAS, under the terms of said agreement, Principal has submitted for approval to the Town a final map, filed with the Town, with a certificate thereon by the engineer or surveyor responsible for survey for the final map stating that some or all of the monuments will be set in the positions indicated on the final map on or before specified later date; that pursuant to Sections 66495-66498 of the Subdivision Map Act, the Town requires that the subdivider furnish to the Town a bond in an amount equal to the estimated cost of setting such monuments not already set prior to recording of the final map, guaranteeing payment of the cost thereof;

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the Town in the amount of **twenty six thousand (\$26,000)** lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally.

The condition of this obligation is such that if the monuments are set on or before [MONTH] [DAY], 20\_\_\_\_, and the engineer or surveyor setting the final monuments shall have been paid, then this obligation shall become null and void. Otherwise it shall be and remain in full force and effect.

As part of this obligation secured hereby and in addition to the amount of deposit specified above, it is agreed that we shall pay the costs and reasonable expenses and fees, including reasonable attorney's fees, if any, incurred by the Town in successfully enforcing such obligation against us, all to be taxed as costs and included in any judgment rendered.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on [MONTH] [DAY], 20\_\_\_\_.

**PRINCIPAL:**

**SURETY:**

SUMMERHILL 50 LGSR LLC,  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

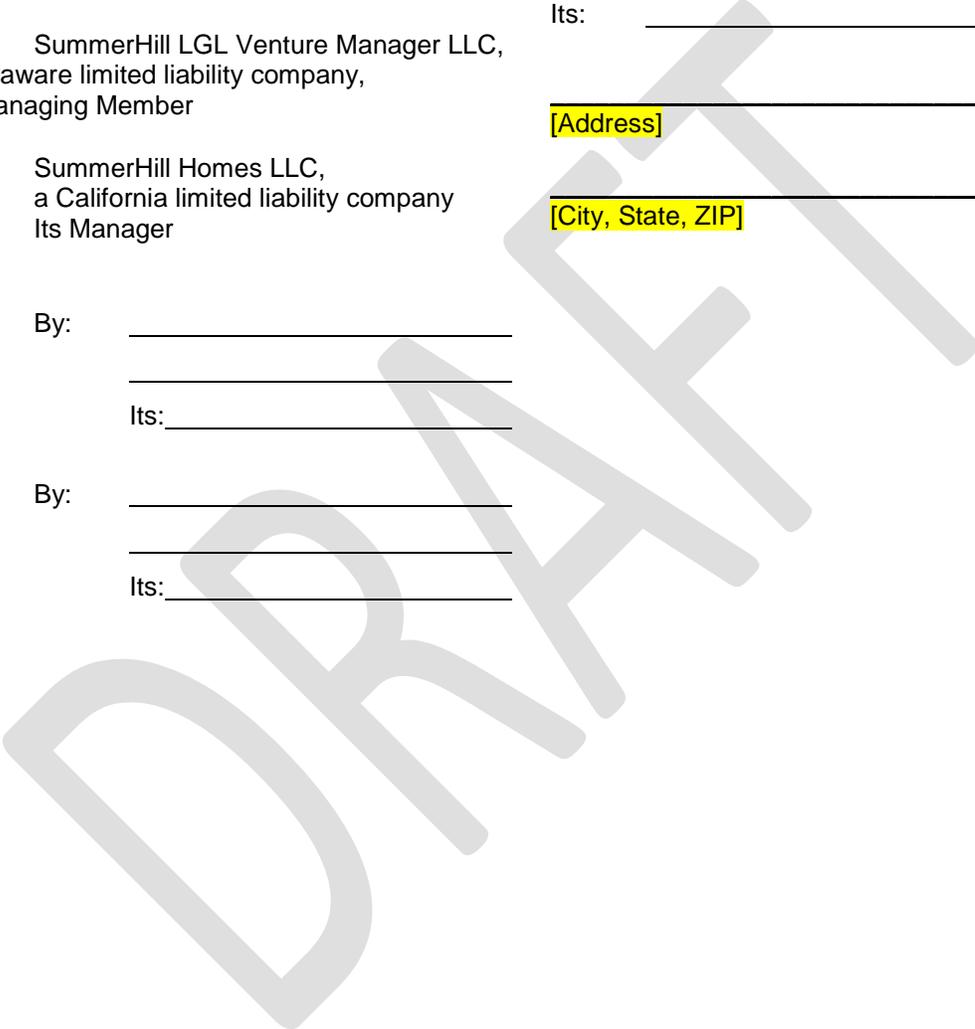
By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
[PRINCIPAL]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, ZIP]



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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**EXHIBIT A****INSURANCE REQUIREMENTS****A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Offices form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

**B. BEGINNING OF WORK**

Subdivider shall maintain limits no less than:

1. General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Comprehensive General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, official, employees and volunteers; or the Subdivider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**D. OTHER INSURANCE PROVISION**

The policies are to contain, or be endorsed to contain the following provision:

1. General Liability and Automobile Liability Coverages
  - a. The Town, its officers, official, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Subdivider, products and completed operation of the contracts, premises owned, occupied or used by the Subdivider, or automobiles owned, leased, hired or borrowed by the Subdivider. The coverage shall contain no special limitation on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.

- b. The Subdivider's insurance coverage shall be primary insurance as respects the Town, its officer, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Subdivider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provision of the policies shall not affect coverage provided to the Town, its officers, officials, employees, or volunteers.
- d. The Subdivider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees, or volunteers for losses arising from work performed by the Subdivider for the Town.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt required, has been given to the Town.

**E. ACCEPTABILITY OF INSURERS**

Insurance is to be place with insurers with a Best's rating of no less than **B+**.

**F. VERIFICATION OF COVERAGE**

Subdivider shall furnish the Town with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Town. Where, by statute, the Town's workers' compensation-related forms cannot be used, equivalent forms approved by the State Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

**G. SUBCONTRACTORS**

Subdivider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**RECORDED AT THE REQUEST OF AND  
WHEN RECORDED, RETURN TO:**

**Clerk of Town of Los Gatos  
Town of Los Gatos  
110 E. Main Street  
Los Gatos, CA 95030**

**Assessor's Parcel Nos. 529-24-003, -032 and -001**

Exempt from payment of fees pursuant to Government Code section 27383

**LANDSCAPE MAINTENANCE AGREEMENT**

**THIS LANDSCAPE MAINTENANCE AGREEMENT** (the "Agreement"), dated \_\_\_\_\_, 2026, is executed by the TOWN OF LOS GATOS, a municipal corporation (the "Town"), with an address of c/o Parks and Public Works Department, 41 Miles Avenue, Los Gatos, California 95030, and SUMMERHILL 50 LGSR LLC, a California limited liability company ("Developer") with reference to the following facts:

- A. Developer is the owner of real property identified as Lots 1-28 and Parcels A-I on the subdivision map entitled "Tract 10657" filed on \_\_\_\_\_, 2026, in Book \_\_ of Maps at Page \_\_ in the records of Santa Clara County, California (including any amendments, certificates of correction or lot-line adjustments thereto, the "Map"). Developer is constructing 155 townhomes commonly referred to as "Solana" (the "Development").
- B. The Landscape Improvements (as defined below) have been or will be constructed within the public rights of way ("ROW" or "ROWS") adjacent to Solana along Los Gatos-Saratoga Road. These Landscape Improvements are designated in the Site Plan attached as **Exhibit A**.
- C. Pursuant to the conditions of approval relevant to this Development, the Developer is to be responsible for maintaining the landscaping and irrigation within the ROW in the portions of Los Gatos-Saratoga Road abutting the Development. The purpose of this Agreement is to set forth the rights and obligations of Developer and the Town (and any transferees) with respect to the maintenance of said Landscape Improvements.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

ARTICLE 1  
Definitions

Unless the context indicates otherwise, the following terms shall have the following definitions:

- 1.1 1.1 Agreement. This Landscape Maintenance Agreement and any modifications thereto.
- 1.2 1.2 Development. The meaning given to such term in Recital A hereof.
- 1.3 1.3 Landscape Improvements. The landscaping and other improvements situated within the public ROW along Los Gatos-Saratoga Road adjacent to the Development and any utilities and

equipment, including irrigation systems, that provide irrigation to the landscaping therein, and any orchard trees, other trees, shrubs, foliage, groundcover and other landscaping. The Landscape Improvements do not include any areas of right of way maintained by the State of California or any utility lines and equipment, including signal monitoring devices, that provide utility service to any property outside the ROW.

1.4 1.4 Maintain, Maintained, Maintaining or Maintenance. Unless expressly stated otherwise, “maintain”, “maintained”, “maintaining” or “maintenance” as used in this Agreement includes inspection, cleaning, maintenance, repair, upgrades and/or replacement.

1.5 1.5 Map. The meaning given to such term in Recital A hereof.

1.6 1.6 Person. Any individual, corporation, partnership, limited liability company, trust or other legal entity.

1.7 1.7 Town. The Town of Los Gatos, California.

## ARTICLE 2 Grant of Easements

The ROW shown on **Exhibit A** is subject to a nonexclusive easement as the servient tenement in favor of the Development as the dominant tenement for access to install and maintain the Landscaping Improvements and utilities that provide utility service to the Landscape Improvements, including electricity and water. The easement is appurtenant to the dominant tenement and any conveyance of any portion of the dominant tenement, whether voluntary or involuntary, automatically conveys the easement appurtenant thereto regardless of whether the instrument of conveyance describes the easement, subject to the provisions of **Section 4.2**. The right to install utility fixtures and equipment includes the right to tie into and use existing fixtures and equipment that serve the dominant tenement as long as the local governmental agency(ies) approve of such use.

## ARTICLE 3 Maintenance, Repair and Insurance

3.1 3.1 Maintenance. The Developer shall maintain the Landscape Improvements in good condition and repair at all times, reasonable wear and tear excepted, subject to **Section 3.2** below. If the maintenance of the Landscape Improvements will materially interfere with or temporarily suspend the ability to use a ROW, the Developer shall give the Town as much prior notice as is reasonable under the circumstances and no fewer than fifteen (15) calendar days, except in the case of an emergency. The Developer shall use all reasonable efforts to complete the work as soon as possible and to minimize any interference in the use of the ROW. Developer’s maintenance and other obligations under this Agreement exclude those areas of right of way maintained by the State of California pursuant the unrecorded Freeway Maintenance Agreement dated February 24, 1958 between the State of California and the Town.

3.2 3.2 Utility Repair or Replacement. If the Developer must repair any Landscape Improvements located within a ROW, it shall provide notice to the Town as is reasonable under the circumstances and no less than fifteen (15) calendar days’ prior notice, except in the case of an emergency, describe the work that must be done, and the impact on the use of the ROW during the period in which the work is being performed. Except in an emergency situation in which immediate work must be performed to prevent injury to any Person or material damage to any property, no work shall commence until the following conditions are satisfied: (1) the work is performed by contractors duly licensed in the State of California; (2) the work is performed in compliance with all applicable laws and ordinances, including permits required; and (3) liability insurance with policy limits no less than \$500,000 is provided insuring the Developer and the Town against any liability arising out of the work. The work, once commenced, shall be diligently pursued until completion in order to minimize any interruption or interference with the use of the ROW.

On completion of the work, the Developer immediately shall repair the ROW to the condition it was in immediately preceding the work. The Developer shall defend, indemnify and hold the Town harmless against any claims, demands, liabilities, causes of action, judgments and costs, including reasonable attorneys' fees, resulting from the Developer's work.

3.3 Failure to Maintain. If the Developer fails to maintain the Landscape Improvements in good condition and repair, reasonable wear and tear excepted, the Town may notify the Developer of the need for maintenance, which notice shall contain an itemized description of the required maintenance (the "Repair Demand"). If the Developer fails to take appropriate action to commence the maintenance described in the Repair Demand within thirty (30) days of receipt of the Repair Demand, the Town may have the appropriate maintenance performed. The cost shall be allocated pursuant to **Section 3.8** and, if applicable, the Developer shall reimburse the Town for its share of the cost on receipt of written demand. If the Developer fails to tender the payment within thirty (30) days after the receipt of the written demand, the Town shall be entitled to recover the reasonable costs of collection, including reasonable attorneys' fees, a late charge not exceeding 10% of the delinquent payment, and interest on the delinquent payment at 10% per annum or the maximum rate authorized by law, whichever is greater, commencing thirty (30) days after the payment due date. The Town may bring an action in any court of competent jurisdiction to collect the amount due.

