

**AGREEMENT FOR SALE OF
REAL PROPERTY
FROM THE SANTA CLARA VALLEY WATER DISTRICT
TO THE CIVIC SOUTH BAY LLC**

Real Estate File No.: 4026-92.1 & 4026-93.1

THIS **AGREEMENT** is made and entered into by and between the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District created by the California Legislature (hereinafter "SELLER" or "DISTRICT") and **Civic South Bay LLC**, a Delaware Limited Liability Corporation (hereinafter "BUYER" or "CIVIC"), upon execution by SELLER (hereinafter "Effective Date"). SELLER and BUYER, each a party to this Agreement, may collectively be referred to as the PARTIES.

W I T N E S S E T H:

WHEREAS, Civic South Bay, LLC is proposing to develop 250 residential dwelling units, 315,000 square feet of retail, a public softball complex, and related infrastructure (public and private streets and related utilities) within 80 acres of vacant land in the City of San Jose (APN 670-29-022, 023, & 024, formerly 670-29-002, 017, 020, & 071);

WHEREAS, in 1979, Eli Reinhard and Ben Har Company dedicated to the Santa Clara Valley Water District fee title property and two easements to operate and maintain 2,730 feet of Lower Silver Creek (LSC) contained in a 72-inch diameter cast-in-place pipe (CIPP) located within the proposed development;

WHEREAS, with the development of the parcels, 1,060 feet of LSC will be removed and 1,170 feet of LSC will be realigned and constructed outside the existing District fee title property and easements and within a public street;

WHEREAS, BUYER will dedicate to the SELLER a new easement encompassing 1,170 feet of the new 72-inch diameter reinforced concrete pipe (RCP) upon construction of the new pipeline alignment;

WHEREAS, SELLER is the owner of that certain real property located in the City of San Jose, - County of Santa Clara, State of California, APN 670-29-018, more particularly described and depicted in **EXHIBIT "A" and EXHIBIT "B"** (hereinafter "PROPERTY") attached hereto and incorporated herein; and

WHEREAS, Section 31 of the District Act authorizes the Board by majority vote to exchange real property of equal value with any person, firm, or corporation where the real property to be exchanged is not required for district use and the property to be acquired is required for district use;

WHEREAS, the SELLER proposes to convey the two easements to BUYER in exchange for a new easement from BUYER along the new pipeline alignment;

WHEREAS, Section 31 of the District Act authorizes the Board to reconvey real property to the former owner by whom the property was conveyed, or from whom the property was condemned by the district, or the owner's successor in interest for fair market value;

WHEREAS, the SELLER proposes to convey 218 square feet of fee to BUYER, the successor in interest to Eli Reinhard and Ben Har Company for fair market value;

WHEREAS, BUYER has demonstrated it is a direct heir of the original grantor to the SELLER, and District staff has verified that BUYER is the successor in interest to Eli Reinhard and Ben Har

Company;

WHEREAS, the opinion of value for the fee title property of approximately 218 square feet is in the amount of \$2,751.00;

WHEREAS, SELLER desires to convey PROPERTIES to BUYER through an exchange and sale with the BUYER, and BUYER desires to purchase and exchange PROPERTIES with SELLER on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions hereinafter set forth, the PARTIES hereto do hereby agree as follows:

1. **Properties to be Conveyed.**

Subject to the provisions of this Agreement, SELLER shall transfer and convey to BUYER by Quitclaim Deed in the same form as **Exhibit "1"**, and BUYER shall purchase and take from SELLER, all of SELLER's right, title and interest in and to the PROPERTIES.

2. **Exchange.** SELLER shall convey to BUYER the two easements included in **"Exhibit 1"** in exchange for the conveyance of a water management easement and ownership of a 72-inch Reinforced Concrete Pipeline (RCP) along the new alignment depicted in **Exhibit "2"** from the BUYER to the SELLER upon installation of the RCP.

3. **Purchase Price.**

BUYER shall pay to SELLER, in consideration of SELLER's conveyance to BUYER of said fee title property the sum of TWO THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS (\$2,751.00). Said sum shall hereinafter be referred to as the "Purchase Price".

4. **Tender and Acceptance of Payment.**

BUYER shall deposit the Purchase Price with Old Republic Title Company, 224 Airport Parkway, Ste 170, San Jose, CA 95110 (the "Escrow Holder") no later than two (2) business days prior to the "Closing Date", as defined below. By its execution of this AGREEMENT, SELLER accepts the Purchase Price and promise to convey a water management easement and RCP, as described herein, as full compensation for the PROPERTIES.

5. **Additional Fees and Charges.**

BUYER shall be responsible for the full payment of all title insurance, escrow, recording fees, documentary transfer taxes, broker commission and other fees and charges associated with this transaction. BUYER shall indemnify, defend and hold SELLER harmless from and against, and SELLER shall have no liability or responsibility for any such fees, costs, taxes, or expenses.

6. **Delivery and Recording of Deed and Real Property Taxes.**

No later than thirty (30) days from the Effective Date, SELLER shall deliver, to the office of the Escrow Holder, a Quitclaim Deed executed by SELLER. SELLER and BUYER shall deliver any such additional documents and instruments as Escrow Holder may reasonably require in order to close escrow. The SELLER and BUYER shall provide Escrow Holder with their separate instructions for closing escrow consistent with the terms of this AGREEMENT. The Escrow Holder will close the escrow and record the Quitclaim Deeds on such date (the "Closing Date") as is directed by SELLER in its escrow instructions, but in no event later than fifteen (15) days after delivery of the Quitclaim Deeds to the Escrow

Holder.

Real property taxes and assessments, if any, shall be payable by BUYER for the period from and after the date of recordation of the Quitclaim Deeds.

7. BUYER's Sole Remedy for Failure to Convey.

In the event that SELLER's Quitclaim Deeds shall, for any reason, be insufficient to convey fee title to the PROPERTIES in condition acceptable to BUYER on or before the Closing Date, as shall be evidenced by Escrow Holder's willingness to issue an Owner's policy of title insurance, in form and content acceptable to BUYER, insuring such title in the name of BUYER in the amount of the Purchase Price, BUYER shall have the right to terminate this AGREEMENT, but shall have no other right of action against SELLER and shall not be entitled to recover any damages from SELLER, and all parties hereby shall return to status quo ante. The close of escrow shall constitute BUYER's waiver of its right to terminate this AGREEMENT pursuant to this Section 6 or other right of action against SELLER in regards to failure to convey fee title or other condition of title.

