

SANTA CLARA VALLEY WATER DISTRICT REAL PROPERTY EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into by and between the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District created by the California Legislature (hereinafter "DISTRICT") and Silicon Valley Club, LLC, a Delaware limited liability company (hereinafter "DEVELOPER"), upon execution by DISTRICT (hereinafter "Effective Date"). DISTRICT and DEVELOPER, each a party to this Agreement, may collectively be referred to as the PARTIES.

RECITALS

- A. WHEREAS, DEVELOPER owns fee title to that certain real property located in the neighborhood of Alviso, City of San Jose, State of California designated with Assessor Parcel Numbers 015-45-013 and 015-45-024 (hereafter, "Subject Property").
- B. WHEREAS, DISTRICT currently possesses easement rights to approximately 66,684 square feet on, over, under and upon portions of the Subject Property, which easement area to be conveyed is more particularly described and depicted in the attached **Exhibit 1** (hereinafter collectively, "Existing District Easements"); and,
- C. WHEREAS, DISTRICT obtained the Existing District Easements through agreements that were recorded as follows:
 - 1. A non-exclusive easement for ingress and egress and installation, construction, operation and maintenance of environmental improvement projects on, upon, over and across a portion of the Subject Property, per the "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Item 13; Area 2 & Foundation Area: North Half)" recorded December 6, 2002 as Instrument No. 16666911 of Official Records;
 - 2. A non-exclusive easement for ingress and egress and installation, construction, operation and maintenance of environmental improvement projects on, upon, over and across a portion of the Subject Property, per the "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area: South Half)" recorded December 6, 2002 as Instrument No. 16666912 of Official Records; and
 - 3. An easement for ingress and egress over a portion of the Subject Property, per the "Grant Deed" recorded March 11, 1977 in Book C657, page 732 of Official Records.
- D. WHEREAS, DEVELOPER requested a re-alignment of the portions of the Existing District Easements along the northerly portion of the Subject Property adjacent to the Guadalupe River to better align with the intended use of the site and for the District to quitclaim the small ingress/egress easement that does not provide benefit to the District. The re-aligned easement (the "New Easement") provides an easement more uniform in width and adds a contiguous area that is currently excluded from the easement.

- E. WHEREAS, DISTRICT and DEVELOPER desire to exchange the Existing District Easements for a "New Easement" described and depicted in Exhibit 2.
- F. WHEREAS, Section 31 of the District Act (California Water Code, Appendix Chapter 60) provides that the Board of Directors may by a majority vote exchange real property of equal value with any person, firm, or corporation where the real property to be exchanged is not required for district use and the property to be acquired is required for district use.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Mutual Conveyances:** DISTRICT agrees to Quitclaim the Existing District Easements to DEVELOPER, and DEVELOPER agrees to grant the New Easement to DISTRICT.
 - a. Fifteen days after execution of this Agreement by both PARTIES, Deed Document with Real Estate File No. 3015-684, in the form of a grant deed covering the property particularly described therein will have been executed and delivered by Developer to Ms. Bradie Grimaldo, Real Estate Agent for District for the purpose of conveying said property to District.
 - b. Fifteen days after execution of this Agreement by both PARTIES, Deed Document No. 3015-55.4 & 503.1, in the form of a quitclaim deed covering the property particularly described therein will have been executed and delivered by Ms. Bradie Grimaldo, Real Estate Agent for District, to Developer for the purpose of conveying said property to Developer.
 - c. DISTRICT and DEVELOPER agree that this exchange of property interests shall be at no cost to either party; however, Developer shall pay District for administrative costs associated with processing this real estate transaction.
 - d. The performance of this agreement constitutes the entire consideration of the properties or interests described in the exchanged deed documents (hereinafter called "the property") and shall constitute the entire payment of all claims including all interest and damages including severance. Upon completion of the conveyances described in this Section and delivery of possession, this agreement shall terminate.
2. **Condition of Title:** The DEVELOPER shall convey to DISTRICT the New Easement free of all mortgages, deeds of trust, mechanic liens, and all other monetary liens that materially interfere with the District exercising its easement rights.
3. **No New Encumbrances:** Developer shall not, after full execution of this Exchange Agreement, cause or permit any new liens, covenants, conditions, restrictions, easements or any other matter to encumber the portion of Developer's property located within the area of the easement to be conveyed to District by record or otherwise except for matters which do not materially interfere with the District's exercise of its easement rights.
4. **Real Property Taxes:** Real property taxes and assessments, if any, on the Easement Exchange shall be prorated with each party responsible for paying property taxes and assessments, including any and all interest and penalties on their respective property up to the date of recordation of the grant deed and quitclaim deed to the respective party.

5. **Scope and Use:** The New Easement shall be used for ingress and egress and to install, construct, operate and maintain environmental improvement projects. The New Easement shall include the right to construct, reconstruct, inspect, maintain, and repair of environmental improvements, monitoring devices, and appurtenant structures, together with the right to install, remove or trim vegetation within the easement area as may constitute a hazard to persons or property or may interfere with the use of said area for the purpose granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take there from and use earth, rock, sand, and gravel for construction, maintenance, and repair of District's improvements that are permitted hereunder, and for the installation, utilization and maintenance of monitoring devices, and appurtenant structure(s) by District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary.

Said easement area shall be kept clear of any type of building, fences, structure, pavement, building materials, debris or trees unless prior written approval is obtained from the District. Notwithstanding the foregoing, the New Easement shall be subject to all existing encumbrances.

Subject to the Easement Exchange Agreement, the New Easement shall not include any liability, financial responsibility or duty to maintain, or any right to disturb in any way whatsoever, the sanitary landfill closure improvements, including any monitoring wells associated with the landfill, underlying the New Easement, whatsoever.

6. **Utilization of Easement:** No monetary compensation shall be required by the Developer, its successors and assigns, or on-site tenants from the District for exercising its rights to use New Easement.
7. **Conditions to Effectiveness:** This Exchange Agreement shall not be binding or effective against District until the District's governing board has adopted a resolution that approves this Exchange Agreement.
8. **Possession:** Possession of the property granted and quitclaimed pursuant to this Agreement shall be delivered within 10 calendar days after recordation of the grant deed and quitclaim deed.
9. **Representations and Warranties:** Each party, on behalf of itself and the property subject to this Agreement that it currently owns or has easement rights upon, makes the following representations and warranties:
 - a. **Authority:** Each party represents and warrants, as of the date of execution of the Exchange Agreement(i) that it has full legal right, power and authority to execute and fully perform its obligations under this Exchange Agreement and (ii) that the persons executing this Exchange Agreement and other documents required hereunder are authorized to do so.
 - b. **Indemnification from District:** District shall indemnify, defend, and hold harmless Developer and its officers, employees and agents from and against any and all claims, liabilities, losses, damages, suits, actions, expenses, and demands of any kind or nature, resulting from or arising out of any breach by the District of their representations, warranties or covenants contained in this agreement, except to the

extent such loss or damage is caused by or arises out of the negligence or willful misconduct of, or arises out of a breach by, the Developer, its officers, employees, or agents.

- c. **Indemnification from Developer:** Developer shall indemnify, defend, and hold harmless District and its officers, employees and agents from and against any and all claims, liabilities, losses, damages, suits, actions, expenses, and demands of any kind or nature, resulting from or arising out of any breach by the Developer of their representations, warranties or covenants contained in this agreement, except to the extent such loss or damage is caused by or arises out of the negligence or willful misconduct of, or arises out of a breach by, the District, its officers, employees, or agents.
- d. **Real Estate commissions:** District is under no obligation or liability to pay any such commission or compensation to any broker or finder arising from, related to, or in connection with this transaction.
- e. **Survival of Representations and Warranties:** The representations and warranties given by the parties in this Section 9, Representations and Warranties, including the promises to indemnify, under this Exchange Agreement shall survive the delivery of the grant deeds to each party.

