

Attachment 4

Cover Page

Assignment of Utility and Ingress/Egress Easements

74 pages to follow

Recorded at the request of and when recorded return to:

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY
Real Estate & Transit-Oriented Development
3331 North First Street, Bldg. A
San Jose, CA 95134-1906

Record Without Fee
California Government Code §6103 & §27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

Project.: Silicon Valley Berryessa Extension (SVBX)
Project Parcel Nos.: B2250-06-01; B2250-14-01 (3/3A)
SCVWD No.: 9433-22
APN.: 092-08-096 (portion)
Santa Clara County, California

THE ASSIGNOR HEREBY DECLARES: THIS INSTRUMENT IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE AND FROM RECORDING FEES PURSUANT TO SECTION 6103 & 27383 OF THE CALIFORNIA GOVERNMENT CODE. GOVERNMENT AGENCY ACQUIRING TITLE

Assignment of Utility and Ingress/Egress Easements

For valuable consideration, receipt of which is hereby acknowledged, **SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**, a California special district ("Assignor"), does hereby assign, transfer and convey to **SANTA CLARA VALLEY WATER DISTRICT**, a special district, created by the California State Legislature, all of Assignor's rights, title, interests and obligations under (1) that certain Utility Easement designated as Parcel B2250-06 and described in Exhibit "B" of the Final Order of Condemnation recorded on February 24, 2021, in the Official Records of the Santa Clara County Recorder as Document No. 24845817 ("FOC") and (2) that certain Ingress and Egress Easement designated as Parcel B2250-14 and described in Exhibit "B" of the FOC.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment this 14th day of October, 2025 ("Effective Date").

**SANTA CLARA VALLEY TRANSPORTATION
AUTHORITY**, a California special district

By: 
Carolyn M. Gonot
General Manager/CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

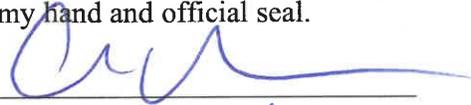
State of CA

County of Santa Clara

On 10/9/25 before me, Christina Mendoza a Notary Public, personally appeared Carayn Marie Gonot, 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: 

Name: Christina Mendoza
(typed or printed)



(Seal)

Project: Silicon Valley Berryessa Extension (SVBX)
Parcel No.: B2250-06-01 and B2250-14-01 (3/3A)
Grantor.: Santa Clara Valley Transportation Authority
Deed Type: Assignment of Utility and Ingress/Egress Easements

CERTIFICATE OF ACCEPTANCE



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)

COPY

24845817

Regina Alcomendras
Santa Clara County - Clerk-Recorder
02/24/2021 11:30 AM

RECORDING REQUESTED BY:

CONFORMED COPY

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

EVELYNN TRAN, SB #203473
General Counsel and Interim General
SUSANA INDA, SB #303668
Assistant Counsel
Santa Clara Valley Transportation Authority
3331 North First Street
San Jose, CA 95134-1906
Telephone: 408-321-5550

WHEN RECORDED MAIL TO:

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY
Office of the General Counsel
3331 North First Street
San Jose, CA 95134-1906

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

FINAL ORDER OF CONDEMNATION

Santa Clara Valley Transportation Authority v. Montague Parkway Associates, LP, et al.

Santa Clara County Superior Court No. 12-CV-220334

No fee required pursuant to Gov't Code § 6103

SEPARATE PAGE, PURSUANT TO GOV'T CODE § 27361.6

1 **IT APPEARING** to this Court that Plaintiff SANTA CLARA VALLEY TRANSPORTATION
2 AUTHORITY ("VTA") commenced this now consolidated action on March 8, 2012 to acquire certain real
3 property interests in and to a portion of property located at 755 E. Capital Avenue, Milpitas, California
4 [APN 092-08-096] (the "MPA Property"), portions of which are being acquired by VTA and described in
5 the attached Exhibit "A" (fee interests), Exhibit "B" (permanent easements) and Exhibit "C" (temporary
6 construction easements). These property interests are being acquired for the construction of the BART
7 Silicon Valley Berryessa Extension Project (the "Project").

8 **THE COURT FINDS** that the Judgment in Condemnation has been entered in the above-entitled
9 action in the office of the Clerk of the Santa Clara County Superior Court, State of California; that Judgment
10 having been ordered, adjudged and decreed that Plaintiff VTA is entitled to take by condemnation the
11 property and property interests described in Exhibits "A", "B" and "C" hereto; that the Judgment in
12 Condemnation, as stipulated by the parties, ordered that a Final Order may be entered upon satisfactory
13 evidence that the monetary compensation has been paid to MPA, for the taking of the property and property
14 interests; that VTA has paid to Defendant MONTAGUE PARKWAY ASSOCIATES, LP, a California
15 limited partnership ("MPA") the monetary amount set forth in the Judgment in Condemnation entered
16 herein, which, along with the improvements which VTA has completed on the remainder MPA Property
17 described in Exhibit "D" attached hereto and incorporated herein, constitute full and just compensation for
18 the taking of the property and property interests.

19 **THIS COURT FURTHER FINDS** that MPA shall retain, and VTA will not extinguish the
20 reservation of the roadway easement recorded in Santa Clara County, Book 7977 Page 149, dated December
21 20th, 1967, for which MPA is the successor in interest, and that VTA will retain all rights as the underlying
22 fee owner which are consistent with the roadway easement.

23 **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the
24 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendants
25 CITY OF MILPITAS, a municipal corporation, and FIRST AMERICAN TITLE INSURANCE
26 COMPANY, a California corporation, both having filed disclaimers of interest pursuant to California Code
27 of Civil Procedure section 1250.325, disclaim any and all rights, title or interest in or to any of the real
28 property taken by VTA, or to the compensation awarded in the action, and therefore, Judgment is entered
against them and they are not entitled to any compensation under this Judgment.

FINAL ORDER OF CONDEMNATION

90293

1 EVELYNN N. TRAN, SB #203473
General Counsel
2 SUSANA INDA, SB #303668
Assistant Counsel
3 Santa Clara Valley Transportation Authority
3331 North First Street, C-2
4 San Jose, California 95134-1906
Telephone No.: (408) 321-5550
5 Facsimile No.: (408) 321-7547

Filed
January 29, 2021
Clerk of the Court
Superior Court of CA
County of Santa Clara
2012-1-CV-220334
By: raragon

6 Attorneys for Plaintiff
7 Santa Clara Valley Transportation Authority

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA
10 UNLIMITED JURISDICTION

11 SANTA CLARA VALLEY TRANSPORTATION
12 AUTHORITY,

Case No.: 1-12-CV-220334

Public Entity
Fee Exempt

13 Plaintiff(s),
14 vs.
15 MONTAGUE PARKWAY
ASSOCIATES, LP, a California limited partnership;
16 CITY OF MILPITAS, a
municipal corporation; FIRST
17 AMERICAN TITLE INSURANCE
COMPANY, a California corporation;
18 U.S. BANK TRUST NATIONAL
ASSOCIATION; TCI CABLEVISION OF
19 GEORGIA, INC., a Delaware
corporation; FEDERAL NATIONAL
20 MORTGAGE ASSOCIATION a/k/a
21 FANNIE MAE; DEUTSCHE BANK, AG;
COMCAST OF CALIFORNIA/COLORADO-
22 /FLORIDA/OREGON, INC., a Georgia corporation;
and DOES 2 through 50, inclusive,

FINAL ORDER OF CONDEMNATION

[APN: 092-08-096]

23 Defendant(s).

24
25 MONTAGUE PARKWAY
ASSOCIATES, LP,
26 Plaintiff,

Consolidated Case No. 1-15-CV-281544

27 v.
28 SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY,
Defendants.

FINAL ORDER OF CONDEMNATION

90293

1 **IT APPEARING** to this Court that Plaintiff SANTA CLARA VALLEY TRANSPORTATION
2 AUTHORITY ("VTA") commenced this now consolidated action on March 8, 2012 to acquire certain real
3 property interests in and to a portion of property located at 755 E. Capital Avenue, Milpitas, California
4 [APN 092-08-096] (the "MPA Property"), portions of which are being acquired by VTA and described in
5 the attached Exhibit "A" (fee interests), Exhibit "B" (permanent easements) and Exhibit "C" (temporary
6 construction easements). These property interests are being acquired for the construction of the BART
7 Silicon Valley Berryessa Extension Project (the "Project").

8 **THE COURT FINDS** that the Judgment in Condemnation has been entered in the above-entitled
9 action in the office of the Clerk of the Santa Clara County Superior Court, State of California; that Judgment
10 having been ordered, adjudged and decreed that Plaintiff VTA is entitled to take by condemnation the
11 property and property interests described in Exhibits "A", "B" and "C" hereto; that the Judgment in
12 Condemnation, as stipulated by the parties, ordered that a Final Order may be entered upon satisfactory
13 evidence that the monetary compensation has been paid to MPA, for the taking of the property and property
14 interests; that VTA has paid to Defendant MONTAGUE PARKWAY ASSOCIATES, LP, a California
15 limited partnership ("MPA") the monetary amount set forth in the Judgment in Condemnation entered
16 herein, which, along with the improvements which VTA has completed on the remainder MPA Property
17 described in Exhibit "D" attached hereto and incorporated herein, constitute full and just compensation for
18 the taking of the property and property interests.

19 **THIS COURT FURTHER FINDS** that MPA shall retain, and VTA will not extinguish the
20 reservation of the roadway easement recorded in Santa Clara County, Book 7977 Page 149, dated December
21 20th, 1967, for which MPA is the successor in interest, and that VTA will retain all rights as the underlying
22 fee owner which are consistent with the roadway easement.

23 **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the
24 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendants
25 CITY OF MILPITAS, a municipal corporation, and FIRST AMERICAN TITLE INSURANCE
26 COMPANY, a California corporation, both having filed disclaimers of interest pursuant to California Code
27 of Civil Procedure section 1250.325, disclaim any and all rights, title or interest in or to any of the real
28 property taken by VTA, or to the compensation awarded in the action, and therefore, Judgment is entered
against them and they are not entitled to any compensation under this Judgment.

FINAL ORDER OF CONDEMNATION

90293

1 **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the
2 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendant
3 TCI CABLEVISION OF GEORGIA, INC., a Delaware corporation was dismissed by VTA and Defendant
4 COMCAST OF CALIFORNIA/COLORADO/FLORIDA/OREGON, INC., a Georgia corporation, having
5 failed to respond to VTA's Complaint, this Court entered its default at VTA's request, and therefore,
6 Judgment is entered against them and they are not entitled to any compensation.

7 **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the
8 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendant
9 FANNIE MAE, fka FEDERAL NATIONAL MORTGAGE ASSOCIATION by its Attorney in Fact PNC
10 BANK, NATIONAL ASSOCIATION ("FNMA/PNC") and Defendant DEUTSCHE BANK, AG were
11 dismissed by VTA, and therefore, Judgment is entered against them and they are not entitled to any
12 compensation.

13 **THE COURT FURTHER FINDS** that Judgment in Condemnation having been entered in the
14 above-entitled action, and that said Judgment having been ordered, adjudged and decreed that Defendant
15 U.S. BANK NATIONAL ASSOCIATION, fka U.S. BANK TRUST NATIONAL ASSOCIATION and
16 Defendant MIZUHO CAPITAL MARKETS LLC filed Disclaimers of Interest, and therefore, Judgment is
17 entered against them and they are not entitled to any compensation.

18 **THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the public interest and
19 necessity require the acquisition of the property and property interests described and depicted in **Exhibits**
20 **"A", "B" and "C"** attached hereto and incorporated herein by reference.

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that upon recordation of a certified
22 copy of this Final Order of Condemnation with the County Recorder of the County of Santa Clara, State of
23 California, the real property interests, as described and depicted in **Exhibits "A", "B" and "C"** attached
24 hereto, shall vest in VTA, its successors, and its assigns.

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any taxes, penalties or
26 assessments of Santa Clara County, or any other taxing agency, accruing on the property described in
27 **Exhibit "A"** attached hereto are hereby cancelled as of July 24, 2012 pursuant to Cal. Revenue and
28 Taxation Code, Division 1, Article 5, Section 5081 et seq.

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IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Lis Pendens recorded in this action is hereby withdrawn.

IT IS SO ORDERED.

DATED: _____, 2020
January 14, 2021



JUDGE OF THE SUPERIOR COURT
Kulkarni, Sunil R.

**Exhibit A (fee interests) to
Final Order of Condemnation**



LEGAL DESCRIPTION

FEE

APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, more particularly described as follows:

BEGINNING at the most westerly corner of said Parcel 1, lying on the northeasterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records;

Thence along said northeasterly line, South 23°01'16" East, 97.75 feet;

Thence North 66°58'44" East, 1.60 feet to a line parallel with and 1.60 feet northeasterly of said northeasterly line;

Thence along said parallel line, North 23°01'16" West, 19.73 feet to the beginning of a non-tangent curve to the right;

Thence northeasterly along said non-tangent curve, having a radius of 950.00 feet, the radial line of which bears North 43°41'36" West, through a central angle of 1°31'11", for an arc length of 25.20 feet, to the general northerly line of said Parcel 1 and the beginning of non-tangent curve to the right;

Thence northwesterly along said non-tangent curve and along said general northerly line, having a radius of 449.07 feet, the radial line of which bears South 42°14'56" West, through a central angle of 9°26'24" for an arc length of 73.99 feet to the **POINT OF BEGINNING**.

