

RECORD WITHOUT FEE UNDER SECTION 6103
GOVERNMENT CODE OF THE STATE OF CALIFORNIA

AFTER RECORDING RETURN TO:
REAL ESTATE SERVICES UNIT
SANTA CLARA VALLEY WATER VALLEY WATER
5750 ALMADEN EXPRESSWAY
SAN JOSE, CALIFORNIA 95118

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 316-06-064 (portion of)

DOCUMENT NO.: 2010-226

EASEMENT DEED

(Ingress/Egress)

Apple Inc., a California company, successor by merger to Campus Holdings, Inc., a Delaware corporation, hereinafter "Grantor," do(es) hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature "Grantee", a non- exclusive easement for the purpose of ingress and egress on, upon, over, and across that certain real property in the City of Cupertino, County of Santa Clara, State of California, described as:

See attached Exhibit "A" & "B" hereto and made a part thereof ("Easement Area")

The Easement Area shall be kept clear of any type of building, fences, structure, or trees, other than those presently existing, unless prior written approval is obtained from the Grantee, which approval shall not be unreasonably withheld, delayed or conditioned.

Grantee shall indemnify, defend, and hold Grantor harmless from and against every expense, claim, demand and loss, including but not limited to liabilities, obligations, costs, reasonable expenses, fines, levies, imposts, assessments, demands, damages, or judgments of any kind or nature, whether in law or equity (including without limitation, administration and judicial orders or consents, or any other loss) by reason of injury (including death) to persons or damage to property arising out of Grantee's (including its officers, employees, agents, contractors, and invitees (collectively, the "Grantee Parties")) use of the Easement Area, except to the extent arising out of the negligence or willful misconduct of Grantor or any of the Grantor Parties.

Grantor shall indemnify, defend, and hold Grantee harmless from and against every expense, claim, demand and loss, including but not limited to liabilities, obligations, costs, reasonable expenses, fines, levies, imposts, assessments, demands, damages, or judgments of any kind or nature, whether in law or equity (including without limitation, administration and judicial orders or consents, or any other loss) by reason of injury (including death) to persons or damage to property arising out of Grantor's (including its officers, employees, agents, contractors, and invitees (collectively, the "Grantor Parties")) use of the Easement Area, except to the extent arising out of the negligence or willful misconduct of Grantee or any of the Grantee Parties.

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Easement Area.

(As used above, the terms "Grantor" and "Grantee" shall include the plural as well as the singular number. The words "himself and "his" shall include the feminine gender as the case may be.)

Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions.

Dated this 11 day of July 2024

APPLE INC.

By: 

Kristina Raspe
Vice President of Real Estate and
Development

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 SS
COUNTY OF SANTA CLARA

On this 11 day of July, in the year 2021, before me Terencia Tervalon,

Notary Public, personally appeared Kristina Raspe
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.


Notary Public in and for said County and State

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Trustee (s) |
| <input type="checkbox"/> Corporate Officer(s): _____ | <input type="checkbox"/> Guardian/Conservator |
| <input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Attorney-In-Fact _____ | |

Signer is Representing (Name of Person(s) or Entity(ies))

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

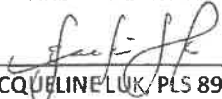
EXHIBIT "A"
LEGAL DESCRIPTION
INGRESS/EGRESS EASEMENT

REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA OF SANTA CLARA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 4 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED DECEMBER 19, 2014, IN BOOK 879 OF MAPS, AT PAGES 19 TO 25, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT COURSE SHOWN AS "N 00°26'29" E(R), 54.00 FEET" ALONG THE GENERAL EASTERLY LINE OF SAID PARCEL 4; THENCE ALONG SAID COURSE, NORTH 00°26'29" EAST, 10.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID COURSE, NORTH 00°26'29" EAST, 33.01 FEET; THENCE FROM A TANGENT THAT BEARS NORTH 88°49'44" WEST, ALONG A CURVE TO THE LEFT WITH A RADIUS OF 60.32 FEET, THROUGH A CENTRAL ANGLE OF 76°52'32", AN ARC LENGTH OF 80.93 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 14°17'21", AN ARC LENGTH OF 6.23 FEET; THENCE SOUTH 00°00'23" WEST, 603.37 FEET; THENCE SOUTH 14°37'11" WEST, 26.80 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 108°20'28", AN ARC LENGTH OF 85.09 FEET; THENCE NORTH 57°02'21" WEST, 219.30 FEET; THENCE NORTH 05°29'36" EAST, 142.76 FEET; THENCE AT A RIGHT ANGLE, NORTH 84°30'24" WEST, 54.02 FEET TO THE GENERAL WESTERLY LINE OF SAID PARCEL 4; THENCE ALONG LAST SAID LINE, SOUTH 05°29'36" WEST, 137.22 FEET; THENCE SOUTH 57°02'21" EAST, 269.79 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 100°58'51", AN ARC LENGTH OF 114.56 FEET; THENCE NORTH 13°56'20" EAST, 49.95 FEET; THENCE NORTH 00°00'23" EAST, 582.67 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 53°13'55", AN ARC LENGTH OF 23.23 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 48.67 FEET, THROUGH A CENTRAL ANGLE OF 35°37'53", AN ARC LENGTH OF 30.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 30,279 SQUARE FEET, MORE OR LESS.

