

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Moffett Place LLC  
Four Embarcadero Center, Suite 3620  
San Francisco, California 94111  
Attn: Ms. Janette D'Elia

THIS SPACE ABOVE FOR RECORDER'S USE

**Project:** Sunnyvale West Channel  
**Grantor:** SCVWD  
**Licensee:** Moffett Place LLC **APN:** 110-25-053  
**District Real Estate File:** 2027-2.7  
**CPRU Permit No.:**

### BRIDGE AGREEMENT

This Bridge Agreement ("Agreement"), effective \_\_\_\_\_, 2016, is entered into between the Santa Clara Valley Water District, a California Special District ("District,") and Moffett Place LLC, a Delaware limited liability company ("Moffett Place LLC").

**Whereas**, pursuant to a Final Order and Decree of Condemnation dated July 22, 1960 issued by the Superior Court of the State of California in and for the County of Santa Clara, a copy of which was filed on July 22, 1960 in the Official Records of Santa Clara, California in Book 4865 at Page 62 as Instrument No. 185008 and is attached hereto as Exhibit A (the "Condemnation Award") the owner and its assignees of certain real property (the "Benefitted Property") located in Sunnyvale, California are granted the right to build or install and maintain structures to cross over and/or under stormwater drainage facilities to be built by the District on certain real property adjacent to the Benefitted Property owned by the District and more particularly described in Exhibit B attached hereto (the "Property");

**Whereas**, Moffett Place LLC is an assignee of the original owner of the Benefitted Property and entitled to the rights set forth in the Condemnation Award;

**Whereas**, Moffett Place LLC seeks to construct, operate, maintain and use a vehicular, pedestrian and bicycle bridge ("Bridge") across the Property in the location shown on Exhibit C attached hereto to enable Moffett Place LLC, its employees, its invitees, and the public access to and from the Benefitted Property;

**Whereas**, Moffett Place LLC and the District desire to enter in this Agreement in order to set forth the terms by which Moffett Place LLC may construct, operate, maintain, and use the Bridge on the Property pursuant to the rights created by the Condemnation Award; and

**Whereas**, Moffett Place LLC understands that the District will continue to access and use the Property to perform flood control and water management related maintenance and operational activities.

**Now, therefore**, the District and Moffett Place LLC do hereby agree as follows:

1. **Scope of Activities.** In furtherance of Moffett Place LLC's existing rights pursuant to the terms of the Condemnation Award, Moffett Place LLC (subject to the terms of Section 5 below) may enter onto the Property for the purpose of constructing, operating, maintaining, and using the Bridge for vehicular, pedestrian and bicycle use at its sole cost, subject to:
  - the terms and conditions of this Agreement;
  - the issuance of a District permit to carry out such activities, provided that the terms of such permit are not in contravention of the terms of this Agreement; and
  - The terms of the Condemnation Award.
  
2. **Conflict with District Activities.** Moffett Place LLC's activities pursuant to this Agreement are subject to the District's rights to access and use the Property as more particularly described in this Agreement and shall be performed in such a manner that there will be only a minimum of interference with the maintenance of the District's planned or constructed flood control and/or storm water drainage facilities and so that such facilities will not be obstructed or endangered by the Bridge or other improvements constructed by Moffett Place LLC on the Property pursuant to this Agreement; provided, however, that the District shall use reasonable efforts to avoid unreasonably interfering or impairing with Moffett Place LLC's rights to the Property set forth in the Condemnation Award and this Agreement.
  - a. Notwithstanding the foregoing, if no other commercially reasonable approaches are available to the District in order for the District to accomplish its required activities on the Property, the District may require Moffett Place LLC to suspend use of the Bridge at Moffett Place LLC's sole expense for up to forty-eight (48) hours. The District will provide Moffett Place LLC with written notice of its need to close the Bridge at least forty-eight (48) hours in advance. Also, if the District performs or intends to perform any major work of maintenance, repair, or reconstruction on the Property requiring longer than 48 hours closure, the District will provide Moffett Place LLC with at least seven (7) calendar days' notice prior to performing such major work.
  - b. Notwithstanding the notice requirements above, the District is not required to provide Moffett Place LLC with any notice for any District activities undertaken in response to an emergency (including without limitation flooding events), but the District will use reasonable efforts to provide as much prior notice as is practical under the circumstances prior to undertaking such major work.
  - c. Notwithstanding any of the foregoing, if in the future, the bridge crossing conflicts with future flood protection needs and applicable legal requirements or standards, Moffett Place LLC will need to adjust the bridge crossing accordingly.
  