10. General Provisions:

- a. **Counterparts:** This Exchange Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Exchange Agreement after each part has signed such a counterpart.
- b. **Entire Agreement:** This Agreement represents the entire and integrated agreement of the parties hereto. Both parties hereto expressly acknowledge, warrant, and understand that there are no statements, representations, inducements, or agreements made by or between the parties hereto or their respective agents and representatives, except as expressly set forth herein. No amendment, supplement or termination hereof shall be valid except by way of a writing subscribed by the parties hereto.
- c. **Further Assurances:** The parties agree to perform such further acts and to execute and deliver such additional document and instruments as may be reasonable required in order to carry out the provisions of this Exchange Agreement and the intentions of the parties.
- d. **Modifications waiver:** No modifications, waiver, amendment or discharge of this Exchange Agreement shall be valid unless the same is in writing and signed by both parties.
- e. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action brought to enforce this Agreement shall be initiated in the County of Santa Clara, California.
- f. **Severability:** In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provision shall not be affected thereby.
- g. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.

- h. **Effective Date:** The Effective Date of this Exchange Agreement shall be the date upon which approval has been granted by the District governing board.
- i. **Attorney's Fees:** in the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees.

11. **NOTICES:** All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by a commercial overnight courier service, or sent by certified mail, postage prepaid, return receipt required, to the following addresses:

DISTRICT: Sue Turner
 Real Estate Services Unit Manager
 Santa Clara Valley Water District
 5750 Almaden Expressway
 San Jose, CA 95118

DEVELOPER: Silicon Valley Club, LLC
 Attn: Devang Shah
 579 Clyde Avenue, Suite 340
 Mountain View, CA 94043

Said addresses may be changed from time to time by notice to the other party as provided for in this section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

DISTRICT:

 Norma J. Camacho
 Chief Executive Officer

 Date

DEVELOPER:

Signature: _____
 Print Name: _____
 Title: _____

 Date

Exhibit 1



BKF Job No.: 19990039
November 8, 2018

EXHIBIT A1 LEGAL DESCRIPTION

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records, and also being a portion of Parcel 27 as described in that certain document entitled, "Grant Deed" recorded on March 11, 1977 in Book C657 at Page 728 of Official Records of said county, and more particularly described as follows;

BEGINNING at the most southeasterly corner of Adjusted Parcel 3 as described in said Grant Deed;

Thence leaving said southeasterly corner, South 79°35'00" West, 53.11 feet, along the most southerly line of said Parcel 3 as described in said Grant Deed.

Thence leaving said southerly line, North 10°25'00" West, 7.98 feet to the **TRUE POINT OF BEGINNING** of this description, and the beginning of a curve to the right having a radius of 1,457.00 feet;

Thence along said curve, through a central angle of 1°01'37", an arc length of 26.11 feet;

Thence South 61° 23' 50" West, 126.55 feet;

Thence South 48° 24' 45" West, 41.92 feet;

Thence South 89° 20' 23" East, 10.27 feet, to the southerly line of said Adjusted Parcel 3;

Thence along said southerly line, North 55° 44' 44" East, 23.40 feet, to the beginning of a curve to the right, having a radius of 230.00 feet;

Thence continuing along said southerly line, along said curve, through a central angle of 23°50'16", an arc length of 95.69 feet;

Thence continuing along said southerly line, North 79° 35' 00" East, 8.02 feet;

Thence leaving said southerly line, North 61° 23' 50" East, 25.57 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 2,458 square feet, more or less.

Exhibit 1



BKF Job No.: 19990039
November 8, 2018

The intent of this legal description to describe the identical parcel of land as originally granted as it exists within said Adjusted Parcel 3.

A plat of this description, entitled "EXHIBIT B1, Plat to Accompany Exhibit A1", is attached hereto and made a part hereof as page 3 of 3.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

A handwritten signature in blue ink, appearing to read 'DJ', is written over a light blue rectangular background.

David Jungmann, PLS 9267



11/08/2018

DATE

END OF DESCRIPTION

Exhibit 1

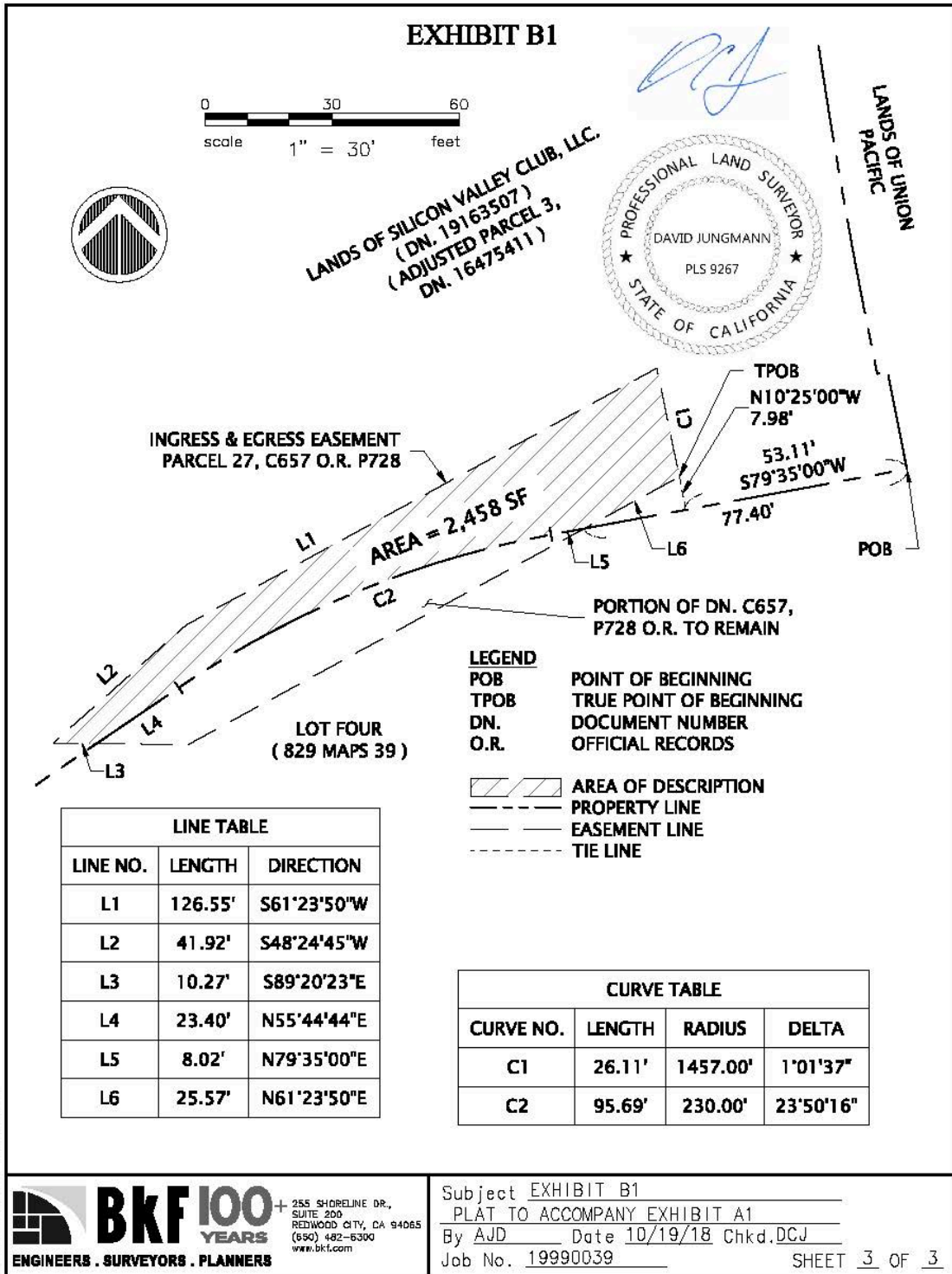


Exhibit 1



BKF Job No.: 19990039
October 19, 2018

EXHIBIT A2 LEGAL DESCRIPTION

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records, and also being a portion of land as described in that certain document entitled, "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area; South Half)" recorded on December 6, 2002 as Instrument No. 16666912 of Official Records, and more particularly described as follows;

FOUNDATION AREA NORTH HALF:

BEGINNING at the westerly common corner of said Adjusted Parcel 3 and the Lands of the State of California as described in that certain document recorded on February 16, 1989 in Book K850 at Page 1676, Official Records of said county, being a point on the easterly line of Parcel 1 as described in that certain Grant Deed recorded on December 5, 2007, as Instrument No. 19672804 of Official Records of said county;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence northerly along the westerly line of said Adjusted Parcel 3 the following two (2) courses

- 1) North 32°42'56" West, 0.92 feet;
- 2) North 30°20'08" West, 65.17 feet to the said common corner;

Thence along the northerly common line of said Adjusted Parcel 3 and the said Lands of the State of California, the following thirteen (13) courses:

- 1) South 82°20'07" East, 68.50 feet;
- 2) South 54°15'22" East, 27.00 feet;
- 3) South 70°38'49" East, 49.81 feet;
- 4) South 73°23'04" East, 59.48 feet;
- 5) South 81°35'32" East, 75.31 feet;
- 6) South 82°58'30" East, 98.24 feet;
- 7) South 79°23'48" East, 70.70 feet;
- 8) South 74°39'29" East, 32.14 feet;
- 9) South 70°25'39" East, 64.21 feet;
- 10) South 73°05'21" East, 137.50 feet;

Exhibit 1



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- 11) South 85°10'07" East, 89.45 feet;
- 12) South 00°01'36" West, 41.00 feet;
- 13) South 73°20'32" East, 46.66 feet to the easterly line of said Adjusted Parcel 3;

Thence along said easterly line, South 02°18'33" East, 55.15 feet;

Thence leaving said easterly line, the following ten (10) courses:

- 1) North 87°26'18" West, 7.11 feet;
- 2) North 72°06'34" West, 65.21 feet;
- 3) North 60°57'57" West, 45.14 feet;
- 4) North 42°54'10" West, 52.69 feet;
- 5) North 76°43'21" West, 74.85 feet;
- 6) North 74°48'06" West, 182.51 feet;
- 7) North 79°05'31" West, 45.55 feet;
- 8) North 82°45'42" West, 93.84 feet;
- 9) North 81°15'52" West, 79.41 feet;
- 10) North 73°03'09" West, 158.06 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 39,798 square feet, more or less.

FOUNDATION AREA SOUTH HALF:

BEGINNING at the most westerly corner of said Adjusted Parcel 3;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence easterly, leaving said common line of said Adjusted Parcel 3 the following ten (10) courses:

- 1) South 73°03'09" East, 158.06 feet;
- 2) South 81°15'52" East, 79.41 feet;
- 3) South 82°45'42" East, 93.84 feet;
- 4) South 79°05'31" East, 45.55 feet;
- 5) South 74°48'06" East, 182.51 feet;
- 6) South 76°43'21" East, 74.85 feet;
- 7) South 42°54'10" East, 52.69 feet;
- 8) South 60°57'57" East, 45.14 feet;
- 9) South 72°06'34" East, 65.21 feet;
- 10) South 87°26'18" East, 7.11 feet to a point on the easterly line of said parcel;

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Thence along said easterly line, the following two (2) courses:

- 1) South 02°18'33" East, 33.96 feet;
- 2) South 07°02'50" East, 16.39 feet;

Thence leaving said easterly line the following eleven (11) courses:

- 1) North 87°26'18" West, 19.46 feet;
- 2) North 72°06'34" West, 27.82 feet;
- 3) North 11°43'34" East, 44.37 feet;
- 4) North 78°16'26" West, 134.86 feet;
- 5) North 42°54'10" West, 7.66 feet;
- 6) North 76°43'21" West, 60.48 feet;
- 7) North 74°48'06" West, 181.47 feet;
- 8) North 79°05'31" West, 42.08 feet;
- 9) North 82°45'42" West, 92.89 feet;
- 10) North 81°15'52" West, 83.65 feet;
- 11) North 73°03'09" West, 109.27 feet to a point on the common line of said Adjusted Parcel 3 and said Parcel 1;

Thence along last said common line the following two (2) courses:

- 1) North 24°12'16" West, 28.43 feet;
- 2) North 32°42'56" West, 44.18 feet to the **TRUE POINT OF BEGINNING** of this description;

Containing an area of 35,173 square feet, more or less.

The following descriptions were taken from said Document Number 16666911:

All that certain real property in the City of San Jose and Santa Clara, County of Santa Clara, State of California, as described in the Lot Line Adjustment Grant Deed, Document Number 16475411, recorded September 12, 2002 in the office of the Recorder, County of Santa Clara, State of California containing an area of 69.917 ± acres.

OBSERVATION DECK

All that real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Adjusted Parcel 3, as said parcel is described in that certain grant deed filed for record on September 12, 2002 as Document No. 16475412, Santa Clara County Records and being more particularly described as follows:

AREA A:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses;

- 1) South 30°20'08" East, 65.17 feet;

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- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

Thence leaving said line, along the following two (2) courses:

- 1) South 73°03'09" East, 109.27 feet;
- 2) South 81°15'52" East, 83.65 feet;

Thence South 82°45'42" East, 59.15 feet to the **TRUE POINT OF BEGINNING NO. 1**;
Thence North 11°43'37" East, 75.62 feet;
Thence South 78°16'26" East, 62.00 feet;
Thence South 11°43'34" West, 72.57 feet;
Thence North 79°05'31" West, 28.36 feet;
Thence North 82°45'42" West, 33.75 feet to the **TRUE POINT OF BEGINNING NO. 1**, and
containing an area of 4,563 square feet, more or less.

AREA B:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses;

- 1) South 30°20'08" East, 65.17 feet;
- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

Thence leaving said line, South 73°03'09" East, 109.27 feet;
Thence South 81°15'52" East, 83.65 feet;
Thence South 82°45'42" East, 92.89 feet;
Thence South 79°05'31" East, 42.08 feet;
Thence South 74°48'06" East, 181.47 feet;
Thence South 76°43'21" East, 7.32 feet to the **TRUE POINT OF BEGINNING NO. 2**;
Thence North 11°43'37" East, 65.10 feet;
Thence South 78°16'26" East, 62.00 feet;
Thence South 11°43'34" West, 60.97 feet;
Thence South 78°16'26" East, 144.63 feet;
Thence South 11°43'34" West, 55.71 feet;
Thence North 72°06'34" West, 12.46 feet;
Thence North 11°43'34" East, 44.37 feet;
Thence North 78°16'26" West, 134.86 feet;
Thence North 42°54'10" West, 7.66 feet;
Thence North 76°43'21" West, 53.16 feet to the **TRUE POINT OF BEGINNING NO. 2**, and
containing an area of 6,117 square feet, more or less.

Exhibit 1



BKF Job No.: 19990039
October 19, 2018

The above descriptions were taken from that certain "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area; South Half)" document recorded on December 6, 2002 as Instrument No. 16666911 Official Records. The intent of this legal description to describe the identical parcel of land as originally granted as it exists within said Adjusted Parcel 3.

A plat showing the above described land is attached hereto as Exhibit B2 and made a part hereof as pages 6-9 of 9.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

A handwritten signature in blue ink, appearing to read "DJ", is written over a horizontal line.