8. Condition of Title.

SELLER's right, title and interest in and to the PROPERTY shall be delivered by SELLER hereunder subject to all exceptions, encumbrances, liens and restrictions of record and not of record, as of the Closing Date.

9. AS-IS Property Condition/BUYER's Due Diligence.

BUYER agrees that: i) it is purchasing the PROPERTY "as is" and in reliance on BUYER's own investigation, which it has had the opportunity to conduct to its satisfaction prior to the Effective Date, ii) no representations or warranties of any kind whatsoever, express or implied, have been made by SELLER regarding the PROPERTY or the legal or physical condition thereof, including without limitation any zoning regulations or other governmental requirements, the existence of "Hazardous Substances" (as defined in Section 9, below) or other site conditions, or any other matters affecting the use, value or condition of the PROPERTY, and iii) it shall take the PROPERTY in the condition that it is in at the Closing Date. To the extent that SELLER has provided to BUYER information or reports regarding the PROPERTY, SELLER makes no representations or warranties with respect to the accuracy or completeness thereof.

10. Indemnification and Hold Harmless.

BUYER agrees to protect, defend, indemnify and hold harmless, SELLER, its officers, employees, or agents, from and against all claims, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (collectively, "Claims") of any kind whatsoever paid, incurred, suffered or asserted, or related to, on or after the close of escrow directly or indirectly arising from or attributable to physical conditions on or BUYER's use of the PROPERTY (including BUYER's use of the PROPERTY before the Effective Date), including without limitation any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Substance on, under or about the PROPERTY, regardless of whether undertaken due to governmental action. The foregoing hold harmless and indemnification provision and following release provision shall apply to the fullest extent permitted by law, including where such Claim is the result of the act or omission of SELLER, its officers, agents or employees, except to the extent such Claim is the result of the future negligent act or omission or willful misconduct of such parties. Without limiting the generality of this indemnity and hold harmless provision in any way, this provision is intended to operate as

an Agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 in order to indemnify, defend, protect and hold harmless SELLER, its officers, agents or employees for any liability pursuant to such sections. SELLER and BUYER agree that for purposes of this Agreement, the term "Hazardous Substance" shall have the definition set forth in **EXHIBIT "C"**, which is attached to this AGREEMENT and incorporated by reference. BUYER, for itself, its legal representatives and assigns, releases SELLER, its officers, agents or employees from any and all Claims that it had, now has, or claims to have, or that any person claiming through them may have, or claim to have, arising out of any use, or legal or physical conditions, of the PROPERTY (including, without limitation, uses of or conditions on the Properties undertaken or caused by BUYER's prior to the Effective Date).

11. **General Release and Waiver.**

BUYER, for buyer, and buyer's affiliates, successors in interest, assigns and subsequent owners of the property releases district, district's employees, agents, officers, servants, successors, assigns, and affiliates, and any other person acting on behalf of district for whom district may be held legally responsible, from, and waives all claims and liability against district for or attributable to, any structural, physical, or environmental condition at the property, including without limitation, claims or liabilities relating to the presence, discovery, or removal of any hazardous substances in, at, about, or under the property, or for, connected with, or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Responses, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as amended by SARA [Superfund Amendment and Reauthorization Act of 1986], and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., or any related claims or causes of action or any other federal or state based statutory or regulatory causes of action for environmental contamination at, in, or under the property. Notwithstanding anything herein to the contrary, the agreements of buyer set forth in this subparagraph 8b shall be deemed reaffirmed as of the close of escrow and shall survive the close of escrow and shall not be merged therein. Buyer is familiar with, and hereby waives for itself, buyer's successors and assigns and subsequent owners of the property, its rights, if any, under California Civil Code Section 1542, which provides as follows:

"a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or settlement with the debtor."

Buyer indicates its acknowledgment of the foregoing provisions of subparagraphs by initialing below:

Buyer: _____

12. **Binding on Successors.**

This AGREEMENT inures to the benefit of and is binding on the parties, their respective heirs, personal representatives, successors and assigns.

13. **Merger: Entire Agreement.**

This AGREEMENT supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between SELLER and BUYER relating to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

The terms of this AGREEMENT shall not be modified or amended except by an instrument in writing executed by each of the parties hereto.

14. Notices.

Any notice which is required to be given hereunder, or which either party may desire to give to the other, shall be in writing and may be personally delivered or given by mailing the same by registered or certified mail, postage prepaid, addressed as follows:

To the BUYER:

Civic South Bay LLC
A Delaware Limited Liability Corporation
David Sanson, Manager
1500 Willow Pass Court
Concord, CA 94520

or to such other place as BUYER may designate by written notice.

To the SELLER:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3686
Attn: Real Estate Services Unit

or to such other place as SELLER may designate by written notice.

15. Miscellaneous.

- a. Whenever the singular number is used in this AGREEMENT and when required by the context, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.
- b. If there be more than one entity designated in or signatory to this AGREEMENT as BUYER, the obligations hereunder imposed upon BUYER shall be joint and several; and the term BUYER as used herein shall refer to each and every of said signatory parties, severally as well as jointly.
- c. Time is and shall be of the essence of each term and provision of this AGREEMENT.
- d. Each and every term, condition, covenant and provision of this AGREEMENT is and shall be deemed to be a material part of the consideration for SELLER's entry into this AGREEMENT, and any breach hereof by BUYER shall be deemed to be a material breach. Each term and provision of this AGREEMENT performable by BUYER shall be construed to be both a covenant and a condition.
- e. This AGREEMENT shall be deemed to have been made in, and be construed in accordance with the laws of the State of California. Venue for any proceeding to enforce the provisions of this AGREEMENT shall be in the County of Santa Clara.
- f. The headings of the several paragraphs and sections of this AGREEMENT are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this AGREEMENT and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- g. In the event any covenant, condition or provision herein contained is held to be

invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided the invalidity of any such covenant, condition or provision does not materially prejudice either BUYER or SELLER in its respective rights and obligations contained in the valid covenants, conditions and provisions of this AGREEMENT.