3. **Use Fee.** In consideration of the rights provided to Moffett Place LLC under this Agreement, Moffett Place LLC must pay in advance to the District a use fee for the first one-year period of this Agreement in the amount of Three Thousand Eight Hundred and 00/100 Dollars (\$3,800.00). This fee must be paid within 30 calendar days after the effective date of this Agreement and shall be paid each year on the anniversary of such effective date. As of the fifth anniversary of such effective date, and as of the fifth anniversary of any such increase thereafter, the use fee for each subsequent five-year

period will increase by ten percent (10%) from the use fee of the immediate preceding five-year period. In the event this Agreement is terminated during any one-year period, the District will refund a pro-rata portion of the use licensing fee that was paid in advance. The pro-rata portion will equal the ratio of the number of months remaining in that one-year period divided by 12, multiplied by the one-year licensing fee that was paid in advance.

4. **Termination Right of Moffett Place LLC.** Notwithstanding anything herein to the contrary, Moffett Place LLC may terminate this Agreement at any time upon written notice thereof to the District at least thirty (30) days in advance of the effective date of such termination.
5. **Maintenance of Bridge.** Moffett Place LLC shall construct, operate and maintain the Bridge in a safe and lawful manner at its sole cost and expense. Moffett Place LLC will take such measures, including, but not limited to, the posting of warning signs and the installation of guardrails for safety devices as may in the reasonable opinion of Moffett Place LLC be necessary for the safety of the users of the Bridge. Moffett Place LLC shall remove graffiti from the Bridge structure.
6. **Safe Use of Bridge.** Moffett Place LLC understands that the elevation of water on the Property may fluctuate from day to day due to controlled or uncontrolled flows onto the Property, and such fluctuations may require Moffett Place LLC to suspend use of the Bridge. Moffett Place LLC shall exercise reasonable diligence and be responsible for ascertaining the water elevations and determining and implementing controls that will ensure the health and safety of those maintaining, using or accessing the Bridge or entering onto the Property. The Property is covered by a joint use agreement between the District and the City of Sunnyvale, which allows the City of Sunnyvale to operate a public trail on the banks of the Property. Moffett Place LLC recognizes and acknowledges that the public may use the Bridge and Moffett Place LLC shall make sure it is safe to do so.
7. **Removal of Bridge and Restoration of Property.** Upon termination of this Agreement, Moffett Place LLC must remove, at its sole cost, the Bridge and restore the Property as closely as possible to its original condition and repair any damage caused by Moffett Place LLC, its employee, agents, contractors, or invitees.
8. **Release.** Moffett Place LLC waives and releases the District from any and all liability to Moffett Place LLC, its employees, agents or contractors for any loss, damage, liability, or liability for damages, whether for loss of or damage to property, or injury to or death of persons, which may arise out of the use by Moffett Place LLC, its employees, agents, contractors, or invitees of the Property, excepting such loss or damage that is caused by or arises out of the negligence or willful misconduct of the District, its agents, officers or employees.
9. **Indemnification.** Moffett Place LLC agrees to indemnify and fully defend and hold harmless the District, its officers, agents, employees, contractors, and assigns from all claims or suits of any kind, brought by any person and/or entity claiming personal injury or property damage, resulting from the construction, operation or maintenance of the Bridge by Moffett Place LLC, its employees, agents, contractors, or invitees, or anyone directly or indirectly employed or under contract with Moffett Place LLC, except to the extent any such personal injury or property damage is caused by the active negligence or willful misconduct of the District, its officers, agents, employees, or assigns. The indemnity and

other rights afforded to the District by this Section 9 Indemnification provision shall survive the termination of this Agreement.