Containing an area of 949 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.



September 19, 2019
Parcel: B2250-01 FEE
Page 2 of 2

09-25-2019
Date



Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager



January 15, 2014
Parcel B2250-03
FEE
Page 1 of 2

LEGAL DESCRIPTION

FEE PARCEL

APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, being also a portion of the parcel of land described in the Grant Deed recorded June 28, 2000 as Document Number 15293273, Santa Clara County Official Records, being more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being on the northeasterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence along said northeasterly line, South 23°01'16" East, 394.12 feet, to the TRUE POINT OF BEGINNING;

Thence South 42°13'05" East, 3.46 feet;

Thence South 53°22'35" East, 26.67 feet;

Thence South 35°46'21" West, 4.67 feet, to the beginning of a non-tangent curve to the left;

Thence southeasterly along said curve, having a radius of 171.00 feet, the radial line of which bears South 42°59'37" West, through a central angle of 02°23'50", for an arc length of 7.15 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along last said northeasterly line and along last said non-tangent curve, having a radius of 3,036.00 feet, the radial line of which bears North 35°46'34" East, through a central angle of 00°29'40", for an arc length of 26.20 feet, to the northeasterly line of said Parcel 15;

Thence along last said northeasterly line, North 23°01'16" West, 12.82 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 139 square feet, more or less.

A Plat Map is attached hereto and made part hereof.



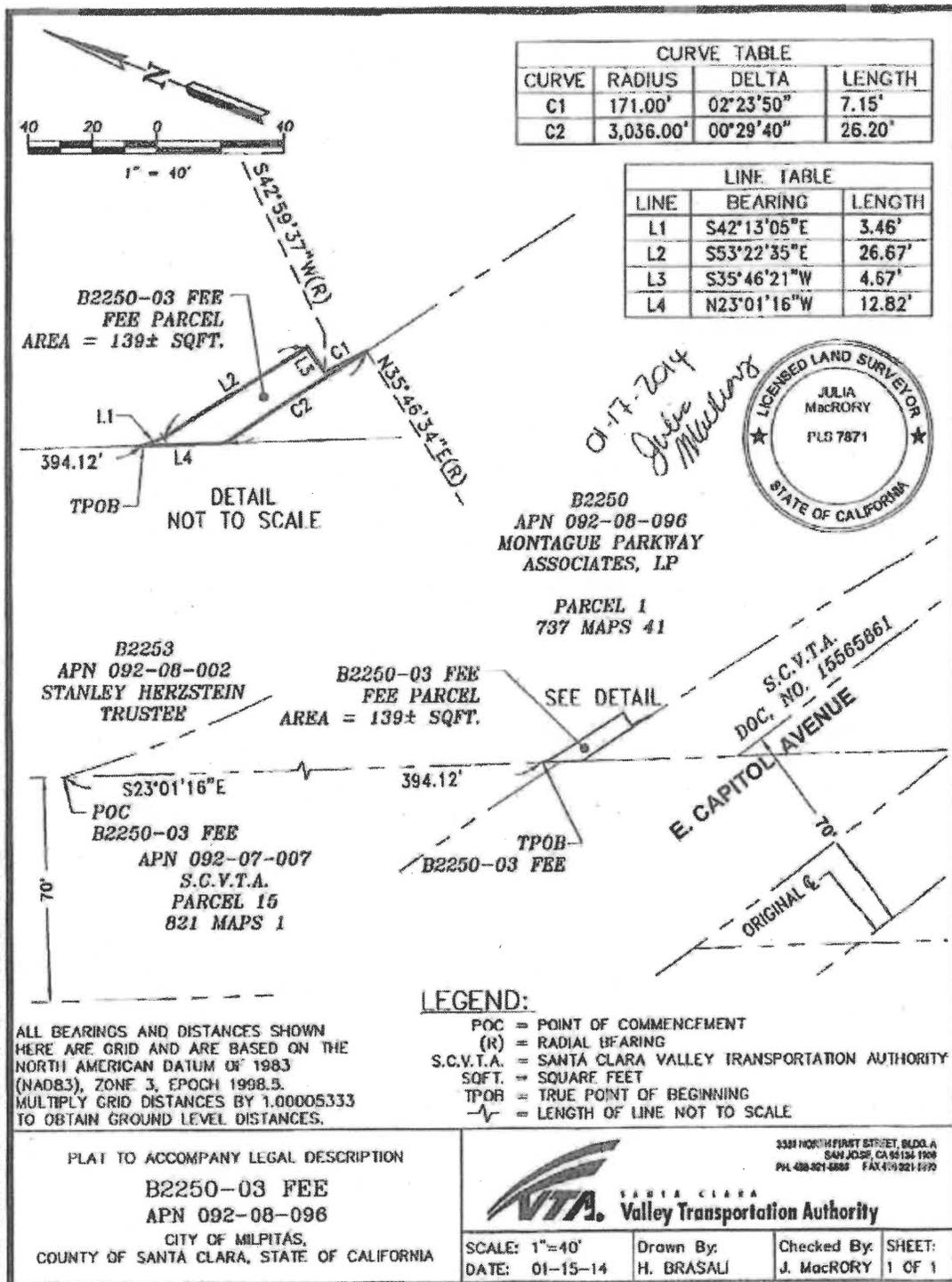
January 15, 2014
Parcel B2250-03
FEE
Page 2 of 2

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

01-17-2014
Date

Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager





SANTA CLARA COUNTY PLAT, LEGAL AND CLOSING CALCULATED, B2250-03 FEE, JUN 17, 2014, 9:30am

**Exhibit B (permanent easement interests) to
Final Order of Condemnation**

B2250-06

UTILITY EASEMENT

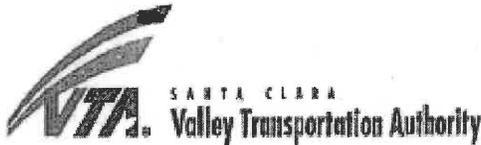
A non-exclusive Utility Easement for the construction, maintenance, and replacement of water pipelines, and appurtenances under, upon, over and across the following parcel of land designated as "UE" (Utility Easement), situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "I" attached hereto and made a part hereof.

The Easement shall include the right to construct, reconstruct, inspect, maintain, operate, and repair pipelines appurtenant structures, including but not limited to, corrosion control facilities, together with the right to trim or remove such trees or brush within the easement area as may constitute a hazard to persons or property or may interfere with the use of the said area for the purposes granted. The easement shall carry with it the right to construct a secured access gate at the northern end of the easement. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take therefrom and use, earth, rock, sand, and gravel for the purpose of excavating, widening, deepening, and otherwise rectifying the water pipeline and for the construction, maintenance, and repair of said water pipelines and appurtenant structures by Grantee, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary for water pipelines and appurtenant structures. At the completion of the construction, reconstruction, replacement, repair, removal and/or maintenance of the easement area, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

No excavation or filling shall occur within the UE and said UE shall be kept clear of any type of utilities, building, fences, structure, pavement, or trees, unless prior written approval is obtained from Grantee. This provision, however, shall not apply to the gate to be constructed within the UE as set forth above.

Grantee shall also have the right to mark the location of said described area by suitable markers, but said markers shall be placed in fences or other locations which will not interfere with any reasonable use first party shall make of said strip.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



January 15, 2014
Parcel: 82250-06 UE
Page 1 of 2

LEGAL DESCRIPTION
UTILITY EASEMENT
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being the northeasterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 15°38'54", for an arc length of 122.65 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 02°20'52", for an arc length of 18.40 feet;

Thence South 00°31'26" East, 30.26 feet;

Thence South 23°10'41" East, 329.88 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 37°00'59" East, through a central angle of 00°33'53", for an arc length of 29.92 feet;

Thence North 23°10'41" West, 306.99 feet;

Thence North 00°31'26" West, 43.92 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 5,332 square feet, more or less.

Plat Exhibit attached and by this reference made of part thereof.



January 15, 2014
Parcel: B2250-06 UE
Page 2 of 2

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

01-17-2014
Date

Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager



B2250-08

PIPELINE EASEMENT

A nonexclusive easement, in perpetuity, over, under and through certain land, situated in the County of Santa Clara, State of California, with said easement described more particularly in Exhibit "1" which is attached hereto ("Easement") and as follows.

1. Easement Rights

Grantee shall have the right from time to time in the Easement to survey, lay, construct, maintain, repair, renew, replace, protect, inspect, operate, increase or decrease the size of or number of, idle, and/or remove (collectively and singly, "Operation") one six-inch (6") pipeline for the transmission of nitrogen gas together with all necessary appliances and/or fixtures for use in connection with said facilities ("Facilities"), in and upon a portion of Grantor's Property. Grantee shall have the right to use such portions of Grantor's land contiguous to said right of way as may be reasonable and necessary for the initial construction and for purposes of reconstruction, replacement, repair, removal and maintenance of said facilities. Said use of contiguous land shall extend to the right to use the area necessary to install underground facilities by bore-and-jack across streets or railroads. At the completion of the construction, reconstruction, replacement, repair, removal and/or maintenance of the facilities, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

Grantee shall have the right of ingress to and egress from the right of way and any facilities installed in the right of way over and across Grantor's property by such routes as shall occasion the least practicable damage and inconvenience to Grantor.

Said rights granted above shall not be deemed abandoned or forfeited by Grantee due to the temporary idling, nonuse, abandonment, or removal of any or all Facilities or the nonuse of the rights granted herein for any period of time.

2. Use of Property By Grantor; No Impairment.

Grantor reserves the right to the full use and enjoyment of the Property except for the use by Grantee as specified herein. Grantor shall not, however, use the surface or other portions of the Property in a manner that would hinder, conflict or interfere with the use of the Property by Grantee. Grantee's use of the Property shall not unreasonably interfere with the ordinary use of the surface of the Property by Grantor or by the public.

3. Facilities Ownership

The Facilities shall at all times remain the personal property of Grantee, notwithstanding that they may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Grantee.

4. Assignment

This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor.



January 15, 2014
Parcel: 02250-08 UE
Page 1 of 2

LEGAL DESCRIPTION
UTILITY EASEMENT
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being the northeasterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 19°57'49", for an arc length of 156.47 feet, to the **TRUE POINT OF BEGINNING**;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 00°43'17", for an arc length of 5.65 feet;

Thence South 03°31'46" West, 37.67 feet;

Thence South 23°01'29" East, 316.96 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 37°14'15" East, through a central angle of 00°11'23", for an arc length of 10.05 feet;

Thence North 23°01'29" West, 309.42 feet;

Thence North 03°31'46" East, 41.49 feet, to the **TRUE POINT OF BEGINNING**.

Containing an area of 1,764 square feet, more or less.

Plat Exhibit attached and by this reference made of part thereof.



January 15, 2014
Parcel: B2250-08 UE
Page 2 of 2

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

01-17-2013
Date


Julia MacRory, LS 7871
Survey and Mapping Manager



B2250-09A

UTILITY EASEMENT

A nonexclusive utility easement, in perpetuity, over, under and through certain land, situated in the County of Santa Clara, State of California, with said easement described more particularly in Exhibit "1" which is attached hereto ("Easement") and as follows.

1. Easement Rights

Grantee shall have the right from time to time in the Easement to survey, lay, construct, maintain, repair, renew, replace, protect, inspect, operate, increase or decrease the size of or number of, idle, and/or remove underground communications conduits and fiber optic cables ("Fiber System"). Said Fiber System shall include all surface and subsurface appurtenances and facilities as are reasonably necessary or required in the judgment of Grantee for the Operation of said Fiber System, including, but not limited to, manholes, pull boxes, splice boxes, conduit markers, and cathodic protection equipment. Said Fiber System, facilities, and appurtenances are hereinafter collectively referenced to as "Fiber System Facilities."

Said rights granted above shall not be deemed abandoned or forfeited by Grantee due to the temporary idling, nonuse, abandonment, or removal of any or all Fiber System Facilities or the nonuse of the rights granted herein for any period of time.

2. Right of Ingress and Egress

This Easement shall carry with it the right of ingress and egress to, from, over and across the Property, with the right to use existing roads or other practical route(s) to reach the Easement or, during temporary periods, use additional portions of the Property along and adjacent to the Easement to carry out the rights granted hereunder; provided, however, Grantee's rights of ingress and egress, and use of additional property shall not unreasonably interfere with the operations of Grantor.