- h. All exhibits and addenda referred to herein, and any exhibits or schedules which may from time to time be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this AGREEMENT as if set forth fully herein. The exhibits to this AGREEMENT are as follows:
 - i. Exhibit A - Legal Descriptions of PROPERTY
 - ii. Exhibit B – Plat of PROPERTY
 - iii. Exhibit 1 - Quitclaim Deed
 - iv. Exhibit 2 – New Alignment
 - v. Exhibit C - Hazardous Materials
- i. This AGREEMENT shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.
- j. Days, unless otherwise specified, shall mean calendar days.
- k. The Chief Executive Officer of SELLER and BUYER, or their respective designee, are authorized to execute on behalf of, respectively, the SELLER and BUYER, deeds and all other documents as may be necessary to effectuate this AGREEMENT and the transfer of property rights herein.

WITNESS THE EXECUTION HEREOF on the date of execution by SELLER as written below:

“SELLER”

Approved as to form:

SANTA CLARA VALLEY WATER DISTRICT, a
California Special District

By: _____
Joseph D. Aranda
Assistant District Counsel

By: _____
Norma J. Camacho
Chief Executive Officer

Date of Execution: _____

“BUYER”

CIVIC SOUTH BAY LLC, a Delaware Limited Liability
corporation

By: _____
David B. Sanson
Manager

Date of Execution: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

NOVEMBER 1, 2017
JOB NO.: 2612-000

EXHIBIT A
LEGAL DESCRIPTION
QUITCLAIM- STORM DRAIN EASEMENT
E349 OR 728 (PORTION)
SAN JOSE, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS 'PARCEL 2' IN THE GRANT DEED TO SANTA CLARA VALLEY WATER DISTRICT RECORDED MARCH 16, 1979 IN BOOK E349 OF OFFICIAL RECORDS AT PAGE 728 IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT, 20.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS,

COMMENCING AT A POINT ON THE CENTERLINE OF SAID PARCEL 2 (E349 OR 728), SAID POINT BEING THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID DOCUMENT (E349 OR 728) AS "NORTH 27°29'56" EAST, 458.32 FEET",

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID CENTERLINE, NORTH 27°29'01" EAST (THE BEARING OF NORTH 27°29'01" EAST BEING USED FOR PURPOSES OF MAKING THIS DESCRIPTION) 352.03 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION,

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID CENTERLINE, THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 27°29'01" EAST 106.59 FEET,
- 2) NORTH 44°12'42" WEST 147.79 FEET;
- 3) ALONG THE ARC OF A TANGENT 500.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°41'36", AN ARC DISTANCE OF 259.12 FEET;
- 4) NORTH 14°31'07" WEST 128.59 FEET;
- 5) ALONG THE ARC OF A TANGENT 170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 78°52'41", AN ARC DISTANCE OF 234.04 FEET TO THE POINT OF TERMINUS FOR THIS DESCRIPTION. SAID POINT ALSO BEING THE POINT OF TERMINUS FOR SAID PARCEL 2 (E349 OR 728).

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

NOVEMBER 1, 2017
JOB NO. : 2612-000

CONTAINING 17,536 SQUARE FEET OR 0.40 ACRES OF LAND MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.




JOEL GARCIA, P.L.S.
L.S. NO. 5285
11-01-2017

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

NOVEMBER 1, 2017
JOB NO.: 2612-000

**EXHIBIT B
LEGAL DESCRIPTION
QUITCLAIM- SANTA CLARA VALLEY WATER DISTRICT
E349 OR 728 - PARCEL 3
SAN JOSE, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

BEING A ALL THAT CERTAIN PARCEL OF LAND DESCRIBED AS 'PARCEL 3' IN
THE GRANT DEED TO SANTA CLARA VALLEY WATER DISTRICT RECORDED MARCH
16, 1979 IN BOOK E349 OF OFFICIAL RECORDS AT PAGE 728 IN THE OFFICE
OF THE COUNTY RECORDER OF SANTA CLARA COUNTY.

CONTAINING 218 SQUARE FEET OF LAND MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.




JOEL GARCIA, P.L.S.
L.S. NO. 5285
11-01-2017

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

NOVEMBER 1, 2017
JOB NO.: 2612-000

**EXHIBIT A
LEGAL DESCRIPTION
QUITCLAIM- STORM DRAIN EASEMENT
E349 OR 733
SAN JOSE, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

BEING ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE STORM DRAIN
EASEMENT DEED TO SANTA CLARA VALLEY WATER DISTRICT RECORDED MARCH
16, 1979 IN BOOK E349 OF OFFICIAL RECORDS AT PAGE 733 IN THE OFFICE OF
THE COUNTY RECORDER OF SANTA CLARA COUNTY.

CONTAINING 3,456 SQUARE FEET OR 0.079 ACRES OF LAND MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.




JOEL GARCIA, P.L.S.
L.S. NO. 5285
11-01-2017

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EXHIBIT "B"

