

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 Prestigiacomio, et ux, recorded December 1, 1958 in Book 4244 of Official Records, Page 730; thence along the Northeasterly and Northwesterly lines of said Prestigiacomio 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.

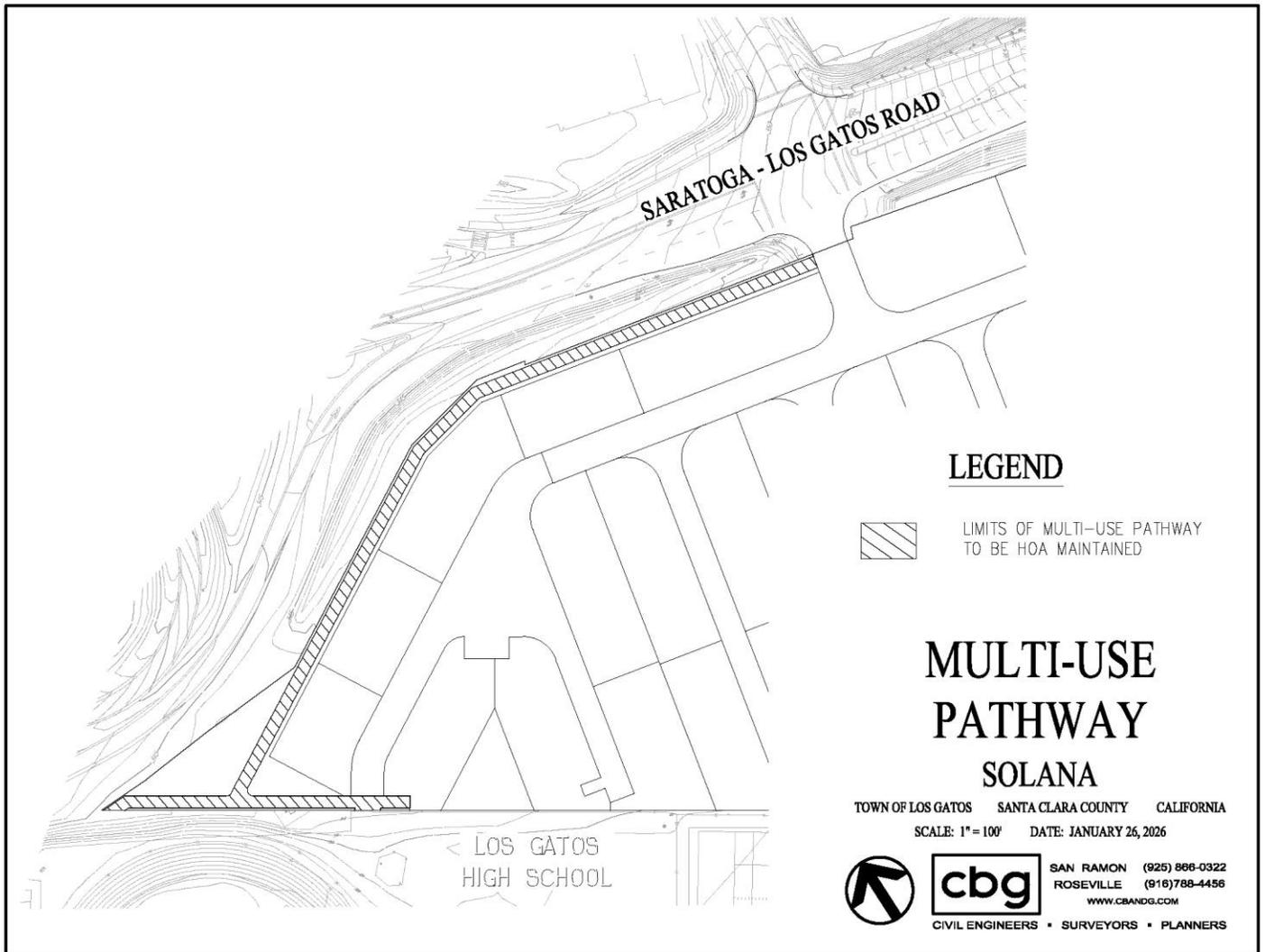
Tract Two:

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.



LEGEND

 LIMITS OF MULTI-USE PATHWAY TO BE HOA MAINTAINED

**MULTI-USE
PATHWAY
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

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