3. Responsibility for Expenses/Costs

The Operation of Grantee's Fiber System Facilities shall be at Grantee's sole cost and expense, except as set forth in Section 4 (*Relocation*), and except to the extent such Operation by Grantee is required as a result of the acts, omissions, negligence, willful misconduct, or breach of this Agreement by Grantor or by Grantor's agents, invitees, employees, or contractors.

4. Relocation

Should Grantor or any third party, including, but not limited to, any governmental entity, at any future date, reasonably desire that Grantee relocate any portion of the or Fiber System Facilities, which shall include, but not be limited to, a lowering of the Fiber System Facilities, and including any additional pipelines or conduits added to the Easement subsequent to the date of this Agreement, said relocation shall be performed by Grantee at the sole cost and expense of Grantor or such third party, including all liability arising out of or resulting from such relocation. The new easement shall be granted to Grantee at no cost, and the new location shall be mutually agreed

upon by Grantor and Grantee, in the reasonable exercise of their discretion. Grantor or such third party shall provide Grantee with a minimum of 180 days' written notice of its desire to have Grantee relocate its Fiber System Facilities.

5. Additional Fiber System Facilities

This Easement provides Grantee with the right to lay additional conduits of any diameter within the Easement at routes selected by Grantee. Within sixty (60) days following any such installation, Grantee shall pay Grantor the same consideration as above expressed for each conduit and its appurtenant facilities installed after the initial conduit.

6. Damages

Grantee shall repair, restore or compensate Grantor for all damage to growing crops, pasture, timber, fences, buildings, wildlife, livestock, improvements, canals, roads, and landscaping caused by Grantee's usage of the Easement, except to the extent: (a) such damage is caused by the acts, omissions, negligence or willful misconduct of Grantor, its agents, invitees, employees, or contractors, or (b) such damage is caused by or to an unauthorized improvement to the Easement by Grantor as prohibited herein.

7. Keep Easement Area Clear and No Impairment by Grantor

Grantor agree that it will not in any way impair, interfere with, build an improvement on, cover or obstruct the Easement granted herein, including, but not limited to, planting trees or deep-rooted plants and/or vines, building, excavating, constructing, installing, erecting, piling, or creating any foundations, dumps, mounds, buildings, structures, or improvements on the Easement, nor permit others to do the same, or change the grade over any of the Fiber System Facilities constructed hereunder ("Obstruction") without the prior written consent of Grantee.

Should Grantor violate the provisions of this Section, Grantee shall have the right to clear or remove said Obstruction, or recover damages from Grantor. Notwithstanding the foregoing, Grantor shall have the right to landscape the Easement with ground cover, and the full her right to pave the ground surface over the Easement for driveway and/or parking purposes, provided Grantee retains the unobstructed ability to access the Fiber System Facilities. Grantor shall indemnify, defend, and hold Grantee and its affiliates harmless from and against any and all loss, cost, damage, or expense, including reasonable attorneys' fees that may arise from Grantor's breach of its obligations under this Section.

8. Facility Ownership

Unless the Parties otherwise agree in writing, the Fiber Optic System Facilities shall at all times remain the personal property of Grantee, notwithstanding that they may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Grantee.

9. Binding Obligation

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the Parties, including all other

rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

10. Assignment

This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor. If VTA partially assigns rights, VTA and assignee will be deemed co-Grantees and shall have the right to exercise the rights hereunder simultaneously and assignee will be deemed to (i) have assumed the obligations, (ii) been endowed with the rights, and (iii) be subject to the limitations of Grantee hereunder. Grantee will make reasonable efforts to inform Grantor upon any such partial assignment, which partial assignment may be recorded at the option of the Grantee.



LEGAL DESCRIPTION
UTILITY EASEMENT
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being the northeasterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 11°50'34", for an arc length of 92.82 feet, to the **TRUE POINT OF BEGINNING**;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 03°16'18", for an arc length of 25.64 feet;

Thence South 00°31'26" East, 43.94 feet;

Thence South 23°11'51" East, 307.12 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 36°22'33" East, through a central angle of 00°35'59", for an arc length of 31.79 feet, to the beginning of a non-tangent curve to the right;

Thence northwesterly along said non-tangent curve to the right, having a radius of 171.00 feet, the radial line of which bears South 40°35'47" West, through a central angle of 03°04'58", for an arc length of 9.20 feet;

Thence North 22°59'03" West, 9.53 feet;

Thence North 22°15'47" East, 14.09 feet;



February 5, 2020
Parcel: 82250-09A UE
Page 2 of 2

Thence North 23°11'47" West, 279.97 feet;

Thence North 00°31'26" West, 38.06 feet, to the **TRUE POINT OF BEGINNING**.

Containing an area of 4,189 square feet, more or less.

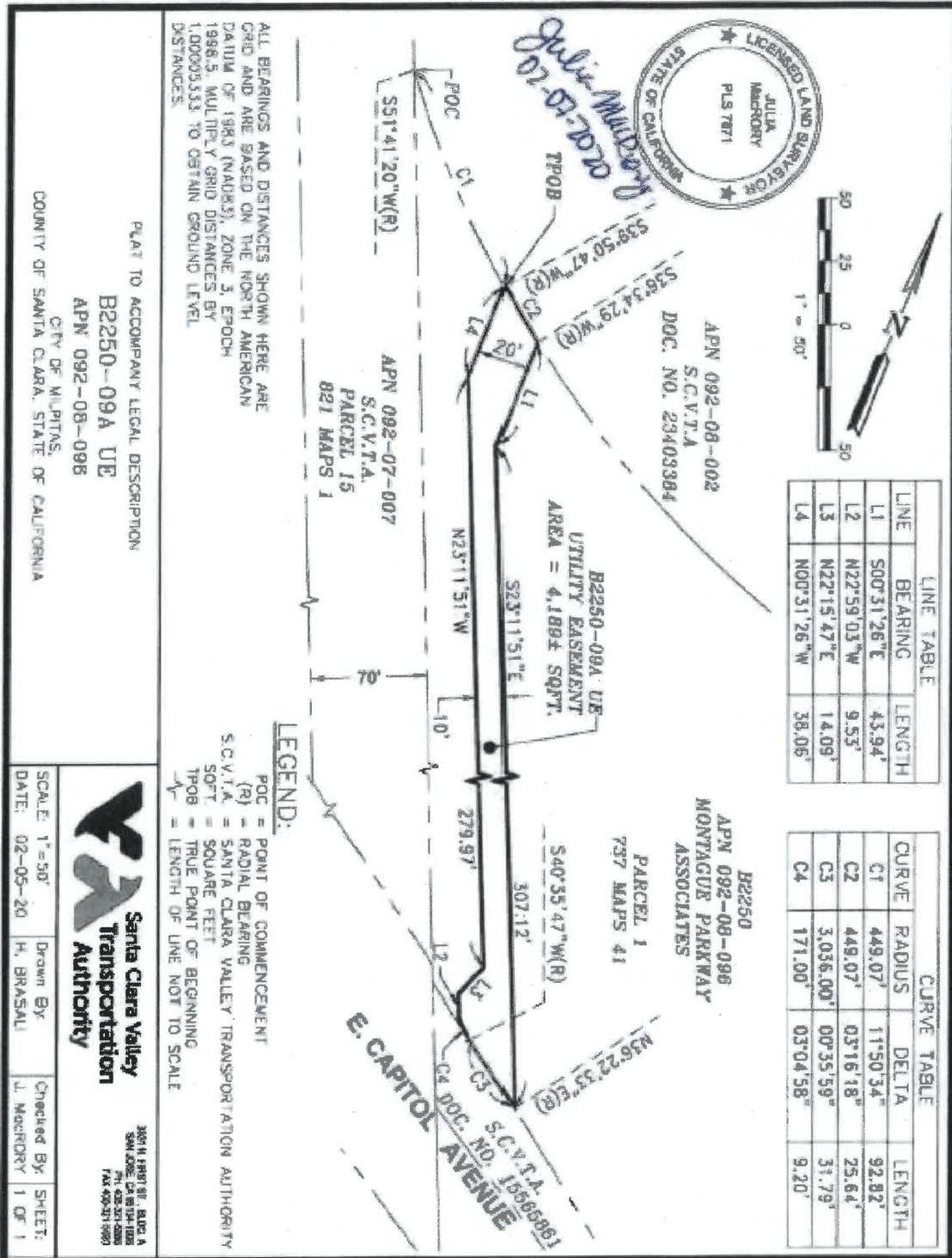
Plat Exhibit attached and by this reference made of part thereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

02-07-2020
Date

Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager





B2250-09B

UTILITY EASEMENT

A nonexclusive utility easement, in perpetuity, over, under and through certain land, situated in the County of Santa Clara, State of California, with said easement described more particularly in Exhibit "1" which is attached hereto ("Easement") and as follows.

1. Easement Rights

Grantee shall have the right from time to time in the Easement to survey, lay, construct, maintain, repair, renew, replace, protect, inspect, operate, increase or decrease the size of or number of, idle, and/or remove pipelines ("Operation") for transporting petroleum or petroleum products, including but not limited to gasoline, natural gas, liquefied petroleum gas, and crude oil, or for other uses including but not limited to telephone lines, fiber optics, electrical cable, and water. Said pipelines shall include all surface and subsurface appurtenances and facilities as are reasonably necessary or required in the judgment of Grantee for the Operation of said pipelines, including, but not limited to, valves, fittings, metering equipment, pipeline markers, electrical cable, and cathodic protection equipment. Said pipelines, facilities, and appurtenances are hereinafter collectively referred to as "Pipeline Facilities."

Said rights granted above shall not be deemed abandoned or forfeited by Grantee due to the temporary idling, nonuse, abandonment, or removal of any or all Pipeline Facilities or the nonuse of the rights granted herein for any period of time.

2. Right of Ingress and Egress

This Easement shall carry with it the right of ingress and egress to, from, over and across the Property, with the right to use existing roads or other practical route(s) to reach the Easement or, during temporary periods, use additional portions of the Property along and adjacent to the Easement to carry out the rights granted hereunder; provided, however, Grantee's rights of ingress and egress, and use of additional property shall not unreasonably interfere with the operations of Grantor.

3. Responsibility for Expenses/Costs

The Operation of Grantee's Pipeline Facilities shall be at Grantee's sole cost and expense, except as set forth in Section 4 (*Relocation*), and except to the extent such Operation by Grantee is required as a result of the acts, omissions, negligence, willful misconduct, or breach of this Agreement by Grantor or by Grantor's agents, invitees, employees, or contractors.

4. Relocation

Should Grantor or any third party, including, but not limited to, any governmental entity, at any future date, reasonably desire that Grantee relocate any portion of the Pipeline Facilities, which shall include, but not be limited to, a lowering of the Pipeline Facilities, and including any additional pipelines or conduits added to the Easement subsequent to the date of this Agreement, said relocation shall be performed by Grantee at the sole cost and expense of Grantor or such third

party, including all liability arising out of or resulting from such relocation. The new easement shall be granted to Grantee at no cost, and the new location shall be mutually agreed upon by Grantor and Grantee, in the reasonable exercise of their discretion. Grantor or such third party shall provide Grantee with a minimum of 180 days' written notice of its desire to have Grantee relocate its Pipeline Facilities.

5. Additional Pipeline Facilities

This Easement provides Grantee with the right to lay additional pipelines or conduits of any diameter within the Easement at routes selected by Grantee. Within sixty (60) days following any such installation, Grantee shall pay Grantor the same consideration as above expressed for each additional pipeline or conduit and its appurtenant facilities installed after the initial pipeline.

6. Damages

Grantee shall repair, restore or compensate Grantor for all damage to growing crops, pasture, timber, fences, buildings, wildlife, livestock, improvements, canals, roads, and landscaping caused by Grantee's usage of the Easement, except to the extent: (a) such damage is caused by the acts, omissions, negligence or willful misconduct of Grantor, its agents, invitees, employees, or contractors, or (b) such damage is caused by or to an unauthorized improvement to the Easement by Grantor as prohibited herein.

7. Keep Easement Area Clear and No Impairment by Grantor

Grantor agree that it will not in any way impair, interfere with, build an improvement on, cover or obstruct the Easement granted herein, including, but not limited to, planting trees or deep-rooted plants and/or vines, building, excavating, constructing, installing, erecting, piling, or creating any foundations, dumps, mounds, buildings, structures, or improvements on the Easement, nor permit others to do the same, or change the grade over any of the Pipeline Facilities constructed hereunder ("Obstruction") without the prior written consent of Grantee.

Should Grantor violate the provisions of this Section, Grantee shall have the right to clear or remove said Obstruction, or recover damages from Grantor. Notwithstanding the foregoing, Grantor shall have the right to landscape the Easement with ground cover, and the further right to pave the ground surface over the Easement for driveway and/or parking purposes, provided Grantee retains the unobstructed ability to access the Pipeline Facilities. Grantor shall indemnify, defend, and hold Grantee and its affiliates harmless from and against any and all loss, cost, damage, or expense, including reasonable attorneys' fees that may arise from Grantor's breach of its obligations under this Section.