PLAT OF PROPERTY

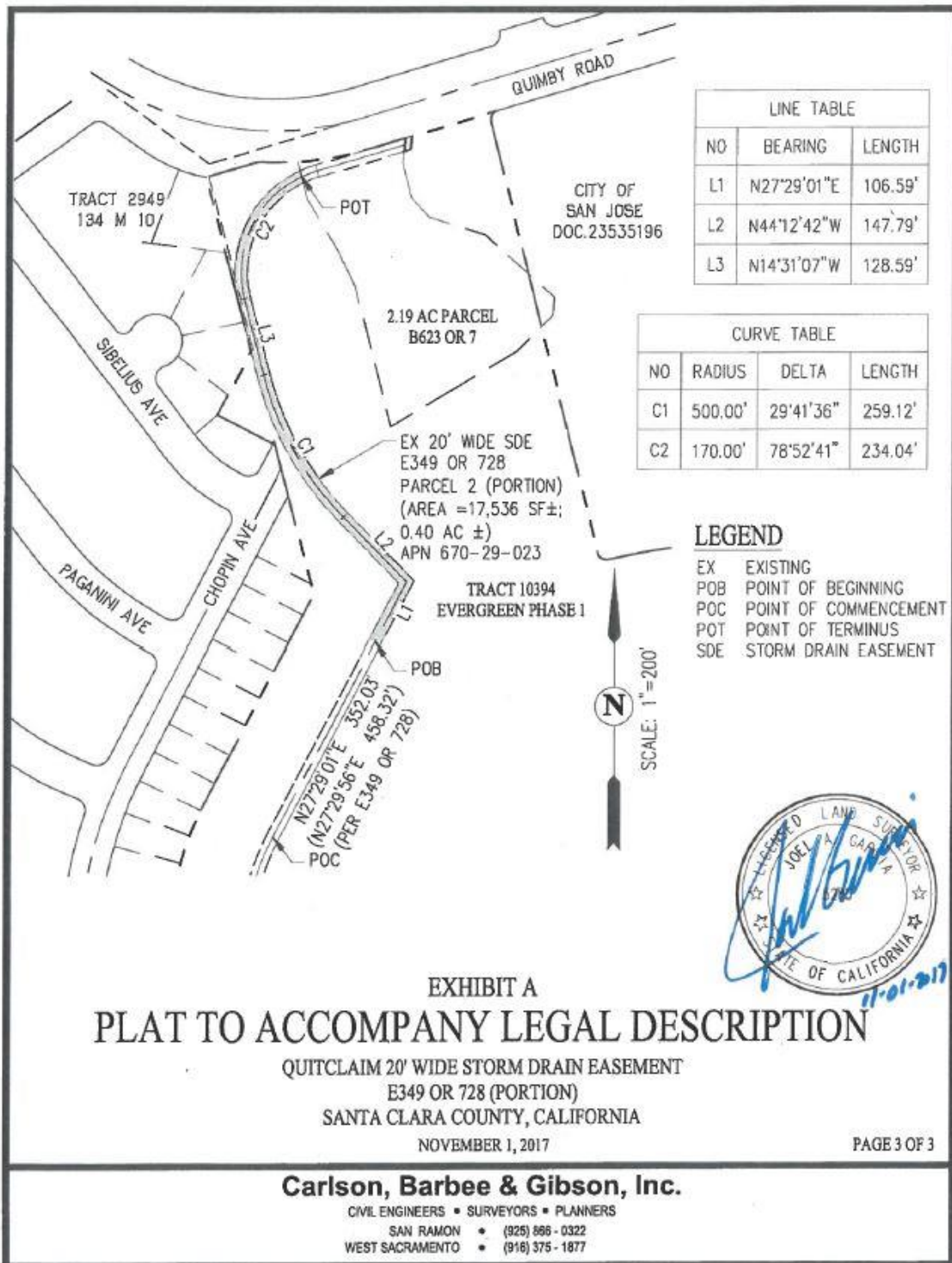


EXHIBIT "B"

PLAT OF PROPERTY

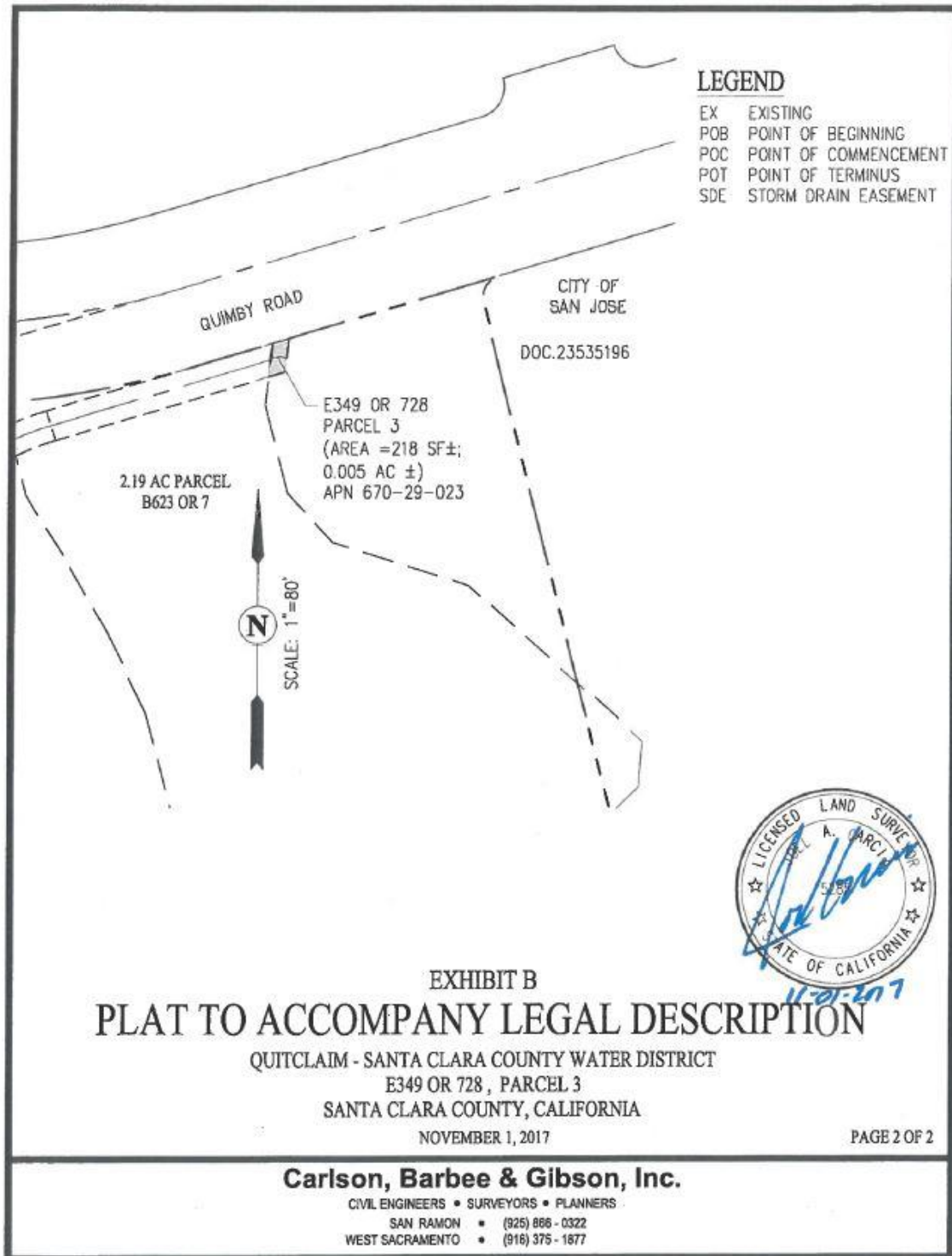


EXHIBIT "B"