David Jungmann, PLS 9267



October 19, 2018
DATE

END OF DESCRIPTION

Exhibit 1

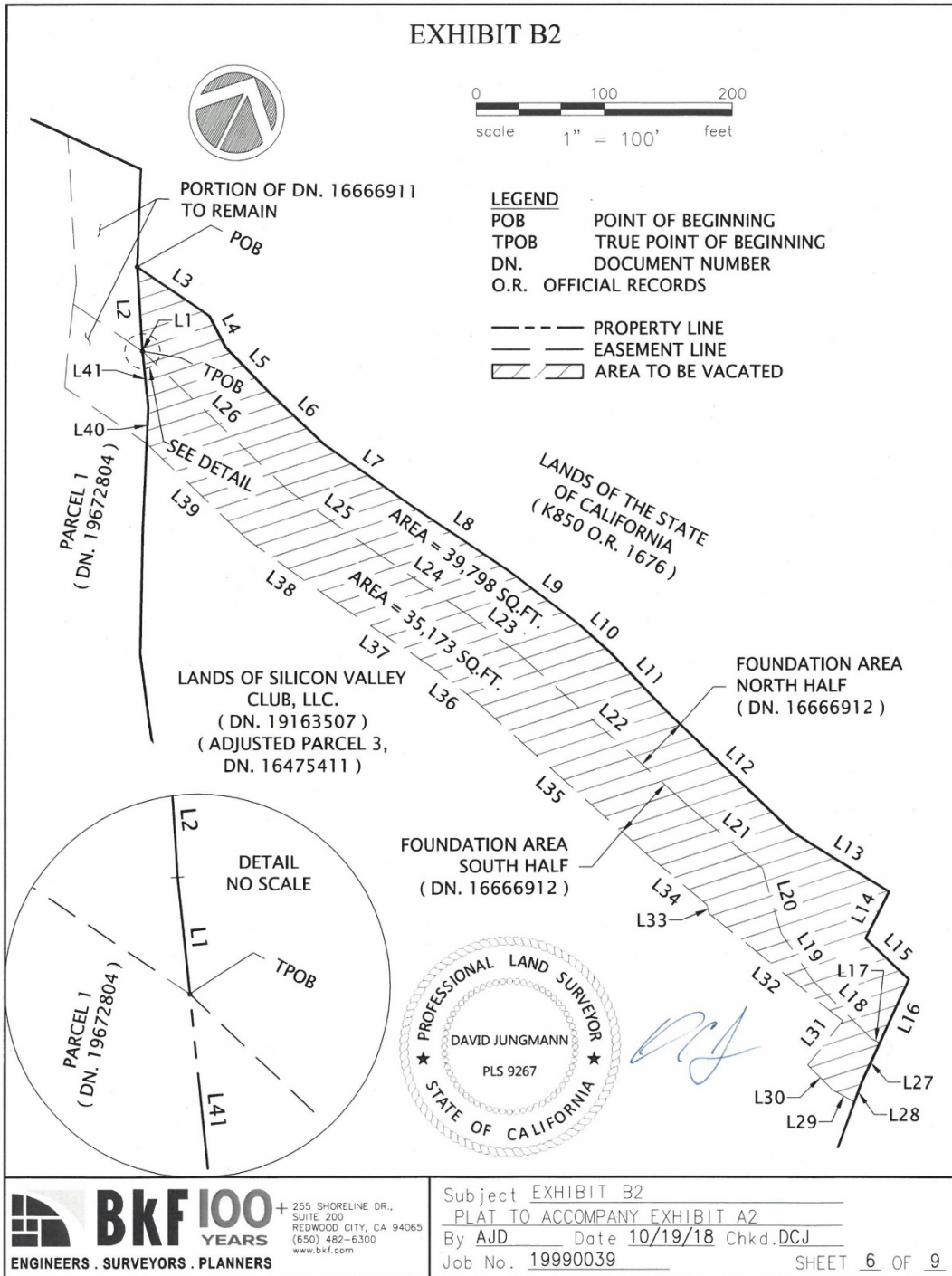


Exhibit 1

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N32°42'56"W	0.92'
L2	N30°20'08"W	65.17'
L3	S82°20'07"E	68.50'
L4	S54°15'22"E	27.00'
L5	S70°38'49"E	49.81'
L6	S73°23'04"E	59.48'
L7	S81°35'32"E	75.31'
L8	S82°58'30"E	98.24'
L9	S79°23'48"E	70.70'
L10	S74°39'29"E	32.14'
L11	S70°25'39"E	64.21'
L12	S73°05'21"E	137.50'
L13	S85°10'07"E	89.45'
L14	S00°01'36"W	41.00'
L15	S73°20'32"E	46.66'
L16	S02°18'33"E	55.15'
L17	N87°26'18"W	7.11'
L18	N72°06'34"W	65.21'
L19	N60°57'57"W	45.14'
L20	N42°54'10"W	52.69'
L21	N76°43'21"W	74.85'
L22	N74°48'06"W	182.51'
L23	N79°05'31"W	45.55'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L24	N82°45'42"W	93.84'
L25	N81°15'52"W	79.41'
L26	N73°03'09"W	158.06'
L27	S02°18'33"E	33.96'
L28	S07°02'50"E	16.39'
L29	N87°26'18"W	19.46'
L30	N72°06'34"W	27.82'
L31	N11°43'34"E	44.37'
L32	N78°16'26"W	134.86'
L33	N42°54'10"W	7.66'
L34	N76°43'21"W	60.48'
L35	N74°48'06"W	181.47'
L36	N79°05'31"W	42.08'
L37	N82°45'42"W	92.89'
L38	N81°15'52"W	83.65'
L39	N73°03'09"W	109.27'
L40	N24°12'16"W	28.43'
L41	N32°42'56"W	44.18'

DRAWING NAME: Y:\Supp\990039-36-F4#S(SUR\Mapping)\P&L\PLAT_2_OC_16666912.dwg
PLOT DATE: 10-19-18 PLOTTED BY: dell

BKF 100 YEARS
ENGINEERS . SURVEYORS . PLANNERS

255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

Subject EXHIBIT B2
 PLAT TO ACCOMPANY EXHIBIT A2
 By AJD Date 10/19/18 Chkd. DCJ
 Job No. 19990039 SHEET 7 OF 9