8. Facility Ownership

Unless the Parties otherwise agree in writing, the Pipeline Facilities shall at all times remain the personal property of Grantee, notwithstanding that they may be annexed or fixed to the land and may at any time and from time to time be removed in whole or in part by Grantee.

9. Binding Obligation

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representatives, successors, and assigns of the Parties, including all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted.

10. Assignment

This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor. If VTA partially assigns rights, VTA and assignee will be deemed co-Grantees and shall have the right to exercise the rights hereunder simultaneously and assignee will be deemed to (i) have assumed the obligations, (ii) been endowed with the rights, and (iii) be subject to the limitations of Grantee hereunder. Grantee will make reasonable efforts to inform Grantor upon any such partial assignment, which partial assignment may be recorded at the option of the Grantee.



LEGAL DESCRIPTION
UTILITY EASEMENT
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being the northeasterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 11°50'34", for an arc length of 92.82 feet, to the **TRUE POINT OF BEGINNING**;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 03°16'18", for an arc length of 25.64 feet;

Thence South 00°31'26" East, 43.94 feet;

Thence South 23°11'51" East, 307.12 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 36°22'33" East, through a central angle of 00°35'59", for an arc length of 31.79 feet, to the beginning of a non-tangent curve to the right;

Thence northwesterly along said non-tangent curve to the right, having a radius of 171.00 feet, the radial line of which bears South 40°35'47" West, through a central angle of 03°04'58", for an arc length of 9.20 feet;

Thence North 22°59'03" West, 9.53 feet;

Thence North 22°15'47" East, 14.09 feet;



February 5, 2020
Parcel: 82250-098 UE
Page 2 of 2

Thence North 23°11'47" West, 279.97 feet;

Thence North 00°31'26" West, 38.06 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 4,189 square feet, more or less.

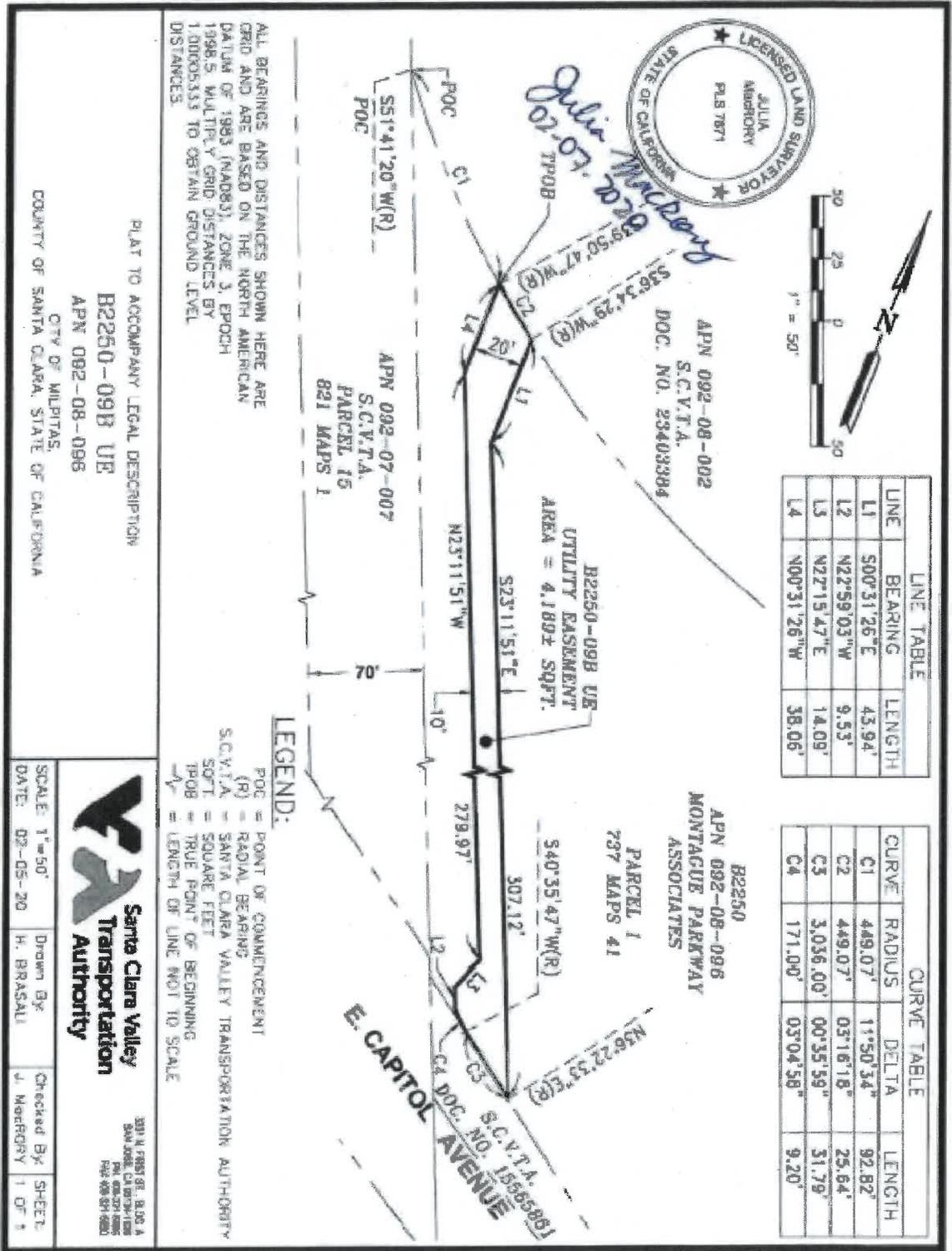
Plat Exhibit attached and by this reference made of part thereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

02-07-2020
Date

Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager





LINE TABLE

LINE	BEARING	LENGTH
L1	S00°31'26"E	43.94'
L2	N22°59'03"W	9.53'
L3	N27°15'47"E	14.09'
L4	N00°31'26"W	38.06'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	449.07'	1°50'34"	92.82'
C2	449.07'	03°16'18"	25.64'
C3	3,036.00'	00°35'59"	31.79'
C4	171.00'	03°04'58"	9.20'

ALL BEARINGS AND DISTANCES SHOWN HERE ARE GRID AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1988.5. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.

PLAT TO ACCOMPANY LEGAL DESCRIPTION
B2250-09B UE
 APN 092-08-096
 CITY OF MILPITAS,
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

CA Santa Clara Valley
 Transportation Authority

300 N. GARDEN ST., SUITE A
 SAN JOSE, CALIFORNIA 95128
 TEL: (408) 291-1100
 FAX: (408) 291-6000

SCALE: 1" = 50'
 DATE: 02-05-20

Drawn By: H. BRASALI
 Checked By: J. MARBURY

SHEET 1 OF 1

B2250-14

INGRESS AND EGRESS EASEMENT

A non-exclusive easement for pedestrian and vehicular ingress and egress over, across and upon that certain property described in Exhibit I attached hereto and incorporated herein ("Easement"). The Easement includes the right to construct and maintain a 12-foot drivable surface that begins at least 4 feet away from the property line and includes a turnaround. At the completion of the construction and/or maintenance within the easement area, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

The Easement area shall be kept free of buildings, except lawful unsupported roof overhangs, and obstructions that impair the intended use of or are inconsistent with the purposes of the Easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



**LEGAL DESCRIPTION
INGRESS AND EGRESS EASEMENT**

APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being on the general northerly line of said Parcel 1 and the beginning of a non-tangent curve to the left;

Thence southeasterly along said general northerly line and said curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 16°09'32", for an arc length of 126.65 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 01°31'36", for an arc length of 11.96 feet;

Thence South 34°00'13" West, 13.25 feet to the beginning of a tangent curve to the left;

Thence along said curve to the left, having a radius of 31.00 feet, through a central angle of 57°01'29", for an arc length of 30.85 feet, to a line parallel with and 31.21 feet easterly of the easterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence along said parallel line, South 23°01'16" East, 12.62 feet;

Thence North 66°58'44" East, 11.79 feet;

Thence South 23°01'16" East, 18.00 feet;

Thence South 66°58'44" West, 11.79 feet, to said parallel line;

Thence along said parallel line, South 23°01'16" East, 195.32 feet;

Thence South 66°58'44" West, 25.21 feet, to a line parallel with and 6.00 feet easterly of said easterly line;



February 7, 2017
Parcel: 82250-14 IEE
Page 2 of 2

Thence along said parallel line, North 23°01'16" West, 224.30 feet, to the beginning of a tangent curve to the right;

Thence along said curve to the right, having a radius of 40.00 feet, through a central angle of 76°20'57", for an arc length of 53.30 feet, to the beginning of a reverse curve to the left;

Thence along said reverse curve to the left, having a radius of 40.00 feet, through a central angle of 21°21'37", for an arc length of 14.91 feet, to the **TRUE POINT OF BEGINNING**.

Containing an area of 6,933 square feet, more or less.

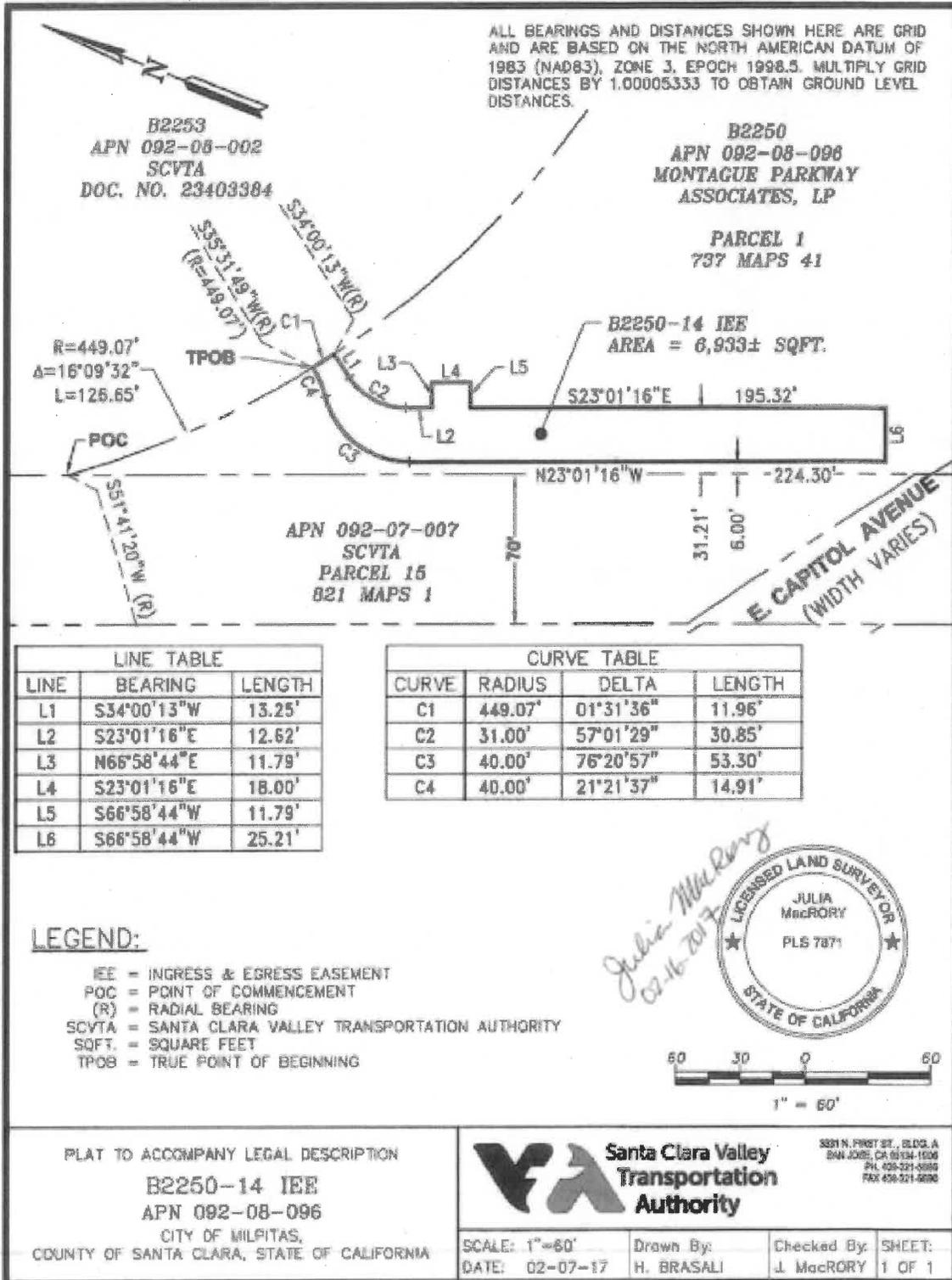
Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

¹⁶
02-16-2017
Date

Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager





SCVTA PROJECT/SMARTWAYS/PLANS LEGALS and CLOSURE CA-CVICAD09 B2250-14 IEE.dwg 8/20/17 11:41:07 AM 02/16/2017 12:21:07 PM

STRUCTURAL WALL EASEMENT

A Structural Wall Easement for constructing, inspecting, repairing, and maintaining a subsurface structural wall, together with all necessary subsurface appurtenances and facilities appertaining thereto, under and across all that real property described in Exhibit "1" attached hereto and incorporated herein ("Easement"). At the completion of the construction, inspection, repair and/or maintenance within the easement, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted. The Easement shall be exclusive in the underground location of Grantee's subsurface facilities and shall be non-exclusive in the remainder of the Easement Area.