3.4 Emergency Repairs. Notwithstanding anything herein to the contrary, either party may make such emergency repairs as that party, in the exercise of its reasonable business judgment, considers necessary in order to render the Town Property or the Development safe for its intended use (the "Repairing Party). The Repairing Party immediately shall notify the the "Non-Repairing Party" in writing of the reason for the cost of the repairs, together with appropriate supporting documentation (such as invoices) evidencing the costs spent on the repairs (the "Repair Notice"). On receipt of the Repair Notice, the Non-Repairing Party shall reimburse the Repairing Party for the Non-Repairing Party's share of the cost, if applicable pursuant to **Section 3.8**. If, within thirty (30) days after the receipt of the written demand, the Non-Repairing Party fails to tender payment, the Repairing Party shall be entitled to recover the reasonable costs of collection, including reasonable attorneys' fees, a late charge not exceeding 10% of the delinquent payment, and interest on the delinquent payment at 10% per annum or the maximum rate authorized by law, whichever is greater, commencing thirty (30) days after the payment due date. The Repairing Party may bring an action in any court of competent jurisdiction to collect the amount due.

3.5 Insurance. Developer shall supply proof of General Liability (GL) insurance and Automobile Liability (AL) insurance from an insurance company licensed to do business in the state of California and having a financial rating in Best's Insurance Guide of not less than AA. Both the GL and AL insurance will provide "occurrence" coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with Developers installation and maintenance of the Landscape Improvements. Both the GL and AL insurance will be in the minimum amount of \$1,000,000.00 combined single limit, and will name the Town and the Town officers, employees, agents, and registered volunteers as additional insured under the coverage afforded. Such insurance will be primary and noncontributing with respect to any other insurance available to the Town and will include a severability of interest (cross-liability) clause.

Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

In addition to these policies, Developer shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Developer shall ensure that all subcontractors employed by Developer provide the required Workers' Compensation insurance for their respective employees.

A copy of the policy or a certificate of insurance along with an additional endorsement naming the Town as an Additional Insured must be filed in the Town Clerks Office . The Additional Insured Endorsement, effective for ongoing and completed operations, must be approved by the Town.

3.6 Indemnification. Developer hereby agrees to protect, defend, indemnify, and hold the Town free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Town arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Town) and without limitation by enumeration, all other claims or demands of every character, arising out of or in connection with, or alleged to arise out of or be connected with, the installation, design, Maintenance or condition of the Landscape Improvements, except for any claims, actions, losses, liabilities and costs proximately caused by the negligence or willful misconduct of the Town. Developer agrees to investigate, handle, respond to, provide defense for and defend with counsel acceptable to Town any such claims, demand, or suit at the sole expense of the Developer. Developer also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Developer or the Town or to enlarge in any way the Developer's liability, but is intended solely to provide for indemnification of Town from liability for damages or injuries to third persons or property arising from Developer's performance pursuant to this Agreement. If any judgment is rendered against Town for any injury, death, or damage relating to work performed or completed pursuant to this Agreement, Developer shall, at its own expense, satisfy and discharge any judgment. As used above, the term "Town" means the Town of Los Gatos, its officers, agents, employees, and volunteers.

3.7 Transfer of Responsibility. This Agreement shall serve as the signed statement by the Developer accepting responsibility for maintenance of the Landscape Improvements as set forth in this Agreement until the responsibility is legally transferred to another entity, including a developer, property owners association or similar entity. Prior to transferring maintenance responsibility of the Landscape Improvements to another developer or property owners association, the Developer shall provide written notice of the Agreement to the transferee and provide the Town a copy of such notice.

3.8 Maintenance Costs. The Developer shall be responsible for the costs to maintain the Landscape Improvements, provided that if the Town or any Person acting under the authority of a party damages any Landscape Improvement, the responsible party shall pay all costs to repair or replace the damaged Landscape Improvement.

#### ARTICLE 4 Miscellaneous

4.1 Term of Agreement. This Agreement shall be effective in perpetuity unless terminated by operation of law or agreement of the parties.

4.2 Transfer. This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of the parties. The Developer further agrees whenever any part of the Development is held, sold, conveyed or transferred, it shall be subject to this Agreement, which shall apply to, bind and be obligatory to all present and subsequent owners of the Development (or any portion thereof). Notwithstanding the foregoing, while individual owners of residential condominiums or lots upon which commercial, retail, office or other uses are constructed (that are located within the Development) benefit from the maintenance of the Landscape Improvements, they shall have none of the maintenance and amendment rights and obligations described in this Agreement, which rights and obligations shall remain with the Developer or its assigns as described in this **Section 4.2**.

Additionally, notwithstanding any provision of this Agreement to the contrary, if and when an owners association (an "Association") commences maintenance of the Landscape Improvements that are the Developer's responsibility to maintain as set forth herein, Developer shall automatically be released of all

of its obligations and responsibilities under this Agreement that accrue or arise after the date that the Association assumes such maintenance.

4.3 4.3 Notice. Each party covenants to provide the other party with a current address for purposes of receiving notices. Any notice or demand permitted or required herein shall be conclusively considered received by a party when personally delivered to the owner, or seventy-two (72) hours after the notice has been deposited in the United States mail, certified or a return receipt requested, postage-prepaid, and addressed to such address as that the party has provided the other party for purposes of receiving notice hereunder. If no address has been provided, notice shall be considered received ninety-six (96) hours after notice is posted in a conspicuous place on the party's property and a copy mailed to the last known address of the party.

The initial addresses for notice are as follows:

Developer:	SummerHill 50 LGSR LLC 6101 Bollinger Canyon Road, Suite 425 San Ramon, CA 94583 Attention: Kevin Ebrahimi
Town:	Town of Los Gatos  _____ _____ Attention: _____

Notwithstanding the prescribed method of delivery set forth above, actual receipt of written notice shall constitute notice given in accordance with this Agreement on the date received, unless receipt is deemed earlier in accordance with delivery made under one of the prescribed methods.

4.4 4.4 Mortgagee Protection. No breach of this Agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against all or any portion of the Development. Except where the Lender has received prior written notice of Developer's default hereunder and an opportunity to cure such default, in accordance with and pursuant to this Agreement, no lender taking title to all or any portion of the Development through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligations of Developer, which substitute shall be considered for approval by Town pursuant to this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Town agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of the Development of which Town has been given notice (each, a "Lender") with written notice of any default relating to Developer and/or the Development given by Town to Developer. Town agrees that, notwithstanding anything to the contrary contained in this Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

If a Lender or an affiliate of such Lender succeeds to the interest of Developer through foreclosure or deed in-lieu of foreclosure, then the time periods for performance of Developer's obligations set forth in this Agreement (if any) shall be extended for a period of time reasonable under the circumstances to permit such Lender or such affiliate to perform Developer's obligations under this agreement.

Copies of notices of default sent to Developer shall also be sent to Lender at:

Wells Fargo Bank, National Association  
401 B Street, Suite 100  
San Diego, CA 92101  
Attn: John Wickenhiser  
Loan No.: 0000101863

Copies to:

Wells Fargo Bank, National Association  
 600 South 4<sup>th</sup> Street, 10<sup>th</sup> Floor  
 Minneapolis, MN 55415  
 Attn: Agency CRE [creloanservicingoperations@wellsfargo.com](mailto:creloanservicingoperations@wellsfargo.com)  
 Loan No.: 0000101863

and

Wells Fargo Bank, National Association  
 10 S. Wacker Drive, 20<sup>th</sup> Floor  
 Chicago, IL 60606  
 Attn: Gloria Juarez  
 Loan No.: 0000101863

4.5 4.5 Attorneys' Fees. If any action is commenced regarding the rights or duties of the parties hereto, the prevailing party in such action shall be entitled to recover the costs of such action and reasonable attorneys' fees.

4.6 4.6 Recordation; Covenants Running with the Land and Equitable Servitudes. This Agreement shall be recorded in the records of Santa Clara County, California. The rights and duties described herein shall constitute covenants running with the land and equitable servitudes that benefit and bind the Development and the ROWs and each owner and successive owner thereto. Owners of any property bound by this Agreement shall be liable for any defaults under this Agreement only during the period the owner held an ownership interest in the property and shall not be liable for any defaults committed by any predecessor or successor owner unless assumed in writing.

4.7 4.7 Amendments. This Agreement may be amended from time to time by written agreement by the Developer and the Town.

4.8 4.8 Effective Date. This Agreement shall be effective as of the date this document is recorded in the records of Santa Clara County, California.

DEVELOPER:

**SUMMERHILL 50 LGSR LLC,**  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC,  
a Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company  
Its Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN:

**TOWN OF LOS GATOS,**  
a municipal corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

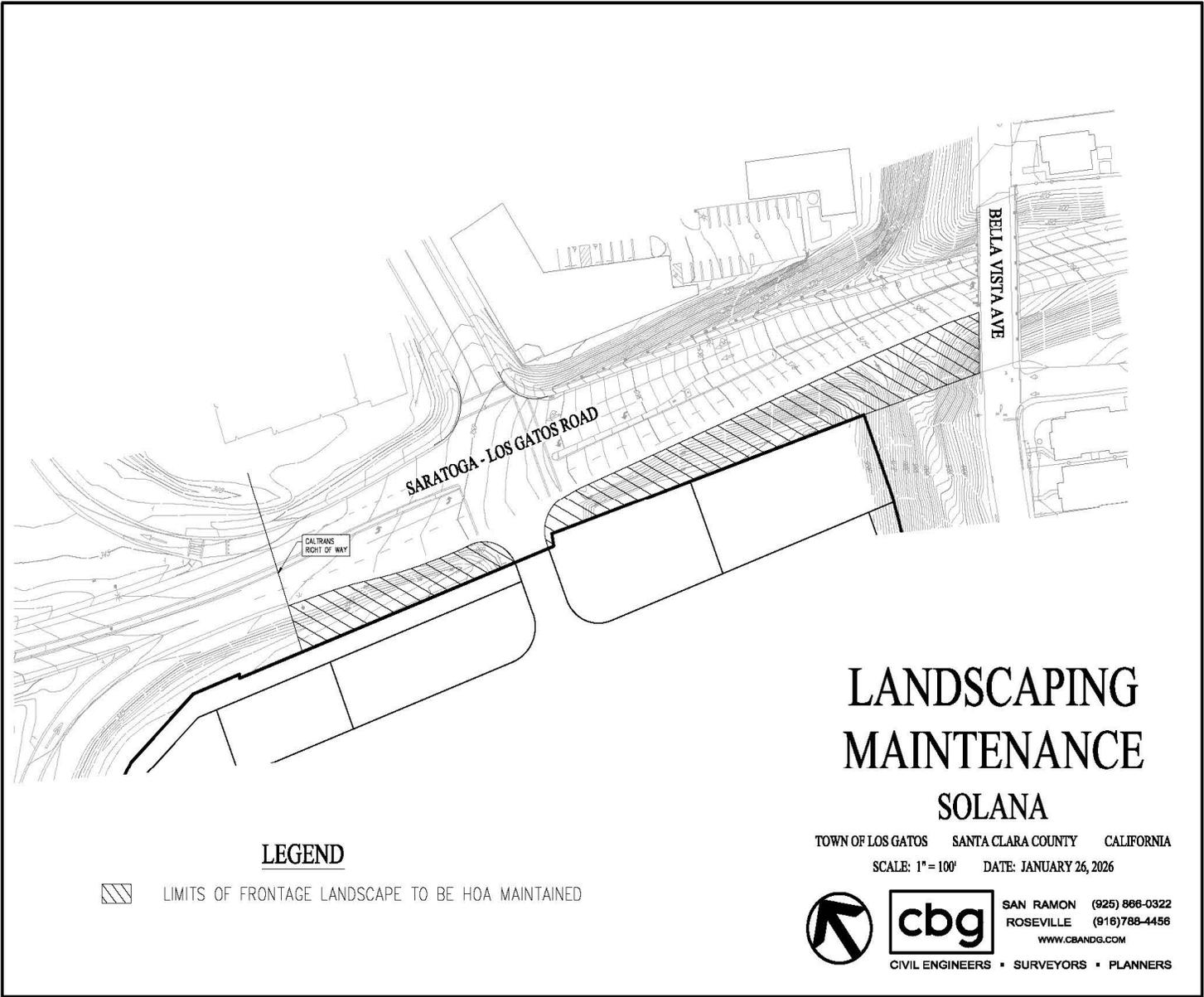
On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

EXHIBIT A – Site Plan



**LEGEND**

 LIMITS OF FRONTAGE LANDSCAPE TO BE HOA MAINTAINED

**LANDSCAPING  
MAINTENANCE  
SOLANA**

TOWN OF LOS GATOS SANTA CLARA COUNTY CALIFORNIA

SCALE: 1" = 100' DATE: JANUARY 26, 2026



SAN RAMON (925) 866-0322  
ROSEVILLE (916) 788-4456  
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

H:\3812-000\ACAD\EXHIBITS\XB-141 - LANDSCAPING MAINTENANCE.DWG

**SUBORDINATION**

The undersigned, the beneficiary under the Construction Deed of Trust recorded on October 15, 2025, as Document No. 25884752 in the records of Santa Clara County, California, executed by SummerHill 50 LGSR LLC, a California limited liability company, as Trustor (the "Deed of Trust"), hereby subordinates the Deed of Trust to the foregoing Landscape Maintenance Agreement ("Agreement") so that for all purposes the Agreement shall be deemed executed and recorded prior to the execution and recordation of the Deed of Trust.

