PROJECT SPONSOR AGREEMENT
City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT BETWEEN
THE CITY OF MENLO PARK AND MENLO PARK PORTFOLIO II, LLC

THIS AGREEMENT made and entered into at Menlo Park, California, this 28th day of June, 2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and Menlo Park Portfolio II, LLC, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, Menlo Park Portfolio II, LLC, on behalf of Tarlton Properties, proposes to redevelop the property addressed 1350 Adams Court (Assessor's Parcel Number 055-472-030), Menlo Park, with approximately 260,000 square-foot (sf) building for life science uses. The proposed building would be composed of three five-story modules offset from each other. Access to the project site would be provided via Adams Drive and Adams Court, with a potential future public connection through the Facebook property to the west, hereinafter referred to as the "Project"; and

WHEREAS, the City has determined that under the California Environmental Quality Act and its applicable guidelines the Project requires the preparation of an Environmental Impact Report, hereinafter referred to as the "EIR"; and

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

The City and its sole discretion has selected ICF Jones & Stokes, Inc., hereinafter referred to as the "Consultant" to complete the Environmental Impact Report (EIR), as described in Exhibit A.
2. COMPENSATION AND PAYMENT

The City in its sole discretion has determined that the amount of compensation to be paid to the Consultant shall be the not to exceed sum of up to $363,780 for the preparation of the EIR; and

The amount of such compensation to be paid to the Consultant by the Project Sponsor and/or Owner shall be the sole sources of compensation to the Consultant for the work on the EIR and, therefore, shall be paid solely from City funds by the City; and

The Project Sponsor agrees (a) to pay the City the sum of $363,780 for the preparation of the EIR, (b) to bear the sole financial responsibility for defending any lawsuit challenging the Project on any ground, and (c) to defend and indemnify the City against any such lawsuit, including attorney’s fees and costs incurred as a result thereof; and

Upon completion or abandonment of the Project, all sums paid to the City by the Project Sponsor under the terms of this Agreement shall be refunded to the Project Sponsor if the sum has not been paid by the City and is not due or claimed by the Consultant or other claimant.

3. SCHEDULE OF WORK

The City shall monitor the performance by the Consultant of the contract for the preparation of the EIR. The City’s obligation shall be limited to normal contract monitoring and shall not include City Attorney or other review of the legal adequacy of the traffic analysis. The Consultant shall conduct research and arrive at conclusions independently of the control and direction of the City or any City official other than normal contract monitoring. The Project Sponsor shall have no control or direction of the work of the Consultant.

4. NOTICE

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Kyle Perata  
Community Development  
701 Laurel Street  
Menlo Park, CA 94025  
650-330-6721  
ktperata@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Ron Krietemeyer  
Menlo Park Portfolio II LLC  
c/o Tarlton Properties  
1530 O’Brien Drive, Suite C  
Menlo Park, CA 94025

Provided that 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.
5. **OWNERSHIP OF WORK PRODUCT**

Work products for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY and the applicant.

6. **TERMINATION OF AGREEMENT**

It is understood and agreed that the City has no responsibility for the legal adequacy of the traffic analysis and that the legal adequacy of the traffic analysis is the sole responsibility of the Project Sponsor and its attorneys, and that the City may terminate this Agreement upon 10 days written notice.

If the Project Sponsor, in writing, withdraws all applications for discretionary land use entitlements for the Project or states its intent not to proceed with the Project (a "Withdrawal Notice"), then City agrees to give a 10-day termination notice to the Consultant after receipt of the Withdrawal Notice. The Project Sponsor shall remain responsible for all costs incurred by the Consultant prior to the effective date of the termination notice. All notices under this Agreement shall be given in writing by overnight mail or overnight private courier to the address in Section 4 “Notice” and shall be deemed received the next business day following delivery to the U.S. Postal Service or private courier.

7. **ENTIRE AGREEMENT**

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document’s date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

(Signatures on the following page)
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

John C. Tarlton
Printed name

Date

6/7/18

Title

Manager

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

Date

6/26/18

FOR CITY OF MENLO PARK:

Alex D. McIntyre, City Manager

Date

6/28/18

ATTEST:

Judi A. Herren, City Clerk

Date

6/28/18
CALIFORNIA ALL-PURPOSE 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
County of San Mateo

On June 7, 2018 before me, Kristen Roccaforte, notary public personally appeared John C. Taylor

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

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: Project Sponsor Agreement Document Date: ________________
Number of Pages: ________ Signer(s) Other Than Named Above: __________________

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: ____________________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
<table>
<thead>
<tr>
<th>Document Name/Type</th>
<th>☐ AIA Contract ☐ Change Order ☑ Other</th>
<th>Date</th>
<th>6/21/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bldg Name</td>
<td>MPP-II 1350 Adams Court</td>
<td>Bldg ID</td>
<td>4356</td>
</tr>
<tr>
<td>Tenant/Contractor</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project</td>
<td>Redevelopment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Dollar Amount</td>
<td>SN/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature Block:**

MENLO PARK PORTFOLIO II, LLC, a Delaware limited liability company

By: GAVI PREHC HC, LLC, a Delaware limited liability company, its co-managing member

By: PRINCIPAL REAL ESTATE INVESTORS, LLC, a Delaware limited liability company, authorized signatory

By __________________________
Name: _________________________
Title: _________________________

By: __________________________
Name: _________________________
Title: _________________________

By: TPI INVESTORS 11, LLC, a California limited liability company, its managing member

By: TARLTON PROPERTIES, INC., a California corporation, its member

By __________________________
Name: _________________________
Title: _________________________
STATE OF IOWA  

COUNTY OF POLK  

On June 21, 2018, before me, Kristin Blackman, a Notary Public in and for said state, personally appeared Jeffrey D. Hutter and   

personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons 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.

Notary Public in and for said State

KRISTIN BLACKMAN
Commission Number 790219
My Commission Expires May 29, 2021
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 San Mateo

On June 19, 2018 before me, Kristen Roccaforte, notary public personally appeared John C. Farlow

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

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: Project Sponsor Agreement
Document Date:
Number of Pages: Signer(s) Other Than Named Above:

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:
INVOICE
TERMS: DUE 30 DAYS FROM INVOICE DATE

TO: Menlo Park Portfolio II, LLC
Ron Krietermeyer
1530 O'Brien Drive, Suite C
Menlo Park, CA  94025

DATE: 06/06/2018

INVOICE #: PO #: ACCOUNT #: PROJECT NAME:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of EIR per ICF, scope of work, dated February 2, 2018</td>
<td>$363,780.00</td>
</tr>
<tr>
<td>Water System Assessment per West Yost Associates, scope of work, dated March 8, 2018</td>
<td>$29,100.00</td>
</tr>
</tbody>
</table>

Subtotal | $392,880.00

Total Amount Due | $392,880.00

TO ENSURE PROPER CREDIT TO YOUR ACCOUNT
PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT
THANK YOU

Please remit payment and make check payable to:

CITY OF MENLO PARK
PLANNING DEPARTMENT
701 LAUREL STREET
MENLO PARK, CA  94025
ATTEN: VANH MALATHONG