Grantor shall keep the Easement free of structures (except lawful unsupported roof overhangs), trees, and obstructions that interfere with, damage or endanger Grantee's subsurface structural wall and appurtenance thereto. Grantor shall not permanently excavate within the Easement, impair the intended use of the Easement, or perform any actions or activities inconsistent with the purpose of the Easement. Grantor shall notify Grantee and obtain Grantee's approval, which approval shall not be unreasonably withheld, of any temporary excavation, including but not limited to installation of an overland or underground pipe storm drain system.



February 24, 2014
Parcel B2250-15
SBE
Page 1 of 2

LEGAL DESCRIPTION
SUB-SURFACE EASEMENT
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, being also a portion of the parcel of land described in the Grant Deed recorded June 28, 2000 as Document Number 15293273, Santa Clara County Official Records, being more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being on the northeasterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence along said northeasterly line, South 23°01'16" East, 97.75 feet, to the TRUE POINT OF BEGINNING;

Thence North 66°39'16" East, 7.13 feet;

Thence North 38°03'22" East, 1.49 feet;

Thence South 23°01'33" East, 134.74 feet;

Thence South 66°58'27" West, 7.10 feet;

Thence South 23°01'33" East, 36.42 feet;

Thence South 66°58'27" West, 1.35 feet, to said northeasterly line;

Thence along said northeasterly line, North 23°01'16" West, 170.39 feet, to the TRUE POINT OF BEGINNING.

Containing an area of 1,180 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.



February 24, 2014
Parcel B2250-15
SBE
Page 2 of 2

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

02-26 2015
Date

Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager



WALL CONSTRUCTION AND MAINTENANCE EASEMENT

A Wall Construction and Maintenance Easement for the construction, maintenance, repair and replacement of a transit station wall and appurtenances, located immediately adjacent to the Easement described herein, and incidents thereto, under, upon, over and across that certain real property situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "I" attached hereto and incorporated herein ("Easement"). At the completion of the construction, repair, replacement and/or maintenance within the easement area, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

Grantor shall keep the Easement free of structures (except lawful unsupported roof overhangs), trees, and other obstructions that do not impair the intended use of or are inconsistent with the purpose of the Easement.



September 19, 2019
Parcel: 82250-16 ME
Page 1 of 2

**LEGAL DESCRIPTION
MAINTENANCE EASEMENT
APN: 092-08-096**

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, lying on the northeasterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 200, as Document No. 16678056, Santa Clara County Official Records;

Thence along said northeasterly line, South 23°01'16" East, 97.75 feet to the **TRUE POINT OF BEGINNING**;

Thence North 66°58'44" East, 1.60 feet to a line parallel with and 1.60 feet northeasterly of said northeasterly line;

Thence along said parallel line, North 23°01'16" West, 19.73 feet to the beginning of a non-tangent curve to the right;

Thence northeasterly along said non-tangent curve, having a radius of 950.00 feet, the radial line of which bears North 43°41'36" West, through a central angle of 0°26'27" for an arc length of 7.31 feet to a line parallel with and 8.45 feet northeasterly of said northeasterly line;

Thence along said parallel line, South 23°01'16" East, 156.26 feet;

Thence South 66°58'44" West, 7.10 feet to a line parallel with and 1.35 feet northeasterly of said northeasterly line;

Thence along said parallel line, South 23°01'16" East, 36.42 feet;

Thence South 66°58'44" West, 1.35 feet to said northeasterly line;

Thence along said northeasterly line, North 23°01'16" West, 170.39 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 1,325 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.



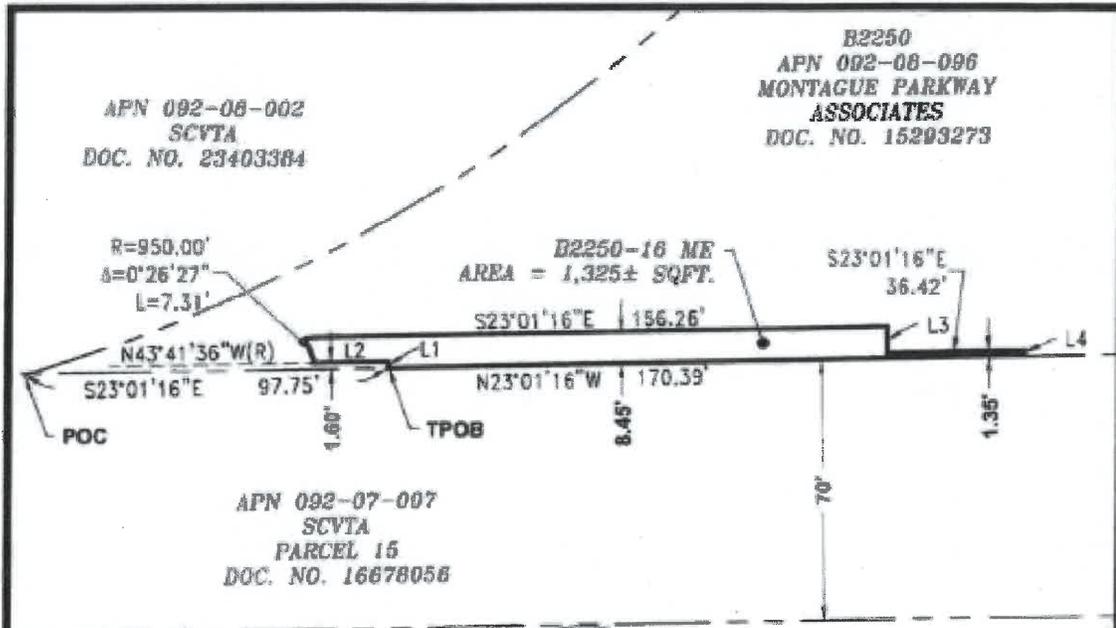
September 19, 2019
Parcel: B2250-16 ME
Page 2 of 2

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

09-25-2019
Date

Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager





LINE TABLE		
LINE	BEARING	LENGTH
L1	N66°58'44\"E	1.60'
L2	N23°01'16\"W	19.73'
L3	S66°58'44\"W	7.10'
L4	S66°58'44\"W	1.35'

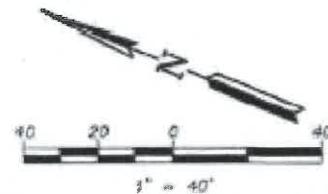


Julia Macrory
09-25-2019

LEGEND:

- ME = MAINTENANCE EASEMENT
- POC = POINT OF COMMENCEMENT
- (R) = RADIAL BEARING
- SCVTA = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

ALL BEARINGS AND DISTANCES SHOWN HERE ARE GRID AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



SCVTA PROJECTS/PLATS/PLAT, LEGALS and CHECKS/CALC/CAD, B2250-16 ME/09-25-2019 - 11:00AM

PLAT TO ACCOMPANY LEGAL DESCRIPTION B2250-16 ME APN 092-08-096 CITY OF MILPITAS, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA		Santa Clara Valley Transportation Authority <small>3221 N. FIRST ST., SUITE A SAN JOSE, CA 95131-1000 PH: 408-521-5200 FAX: 408-521-5200</small>	
SCALE: 1"=40' DATE: 09/19/19	Drawn By: R. ESTRADA	Checked By: J. MacRORY	SHEET: 1 OF 1

B2250-17

WALL CONSTRUCTION AND MAINTENANCE EASEMENT

A Wall Construction and Maintenance Easement for the construction, maintenance, repair and replacement of a transit station wall and appurtenances, located immediately adjacent to the Easement described herein, and incidents thereto, under, upon, over and across that certain real property situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "1" attached hereto and incorporated herein ("Easement"). At the completion of the construction, repair, replacement and/or maintenance within the easement area, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

Grantor shall keep the Easement free of structures (except lawful unsupported roof overhangs), trees, and obstructions that impair the intended use of or are inconsistent with the purpose of the Easement.



September 23, 2019
Parcel: B2250-17 ME
Page 1 of 1

**LEGAL DESCRIPTION
MAINTENANCE EASEMENT
APN: 092-08-096**

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, lying on the northeasterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 2002 as Document No. 16678056 Santa Clara County Official Records;

Thence along the general northerly line of said Parcel 1 and southeasterly along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 10°34'46" for an arc length of 82.92 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said non-tangent curve, having a radius of 449.07 feet, through a central angle of 7°38'35" for an arc length of 59.91 feet;

Thence North 61°45'16" West, 20.19 feet;

Thence North 51°01'35" West, 40.27 feet;

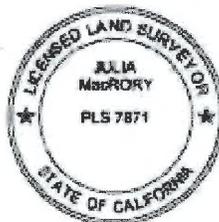
Thence North 46°56'55" East, 2.02 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 95 square feet, more or less.

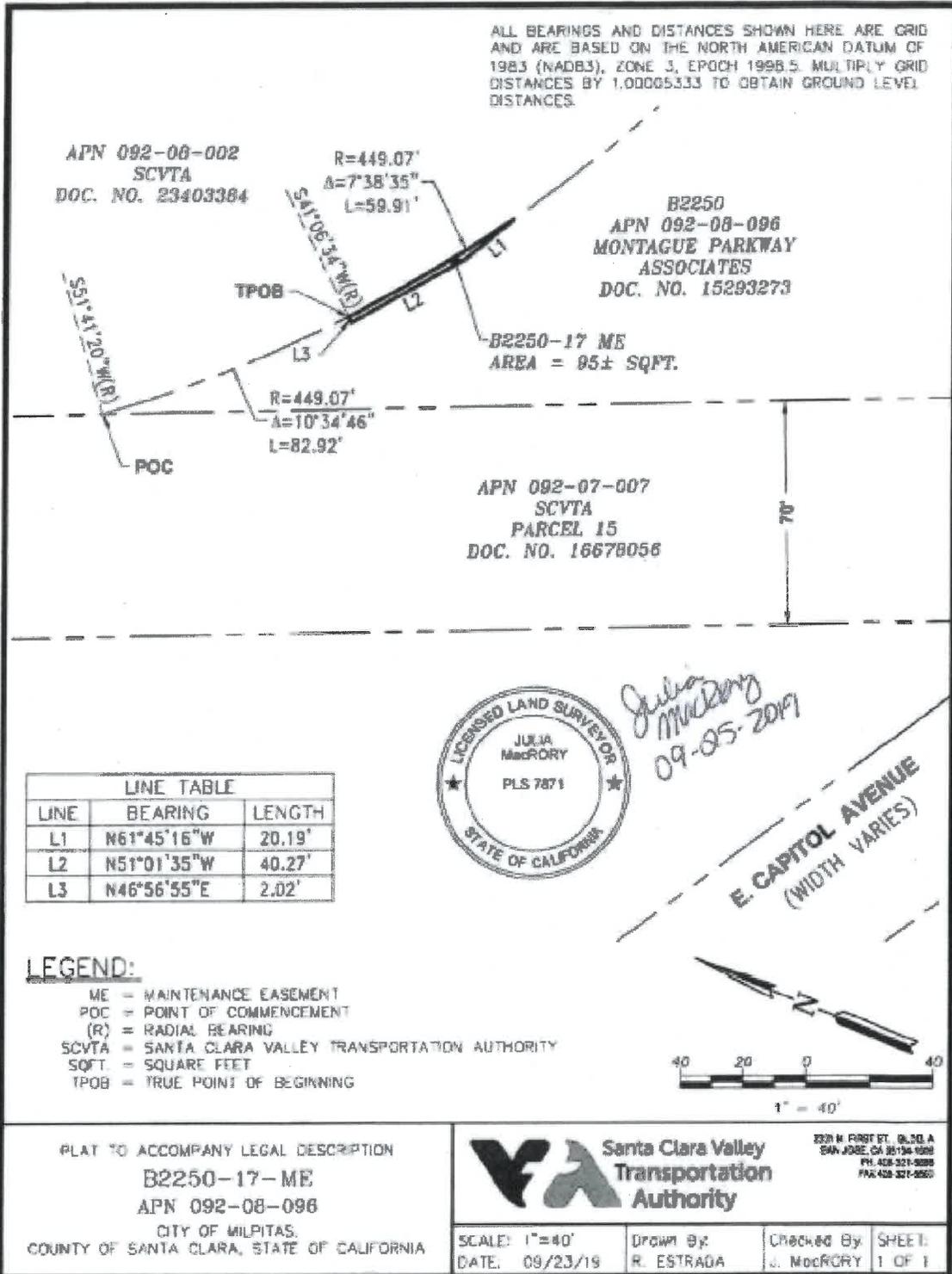
Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

09-25-2019
Date



Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager



W:\SUITE\MAINTENANCE PROJECTS\BARTON\PLANS - ESCANS and CLOSURE\CA\SCVTA\B2250-17 ME.dwg B2250-17 ME.dwg 2019-09-23 10:48:07

PUBLIC SERVICE UTILITY EASEMENT

A permanent, non-exclusive public service utility easement (the "Public Service Utility Easement" or "PSUE") and incidents thereto, for the installation, operation, maintenance and repair of any and all public service facilities including roadways, sidewalks, poles, wires and conduits for electrical, telephone, television, gas, storm, water mains, sanitary and water pipeline services, fiber optic lines, and all appurtenances thereto under, upon, above or across the parcel of land designated as PSUE, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "I" attached hereto and made part hereof. At the completion of the installation, operation, maintenance and repair of any and all public service facilities including roadways, sidewalks, poles, wires and conduits for electrical, telephone, television, gas, storm, water mains, sanitary and water pipeline services, fiber optic lines, and all appurtenances thereto under, upon, above or across the parcel of land designated as PSUE, Grantee shall promptly restore the area, as nearly as practicable, to the condition in which it existed immediately prior to the commencement of the work, normal wear and tear excepted.