PLAT OF PROPERTY

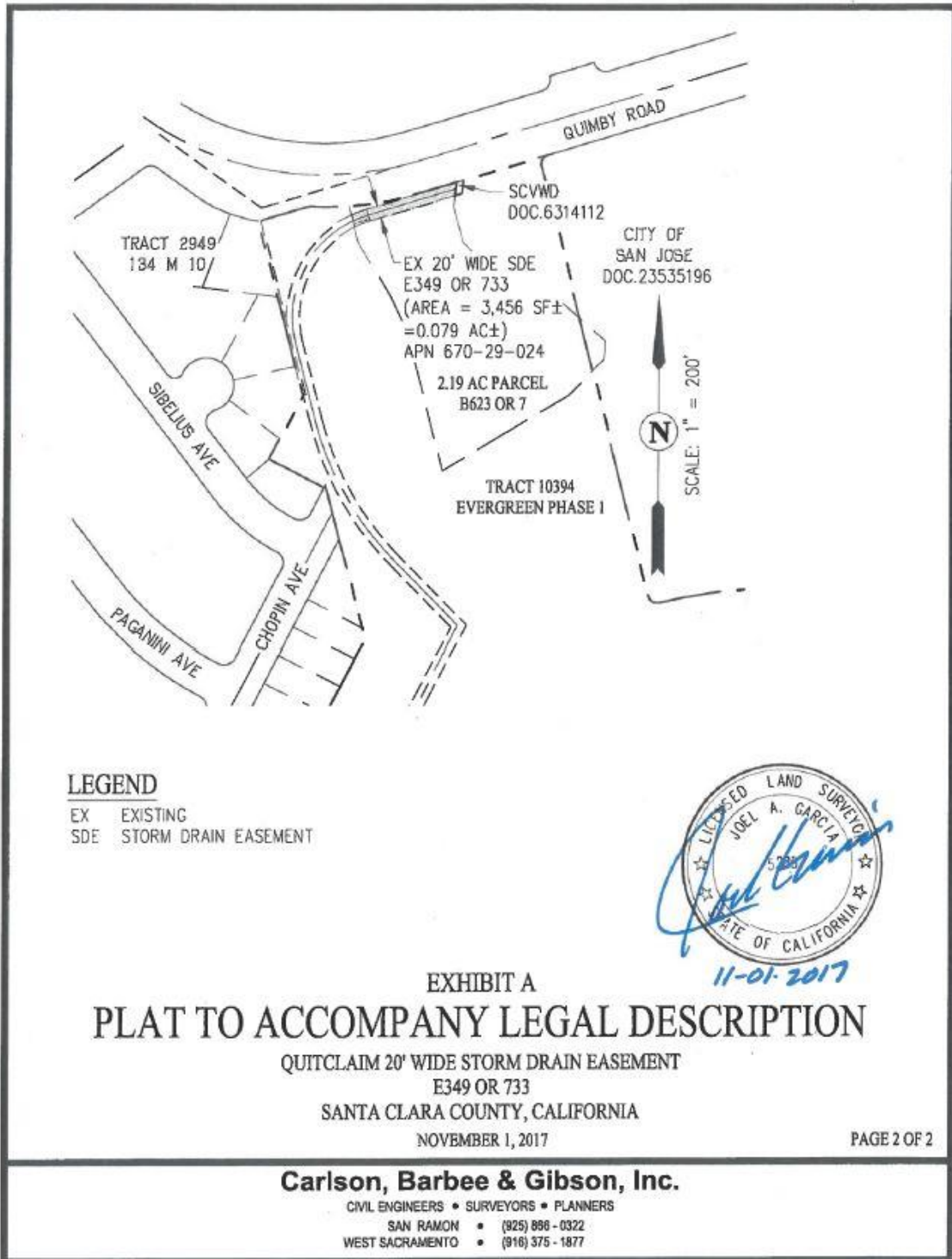


EXHIBIT "1"

QUITCLAIM DEED

RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: Portion of 670-29-018 & 670-29-023

DOCUMENT NO.: 4026-92.1

QUITCLAIM DEED

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), hereinafter "Grantor," does hereby release and quitclaim to Civic South Bay, LLC, all that real property, including the 72-inch diameter cast-in-place pipe, in the City of San Jose, County of Santa Clara, State of California, described as:

"Exhibit A" and "Exhibit B" attached

Dated this _____ day of _____, 20__

SANTA CLARA VALLEY WATER
DISTRICT

By: _____
Chief Executive Officer

Attest: Michele L. King

By: _____
Clerk/Board of Directors

EXHIBIT "1"

QUITCLAIM DEED

DOCUMENT NO.: 4026-92.1

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

On this ____ day of _____, in the year 20____, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

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

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

EXHIBIT "1"

QUITCLAIM DEED

NOVEMBER 1, 2017
JOB NO.: 2612-000

EXHIBIT A
LEGAL DESCRIPTION
QUITCLAIM- STORM DRAIN EASEMENT
E349 OR 728 (PORTION)
SAN JOSE, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS 'PARCEL 2' IN THE GRANT DEED TO SANTA CLARA VALLEY WATER DISTRICT RECORDED MARCH 16, 1979 IN BOOK E349 OF OFFICIAL RECORDS AT PAGE 728 IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT, 20.00 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS,

COMMENCING AT A POINT ON THE CENTERLINE OF SAID PARCEL 2 (E349 OR 728), SAID POINT BEING THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID DOCUMENT (E349 OR 728) AS "NORTH 27°29'56" EAST, 458.32 FEET",

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID CENTERLINE, NORTH 27°29'01" EAST (THE BEARING OF NORTH 27°29'01" EAST BEING USED FOR PURPOSES OF MAKING THIS DESCRIPTION) 352.03 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION,

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID CENTERLINE, THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 27°29'01" EAST 106.59 FEET,
- 2) NORTH 44°12'42" WEST 147.79 FEET;
- 3) ALONG THE ARC OF A TANGENT 500.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29°41'36", AN ARC DISTANCE OF 259.12 FEET;
- 4) NORTH 14°31'07" WEST 128.59 FEET;
- 5) ALONG THE ARC OF A TANGENT 170.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 78°52'41", AN ARC DISTANCE OF 234.04 FEET TO THE POINT OF TERMINUS FOR THIS DESCRIPTION. SAID POINT ALSO BEING THE POINT OF TERMINUS FOR SAID PARCEL 2 (E349 OR 728).