10. **Insurance.** Moffett Place LLC must, at its sole cost, maintain a policy or policies of commercial general liability insurance providing insurance coverage in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence for public liability and property damage, naming District, its directors, officers, agents, and employees as additional insured. Said insurance must provide protection against claims for injury to persons, or damage to property, or both, including accidental death, arising under this Agreement. Moffett Place LLC must furnish to District a certificate of insurance and endorsement showing insurance coverage provided to District, its directors, officers, agents, and employees as additional insured. Said insurance will be primary insurance and contain an endorsement stating that no insurance of the additional insured will be called upon to contribute to a loss. *District is not responsible to provide any insurance, and Moffett Place LLC waives any claim against District for damages resulting from such risks.* The insurance amount required may be shall be increased every ten years to reflect the total inflationary increase as indicated by the Consumer Price Index for the San Francisco Bay Area.
11. **Notice.** Any and all notices required to be given hereunder must be sent by United States Mail, certified return receipt requested, postage prepaid, or by personal delivery or commercial courier, addressed to the parties at the addresses hereinafter specified or as later amended by either party in writing:

To: Moffett Place LLC:

c/o Jay Paul Company  
Four Embarcadero Center, Suite 3620  
San Francisco, California 94111  
Attn: Ms. Janette D'Elia

To District:

Clerk of the Board  
Santa Clara Valley Water District  
5750 Almaden Expressway  
San Jose, CA 95118  
Cc: Real Estate Services Unit

Notice is deemed effective upon actual receipt or upon refusal of delivery.

12. **Successors and Assigns.** The terms and conditions of this Agreement shall apply to any successors and assigns of the District and Moffett Place LLC, including but not limited to any purchaser of the Benefitted Property.
13. **Choice of Law.** This Agreement is governed by California law.
14. **Amendments.** This Agreement may not be modified or amended except in writing signed by both parties.

15. **No Mechanics' Liens.** Moffett Place LLC must not place any liens on the Property and shall not allow any mechanics' liens to be placed on the Property.
16. **Compliance with Laws.** Moffett Place LLC must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, and regulations.
17. **Attorneys' Fees.** In the event of a dispute between the parties with respect to the terms or conditions of this Agreement, the prevailing party is entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.
18. **Permit Terms and Conditions.** Moffett Place LLC agrees to abide by the terms and conditions contained in any current or future District permit related to exercising Moffett Place LLC's rights under this Agreement, provided that such permit is not in contravention of the terms of this Agreement.
19. **Entire Agreement.** This Agreement, together with the Exhibits A, B and C attached hereto, constitutes the entire agreement between the parties and supersedes all prior written or oral understandings.

**IN WITNESS WHEREOF**, Moffett Place LLC and the District have executed this Agreement and it is effective as.

**LICENSEE:**

**DISTRICT:**

**MOFFETT PLACE LLC**, a Delaware limited liability company

**SANTA CLARA VALLEY WATER DISTRICT**

By: 

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

Name: Phillip A. Verinsky

Name: \_\_\_\_\_

Title: Vice President

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

Date: September 27, 2016

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Real Estate Services Unit Manager

**Exhibit "A"**  
**To The Bridge Agreement**  
**Between**  
**Moffett Place LLC**  
**And**  
**Santa Clara Valley Water District**

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RECEIVED

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COUNTY COUNSEL

(ENDORSED)  
**FILED**  
DEC 14 1960

PAUL R. VEIL, Clerk  
BY IDA MAIORANA  
DEPUTY

H-OT

FILED  
DEC 14 1960  
COUNTY COUNSEL

*Spencer M. Williams*

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SPENCER M. WILLIAMS, County Counsel  
ROBERT F. McNAMEE, Deputy County Counsel  
Room 330, Courthouse  
San Jose, California  
Telephone: Cypress 5-1050

Attorneys for Plaintiff.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SANTA CLARA

SANTA CLARA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,

Plaintiff,

NO. 110939

- vs -

ALFRED FROMM; HANNA FROMM; CITY  
TITLE INSURANCE COMPANY, a corporation;  
MANUEL FREITAS, also known  
as MANUEL T. FREITAS, et al.,

Defendants.

ORDER AMENDING AND  
CORRECTING FINAL ORDER  
AND DECREE OF CONDEMNATION

It appearing to the satisfaction of the above-entitled court that the Final Order and Decree of Condemnation dated and filed herein on July 22, 1960 does not reflect the true order of the Court in that a clerical error was made in the property described in said Order as Exhibit "A", which was attached thereto and made a part thereof but was not the parcel of real property which the Court intended to make subject to its Final Order and Decree of Condemnation, and good cause appearing;

NOW, THEREFORE, IT IS ORDERED that the Final Order and Decree of Condemnation dated and filed herein on July 22, 1960, shall be and is hereby corrected by cancelling and eliminating from the