The herein described easement shall remain open and be kept free and clear from buildings and structures of any kind, except public service and public utility structures and their appurtenances, lawful landscape and irrigation systems, pavement and fences that do not impair the intended purpose of the easement, lawful unsupported roof overhangs, and obstructions that do not impair the intended use of or are inconsistent with the purposes of the easement. Unobstructed continuous access shall be maintained at all times.

This Easement and the rights herein granted may be assigned by Grantee together or separately in whole or in part at any time without the consent of Grantor. If VTA partially assigns rights, VTA and assignee will be deemed co-Grantees and shall have the right to exercise the rights hereunder simultaneously and assignee will be deemed to (i) have assumed the obligations, (ii) been endowed with the rights, and (iii) be subject to the limitations of Grantee hereunder. Grantee will make reasonable efforts to inform Grantor upon any such partial assignment, which partial assignment may be recorded at the option of the Grantee.

The provisions hereof shall insure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



**LEGAL DESCRIPTION
PUBLIC SERVICE UTILITY EASEMENT
APN: 092-08-096**

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1, as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, lying on the northeasterly line of Parcel 15, as described in the Grant Deed, recorded December 11, 2002, as Document No. 16678056, Santa Clara County Official Records;

Thence along said northeasterly line, South 23°01'16" East, 97.75 feet;

Thence North 66°58'44" East, 1.60 feet to a line parallel with and 1.60 feet northeasterly of said northeasterly line;

Thence along said parallel line, North 23°01'16" West, 11.27 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said parallel line, North 23°01'16" West, 8.46 feet to the beginning of a non-tangent curve to the right;

Thence northeasterly along said non-tangent curve, having a radius of 950.00 feet, the radial line of which bears North 43°41'36" West, through a central angle of 1°31'11", for an arc length of 25.20 feet, to the general northerly line of said Parcel 1 and the beginning of non-tangent curve to the left;

Thence northwesterly along said non-tangent curve, having a radius of 449.07 feet, the radial line of which bears South 42°14'56" West, through a central angle of 1°00'40" for an arc length of 7.93 feet;

Thence South 46°56'55" West, 28.81 feet to the **TRUE POINT OF BEGINNING**.

Containing an area of 215 square feet, more or less.

Plat Exhibit attached and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

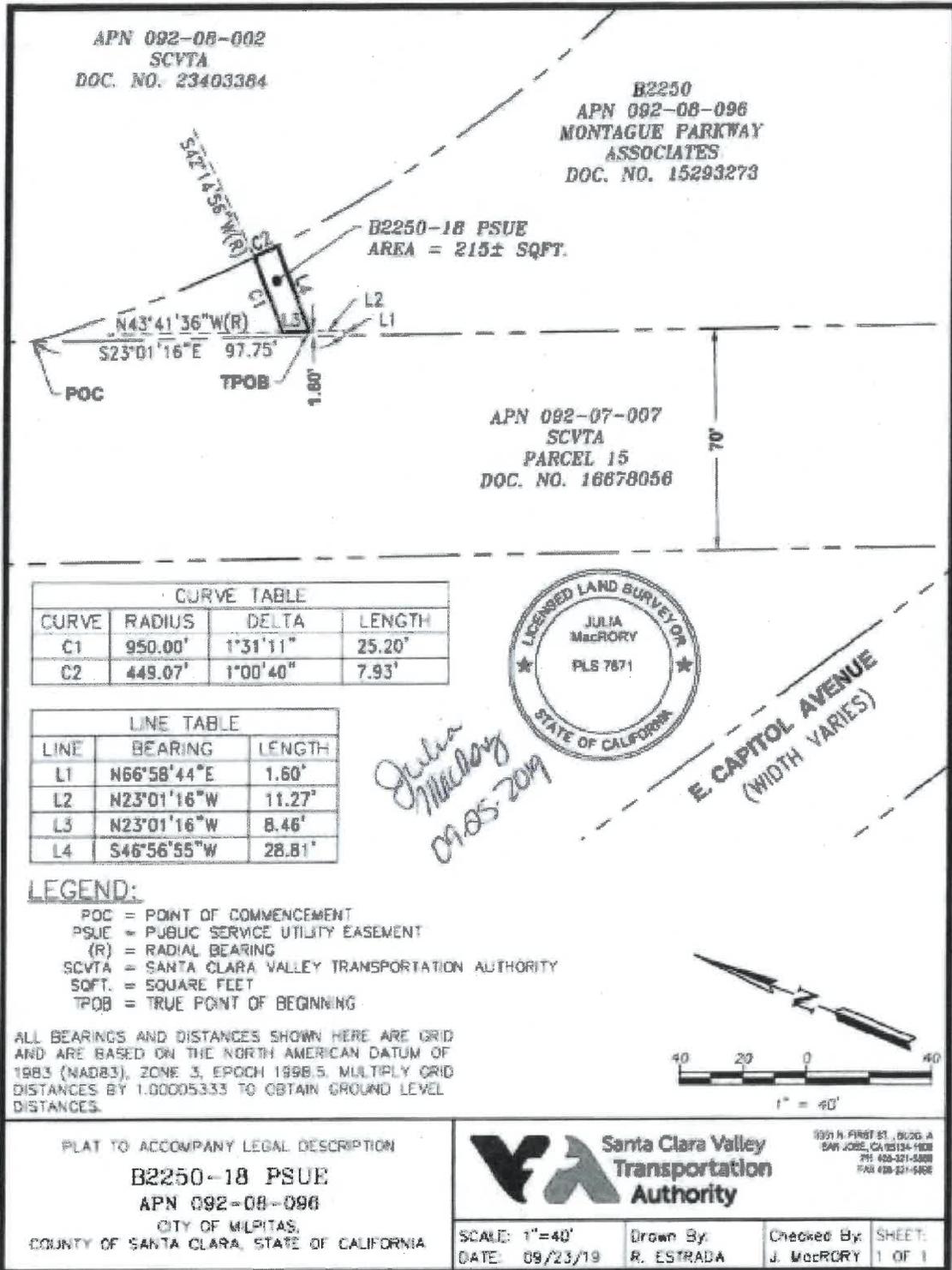


September 23, 2019
Parcel: 82250-18 PSUE
Page 2 of 2

09-25-2019
Date



Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager



APN 092-08-002
SCVTA
DOC. NO. 23403384

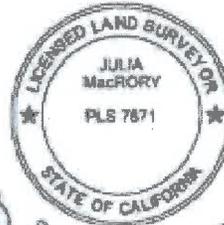
B2250
APN 092-08-096
MONTAGUE PARKWAY
ASSOCIATES
DOC. NO. 15293273

B2250-18 PSUE
AREA = 215± SQFT.

APN 092-07-007
SCVTA
PARCEL 15
DOC. NO. 16678056

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	950.00'	1°31'11"	25.20'
C2	449.07'	1°00'40"	7.93'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N66°58'44"E	1.60'
L2	N23°01'16"W	11.27'
L3	N23°01'16"W	8.46'
L4	S46°56'55"W	28.81'



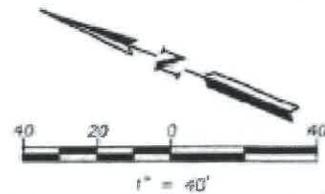
Julia MacRory
09.05.2019

E. CAPITOL AVENUE
(WIDTH VARIES)

LEGEND:

- POC = POINT OF COMMENCEMENT
- PSUE = PUBLIC SERVICE UTILITY EASEMENT
- (R) = RADIAL BEARING
- SCVTA = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT. = SQUARE FEET
- TPOB = TRUE POINT OF BEGINNING

ALL BEARINGS AND DISTANCES SHOWN HERE ARE GRID AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), ZONE 3, EPOCH 1998.5. MULTIPLY GRID DISTANCES BY 1.00005333 TO OBTAIN GROUND LEVEL DISTANCES.



PLAT TO ACCOMPANY LEGAL DESCRIPTION

B2250-18 PSUE
APN 092-08-096

CITY OF MILPITAS,
COUNTY OF SANTA CLARA, STATE OF CALIFORNIA



935 N FIRST ST., SUITE A
SAN JOSE, CA 95134-1808
PH: 408-221-5000
FAX: 408-221-5400

SCALE: 1"=40'	Drawn By: R. ESTRADA	Checked By: J. MacRORY	SHEET: 1 OF 1
DATE: 09/23/19			

W:\SURVEY\144\PROJECTS\MILPITAS\LEGAL\092-08-096\B2250-18 PSUE.dwg B2250-18 PSUE Sep 25, 2019 9:20am

**Exhibit C (temporary easement interests) to
Final Order of Condemnation**

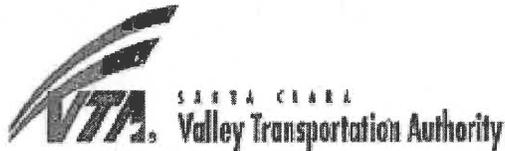
B2250-10

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction (and other related activities incidental to construction) of the Silicon Valley Berryessa Extension Project (SVBX), under, upon, over and across that certain real property, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "1" attached hereto and made a part hereof.

This Temporary Construction Easement will begin on or after July 24, 2012, when the property is first occupied for use for SVBX civil construction, and will continue for a duration of 37 continuous months, ending no later than August 31, 2015.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties thereto, and all covenants shall apply to and run with the land.



January 15, 2014
Parcel: B2250-10 TCE
Page 1 of 2

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT**

APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being the northeasterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 of Maps at Page 1, Santa Clara County Records;

Thence southeasterly along the general northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 11°45'11", for an arc length of 92.12 feet, to the TRUE POINT OF BEGINNING;

Thence continuing along said general northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 08°55'55", for an arc length of 70.01 feet;

Thence South 00°31'46" West, 37.67 feet;

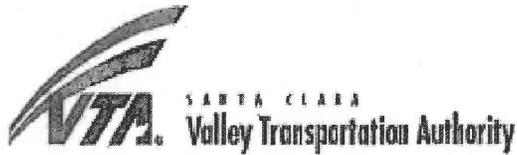
Thence South 23°01'29" East, 316.96 feet, to the beginning of a non-tangent curve to the left, being the northeasterly line of the parcel of land described in the Grant Deed recorded February 21, 2001, in Document No. 15565861, Santa Clara County Official Records;

Thence northwesterly along said northeasterly line and along said non-tangent curve to the left, having a radius of 3,036.00 feet, the radial line of which bears North 37°14'15" East, through a central angle of 01°27'41", for an arc length of 77.44 feet, to the beginning of a non-tangent curve to the right;

Thence northwesterly along said non-tangent curve to the right, having a radius of 171.00 feet, the radial line of which bears South 40°35'47" West, through a central angle of 07°11'08", for an arc length of 21.45 feet;

Thence North 42°13'05" West, 16.32 feet, to the northeasterly line of said Parcel 15;

Thence along said northeasterly line, North 23°01'16" West, 125.97 feet;



January 15, 2014
Parcel: B2250-10 TCE
Page 2 of 2

- Thence North 66°58'27" East, 1.35 feet;
- Thence North 23°01'16" West, 36.42 feet;
- Thence North 66°58'27" East, 7.09 feet;
- Thence North 23°01'16" West, 137.05 feet;
- Thence North 47°08'51" East, 26.32 feet, to the **TRUE POINT OF BEGINNING**.

Containing an area of 17,996 square feet, more or less.