This Subordination is made without affecting the liability of Trustor for payment of the indebtedness secured by the Deed of Trust.

**BENEFICIARY:**

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**RECORDING REQUESTED BY:**  
**Town of Los Gatos**

**WHEN RECORDED MAIL TO:**  
**Clerk Administrator**  
**Town of Los Gatos**  
**110 E. Main Street**  
**Los Gatos, CA 95030**

*Record without fee pursuant to  
Government Code Section 6103*

**STORMWATER TREATMENT AND DETENTION MEASURES  
MAINTENANCE AGREEMENT AT  
SOLANA**

This Stormwater Treatment Measures Maintenance Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Town of Los Gatos, a municipal corporation (“Town”) and SummerHill 50 LGSR LLC, a California limited liability company (the “Property Owner”).

**RECITALS**

**WHEREAS**, on May 11, 2022, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2022-0018, CAS612008, reissuing the San Francisco Bay Municipal Regional Stormwater National Pollutant Discharge Elimination System (NPDES) Permit for the municipalities and countywide Clean Water Programs in Alameda County, Contra Costa County, San Mateo County, Santa Clara County, the cities of Fairfield and Suisun City, and the City of Vallejo and the Vallejo Sanitation and Flood Control District; and

**WHEREAS**, the Town of Los Gatos is member agency of the Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPP), an association of 13 south bay cities, the Santa Clara Valley Water District, and Santa Clara County; and

**WHEREAS**, Provision C.3.h. of this NPDES permit, and as it may be amended or reissued, requires the Town to provide minimum verification and access assurances that all stormwater treatment and detention measures shall be adequately operated and maintained by persons and entities responsible for the stormwater treatment measures; and

**WHEREAS**, Property Owner is the owner of real property commonly known as the “Solana” development, located within the Town (the “Property”), and more particularly described in the attached **Exhibit A**, upon which stormwater treatment measures are located or to be constructed, as shown in the attached **Exhibit B**; and

**WHEREAS**, the Town is the permittee public agency with jurisdiction over the Property.

**WHEREAS**, the Property Owner, its administrators, co-owners, executors, successors, heirs, assigns or any other persons, including any homeowners association (hereinafter collectively referred to as “Property Owner”) recognizes that the stormwater treatment and detention measure(s) more particularly described and shown on **Exhibit B**, of which the approved full-scale plans and any approved amendments thereto are on file with the Engineering Division of the Parks & Public Works Department of the Town of Los Gatos, must be installed and maintained as indicated in this Agreement and as required by the NPDES permit;

**WHEREAS**, as a Conditions of Approval of for Architecture and Site Application No. S-23-042 and a Conditions of Approval for Vesting Tentative Map Application No. M-23-009 approved by the Town Council on March 4, 2025, for the development of the Property, the Town of Los Gatos requires that the Property Owner enter into an agreement for the maintenance of the Storm Water Treatment Facility for the Property;

**WHEREAS**, the Town and the Property Owner agree that the health, safety and welfare of the citizens of the Town require that the stormwater treatment and detention measure(s) detailed in the approved Site Plan shall be constructed and maintained on the Property; and

**WHEREAS**, the Town’s Stormwater Management Ordinance, guidelines, criteria and other written directions require that the stormwater treatment and detention measure(s), as shown on the approved Site Plan, be constructed and maintained by the Property Owner.

**NOW, THEREFORE**, in consideration of the benefit received by the Property Owner as a result of the Town’s approval of the Application Nos. S-23-042 and M-23-009, the Property Owner hereby covenants and agrees as follows:

### **SECTION 1: CONSTRUCTION OF TREATMENT MEASURES**

The on-site stormwater treatment measure(s) and offsite BR-7 shown on the approved Site Plan is a private facility and shall be constructed or cause to be constructed by the Property Owner in strict accordance with the approved plans and specifications identified for the Property and any other requirements thereto that have been approved by the Town in conformance with appropriate Town ordinances, guidelines, criteria and other written direction.

### **SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY**

This Agreement shall serve as the signed statement by the Property Owner accepting responsibility for operation and maintenance of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another entity. Prior to transferring title for all or any part of the Property, Property Owner shall provide to the Town at least one of the following:

- A. A signed statement from the entity assuming post-construction responsibility for treatment measure maintenance and that the treatment measures meet all local agency design standards; or

- B. Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for operation and maintenance (“O&M”) consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or
- C. Written text in Property conditions, covenants and restrictions (CC&Rs) for residential properties assigning O&M responsibilities to the homeowners association for O&M of the treatment measures; or
- D. Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

### **SECTION 3: MAINTENANCE OF TREATMENT MEASURES**

The Property Owner shall not destroy or remove the stormwater treatment measures from the Property or modify or otherwise allow the stormwater treatment system to exist in any manner that lessens its effectiveness and shall, at its sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to the Town (which acceptance shall not be unreasonably withheld, conditioned or delayed) and in accordance with the Maintenance Plan submitted by the Property Owner and approved by the Town Engineer or his or her designee and in accordance with all federal, state or local laws and regulations, attached hereto as **Exhibit C** and incorporated herein by this reference. This includes all pipes, channels or other conveyances built to convey stormwater to the treatment measure(s), as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described facilities in good working condition so that these facilities continue to operate as originally designed and approved. The maintenance plan shall include a detailed description of and schedule for long-term maintenance activities.

In the event the stormwater treatment measures are destroyed, damaged, removed or modified in a manner that lessens their effectiveness, the Property Owner, at its sole expense, shall restore them such that they perform as intended.

### **SECTION 4: SEDIMENT MANAGEMENT**

Sediment accumulation resulting from the normal operation of the stormwater treatment measure(s) will be managed appropriately by the Property Owner. The Property Owner will provide for the removal and disposal of accumulated sediments. Disposal of accumulated sediments shall not occur on the Property, unless provided for in the maintenance plan. Any disposal or removal of accumulated sediments or debris shall be in compliance with all federal, state and local law and regulations.

### **SECTION 5: ANNUAL INSPECTION AND REPORT**

The Property Owner shall, on an annual basis, complete the Treatment Measure Operation and Maintenance Inspection Report (Annual Report), attached to this Agreement as **Exhibit D**. The Annual Report shall include all completed Inspection and Maintenance Checklists, in the form attached to this Agreement as **Exhibit D** for the reporting period and shall be submitted to the Town in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this Agreement. The Annual Report shall be submitted no later than December 31 of each year, under penalty of perjury, to:

Town of Los Gatos – Engineering Division, Public Works Department  
 41 Miles Avenue, Los Gatos, CA 95030  
 Attn: Stormwater Reporting

or another member of the Town staff as directed by the Town. The Property Owner shall conduct a minimum of two (2) inspections of the stormwater treatment measure(s) annually, and provide reports once in the Fall by October 1<sup>st</sup>, in preparation for the wet season, and once in the Winter by March 15th. This inspection shall occur between August 1<sup>st</sup> and October 1st each year. More frequent inspections may be required by the Maintenance Plan at **Exhibit C**. The results of inspections shall be recorded on the Inspection and Maintenance Checklist(s) attached as **Exhibit D**.

The Property Owner shall retain each annual report at a location on the Property for a period of at least three years from the date generated, or as directed by Regional Water Board. The Town may request Property Owner to provide copies of any or all annual reports prepared during the previous three years in order to verify that inspection and maintenance of the applicable stormwater treatment measures have been conducted pursuant to this Agreement. Property Owner shall comply with any such request within ten (10) working days.

#### **SECTION 6: NECESSARY CHANGES AND MODIFICATIONS**

At its sole expense, the Property Owner shall make changes or modifications to the stormwater treatment measure(s) and/or the long-term Maintenance Plan, **Exhibit C**, as may be determined as reasonably necessary by the Town to ensure that treatment measures are properly maintained and continue to operate as originally designed and approved.

Property Owner is required to obtain written approval from the Town prior to performing any structural alterations or modifications to the stormwater treatment measure(s) and/or the long-term Maintenance Plan. The Property Owner shall obtain all necessary permits as required by the Town Municipal Code and Ordinance. Upon the Town's approval, any necessary modifications to this Agreement shall be made in the form of an amendment, which shall be signed by all parties and recorded.

#### **SECTION 7: ACCESS TO THE PROPERTY**

The Property Owner hereby grants permission to the Town; the San Francisco Bay Regional Water Quality Control Board (Regional Board); the Santa Clara County Department of Environmental Health, Vector Control District; and their authorized agents and employees to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess or observe the stormwater treatment measure(s) in order to ensure that treatment measures are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property when it has a reasonable basis to believe that a violation of this Agreement, the Town's stormwater management ordinance, guidelines, criteria, other written direction, or the Santa Clara Countywide Clean Water Program's NPDES municipal stormwater permit (Regional Board Order R2-2022-0018, and any amendments or re-issuances of this permit) is occurring, has occurred or threatens to occur. The above listed agencies also have a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the ordinance guideline, criteria or other written direction. Whenever

possible, the Town, Regional Board, or the Vector Control District shall provide reasonable notice to the Property Owner before entering the Property.

**SECTION 8: FAILURE TO MAINTAIN TREATMENT MEASURES**

In the event the Property Owner fails to accomplish the necessary maintenance of the stormwater treatment measure(s), as shown on the approved Site Plan or comparable document, in good working order acceptable to the Town and in accordance with the Maintenance Plan incorporated in this Agreement, within ten (10) days of written notice by the Town, the Town and its authorized agents and employees may enter the Property and take whatever steps it deems necessary and appropriate to return the treatment measure(s) to good working order, in addition to all other rights and remedies available in law and in equity. Any costs incurred by Town shall be the sole responsibility of the Property Owner. Prior notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the treatment measure(s) and in no event shall this Agreement be construed to impose any such obligation on the Town.

**SECTION 9: REIMBURSEMENT OF TOWN EXPENDITURES**

In the event the Town, pursuant to this Agreement, performs work of any nature (direct or indirect), including any reinspections, repairs or any actions it deems necessary or appropriate to return the treatment measure(s) in good working order as indicated in Section 8, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the Town, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for the costs incurred by the Town hereunder. If these costs are not paid within the prescribed time period, the Town may assess the Property Owner the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against the Property, or prorated against the beneficial users of the Property or may be placed on the property tax bill and collected as ordinary taxes by the Town. The actions described in this section are in addition to and not in lieu of any and all legal remedies as provided by law, available to the Town as a result of the Property Owner’s failure to maintain the treatment measure(s). This shall include, but is not limited to, required Municipal Regional Permit (MRP) annual inspections, or any other inspections as required by the Town’s Municipal Regional Permit. Inspection fees shall be paid pursuant to the Town’s Fee Schedule as applicable.

**SECTION 10: INDEMNIFICATION**

The Property Owner shall indemnify, hold harmless and defend the Town and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed or which might arise or be asserted against the Town that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the treatment measure(s) by the Property Owner or the Town. In the event a claim is asserted against the Town, its authorized agents, officers, officials or employees, the Town shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town, its authorized agents, officers, officials or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith. This section shall not apply to any claims, demands, suits, damages,

liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed which arise due solely to the negligence or willful misconduct of the Town and/or its authorized agents, officers, officials and employees.

#### **SECTION 11: NO ADDITIONAL LIABILITY**

It is the intent of this Agreement to insure the proper maintenance of the treatment measure(s) by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by storm water runoff.

#### **SECTION 12: PERFORMANCE FINANCIAL ASSURANCE**

If the Property Owner fails to maintain the stormwater treatment measure(s) after written notice and opportunity to cure, the Town may request the Property Owner to provide a performance bond, security or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to the Town's ordinances, guidelines, criteria or written direction.

#### **SECTION 13: TRANSFER OF PROPERTY**

This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of Property Owner. The Property Owner further agrees whenever the Property is held, sold, conveyed or otherwise transferred, it shall be subject to this Agreement, which shall be assigned to, apply to, bind and be obligatory to all present and subsequent owners of the Property. Notwithstanding any provisions of this Agreement to the contrary, once an owners association (the "Association") commences operation and maintenance of the Stormwater Treatment Measures that are the Association's responsibility to maintain as set forth in an applicable Declaration of Restrictions, SummerHill 50 LGSR LLC shall automatically be released of its obligations and responsibilities under this Agreement that accrue or arise after the date the Association commences such operation and maintenance.