SPENCER M. WILLIAMS  
County Counsel  
County of Santa Clara  
Courthouse  
San Jose, California

*Fromm, Alfred*

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provisions thereof the property described in Exhibit "A", which was attached thereto and made a part thereof and by substituting in lieu thereof the property described in Exhibit "I", which is attached hereto and made a part of this Order, and the property described in Exhibit "I" shall be a part of said Order and Decree of Condemnation just as if it had originally been a part of said Final Order and Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all other provisions of said Final Order and Decree of Condemnation shall remain in effect and are applicable to the property described in Exhibit "I" as fully as if Exhibit "I" had been attached to it originally.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Order should be nunc pro tunc as of the 22nd day of July, 1960.

DATED: DEC 14 1960

Marshall S. Hall  
Judge of the Superior Court

006004

SPENCER M. WILLIAMS  
County Counsel  
County of Santa Clara  
Cockhouse  
San Jose, California

RPM:bn 12-6-60

-2-

All that certain real property situate in the County of Santa Clara, State of California, described as follows:

Abandonment of Lot 4-A as shown upon that certain Map entitled, "Map of the Partition of that part of the Rancho Pastoria de las Berregas, patented to Martin Murphy, Jr.," said map was filed for record in the Office of the Recorder of the County of Santa Clara, State of California, on April 29, 1933, in Book 0 of Maps, pages 74 and 75, and more particularly described as follows:

BEGINNING at the northeast corner of that certain parcel of land conveyed by Manuel P. Freitas, a widower, to Alfred Fross and Hannah Fross, his wife, by Deed dated July 28, 1928, and filed September 8, 1928 in Book 4168 of Official Records, page 737, Santa Clara County Records, said corner being in the Easterly line between Lots 3-A and 4-A of said Murphy Partition; thence along the said Easterly line, S 14° 51' 15" W, 3444.21 feet; thence along the arc of a curve to the right having a radius of 228.77 feet, through a central angle of 40° 50' 14", for an arc distance of 248.91 feet; thence tangent to last named point, S 75° 41' 29" W, 922.21 feet; thence along the arc of a curve to the left, with a radius of 182.60 feet, through a central angle of 35° 44' 03" for an arc distance of 186.22 feet; thence tangent to last named point, S 25° 57' 25" W, 58.12 feet to a point on the Easterly line of Mathilda Avenue as shown on that certain Map, by Ruth and Geing, Civil Engineers, for M. T. Freitas, and filed for record in the Office of the Recorder of Santa Clara County, State of California, on September 12, 1928 in Book 97 of Maps, at page 20; thence along the said Easterly line of Mathilda Avenue, said line being a curve to the left, whose radial point bears S 67° 53' 29" W, 1200.00 feet from the last named point, through a central angle of 6° 23' 40" for an arc distance of 52.24 feet; thence leaving said Easterly line of Mathilda Avenue, N 35° 57' 25" E, 71.59 feet; thence along an arc of a curve to the right, with a radius of 227.00 feet, through a central angle of 35° 39' 00", for an arc distance of 153.13 feet; thence tangent to the last named point, N 7° 36' 25" E, 939.21 feet; thence along the arc of a curve to the left, with a radius of 165.00 feet, through a central angle of 61° 45' 18" for an arc distance of 177.64 feet; thence tangent to the last named point, N 18° 51' 10" E, 404.52 feet; thence N 14° 28' 21" E, 2703.20 feet; thence N 12° 23' 58" E, 331.35 feet to the Northernly line of the aforementioned Fross parcel; thence along said Northernly line S 75° 07' 45" E, 112.00 feet to the Point of Beginning.

Containing 3.62 acres of land, more or less.

EXHIBIT "I"

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The foregoing instrument is a correct copy of the original as filed in this office  
 Witness my hand and seal of said County of Santa Clara, California, this 12th day of December, 1960  
 County Recorder  
 Santa Clara County, California

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Box 4865 PAGE 62  
FILED FOR RECORD  
County Council  
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OFFICIAL RECORDS  
SANTA CLARA COUNTY  
SAN JOSE, CALIFORNIA

1 SPENCER M. WILLIAMS, County Counsel  
2 ROBERT F. McNAMEE, Deputy County Counsel  
3 Room 330, Courthouse  
4 San Jose, California  
5 Telephone: CTPress 5-1090  
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Attorneys for Plaintiff

(ENDORSED)  
FILED  
JUL 23 1960  
PAUL R. TEILH, Clerk  
BY IDA MAJORANA  
DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SANTA CLARA

SANTA CLARA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,

Plaintiff,

vs.