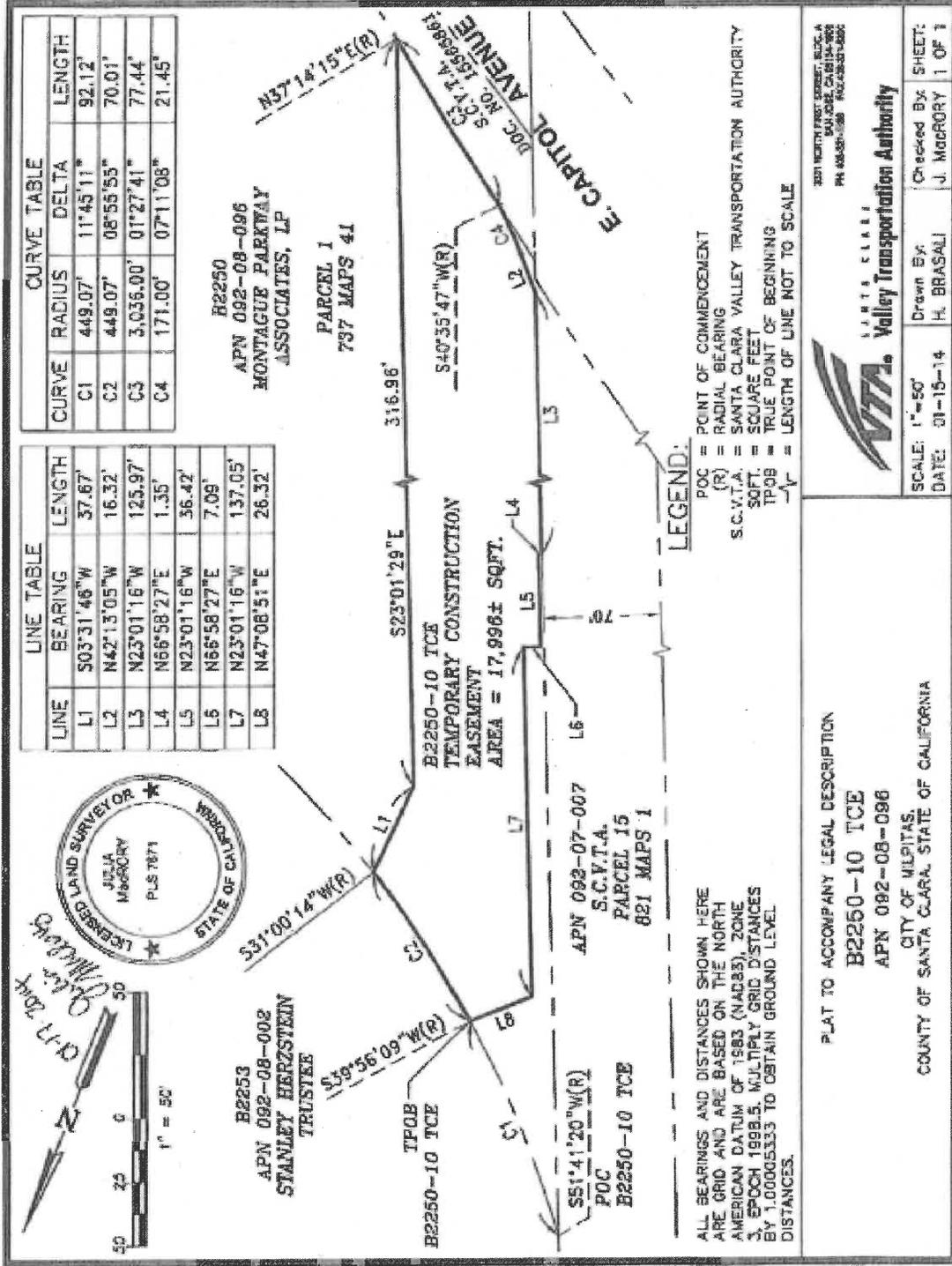
Plat Exhibit attached and by this reference made of part thereof.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

01-17-2014
Date

Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager





CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	449.07'	11°45'11"	92.12'
C2	449.07'	08°55'55"	70.01'
C3	3,036.00'	01°27'41"	77.44'
C4	171.00'	07°11'08"	21.45'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S03°31'46"W	37.67'
L2	N42°13'05"W	16.32'
L3	N23°01'16"W	125.97'
L4	N66°58'27"E	1.35'
L5	N23°01'16"W	36.42'
L6	N66°58'27"E	7.09'
L7	N23°01'16"W	137.05'
L8	N47°08'51"E	26.32'

B2250
 APN 092-08-096
 MONTAGUE PARKWAY
 ASSOCIATES, LP
 PARCEL 1
 737 MAPS 41

B2253
 APN 092-08-002
 STANLEY HERZSTEIN
 TRUSTEE

APN 092-07-007
 S.C.V.T.A.
 PARCEL 15
 821 MAPS 1

LEGEND:
 POC = POINT OF COMMENCEMENT
 (R) = RADIAL BEARING
 S.C.V.T.A. = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
 SQFT. = SQUARE FEET
 TPOB = TRUE POINT OF BEGINNING
 - - - = LENGTH OF LINE NOT TO SCALE

PLAT TO ACCOMPANY LEGAL DESCRIPTION
B2250-10 TCE
 APN 092-08-096
 CITY OF MILPITAS
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

VTA
 SANTA CLARA
 Valley Transportation Authority

SCALE: 1"=50'
 DATE: 01-15-14
 Drawn By: H. BRASALI
 Checked By: J. MACGARRY
 SHEET: 1 OF 1

300 NORTH FIRST STREET, SUITE 4
 MILPITAS, CALIFORNIA 95033
 PH 408-861-0500 FAX 408-861-0506

STATION PROJECTIONS/COORDINATES (EASIS and CLOSURE CALCULATIONS) B2250-10 TCE/Map 82253-10TCE Jan 14, 2014 - 1:14pm

B2250-11

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction (and other related activities incidental to construction) of the Silicon Valley Berryessa Extension Project (SVBX), under, upon, over and across that certain real property, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "I" attached hereto and made a part hereof.

This Temporary Construction Easement will begin or after December 15, 2015, when the property is first occupied for use for SVBX civil construction, and will continue for a duration of 24 continuous months, ending no later than December 14, 2017.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Parcel B2250-11
8/24/2011
TCE

LEGAL DESCRIPTION
APN 092-08-096

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

Being a portion of that certain Parcel of land described in the Grant Deed to Montague Parkway Associates, LP recorded June 28, 2000 under Recorder's Series No. 15293273, Official Records of said County, being more particularly described as follows:

BEGINNING at a point in the general northerly line of Parcel 1, as said Parcel is shown on that certain Parcel Map filed March 19, 2001 in Book 737, at Pages 41 through 43 Inclusive, Official Records of said County, said point being the northerly terminus of that certain course described as North 20°14'00" West 282.93 feet, as shown on said Parcel Map (the bearing of North 20°14'20" West being taken for the purpose of this description), said point also being the beginning of a non-tangent curve concave northerly and having a radius of 66.00 feet (a radial line of said curve through said point bearing South 20°13'41" East); thence

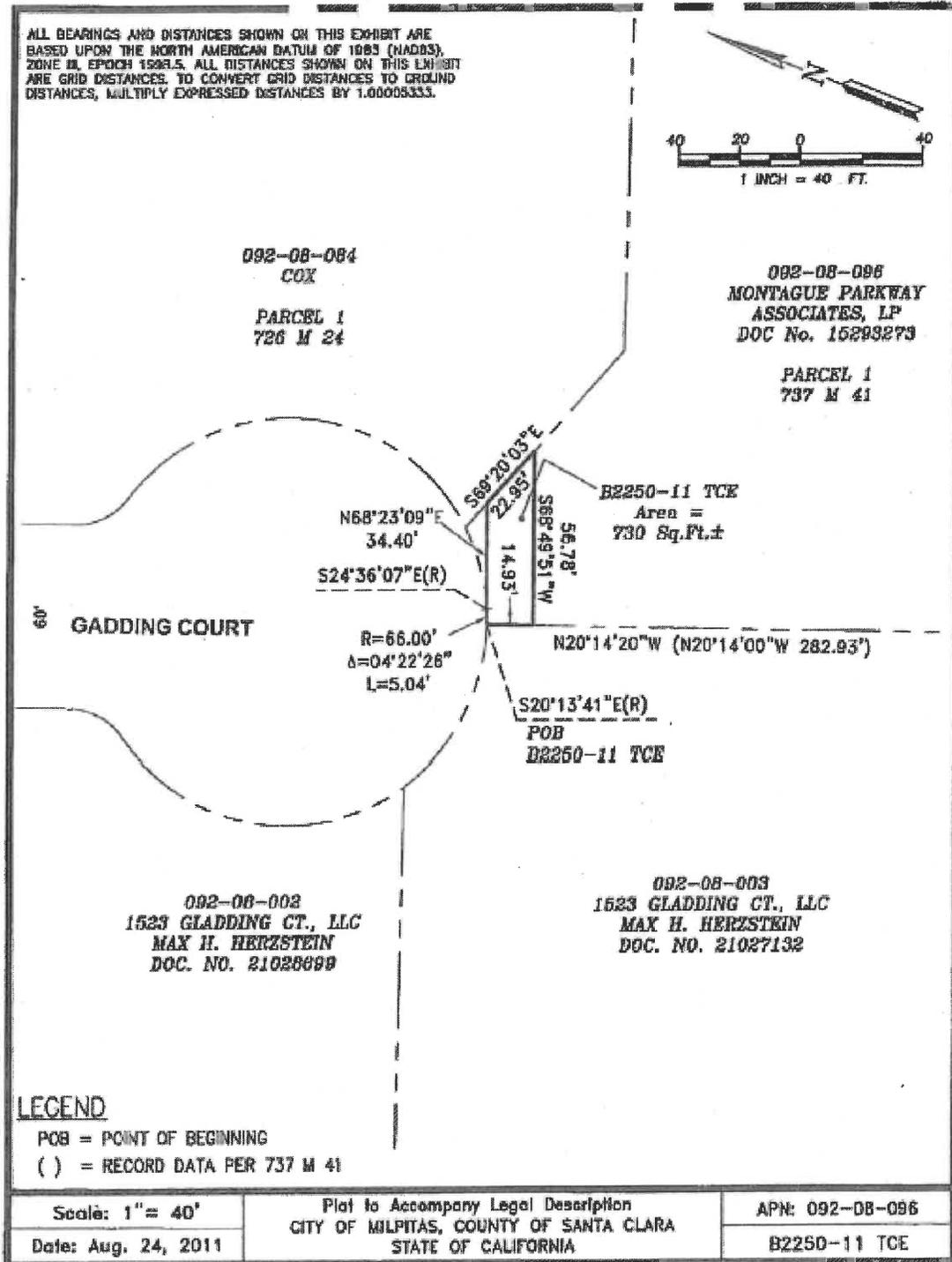
1. Easterly 5.04 feet along said curve and said general northerly line through a central angle of 04°22'26"; thence leaving last said line
2. North 68°23'09" East 34.40 feet to said general northerly line; thence
3. South 69°20'03" East 22.95 feet along said general northerly line; thence leaving last said line
4. South 68°49'51" West 56.78 feet to the general westerly line of said Parcel 1; thence
5. North 20°14'20" West 14.93 feet along last said line to t the **POINT OF BEGINNING**;

Containing 730 square feet more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

John W. Pettley
John W. Pettley, PLS 6202
My License Expires on 03/31/2012





B2250-12

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction (and other related activities incidental to construction) of the Silicon Valley Berryessa Extension Project (SVBX), under, upon, over and across that certain real property, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "1" attached hereto and made a part hereof.

This Temporary Construction Easement will begin on or after July 24, 2012, when the property is first occupied for use for SVBX civil construction, and will continue for a duration of six continuous months, ending no later than June 30, 2013.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties thereto, and all covenants shall apply to and run with the land.