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Exhibit 1

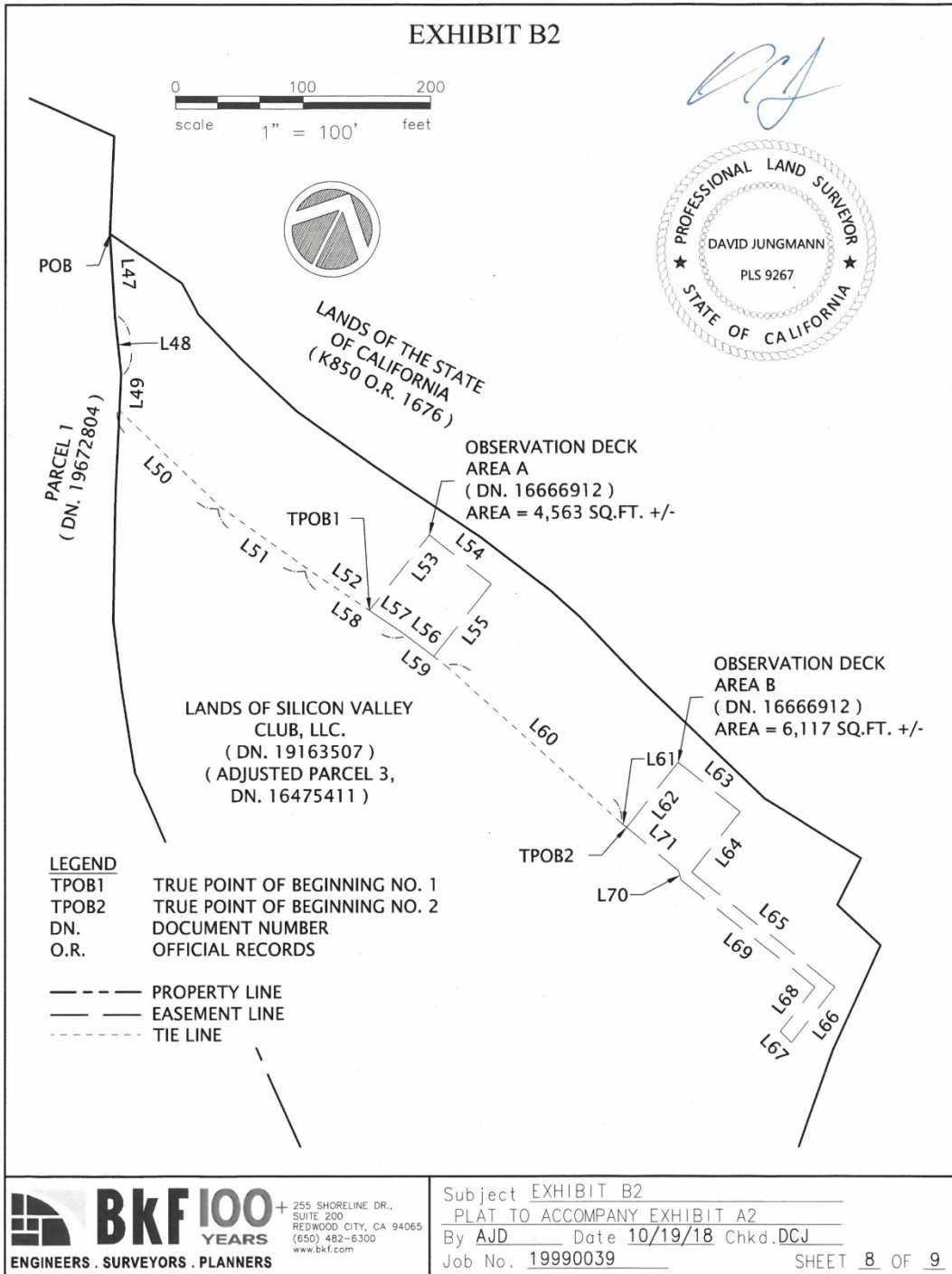


Exhibit 1

EXHIBIT B2

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L47	S30°20'08"E	65.17'
L49	S24°12'16"E	28.43'
L50	S73°03'09"E	109.27'
L51	S81°15'52"E	83.65'
L52	S82°45'42"E	59.15'
L53	N11°43'37"E	75.62'
L54	S78°16'26"E	62.00'
L55	S11°43'34"W	72.57'
L56	N79°05'31"W	28.36'
L57	N82°45'42"W	33.75'
L58	S82°45'42"E	92.89'
L59	S79°05'31"E	42.08'
L60	S74°48'06"E	181.47'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L61	S76°43'21"E	7.32'
L62	N11°43'37"E	65.10'
L63	S78°16'26"E	62.00'
L64	S11°43'34"W	60.97'
L65	S78°16'26"E	144.63'
L66	S11°43'34"W	55.71'
L67	N72°06'34"W	12.46'
L68	N11°43'34"E	44.37'
L69	N78°16'26"W	134.86'
L70	N42°54'10"W	7.66'
L71	N76°43'21"W	53.16'

DRAWING NAME: K:\S\19\1900039\36 F48\SYSTEM\Mapping\PA\PLAT_2.DC_16666912.dwg
PLOT DATE: 10-19-18 PLOTTED BY: dell

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 PLAT TO ACCOMPANY EXHIBIT A2
 By AJD Date 10/19/18 Chkd. DCJ
 Job No. 19990039 SHEET 9 OF 9

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Exhibit 1



BKF Job No.: 19990039
October 19, 2018

EXHIBIT A3 LEGAL DESCRIPTION

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records and also being a portion of land as described in that certain document entitled, "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Item 13; Area 2 & Foundation Area; North Half)" recorded on December 6, 2002 as Instrument No. 16666911 of Official Records, and more particularly described as follows;

FOUNDATION AREA NORTH HALF:

BEGINNING at the westerly common corner of said Adjusted Parcel 3 and the Lands of the State of California as described in that certain document recorded on February 16, 1989 in Book K850 at Page 1676, Official Records of said county, being a point on the easterly line of Parcel 1 as described in that certain Grant Deed recorded on December 5, 2007, as Instrument No. 19672804 of Official Records of said county;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence northerly along the westerly line of said Adjusted Parcel 3 the following two (2) courses

- 1) North 32°42'56" West, 0.92 feet;
- 2) North 30°20'08" West, 65.17 feet to the said common corner;

Thence along the northerly common line of said Adjusted Parcel 3 and the said Lands of the State of California, the following thirteen (13) courses:

- 1) South 82°20'07" East, 68.50 feet;
- 2) South 54°15'22" East, 27.00 feet;
- 3) South 70°38'49" East, 49.81 feet;
- 4) South 73°23'04" East, 59.48 feet;
- 5) South 81°35'32" East, 75.31 feet;
- 6) South 82°58'30" East, 98.24 feet;
- 7) South 79°23'48" East, 70.70 feet;
- 8) South 74°39'29" East, 32.14 feet;
- 9) South 70°25'39" East, 64.21 feet;
- 10) South 73°05'21" East, 137.50 feet;

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BKF Job No.: 19990039
October 19, 2018

- 11) South 85°10'07" East, 89.45 feet;
- 12) South 00°01'36" West, 41.00 feet;
- 13) South 73°20'32" East, 46.66 feet to the easterly line of said Adjusted Parcel 3;

Thence along said easterly line, South 02°18'33" East, 55.15 feet;

Thence leaving said easterly line, the following ten (10) courses:

- 1) North 87°26'18" West, 7.11 feet;
- 2) North 72°06'34" West, 65.21 feet;
- 3) North 60°57'57" West, 45.14 feet;
- 4) North 42°54'10" West, 52.69 feet;
- 5) North 76°43'21" West, 74.85 feet;
- 6) North 74°48'06" West, 182.51 feet;
- 7) North 79°05'31" West, 45.55 feet;
- 8) North 82°45'42" West, 93.84 feet;
- 9) North 81°15'52" West, 79.41 feet;
- 10) North 73°03'09" West, 158.06 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 39,798 square feet, more or less.

FOUNDATION AREA SOUTH HALF:

BEGINNING at the most westerly corner of said Adjusted Parcel 3;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence easterly, leaving said common line of said Adjusted Parcel 3 the following ten (10) courses:

- 1) South 73°03'09" East, 158.06 feet;
- 2) South 81°15'52" East, 79.41 feet;
- 3) South 82°45'42" East, 93.84 feet;
- 4) South 79°05'31" East, 45.55 feet;
- 5) South 74°48'06" East, 182.51 feet;
- 6) South 76°43'21" East, 74.85 feet;
- 7) South 42°54'10" East, 52.69 feet;
- 8) South 60°57'57" East, 45.14 feet;
- 9) South 72°06'34" East, 65.21 feet;
- 10) South 87°26'18" East, 7.11 feet to a point on the easterly line of said parcel;

Exhibit 1



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Thence along said easterly line, the following two (2) courses:

- 1) South 02°18'33" East, 33.96 feet;
- 2) South 07°02'50" East, 16.39 feet;

Thence leaving said easterly line the following eleven (11) courses:

- 1) North 87°26'18" West, 19.46 feet;
- 2) North 72°06'34" West, 27.82 feet;
- 3) North 11°43'34" East, 44.37 feet;
- 4) North 78°16'26" West, 134.86 feet;
- 5) North 42°54'10" West, 7.66 feet;
- 6) North 76°43'21" West, 60.48 feet;
- 7) North 74°48'06" West, 181.47 feet;
- 8) North 79°05'31" West, 42.08 feet;
- 9) North 82°45'42" West, 92.89 feet;
- 10) North 81°15'52" West, 83.65 feet;
- 11) North 73°03'09" West, 109.27 feet to a point on the common line of said Adjusted Parcel 3 and said Parcel 1;

Thence along last said common line the following two (2) courses:

- 1) North 24°12'16" West, 28.43 feet;
- 2) North 32°42'56" West, 44.18 feet to the **TRUE POINT OF BEGINNING** of this description;

Containing an area of 35,173 square feet, more or less.

The following descriptions were taken from said Document Number 16666911:

All that certain real property in the City of San Jose and Santa Clara, County of Santa Clara, State of California, as described in the Lot Line Adjustment Grant Deed, Document Number 16475411, recorded September 12, 2002 in the office of the Recorder, County of Santa Clara, State of California containing an area of 69.917 ± acres.