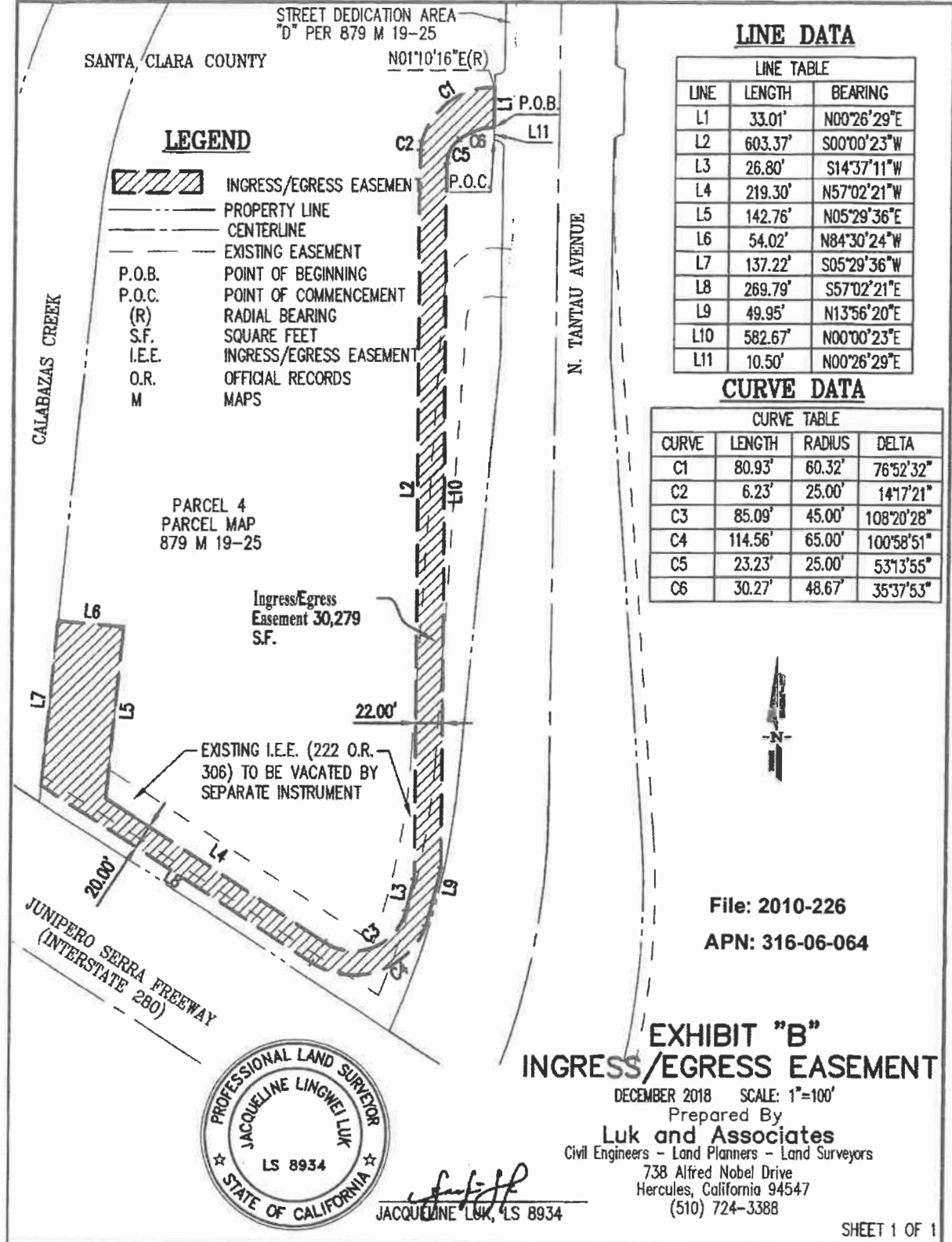
PREPARED BY LUK AND ASSOCIATES


JACQUELINE LUK, PLS 8934

DATE: December 18, 2016



This real property description has been prepared
by me or under my direction in conformance with the Professional Land Surveyors Act.



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PLOT DATE: DECEMBER 18, 2016