Parcel B2250-12
8/24/2011
TCE

**LEGAL DESCRIPTION
APN 092-08-096**

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

Being a portion of that certain Parcel of land described in the Grant Deed to Montague Parkway Associates, LP recorded June 28, 2000 under Recorder's Series No. 15293273, Official Records of said County, being more particularly described as follows:

BEGINNING at the most easterly corner of that parcel of land described in Document Number 21027132, being also an angle point in the westerly line of Parcel 1, as said Parcel is shown on that certain Parcel Map filed March 19, 2001 in Book 737, at Pages 41 through 43 inclusive, both of Official Records of said County; thence

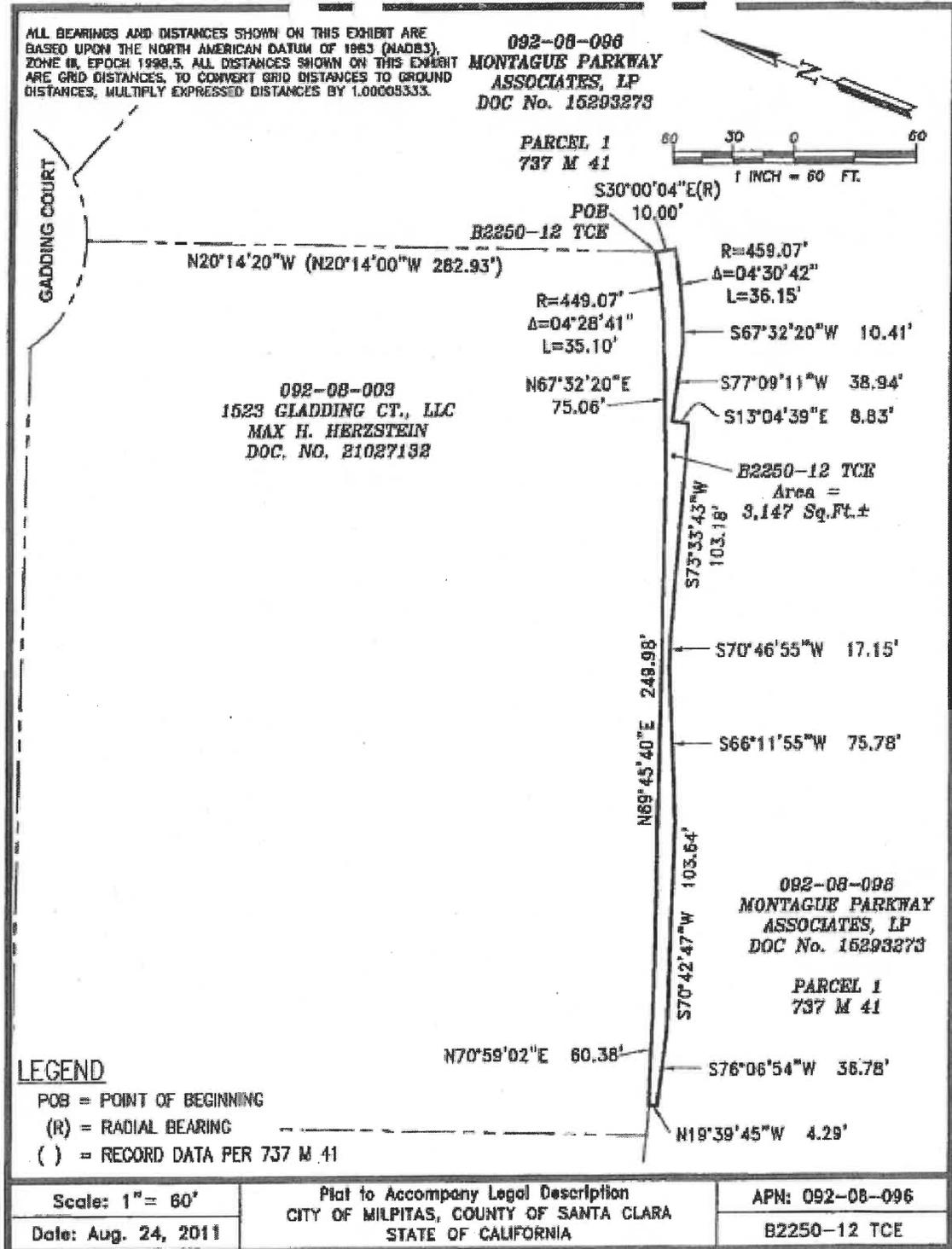
1. South 30°00'04" East 10.00 feet radial to the beginning of a curve to the right with radius of 459.07 feet; thence along said curve parallel to and 10.00 feet distant from said westerly line of Parcel 1
2. Southwesterly 36.15 feet along said curve through a central angle of 04°30'42"; thence
3. South 67°32'20" West 10.41 feet; thence leaving said parallel line
4. South 77°09'11" West 38.94 feet; thence
5. South 13°04'39" East 8.83 feet; thence
6. South 73°33'43" West 103.18 feet; thence
7. South 70°46'55" West 17.15 feet; thence
8. South 66°11'55" West 75.78 feet; thence
9. South 70°42'47" West 103.64 feet; thence
10. South 76°05'54" West 36.78 feet; thence
11. North 19°39'45" West 4.29 feet to said westerly line of Parcel 1; thence along said westerly line
12. North 70°59'02" East 60.38 feet; thence
13. North 69°45'40" East 249.98 feet; thence
14. North 67°32'20" East 75.06 feet to the beginning of a curve to the left with radius of 449.07 feet; thence
15. Northeasterly 35.10 feet along said curve through a central angle of 04°28'41" to the **TRUE POINT OF BEGINNING.**

Containing 3,147 square feet more or less.

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

John W. Pettley, PLS 6202
My License Expires on 03/31/2012





B2250-13

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement for the construction (and other related activities incidental to construction) of the Silicon Valley Berryessa Extension Project (SVBX), under, upon, over and across that certain real property, situated in the City of Milpitas, County of Santa Clara, State of California, and more particularly described in Exhibit "1" attached hereto and made a part hereof.

This Temporary Construction Easement will begin on or after July 24, 2012, when the property is first occupied for use for SVBX civil construction, and will continue for a duration of 36 continuous months, ending no later than July 23, 2015.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.



October 31, 2013
Parcel: B2250-13 TCE
Page 1 of 2

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
APN: 092-08-096

REAL PROPERTY situated in the City of Milpitas, County of Santa Clara, State of California, being a portion of Parcel 1 as shown on that certain Parcel Map filed March 19, 2001 in Book 737 of Maps at Page 41, Santa Clara County Records, also being a portion of the parcel of land described in the Grant Deed recorded June 28, 2000, as Document No. 15293273, Santa Clara County Official Records, more particularly described as follows:

COMMENCING at the most westerly corner of said Parcel 1, also being the northeasterly line of Parcel 15, as shown on that certain Record of Survey filed December 7, 2007 in Book 821 at page 1, Records of said County;

Thence along the northerly line of said Parcel 1 and along a non-tangent curve to the left, having a radius of 449.07 feet, the radial line of which bears South 51°41'20" West, through a central angle of 17°59'46" for an arc length of 141.05 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said northerly line and along said non-tangent curve to the left, having a radius of 449.07 feet, through a central angle of 07°05'51" for an arc length of 55.63 feet;

Thence South 26°40'26" West, 28.18 feet;

Thence South 23°01'33" East, 78.05 feet;

Thence South 67°02'51" West, 19.20 feet;

Thence North 23°01'28" West, 122.97 feet;

Thence North 00°31'26" West, 19.24 feet to the TRUE POINT OF BEGINNING.

Containing an area of 3,016 square feet, more or less.

Plat Exhibit attached and by this reference made of part thereof.



October 31, 2013
Parcel: 02250-13 TCE
Page 2 of 2

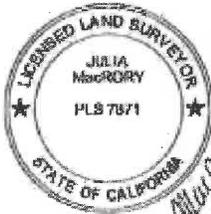
This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act. All bearings and distances are based on the North American Datum of 1983 (NAD83), Zone III, epoch 1998.5. All distances are grid distances. To convert grid distances to ground distances, multiply expressed distances by 1.00005333.

November 4, 2013
Date

Julia MacRory
Julia MacRory, LS 7871
Survey and Mapping Manager



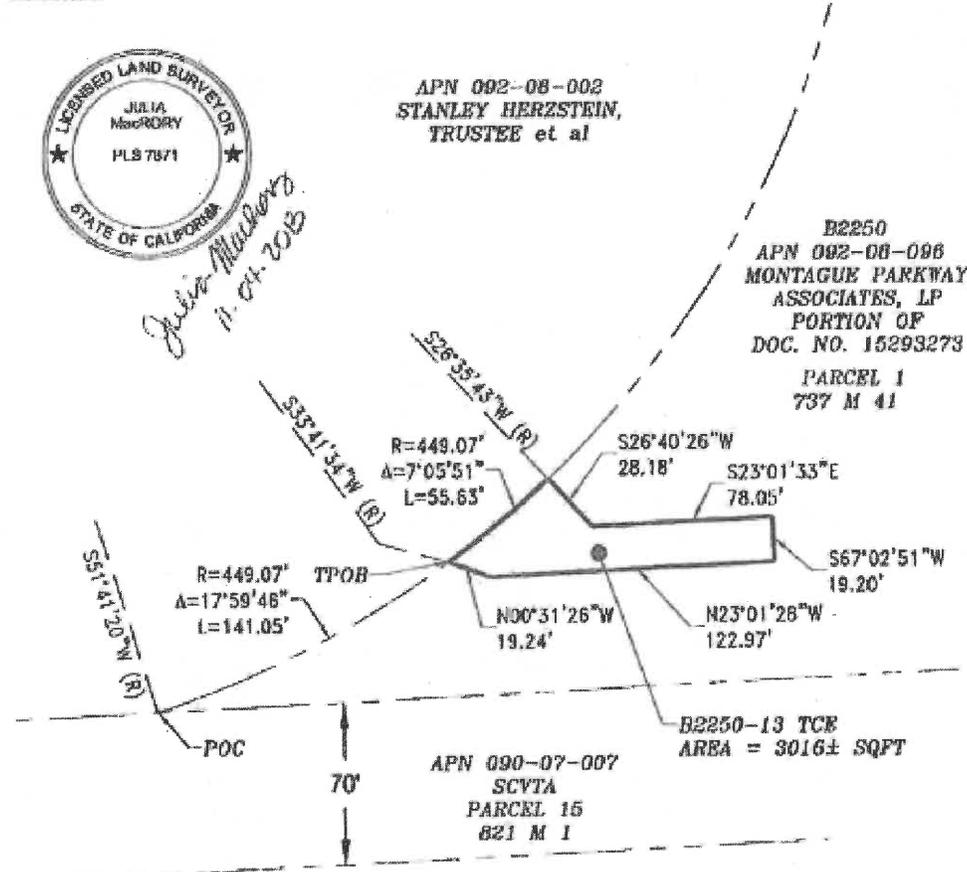
ALL BEARINGS AND DISTANCES SHOWN HERE ARE GRID
AND ARE BASED ON THE NORTH AMERICAN DATUM OF
1983 (NAD83), ZONE 3, EPOCH 1985.5. MULTIPLY GRID
DISTANCES BY 1.00003333 TO OBTAIN GROUND LEVEL
DISTANCES.



Julia MacRory
11-01-2013

APN 092-08-002
STANLEY HERZSTEIN,
TRUSTEE et al

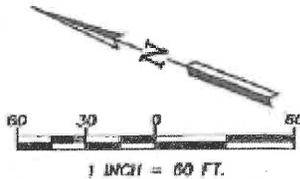
B2250
APN 092-08-096
MONTAGUE PARKWAY
ASSOCIATES, LP
PORTION OF
DOC. NO. 15293273
PARCEL 1
737 M 41



SURVEY-MAPPING-VTA, PROJECTS-SPRINT-SYRACUSE, LEGALS-AND-CLOSURE-CALIFORNIA, B2250-13 TCE-APN 092-08-096, NOV 4, 2013, 9:22AM

LEGEND:

- POC = POINT OF COMMENCEMENT
- TPOB = TRUE POINT OF BEGINNING
- SCVTA = SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
- SQFT = SQUARE FEET
- (R) = RADIAL BEARING



PLAT TO ACCOMPANY LEGAL DESCRIPTION
B2250-13 TCE
 APN 092-08-096
 CITY OF MILPITAS,
 COUNTY OF SANTA CLARA, STATE OF CALIFORNIA

SANTA CLARA
Valley Transportation Authority

2831 NORTH HERZ STREET, SUITE A
 SAN JOSE, CA 95134-1808
 PH: 408-271-2000 FAX: 408-271-2009

SCALE: 1"=60'	Drawn By: L. Bournmond	Checked By: J. MacRORY	SHEET: 1 OF 1
DATE: 11-01-13			

**Exhibit D (work on remainder property) to
Final Order of Condemnation**

Work Performed by VTA Benefitting the Remainder MPA Property

- 1 Constructed a 12-foot wall on VTA property outside the 10-foot roadway easement at the Gladding Court entrance driveway; to be maintained by VTA. Removed existing slat, metal fence and re-landscaped portion of remainder of MPA Property east of 12-foot wall.
- 2 Constructed wall on northwest corner of remainder MPA property from existing wall segment to South Milpitas Boulevard, including solid sliding gate, fencing and pedestrian gate along South Milpitas Boulevard; solid, sliding gate and wall to be maintained by VTA pursuant to easement.
- 3 Imported soil and rough graded the upper and lower detention basins on the remainder MPA property.
- 4 Constructed two large diameter storm drain laterals, a new storm drain manhole, a headwall structure at the easterly storm drain opening and riprap around the headwall structure on the remainder MPA property.
- 5 Constructed new precast sound wall at the property line of the remainder MPA property east of rail corridor, including extension of wrought iron fence to the property line.
- 6 Reinstalled front wall panels previously removed by VTA by Capital Avenue entrance to the remainder MPA property.
- 7 Replaced removed trees with new trees along Capital Avenue portion of the remainder MPA property on the street side of the wall panels.

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