OBSERVATION DECK

All that real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Adjusted Parcel 3, as said parcel is described in that certain grant deed filed for record on September 12, 2002 as Document No, 16475412, Santa Clara County Records and being more particularly described as follows:

AREA A:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses;

- 1) South 30°20'08" East, 65.17 feet;

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BKF Job No.: 19990039
October 19, 2018

- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

Thence leaving said line, along the following two (2) courses:

- 1) South 73°03'09" East, 109.27 feet;
- 2) South 81°15'52" East, 83.65 feet;

Thence South 82°45'42" East, 59.15 feet to the **TRUE POINT OF BEGINNING NO. 1**;
Thence North 11°43'37" East, 75.62 feet;
Thence South 78°16'26" East, 62.00 feet;
Thence South 11°43'34" West, 72.57 feet;
Thence North 79°05'31" West, 28.36 feet;
Thence North 82°45'42" West, 33.75 feet to the **TRUE POINT OF BEGINNING NO. 1**, and containing an area of 4,563 square feet, more or less.

AREA B:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses;

- 1) South 30°20'08" East, 65.17 feet;
- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

Thence leaving said line, South 73°03'09" East, 109.27 feet;
Thence South 81°15'52" East, 83.65 feet;
Thence South 82°45'42" East, 92.89 feet;
Thence South 79°05'31" East, 42.08 feet;
Thence South 74°48'06" East, 181.47 feet;
Thence South 76°43'21" East, 7.32 feet to the **TRUE POINT OF BEGINNING NO. 2**;
Thence North 11°43'37" East, 65.10 feet;
Thence South 78°16'26" East, 62.00 feet;
Thence South 11°43'34" West, 60.97 feet;
Thence South 78°16'26" East, 144.63 feet;
Thence South 11°43'34" West, 55.71 feet;
Thence North 72°06'34" West, 12.46 feet;
Thence North 11°43'34" East, 44.37 feet;
Thence North 78°16'26" West, 134.86 feet;
Thence North 42°54'10" West, 7.66 feet;
Thence North 76°43'21" West, 53.16 feet to the **TRUE POINT OF BEGINNING NO. 2**, and containing an area of 6,117 square feet, more or less.

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October 19, 2018

The above descriptions were taken from that certain "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area; South Half)" document recorded on December 6, 2002 as Instrument No. 16666911 Official Records. The intent of this legal description to describe the identical parcel of land as originally granted as it exists within said Adjusted Parcel 3.

A plat showing the above described land is attached hereto as Exhibit B3 and made a part hereof as pages 6-9 of 9.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

A handwritten signature in blue ink, appearing to read "DJ", is positioned above a horizontal line.

David Jungmann, PLS 9267



October 19, 2018
DATE

END OF DESCRIPTION

Exhibit 1

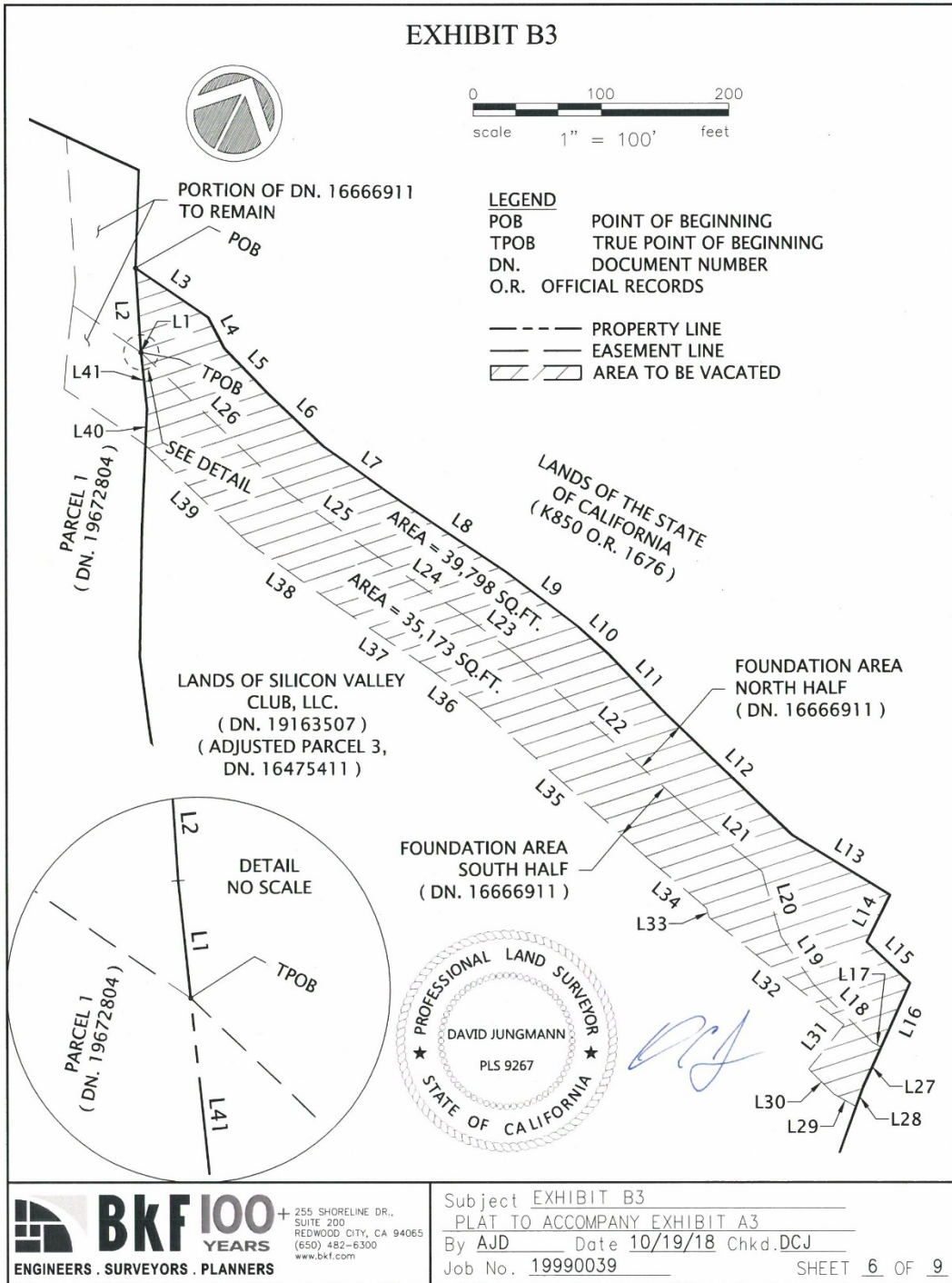


Exhibit 1

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N32°42'56"W	0.92'
L2	N30°20'08"W	65.17'
L3	S82°20'07"E	68.50'
L4	S54°15'22"E	27.00'
L5	S70°38'49"E	49.81'
L6	S73°23'04"E	59.48'
L7	S81°35'32"E	75.31'
L8	S82°58'30"E	98.24'
L9	S79°23'48"E	70.70'
L10	S74°39'29"E	32.14'
L11	S70°25'39"E	64.21'
L12	S73°05'21"E	137.50'
L13	S85°10'07"E	89.45'
L14	S00°01'36"W	41.00'
L15	S73°20'32"E	46.66'
L16	S02°18'33"E	55.15'
L17	N87°26'18"W	7.11'
L18	N72°06'34"W	65.21'
L19	N60°57'57"W	45.14'
L20	N42°54'10"W	52.69'
L21	N76°43'21"W	74.85'
L22	N74°48'06"W	182.51'
L23	N79°05'31"W	45.55'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L24	N82°45'42"W	93.84'
L25	N81°15'52"W	79.41'
L26	N73°03'09"W	158.06'
L27	S02°18'33"E	33.96'
L28	S07°02'50"E	16.39'
L29	N87°26'18"W	19.46'
L30	N72°06'34"W	27.82'
L31	N11°43'34"E	44.37'
L32	N78°16'26"W	134.86'
L33	N42°54'10"W	7.66'
L34	N76°43'21"W	60.48'
L35	N74°48'06"W	181.47'
L36	N79°05'31"W	42.08'
L37	N82°45'42"W	92.89'
L38	N81°15'52"W	83.65'
L39	N73°03'09"W	109.27'
L40	N24°12'16"W	28.43'
L41	N32°42'56"W	44.18'