#### **SECTION 14: SEVERABILITY**

The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Property Owner is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

#### **SECTION 15: RECORDATION**

This Agreement shall be recorded by the Property Owner, or by the Town by mutual agreement, within five (5) business days, or such time as agreed upon by both parties, after the execution date of this Agreement as stated above among the deed records of the County Recorder's Office of the County of Santa Clara, California at the Property Owner's expense. A copy of the recorded Agreement shall be provided to the Town as required by the Conditions of Approval of the Project.

#### **SECTION 16: RELEASE OF AGREEMENT**

In the event the Town determines that the stormwater treatment measures located on the

Property are no longer required, then the Town, at the request of the Property Owner, shall execute a release of this Inspection and Maintenance Agreement, which the Property Owner, or the Town by mutual agreement, shall record in the County Recorder’s Office at the Property Owner’s expense. The stormwater treatment measure(s) shall not be removed from the Property unless such a release is so executed and recorded.

**SECTION 17: EFFECTIVE DATE AND MODIFICATION**

This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the Town and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

**SECTION 18: MISCELLANEOUS**

a. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.

b. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney’s fees, expert’s fees and costs, and litigation expenses and other costs which shall become part of the lien against the Property.

c. If Property Owner consists of more than one party, each person, entity, or other party described as the “Property Owner” in this Agreement and/or executing this Agreement for the Property Owner shall be jointly and severally liable for each and every obligation and requirement imposed on Property Owner herein.

d. Nothing in this Agreement or anything provided herein shall in any way defeat, invalidate or impair the obligation secured by or the security of any deed of trust now or hereafter encumbering the Property or any part thereof, and any lender who forecloses or otherwise acquires title to the Property or any part thereof shall only be obligated for matters under this Agreement which first arise after the time any such lender acquired title.

**SECTION 19: NOTICE**

Any notice required to be given hereunder shall be deemed to have been provided by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO TOWN: Town of Los Gatos  
Engineering Division, Public Works Department  
110 E. Main Street  
Los Gatos, CA 95030  
Attn: Stormwater Reporting

TO PROPERTY OWNER: SummerHill 50 LGSR LLC  
6101 Bollinger Canyon Road  
San Ramon, CA 94583  
Attn.: SVP of Development

with a copy to

SummerHill 50 LGSR LLC  
777 California Ave.  
Palo Alto, CA 94304  
Attn.: General Counsel

Change of address is official only after providing written notice thereof to the other party. Notice(s) shall be deemed effective upon receipt or seventy-two (72) hours after deposit in the U.S. mail, whichever is earlier.

[SIGNATURES ON FOLLOWING PAGE]

In Witness Whereof, the Parties have executed this Agreement as of the date first written below.

**PROPERTY OWNER**

**SUMMERHILL 50 LGSR LLC,  
a California limited liability company**

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager LLC, a  
Delaware limited liability company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TOWN OF LOS GATOS**

**RECOMMENDED BY:**

\_\_\_\_\_  
TOWN MANAGER

**DATE:** \_\_\_\_\_

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

State of California )  
\_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

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

State of California )  
County of \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION OF SOLANA --- TO BE UPDATED**

**Exhibit B**

**STORM WATER TREATMENT MEASURES LOCATIONS --- TO BE UPDATED**

**Exhibit C**

**OPERATIONS MAINTENANCE PLAN --- TO BE UPDATED**

**Exhibit D**

**ANNUAL REPORT FORM FOR TREATMENT MEASURE OPERATION  
AND MAINTENANCE INSPECTION CHECKLISTS**

**Treatment Measure Operation and Maintenance Inspection Report to the Town of Los  
Gatos, Santa Clara County, California**

This report and attached inspection checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the Town and the property owner during the annual reporting period indicated below.

**I. Property Information:**

Property Address or APN:

Property Owner:

**II. Contact Information:**

Name of person to contact regarding this report:

Phone number of contact person:

Email:

Address to which correspondence regarding this report should be directed:

**III. Reporting Period:**

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from January 1, 20-- to December 15, 20--.

**IV. Treatment Measure Information:**

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property

**V. Sediment Management**

The sediment was removed and disposed of as follows: \_\_\_\_\_

**VI. Inspector Information:**

The inspections documented in the attached inspection checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

**VII. Statement of Treatment Measure Condition**

Based on the inspections documented in the attached checklists, is(are) the treatment measure(s) identified in this report present, functional and being maintained as required by the Maintenance Plan? (Check yes or no.)

\_\_\_ YES \_\_\_ NO

**If "NO", describe problem, proposed solution and schedule of correction:**

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**VIII. Certification:**

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

\_\_\_\_\_  
Signature of Property Owner or Other Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Company Name

---

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

*Attachments to the  
Treatment Measure Operation  
and Maintenance Inspection Report:  
Completed Inspection Checklists*

**Recording Requested by:**  
TOWN OF LOS GATOS

**WHEN RECORDED MAIL TO:**

CLERK ADMINISTRATOR  
TOWN OF LOS GATOS  
110 E MAIN ST  
LOS GATOS, CA 95030

(SPACE ABOVE BAR FOR RECORDER'S USE)

(RECORD WITHOUT FEE UNDER GOVERNMENT CODE SECTIONS 27383 and 6103)

**MULTI USE PATHWAY MAINTENANCE AGREEMENT**

**Solana**

**Los Gatos, CA**

**APN: 529-24-003, 529-24-032 and 529-24-001**

DRAFT

**THIS MULTI USE PATHWAY MAINTENANCE AGREEMENT** (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between SummerHill 50 LGSR LLC, a California limited liability company (“Property Owner”), and the Town of Los Gatos, a municipal corporation (“Town”), with an address of c/o Parks and Public Works Department, 41 Miles Avenue, Los Gatos, California 95030, with reference to the following facts:

- A. Property Owner owns that certain real property located in the Town of Los Gatos, Santa Clara County, California, more particularly described in **Exhibit A** attached hereto and incorporated herein and commonly known as “Solana.”
- B. Property Owner sought approval under Resolution No. \_\_\_\_\_ for the development of 155 residential condominiums, 129 market-rate for sale residential condominiums, and 26 affordable for sale residential condominiums (the “Project”).
- C. As a condition of Project approval, the Town has required Property Owner to construct certain improvements, namely the landscaping, irrigation, street furniture (such as benches), and multi-use path, within that portion of the Project described in **Exhibit B** attached hereto and incorporated herein (the “Pathway Improvements”), which Pathway Improvements have been approved by the Town for the benefit of this Project as well as other property owners in accordance with Condition 58e and the Tentative Map approval dated January 29, 2025.
- D. Pursuant to Condition 58e and the Tentative Map, Property Owner will be installing Pathway Improvements for the benefit of the occupants of the Project and for the benefit of the public.

NOW, THEREFORE, Property Owner enters into this Agreement with the Town. The Property Owner, its successors and assigns, shall have the right and obligation to maintain the private improvements being constructed pursuant to the Tentative Map and Condition 58e in the Project, limited to the landscaping, irrigation, street furniture (such as benches), and multi-use path, depicted on Exhibit B attached hereto and referred to as the Pathway Improvements.

The Property Owner shall be solely responsible for maintaining the Pathway Improvements in a good and safe manner as the Town determines, provided that if the Town or any person acting under the authority of a party damages any Pathway Improvement, the responsible party shall pay all costs to repair or replace the damaged Pathway Improvement to the same or better condition as before the damage occurred. Property Owner shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, volunteers, employees and attorneys from any and all claims, actions, losses, liabilities and costs (including reasonably incurred attorney’s fees) arising out of or connected with, or alleged to arise out of or be connected with, the installation, design or condition of the Pathway Improvements, except for any claims, actions, losses, liabilities and costs proximately caused by the negligence or willful misconduct of the Town, its officers, officials, agents, volunteers, employees or attorneys. This provision is intended to be the dispositive of all rights of indemnity and contribution between the parties regarding the installation, design or condition of the Pathway Improvements, and Property Owner waives and releases any and all rights to indemnity or contribution from the Town, in law or equity, arising out of or connected with any and all claims, actions, losses, liabilities and costs (including reasonably incurred attorney’s fees) to the extent Property Owner is obligated under this paragraph to provide indemnity or defense to the Town, its officers, officials, volunteers, employees or attorneys.

The Property Owner agrees to maintain general liability insurance with a limit of at least \$1,000,000 for damages arising from the installation, design or condition of the Pathway Improvements.

All persons who may have or may acquire an interest in Solana shall be deemed to have notice of, and be bound by, the terms of the Agreement. Notwithstanding the foregoing, individual homebuyers and individual owners of lots or units upon which commercial, retail, office or other uses are constructed shall have none of the maintenance rights and obligations described in this Agreement. Instead, the Property Owner may assign all or any portion of its rights and/or delegate all or any portion of its duties under this Agreement to an owners association (the "Association") without thereby causing a breach or default hereunder. Once this Agreement has been assigned to an Association, the assignor Property Owner automatically shall be released of its obligations and responsibilities that have been assigned hereunder and that accrue or arise after the date of assignment. All Property Owners shall be liable under this Agreement only for defaults committed during the period the Property Owner held title to all or any portion of the Solana project and shall not be liable for any defaults committed by any predecessor or successor Property Owner. If there are multiple Property Owners at any given point in time, each Property Owner shall be jointly and severally liable for the duties contained herein.

No breach of this Agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against all or any portion of the Solana project. No lender taking title to all or any portion of the Solana project through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of a Property Owner that arise prior to acquisition or possession of such property by such lender. The foreclosing lender shall have the right to find a substitute developer to assume the obligations of SummerHill 50 LGSR LLC or its successors and assigns, which substitute shall be considered for approval by Town pursuant to this Agreement, which approval shall not be unreasonably withheld, conditioned or delayed. Town agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of the Solana project of which Town has been given notice (each, a "Lender") with written notice of any default relating to the Property Owner and/or the Solana project given by Town to Property Owner. Town agrees that, notwithstanding anything to the contrary contained in this Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

[SIGNATURES ON FOLLOWING PAGE]

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PROPERTY OWNER:

**SUMMERHILL 50 LGSR LLC,**  
a California limited liability company

By: SummerHill LGL Venture LLC,  
a Delaware limited liability company,  
its Sole Member

By: SummerHill LGL Venture Manager  
LLC, a Delaware limited liability  
company,  
its Managing Member

By: SummerHill Homes LLC,  
a California limited liability  
company  
Its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

TOWN:

**Town of Los Gatos,**  
a municipal Corporation

By: \_\_\_\_\_  
Chris Constantin  
Its: Town Manager

(Attach Notary Acknowledgment For All Parties)

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

State of California )  
County of )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

State of California )  
County of )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**  
**to the**  
**Multi Use Pathway Maintenance Agreement**

**LEGAL DESCRIPTION OF SOLANA PROJECT**

The following described property in the Town of Los Gatos, County of Santa Clara, State of California:

**Tract One:**

**Parcel One:**

**Beginning at a 2" X 3" stake standing on the Northwesterly line of Bella Vista Avenue, at the most Easterly corner of that 18.36 acre tract deeded to Salvatore DI Fiore and Maria DI Fiore, his wife, by deed dated June 14, 1922 and recorded in Book 552 of Deeds, Page 530, in the Office of the County Recorder of Santa Clara County, California, from which stake the most Easterly corner of the Bartlett subdivision, as said subdivision is shown in Book "N" of Maps, Page 7, in the Office of the County Recorder of Santa Clara County, California, bears S. 63° 25' E. 332.42 feet; Running thence along the Northeasterly line of the aforementioned 18.36 acre tract N. 63° 25' W. 100 feet to a stake marked "G"; thence on a line parallel with the Northwesterly line of Bella Vista Avenue, S. 33° 30' W. 125 feet to a stake marked "H", thence S. 63° 25' E. 100 feet to a stake standing on the Northwesterly line of Bella Vista Avenue; thence along the Northwesterly line of Bella Vista Avenue, N. 33° 30' E. 125 feet to the Place of Beginning, and being a portion of RANCHO RINCONADA DE LOS GATOS.**

**Parcel Two:**

**Beginning at the most Westerly corner of that certain parcel of land conveyed to the State of California by deed recorded March 17, 1955 in Book 3117 of Official Records, Page 135, Santa Clara County Records; thence along the Southwesterly line of said parcel of land conveyed to the State of California and along the Southwesterly line of that certain parcel of land conveyed to State of California by deed recorded May 21, 1956 in Book 3500 of Official Records, Page 577, Santa Clara County Records, the following courses and distances: South 78° 04' 25" East 53.83 feet and South 80° 36' East 173.48 feet to the true Point of Beginning; thence continuing along the said parcel conveyed to the State of California secondly above referred to, South 76° 00' 20" East 60.65 feet; thence leaving said line South 22° 25' 07" West 137.84 feet to a point on the Southwesterly line of the lands now or formerly of Milton K. Lepetich; thence along said last named line North 63° 38' West 60.14 feet; thence North 22° 25' 07" East 124.81 feet to the true Point of Beginning and being a portion of the RANCHO RINCONADA DE LOS GATOS.**

**Parcel Three:**

**Beginning at the most Westerly corner of that certain parcel of land conveyed to the State of California by deed recorded March 17, 1955 in Book 3117 of Official Records, Page 135, Santa Clara County Records; thence along the Southwesterly line of said parcel of land to the State of California and along the Southwesterly line of that certain parcel of land conveyed to the State of California by deed recorded May 21, 1956 in Book 3500 of Official Records, Page 577, Santa Clara County Records, the following courses and distances: South 78° 04' 25" East 53.83 feet and**

South 80° 36' East 173.48 feet; thence leaving said Southwesterly line South 22° 25'07" West 124.81 feet to a point on the Southwesterly line of the lands now or formerly of Milton K. Lepetich; thence along said last named line North 63° 38' West 234.13 feet to the most Westerly corner of said lands of Lepetich; thence along the Northwesterly line of said lands, North 33° 24'30" East 60.94 feet to the Point of Beginning, and being a portion of the RANCHO RINCONADA DE LOS GATOS.

