

Recording Requested by:
TOWN OF LOS GATOS

25326439

Regina Alcomendras
Santa Clara County - Clerk-Recorder
06/27/2022 01:19 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

WHEN RECORDED MAIL TO:
CLERK
TOWN OF LOS GATOS
110 E. MAIN STREET
LOS GATOS, CA 95030

(SPACE ABOVE BAR FOR RECORDER'S USE)

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

LANDSCAPE MAINTENANCE AGREEMENT

16940 Roberts Rd.
Los Gatos, CA 95032
APN: 529-18-053

Landscape Maintenance Agreement Town of Los Gatos (REVISED)
16940 Roberts Rd., Los Gatos (Unit 3 of Fisher Villas Association)

This Landscape Maintenance Agreement (the "Agreement"), dated 6/21, 2022 rescinds the Landscape Maintenance Agreement dated January 26, 2022 (Document #25243138, Recorded on 2/17/22 in Santa Clara County)

This Landscape Maintenance Agreement (the "Agreement"), dated 6/21, 2022 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 Jyan-Ping Lily Chang as Trustee of the Chang 2003 Family Trust, ("Property Owner") 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 as Unit 3 of Exhibit A attached hereto and incorporated herein.
- B. The Landscape Improvements (as defined below) have been or will be constructed within the public rights-of-way ("ROW") along Roberts Rd. as shown on the Landscape Maintenance Exhibit attached hereto as Exhibit B.
- C. Pursuant to the conditions of approval relevant to 16940 Roberts Rd., the Property Owner is to be responsible for maintaining the landscaping and irrigation system within the planting strip in the public ROW along Roberts Rd. frontage. The purpose of this Agreement is to set forth the rights and obligations of Property Owner and any transferees and the Town with respect to the maintenance of said Landscape Improvements.
- D. The Property Owner recognizes that the Town's approval of the Parcel Map is based on the Property owner's commitment to the long-term maintenance, repair, care and if and when necessary, replacement of the Improvements, and that the Parcel Map would not have been approved without the assurance that this Agreement would be executed by the Property Owner for recordation prior to any acceptance of public improvements by the Town.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

Definitions

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

- 1.1 Agreement. This Landscape Maintenance Agreement and any modifications thereto.
- 1.2 Development. The development of 3 residential condominiums, commonly known as "Fisher Villas."
- 1.3 Landscape Improvements. The landscaping and irrigation system that provides irrigation to the improvements situated within the public ROW along Roberts Rd. adjacent to the Development. The Landscape Improvements do not include any utility lines or equipment to any other property outside the ROW.
- 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 and shall include, but not limited to: watering/irrigation; fertilization; periodic trimming, mowing, and/or edging of grass and lawn areas; pruning of trees, shrubs, and other vegetation; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions and visibility, and irrigation coverage; removal and replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

- 1.5 Person. Any individual, corporation, partnership, limited liability company, trust or other legal entity
- 1.6 Town. The Town of Los Gatos, California.

ARTICLE 2

Maintenance, Repair, and Insurance

2.1 Maintenance. The Property Owner shall maintain the Landscape Improvements in good condition and repair at all times, reasonable wear and tear excepted, subject to Section 2.2 below. If the maintenance of the Landscape Improvements will materially interfere with or temporarily suspend the ability to use a ROW, the Property Owner 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 Property Owner shall use all reasonable efforts to complete the work as soon as possible and to minimize any interference in the use of the ROW.

2.2 Utility Repair or Replacement. If the Property Owner must repair any Landscape Improvements located within a ROW, Property Owner 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 performed, 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 Property Owner 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 Property Owner immediately shall repair the ROW to the condition it was in immediately preceding the work. The Property Owner shall defend, indemnify, and hold the Town harmless against any claims, demands, liabilities, causes of action, judgements and costs, including reasonable attorneys' fees, resulting from the Property Owner's work.

2.3 Failure to Maintain. If the Property Owner fails to maintain the Landscape Improvements in good condition and repair, reasonable wear and tear excepted, the Town may notify the Property Owner of the need for maintenance, which notice shall contain an itemized description of the required maintenance (the "Repair Demand"). If the Property Owner 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 2.9 and, if applicable, the Property Owner shall reimburse the Town for its share of the cost on receipt of written demand. If the Property Owner 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.