DRAWING NAME: C:\Users\deli\appdata\local\temp\AcPublish_10040\PLAT_2_QC_1 6566911.dwg
PLOT DATE: 10-19-18 PLOTTED BY: deli

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 PLAT TO ACCOMPANY EXHIBIT A3
 By AJD Date 10/19/18 Chkd. DCJ
 Job No. 19990039 SHEET 7 OF 9

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Exhibit 1

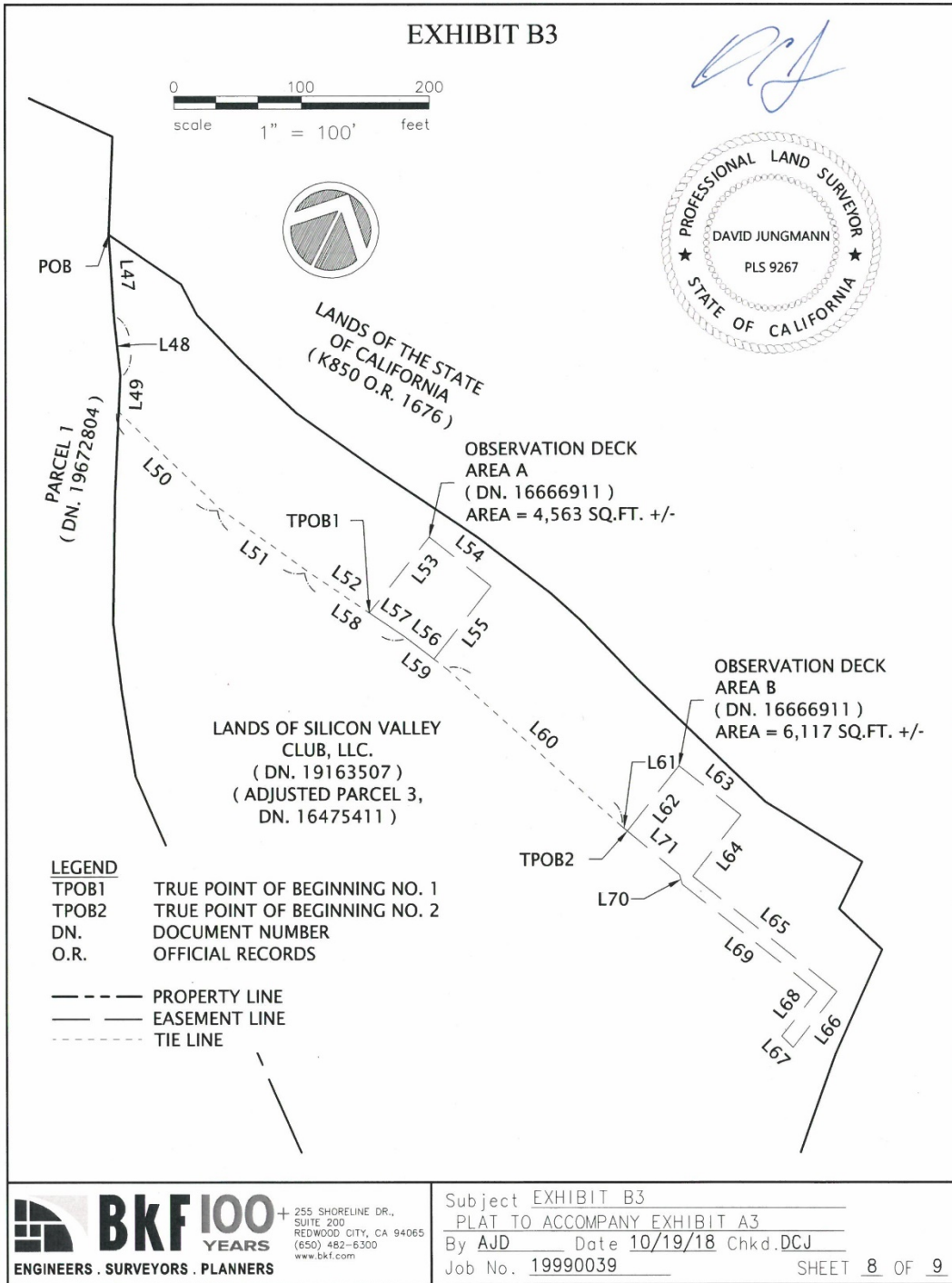


Exhibit 1

EXHIBIT B3

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L47	S30°20'08"E	65.17'
L49	S24°12'16"E	28.43'
L50	S73°03'09"E	109.27'
L51	S81°15'52"E	83.65'
L52	S82°45'42"E	59.15'
L53	N11°43'37"E	75.62'
L54	S78°16'26"E	62.00'
L55	S11°43'34"W	72.57'
L56	N79°05'31"W	28.36'
L57	N82°45'42"W	33.75'
L58	S82°45'42"E	92.89'
L59	S79°05'31"E	42.08'
L60	S74°48'06"E	181.47'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L61	S76°43'21"E	7.32'
L62	N11°43'37"E	65.10'
L63	S78°16'26"E	62.00'
L64	S11°43'34"W	60.97'
L65	S78°16'26"E	144.63'
L66	S11°43'34"W	55.71'
L67	N72°06'34"W	12.46'
L68	N11°43'34"E	44.37'
L69	N78°16'26"W	134.86'
L70	N42°54'10"W	7.66'
L71	N76°43'21"W	53.16'

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PLOT DATE: 10-19-18 PLOTTED BY: dell



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 By AJD Date 10/19/18 Chkd. DCJ
 Job No. 19990039 SHEET 9 OF 9

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Exhibit 2



BKF Job No.: 19990039
August 29, 2018

EXHIBIT A LEGAL DESCRIPTION

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records, more particularly described as follows;

BEGINNING at the westerly common corner of said Adjusted Parcel 3 and the Lands of the State of California as described in that certain document recorded on February 16, 1989 in Book K850 at Page 1676, Official Records of said county, being a point on the easterly line of Parcel 1 as described in that certain Grant Deed recorded on December 5, 2007, as Instrument No. 19672804 Official Records of said county;

Thence leaving said common corner along the common line of said Adjusted Parcel 3 and the said lands of the State of California the following thirteen (13) courses:

- 1) South 82° 20' 07" East, 68.50 feet;
- 2) South 54° 15' 22" East, 27.00 feet;
- 3) South 70° 38' 49" East, 49.81 feet;
- 4) South 73° 23' 04" East, 59.48 feet;
- 5) South 81° 35' 32" East, 75.31 feet;
- 6) South 82° 58' 30" East, 98.24 feet;
- 7) South 79° 23' 48" East, 70.70 feet;
- 8) South 74° 39' 29" East, 32.14 feet;
- 9) South 70° 25' 39" East, 64.21 feet;
- 10) South 73° 05' 21" East, 137.50 feet;
- 11) South 85° 10' 07" East, 89.45 feet;
- 12) South 00° 01' 36" West, 41.00 feet;
- 13) South 73° 20' 32" East, 46.66 feet, to a point on the easterly line of said Adjusted Parcel 3;

Thence continuing along said easterly line the following two (2) courses:

- 1) South 02° 18' 33" East, 89.12 feet;
- 2) South 07° 02' 50" East, 9.28 feet;

Thence leaving said easterly line the following two (2) courses:

- 1) South 82° 56' 14" West, 48.00 feet;
- 2) North 07° 02' 50" West, 23.67 feet, to the beginning of a curve to the left, having a radius of 25.00 feet;

Thence along said curve, through a central angle of 52°56'08", an arc distance of 23.10 feet, to the beginning of a reverse curve, having a radius of 35.00 feet;

Exhibit 2



BKF Job No.: 19990039

August 29, 2018

Thence along said curve, through a central angle of $67^{\circ}39'21''$, an arc distance of 41.33 feet, to the beginning of a reverse curve, having a radius of 25.00 feet;

Thence along said curve, through a central angle of $56^{\circ}14'50''$, an arc distance of 24.54 feet, to the beginning of a compound curve, having a radius of 112.00 feet;