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EXHIBIT "1"
QUITCLAIM DEED

LEGAL DESCRIPTION

NOVEMBER 1, 2017
JOB NO. : 2612-000

CONTAINING 17,536 SQUARE FEET OR 0.40 ACRES OF LAND MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.




JOEL GARCIA, P.L.S.
L.S. NO. 5285
11-01-2017

EXHIBIT "1"

QUITCLAIM DEED

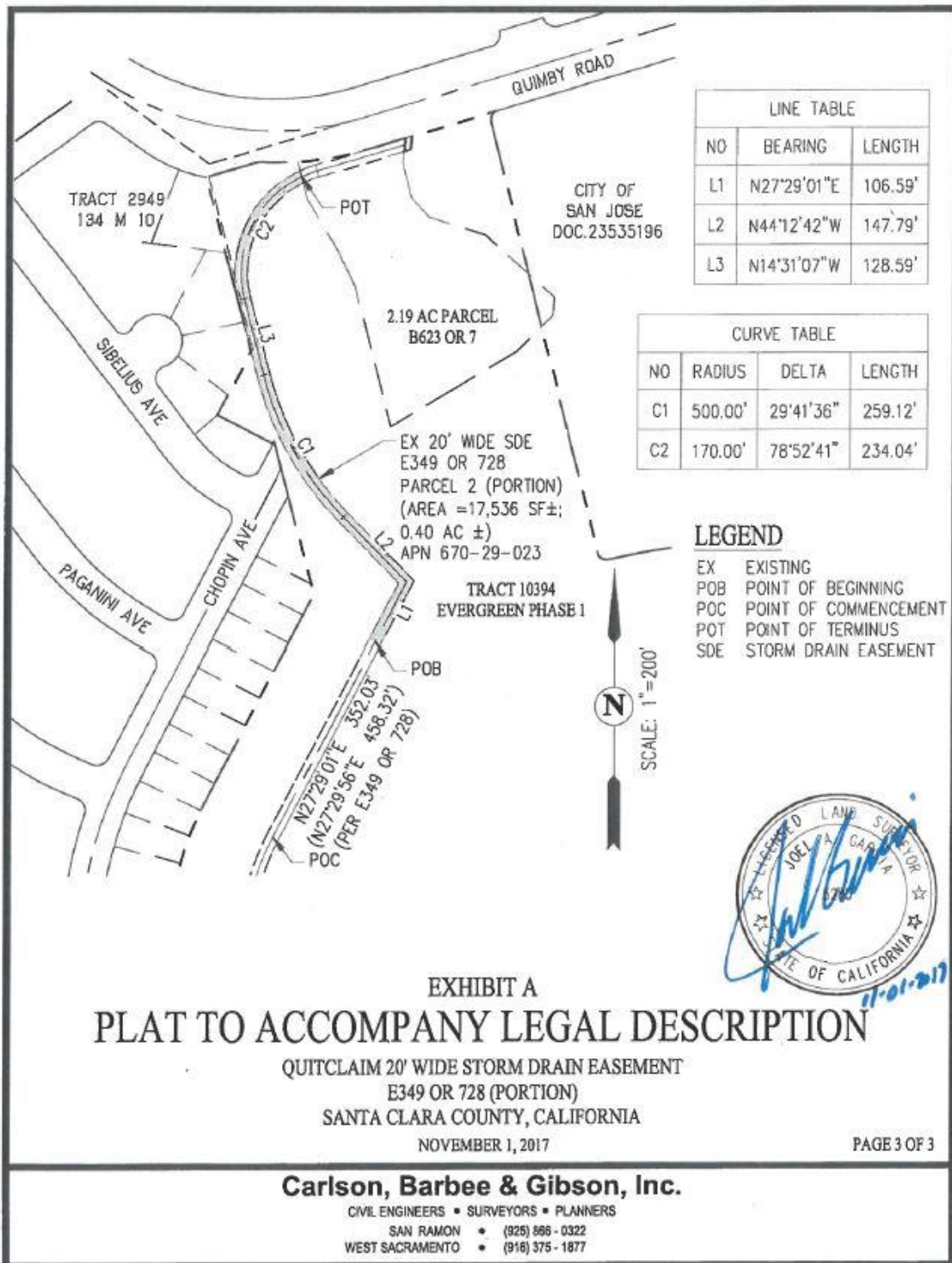


EXHIBIT "1"

QUITCLAIM DEED

NOVEMBER 1, 2017
JOB NO.: 2612-000

**EXHIBIT B
LEGAL DESCRIPTION
QUITCLAIM- SANTA CLARA VALLEY WATER DISTRICT
E349 OR 728 - PARCEL 3
SAN JOSE, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

BEING A ALL THAT CERTAIN PARCEL OF LAND DESCRIBED AS 'PARCEL 3' IN
THE GRANT DEED TO SANTA CLARA VALLEY WATER DISTRICT RECORDED MARCH
16, 1979 IN BOOK E349 OF OFFICIAL RECORDS AT PAGE 728 IN THE OFFICE
OF THE COUNTY RECORDER OF SANTA CLARA COUNTY.

CONTAINING 218 SQUARE FEET OF LAND MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.




JOEL GARCIA, P.L.S.
L.S. NO. 5285
11-01-2017

EXHIBIT "1"