2.4 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 judgement, 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 other (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. 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.

2.5 Insurance. The Property Owner 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 the Events. 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 Agreement 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. 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 Clerk's Office. The Additional Insured Endorsement, effective for ongoing and completed operations, must be approved by the Town.

In addition to these policies, if the Property Owner provides labor to maintain the ROW they 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, the Property Owner shall ensure that all subcontractors employed by the Property Owner 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 Clerk's Office. The Additional Insured Endorsement, effective for ongoing and completed operations, must be approved by the Town.

Property Owner is satisfying its insurance requirement with insurance provided by its landscape contractor. If Property Owner's landscape contractor changes, Property Owner will immediately provide the Town with an updated insurance certificate and endorsement.

2.6 Indemnification. The Property Owner shall be solely responsible for maintaining the Landscape Improvements in a good and safe manner. 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 Landscape 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, and the 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) for which the Property Owner is obligated under this paragraph to provide indemnity or defense to the Town, its officers, officials, volunteers, employees, or attorneys.

2.8 Transfer of Responsibility. This Agreement shall serve as the signed statement by the Property Owner 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, as described in Section 3.5. Prior to transferring maintenance responsibility of the Landscape Improvements to another developer or property owner, the Property Owner shall provide written notice of the Agreement to the transferee and provide the Town a copy of such notice.

2.9 Maintenance Costs. The Property Owner 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 to the same or better condition as before the damage occurred.

ARTICLE 3 **Miscellaneous**

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

3.2 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:

Property Owner: Chang 2003 Family Trust
 P.O. Box 33097
 Los Gatos, CA 95031

Town: Town of Los Gatos
 110 E. Main Street
 Los Gatos, CA 95030
 Attention: Director of Parks and Public Works

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.

3.3 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. 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 the Property Owner, 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 the Property Owner and/or the Development given by Town to the 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.

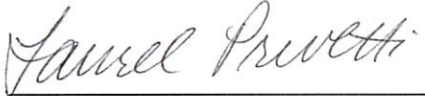
3.4 Attorney's Fees. If any action is commenced regarding the rights or duties of the parties hereto, the prevailing party in such action shall be entitled to recover the costs of such action and reasonable attorneys' fees.

3.5 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 ROW 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. If there are multiple owners of the property bound by this Agreement at any given time, each owner shall be jointly and severally liable of the duties contained herein.

3.6 Amendments. This Agreement may be amended from time to time by written agreement by the Property Owner and the Town.

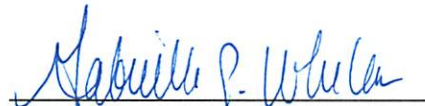
3.7 Effective Date. This Agreement shall be effective as of the date this document is recorded in the records of Santa Clara County, California.

TOWN OF LOS GATOS, CALIFORNIA,
A California municipal corporation



Laurel Prevetti
Town Manager
110 East Main Street
Los Gatos, CA 95030
Telephone: 408-354-6874
Fax Number: 408-354-7593

APPROVED AS TO FORM:



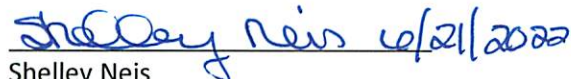
Gabrielle Whelan
Town Attorney

APPROVED AS TO CONTENT:



Parks and Public Works Director

Attest:



Shelley Neis
Town Clerk

DEVELOPER:

Chang 2003 Family Trust



Name: Jyan-Ping Lily Chang

Title: Trustee

Address: P.O. Box 33097, Los Gatos, CA 95032

Telephone: 408-356-1185

Fax Number: 408-402-9618

5-20-2022

See Attached Notary Certificate

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

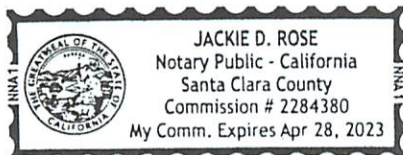
State of California

County of Santa Clara

On June 21, 2022 before me, Jackie D. Rose, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Laurel Prevetti
Name(s) of Signer(s)

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.