Thence along said curve, through a central angle of $37^{\circ}24'28''$, an arc distance of 73.12 feet;

Thence North $86^{\circ}17'18''$ West, 66.36 feet;

Thence South $51^{\circ}11'38''$ West, 27.37 feet;

Thence North $86^{\circ}17'23''$ West, 11.33 feet, to the beginning of a curve to the right, having a radius of 264.50 feet;

Thence along said curve to the right, through a central angle of $16^{\circ}53'43''$, an arc distance of 78.00 feet thereon;

Thence North $69^{\circ}23'40''$ West, 106.22 feet, to the beginning of a curve to the left, having a radius of 33.50 feet;

Thence along said curve to the left, through a central angle of $59^{\circ}24'42''$, an arc distance of 34.74 feet thereon;

Thence South $51^{\circ}11'38''$ West, 22.82 feet;

Thence North $76^{\circ}08'38''$ West, 151.32 feet;

Thence North $66^{\circ}30'54''$ West, 49.85 feet;

Thence South $68^{\circ}23'51''$ West, 26.03 feet;

Thence South $65^{\circ}00'16''$ West, 22.85 feet, to a point on the common line of said Adjusted Parcel 3 and said Parcel 1;

Thence continuing along said common line the following three (3) courses:

1) North $24^{\circ}12'16''$ West, 55.40 feet;

2) North $32^{\circ}42'56''$ West, 45.10 feet;

3) North $30^{\circ}20'08''$ West, 65.17 feet, to the **POINT OF BEGINNING** of this description;

Containing an area of 66,872 square feet, more or less

A plat of this description, entitled "EXHIBIT B, Plat to Accompany Exhibit A", is attached hereto and made a part hereof as pages 3 & 4 of 4.

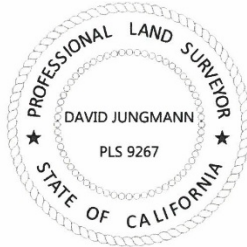
Exhibit 2



BKF Job No.: 19990039
August 29, 2018

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

David Jungmann, PLS 9267



SEPTEMBER 5, 2018

DATE

END OF DESCRIPTION

Exhibit 2

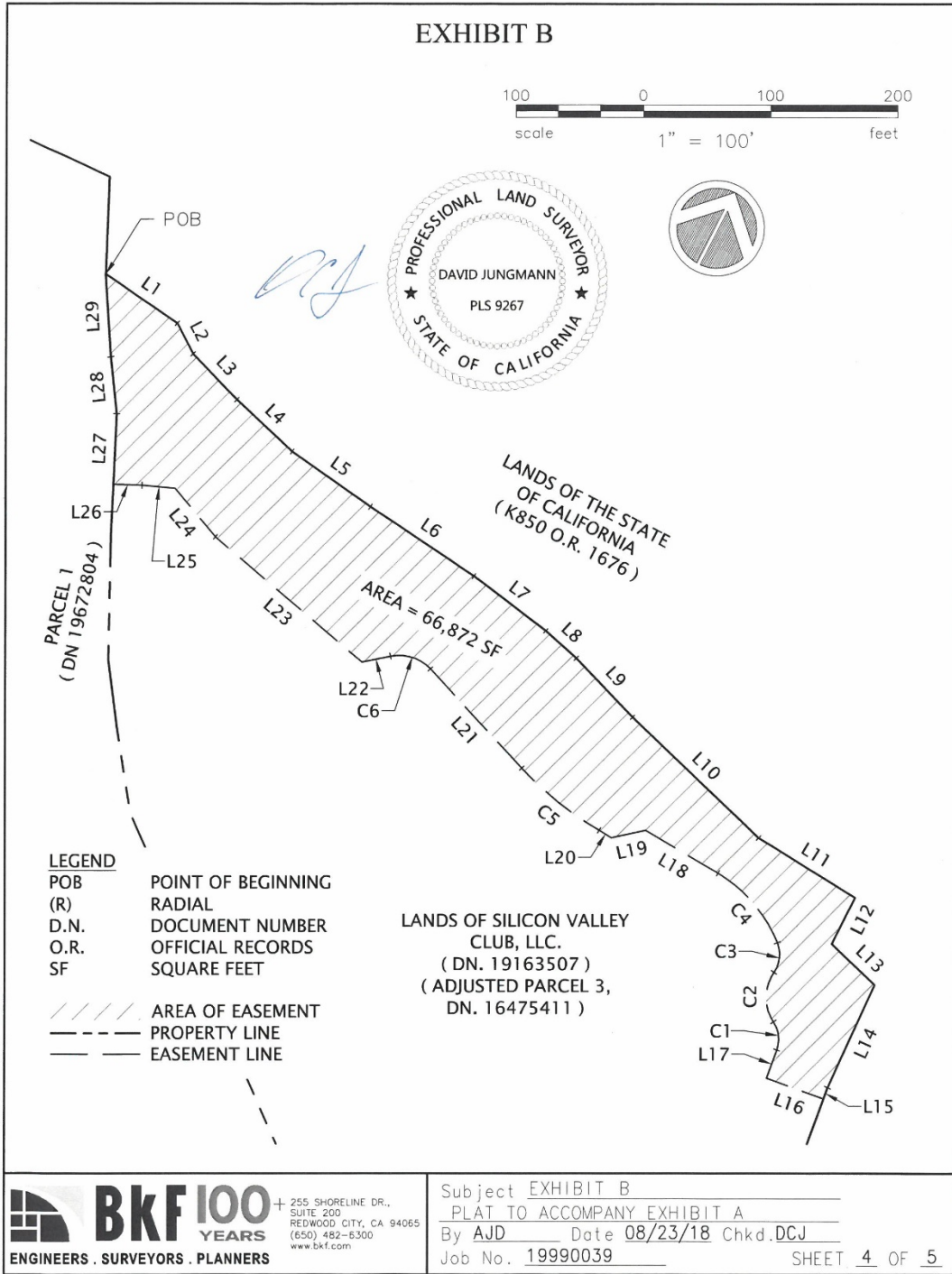


Exhibit 2

EXHIBIT B

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	68.50'	S82°20'07"E
L2	27.00'	S54°15'22"E
L3	49.81'	S70°38'49"E
L4	59.48'	S73°23'04"E
L5	75.31'	S81°35'32"E
L6	98.24'	S82°58'30"E
L7	70.70'	S79°23'48"E
L8	32.14'	S74°39'29"E
L9	64.21'	S70°25'39"E
L10	137.50'	S73°05'21"E
L11	89.45'	S85°10'07"E
L12	41.00'	S00°01'36"W
L13	46.66'	S73°20'32"E
L14	89.12'	S02°18'33"E
L15	9.28'	S07°02'50"E
L16	48.00'	S82°56'14"W
L17	23.67'	N07°02'50"W
L18	66.36'	N86°17'18"W
L19	27.37'	S51°11'38"W
L20	11.33'	N86°17'23"W

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L21	106.22'	N69°23'40"W
L22	22.82'	S51°11'38"W
L23	151.32'	N76°08'38"W
L24	49.85'	N66°30'54"W
L25	26.03'	S68°23'51"W
L26	22.85'	S65°00'16"W
L27	55.40'	N24°12'16"W
L28	45.10'	N32°42'56"W
L29	65.17'	N30°20'08"W

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	23.10'	25.00'	52°56'08"
C2	41.33'	35.00'	67°39'21"
C3	24.54'	25.00'	56°14'50"
C4	73.12'	112.00'	37°24'28"
C5	78.00'	264.50'	16°53'43"
C6	34.74'	33.50'	59°24'42"

DRAWING NAME: K:\Survey\990039-16 FR-85 SUR Mapping\961\view exstement.dwg
PLOT DATE: 08-23-18 PLOTTED BY: dall

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Subject EXHIBIT B
PLAT TO ACCOMPANY EXHIBIT A
 By AJD Date 08/23/18 Chkd. DCJ
 Job No. 1999-0039-100 SHEET 5 OF 5

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