QUITCLAIM DEED

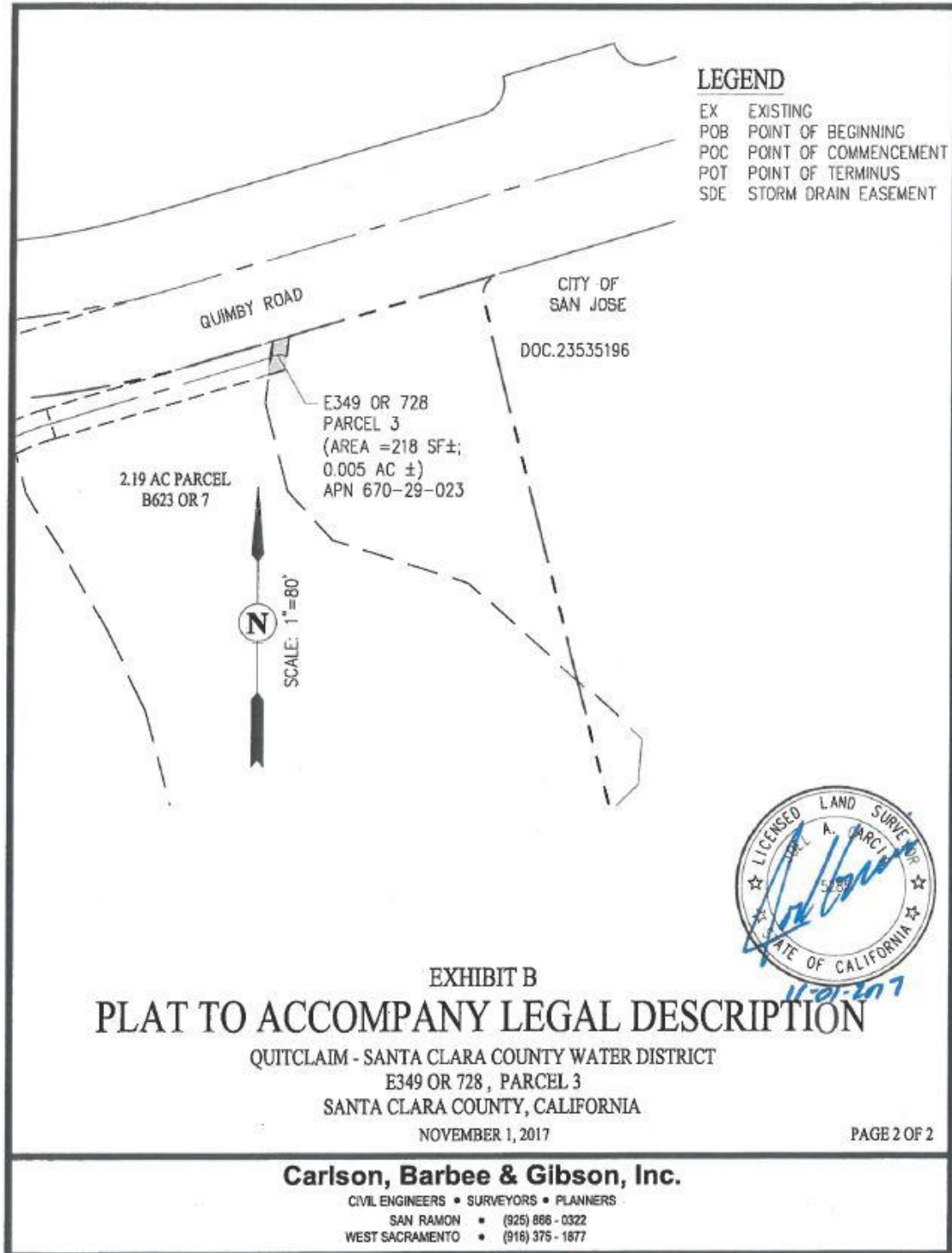


EXHIBIT "1"

QUITCLAIM DEED

RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: Portion of 670-29-024

DOCUMENT NO.: 4026-93.1

QUITCLAIM DEED

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), hereinafter "Grantor," does hereby release and quitclaim to Civic South Bay, LLC, all that real property, including the 72-inch diameter cast-in-place pipe, in the City of San Jose, County of Santa Clara, State of California, described as:

"Exhibit A" attached

Dated this _____ day of _____, 20__

SANTA CLARA VALLEY WATER
DISTRICT

By: _____
Chief Executive Officer

Attest: Michele L. King

By: _____
Clerk/Board of Directors

EXHIBIT "1"

QUITCLAIM DEED

DOCUMENT NO.: 4026-93.1

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

On this ____ day of _____, in the year 20__, before me _____,

Notary Public, personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

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

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

EXHIBIT "1"

QUITCLAIM DEED

NOVEMBER 1, 2017
JOB NO.: 2612-000

EXHIBIT A
LEGAL DESCRIPTION
QUITCLAIM- STORM DRAIN EASEMENT
E349 OR 733
SAN JOSE, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
SAN JOSE, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

BEING ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE STORM DRAIN
EASEMENT DEED TO SANTA CLARA VALLEY WATER DISTRICT RECORDED MARCH
16, 1979 IN BOOK E349 OF OFFICIAL RECORDS AT PAGE 733 IN THE OFFICE OF
THE COUNTY RECORDER OF SANTA CLARA COUNTY.

CONTAINING 3,456 SQUARE FEET OR 0.079 ACRES OF LAND MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.




JOEL GARCIA, P.L.S.
L.S. NO. 5285
11-01-2017

Page 1 of 2

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EXHIBIT "1"