Place Notary Seal and/or Stamp Above

Signature Jackie D. Rose
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Landscape maint. AGR

Document Date: 6/21/22 Number of Pages: 1

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Clara)

On May 20th, 2022 before me, Ellen Mulberg, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jyan-Ping Lily Chang
Name(s) of Signer(s)

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 Ellen Mulberg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

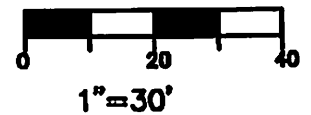
Title or Type of Document: Landscape Maintenance Agreement
Document Date: NONE Number of Pages: 6
Signer(s) Other Than Named Above: Yes

Capacity(ies) Claimed by Signer(s)

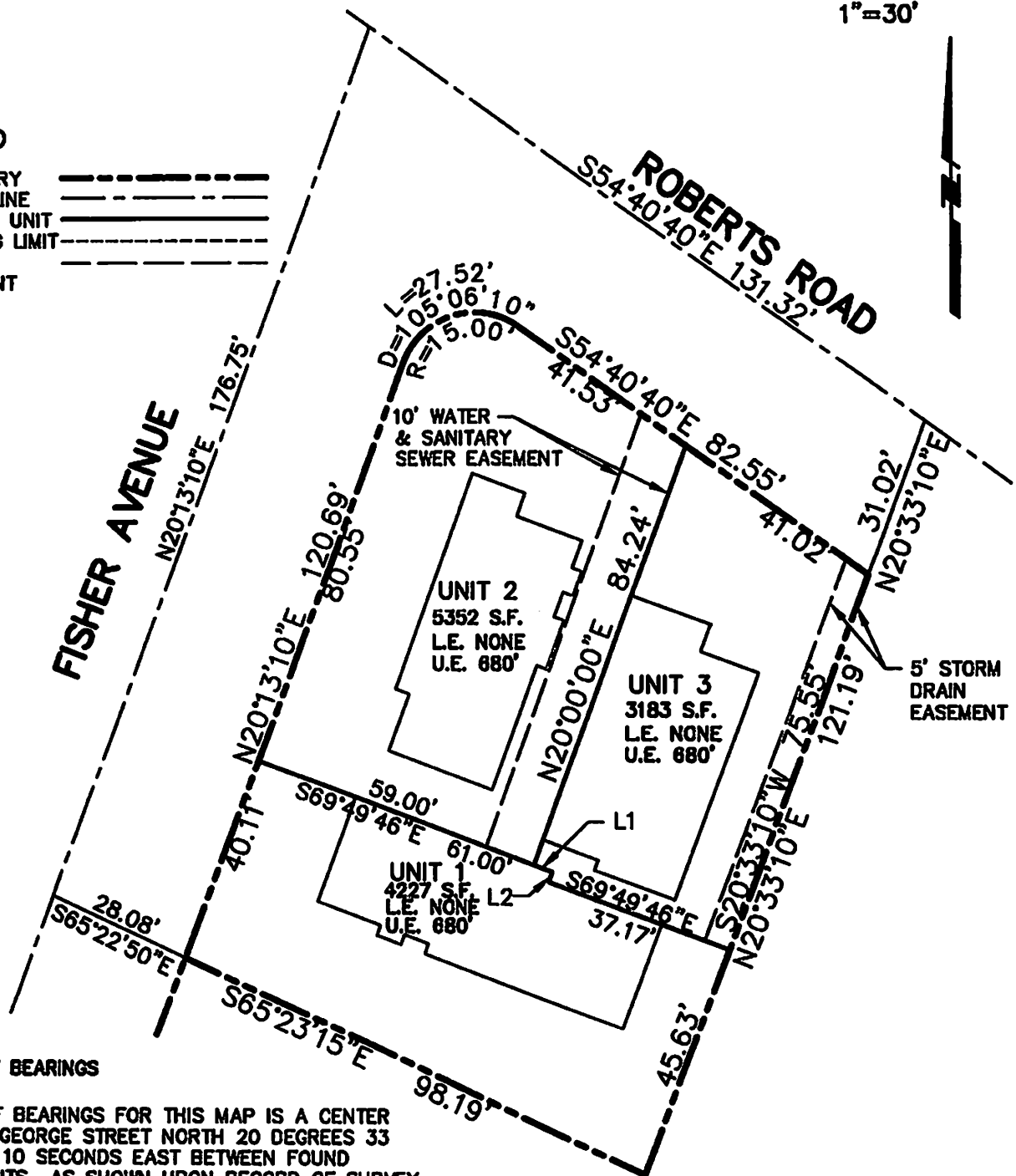
Signer's Name: Jyan-Ping Lily Chang
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