ALFRED FROMM, HANNA FROMM, CITY  
TITLE INSURANCE COMPANY, and  
MANUEL FRUITAS, also known as  
MANUEL T. FRITAS, et al.

Defendants.

No. 110929

FINAL ORDER AND DECREE  
OF CONDEMNATION

The Interlocutory Judgment of Condemnation entered in the  
above entitled matter on the 27th day of June, 1960 having been  
satisfied in full by the plaintiff and it appearing to the Court  
that the plaintiff is entitled to a Final Order and Decree of  
Condemnation;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

That plaintiff hereby acquires by condemnation for public  
purpose fee simple title to that certain parcel of real property  
more particularly described in Exhibit "A" which is attached  
hereto and made a part hereof, subject to an easement for public  
utilities existing on October 16, 1958, and reserving to the

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SPENCER M. WILLIAMS  
County Counsel  
County of Santa Clara  
Hall of Records  
San Jose, California

*Fromm, Alfred & Hanna*

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1 defendants, their heirs, and assigns the right to build or  
2 install and maintain structures to cross over and/or under storm  
3 water drainage facilities to be constructed by plaintiff on and  
4 including the aforementioned property; provided such crossings  
5 will be constructed in such a manner that there will be only  
6 minimum interference with the maintenance of the District's planned  
7 or constructed flood control and/or storm water drainage  
8 facilities and that such facilities will not be obstructed or  
9 endangered by any such crossings.

10 IX

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the  
12 plaintiff Santa Clara County Flood Control and Water Conservation  
13 District does hereby acquire by eminent domain all right, title,  
14 and interest of Alfred Fromm, Hanna Fromm, City Title Insurance  
15 Company, and Manuel Freitas, also known as Manuel T. Freitas, in  
16 and to the property described in Exhibit "A", subject to the  
17 easement and right aforementioned and set forth herein.

18 III

19 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that there is  
20 included in the severance damages awarded in the Interlocutory  
21 Judgment a sum for the construction of fencing, as and when  
22 necessary, along the right of way of plaintiff, excepting the  
23 portion thereof along the easterly boundary of defendants'  
24 property of approximately 2,439.08 feet on a course described  
25 as North 14 degrees, 51 minutes, 15 seconds East.

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that defendants  
27 for themselves, their heirs, executors, administrators, and  
28 assigns, to the extent and when necessary, will pay the cost of  
29 installation of any such fencing at the points hereinbefore  
30 noted and with the exception as above stated.

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SPENCER H. WILLIAMS  
County Counsel  
County of Santa Clara  
Hall of Records  
San Jose, California

BOOK 4885 PAGE 64

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IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this judgment applies solely to the cost of physical installment of said fencing and that the defendants do not hereby assume, nor shall they be liable for, damages of any kind or character to either plaintiff or to any third person, firm, or corporation, arising from the existence, maintenance, operation, installation, or otherwise of the facilities taken and installed by plaintiff on or through the property condemned herein.

IV

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that real property taxes on the property acquired by condemnation shall be cancelled as of July 2, 1959.

V

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Final Order and Decree of Condemnation shall become effective upon recordation of a certified copy in the Office of the Recorder of the County of Santa Clara.

DATED: July 22, 1960

Marshall S. Hall

~~Judge of the Superior Court~~

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SPENCER M. WILLIAMS  
7-19-60

SPENCER M. WILLIAMS  
County Counsel  
County of Santa Clara  
Hall of Records  
San Jose, California

A fee simple interest in the following property.