EXCEPTING FROM Parcels Two and Three above all that portion thereof conveyed to the town Of Los Gatos by deed recorded July 27, 1962 in Book 5662 of Official Records, Page 584, executed by Joseph Moucressey, and being more particularly described as follows:

Beginning at the most Westerly corner of that certain parcel of land conveyed by Milton K. Lepetich and Sophie Lepetich, husband and wife, as to the State of California, by deed recorded March 17, 1955, in Book 3117 of Official Records, Page 135, Santa Clara County Records; thence along the Southwesterly line of said parcel of land conveyed to the State of California and along the Southwesterly line of that certain parcel of land conveyed by Milton K. Lepetich and Sophie Lepetich, husband and wife, to the State of California by deed recorded May 21, 1956 in Book 3500 of Official Records, Page 577, Santa Clara County Records, the following courses and distances: South 78° 04' 25" East 53.83 feet; thence South 80° 36' East 173.48 feet; thence South 76° 00' 20" East 60.65 feet; thence leaving said Southwesterly line, South 22° 25' 07" West 10.00 feet; thence North 77° 45' 26" West 286.93 feet; thence North 33° 24' 30" East 3.00 feet to the Point of Beginning.

**Parcel Four:**

Beginning at the point of intersection of the Northwesterly line of Bella Vista Avenue, with the Northeasterly line of that certain parcel of land described in the deed to Ignazio Prestigiacom, et ux, recorded December 1, 1958 in Book 4244 of Official Records, Page 730; thence along the Northeasterly and Northwesterly lines of said Prestigiacom parcel of land, the following courses and distances, to wit: N. 57° 27' 18" W. 84.30 feet and S. 37° 59' 10" W. 73.81 feet to a point on the Southwesterly line of that certain 18.36 acre parcel of land described in the deed to Salvatore DI Fioro, et ux, dated June 14, 1922 and recorded in Book 552 of Deeds, Page 530; thence along said Southwesterly line N. 57° 23' 10" W. 942 feet, more or less, to the point of intersection thereof with the Southerly line of that certain parcel of land condemned to the State of California and described in that certain final order of condemnation, a certified copy of which was filed for record in the Office of the Recorder, County of Santa Clara, State of California on March 8, 1955 in Book 3108 of Official Records, Page 322; thence along said Southerly line the following courses and distances, to wit: N. 89° 14' 29" E. 45.20 feet, N. 85° 17' 24" E. 66.60 feet, N. 87° 07' 42" E. 88.75 feet, N. 61° 15' 46" E. 206.87 feet, N. 78° 26' 24" E. 76.12 feet, and S. 77° 40' 36" E. 43.11 feet to a point at the most Westerly corner of that certain parcel of land conveyed to State of California by deed recorded March 17, 1955 in Book 3117 of Official Records, Page 135, said point being the northernmost corner of that certain parcel of land described as Parcel Two in that certain deed of trust executed by Joseph Moucressey, et ux, as trustor, to city title insurance company, as trustee, recorded March 16, 1959 in Book 4353 of Official Records, Page 488; thence along the Northwesterly line of said Parcel Two, S. 33° 24' 30" W. 60.94 feet to the point of intersection thereof with the Northwesterly line of that certain 18.36 acre parcel of land hereinabove referred to; thence along said Northeasterly line, S. 64° 09' 03" E. 577.23 feet to the point of intersection thereof with the Northwesterly line of that certain parcel of land described in the deed to Margaret M. Anderson, recorded March 4, 1924 in Book 74 of Official Records, Page 234; thence along the Northwesterly and Southwesterly

lines of said anderson parcel of Land, S. 33° 07' 22" W. 125 feet and S. 63° 09' 04" E. 100 feet to a point on the said Northwesterly line of Bella Vista Avenue; thence along said last named line, S. 33° 07' 22" W. 148.37 feet and S. 14° 29' 52" W. 45.87 feet to the Point of Beginning and being a portion of the RANCHO RINCONADA DE LOS GATOS.

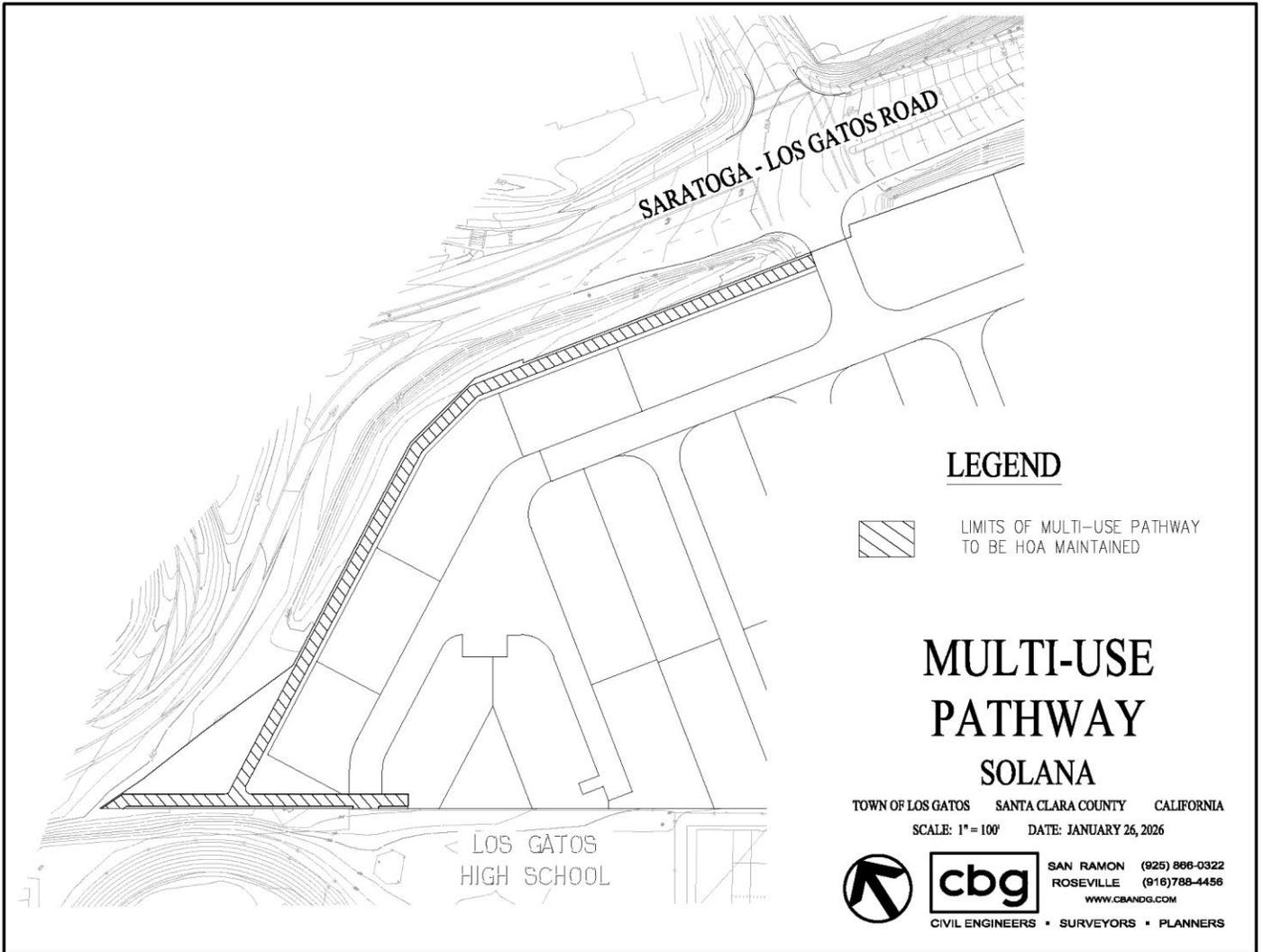
**Tract Two:**

Beginning at the intersection of the Northwesterly line of Bella Vista Avenue, 50.00 feet in width, with the Southwesterly line of that certain parcel of land described in the deed from H.O. Davis, et ux, to Milton K. Lepetich and Tom Lepetich, dated April 28, 1923, recorded in the Office of the Recorder of the County of Santa Clara, State of California on April 30, 1924 in Book 20 of Official Records, at Page 507; thence from said Point of Beginning and along the Southwesterly line of said land deeded to Milton K. Lepetich and Tom Lepetich, N. 63° 38' W. 370.00 feet, more or less, to the Southeasterly corner of Parcel One, as described in the deed from Milton K. Lepetich, et ux, to Joseph Moucressey, et ux, dated November 04, 1957, recorded November 05, 1957 in Book 3930 of Official Records, at Page 572, Santa Clara County Records; thence along the Southeasterly line of said Parcel One; N. 22°25' 07" E. 137.84 feet to the Northeasterly corner thereof, on the Southwesterly line of that certain 1.796 acre parcel of land, as described in the deed from Milton K. Lepetich, et ux, to the State of California, dated April 05, 1956 and recorded May 21, 1956 in Book 3500 of Official Records, at Page 577, Santa Clara County Records; thence along the Southwesterly line of said 1.796 acre parcel of land, S. 75° 36' 16" E. 300.34 feet and S. 70° 28' 01" E. 73.56 feet to the Southeasterly corner thereof, on the Northwesterly line of said Bella Vista avenue, also being a point on a Southeasterly line of said land deeded to Milton K. Lepetich and Tom Lepetich, first above referred to; thence along the general Southeasterly boundary line of said land deeded to Milton K. and Tom Lepetich, the two following courses and distances; S. 33° 25' W. 115.93 feet to a 2 X 3 inch post marked 4; thence S. 63° 38' E. 22.49 feet to the intersection of said general Southeasterly boundary line, with the Northwesterly line of said general Southeasterly boundary line, with the Northwesterly line of said Bella Vista avenue; thence Southerly and Southwesterly along the Northwesterly line of Bella Vista Avenue, to the Point of Beginning.

**EXHIBIT B**  
**to the**  
**Multi Use Pathway Maintenance Agreement**

**DESCRIPTION OF THE PATHWAY IMPROVEMENTS**

Those certain Pathway Improvements located within the public access easement (PAE) lying within Parcel G of Tract Map 10657 filed on \_\_\_\_\_, 2026 at \_\_\_\_\_, in Book \_\_\_\_\_ of Maps at Pages \_\_\_\_\_ through \_\_\_\_\_, Santa Clara County Records.





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/03/2026

ITEM NO. 4.

ITEM NO: 4

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DATE: February 23, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Approve the 2026 Diversity, Equity, and Inclusion (DEI) Commission Work Plan**

RECOMMENDATION: Approve the 2026 Diversity, Equity, and Inclusion (DEI) Commission work plan.

FISCAL IMPACT:

No fiscal impact is associated with this item.

STRATEGIC PRIORITY:

This item pertains to the following Strategic Priority: Ensure all residents and visitors feel a sense of belonging in Los Gatos, maintaining and enhancing the Town as a welcoming, family-oriented, safe, and inclusive community (Goal: Civic Engagement). It also pertains to the Core Goal of Good Governance.

BACKGROUND:

In order to provide Town Commissions/Committees/Boards (Commissions) clarity from the Town Council regarding their work, staff recommends the Town Council review and approve each Commission's work plan for the year. This will ensure Council support, efficient use of Commissioners' time, and sufficient staff resources for the Commission's projects in 2026.

Certain Commissions are exempt from this process due to their specific functions. The exempt Commissions have items presented to them for consideration rather than the Commissions creating their own work plans. These exempt Commissions include the Planning Commission, General Plan Committee, Historic Preservation Committee, and Personnel Board.

PREPARED BY: Holly Young  
Senior Management Analyst

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Administrative Services Director

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PAGE 2 OF 3

SUBJECT: DEI Commission Work Plan

DATE: March 3, 2026

DISCUSSION:

In coordination with other Town Departments, staff reviewed the Town DEI Plan (Attachment 1), taking workload, time commitment, and alignment with Council priorities into consideration in order to determine a reasonable list of items that could be accomplished by the Commission in the coming year with existing resources.