L1	N20°10'34"E	2.00'
L2	N69°49'26"W	2.00'



BOUNDARY	----
CENTERLINE	-----
LIMIT OF UNIT	=====
BUILDING LIMIT	-----
LIMIT OF	-----
EASEMENT	-----



**BASIS OF BEARINGS FOR THIS MAP IS A CENTER
LINE OF GEORGE STREET NORTH 20 DEGREES 33
MINUTES 10 SECONDS EAST BETWEEN FOUND
MONUMENTS AS SHOWN UPON RECORD OF SURVEY
MAP RECORDED IN BOOK 377 OF MAPS AT PAGE 28
SANTA CLARA COUNTY RECORDS.**

WESTFALL ENGINEERS, INC.

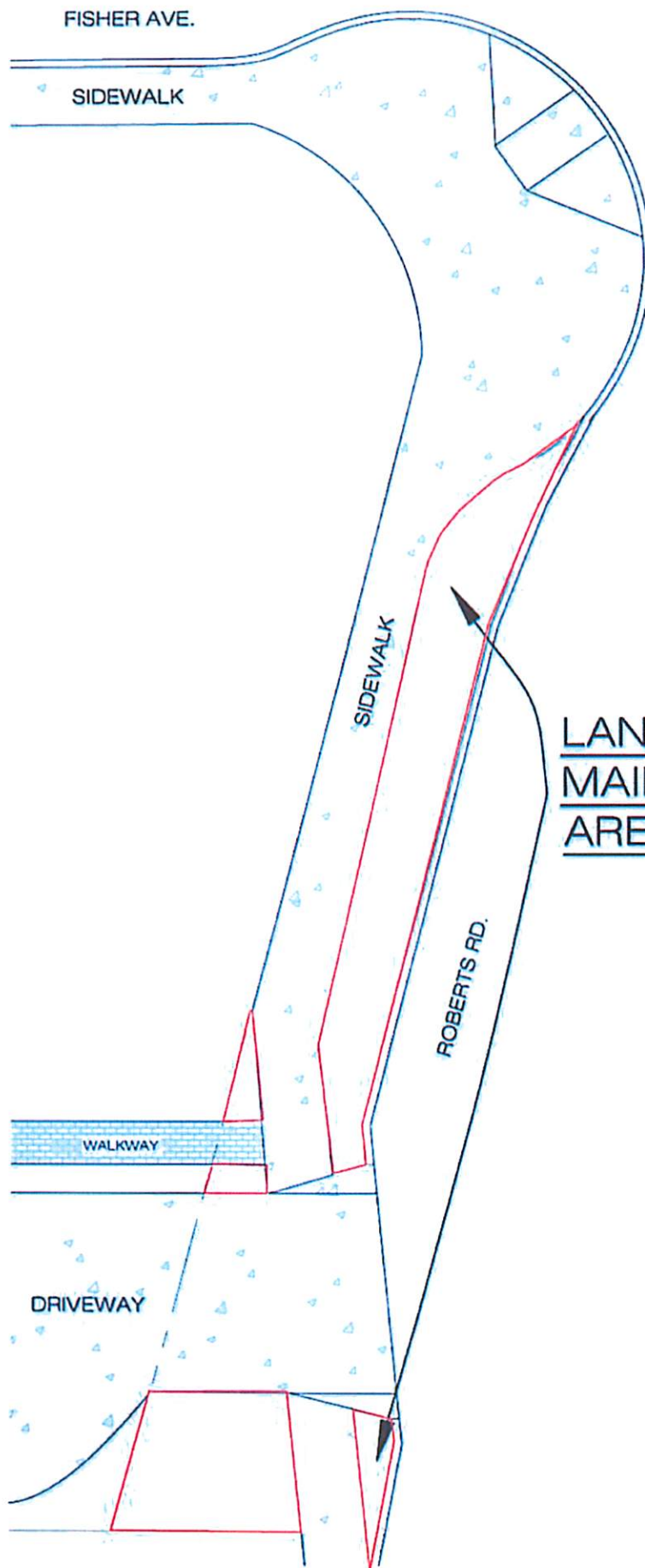


EXHIBIT B

LANDSCAPE
MAINTENANCE
AREAS (OUTLINED IN RED)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tammie Pereira Insurance Services 1606 S El Camino Real San Mateo CA 94402		CONTACT NAME: Tammie Pereira PHONE (A/C, No, Ext): (650) 655-2022 FAX (A/C, No): (650) 286-1773 E-MAIL ADDRESS: insurance@tammiepereira.com	
INSURED CELY'S GARDEN MAINTENANCE, INC. 2606 GLADE DR SANTA CLARA CA 95051-1149		INSURER(S) AFFORDING COVERAGE INSURER A: SECURITY NATIONAL INSURANCE CO INSURER B: PROGRESSIVE (United Financial Cas Co) INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	C6980789921	07/16/2021	07/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	01316448-8	01/29/2022	01/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	SWC1345738	07/16/2021	07/16/2022 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project address: 16940 Robert Rd., Los Gatos, CA 95032

The Town of Los Gatos and the Chang 2003 Family Trust are named as Additional Insured. The Town of Los Gatos Officers, Employees, Agents, & Registered Volunteers. This policy is primary and Noncontributory with respect to the Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tammie Pereira

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Tammie Pereira Insurance Services		NAMED INSURED CELY'S GARDEN MAINTENANCE, INC.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

A/I: Chang 2003 Family Trust, PO Box 33097, Los Gatos, CA 95032

**BEST CHOICE CONTRACTOR PROGRAM****Blanket Additional Insured - Owners, Lessees or Contractors**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number: C6980789921	Endorsement Effective: 05/10/2022 at 12:01 a. m.
Named Insured: CELY'S GARDEN MAINTENANCE, INC.	Authorized Representative:

SCHEDULE

Name of Additional Insured Person(s) or Organization(s): (Blanket)	(Specific)
Any person or organization that the Named Insured is obligated by virtue of a written contract or written agreement to make an additional insured on this Coverage Part, provided such contract or agreement: <ul style="list-style-type: none">• Is currently in effect or becomes effective during the policy period; and• Was executed prior to:<ul style="list-style-type: none">a. the "bodily injury," or "property damage"; orb. the offense that caused the "personal and advertising injury";for which the additional insured seeks coverage.	The Contractor's insurance is being provided to satisfy Property Owner's obligations pursuant to Property Owner's landscape maintenance agreement with the Town of Los Gatos.