All that certain real property lying, being and situate in the City of Sunnyvale, State of California, described as follows:

Beginning at a point on the Southerly line of the lands of the City of Sunnyvale as conveyed on the deed recorded in Book 3207 of Official Records, at page 619, in the office of the County Recorder of the County of Santa Clara, State of California, distant S 75° 08' E, 427.50 feet from the line between Lots 1A and 5A of "The Partition of that Part of the Rancho Pastoria de Las Berregas, patented to Martin Murphy, Jr." and recorded in Volume "C" of Maps, at pages 74 and 75, in the office of the County Recorder of the County of Santa Clara, State of California; thence S 75° 08' E, 90.00 feet along said Southerly line; thence S 14° 52' W at right angles, 2,716.48 feet to a point; thence N 75° 08' W at right angles 27.0 feet; thence S 14° 52' W at right angles 1,392.13 feet to a point; thence along a tangent curve to the right with a radius of 218.0 feet, through an angle of 21° 30' for a distance of 81.80 feet to a point; thence S 36° 22' W, 130.32 feet to the Easterly line of Mathilda Avenue Extension (100 feet wide); thence on said Easterly line Northerly on a curve to the left with a radius of 1,200 feet, through an angle of 2° 28' 36.7" (more or less) for a distance of 51.99 feet; thence N 36° 22' E, 104.30 feet to a point; thence along a tangent curve to the left with a radius of 173.0 feet, through an angle of 21° 30' for a distance of 64.92 feet to a point; thence N 14° 52' E, 1,392.13 feet to a point; thence N 75° 08' W at right angles 18.0 feet to a point; thence N 14° 52' E at right angles 2,716.48 feet to the point of beginning, containing 7.25 acres (more or less) and being a strip of land 90 feet wide running from said Southerly line of said land of the City of Sunnyvale Southerly 2,715.71 feet to a point and 45 feet wide beyond said last mentioned point to said Easterly line of Mathilda Avenue Extension on Lot 4A of said Partition mentioned above.

Subject to existing easements for public utilities and reserving to the present and future owner or owners of said property the right to build or install and maintain structures to cross over and/or under flood control and/or storm water drainage facilities to be constructed by the District on said real property. Such crossings to be constructed in such a manner that there will be only minimum interference with maintenance of District's planned or constructed flood control and/or storm water drainage facilities and that such facilities will not be obstructed or endangered by any such crossings.

Exhibit A

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**Exhibit "B"**  
**To The Bridge Agreement**  
**Between**  
**Moffett Place LLC**  
**And**  
**Santa Clara Valley Water District**

**LEGAL DESCRIPTION 1188 BORDEAUX (NORTH CHANNEL PARCEL)**

Real property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

ALL OF PARCEL 2, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "PARCEL MAP LYING WITHIN THE CITY OF SUNNYVALE BEING A RESUBDIVISION OF PARCEL B AS SHOWN ON PARCEL MAP RECORDED IN BOOK 255 OF MAPS, AT PAGE 53 AND LOTS 8 AND 9, TRACT NO. 4515 MOFFETT INDUSTRIAL PARK NO. 1-2 RECORDED IN BOOK 245 OF MAPS AT PAGE 14, SANTA CLARA COUNTY RECORDS" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JUNE 28, 1976 IN BOOK 373 OF MAPS, AT PAGE 48.

APN: 110-25-037;

**LEGAL DESCRIPTION OF PARCEL SOUTH OF CHANNEL**

Real property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

PARCEL 1, AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JUNE 28, 1976 IN BOOK 373 OF MAPS, AT PAGE 48.

PARCEL TWO:

ALL OF PARCEL 2, AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP LYING WITHIN THE CITY OF SUNNYVALE BEING A RESUBDIVISION OF PARCEL B AS SHOWN ON PARCEL MAP RECORDED IN BOOK 255 OF MAPS, AT PAGE 53 AND LOTS 8 AND 9, TRACT NO. 4515 MOFFETT INDUSTRIAL PARK NO. 1-2 RECORDED IN BOOK 245 OF MAPS AT PAGE 14, SANTA CLARA COUNTY RECORDS" WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JUNE 28, 1976 IN BOOK 373 OF MAPS, AT PAGE 48.

PARCEL THREE:

ALL OF PARCEL A, AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP BEING A RESUBDIVISION OF PARCEL 2 OF PARCEL MAP RECORDED IN BOOK 370 OF MAPS AT PAGE 47, SANTA CLARA COUNTY RECORDS", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JANUARY 31, 1977 IN BOOK 388 OF MAPS AT PAGE 32.