In past years, the Commission has expressed a need to have broader discussions on general topics from the Town DEI Plan before it can determine specific work plan item(s) that may address the broader topic. This is addressed by including these discussion topics in a separate section of the work plan under the heading "Items for discussion only (no staff time allocated)."

The DEI Commission discussed the recommended work plan at its regular meetings on January 15 and February 19, 2026. The Commission recommended adding the following work plan items:

- Discuss participation in the Youth Commission Multicultural Event on April 11 (related to DEI Plan Goal B, Item 2.b.)
- Commission to conduct outreach to the community in the categories of education/schools, religious groups, businesses, and non-profits/service organizations regarding opportunities for collaboration (related to DEI Plan Goal C, Item 1.a.i.).  
(Discussion Only)

With those changes, the Commission moved unanimously to recommend the work plan in Attachment 2 for Council approval.

Staff is amenable to the two changes requested by the DEI Commission.

The 2026 work plan does not preclude the Commission from discussing other topics within its purview. The Commission may discuss items not on the Work Plan, but staff time will not be available for those items.

CONCLUSION:

Staff recommends the Council approve the 2026 work plan as recommended by the Town's Diversity, Equity, and Inclusion (DEI) Commission in Attachment 2. The addition of more items to this work plan would impact staff capacity and is not recommended for the 2026 calendar year.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

PAGE 3 OF 3

SUBJECT: DEI Commission Work Plan

DATE: March 3, 2026

ITEM NO. 4.

Attachments:

1. Town DEI Plan
2. DEI Commission Recommended 2026 Work Plan



# Town of Los Gatos Diversity, Equity, and Inclusion (DEI) Plan



## 1. PURPOSE

This Diversity, Equity, and Inclusion (DEI) Plan is intended to be an actionable plan for the Town of Los Gatos to become a more inclusive place where all community members feel welcome and a sense of belonging. It is a living and evolving document.

## 2. GOALS AND ACTION ITEMS

Some of the goals and action items listed below are attributed to either the Los Gatos 2040 General Plan or the American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions document. Those items without specific attribution came from input received from either Town Boards/Commissions/Committees, Town staff, or the broader community. Please see Section 3 below for more details on how this feedback was obtained.

All of the goals and action items listed below are dependent on authorization, direction, and prioritization from the Town Council.

### A. **GOAL: Oversight. Create a process for oversight of the Town's DEI Plan.** ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions](#))

#### 1. Short Term Action Items

- a. In partnership with other Commissions, DEI Commission to review the community grants rubric for the community grant distribution process through an equity lens. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 6](#))
- b. DEI Commission to create an annual review process and evaluation of the DEI Work Plan action items. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 6](#))
  - i. Create standing discussion item for the DEI Commission to review progress on the DEI Plan.
  - ii. Submit annual progress update to the Council.

#### 2. Long Term Action Items

- a. DEI Commission to recommend additional action items to the Town Council to make visible the equity issues that matter to the larger community. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 6](#))
  - i. Utilize DEI Commission meetings to obtain community feedback, discuss and identify potential equity action items to inform the on-going JEDI Plan Implementation, and listen to other community ideas.

**3. Ongoing Action Items**

- a. Town staff/Commissions/Council to examine all proposed policies and ordinances in the context of promoting, facilitating, and improving equity, diversity, and inclusion in Los Gatos.

**B. GOAL: Safety. Create a robust and safe process for equity-focused, community-based programming. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions](#))**

**1. Short Term Action Items**

- a. Town staff/DEI Commission to review the Town's four events (Spring into Green, 4th of July Symphony in the Park, Screen on the Green, and Winter Celebration) with an equity lens. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 7](#))
- i. Consider potential modifications to existing Town events.
  - ii. Consider adding a statement in the Town's Special Event Permit application indicating that the Town encourages events to consider our community's diversity and to support equity and inclusion.
- b. Town staff/DEI Commission to evaluate heritage/holiday celebrations and recognitions in the Holiday and Recognition Work Plan. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 7](#))

**2. Medium Term Action Items**

- a. Town staff/DEI Commission/Community Partners to create public forums and garner feedback from the community on the types of equity programming they would like to see offered in the Town, including but not limited to: community members; business owners; faith leaders; community-based organizations; and youth. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 7](#))
- b. Town staff/DEI Commission/Community Partners to work with other Boards, Commissions, and Committees to curate safe and engaging learning, dialogue and advocacy spaces for all community members. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 8](#))
- c. Town staff/Commissions to explore opportunities for public art/murals that celebrate underrepresented groups.
- d. Town staff to explore the possibility of film festivals/benefit events at the Los Gatos Theatre.
- e. Town staff/Commissions to explore options for bringing diversity and incorporating equity into Town parks, open space, and the community garden.
- i. Consider a Park Stewardship Program to develop meaningful relationships between different groups (example: seniors) and each park.

**3. Long Term Action Items**

- a. Town staff/DEI Commission/Community Partners to develop a community learning opportunity focused on historical inequities and the history of the

Town of Los Gatos. Focused on but not limited to: Indigenous communities; redlining practices; and other items as identified through community partners. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 8](#))

- b. Town staff to develop diversity, sensitivity, and awareness training courses and curriculum for residents, business owners, and local organizations to take part in. Training could include, but is not limited to, an informational column in the weekly newsletter and/or links to recommended online materials, lectures, and community engagement events. ([Los Gatos 2040 General Plan, p. 2-9](#))

#### 4. **Ongoing Action Items**

- a. Town staff in the Police Department to continue to offer a Community Police Academy, or similar program, to educate community members on law enforcement policies, practices, and problem solving, as well as promoting the opportunity for one-on-one interaction with Department members in a relaxed environment. ([Los Gatos 2040 General Plan, p. 2-8](#))
- b. Town staff/Arts and Culture Commission/DEI Commission to explore ways to potentially incorporate DEI into new art projects as they arise.
- c. Town staff/Complete Streets and Transportation Commission to continue to look for ways to improve transportation accessibility, bicycle/pedestrian access, ADA access on sidewalks, and public transportation options.
- d. Town staff/Library Board/DEI Commission to make suggestions for the Library's DEI reading list(s) and share those lists with local schools.
- e. Town staff to continue to enhance awareness of DEI through expanded Library programming for both adults and children.
- f. Town staff to continue to increase technology offerings at the Library to help low-income community members who do not have access to WiFi and/or other devices.

### C. **GOAL: Collaboration. Leverage community resources to ensure equity efforts are collaborative and inclusive.** ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions](#))

#### 1. **Short Term Action Items**

- a. Town staff/DEI Commission/Community Partners to foster collaboration between community groups and other partners engaging in equity work in order to offer joint activities. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 8](#))
  - i. Meet with community partners to determine how they would like to manifest equity learning in the community. Focused on, but not limited to, the following local groups: local businesses; community-based organizations; nonprofits; education partners; faith-based partners; Town Departments; and other Town Commissions.
  - ii. Focus on collaborative projects that promote healing.

- iii. Evaluate Town spaces available for joint activities and projects and consider how those spaces can be best used to promote equity and belonging.

## 2. **Medium Term Action Items**

- a. Town staff/School Districts/Youth to identify needs for both community-based and school-based programming. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 9](#))
  - i. As requested by local schools, share resources that support the schools' equity work.
  - ii. Intentionally connect school districts to community groups for joint projects, centered in art and expression.
  - iii. Host a joint session with community partners and school leaders regarding equity dialogues and in support of their joint planning efforts.
  - iv. Explore the possibility of the Town hosting or partnering on a DEI assembly or event with local schools.
- b. Town staff/Chamber of Commerce/other community organizations to organize an annual career and job fair with local employers to highlight local employment and employment training opportunities for Los Gatos residents. ([Los Gatos 2040 General Plan, p. 2-8](#))
- c. Town staff to research the viability of increasing support for the acceptance of food vouchers at local food retailers and farmers' markets. ([Los Gatos 2040 General Plan, p. 2-9](#))

## 3. **Ongoing Action Items**

- a. Town staff to continue to work with the Los Gatos Saratoga Union High School District and Los Gatos Union School District on the Positive Community Norms effort.
- b. Town staff to explore opportunities for collaborating with other municipalities on DEI work.

## D. **GOAL: Communication. Develop a communications campaign that highlights the Town's equity work.** ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions](#))

### 1. **Short Term Action Items**

- a. Town staff/DEI Commission/Community Partners to create a yearly communications campaign centered around equity education and promotion of community events. Include in this process: visible signage/banners, local art, and art displays. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 9](#))

### 2. **Medium Term Action Items**

- a. Town staff/DEI Commission/Community Partners to create a new Town tagline, in concert with the mission statement that involves the spirit of 'belonging', as

a north star for ongoing work. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 10](#))

- i. Engage the community in the development of this work.
  - ii. Garner input from Commissions, businesses and community-based organizations.
  - iii. Present to Council for approval.
- b. Town staff/DEI Commission/Community Partners to engage the business community as a partner in promoting the benefits of the DEI Plan and the positive attributes of the Town of Los Gatos. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 10](#))
- i. Develop a local business pledge about belonging and unwillingness to tolerate discrimination.
  - ii. Create a plan for outreach and support for minority-owned businesses.
  - iii. Engage the business community in supporting the development of more affordable housing as a path to support their businesses.
- c. Town staff to develop clear and inclusive outreach materials to increase and advance racial, social, and environmental justice initiatives. ([Los Gatos 2040 General Plan, p. 2-8](#))
- d. Town staff/DEI Commission to reexamine Welcome Packets sent to new Los Gatos residents for opportunities to make them more inclusive.

### 3. Long Term Action Items

- a. Town staff to develop mechanisms to communicate and engage members of the community who are not typically active in civic issues to foster relationships with the Town and the Police Department. This can be accomplished by leveraging technology and by focusing resources on non-enforcement interaction with the community. ([Los Gatos 2040 General Plan, p. 2-9](#))

### 4. Ongoing Action Items

- a. Town staff to develop clear and inclusive outreach materials, expand media campaigns, and implement other strategies to engage the public in the Town's processes. ([Los Gatos 2040 General Plan, p. 2-10](#))
- b. Town staff to communicate actively on social media and in other forums to reinforce messages of inclusion, belonging, and welcoming.

## E. **GOAL: Housing. Educate the community about affordable housing to ensure that the Town meets its Housing Element goals.** ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions](#))

### 1. Long Term Action Items

- a. Town staff to dispel the misconceptions surrounding affordable housing by providing:
  - i. Developer tours to completed affordable housing build outs.

- ii. Education about affordable housing residents and the services they receive. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 11](#))
- b. Town staff to investigate ways to attract affordable housing developers to the Town of Los Gatos. ([American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions, p. 11](#))
  - i. Review the work of other jurisdictions and what policy changes they have made to incentivize the building of affordable housing.
  - ii. Publicize opportunities to build affordable housing with developers.
  - iii. Educate the community about what affordable housing brings to the Town in order to leverage and develop community support for these projects.
- c. Town staff to create a program to ensure that all rental multifamily housing is inspected on a three to five-year cycle to ensure compliance with all building, housing, and other codes for safe and sanitary housing. ([Los Gatos 2040 General Plan, p. 2-10](#))

## 2. **Ongoing Action Items**

- a. The 2040 General Plan was adopted with its Racial, Social, and Environmental Justice Element on June 30, 2022. The Implementation Programs from that Element are included in this DEI Plan.
- b. The Housing Element with modifications was adopted by the Town Council on January 30, 2023. The Town is continuing to address the detailed comments from the State, engaging with the community in that process. Once certified by the State, the Town will need to implement the Housing Element programs.

## F. **GOAL: Increase equity in internal Town operations, service delivery, and customer interactions.**

### 1. **Short Term Action Items**

- a. Town staff to enhance the Town's Tree Lighting event with other inclusive activities to transition it to an Annual Winter Celebration.
- b. Town staff to create a defined set of criteria that measures and prioritizes equitable distribution of Capital Improvement (CI) Projects Town-wide. ([Los Gatos 2040 General Plan, p. 2-9](#))

### 2. **Medium Term Action Items**

- a. Town staff to develop and facilitate a community-based budgeting process to provide the public an opportunity to identify funding priorities annually. This program could feature in-person and online engagement opportunities. ([Los Gatos 2040 General Plan, p. 2-8](#))
- b. Town staff to determine effective recruitment strategies to attract diverse candidates to Town employment opportunities. Work with educational institutions and other entities to promote local government job opportunities

with middle school, high school, technical school, and college students. ([Los Gatos 2040 General Plan, p. 2-8](#))

- c. To remove any administrative barriers to increase access to healthy foods, Town staff to conduct an internal audit of and make necessary changes to Town regulations, including but not limited to the Zoning Ordinance. ([Los Gatos 2040 General Plan, p. 2-9](#))
- d. Town staff to increase opportunities for DEI conversations among Town staff and Departments with guest speakers/brown bag lunches.
- e. Town staff to explore the possibility for team-building exercises for staff.