Location(s) of Covered Operations:	
Any location in the "coverage territory" that is subject to the contract or agreement specified above.	

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to **"bodily injury"** or **"property damage"** occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of **"your work"** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
- C. With respect to the insurance afforded to these additional insureds, this insurance also does not apply to **"bodily injury"**, **"property damage"** or **"personal and advertising injury"** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.

D. Primary and Noncontributory Insurance

If so required by a written contract or written agreement, this insurance will be primary to, and will not seek contribution from, other insurance under which the additional insured is a named insured. But in all other

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BEST CHOICE CONTRACTOR PROGRAM

Blanket Additional Insured - Owners, Lessees or Contractors

instances, and notwithstanding anything to the contrary in the condition entitled **Other Insurance**, this insurance will be excess of any other insurance available to the additional insured.

- E. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to add the following to the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit**:

Any additional insured pursuant to this Coverage Part will, as soon as possible:

1. Give us written notice of any claim, or of any **"occurrence"** or offense that may result in a claim;
2. Send us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim; and
3. Make available any other insurance and tender the defense and indemnity of any claim to any other insurer or self-insurer whose policy or program applies to a loss that we cover under this Coverage Part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

- F. Solely with respect to the insurance granted by this endorsement:

1. The words "you" and "your" refer to the Named Insured shown in the Declarations.
2. **"Your work"** means work or operations performed by you or on your behalf, and materials parts or equipment furnished in connection with such work or operations.

G. Blanket Waiver of Subrogation

We waive any right of recovery we may have against an entity that is an additional insured under the terms of this endorsement with respect to payments we make for injury or damage arising out of **"your work"** done under a written contract or written agreement with that person or organization, provided such contract or agreement:

1. Requires such a waiver of our rights;
2. Is currently in effect or becomes effective during the policy period; and
3. Was executed prior the **"bodily injury"**, **"property damage"** or **"personal and advertising injury"** that gave rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.