QUITCLAIM DEED

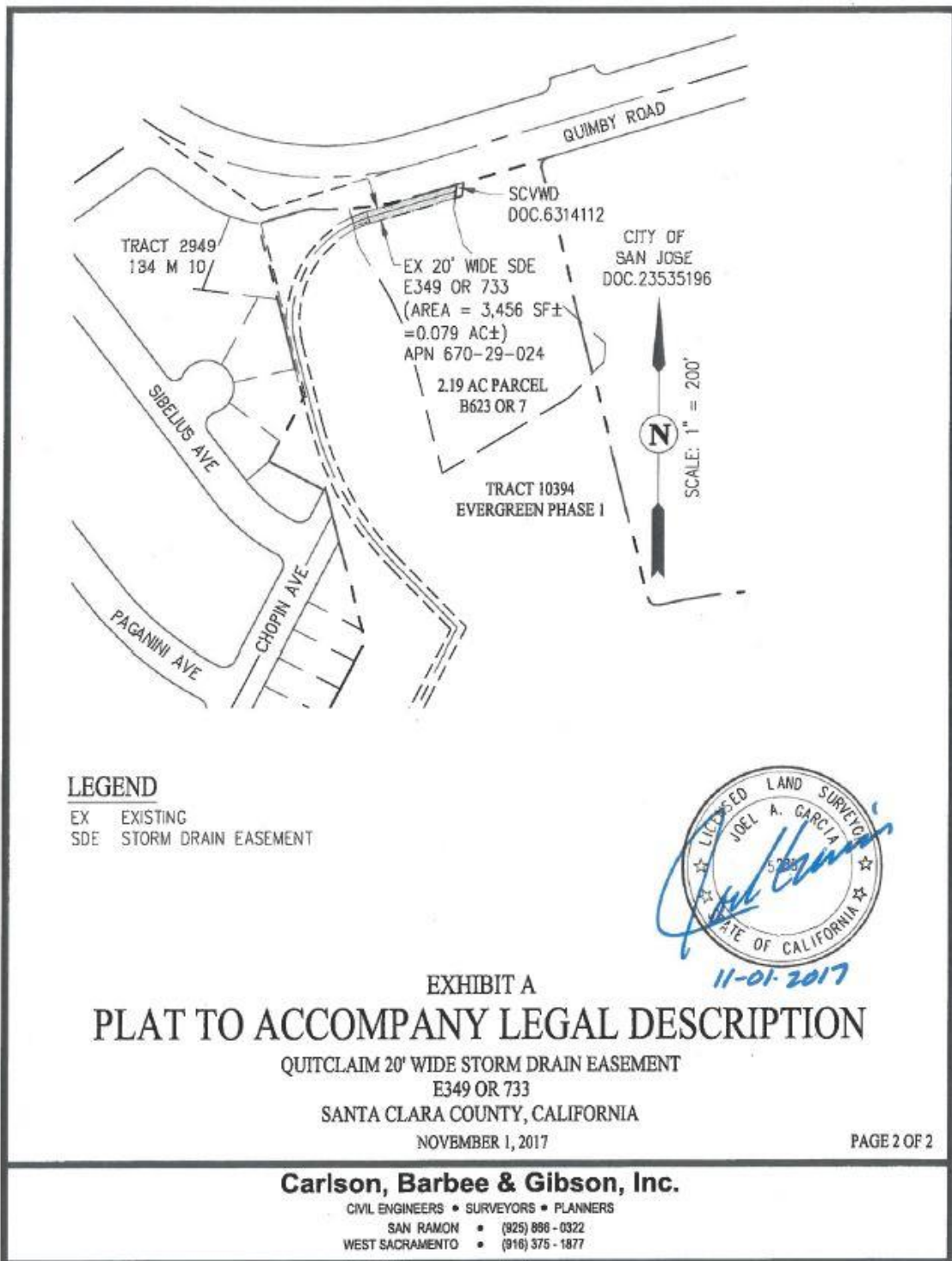


EXHIBIT "2" **NEW ALIGNMENT**

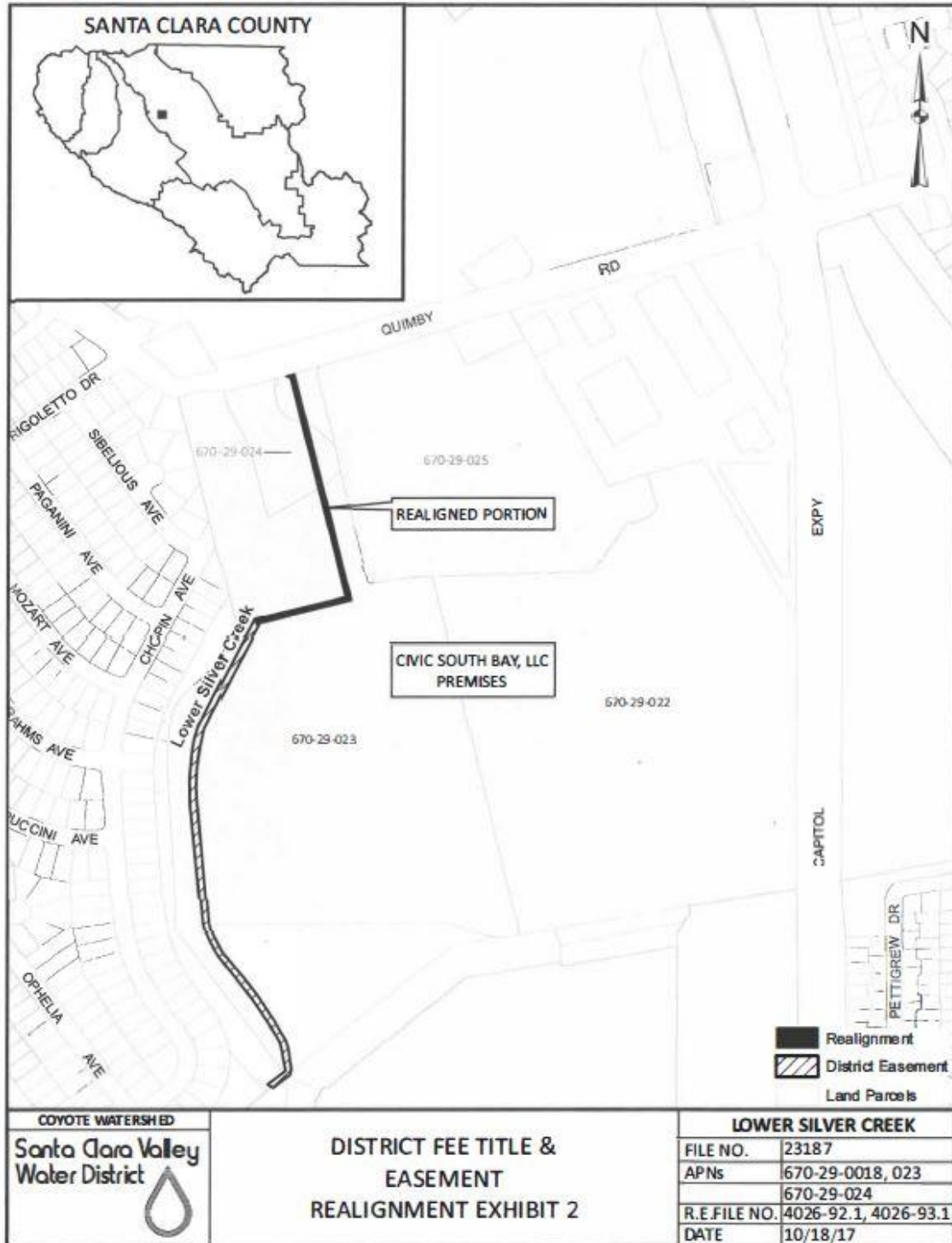


EXHIBIT "C"

Hazardous Materials

For the purpose of this Agreement, "**HAZARDOUS MATERIALS**" shall mean any and all: (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws; (b) materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and, (c) substances, products, by-products, wastes or other materials which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For the purposes of this Agreement, "**ENVIRONMENTAL LAWS**" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up.