### 3. Long Term Action Items

- a. Town staff to develop a study to measure tree canopy distribution throughout the Town and encourage the use of native plants when increasing green space. ([Los Gatos 2040 General Plan, p. 2-9](#))
- b. Town staff to implement the Town's ADA Transition Plan as funding permits.

### 4. Ongoing Action Items

- a. Form a Social and Racial Justice Commission that will serve as an advisory board to the Town Council to advance the Town's racial equity work. ([Los Gatos 2040 General Plan, p. 2-8](#)) – Approved by Council September 19, 2023 with meetings beginning January 2024.
- b. Town staff to update the Town's Anti-Harassment Policy to meet current best practices, including anti-bullying.
- c. Town staff to continue to evaluate the annual proposed Capital Improvement Budget and any service expansion/contraction in the Operating Budget to ensure that all neighborhoods are treated equitably in the availability of services and infrastructure investment. ([Los Gatos 2040 General Plan, p. 2-8](#))
- d. Require all Town staff to undergo ongoing DEI/implicit bias training. ([Los Gatos 2040 General Plan, p. 2-8](#))
- e. Continue to offer DEI training for Councilmembers and Commissioners.
- f. Town staff to develop an annual survey which measures the successfulness of advancing social equity and diversity Town-wide. ([Los Gatos 2040 General Plan, p. 2-8](#))
- g. Town staff to continuously expand access to Town records and information to further demonstrate the Town's commitment to transparency in governmental operations.
- h. Town staff to continue to provide Biannual Reports to review progress at Town Council meetings on Police Reforms, including independent investigations, mental health/homeless support, traffic stop data, and options for non-emergency calls.
- i. Town staff to continue to strengthen the Police Department relationship with County Behavioral Health and Crisis Response Teams.
- j. Town staff to work toward the Police Chief's goal for all Department personnel to exceed the minimum number of hours of training in de-escalation and crisis intervention.
- k. Town staff to continuously review and update Town policies and procedures to ensure that it is employing the best practices for hiring, training, eliminating bias, and ensuring the public's safety.

- l. Town staff to foster a more diverse work force by continuing to update job descriptions and minimum qualifications to encourage a broader set of candidates, promoting job opportunities using conventional and unconventional techniques to reach deeper into the talent pool, and encouraging professional development to expand skills and abilities.
- m. Town staff to continually reevaluate the Commission application process to facilitate more equity and inclusivity.
- n. Town Council to examine/update the Town Council Code of Conduct.
- o. Town staff to conduct staff surveys on a regular basis to assess if employees feel welcomed and included.
- p. Town staff to explore options for assisting unhoused Los Gatos residents.

Staff explored the option of including metrics for each item; however, after extensive outreach, research, and attending DEI training sessions put on by the Government Alliance of Race and Equity (GARE), the conclusion reached was that metrics/performance measures are not only extremely difficult for this work, but not advised. DEI work is long-term term and ongoing over generations of people and progress cannot adequately be measured in a shorter timeframe of a few years. Additionally, aiming for a goal of a certain demographic makeup (for example, X amount of employees of Y ethnicity/race) can be misleading because even if that goal is reached it does not necessarily mean that all feel welcome or as they belong.

### **3. DESCRIPTION OF PROCESS FOR DEVELOPING THE DEI PLAN**

#### **Community Advisory Group Led by American Leadership Forum Silicon Valley Insights (ALFI)**

On September 6, 2022, the Town Council authorized the Town Manager to continue working with DEI Consultant ALFI on the development of a DEI Plan. To do this work, ALFI convened a Community Advisory Group to move the initial Discovery Report recommendations forward and provide concrete steps for implementation. The Community Advisory Group met on a monthly basis from February through September 2023 for two and a half hours each meeting and utilized the initial Discovery Report recommendations as a jumping off point for dialogues. The Group helped put together the American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions document and provided numerous action/implementation items included in this DEI Plan. The most significant recommendation to come out of the group was for the Town to establish an equity-focused Commission. On September 19, 2023, the Town Council approved the enabling resolution to create the Diversity, Equity, and Inclusion Commission.

#### **Community Workshop**

On April 20, 2023, the Town held a community workshop to give the broader Los Gatos community an opportunity to provide input on the Discovery Report and the potential action items for this DEI Plan. Attendees were divided into two smaller breakout group discussions to provide feedback used to shape this plan.

## **Town Boards, Commissions, and Committees Participation**

During the months of March and April, Town staff met with each Board/Commission/Committee, and/or solicited written feedback on the potential DEI Plan action items and the recommendations in the Discovery Report. Input was also sought regarding how DEI work intersects with each Commission, how Commissions can work to increase equity and inclusivity in Los Gatos, and other ideas for how the Town can work holistically toward becoming a more inclusive place. Ideas garnered from those sessions are reflected in this DEI Plan.

## **Town Staff Engagement**

Outreach regarding the development of this plan and other Town DEI work was also conducted with staff. In 2022, the Town Manager's Office offered the first Employee Equity Survey to all Town staff. The Town staff is much more diverse than the broader Los Gatos community. At a high level, survey results indicated 70% of respondents reported feeling welcome at work while 30% did not. Responses also indicated a need for increased education for Town staff about the DEI work being done and a desire for DEI training.

In 2023, the Town Manager's Office conducted another anonymous survey specific to input relating to the Discovery Report recommendations and potential DEI Plan action items. Discussions on these topics also occurred during the Staff Equity Team's monthly meetings. Themes from this staff feedback are also found in this Plan.

## **Training**

Based on staff demand as illustrated in the Employee Equity Survey results, in November 2022, the Town held a mandatory staff Diversity, Equity, and Inclusion training entitled "Creating Environments of Belonging" led by DEI trainer and former prosecutor Mwanaisha Sims. The topic discussed included:

- Awareness of workplace diversity issues, such as those affecting underrepresented groups, in daily interactions;
- Exploration of internal beliefs and unconscious biases;
- An understanding of what motivates (and demotivates) those around us;
- Collaboration skills to help work more effectively with people who have different qualities from your own;
- How to stand up to discrimination such as racial bias or sexual harassment; and
- Skills to foster an inclusive workplace culture.

In February 2023, the "Creating Environments of Belonging" DEI training was also offered to the Town Councilmembers and all Town Commissioners.

In May 2023, based on demand, Ms. Sims returned to offer Town staff a second training that specifically focused on learning tools for how to respond to microaggressions, bias, and uncomfortable conversations.

DEI training can help build a safe and equitable workplace for all staff and promote an environment where everyone feels comfortable being their authentic selves at work.

#### 4. DEFINITIONS

**Ableism.** Ableism is the discrimination of and social prejudice against people with disabilities based on the belief that typical abilities are superior. At its heart, ableism is rooted in the assumption that disabled people require ‘fixing’ and defines people by their disability. ([Access Living](#))

**Anti-Semitism.** The belief or behavior hostile toward Jews just because they are Jewish. It may take the form of religious teachings that proclaim the inferiority of Jews, for instance, or political efforts to isolate, oppress, or otherwise injure them. It may also include prejudiced or stereotyped views about Jewish peoples. ([Anti-Defamation League](#))

**Belonging.** Belonging is a core need of all humans and is defined as a system of values and practices where no person is left out of the circle of human concern. It is more than just access. It is having a meaningful voice and an opportunity to participate in the design of cultural structures. Belonging includes the right to contribute as well as the right to make demands and it requires shared power, access, and opportunity among all individuals within a shared system. Belonging is about being seen, heard and valued for the uniqueness that each individual brings into the circle (Source: Othering and Belonging Institute). Distinction Between Diversity, Inclusion, and Belonging: You can have diversity without inclusion (e.g. tokenism, assimilation). You can’t have inclusion without diversity. Focusing on inclusion gets you further than just focusing on diversity. Belonging is a term that goes beyond the legal or HR definitions and gets to how power and meaningful inclusion can look and feel within the context of a group or network. ([Race Forward](#))

**BIPOC.** Acronym referring to Black, Indigenous, and Persons of Color. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Community Member.** Any individual who resides, owns property, is a business owner, or is employed in the Town of Los Gatos. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Debiasing Strategies.** Interventions to eliminate, mitigate or prevent bias are often focused on the individual level, rather than at the institutional level, where interventions are most needed. Debiasing strategies focused on individual change (e.g. “just be aware of your bias,)” have dubious impacts and success. Debiasing strategies focused at the institutional levels can help prevent and remove opportunities for bias by instituting practices, policies, and protocols that require institutional actors to address institutional racism. ([Race Forward](#))

**Disadvantaged Community.** An area identified by the California Environmental Protection Agency (CalEPA) pursuant to Section 39711 of the California Health and Safety Code or a predominately low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Diversity.** A variety of racial identities or characteristics (e.g. African Americans, Native Americans, Latinx) as well as people from a range of different social, racial, ethnic, cultural, and economic backgrounds; genders; sexual orientations; abilities; experiences; perspectives; and other personal identities. Diversity is a quantitative measure of representation. ([Race Forward](#))

**Environmental Justice.** The fair treatment of people of all races, cultures, incomes, political and religious affiliation, and national origins with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies including climate adaptation strategies. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Equality.** Is sameness; everyone gets the same thing. Equality focuses on everyone getting the same opportunity, but often ignores the realities of historic exclusion and power differentials among whites and other racialized groups. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Equity.** Ensures that outcomes in the conditions of well-being are improved for marginalized groups, lifting outcomes for all. Equity is a measure of justice (Los Gatos 2040 General Plan, p. 2-3). Distinction Between Equality and Equity: Equality uses the same strategies for everyone, but because people are situated differently, they are not likely to get the same outcomes. Equity uses differentiated and targeted strategies to address different needs and to get to fair outcomes. Equality-focused strategies don't work for, or benefit, everyone – e.g. teaching everyone the same way does not work for different kinds of learners -- each must be taught the appropriate way for them. ([Race Forward](#))

**Explicit Bias.** Conscious attitudes and beliefs about a person or group, also known as overt and intentional bias. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Implicit Bias.** Attitudes or stereotypes that affect our understanding, decisions, and actions in an unconscious manner. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Individual Bias.** Bias by individuals. But if the individual is acting in an institutional capacity (e.g. a teacher or a police officer) their individual bias is also a manifestation of institutional bias. ([Race Forward](#))

**Individual Racism.** Lies within individuals. These are private beliefs and biases about race that reside inside our own minds and bodies. For White people, this can be internalized privilege, entitlement, and superiority; for people of color, this can be internalized oppression. Examples: prejudice, xenophobia, conscious and unconscious bias about race, influenced by the white normative or dominant culture. ([Race Forward](#))

**Institutional Bias.** Bias by institutions — such as patterns, practices, policies, or cultural norms that advantage or disadvantage people of color. ([Race Forward](#))

**Institutional Racism.** Occurs within institutions. It involves unjust policies, practices, procedures, and outcomes that work better for White people than people of color, whether intentional or not. Example: A school district that concentrates students of color in the most overcrowded, under-funded schools with the least experienced teachers. ([Race Forward](#))

**Interpersonal Racism.** Occurs between individuals. Bias, bigotry, and discrimination based on race. Once we bring our private beliefs about race into our interactions with others, we are now in the interpersonal realm. Examples: public expressions of prejudice and hate, microaggressions (common place intentional or unintentional terms or hostility), bias and bigotry between individuals. ([Race Forward](#))

**Inclusion.** The measure of the quality of representation, such as full access, authentic representation, empowered participation, true belonging and power-sharing. Inclusion is a qualitative measure of representation and participation. ([Race Forward](#))

**Intersectionality.** The concept of intersectionality describes the ways in which systems of inequality based on gender, race, ethnicity, sexual orientation, gender identity, disability, class and other forms of discrimination “intersect” to create unique dynamics and effects. All forms of inequality are mutually reinforcing and must therefore be analyzed and addressed simultaneously to prevent one form of inequality from reinforcing another. Intersectionality brings our understanding of systemic injustice and social inequality to the next level by attempting to untangle the lines that create the complex web of inequalities. It is also a practical tool that can be used to tackle intersectional discrimination through policies and laws. ([Center for Intersectional Justice](#))

**LGBTQIA+ Discrimination.** Being harassed, discriminated against and/or being denied access to employment, housing, access to basic goods and services and/or the ability to participate meaningfully in our society's decision making processes, based on gender identity, sexual orientation and/or gender expression. ([Gender Equity Law Center](#))