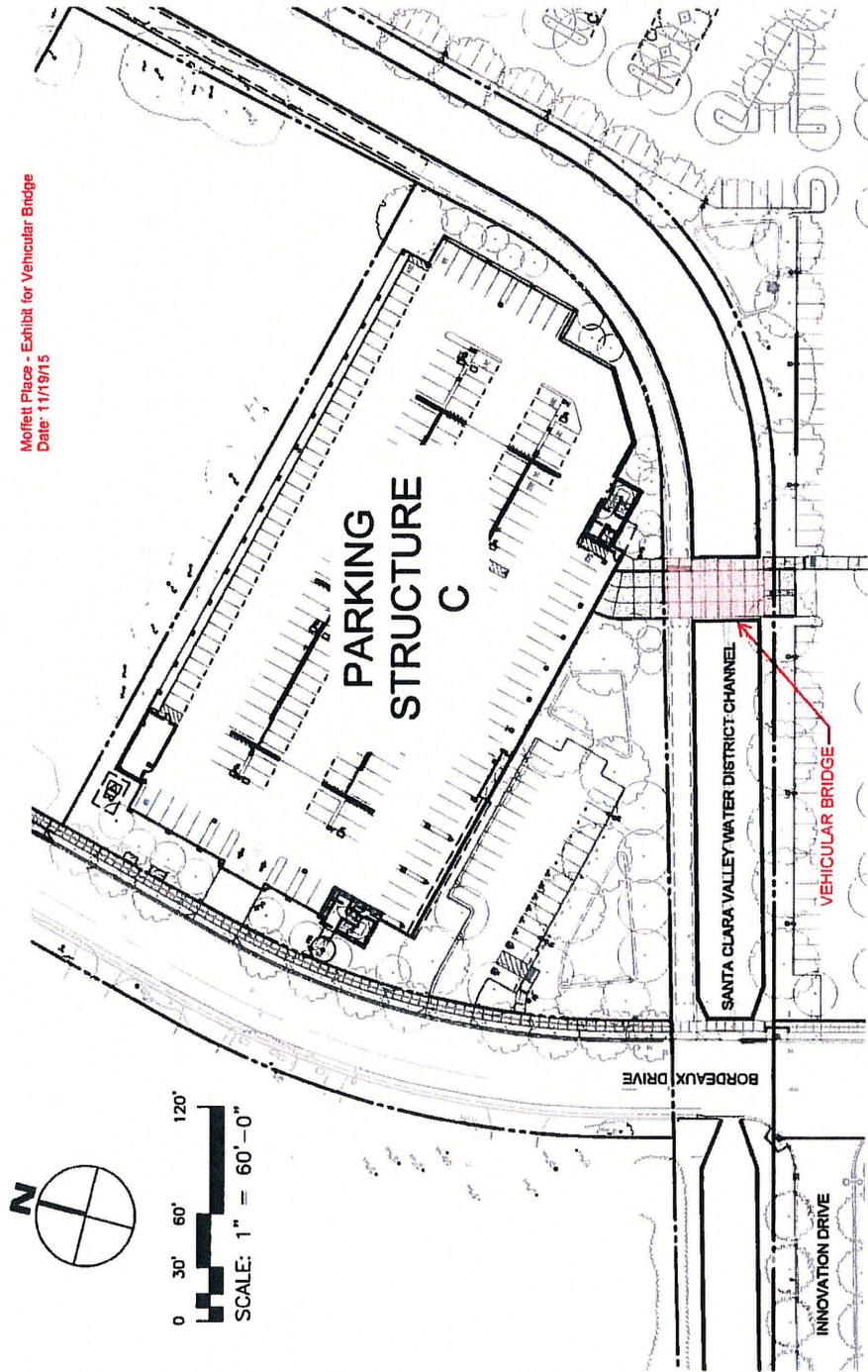
PARCEL FOUR:

PARCEL 3, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED DECEMBER 16, 2014 IN BOOK 879 OF MAPS, PAGES 1 AND 2, SANTA CLARA COUNTY RECORDS.

APN: 110-25-038, 110-25-037, 110-35-007, 110-35-018

**Exhibit "C"**  
**To The Bridge Agreement**  
**Between**  
**Moffett Place LLC**  
**And**  
**Santa Clara Valley Water District**

Moffett Place - Exhibit for Vehicular Bridge  
Date: 11/19/15



**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

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 San Francisco    )

On September 27, 2016 before me, **Maia Jannele Harris, Notary Public,**  
(here insert name and title of officer),

personally appeared **Phillip A. Verinsky**, 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)



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STATE OF CALIFORNIA        )  
  ) SS.  
County of                        )

On \_\_\_\_\_ before me, \_\_\_\_\_ (here insert name and title of officer), 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.

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WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(Seal )