**Racial Equity.** A process of eliminating racial disparities and improving outcomes for everyone. It is the intentional and continual practice of changing policies, practices, systems, and structures by prioritizing measurable change in the lives of people of color. From GARE: Racial equity is realized when race can no longer be used to predict life outcomes, and outcomes for all groups are improved. ([Race Forward](#))

**Racial Justice.** A vision and transformation of society to eliminate racial hierarchies and advance collective liberation, where Black, Indigenous, Latinx, Asian Americans, Native Hawaiians, and Pacific Islanders, in particular, have the dignity, resources, power, and self-determination to fully thrive. Distinction Between Racial Equity and Racial Justice: Racial equity is the process for moving towards the vision of racial justice. Racial equity seeks measurable milestones and outcomes that can be achieved on the road to racial justice. Racial equity is necessary, but not sufficient, for racial justice. ([Race Forward](#))

**Resident.** Any individual who resides in the Town of Los Gatos. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Social Capital.** A concept in social science that involves the potential of individuals to secure benefits and invent solutions to problems through membership in social networks. Social capital revolves around three dimensions: interconnected networks of relationships between individuals and groups (social ties or social participation); levels of trust that characterize these ties; and resources or benefits that are both gained and transferred by virtue of social ties and social participation. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Socially Disadvantaged Individuals and Groups.** Socially disadvantaged individuals and groups who have been subjected to prejudice or some form of discrimination or bias because of their perceived identity as a member of a particular group (i.e., race, ethnicity, culture, sex, political or religious affiliation, sexual orientation, age, immigration status) without regard to their individuality and/or merit. ([Los Gatos 2040 General Plan, p. 2-3](#))

**Structural Racism.** Racial inequities across institutions, policies, social structures, history, and culture. Structural racism highlights how racism operates as a system of power with multiple interconnected,

reinforcing, and self-perpetuating components which result in racial inequities across all indicators for success. Structural racism is the racial inequity that is deeply rooted and embedded in our history and culture and our economic, political, and legal systems. Examples: The “racial wealth gap,” where Whites have many times the wealth of people of color, resulting from the history and current reality of institutional racism in multiple systems. ([Race Forward](#))

## **5. RESOURCES/APPENDICES**

American Leadership Forum Insights Discovery Report (2022):

<https://www.losgatosca.gov/DocumentCenter/View/31460/Final-Discovery-Report>

American Leadership Forum Insights Justice, Equity, Diversity, and Inclusion Implementation Actions (2023):

<https://www.losgatosca.gov/DocumentCenter/View/36518/ALFI-Implementation-Actions>

Racial, Social, and Environmental Justice Element of the Los Gatos 2040 General Plan (2022):

[www.losgatosca.gov/DocumentCenter/View/31980/2-LGGP\\_2040\\_Racial-Social-and-Environmental-Justice-Element](http://www.losgatosca.gov/DocumentCenter/View/31980/2-LGGP_2040_Racial-Social-and-Environmental-Justice-Element)

Town of Los Gatos Becoming an Inclusive Community Website:

<https://www.losgatosca.gov/2604/Becoming-an-Inclusive-Community>

### Recommended 2026 DEI Commission Work Plan

1. Discuss participation in the Town's 4<sup>th</sup> of July Symphony in the Park event (related to DEI Plan Goal B, Item 1.a.).
2. Select one Commissioner to serve as Community Grant Rater (related to DEI Plan Goal A, Item 1.a.).
3. Review the topics/themes of the Library's current DEI reading lists and recommend additional topics/themes to consider. Develop and implement a plan to share the Library's DEI reading lists with local schools (related to DEI Plan Goal B, Item 4.d.).
4. Review and provide recommendations to staff on the Housing Resource Guide (related to Town DEI Plan Goal E).
5. Provide input to staff regarding potentially adding a Welcome Statement from the Town to the Welcome Packets sent to new Los Gatos residents (related to DEI Plan Goal D, Item 2.d.).
6. Discuss participation in the Youth Commission Multicultural Event on April 11 (related to DEI Plan Goal B, Item 2.b.).
7. Review a draft (*when available, may or may not occur in 2026*) of the Arts and Culture Commission's Public Arts Master Plan and make recommendations for DEI elements to consider (related to DEI Plan Goal B, Item 2.4.b.).

If time permits after the above items are completed:

8. Gather community input and provide a recommendation to staff regarding creating a new Town tagline, in concert with the mission statement that involves the spirit of 'belonging', as a north star for ongoing work (DEI Plan Goal D, Item 2.a.).

Items for discussion only (no staff time allocated):

- a. Recommend additional action items to the Town Council to make visible the equity issues that matter to the larger community (Town DEI Plan Item A.2.a.).
- b. Commission to conduct outreach to the community in the categories of education/schools, religious groups, businesses, and non-profits/service organizations regarding opportunities for collaboration (related to DEI Plan Goal C, Item 1.a.i.).



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 03/03/2026

ITEM NO. 5.

ITEM NO: 5

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DATE: March 3, 2026  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Review and Provide Direction on Meeting Minute Format**

**RECOMMENDATION:** Reaffirm the use of action minutes for all meetings; and modify the current practice for public comment to only identify speakers without summarizing the content of their remarks (for both agenda items and verbal communication).

**FISCAL IMPACT:**

Adopting the recommended approach is expected to reduce staff time required for preparation and management review of meeting minutes and allow for a more efficient allocation of Town resources. However, there would be no direct budgetary cost associated with implementing the recommendation as the hours of work saved would be reprioritized to other tasks, improving productivity.

**STRATEGIC PRIORITY:**

This item does not directly address a Strategic Priority; however, it aligns with the Core Goal of Good Governance.

**BACKGROUND:**

This item was included in the Policy Committee’s approved workplan and was considered at its February 24, 2026, meeting. The Policy Committee and Town Council have discussed the style and format of Council meeting minutes on several occasions, including in 2022, when the use of action minutes was reaffirmed. Action minutes are intended to document official actions taken by the legislative bodies, including motions, votes, and direction to staff, and are not intended to serve as a transcript or detailed narrative of discussion.

**PREPARED BY:** Wendy Wood  
Town Clerk

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Reviewed by: Town Manager, Assistant Town Manager, and Town Attorney

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SUBJECT: Recommendation Regarding Meeting Minutes Format

DATE: March 3, 2026

The Town's use of action minutes is supported by the following primary considerations:

1. **Supplemental Verbatim Record:** Complete video recordings of Council meetings are publicly available on YouTube and on the Town's website. Audio recordings of all commission meetings are also available on the Town's website. These recordings serve as the verbatim record of proceedings. While action minutes capture official actions and direction, the video or audio recording is available to any member of the public who wishes to review exactly what was said, ensuring transparency.
2. **Clarity and Transparency:** By focusing on motions, votes, and direction, action minutes improve clarity and transparency on the official actions of the meeting in a clear and concise format, allowing the public to easily identify the decisions of the legislative body.
3. **Statutory Requirements:** State law requires that actions taken and votes be publicly reported. While the Brown Act does not mandate that minutes be prepared, they are typically created to document official actions and ensure compliance with open meeting requirements. There is no requirement to transcribe or summarize oral remarks by Council Members, commissioners, staff, or speakers.
4. **Staff Resource Considerations:** Action minutes are more efficient for capturing the decisions made by the legislative body and require much less time than summary or verbatim minutes. As discussed further in this report, the Town's current practice goes beyond what is typical for action minutes by summarizing public comment. Due to this, preparation of the current minutes requires approximately four to six hours per meeting, plus additional time for management review. A significant portion of this time is devoted to summarizing and reviewing public comment and discussion of motions.

#### DISCUSSION:

The Town's adopted resolution calls for the use of "action-only" minutes with brief summaries of speakers' comments during public hearing items only, and not for other business items, consent items, or verbal communications. This exceeds what is typically included in action minutes due to the summary of public hearing public comment. In practice, the Town has been summarizing public comments for all agenda items and verbal communications, which exceeds the requirements outlined in the resolution and further exceeds what is typical of action minutes.

The summarization of public comment significantly increases staff preparation time and management review time, introduces greater subjectivity in how comments and discussion are characterized, and does not align with the intent of action minutes.

Staff conducted an informal poll of other cities within Santa Clara County to better understand regional practices regarding meeting minutes. Of the 14 cities all use action minutes and use the following practice:

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SUBJECT: Recommendation Regarding Meeting Minutes Format

DATE: March 3, 2026

- Seven cities do not summarize public comment for agenda items and instead list only identify the speakers. (Cupertino, Los Altos, Milpitas, Morgan Hill, San Jose, Santa Clara, and Saratoga)
  - Of these seven, four provide brief summaries for verbal communications (Cupertino, San Jose, Santa Clara, and Saratoga), while the others only identify the speakers (Los Altos, Milpitas, and Morgan Hill).
- Palo Alto does not summarize public comment or list the names of the speakers.
- Monte Sereno and Mountain View identify the speakers and whether they were in favor or opposed to the item.
- The remaining four cities, summarize public comment, most of which are brief. (Campbell, Gilroy, Los Altos Hills, and Sunnyvale)

The survey indicates that the Town's current practice of summarizing public comments for all items is more detailed than the approach than used by a majority of the neighboring cities surveyed.

On February 24, 2026, the Policy Committee reviewed the adopted resolution and current practice and took the following into consideration:

- Alignment between the adopted resolution and current implementation.
- Transparency and accessibility, given the availability of full video or audio recordings as a verbatim supplemental record.
- Consistency with regional practices.
- Staff workload and efficient use of Town resources.
- Clarity, objectivity, and potential risk associated with summarizing public comment.
- Assessment of whether summarizing public comments provides meaningful value to the record.

Based on these considerations, the Committee's review focused on evaluating the current action-minute format and the appropriate level of detail in the minutes. The Policy Committee recommended reaffirming the Town's use of action minutes and modifying the current practice to only identify the public comment speakers, without summarizing their remarks. This approach aligns with the Council's historical direction, reduces staff workload, ensures the minutes remain focused on official actions and decisions, and maintains transparency through publicly available video and audio recordings.

While the 2001 resolution applies specifically to Town Council meetings, the Commission Handbook provides that Boards, Committees, and Commissions utilize action minutes. To ensure consistency in administrative practices across legislative bodies, any modifications would also apply to the Town's boards, committees, and commissions. Should the Council agree with the Committee's recommendation, staff will return with a resolution rescinding the existing resolution and incorporating the modified practice for all legislative bodies.

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SUBJECT: Recommendation Regarding Meeting Minutes Format

DATE: March 3, 2026

If more detailed summaries or verbatim minutes for specific meetings or agenda items are desired, Council always retains the ability to direct staff by a majority vote to pursue options such as transcription services or AI-assisted tools.

CONCLUSION:

The Policy Committee recommends reaffirming the Town's use of "action only" minutes and modifying the current practice to only identify public speakers, without summarizing their remarks. If Council proceeds with the recommendation, staff will return with a revised resolution. Staff supports the recommendation as it aligns with the intent of action only minutes, eliminates subjectivity, and increases efficiency in preparing the minutes.

ALTERNATIVES:

The Town Council may consider the following alternatives:

1. **Reaffirm the Resolution for Action-Only Minutes and Change the Current Practice**  
Return to action-only minutes that are consistent with the 2001 resolution, which requires only summarizing speaker comments for public hearings. This option would lessen staff workload and reduce the level of detail in the minutes.
2. **Maintain Current Practice**  
Continue preparing action minutes that include summarized public comments for agenda and non-agenda items. This option would maintain the existing workload and current level of detail and require a revised resolution.
3. **Expand the Level of Detail in Minutes**  
Direct staff to provide more detailed minutes through transcription services. This option would increase staff workload and require additional financial resources.

COORDINATION:

This recommendation was discussed by the Council Policy Committee in coordination with the Town Manager's Office and the Town Attorney.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Resolution 2001-104

**RESOLUTION 2001 - 104**

RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF LOS GATOS  
DIRECTING THE PREPARATION, STYLE, AND FORMAT  
OF TOWN COUNCIL MINUTES

**WHEREAS:**

A. With due consideration the Town Council has confirmed that “action only” minutes are the preferred form for recording regularly scheduled Los Gatos Town Council meetings, and;

B. So as to clarify the record of public hearing items, brief summaries of speaker’s comments made during such hearings will continue to be provided.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California held on the 17<sup>th</sup> day of September,2001 by the following vote.

**COUNCIL MEMBERS:**

**AYES:** Randy Attaway, Steven Blanton, Sandy Decker, Steve Glickman,  
Mayor Joe Pirzynski.

**NAYS:** None

**ABSENT:** None

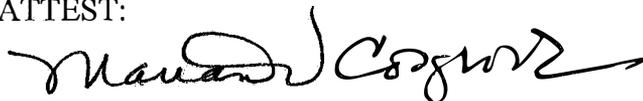
**ABSTAIN:** None

SIGNED



MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:



CLERK OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA