

2/27/18

SCVWD Land Department

To Whom It May Concern:

We were recently informed that SCVWD has asked PG&E to provide a formal appraisal for an easement modification on a proposed Metcalf-Salinas 115kV NERC project. Hopefully we can avoid this step for this nominal acquisition with some additional information about PG&E's appraisal department and internal valuation process.

Here at PG&E we, just like SCVWD, have a professional and experienced right of way staff. That staff includes a full appraisal department with over 35 years of combined experience in right of way appraisal and oversight by an MAI. On non-complex valuation projects with low dollar thresholds (under \$50k), like the proposed easement modification for the Metcalf-Salinas project, we follow the lead of Caltrans and numerous other agencies by employing an internal valuation estimate in-lieu of formal appraisal. This approach acts to streamline the acquisition process while providing a professional valuation product to support the acquisition. When PG&E uses the internal valuation estimate process, the appraisal department acknowledges the benefit and cost savings to PG&E (and the public) by erring on the side of caution to the benefit of the property owner.

While we understand that the standard process at SCVWD may be to require a formal appraisal for the grant of an easement, the hope is that the district has the flexibility to recognize that PG&E is atypical in that we have the professional experience to be able to produce a credible valuation estimate for this type of nominal acquisition without the need for the excess cost and time that a formal appraisal might require. We would certainly expect SCVWD to provide the same or a similar product to PG&E if the district wanted to acquire an easement across PG&E property.

In closing, we ask that you reconsider the request for a formal appraisal on this nominal project. If there are any problems with the valuation estimate, or if there is any information that the District feels PG&E has missed, we would be more than happy to review any additional information that the District would like PG&E to consider.

If you would like to discuss this particular valuation estimate or you would like more information about the PG&E valuation process in general, please feel free to reach out to me at 925-270-2765 or NXMV@pge.com. I would be very pleased to answer any questions you may have or to continue the dialogue.

Kind regards,



Nathan Mott

Principal, PG&E Appraisal Department

As requested, attached is a summary report of the estimated market value for the proposed acquisition. This is a desktop estimate based on information available to PG&E's Appraisal Department. While the valuation estimate contains much of the same research and methodology that would be found in an appraisal, it is not considered to be a formal appraisal as certain elements such as interviewing principals to the comparable sales transactions and viewing the comparable properties, among others, have been eliminated due to the non-complex nature of the valuation question and the relatively low total value of the proposed acquisition.

This estimate does not include any costs associated with any, currently unidentified, construction yards/staging areas, nor does it include mitigation costs for loss of parking areas, business losses, relocation assistance, and/or property damage claims, if any exist.

Please be aware of the following assumptions, all of which are critical to understanding and using this valuation estimate. If any of the assumptions are proven incorrect, this valuation estimate may need to be revised:

- The value estimates contained within this Non-Complex Valuation are for budgeting and negotiation purposes, and should not be considered an appraisal for condemnation/eminent domain uses. If actual appraisals are performed on this property, it is possible that information discovered about the property or the market could result in opinions of value that are significantly different from these estimates.
- The estimated land value of the subject was based on the assumption that the Highest and Best Use of the land, as vacant, is Agricultural. This supposition was made after researching the zoning and general plan designation for the parcel with the County of Santa Clara. The subject also appears to be encumbered with a conservation easement which restricts uses to agricultural activities and strengthens the case for continued agricultural use into the future.
- This valuation estimate assumes no damages to the remainder. If damages to the remainder are likely, it is recommended that the property be appraised.
- No title report has been provided or reviewed. It is assumed that there are no issues affecting title that would play a significant role in the valuation of the subject parcel.
- If applicable, it is assumed the property owner's existing improvements, if any exist in the project area, will either be untouched, or restored in the after condition, with no loss of utility.
- No environmental review of the property has been shared with the estimator. The property is assumed to be "clean" or at least as clean as the comparable sales. If this supposition is incorrect, the value of the property could be significantly lower than what is indicated in this report.
- The scope of this Valuation Estimate is limited: The estimator has not visited the subject or comparable properties. Data has not been personally verified, but is assumed reasonably accurate.
- The dollar figures generated for this estimate are influenced by real estate market conditions and will change over time.

DATE: 12/13/17

INTENDED USER: Mallory Korte, Sr. Right of Way Agent – Acquisition Branch

INTENDED USE: Non-Eminent Domain Negotiations (Budgeting, Estimating)

FROM: Nathan Mott, Principal Right of Way Agent – Appraisal Branch

ORDER NUMBER: 74006763

PROPERTY OWNER: SCVWD

PROPERTY IDENTIFICATION:

APN: 841-36-023 (Santa Clara County)

ADDRESS: E Side of Hwy 101, near Southern border of Santa Clara County

INTEREST ESTIMATED: Easement Modification – Tower Footing Expansion

ZONING: A-40Ac-sr

GENERAL PLAN: Agriculture Large Scale

HIGHEST and BEST USE, as vacant (Assumed): Agricultural

PARCEL VALUATION ESTIMATE:

Subject Property Description and Larger Parcel Analysis:

The subject parcel is a 179 acre tract of land located in Santa Clara County, just north of the San Benito County line and just south of Gilroy. The property is situated east of Highway 101. The property is within the 100-year flood plain and is also identified as being within an Alquist-Priolo earthquake hazard zone. The property is currently vacant and appears to be leased for agricultural uses.

The property is owned by SCVWD, and while the same entity owns adjacent properties that may pass the larger parcel tests of unity of ownership, unity of use and continuity, the other parcels are remote to the acquisition area and no damages due to the proposed acquisition are likely. Since the highest value to the owner is likely to be derived by keeping the parcels separate, this valuation estimate will only consider APN 841-36-023 which is the parcel affected by the proposed acquisition. From this point forward, APN 841-36-023 will be referred to as the “Subject Parcel” and the term “Larger Parcel” will not be used.

Zoning, General Plan and Highest & Best Use:

The Subject’s zoning is A-40Ac-sr; which is Agricultural with combining zonings. The 40Ac signifies a 40 acre minimum parcel size and the “sr” signifies that the property is within a scenic byway corridor, in this case Highway 101. The general plan designation is also Agricultural. This is consistent with the current, agricultural use of the property. The property is also subject to a conservation easement that allows agricultural uses and prohibits subdivision.

Based on the above information, the highest and best use of the Subject Property is Agricultural.

Comparable Sales Data and Underlying Fee Simple Value Opinion:

Few sales of comparable properties were found in the immediate neighborhood, thus the search was expanded to include neighboring communities. Listings were also researched, as a frame of reference, but closed sales are given significantly more weight in the valuation process. Sales ranged from \$15,300/ac to \$44,200/ac. The sales at the high end were significantly smaller and smaller parcels tend to sell for higher unit values (\$/ac). The sales on the high end were also significantly closer to Gilroy and have more residential potential. Given the adjustments needed for size and location, the underlying fee simple land value is estimated at \$25,000/acre.

$$\begin{aligned} & \text{Underlying Land Value:} \\ & \$25,000/\text{acre} \div 43,560/\text{sf} = \$0.58/\text{sf} \end{aligned}$$

Valuation of Proposed Acquisition:

The proposed acquisition is a modification of an existing easement to allow slightly larger footings for an existing electric tower. The existing tower has a footing of 16'x16' (256 sf) and the modification will allow the tower to be modernized to meet current ground clearance standards. The new standard will require a tower with a slightly larger footprint of 30' x 30' (900 sf), which equates to a net increase of 644 sf.

Given that the tower footprint encumbers the surface of the property, the owner will retain little utility in the proposed easement area. Given the nearly exclusive nature of the easement, this valuation estimate will use 99% of fee simple value for the proposed easement:

$$\begin{aligned} & \text{Easement Modification:} \\ & 644\text{sf (net increase)} * \$0.58/\text{sf (land value)} * 99\% \\ & = \$370 \end{aligned}$$

In addition, workspace will be needed to install the new towers. The existing easement allows for work/maintenance within the 16' strip, but the workspace need for the project is estimated at 75'. The net difference will be considered as a Temporary Construction Easement. Typically land leases on similar agricultural properties run from 2-3% of fee simple value per year (ASFMRA Trends 2017), but given the short term nature of this TCE and the desire to give the property owner the benefit of the doubt, 8%/year will be used for TCE value calculation:

$$\begin{aligned} & \text{Necessary Workspace: } 75' * 100' = 7,500 \text{ sf} \\ & \text{(-) Existing Workspace: } 16' * 100' = 1,600 \text{ sf} \\ & \text{Net Workspace Needed} = 5,900 \text{ sf} \end{aligned}$$

$$5,900\text{sf} * \$0.58/\text{sf} * 8\% * 6/12 \text{ (6 months)} = \$137$$

Further, the existing easement has been modified to allow PG&E to access the easement area by routes causing, “the least practicable damage and inconvenience” to the property owner. In the before condition, the access was defined to a 16' strip within the easement. This update

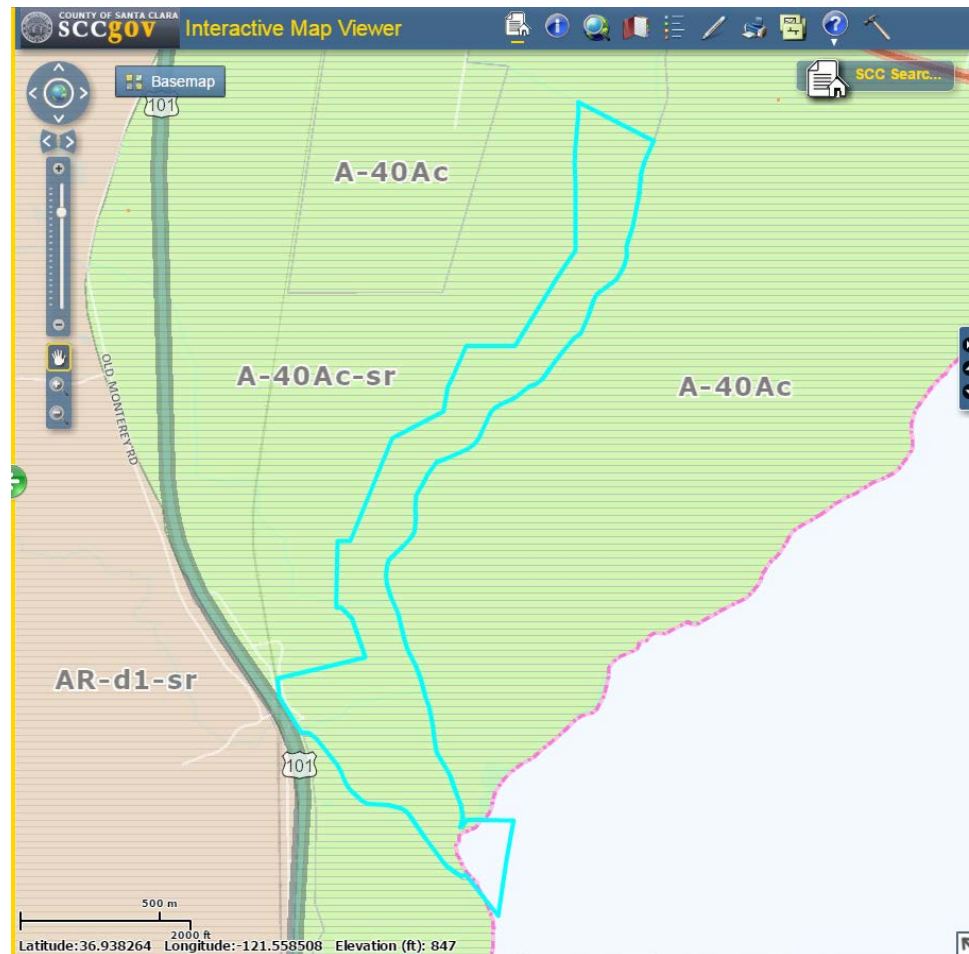
represents a slight betterment for the Grantee in that access is not restricted to a defined route, but also gives flexibility to the Grantor to enjoy use of their own land in the way they see fit as they are no longer required to have any set portion (the 16' strip) open for access as they were in the before condition.

A nominal value of \$500 has been assigned to this portion of the modification as it causes little or no loss of utility to the parcel in the after condition.

Total Compensation:
\$1007
(\$1,100 Nominal)

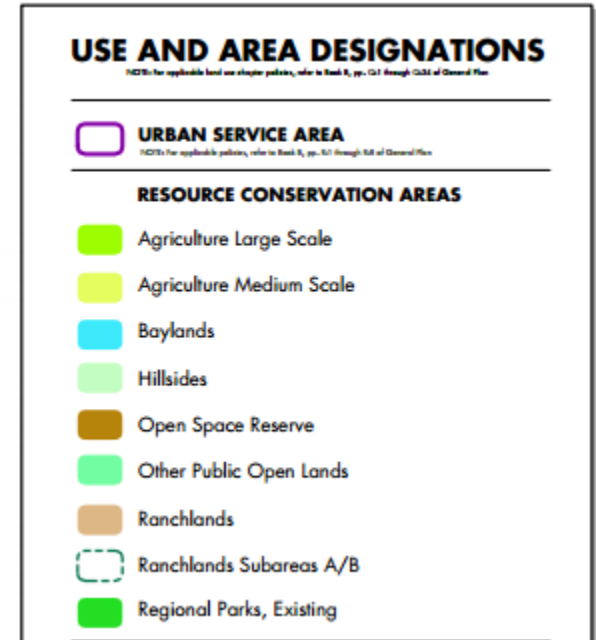
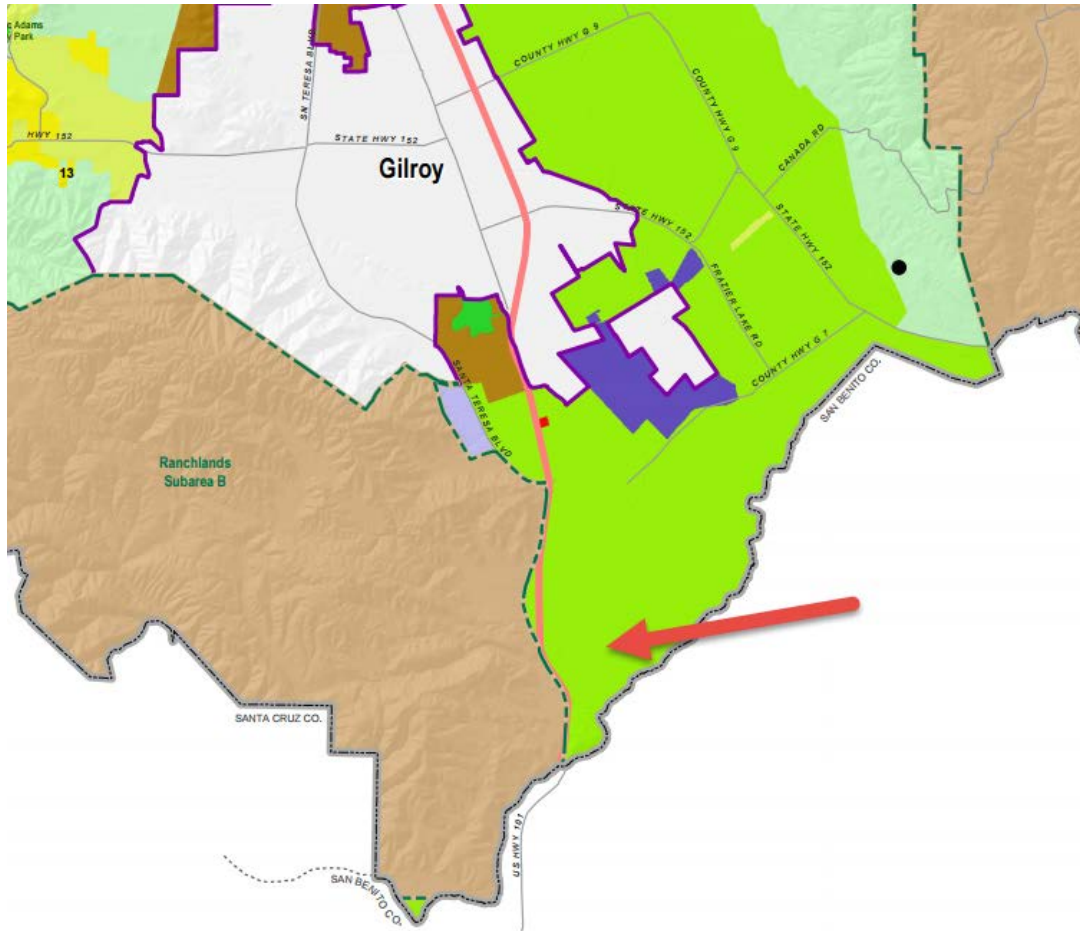
Zoning Map:

A-40Ac-sr



General Plan Map:

Agriculture Large Scale



Zoning Ordinance:

A: Exclusive Agriculture

- A. **A Exclusive Agriculture.** The purpose of the Exclusive Agriculture district, also known as the A district, is to preserve and encourage the long-term viability of agriculture and agricultural lands, recognizing the vital contributions agriculture makes to the economy and quality of life within the county. The intent of this district is to reserve those lands most suitable for agricultural production for agricultural and appropriate related uses. This zoning district will provide stability for ongoing agricultural operations and provide for new uses necessary to support a viable local agriculture industry. This district is also intended to retain in open space uses those lands which may be suitable for future urbanization until such time as they are included within a city's urban service area and public facilities and services can be economically provided, consistent with community plans and objectives. This district is meant to apply to all portions of the county designated as Agriculture: Large-Scale, Agriculture: Medium-Scale, and Open Space Reserve in the general plan. Note that § 2.20.050 applies to this district.

Table 2.20-1

**RESIDENTIAL USES
IN RURAL BASE DISTRICTS**

R	Permitted by Right
S	Special Permit (Ch 5.60)
A	ASA (Ch 5.40)
U	Use Permit/ ASA (Ch 5.65, 5.40)
—	Not Permitted

USE CLASSIFICATIONS	ZONING				Supplemental Regulations
	A	AR	HS	RR	
Residences: Single-Family	R	R	R	R	Note 1
Residential Accessory Structures & Uses	R	R	R	R	§ 4.20.020
Agricultural Employee Housing					
Short Term	S	S	S	S	§ 4.10.040, Note 2
Long Term	U	R	U	U	§ 4.10.040, Note 2, Note 3 (AR)

Zoning Ordinance:

A: Exclusive Agriculture

Table 2.20-2

NON-RESIDENTIAL USES
IN RURAL BASE DISTRICTS

R Permitted by Right
S Special Permit (Ch 5.60)
A ASA (Ch 5.40)
U Use Permit/ ASA (Ch 5.65, 5.40)
– Not Permitted

USE CLASSIFICATIONS	ZONING				Supplemental Regulations
	A	AR	HS	RR	
Community Care					
Limited	R	R	R	R	§ 4.10.090, Note 6
Expanded	U	U	U	U	§ 4.10.090, Note 4
Dairies	U	U	–	–	§ 4.10.110
Entertainment—Seasonal Outdoor	–	–	U	–	§ 4.10.120
Feed Lots	U	U	–	–	§ 4.10.130
Golf Courses & Country Clubs	U	–	U	U	§ 4.10.140, Note 4
Golf Driving Ranges	U	–	–	U	§ 4.10.150, Note 4
Helipads	–	–	U	–	§ 4.10.160
Historic Structures—Use Conversion	A	A	A	A	§ 4.10.170
Hospitals & Clinics	U	U	U	U	§ 2.20.090 (AR, HS, RR Districts), § 4.10.190 (A Districts), Note 4
Hunting & Fishing Preserves	U	R	–	–	Note 7
Informational Displays					
Small	R	–	–	–	
Large	U	–	–	–	
Kennels—Commercial	U	U	U	U	§ 4.10.200
Laboratories and Testing Services (Limited)	U	–	–	–	
Livestock Auction Yards	U	U	–	–	§ 4.10.210
Manufacturing: Small Scale Rural	A	U	–	–	§ 2.20.090
Museums	U	U	U	U	Note 8
Mushroom Farms	U	U	–	U	§ 4.10.220
Nonprofit Institutions	U	U	U	U	§ 2.20.090 (AR, HS, RR Districts), § 4.10.230 (A Districts), Notes 4 & 19

Combining Zone: 40Ac

Table 3.10-1

**STANDARD LOT-SIZE DISTRICTS:
LOT AREA AND SETBACKS**

COMBINING DISTRICT	Minimum Lot Area ¹	SETBACKS (feet)		
		Front	Side ²	Rear
(Urban) -6	6,000 sq. ft.	25	6	25
-8	8,000 sq. ft.	25	8	25
-10	10,000 sq. ft.	25	10	25
-20	20,000 sq. ft.	30	15	25
-1 Ac.	1 acre	30	20	25
-2.5 Ac.	2.5 acres	30	30	30
(Rural) -5 Ac.	5 acres	30	30	30
-10 Ac.	10 acres	30	30	30
-20 Ac.	20 acres	30	30	30
-40 Ac.	40 acres	30	30	30

NOTES:

1. Minimum lot sizes are expressed in net square feet and gross acres.
2. On corner lots, the minimum setback for the exterior side yard in “-6”, “-8” and “-10” combining districts shall be 10 feet.

Combining Zone:

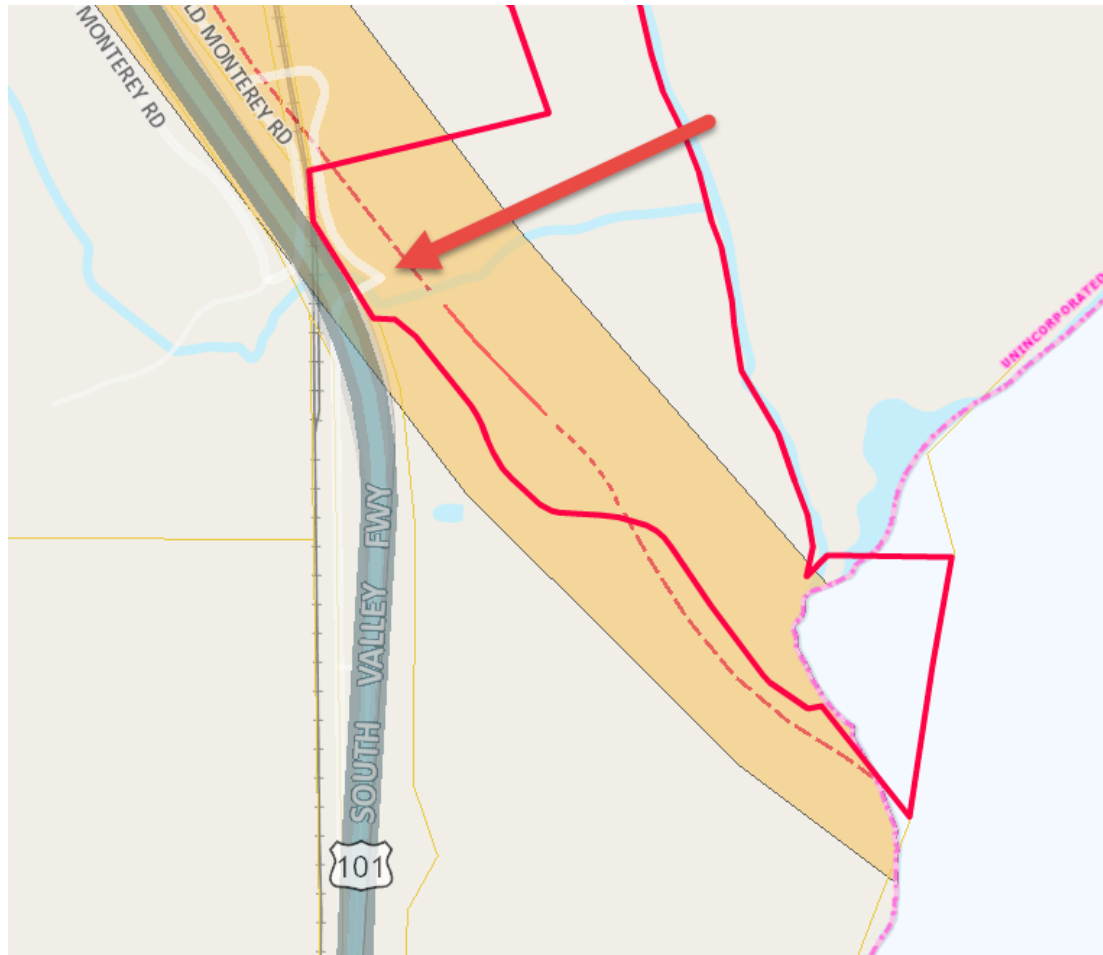
-sr

§ 3.30.010 Purpose

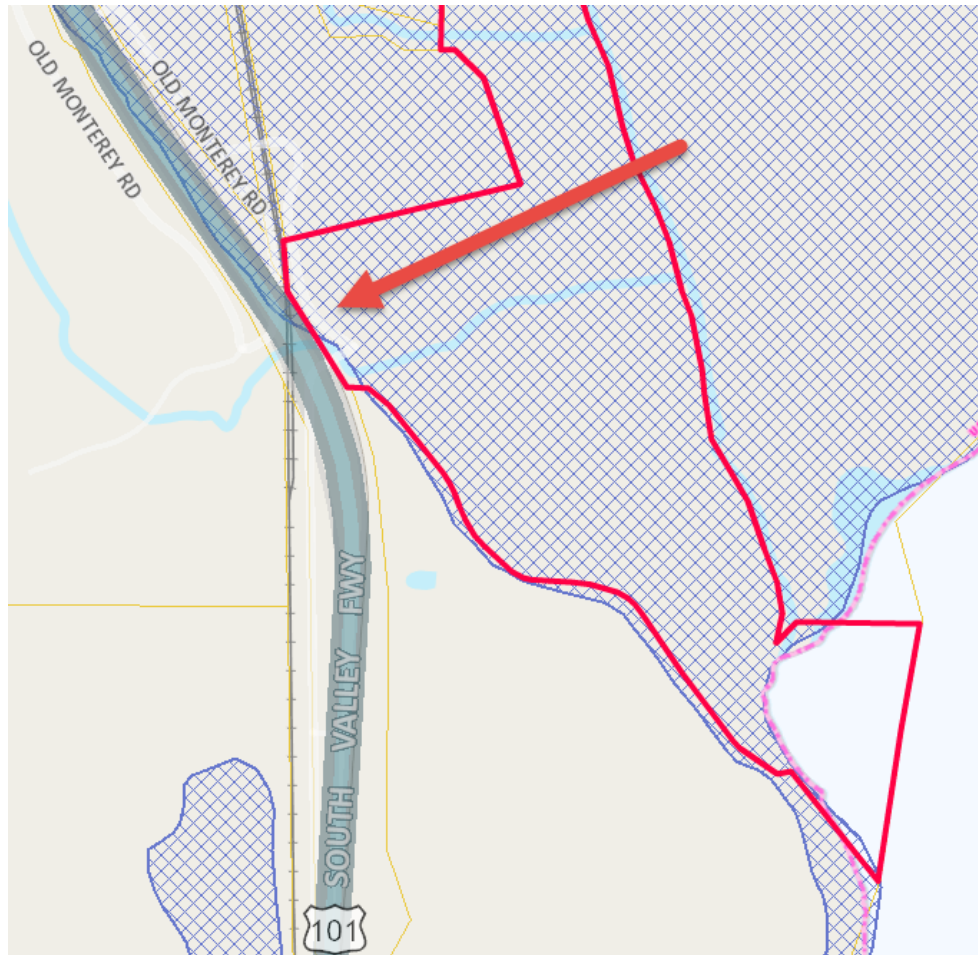
The purpose of the -sr Scenic Roads combining district is to protect the visual character of scenic roads in Santa Clara County through special development and sign regulations. The -sr combining district applies to all designated scenic roads in unincorporated Santa Clara County.

US 101 Scenic Setbacks. No building or structure, including signs, may be located within 100 feet of the right of way of US 101, with the exception of fences. Fences may be permitted subject to the applicable design review provisions of Chapter 5.50.

Alquist-Priolo EQFZ: Yes



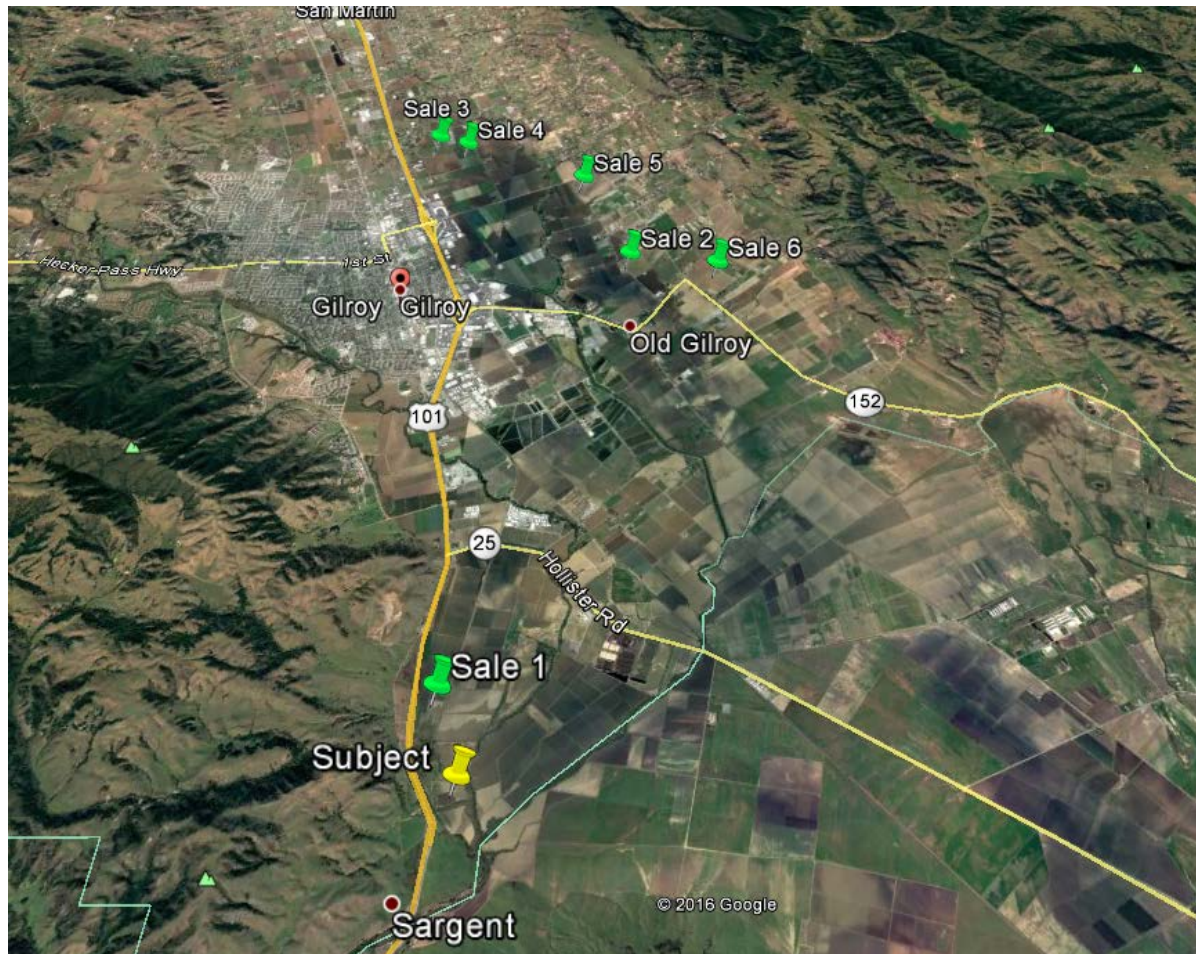
100 Year Flood Zone: Yes



Comparable Data Set

Sale	Date	Location	Size	Total Value	Unit Value
		APN	(Acre)		(Per Acre)
Sale 1	1/8/2016	0 Hwy 101 Gilroy APN: 841-36-016; -019; 022	286	\$4,375,000	\$15,297.20
Sale 2	6/28/2016	7015 Furlong Ave Gilroy APN: 841-49-012	97	\$2,500,000	\$25,773.20
Sale 3	7/5/2013	835 Cohansey Ave Gilroy APN: 835-15-005	39.16	\$1,730,000	\$44,177.73
Sale 4	5/6/2014	1075 Las Animas Ave Gilroy Apn: 835-15-006	25.5	\$950,000	\$37,254.90
Sale 5	3/23/2016	2280 Leavesley Rd Gilroy APN: 841-20-056	42	\$850,000	\$20,238.10
Sale 6	1/29/2015	0 Canada Rd Gilroy APN: 841-44-060	40	\$835,000	\$20,875.00
Sale 7	5/5/2017	Hollister Rd Gilroy APN: 841-37-025	47	\$1,100,000	\$23,404.26
Sale 8	2/22/2017	McConnell Rd Hollister APN: 018-210-005	33.74	\$1,000,000	\$29,638.41

Comparable Sale Map: Sales 1-6



Comparable Sales Map: Sales 7 & 8



Subject Photos



Subject Photos



Subject Photos



RECORDING REQUESTED BY AND RETURN
TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____
☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2211-04-0764

AGREEMENT

3036-0039 (03-17-032) 11 17 3
Metcalf – Salinas #1 & #2 NERC Reconstruction

EASEMENT MODIFICATION AGREEMENT

SANTA CLARA VALLEY WATER DISTRICT, a public entity,
hereinafter called first party, make this agreement with PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation, hereinafter called second party, affecting the lands of first
party, situate in the County of Santa Clara, State of California, and described as follows:

(APN 841-36-023)

The parcel of land described and designated PARCEL 1 in the deed from
Land Trust For Santa Clara County to Santa Clara Valley Water District dated
April 27, 2004 and recorded as Document No. 17795379, Santa Clara County
Records.

Second party is the owner of the following right of way and easement across first party's
said lands:

The right of way and easement described in the agreement document
between J.P. Sargent Estate Comapny, a corporation to Sierra and San Francisco
Power Company, a corporation, predecessor in interest of second party dated
October 8, 1912, and recorded in Volume 393 of Deeds at page 318, Santa Clara
County Records.

Second party desires, and first party is willing, to modify the right of way and easement
set forth in said document dated October 8, 1912 as follows:

- A) The following lines shall be stricken from said document dated October 8, 1912:

“Said towers are not to exceed sixteen feet square at the surface of the ground, and are to be located as shown upon the blueprint Number S-726-B, hereunto attached and made a part hereof.”

and replaced with the following lines:

“Said towers are not to exceed thirty feet square, and are to be approximately located as shown upon the blueprint Number S-726-B, hereunto attached and made a part hereof.”

- B) The following lines shall be stricken from said document dated October 8, 1912:

“That said party of the second part, its successors or assigns, shall not enter upon any part of said property for the purpose of maintaining said towers and wires, except a strip of land sixteen feet wide, covered by said poles, or between said poles.”

and replaced with the following lines:

“Party of the first part further grants to party of the second part the right of ingress to and egress from the easement area over and across said property of the party of the first part by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to party of the first part, provided, that such right of ingress and egress shall not extend to any portion of said property which is isolated from said easement area by any public road or highway, now crossing or hereafter crossing said property.”

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration paid to first party by second party, the receipt of which is hereby acknowledged, the parties hereto agree that the right of way and easement set forth in said document dated October 8, 1912 shall be modified in the manner and to the extent hereinbefore stated and first party does hereby grant to second party the rights necessary to effect such modification.

Except as expressly set forth herein, this agreement shall not in any way alter, modify, or terminate any provision of said document dated October 8, 1912.

Second party hereby confirms that this modification agreement is subject to and subordinate to the Grant of Agricultural Conservation Easement dated December 1, 2004 and recorded as Document No. 18175257, Santa Clara County Records.

This agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement this _____ day of _____, 20____.

First Party:
SANTA CLARA VALLEY WATER
DISTRICT, a public entity

Second Party:
Pacific GAS AND ELECTRIC COMPANY,
A California corporation

By _____
Name _____
Title _____

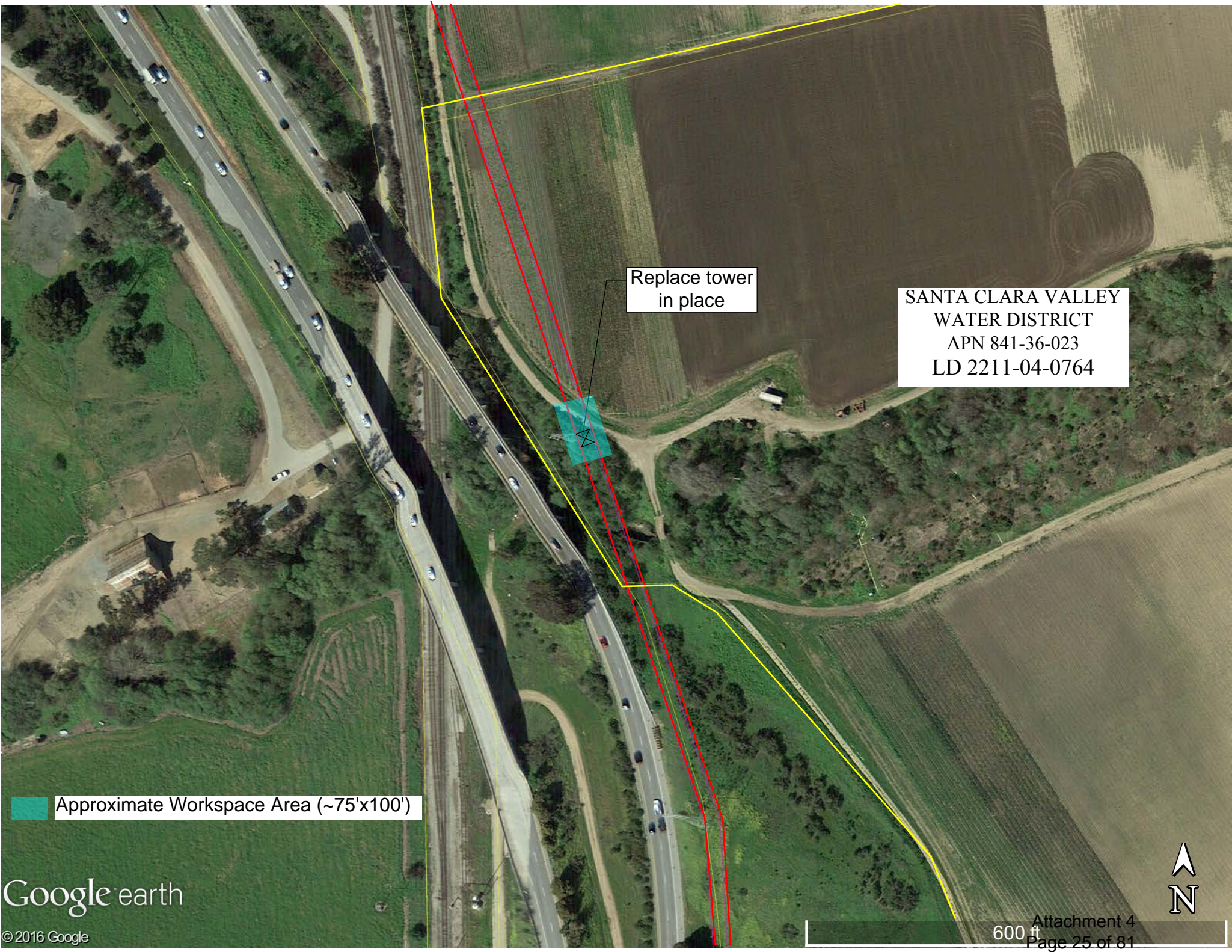
I hereby certify that a resolution was adopted
on the ____ day of _____, 20 ____, by
the

authorizing the foregoing grant of easement.

By _____

Attach to LD
The Area, Region or Location 4
Land Service Office: Fresno
Line of Business: 42
Business Doc Type: Easement
MTRSQ: 22.11.04.29 .2
FERC License Number(s):
PG&E Drawing Number(s):
PLAT NO.
LD of any affected documents: 2211-04-0026
LD of any Cross-referenced documents: XXGT-01-0054
TYPE OF INTEREST: 2, 41
SBE Parcel Number: N/A
(For Quitclaims, % being quitclaimed):
Order # or PM #: (74006762):
JCN: 03-17-032
County: Santa Clara
Utility Notice Numbers: N/A
851 Approval Application No. _____ Decision _____
Prepared By: ACMZ
Checked By: JDL7
Approved By: ERSE (05-05-17)
Revised by: ACMZ

DRAFT

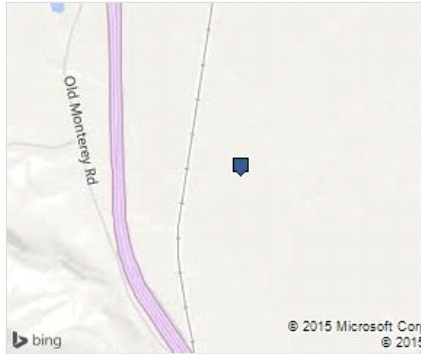


Replace tower
in place

SANTA CLARA VALLEY
WATER DISTRICT
APN 841-36-023
LD 2211-04-0764

Approximate Workspace Area (~75'x100')

Agent Page



MLS #: ML81469893
 Apprx Lot: 12,465,739 SqFt (Other)
 Apprx Lot (A): 286.17 Acres (Other)
 Parcel#: 841-36-016
 DOM: 182
 Trnsf Tx:
 POS Ord.:
 Walk Score: [Q](#)

0 US 101, Gilroy 95020

County: Santa Clara
 Area: 1 - Morgan Hill / Gilroy / San Martin
 Class: Res. Land Agricultural
 Land Use: Truck Crops
 Comm: 1.5%
 L.Type/Service: Exclusive Right to Sell, Full Service
 Special Info: Not Applicable
 Fin Terms:
 Possession:
 Public:

Status: Sold
 Orig Price: \$5,000,000
 List Price: \$5,000,000
 Sale Price: \$4,375,000
 Zoning: AW
 Incorporate:
 City Limit:

Dates:
 Original: 06/11/2015
 List: 06/11/2015
 Sale: 12/10/2015
 COE: 01/08/2016
 Expires: 12/31/2015
 Off Mkt:

286 acre ranch just south of Gilroy with 274 acres of farm ground leased out. The ranch has been used for growing a variety of vegetable and berry crops. The property is under an agricultural conservation easement with a reserved staging area where homes and agricultural buildings can be built subject to county approval. This property is equipped with 3 high producing agricultural wells. The annual income is approximately \$203,000 from the current leases. The APN's are 841-36-016, 841-36-019, 841-36-022

Private: Ranch tours are by appointment only. For showings please call Michael Brigantino at 831-207-7646, Dave Brigantino at 831-801-6142, or John Brigantino at 831-801-0154

Showing & Location

Showing Information

Occupy By: Tenant
 Phone: (831) 207-7646
 Instructions: Appointment Only

Show Contact:
 Gate Code:

Map

X Street:
 Directions:

School
 Elem: / Gilroy Unified
 Middle:
 High: / Gilroy Unified

Lots & Land

Communications:
 Dev Lot #:
 Dev Status: Unimproved Land
 Horse: No

Lot Desc: Agricultural Use
 Parcel Access: Highway
 Present Use: Agricultural
 View:

Complex/HOA

Com. Amenities:
 HOA Name:
 HOA Fee:

Com. Restriction
 HOA Phone:
 HOA Covers:

Utilities

Sewer: None
 Water: Well

Electricity: Electricity - On Site

Contact Information

LA: [Michael Brigantino](#)
 LA Lic#: 01919753
 LO: [San Benito Realty](#)
 SA: [Jian Jin](#)
 SA Lic#: 01807885
 SO: [Morgan Real Estate](#)

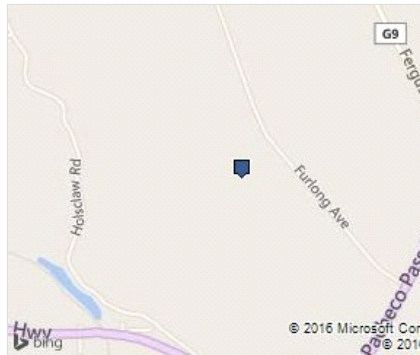
LA Ph: (831) 207-7646
 LA Em: michael@sanbenitorealty.net
 LO Ph: (831) 637-5563
 SA Ph: (408) 218-0378
 SA Em: jianre@gmail.com
 SO Ph: (408) 320-8080
 LA Fx:
 LO Fx: (831) 637-4803
 SA Fx: (866) 219-8987
 SO Fx: (866) 219-8987

History

Click Arrow for Property History

MLS #	Change Date	Field Name	Old Value	New Value	Current Price	Broker Code	List / Sell Office
ML81469893	01/08/2016	Status	P	S (\$4,375,000)	\$4,375,000	THBR.1	Morgan Real Estat
ML81469893	01/01/2016	Status	AC	P	\$5,000,000	SANB.1	San Benito Realty
ML81469893	12/10/2015	Status	A	AC	\$5,000,000	SANB.1	San Benito Realty
ML81469893	06/11/2015	Status		A (\$5,000,000)	\$5,000,000	SANB.1	San Benito Realty

Disclaimer: The above information is deemed to be accurate but not guaranteed; Source: MLSListings



MLS #: ML81584615
Apprx Lot: 4,225,320 SqFt (Other)
Apprx Lot (A): 97.00 Acres (Other)
Parcel#: 841-49-012
DOM: 8
Trnsf Tx: No
POS Ord.: No
Walk Score: [Q](#)

7015 FURLONG Avenue , Gilroy 95020

County: Santa Clara
Area: 1 - Morgan Hill / Gilroy / San Martin
Class: Res. Land Agricultural
Land Use: Truck Crops
Comm: 2.5%
L.Type/Service: Exclusive Right to Sell, Full Service
Special Info: Not Applicable
Fin Terms: Cash or Conventional Loan
Possession: COE
Public: 97 ACRES OF PRIME ROW CROP LAND. Good soil (Campbell-Clear Lake series, silty clay loam), good water (Two irrigation wells, 400 gpm and 1100 gpm) and a great Mediterranean climate make this perfect for the conventional farmer. Great location just off of Hwy 152 and Hwy 101 is centrally located for shipping in any direction. You have to have an appreciation for how this land is cared for. Large barn-workshop and equipment yard keeps equipment safe and at hand. There are three more years on the lease (\$425,00/acre/year). Williamson Act Taxes in place.

Status: Sold
Orig Price: \$2,500,000
List Price: \$2,500,000
Sale Price: \$2,500,000
Zoning: AW
Incorp: No
City Limit: No

Dates:
Original: 05/10/2016
List: 05/10/2016
Sale: 05/18/2016
COE: 06/28/2016
Expires: 05/10/2017
Off Mrkt:

Private: This property is shown by appointment only and with as much notice as possible. You can always drive by but please do not disturb the tenants or go on wet field roads.

Showing & Location

Showing Information

Occupy By: Tenant
Phone: (408) 857-6075
Instructions: Appointment Only, Call Listing Agent, Do Not Disturb Occupants
Map
X Street: PACHECO PASS HWY/
Directions: HIGHWAY 101 to Hwy 152 (Pacheco Pass Hwy east through the Outlets, left on FURLONG AVENUE.
Show Contact:
Gate Code:
School
Elem: / Gilroy Unified
Middle:
High: / Gilroy Unified

Lots & Land

Communications: Satellite Dish
Dev Lot #:
Dev Status: Farm Land, Improvements - Other, Raw Land, Topographical Map Available, Other
Horse: Possible, Unimproved
Lot Desc: Agricultural Use, Farm Animals - Permitted, Grade - Level
Parcel Access: County Maintained Road, Paved Road
Present Use: Agricultural, Agricultural Preserve, Bare Land, Farm/Ranch, Plantable, Ranch, Row Crops
View: Greenbelt, Hills, Mountains, Valley

Complex/HOA

Com. Amenities:
HOA Name:
HOA Fee:
Com. Restriction
HOA Phone:
HOA Covers:

Utilities

Sewer: Existing Septic, Septic Connected, Sewer Not
Water: Irrigation Connected, Irrigation Water Availab
Electricity: Electricity - Available at Street, Other

Contact Information

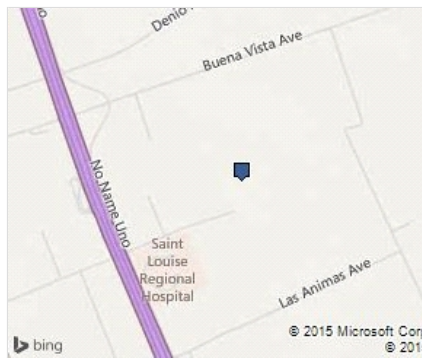
LA: [Page Welton](#)
LA Lic#: 00700221
LO: [Coldwell Banker](#)
SA: [Page Welton](#)
SA Lic#: 00700221
SO: [Coldwell Banker](#)
LA Ph: (408) 776-7153
LA Em: pagewelton@coldwellbanker.com
LO Ph: (408) 779-5000
SA Ph: (408) 776-7153
SA Em: pagewelton@coldwellbanker.com
SO Ph: (408) 779-5000
LA Fx: (408) 778-2899
LO Fx: (408) 778-2899
SA Fx: (408) 778-2899
SO Fx: (408) 778-2899

History

☒ Click Arrow for Property History

MLS #	Change Date	Field Name	Old Value	New Value	Current Price	Broker Code	List / Sell Office
ML81584615	06/29/2016	Status	P	S (\$2,500,000)	\$2,500,000	CBR.34	Coldwell Banker
ML81584615	06/17/2016	Status	AC	P	\$2,500,000	CBR.34	Coldwell Banker
ML81584615	05/18/2016	Status	A	AC	\$2,500,000	CBR.34	Coldwell Banker
ML81584615	05/10/2016	Status		A (\$2,500,000)	\$2,500,000	CBR.34	Coldwell Banker

Disclaimer: The above information is deemed to be accurate but not guaranteed; Source: MLSListings



MLS #: ML81216569
 Apprx Lot: 1,705,809 SqFt (Tax)
 Apprx Lot (A):
 Parcel#: 835-15-005
 DOM: 390
 Trnsf Tx: No
 POS Ord.:
 Walk Score: [11](#)

835 COHANSEY Avenue , Gilroy 95020

County: Santa Clara
 Area: 1 - Morgan Hill / Gilroy / San Martin
 Class: Res. Land Agricultural

Land Use:
 Comm: 3%
 L.Type/Service: Exclusive Right to Sell,
 Special Info: Not Applicable

Fin Terms: Cash or Conventional Loan, Terms - Seller MCity Limit:
 Possession:
 Public:

POTENTIAL POTENTIAL POTENTIAL! ORIGINAL FARMHOUSE 3 BEDROOMS 1 BATH BUILT IN 1906. OCCUPIED BY CARETAKER. FLAT 40 ACRES USED FOR ROW CROPS. GREAT LOCATION JUST NORTH OF SAINT LOUISE HOSPITAL, JUST OUTSIDE CITY LIMITS.

Private: PLEASE DO NOT BOTHER THE TENNANTS IN THE HOUSE. MAKE OFFER SUBJECT TO INSPECTION. VALUE IS IN THE LAND! PLEASE CALL DEBBIE 408-221-0769 OR JIM 408-239-6337 WITH ANY QUESTIONS. PROPERTY OUT OF WILLIAMSON ACT IN 2015.

Showing & Location

Showing Information

Occupy By:
 Phone:
 Instructions: Lockbox - None, Do Not Disturb Occupants, Call Listing Agent

Map
 X Street: NO NAME UNO
 Directions:

Show Contact:
 Gate Code:
 School
 Elem: / Gilroy Unified
 Middle:
 High: / Gilroy Unified

Lots & Land

Communications:
 Dev Lot #:
 Dev Status: Unimproved Land
 Horse: Possible, Unimproved

Lot Desc:
 Parcel Access: Unpaved Road
 Present Use: Residential, Row Crops
 View: Mountains, Valley

Complex/HOA

Com. Amenities:
 HOA Name:
 HOA Fee:

Com. Restriction
 HOA Phone:
 HOA Covers:

Utilities

Sewer: Sewer Not Available, Existing Septic
 Water: Well - Private

Electricity:

Contact Information

LA: [Team Adamo-Dowling](#)
 LA Lic#: 01369175,01470949
 LO: [Coldwell Banker](#)
 SA: [Roger Malech](#)
 SA Lic#: 00835463
 SO: [Intero Real Estate Services](#)

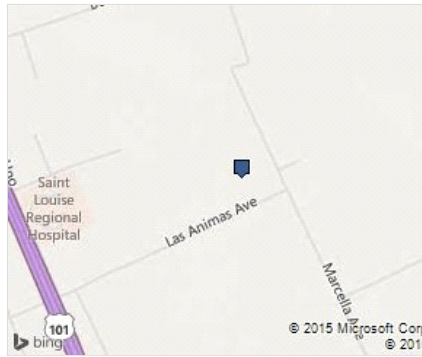
LA Ph: (408) 221-0759
 LA Em: debbie.adamo@cbnocal.com
 LO Ph: (408) 779-5000
 SA Ph:
 SA Em: roger@rogermalech.com
 SO Ph:
 LA Fx:
 LO Fx: (408) 778-2899
 SA Fx:
 SO Fx: (408) 201-0200

History

Click Arrow for Property History

MLS #	Change Date	Field Name	Old Value	New Value	Current Price	Broker Code	List / Sell Office
ML81216569	07/05/2013	Status	AC	S (\$1,730,000)	\$1,730,000	NTERO.1	Intero Real Estate
ML81216569	05/28/2013	Status	A	AC	\$1,750,000	CBR.34	Coldwell Banker
ML81216569	05/15/2013	ListPrice	\$1,950,000	\$1,750,000	\$1,750,000	CBR.34	Coldwell Banker
ML81216569	04/24/2013	Status	E	A	\$1,950,000	CBR.34	Coldwell Banker
ML81216569	04/20/2013	Status	A	E	\$1,950,000	CBR.34	Coldwell Banker
ML81216569	06/29/2012	ListPrice	\$2,200,000	\$1,950,000	\$1,950,000	CBR.34	Coldwell Banker
ML81216569	05/03/2012	Status		A (\$2,200,000)	\$2,200,000	CBR.34	Coldwell Banker
ML81214807	05/03/2012	Status	A	C	\$2,200,000	CBR.34	Coldwell Banker
ML81214807	04/21/2012	Status		A (\$2,200,000)	\$2,200,000	CBR.34	Coldwell Banker
ML80904793	11/10/2009	Status	A	E	\$3,480,000	CBR.34	Coldwell Banker
ML80904793	01/29/2009	Status		A (\$3,480,000)	\$3,480,000	CBR.34	Coldwell Banker
ML80845286	01/29/2009	Status	A	C	\$3,480,000	CBR.34	Coldwell Banker
ML80845286	11/14/2008	Status		A (\$3,480,000)	\$3,480,000	CBR.34	Coldwell Banker
ML80626589	11/01/2007	Status	A	E	\$4,500,000	CBR.34	Coldwell Banker
ML80626589	02/28/2007	ListPrice	\$5,000,000	\$4,500,000	\$4,500,000	CBR.34	Coldwell Banker

Disclaimer: The above information is deemed to be accurate but not guaranteed; Source: MLSListings



MLS #: ML81404744
Apprx Lot: 1,112,958 SqFt (Tax)
Apprx Lot (A):
Parcel#: 835-15-006
DOM: 80
Trnsf Tx: No
POS Ord.:
Walk Score: [15](#)

1075 LAS ANIMAS Avenue, Gilroy 95020

County: Santa Clara
Area: 1 - Morgan Hill / Gilroy / San Martin
Class: Res. Land Agricultural

Land Use:
Comm: 3%
L.Type/Service: Exclusive Right to Sell, Full Service
Special Info: Not Applicable
Fin Terms: Cash or Conventional Loan, Terms - Seller MCity Limit:
Possession: COE
Public: 26 acres flat usable for crops, vineyard, next to Home Depot, Gilroy outlet center, build your own dream home and use the rest for farming

Status: Sold
Orig Price: \$998,800
List Price: \$998,800
Sale Price: \$950,000

Zoning: A-40A
Incorp: No
No

Dates:

Original: 02/15/2014
List: 02/15/2014
Sale: 05/06/2014
COE: 12/31/2014
Expires: 01/15/2015
Off Mrkt:

Private: Please do not disturb tenant, mobil home on site own by tenant

[Showing & Location](#)

Showing Information

Occupy By:
Phone:
Instructions: Go Directly, Do Not Disturb Occupants, No Sign

Show Contact:
Gate Code:

Map

X Street: MARCELLA AVE
Directions:

School

Elem: / Gilroy Unified
Middle:
High: / Gilroy Unified

[Lots & Land](#)

Communications:
Dev Lot #:
Dev Status: Unimproved Land
Horse:

Lot Desc:
Parcel Access: City Street, Paved Road
Present Use: Farm/Ranch
View:

[Complex/HOA](#)

Com. Amenities:
HOA Name:
HOA Fee:

Com. Restriction
HOA Phone:
HOA Covers:

[Utilities](#)

Sewer:
Water: Well - Private

Electricity:

[Contact Information](#)

LA: [Stanley Chen](#)
LA Lic#: 00595066
LO: [Era Happy Realty](#)
SA: [Stanley Chen](#)
SA Lic#: 00595066
SO: [Happy Realty](#)

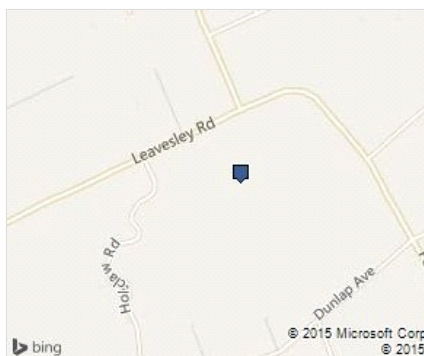
LA Ph: (408) 656-5527
LA Em: stanley.chen@happyrealty.org
LO Ph: (408) 861-0112
SA Ph: (408) 861-0112
SA Em: stanley.chen@happyrealty.org
SO Ph: (408) 861-0112
LA Fx: (408) 861-0116
LO Fx: (408) 861-0116
SA Fx:
SO Fx:

[History](#)

☐ Click Arrow for Property History

MLS #	Change Date	Field Name	Old Value	New Value	Current Price	Broker Code	List / Sell Office
ML81404744	01/04/2015	Status	P	S (\$950,000)	\$950,000	Q_HAPP.1	Happy Realty
ML81404744	05/06/2014	Status	A	P	\$998,800	ERAHR.1	Era Happy Realty
ML81404744	02/15/2014	Status		A (\$998,800)	\$998,800	ERAHR.1	Era Happy Realty

Disclaimer: The above information is deemed to be accurate but not guaranteed; Source: MLSListings



MLS #: ML81533453
 Apprx Lot: 1,825,164 SqFt (Tax)
 Apprx Lot (A): 41.90 Acres (Tax)
 Parcel#: 841-20-056
 DOM: 52
 Trnsf Tx:
 POS Ord.:
 Walk Score: [Q](#)

2280 Leavesley Road , Gilroy 95020

County: Santa Clara
 Area: 1 - Morgan Hill / Gilroy / San Martin
 Class: Res. Land Agricultural
 Land Use: Currently in Row Crops
 Comm: 2.5%
 L.Type/Service: Exclusive Right to Sell,
 Special Info: Not Applicable
 Fin Terms:
 Possession:
 Public: 41.9 Acres with Agricultural zoning, in Williamson Act. Currently leased for row crops through Oct 31, 2016. Good ag well, no structures on property.

Status: Sold
 Orig Price: \$925,000
 List Price: \$925,000
 Sale Price: \$850,000
 Zoning: AW
 Incorporate: No
 City Limit: No

Dates:
 Original: 11/23/2015
 List: 11/23/2015
 Sale: 01/14/2016
 COE: 03/23/2016
 Expires: 05/23/2016
 Off Mkt:

Private: Escrow with ORT, call agent before writing offer, and for additional information

Showing & Location

Showing Information

Occupy By: Tenant
 Phone:
 Instructions: Call Listing Agent
Map
 X Street: New Avenue
 Directions:

Show Contact:
 Gate Code:
School
 Elem: / Gilroy Unified
 Middle:
 High: / Gilroy Unified

Lots & Land

Communications:
 Dev Lot #:
 Dev Status: Unimproved Land
 Horse: Possible

Lot Desc: Grade - Mostly Level
 Parcel Access: County Maintained Road
 Present Use: Row Crops
 View:

Complex/HOA

Com. Amenities:
 HOA Name:
 HOA Fee:

Com. Restriction
 HOA Phone:
 HOA Covers:

Utilities

Sewer: None
 Water: Well

Electricity: Electricity - Available at Street

Contact Information

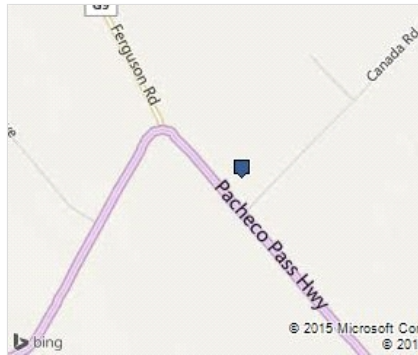
LA: [Patty Filice](#)
 LA Lic#: 01081677
 LO: [Intero Real Estate Services](#)
 SA: [Guiping Su](#)
 SA Lic#: 01925890
 SO: [BQ Group](#)

LA Ph: (408) 710-2259
 LA Em: pattyfilice@gmail.com
 LO Ph: (408) 778-7474
 SA Ph:
 SA Em: gpsu@live.com
 SO Ph: (510) 789-7175
 LA Fx:
 LO Fx: (408) 201-0200
 SA Fx:
 SO Fx: (888) 835-8158

History

Click Arrow for Property History

MLS #	Change Date	Field Name	Old Value	New Value	Current Price	Broker Code	List / Sell Office
ML81533453	03/23/2016	Status	AC	S (\$850,000)	\$850,000	E+SBQI01.	BQ Group
ML81533453	01/14/2016	Status	A	AC	\$925,000	NTERO.1	Intero Real Estate
ML81533453	11/23/2015	Status		A (\$925,000)	\$925,000	NTERO.1	Intero Real Estate
ML81047416	01/06/2011	Status	A	C	\$1,400,000	NTERO.1	Intero Real Estate
ML81042300	01/06/2011	Status	A	C	\$1,400,000	NTERO.1	Intero Real Estate
ML81047416	09/27/2010	Status		A (\$1,400,000)	\$1,400,000	NTERO.1	Intero Real Estate
ML81042300	08/26/2010	Status		A (\$1,400,000)	\$1,400,000	NTERO.1	Intero Real Estate
ML80745523	08/01/2010	Status	A	E	\$1,400,000	NTERO.1	Intero Real Estate
ML80754521	08/01/2010	Status	A	E	\$1,400,000	NTERO.1	Intero Real Estate
ML80754521	09/28/2007	Status		A (\$1,400,000)	\$1,400,000	NTERO.1	Intero Real Estate
ML80745523	08/14/2007	Status		A (\$1,400,000)	\$1,400,000	NTERO.1	Intero Real Estate
ML89847872	10/19/1998	Status	A	C	\$549,900	CPPI.1	Inactive Office CP
ML89847872	10/11/1998	Status		A (\$549,900)	\$549,900	CPPI.1	Inactive Office CP



MLS #: ML81485193
 Apprx Lot: 1,742,400 SqFt (Other)
 Apprx Lot (A): 40.00 Acres (Other)
 Parcel#: 841-44-060
 DOM: 55
 Trnsf Tx:
 POS Ord.:
 Walk Score: [6](#)

0 Canada Road , Gilroy 95020

County: Santa Clara
 Area: 1 - Morgan Hill / Gilroy / San Martin
 Class: Res. Land Agricultural
 Land Use:
 Comm: 2.5%
 L.Type/Service: Exclusive Right to Sell,
 Special Info: Not Applicable
 Fin Terms:
 Possession:
 Public: 40 Acres. Property is currently leased to a farmer for row crops until January 2016. Property is ideal for an orchard, vineyard and/or to build a house.

Status: Sold
 Orig Price: \$900,000
 List Price: \$900,000
 Sale Price: \$835,000
 Zoning: AW40
 Incorporate:
 City Limit:

Dates:
 Original: 07/15/2015
 List: 07/15/2015
 Sale: 09/05/2015
 COE: 01/29/2016
 Expires: 06/30/2016
 Off Mkt:

Private: Call or email for backup marketing package.

Showing & Location

Showing Information

Occupy By: Tenant
 Phone:
 Instructions: Appointment Only, Call Listing Agent
Map
 X Street: Pacheco Pass Hwy
 Directions:

Show Contact:
 Gate Code:
School
 Elem: / Gilroy Unified
 Middle:
 High: / Gilroy Unified

Lots & Land

Communications:
 Dev Lot #:
 Dev Status: Unimproved Land
 Horse: Possible
 Lot Desc: Agricultural Use, Grade - Level
 Parcel Access: County Maintained Road
 Present Use: Agricultural
 View:

Complex/HOA

Com. Amenities:
 HOA Name:
 HOA Fee:
 Com. Restriction
 HOA Phone:
 HOA Covers:

Utilities

Sewer: None
 Water: Well
 Electricity: Electricity - On Site

Contact Information

LA: [George Renz](#)
 LA Lic#: 00854816
 LO: [Renz & Renz](#)
 SA: [Ricardo Arteaga](#)
 SA Lic#: 01903391
 SO: [Intero Real Estate Services](#)
 LA Ph: (408) 846-1031
 LA Em: george@renzrenz.com
 LO Ph: (408) 846-1031
 SA Ph: (408) 607-4383
 SA Em: rarteaga@interorealestate.com
 SO Ph: (408) 848-8400
 LA Fx:
 LO Fx: (408) 846-1042
 SA Fx: (408) 413-5372
 SO Fx: (408) 848-5847

History

☐ Click Arrow for Property History

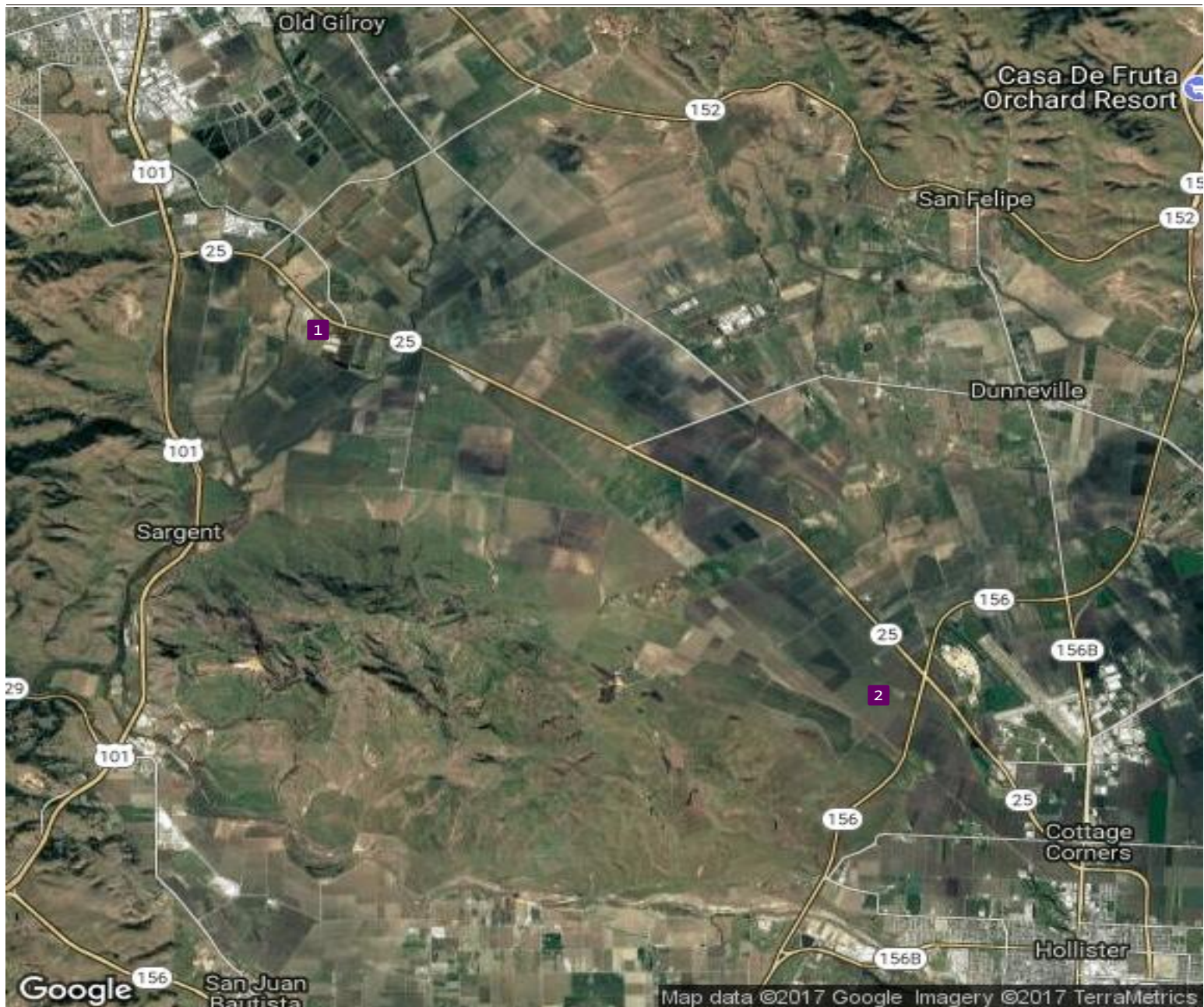
MLS #	Change Date	Field Name	Old Value	New Value	Current Price	Broker Code	List / Sell Office
ML81485193	02/04/2016	Status	P	S (\$835,000)	\$835,000	NTRO.3	Intero Real Estate
ML81485193	09/08/2015	Status	A	P	\$900,000	RENZ.1	Renz & Renz
ML81485193	07/15/2015	Status		A (\$900,000)	\$900,000	RENZ.1	Renz & Renz

Disclaimer: The above information is deemed to be accurate but not guaranteed; Source: MLSListings

2 sales, 81 acres in Santa Clara and San Benito Counties, CA

All sales

	AMOUNT	DATE	ACRES	PARCELS	LOCATION	AVG NCCPI	LAND USE
1	\$1,100,000	05/05/17	46.96	1	Santa Clara County, CA	32.0	Non-Cropland, Grass/Pasture, Cropland
2	\$1,000,000	02/22/17	33.74	1	San Benito County, CA	39.9	Cropland, Non-Cropland, Developed



1 parcel, 47 acres in Santa Clara County, CA

SALE AMOUNT

SALE DATE

\$1,100,000^{05/05/17}

BUYER

GOOD CROPS INC

SELLER

PERUSINA HWY 25 LLC

TOTAL ACRES

47

LAND USE

Non-Cropland,
Grass/Pasture, Cropland

AVG NCCPI

32.0

COUNTY AVG

30.0



ECONOMIC ATTRIBUTES

Santa Clara County is a high tax county.
This land contains 46.96 ac in a low livestock demand area.

PHYSICAL ATTRIBUTES

Annual Rainfall: 19.64 inches
Annual GDD: 4161

	ACRES	SLOPE	2016 CROPS	LOCATION	AVG NCCPI	AVG ACREVALUE (\$/AC)
	46.96	0.54%	99% Fallow, 1% Other	APN: 841-37-025	32.0	N/A

1 parcel, 34 acres in San Benito County, CA

SALE AMOUNT

SALE DATE

\$1,000,000^{02/22/17}

BUYER

BOLSA ROAD PROPERTIES LLC

SELLER

SMITH FAMILY TRUST

TOTAL ACRES

34

LAND USE

Cropland, Non-Cropland,
Developed

AVG NCCPI

39.9

COUNTY AVG

29.2



ECONOMIC ATTRIBUTES

San Benito County is a moderate tax county.
This land contains 33.74 ac in a low livestock demand area.

PHYSICAL ATTRIBUTES

Annual Rainfall: 15.10 inches
Annual GDD: 3904

	ACRES	SLOPE	2016 CROPS	LOCATION	AVG NCCPI	AVG ACREVALUE (\$/AC)
	33.74	0.32%	86% Fallow, 6% Non-Cropland, 5% Crop Undetermined, 3% Other	APN: 018-210-005-000	39.9	N/A

616-17
2211-04-0026

(2)

THIS INDENTURE made and entered into this 8th day of October, A. D., 1912, by and between J. P. SARGENT ESTATE COMPANY, a corporation, party of the first part, and SIERRA & SAN FRANCISCO POWER COMPANY, a corporation, party of the second part,

WITNESSETH: That for a valuable consideration, the receipt whereof is hereby acknowledged, said party of the first part does hereby grant to said party of the second part the right to erect and maintain eleven towers to be used for the purpose of maintaining thereon the necessary wires for one electric transmission line and one private telephone line upon that property owned by said party of the first part and known as that certain portion of the Juristac Rancho bounded on the South and East by the Pajaro River, on the North by the Las Animas Rancho and on the West by the Monterey Road leading from Gilroy to San Juan, less that 260.84 acre tract of land owned by Henry Miller.

Said towers are not to exceed sixteen feet square at the surface of the ground, and are to be located as shown upon the blue print Number S-726-B, hereunto attached and made a part hereof.

Said grant is made upon the following conditions, to-wit:

-I-

No wires shall be maintained on said towers, except for one electric transmission line and for one private telephone line, and no wires are to be strung less than twenty-five feet above the surface of the ground.

-II-

Any damage caused to growing crops, or other property situated upon said land, first hereinabove described, caused by the erecting or maintaining of said towers or wires, shall be paid to said party of the first part herein, its successors or assigns, by said party of the second part, its successors or assigns, within a reasonable time after said damage is caused; provided any damage caused to said party of the first part by the contributory negligence of said party of the first part is not to be a charge against said party of the second part herein.

-III-

That said party of the second part, its successors or assigns, shall not enter upon any part of said property for the purpose of maintaining said towers and wires, except a strip of land sixteen feet wide, covered by said poles, or between said poles.

-IV-

That all the conditions herein contained shall be binding upon the successors or assigns of said party of the second part.

-V-

This grant is made subject to the lease, now existing on said property, in favor of Spreckels Sugar Company, and any right claimed by said Spreckels Sugar Company on said place shall be settled and paid for by said party of the second part herein without any charge against said party of the first part.

IT IS HEREBY DISTINCTLY AGREED AND UNDERSTOOD by
and between the parties hereto that should any of the covenants
or conditions herein contained be not kept by said party of
the second part, its successors or assigns, that then this
agreement shall be null and void and said party of the first
part may remove said towers.

WITNESS the execution hereof the day and year first
above written.

J. P. SARGENT ESTATE COMPANY,
a corporation,

By Agnes Sargent
President.

By Agnes C. Sargent
Secretary.

State of California,)
County of Santa Clara.) ss.

On this 8th day of October, A. D., 1912,
before me, A. A. Caldwell, a Notary Public
in and for the County of Santa Clara, residing therein, duly
commissioned and sworn, personally appeared AGNES SARGENT,
known to me to be the President, and AGNES C. SARGENT, known
to me to be the Secretary of the J. P. SARGENT ESTATE COMPANY,
the corporation which executed the within and foregoing
instrument, and acknowledged to me that such corporation
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal at my office the day and year in this
certificate last above written.

A. A. Caldwell
Notary Public in and for the County
of Santa Clara, State of California.

1142

-: GRANT :- Df

J. P. SARGENT ESTATE
COMPANY, a corporation,

1234 to

SIERRA & SAN FRANCISCO
POWER COMPANY, a
corporation.

425

000

Filed for Record at the Request of
C. J. McFadden

Dec 11 A. D. 1912

at 1:55 min, past 2 o'clock

P. M., and Recorded in Vol. 393

of Books page 318 at seq.

Santa Clara County Records.

D. P. FLANNERY, Recorder

[Signature]

Deputy Recorder

E. M. REA

REA BUILDING

SAN JOSE, CALIFORNIA

1698

1425

616-17

11S 4E

EWS
11-16-28

THIS INDENTURE made and entered into this 8th day of October, A. D. 1912, by and between J. P. SARGENT ESTATE COMPANY, a corporation, party of the first part, and SIERRA & SAN FRANCISCO POWER COMPANY, a corporation, party of the second part.

WITNESSETH; That for a valuable consideration, the receipt whereof is hereby acknowledged, said party of the first part does hereby grant to said party of the second part the right to erect and maintain eleven towers to be used for the purpose of maintaining thereon the necessary wires for one electric transmission line and one private telephone line upon that property owned by said party of the first part and known as that certain portion of the Juristac Rancho bounded on the South and East by the Pajaro River, on the North by the Las Animas Rancho and on the West by the Monterey Road leading from Gilroy to San Juan, less that 260.84 acre tract of land owned by Henry Miller.

Said towers are not to exceed sixteen feet square at the surface of the ground, and are to be located as shown upon the blue print Number S-726-B, hereunto attached and made a part hereof.

Said grant is made upon the following conditions,
to-wit:

-I-

No wires shall be maintained on said tower, except for one electric transmission line and for one private telephone line, and no wires are to be strung less than twenty-five feet above the surface of the ground.

1.

-II-

Any damage caused to growing crops, or other property situated upon said land, first hereinabove described, caused by the erecting or maintaining of said towers or wires, shall be paid to said party of the first part herein, its successors or assigns, by said party of the second part, its successors or assigns, within a reasonable time after said damage is caused; provided any damage caused to said party of the first part by the contributory negligence of said party of the first part is not to be a charge against said party of the second part. herein.

-III-

That said party of the second part, its successors or assigns, shall not enter upon any part of said property for the purpose of maintaining said towers and wires, except a strip of land sixteen feet wide, covered by said poles, or between said poles.

-IV-

That all the conditions herein contained shall be binding upon the successors or assigns of said party of the second part.

-V-

This grant is made subject to the lease, now existing on said property, in favor of Spreckles Sugar Company, and any right claimed by said Spreckles Sugar Company on said place shall be settled and paid for by said party of the second part herein without any charge against said party of the first part.

IT IS HEREBY DISTINCTLY AGREED AND UNDERSTOOD by
and between the parties hereto that should any of the covenants
or conditions herein contained be not kept by said party of the
second part, its successors or assigns, that then this agree-
ment shall be null and void and said party of the first part
may remove said towers.

WITNESS the execution hereof the day and year first
above written.

J. P. SARGENT ESTATE COMPANY,
a corporation,

(SEAL) By Agnes Sargent, President.

(SEAL) By Agnes C. Sargent, Secretary

State of California)
: ss:
County of Santa Clara)

On this 8th day of October, A.D., 1912, before me,
A. A. Caldwell, a Notary Public in and for the County of Santa
Clara, residing therein, duly commissioned and sworn, personally
appeared AGNES SARGENT, known to me to be the President, and
AGNES C. SARGENT, known to me to be the Secretary of the J.P.
SARGENT ESTATE COMPANY, the corporation which executed the with-
in and foregoing instrument, and acknowledged to me that such
corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal at my office the day and year in this
certificate last above written.

A. A. Caldwell, (SEAL)
Notary Public in and for the County
of Santa Clara, State of California.

Deight of May
H. O. Lurgent Estate
Company, a corporation
&

Filed for record
At request of Mr. A.
McKinley Oct. 11, 1911.
At 1:15 min past 3
o'clock P. M., said
recorded in Volume
393 of Deeds Book 315
Santa Clara County
Records.
H. J. Hammerly
Recorder

Conservation Easement

**Recording requested by and when
recorded please return to:**

Director of Land Project Services
American Farmland Trust
1200 18th Street NW, Suite 800
Washington, DC 20036

NCS - 566/8-SF

DOCUMENT: 18175257



Pages: 37

Fees	115.00
Taxes	
Copies	
AMT PAID	115.00

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
First American Title Company

RDE # 011
1/05/2005
8:00 AM

(Space above this line reserved for Recorder's use)

Documentary Transfer Tax: \$0.00
(not applicable)

GRANT OF AGRICULTURAL CONSERVATION EASEMENT

This Grant of Agricultural Conservation Easement ("Easement") is made this 1st day of December 2004, by **LAND TRUST FOR SANTA CLARA COUNTY**, a California nonprofit public benefit corporation, with a principal place of business at 66 North First Street, Suite 2, Gilroy, California, 95020 ("Grantor"), to the **AMERICAN FARMLAND TRUST**, a District of Columbia nonprofit corporation, with a principal place of business at 1200 18th Street, NW, Suite 800, Washington, DC 20036 ("Grantee"), for the purpose of forever conserving the agricultural productive capacity and open space character of the subject property.

Witness that:

Grantor is the sole owner in fee simple of that certain farm property located in Santa Clara County, California, legally described in Exhibit A ("Legal Description") attached to and made a part of this Easement, consisting of approximately 282 acres of land and commonly known as the "Wang Property," together with any improvements thereon ("Property"), also identified by assessor's parcel number 841-036-011 (portion). The existing improvements on the Property are shown within the farmstead area depicted in Exhibit B ("Farmstead Area"), also attached to and made a part of this Easement. Except as shown in Exhibit B, the Property is open farmland, whose soils have been classified as a mix of prime farmland and farmland of statewide importance by the Natural Resource Conservation Service, U.S. Department of Agriculture, and by the California Department of Conservation ("Department"), Farmland Mapping and Monitoring Program.

The agricultural and other characteristics of the Property, its current use and state of improvement, are documented and described in a Baseline Documentation Report, (dated 9/30/04) ("Baseline Report"), prepared by Grantee with the cooperation of Grantor and incorporated herein by this reference. Grantor and Grantee acknowledge that the Baseline Report is complete and accurate as of the date of this Easement. Both Grantor and Grantee shall retain copies of the Baseline Report. The Baseline Report may be used to

establish that a change in the use or condition of the Property has occurred, but its existence shall not preclude the use of other evidence to establish the condition of the Property as of the date of this Easement.

The Department's California Farmland Conservancy Program and the United States acting through the U.S. Department of Agriculture's Farm and Ranch Lands Protection Program have provided funds to Grantee to support the acquisition of this Easement. The Department's funds represent a substantial investment by the People of the State of California in the long-term conservation of valuable agricultural land, and the retention of agricultural land in perpetuity. The Property and this Easement have met the California Farmland Conservancy Program's mandatory eligibility criteria and certain selection criteria, and have multiple natural resource conservation objectives. The rights vested herein in the State of California arise out of the State's statutory role in fostering the conservation of agricultural land in California and its role as fiduciary for the public investment represented here.

Grantor grants this Easement for valuable consideration to Grantee for the purpose of assuring that, under Grantee's perpetual stewardship, the agricultural productive capacity, including its prime soils, and open space character of the Property will be conserved and maintained forever, and that uses of the land that are inconsistent with these conservation purposes will be prevented. The parties agree that the current agricultural use of, and improvements to, the Property are consistent with the conservation purposes of this Easement.

The conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation policies:

The federal Farm and Ranch Lands Protection Program, authorized by P.L. 104-127, 16 U.S.C. 3838h-i, as amended, whose purpose is to authorize the Secretary of Agriculture to purchase conservation easements or other interests in land with prime, unique, or other productive soil for the purpose of protecting topsoil by limiting non-agricultural uses of the land;

Section 815.1 of the California Civil Code, which defines conservation easements;

California Constitution Article XIII, section 8, California Revenue and Taxation Code, sections 421.5 and 422.5, and California Civil Code section 815.1, under which this Easement is an enforceable restriction, requiring that the Property's tax valuation be consistent with restriction of its use for purposes of food and fiber production and conservation of natural resources;

Division 10.2 (sections 10200, et seq.) of the California Public Resources Code, which creates the California Farmland Conservancy Program;

Section 51220 of the California Government Code, which declares a public

interest in the preservation of agricultural lands;

The California General Plan law, section 65300 et seq., and section 65400 et seq. of the California Government Code, and the Santa Clara County General Plan, as amended in 1994, which includes as one of its goals to retain areas of prime agricultural soils in productive agricultural use; and

Resolution, approved by the Board of Supervisors of Santa Clara County on the 24th day of June, 2003, which expresses support for the acquisition of this Easement on the Property, and indicates that such protection is consistent with the County's General Plan.

Resolution No. 2003-46 approved by the Gilroy City Council on the 7th day of July 2003, which expresses a long-term commitment to agricultural land conservation, approves the acquisition of this Easement on the Property, and states that such protection is consistent with the City's General Plan.

Grantee is a District of Columbia nonprofit corporation, and is qualified to hold easements under California Public Resources Code section 9405. Grantee is also a tax-exempt and "qualified conservation organization," within the meaning of sections 501(c)(3) and 170(b)(1)(A)(iv) as defined by the Internal Revenue Code.

Now, therefore, for the reasons given, and in consideration of their mutual promises and covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor voluntarily grants and conveys to Grantee, and Grantee voluntarily accepts, a perpetual conservation easement, as defined by section 815.1 of the California Civil Code and California Public Resources Code section 10211, and of the nature and character described in this Easement for the purpose described below, and agree as follows:

1. *Purpose.*

The purpose ("Purpose") of this Easement is to enable the Property to remain in productive agricultural use by preventing uses of the Property that will impair or interfere with the Property's agricultural productive capacity, its soils, and its agricultural character, values, and utility. To the extent that the preservation of the open space character is consistent with such use, it is within the Purpose of this Easement to protect said value.

2. *Right to Use Property for Agricultural Purposes.*

Grantor retains the right to use the Property for agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law as long as the agricultural productive capacity and open space character of the Property are not thereby impaired. The Grantor may make reasonable use of agricultural fertilizers, pesticides,

herbicides, and other biocides, provided that such use, including, but not limited to, the type of product, the manner of storage, and the amount, frequency, and manner of application, shall be in accordance with all applicable laws and regulations.

3. Prohibited Uses.

Grantor shall not perform, or knowingly allow others to perform, any act on or affecting the Property that is inconsistent with this Easement. Any use or activity that would diminish or impair the agricultural productive capacity and open space character of the Property or that would cause significant soil degradation or erosion is prohibited. This Easement authorizes Grantee to enforce these covenants in the manner described herein. However, unless otherwise specified, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Grantor understands that nothing in this Easement relieves it of any obligation or restriction on the use of the Property imposed by law.

4. Permission of Grantee.

Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, with copies of all documents to be provided to the Department, and (c) shall in all cases be obtained by Grantor prior to taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not significantly diminish or impair the agricultural productive capacity and open space character of the Property.

5. Construction or Placement of Buildings and Other Structures.

Grantor may undertake construction, erection, installation or placement of buildings, structures, or other improvements on the Property only as permitted in paragraphs (a) through (d) below. Grantor shall advise Grantee prior to undertaking any construction or other improvement on the Property as permitted herein, so as to enable Grantee to keep its records current. All other construction, erection, installation or placement of buildings, structures, or other improvements on the Property is prohibited. The maximum surface area of the Property that can be paved, roofed or otherwise covered with an impervious surface shall not exceed 245,678 square feet, or two percent (2%) of the total Property area.

For purposes of this Paragraph 5, "improvements" shall not refer to trees, vines, or other plants cultivated for agricultural purposes, nor shall it refer to irrigation improvements necessary or desirable to irrigate the Property for agricultural purposes.

(a) *Fences* – Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary agricultural

management and for security of farm produce, livestock, equipment, residences and other improvements on the Property.

(b) *Agricultural Structures & Improvements* – There are currently no agricultural structures on the Property. New buildings and other structures and improvements to be used solely for agricultural production on the Property, including barns, equipment sheds, and improvements to be used for agricultural production purposes or sale of farm products predominantly grown or raised by Grantor on the Property, but not including any dwelling or agricultural employee housing, may be built on the Property within the Farmstead Area. Any other agriculture production or marketing-related structures may be constructed only with the permission of Grantee pursuant to Paragraph 4.

(c) *Single-Family Dwelling* – One single-family dwelling, not to exceed five thousand (5,000) square feet, may be constructed or placed on the Property entirely within the Farmstead Area. No other residential structures may be constructed or placed on the Property except for agricultural employee housing per Paragraph 5(d).

(d) *Agricultural Employee Housing* – New agricultural employee housing may be constructed or placed on the Property only with the permission of Grantee and only if Grantor can demonstrate to Grantee's satisfaction that such agricultural employee housing is reasonable and necessary for the agricultural operation of the Property. Any agricultural employee housing must be located entirely within the Farmstead Area.

(e) *Utility Services and Septic Systems* – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services solely to serve the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced anywhere on the Property. Septic or other underground sanitary systems solely to serve the improvements permitted herein may be installed, maintained, repaired or improved within the Farmstead Area.

(f) *Recreational Improvements* – Private recreational improvements (e.g. swimming pool, tennis court) for the personal, non-commercial use of Grantor and Grantor's family and guests are permitted within the Farmstead Area.

6. *Subdivision.*

The division, subdivision, *de facto* subdivision or partition of the Property, including transfer of development rights, whether by physical, legal, or any other process, is prohibited.

Grantor agrees the Property has one existing legal parcel, and that no additional, separate legal parcels currently exist within the Property that may be recognized by a certificate of compliance pursuant to California Government Code section 66499.35 based on previous patent or deed conveyances, subdivisions, or surveys. Grantor will not apply for or otherwise seek recognition of additional legal parcels within the Property based on certificates of compliance or any other authority. Grantor shall continue to maintain the

parcel comprising the Property, and all interests therein, under common ownership, as a single legal parcel.

Lot line adjustment may be permitted solely with the approval of Grantee, and for purposes of maintaining, enhancing or expanding agricultural practices or productivity on the Property. Grantor shall take no actions to carry out a lot line adjustment unless and until Grantee approves the request.

7. Development Rights.

Except as specifically reserved in this Easement, Grantor hereby grants to Grantee all development rights that are now or shall hereafter be allocated to, implied, reserved, appurtenant to, or inherent in the Property, and the parties agree that such rights are released, terminated, and extinguished, and may not be used on or transferred to any portion of the Property as it now or later may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property. This Easement shall not create any development rights.

8. Mining.

The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance (rights in and to such substances may be referred to herein as the "Mineral Rights"), using any method that disturbs the surface of the land, is prohibited.

Grantor and Grantee acknowledge that the ownership of the surface estate of the Property and one-quarter (1/4) of all sub-surface minerals, oil, gas and other hydrocarbon substances below a depth of 100 feet in the Property is separated (the "Severed Minerals"). The Severed Minerals are referred to as being held by the Shriners Hospitals for Crippled Children, a Colorado corporation, in a Grant of Easement recorded December 30, 1988, as Document No. 9961754 in Book 804, Page 2006, of Official Records. The aforesaid owners of the Severed Minerals are not in any way related to Grantor. Grantor and Grantee have determined that production or exploration for the Severed Minerals on the Property is unlikely (due to local geology and/or the challenge of obtaining County environmental permits) and/or the impact on agriculture would be minimal, given the size and location of access/potential drilling points (potentially affects less than one percent (1%) of the total acreage of the Property).

Grantor reserves the right, in any transfer of its fee interest in the Property, to retain the remaining three-quarters (3/4) interest in and to the Mineral Rights of the Property. All Mineral Rights that Grantor holds now or shall reserve in the future shall be subject to the prohibition against mining or extraction by any method that disturbs the surface of the land.

9. Paving and Road Construction.

Other than existing roads, as identified in the Baseline Report, within, and leading to, the

Farmstead Area, no portion of the Property presently unpaved shall be paved or otherwise covered with concrete, asphalt, or any other paving material, nor shall any road for access or other purposes be constructed without the permission of Grantee. Construction of unpaved farm roads, as required by agricultural operations, is permitted. Grantor shall notify Grantee of any relocation of or addition to unpaved roads.

10. *Trash.*

No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, or "Hazardous Materials," as defined in Paragraph 27, shall be placed, stored, dumped, buried or permitted to remain on the Property. However, the storage of agricultural products, agricultural chemicals (including herbicides, pesticides, fungicides, fertilizers, and other materials commonly used in farming operations even though they may be deemed to be Hazardous Materials), agricultural byproducts and agricultural equipment, all of which are used or produced on the Property in accordance with applicable law is permitted, but no other Hazardous Materials are permitted.

11. *Commercial Signs.*

Commercial signs (including billboards) unrelated to permitted activities conducted on the Property are prohibited.

12. *Recreational Uses.*

Commercial recreational structures or facilities are prohibited on the Property. Recreational structures or improvements for the personal use of the Grantor (e.g. swimming pool, tennis court) are permitted within the Farmstead Area. The use of motorized vehicles off roadways and outside of the Farmstead Area is prohibited, except where used for agricultural production, for the personal use of Grantor, or for the purpose of monitoring this Easement.

13. *Water Rights and Water Sources.*

Grantor shall retain and reserve all ground water, and all appropriative, prescriptive, contractual or other water rights appurtenant to the Property as of the date of this Easement. Grantor shall not permanently transfer, encumber, lease, sell, or otherwise separate water or water rights from title to the Property itself. No permanent separation of water or water rights shall be permitted. All water shall be retained in Santa Clara County for agricultural production only. Water may be distributed to a contiguous property or other property owned or leased by Grantor on an annual basis for agricultural production only. Any temporary distribution of water shall not impair the long-term agricultural productive capacity or open space character of the Property.

Grantor retains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the

surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion, or improve the agricultural management potential of the Property, provided such alteration is consistent with the Purpose of this Easement and is carried out in accordance with applicable laws and the "Conservation Plan" referenced in Paragraph 15. The construction of ponds and reservoirs shall be consistent with the Conservation Plan. Ponds and reservoirs shall not collectively exceed three (3) acres in size.

14. Rights Retained by Grantor.

Subject to Paragraph 7 and to interpretation under Paragraph 22, as owner of the Property, Grantor reserves all interests in the Property not transferred, conveyed, restricted or prohibited by this Easement. These ownership rights include, but are not limited to, the right to sell, lease, devise, or otherwise transfer the Property to anyone Grantor chooses, as well as the right to privacy and the right to exclude any member of the public from trespassing on the Property and any other rights consistent with the purpose of this Easement. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property.

Nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

15. Conservation Plan.

All agricultural operations on the Property are encouraged to be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service ("NRCS"), in cooperation with the Grantor, and utilizing the standards and specifications of the NRCS Field Office Technical Guide pursuant to 7 CFR Part 12 ("Conservation Plan"). NRCS, its successors or assigns shall have the right to enter upon the Property upon reasonable advance notice to Grantor and Grantee for the purpose of observing progress in implementing the Conservation Plan and to provide advice on sound stewardship practices. To the extent practicable, NRCS shall coordinate any visits to the Property with Grantee's annual monitoring visit. An AD-1026, Highly Erodible Land and Wetland Certification form has been filed at the appropriate USDA Service Center, certifying that the Property does not include any highly erodible lands or wetlands.

16. Responsibilities of Grantor, Grantee, and the United States Not Affected.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee or the United States, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) Taxes – Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee ever pays any taxes or assessments on the Property, or if Grantee pays levies on Grantor's interest in order to protect Grantee's

interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property. Neither Grantee, nor the United States shall have any obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – In view of Grantee's, the Department's and the United States' negative rights, limited access to the land, and lack of active involvement in the day-to-day management activities on the Property, Grantor shall indemnify, protect, defend and hold harmless Grantee, the Department and the United States, their respective officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees (collectively, "Claims"), arising out of or in any way connected with or relating to the Property or the Easement, which Claims are made by, or in connection with third parties. Grantor shall be solely liable for injury or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, violation of the law or of this Easement or other matter related to or occurring on or about the Property, regardless of cause, unless due to the gross negligence or willful misconduct of Grantee, the Department, or the United States.

(d) Deed of Trust - Grantor agrees to send Grantee a copy of any notice of default or any notice of sale Grantor receives under any deed of trust encumbering the Property (including any deed of trust which is subordinate to this Easement) and Grantee may, but without obligation so to do, and without releasing Grantor from any obligation under any such deed of trust or this Easement, make the payment or undertake the action to cure the default giving rise to said notice. If Grantee ever pays to cure any such default in order to protect Grantee's interest in the Property, Grantor will reimburse Grantee for the same.

(e) Grantee, the Department, and the United States shall have no responsibility for the operation of the Property, monitoring of hazardous conditions on it, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Without limiting the foregoing, neither Grantee, nor the United States shall be liable to Grantor or any other person or entity in connection with consents given or withheld, or in connection with any entry upon the Property occurring pursuant to this Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against Grantor or any other person or entity, unless the claim, liability, damage, or expense is the result of the gross negligence or intentional misconduct of Grantee, or the Department, or the United States or their respective agents and assigns.

17. Monitoring Reports.

Grantee shall manage its responsibilities as holder of this Easement so as to uphold the Purpose of this Easement. Grantee's responsibilities include, but are not limited to, annual monitoring, such additional monitoring as circumstances may require,

recordkeeping, and enforcement, for the purpose of preserving the Property's agricultural productive capacity and open space character in perpetuity. Grantee shall report to the Department and the U.S. Department of Agriculture by June 30 annually after the annual monitoring visit, describing method of monitoring, condition of the Property, stating whether any violations were found during the period, describing any corrective actions taken, the resolution of any violation, and any transfer of interest in the Property. Failure to do so shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall provide the U.S. Department of Agriculture with a copy of its annual monitoring report.

18. Monitoring and Enforcement.

With reasonable advance notice (except in the event of an emergency), Grantee shall have the right to enter upon, inspect, observe, monitor and evaluate the Property to identify the current condition of, and uses and practices on the Property and to determine whether the condition, uses and practices are consistent with this Easement, subject to the following conditions:

(a) Grantee shall give at least forty-eight (48) hours written notice to Grantor before entering upon the Property, except in the event of an emergency or suspected emergency in which case reasonable oral notice shall be given. In the event that title to this Easement becomes vested in the United States pursuant to Paragraph 19, the United States shall give forty-eight (48) hours advance oral notice to Grantor before entering upon the Property, except in the event of an emergency or suspected emergency in which case reasonable oral notice shall be given. The notice shall indicate the purpose of the entry and shall provide the timeframe during which Grantee shall be upon the Property;

(b) Entry shall take place during normal business hours unless otherwise required due to exigent circumstances; and

(c) Grantee shall indemnify, and hold Grantor harmless from, all expense, loss, liability, damages and claims, including Grantor's attorneys' fees, if necessary, arising out of Grantee's entry on the Property, unless caused by a violation of this Easement by Grantor or by Grantor's negligence or willful misconduct. In the event that title to this Easement becomes vested in the United States pursuant to Paragraph 19, the United States shall be exempt from the terms of this indemnity provision.

Grantee may take all actions that it deems necessary to ensure compliance with the terms, conditions, covenants and purposes of this Easement. Grantee shall have the right to prevent and correct violations of the terms of this Easement. Grantor shall indemnify, protect, defend and hold harmless Grantee, the Department and the United States, their respective officers, directors, members, employees, contractors, legal representatives, agents, successors and assigns from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees, arising out of the violation of the terms of this Easement.

If Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action to ensure compliance with the terms, conditions, covenants and purposes of this Easement and shall have the right to correct violations and prevent the threat of violations. Except when an ongoing or imminent violation could irreversibly diminish or impair the agricultural productive capacity and open space character of the Property as determined by Grantee, Grantee shall give Grantor written notice of the violation and thirty (30) days to correct it before filing any legal action.

If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction, specific performance, or any other appropriate equitable or legal remedy, including (i) money damages, including damages for the loss of the agricultural conservation values protected by this Easement; (ii) restoration of the Property to its condition existing prior to such violation and (iii) an award for all Grantee's expenses incurred in stopping and correcting the violation, including but not limited to reasonable attorneys' fees. Grantee's remedies under this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

Without limiting Grantor's liability therefor, Grantee shall apply damages recovered to the cost of undertaking any corrective action on the Property. Should the restoration of lost values be impossible or impractical for whatever reason, Grantee shall apply any and all damages recovered to furthering Grantee's mission, with primary emphasis on agricultural conservation easement acquisition and enforcement.

In the event Grantee fails to enforce any term, condition, covenant or restriction of this Easement, as determined by the Director of the Department, the Director of the Department and his or her successors and assigns shall have the right to enforce this Easement and shall be entitled to exercise the right to enter the Property granted to Grantee (upon advance notice, except in the case of an emergency), including rights of immediate entry, where the Director of the Department or his or her successor or assign determines that immediate entry is required to prevent, terminate or mitigate a violation of this Easement.

Failure or refusal by Grantee or the Department to exercise any rights under the terms of this Easement or to take immediate legal action in the event of a breach by Grantor of any term herein shall not be a bar from doing so at a later time and shall not constitute a waiver or forfeiture of Grantee's or the Department's right to enforce any term, condition, covenant or purpose of this Easement or any other term herein.

19. Contingent Right in the United States of America.

In the event that both Grantee and the Department fail to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of this Easement through any and all authorities available under Federal or State law. In the event that the Grantee and the

Department attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement or extinguish the conservation easement without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this easement shall become vested in the UNITED STATES OF AMERICA.”

20. Transfer of Easement.

This Easement may only be assigned or transferred to: (a) a private nonprofit organization that, at the time of transfer, is a “qualified organization” under section 170(h) of the U.S. Internal Revenue Code and meets the requirements of section 815.3(a) of the California Civil Code and has similar purposes to preserve agricultural lands and open space; or (b) a public agency authorized to hold interests in real property as provided in section 815.3(b) of the California Civil Code. Such an assignment or transfer may proceed only if the organization or agency expressly agrees to assume the responsibility imposed on Grantee by the terms of this Easement and is expressly willing and able to hold this Easement for the purpose for which it was created. All assignment and assumption agreements transferring the Easement shall be duly recorded in the county in which the Property is located.

If Grantee should desire to transfer this Easement, Grantee must obtain written permission from Grantor, the Director of the Department, and the Secretary for the U.S. Department of Agriculture or his or her successors or assigns, which permission shall not be unreasonably withheld.

If Grantee, or its successors, ever ceases to exist or no longer qualifies to hold the Easement under Section 170(h) of the Internal Revenue Code, or applicable state law, and the Secretary of Agriculture declines to exercise his or her right to take title to this Easement pursuant to Paragraph 19, a court of competent jurisdiction shall, upon consultation with Grantor and the Director of the Department, transfer Grantee’s interest in this Easement to another public agency or qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

21. Transfer of Property Interest.

Any time the Property itself, or any interest in it, is to be transferred by Grantor to any third party, Grantor shall notify Grantee in writing at least thirty (30) days prior to the transfer of the Property or interest. The document of conveyance shall expressly incorporate this Easement by reference. Any lease of the Property shall expressly incorporate this Easement by reference. Failure of Grantor to comply with the terms of this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

22. Amendment of Easement.

This Easement may be amended only with the written consent of Grantor, Grantee, the Director of the Department, and the Secretary of the U.S. Department of Agriculture or his or her successors or assigns. Any such amendment shall be consistent with the Purpose of this Easement and shall comply with all applicable laws, including section 170(h) of the Internal Revenue Code, and any regulations promulgated thereunder, and with section 815 et seq. of the California Civil Code, and the California Farmland Conservancy Program Act as codified in section 10200, et seq., of the California Public Resources Code, and any regulations promulgated thereunder. No amendment shall diminish or affect the perpetual duration or the purpose of this Easement nor the status or rights of Grantee under the terms of this Easement.

This Easement and any amendment to it shall be recorded in the county in which the Property is located. Copies of any amendments to this Easement shall be provided to the Department and the U.S. Department of Agriculture.

23. Termination of Easement.

(a) Termination of the Easement shall be governed by sections 10270-10277 of the Public Resources Code of California. This Easement shall not be terminated unless it meets the criteria for termination including, California Constitution Article XIII, section 8, California Public Resources Code sections 10273, 10274, and 10275, Revenue and Taxation Code sections 421.5 and 422.5, and other applicable laws, rules and regulations. Grantee, the Department, and the U.S Department of Agriculture shall be notified at least thirty (30) days prior to initiation of any proceedings to terminate this Easement.

No inaction or silence by Grantee shall be construed as abandonment of the Easement. The fact that the Property is not in agricultural use is not reason for termination of this Easement. Other than pursuant to eminent domain or purchase in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion or conveyance of any kind of all or part of the Property, or of any interest in it, shall limit or terminate the provisions of this Easement.

Should this Easement be condemned or otherwise terminated on any portion of the Property, the balance of the Property shall remain subject to this Easement. In this event, all relevant related documents shall be updated and re-recorded by Grantee to reflect the modified easement area.

(b) The grant of this Easement gives rise to a property right, immediately vested in Grantee. For the purpose of determining the amount to be paid by Grantor in a repurchase of the Easement at the time of a voluntary termination pursuant to sections 10270-10277 of the California Public Resources Code or pursuant to judicial proceedings, and for the purpose of allocating proceeds from a sale or other disposition of the Property at the time of termination, the Easement and Grantee's property right therein shall have a value equal to the difference between the current fair market value of the Property unencumbered by this Easement at the time of termination and the current fair market value encumbered by this Easement at the time of termination. The values shall

be determined by an appraisal performed by an appraiser jointly selected by Grantor and Grantee. The cost of the appraisal shall be paid by Grantor and the appraisal shall be subject to approval by the Department. Nothing herein shall prevent Grantor, Grantee or the Department from having an appraisal prepared at its own expense.

Upon approval of termination of this Easement or any portion thereof, Grantor shall reimburse the State of California, Department of Conservation, Farmland Conservancy Program Fund and the U.S Department of Agriculture an amount equal to their proportionate share of the value of the Easement or portion thereof pursuant to section 10276 of the California Public Resources Code. The amount required to be paid in connection with Grantor's repurchase shall be distributed as follows: (i) to the State of California, Department of Conservation, California Farmland Conservancy Program Fund, seventy percent (70%); and (ii) to the United States thirty percent (30%), representing the proportion of easement value originally contributed by these agencies for the purchase of this Easement. This Easement shall not be deemed terminated until such payment is received by all parties. Grantee shall use any funds received from the termination of this Easement in a manner consistent with the Purpose of this Easement.

(c) If the Easement or any portion thereof is terminated by an entity exercising the power of eminent domain, or for any other reason, the Easement will be valued in accordance with Paragraph 23(b), except as may otherwise be provided in applicable state or federal condemnation law, and the proceeds shall be distributed as set forth in Paragraph 23(b).

(d) If Grantee obtains payment on a claim under a title insurance policy insuring this Easement, payment shall be distributed as forth in Paragraph 23(b).

24. Interpretation.

This Easement shall be interpreted under the laws of the State of California and the United States, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. Except as expressly stated otherwise, references to authorities in this Easement shall be to the statute, rule, regulation, ordinance or other legal provision that is in effect at the time this Easement becomes effective. No provision of this Easement shall constitute governmental approval of any improvements, construction or other activities that may be permitted under this Easement.

25. Perpetual Duration; Successors.

Pursuant to California Civil Code section 815.2, this Easement shall run with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Grantor and Grantor's successors shall each be liable for their actions and omissions occurring solely during the period of their respective ownerships.

No merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, or its successors or assigns. It is the express intent of the parties that this Easement not be extinguished by, or merged into, or modified, or otherwise deemed affected by any other interest or estate in the Property now or hereafter held by Grantee or its successors or assigns.

26. Notices.

Any notices to Grantor and Grantee required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, to the following addresses, unless a party has been notified by the other of a change of address:

To Grantor:

Land Trust For Santa Clara County
66 North First Street, Suite 2,
Gilroy, California, 95020
Attn: Executive Director

To Grantee:

American Farmland Trust
1200 18th Street, NW, Suite 800,
Washington, DC 20036
Attn: Director of Land Project Services

Any notices required by this Easement to be sent to the Department or the United States shall be in writing and shall be personally delivered or sent by first class mail, at the following address, unless a party has been notified by the Department of a change of address:

To the Secretary of Resources/Department of Conservation:

Department of Conservation
801 K Street
Sacramento, CA 95814
Attn: California Farmland Conservancy Program

To the United States:

United States Department of Agriculture
Natural Resources Conservation Service
430 G Street #4164
Davis, CA 95616-4164

27. Grantor's Environmental Warranty.

Except for the storage of agricultural products, agricultural chemicals (even though they may be deemed to be "Hazardous Materials" as defined below), agricultural byproducts and agricultural equipment in accordance with the provisions of Paragraph 10, Grantor warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials on the Property and hereby promises to defend and indemnify Grantee, the Department, and the United States against all litigation, claims, administrative actions, costs, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release or threatened release of Hazardous Materials in violation of "Environmental Laws" or any other violation of federal, state or local "Environmental Laws," as defined below.

Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement be construed such that it creates in or gives Grantee, the Department, or the United States:

- (a) the obligations or liability of an "owner" or "operator" as those words are defined and used in Environmental Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC section 9601 et seq. and hereinafter "CERCLA");
- (b) the obligations or liability of a person described in CERCLA at 42 USC section 9607 (a)(3) or (4);
- (c) the obligations of a responsible person under any applicable Environmental Laws;
- (d) the right to investigate and remediate any Hazardous Materials associated with the Property; or
- (e) any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive, or radioactive; (b) petroleum products; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the CERCLA (42 USC section 9601 et seq.), the Hazardous Materials Transportation Act (49 USC section 5101, et seq.), the Hazardous Waste Control Law (California Health and Safety Code section 25100 et seq.), the Hazardous Substance Account Act (California Health and Safety Code section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after this date.

The term "Environmental Laws" includes, without limitation, any federal, state or local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to pollution, protection of human health, the environment or Hazardous Materials.

28. Grantor's Title Warranty; No Prior Conservation Easements.

Grantor represents and warrants that Grantor has good fee simple title to the Property and, to the best of Grantor's knowledge, has disclosed to Grantee any off record lease agreements, liens and encumbrances affecting the Property. Grantee has obtained a preliminary title report on the Property from First American Title Insurance Company that shows the prior encumbrances of record affecting the Property. All financial liens or financial encumbrances existing as of the date of the execution of this Easement (excepting liens for property taxes which are not yet due and payable) have been subordinated to this Easement. Exhibit C sets forth all of the senior, prior encumbrances of record (the "Prior Encumbrances"). Grantor hereby promises to defend its title against all claims that may be made against it. Holders of senior rights of record are not subject to the terms of this Easement. Grantor represents and warrants that the Property is not subject to any other conservation easement whatsoever.

If Grantor discovers at any time that any outstanding interest in the Property exists that is not disclosed herein, Grantor shall immediately notify Grantee, the Department and the U. S. Department of Agriculture of the discovery, and shall take all necessary steps to ensure that the interest is made subject to this Easement and that the existence of the interest or the exercise of any rights under it does not interfere with the Purpose of this Easement.

29. Subsequent Easements.

The grant of any easements, other interests in land, or use restrictions that might diminish or impair the agricultural productive capacity or open space character of the Property is prohibited. Grantor may grant subsequent conservation easements or use restrictions on the Property provided that such easements or use restrictions do not restrict agricultural husbandry practices, or interfere with any of the terms of this Easement as determined by Grantee. "Husbandry practices" means agricultural activities, such as those specified in section 3482.5(e) of the California Civil Code, conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality. Grantee's written approval shall be obtained at least thirty (30) days in advance of executing any proposed easement or use restriction on the Property, and such subsequent easements and use restrictions shall make reference to this Easement and be subordinate to this Easement. Grantee shall notify the Department and the U.S. Department of Agriculture in the event that it approves any subsequent easement or use restriction. Grantee shall disapprove any proposed subsequent easement or use restriction that appears to restrict agricultural husbandry practices, or diminishes or impairs the agricultural productive capacity or open space character of the Property.

30. Severability.

If any term, provision, covenant, condition or restriction of this Easement is held by a

court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective the remainder of the Easement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

31. *Entire Agreement.*

This Easement is the final and complete expression of the agreement between the parties with respect to its subject matter. Any and all prior or contemporaneous agreements with respect to its subject matter, written or oral, are merged into and superseded by this written instrument.

32. *Counterparts.*

This Easement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same Easement.

33. *Acceptance.*

As attested by the signature of its authorized representative affixed hereto, in exchange for consideration, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Agricultural Conservation Easement.

To Have and To Hold, this Deed of Agricultural Conservation Easement unto Grantee, its successors and assigns, forever.

In Witness Whereof, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

GRANTOR

LAND TRUST FOR SANTA CLARA COUNTY,
a California nonprofit public benefit corporation

By: Nancy Richardson
Name: NANCY RICHARDSON
Title: Executive Director

GRANTEE

AMERICAN FARMLAND TRUST,
a District of Columbia nonprofit corporation

By: Kristina Ely

Name: KRISTINA ELY

Title: ACTING DIRECTOR OF LAND PROTECT

APPROVAL OF CONSERVATION EASEMENT BY THE NATURAL RESOURCES
CONSERVATION SERVICE

The Natural Resources Conservation Service, an agency of the United States Government, hereby approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

By: Jama J. Keesio

Title: ASSISTANT STATE CONSERVATIONIST

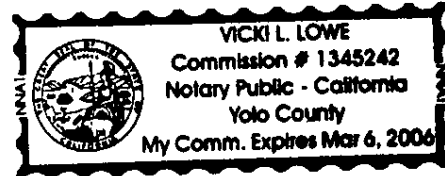
ACKNOWLEDGMENTS

County of Yolo)
State of California), ss:

On this 15th day of December, 2004, before me, the undersigned, a Notary Public in and for the State, personally appeared _____ known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that ~~she~~ is the James S. Reasis (title) of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be her/his voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

Vicki L. Lowe
Notary Public for the State of California
Residing at Woodland, CA
My Commission Expires: March 6, 2006



County of _____)

State of California), ss

On this ____ day of _____, 20____, before me, _____, personally appeared _____, personally known to me (or 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.

Witness my hand and official seal.

Notary Public (SEAL)
My commission expires:

County of District of Columbia

), ss

On this 6TH day of DECEMBER, 2004, before me,
Deborah J. Wilson, personally appeared KAISTINA ELY, personally known to
me (or 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.

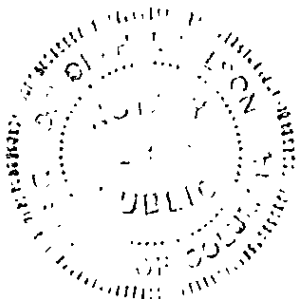
Witness my hand and official seal.

Deborah J. Wilson
Notary Public (SEAL)

Deborah J. Wilson
Notary Public, District of Columbia
My Commission Expires 08-31-2009

My commission expires:

Exhibit A (Legal Description) Attached
Exhibit B (Farmstead Area) Attached
Exhibit C (Prior Encumbrances) Attached



County of Santa Clara
State of California, ss

On this 20th day of December, 2007, before me, Lucy C. Gonzales, personally appeared Nancy Richardson, personally known to me (or 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.

Witness my hand and official seal.



Notary Public (SEAL)
My commission expires:



Exhibit A (Legal Description) Attached
Exhibit B (Farmstead Area) Attached
Exhibit C (Prior Encumbrances) Attached

**EXHIBIT A
LEGAL DESCRIPTION**

Real property in the unincorporated area of the County of Santa Clara, State of California, described as follows:

PARCEL ONE:

BEING AN IRREGULAR SHAPED PARCEL OF LAND, AND ALSO BEING A PORTION OF THE JURISTAC GRANT 241 IN TOWNSHIPS ELEVEN (11) AND TWELVE (12) SOUTH, RANGE FOUR (4) EAST, OF THE MOUNT DIABLO MERIDIAN, AS PATENTED ON NOVEMBER 13, 1871; AND BOUNDED ON THE WEST AND LYING ENTIRELY EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 101 (LANDS OF STATE OF CALIFORNIA), AS SHOWN ON THOSE CERTAIN MAPS ENTITLED, "SCI-101-P.M.0-5.3 SAN BENITO COUNTY LINE TO THOMAS RD.", RIGHT OF WAY RECORD MAP R-39X.0 THROUGH R-39X.4, STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 101 WITH THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN 100-FEET WIDE STRIP OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED FROM J.P. SARGENT, ET AL, TO SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, RECORDED MAY 10, 1873 IN BOOK 27 OF DEEDS, AT PAGES 562, 565 AND 567 SANTA CLARA COUNTY RECORDS; THENCE FROM THE POINT OF BEGINNING IN THE NORTHWESTERLY DIRECTION AND ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 101 THE FOLLOWING COURSE AND DISTANCES: NORTH 36° 16' 41" WEST 1003.52 FEET TO AN IRON PIPE, THENCE NORTH 33° 07' 55" WEST 59.84 FEET TO AN IRON PIPE, THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,910.00 FEET THROUGH A CENTRAL ANGLE OF 03° 25' 50" AN ARC DISTANCE OF 174.24 FEET TO AN IRON PIPE, THENCE NORTH 25° 22' 19" WEST 239.20 FEET TO AN IRON PIPE, THENCE NORTH 18° 24' 32" WEST 575.55 FEET TO AN IRON PIPE, THENCE NORTH 09° 43' 56" WEST 296.64 FEET TO AN IRON PIPE, THENCE NORTH 02° 32' 43" EAST 226.76 FEET TO AN IRON PIPE, THENCE NORTH 04° 28' 31" WEST 462.11 FEET TO AN IRON PIPE, THENCE NORTH 00° 53' 58" WEST 1668.00 FEET TO POINT LYING IN THE SOUTHERLY RIGHT OF WAY LINE OF THE TICK CREEK OVER CROSSING (LANDS OF STATE OF CALIFORNIA), AS SHOWN ON SAID AFOREMENTIONED RIGHT OF WAY RECORD MAPS; THENCE IN A EASTERLY DIRECTION AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF TICK CREEK OVER CROSSING THE FOLLOWING COURSE AND DISTANCES: NORTH 84° 28' 54" EAST 382.32 FEET TO A POINT, THENCE NORTH 86° 33' 29" EAST 200.56 FEET TO A POINT, THENCE SOUTH 89° 09' 10" EAST 100.00 FEET TO A POINT, THENCE NORTH 00° 50' 50" EAST 23.00 FEET TO A POINT LYING IN THE NORTHERLY BOUNDARY LINE OF THAT CERTAIN LOT 4, AS SHOWN UPON THAT CERTAIN MAP ACCOMPANYING THE REPORT OF THE REFEREES IN AN ACTION OF PARTITION OF JAMES P. SARGENT, ET AL, VS. EUGENE CARLISLE, ET AL, HAD IN THE SUPERIOR COURT OF THE COUNTY OF SANTA CLARA, CASE NUMBER 6014, AND AS SHOWN ON THAT CERTAIN PARTITION MAP RECORDED DECEMBER 18, 1880 IN BOOK I OF MISCELLANEOUS RECORDS, AT

PAGE 193, SANTA CLARA COUNTY RECORDS; SAID NORTHERLY BOUNDARY LINE ALSO BEING SHOWN ON THAT CERTAIN MAP ENTITLED, "RECORD SURVEY OF A PORTION OF THE 'SARGENT RANCH' IN THE 'RANCHO JURISTAC' SANTA CLARA COUNTY, CALIF.", FILED FOR RECORD FEBRUARY 20, 1975 IN BOOK 351 OF MAPS AT PAGE 36, SANTA CLARA COUNTY RECORDS; THENCE IN AN EASTERLY, NORTHEASTERLY AND SOUTHEASTERLY DIRECTION, RESPECTIVELY, AND ALONG SAID NORTHERLY BOUNDARY LINE OF LOT 4 THE FOLLOWING COURSE AND DISTANCES: SOUTH 89° 09' 10" EAST 594.38 FEET TO AN IRON PIPE LYING IN SAID WESTERLY RIGHT OF WAY LINE OF SAID 100-FOOT WIDE STRIP OF LAND (LANDS OF SOUTHERN PACIFIC RAILROAD COMPANY); THENCE SOUTH 89° 09' 10" EAST 101.10 FEET TO AN IRON PIPE LYING IN THE EASTERLY RIGHT OF WAY LINE OF SAID 100-FOOT WIDE STRIP OF LAND (LANDS OF SOUTHERN PACIFIC RAILROAD COMPANY); THENCE SOUTH 89° 09' 10" EAST 1798.77 FEET TO AN IRON PIPE; THENCE NORTH 17° 14' 57" EAST 2756.42 FEET TO A POINT; SOUTH 62° 24' 10" EAST 1936.00 FEET TO A POINT LYING IN THE CENTERLINE OF CARNADERO CREEK AS PRESENTLY EXISTS IN MARCH, 2003; SAID POINT ALSO BEING DISTANT 39.77 FEET FROM A 2" IRON PIPE LYING IN THE EASTERLY SIDE OF CARNADERO CREEK; THENCE IN A GENERAL SOUTHERLY DIRECTION AND ALONG SAID CENTERLINE OF CARNADERO CREEK AS PRESENTLY EXISTS IN MARCH, 2003, THE FOLLOWING COURSES AND DISTANCES: SOUTH 25° 22' 16" WEST 245.34 FEET TO A POINT; THENCE SOUTH 17° 38' 21" WEST 131.89 FEET TO A POINT; THENCE SOUTH 06° 40' 10" WEST 297.99 FEET TO A POINT; THENCE SOUTH 18° 21' 47" WEST 196.60 FEET TO A POINT; THENCE SOUTH 12° 09' 36" WEST 176.02 FEET TO A POINT; THENCE SOUTH 18° 36' 06" WEST 242.39 FEET TO A POINT; THENCE SOUTH 00° 52' 58" EAST 122.68 FEET TO A POINT; THENCE SOUTH 17° 12' 49" WEST 122.43 FEET TO A POINT; THENCE SOUTH 31° 06' 38" WEST 176.78 FEET TO A POINT; THENCE SOUTH 54° 14' 41" WEST 288.94 FEET TO A POINT; THENCE SOUTH 26° 54' 39" WEST 88.19 FEET TO A POINT; THENCE SOUTH 18° 59' 43" WEST 198.10 FEET TO A POINT; THENCE SOUTH 24° 12' 25" WEST 212.30 FEET TO A POINT; THENCE SOUTH 54° 58' 40" WEST 106.91 FEET TO A POINT; THENCE SOUTH 40° 29' 49" WEST 215.94 FEET TO A POINT; THENCE SOUTH 38° 10' 09" WEST 228.44 FEET TO A POINT; THENCE SOUTH 36° 00' 02" WEST 156.77 FEET TO A POINT; THENCE SOUTH 53° 05' 38" WEST 97.78 FEET TO A POINT; THENCE SOUTH 68° 51' 13" WEST 95.60 FEET TO A POINT; THENCE SOUTH 52° 32' 27" WEST 195.29 FEET TO A POINT; THENCE SOUTH 63° 02' 31" WEST 80.41 FEET TO A POINT; THENCE SOUTH 68° 06' 19" WEST 101.09 FEET TO A POINT; THENCE SOUTH 59° 09' 56" WEST 90.07 FEET TO A POINT; THENCE SOUTH 44° 07' 51" WEST 69.83 FEET TO A POINT; THENCE SOUTH 25° 43' 05" WEST 133.92 FEET TO A POINT; THENCE SOUTH 25° 33' 27" WEST 133.35 FEET TO A POINT; THENCE SOUTH 24° 11' 57" WEST 70.09 FEET TO A POINT; THENCE SOUTH 38° 06' 32" WEST 76.22 FEET TO A POINT; THENCE SOUTH 52° 41' 14" WEST 107.52 FEET TO A POINT; THENCE SOUTH 66° 37' 04" WEST 277.63 FEET TO A POINT; THENCE SOUTH 72° 15' 18" WEST 119.75 FEET TO A POINT; THENCE SOUTH 36° 45' 05" WEST 182.75 FEET TO A POINT; THENCE SOUTH 27° 38' 53" WEST 131.04 FEET TO A POINT; THENCE SOUTH 32° 11' 30" WEST 144.51 FEET TO A POINT; THENCE SOUTH 04° 53' 14" WEST 110.29 FEET TO A POINT; THENCE SOUTH 00° 37' 18" EAST 187.82 FEET TO A POINT; THENCE SOUTH 07° 36' 09" WEST 141.14 FEET TO A POINT; THENCE SOUTH 33° 40' 52" WEST 101.88 FEET TO A POINT; THENCE SOUTH 45° 09' 36" WEST 112.17 FEET TO A POINT; THENCE SOUTH 47° 03' 57" WEST 230.05 FEET TO A POINT; THENCE SOUTH 18° 19' 48" WEST 74.83 FEET TO A POINT; THENCE SOUTH 06° 11' 35" WEST 117.05 FEET TO A POINT; THENCE SOUTH 05° 08' 16" EAST 103.57 FEET TO A POINT; THENCE SOUTH 16° 49' 38" EAST 154.34 FEET TO A POINT; THENCE SOUTH 23° 24' 45" EAST 212.86 FEET TO A POINT; THENCE SOUTH 12° 26' 51" EAST 269.23 FEET TO A POINT; THENCE SOUTH 16° 32' 42" EAST 166.85 FEET TO A POINT; THENCE SOUTH 25° 47' 33" EAST 213.17 FEET TO A POINT; THENCE SOUTH 20° 44' 27" EAST 165.88 FEET TO A POINT; THENCE SOUTH 13° 48' 36" EAST 224.13 FEET TO A POINT; THENCE SOUTH 20° 51' 19" EAST 112.34 FEET TO A POINT; THENCE SOUTH 10° 24' 10" EAST 241.46 FEET TO A POINT; THENCE SOUTH 04° 57' 52" EAST 102.50 FEET TO A POINT; THENCE SOUTH 08° 10' 18" EAST 201.03 FEET TO A POINT; THENCE SOUTH 29° 55' 59" EAST 168.97 FEET TO A

POINT; THENCE SOUTH 29° 41' 41" EAST 146.05 FEET TO A POINT; THENCE SOUTH 18° 28' 03" EAST 221.11 FEET TO A POINT; THENCE SOUTH 20° 31' 58" EAST 152.74 FEET TO A POINT; THENCE SOUTH 09° 04' 27" EAST 138.13 FEET TO A POINT; THENCE SOUTH 12° 56' 35" WEST 133.54 FEET TO A POINT; THENCE SOUTH 30° 09' 43" WEST 158.34 FEET TO A POINT; THENCE SOUTH 08° 09' 47" WEST 46.10 FEET TO A POINT; THENCE SOUTH 06° 02' 07" EAST 131.14 FEET TO A POINT; THENCE SOUTH 23° 16' 30" EAST 98.97 FEET TO A POINT; THENCE SOUTH 30° 41' 14" EAST 180.39 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE OF CARNADERO CREEK AS PRESENTLY EXISTS IN MARCH, 2003, SOUTH 79° 55' 00" WEST 60.00 FEET TO A POINT LYING ON THE SOUTHWESTERLY EDGE OF A FARM ROAD, AS PRESENTLY EXISTS AND NOW TRAVELED IN MARCH 2003; THENCE IN A GENERAL NORTHWESTERLY DIRECTION AND ALONG SAID SOUTHWESTERLY EDGE OF THE FARM ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 54° 54' 53" WEST 199.98 FEET TO A POINT; THENCE NORTH 42° 38' 05" WEST 41.10 FEET TO A POINT; THENCE NORTH 36° 14' 05" WEST 380.57 FEET TO A POINT; THENCE NORTH 33° 39' 27" WEST 303.23 FEET TO A POINT; THENCE NORTH 37° 41' 56" WEST 51.75 FEET TO A POINT; THENCE NORTH 46° 23' 12" WEST 42.31 FEET TO A POINT; THENCE NORTH 60° 31' 06" WEST 52.76 FEET TO A POINT; THENCE NORTH 73° 33' 11" WEST 122.86 FEET TO A POINT; THENCE NORTH 82° 02' 50" WEST 81.92 FEET TO A POINT; THENCE NORTH 85° 48' 33" WEST 178.44 FEET TO A POINT; THENCE NORTH 77° 56' 54" WEST 33.12 FEET TO A POINT; THENCE NORTH 61° 08' 54" WEST 57.52 FEET TO A POINT; THENCE NORTH 46° 42' 24" WEST 166.00 FEET TO A POINT; THENCE NORTH 42° 10' 09" WEST 60.31 FEET TO A POINT; THENCE NORTH 29° 07' 58" WEST 79.38 FEET TO A POINT; THENCE NORTH 24° 05' 13" WEST 60.98 FEET TO A POINT; THENCE NORTH 20° 15' 40" WEST 66.38 FEET TO A POINT; THENCE NORTH 24° 36' 54" WEST 43.52 FEET TO A POINT; THENCE NORTH 30° 49' 39" WEST 53.57 FEET TO A POINT; THENCE NORTH 38° 09' 33" WEST 383.16 FEET TO A POINT; THENCE NORTH 50° 01' 30" WEST 114.98 FEET TO A POINT; THENCE NORTH 85° 56' 13" WEST 50.43 FEET, MORE OR LESS, TO A POINT LYING IN SAID EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 101 (LANDS OF STATE OF CALIFORNIA); THENCE IN A NORTHWESTERLY DIRECTION AND ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 101 THE FOLLOWING COURSES AND DISTANCES: NORTH 31° 06' 59" WEST 736.98 FEET TO A POINT; THENCE NORTH 09° 34' 25" WEST 65.40 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL ONE ALL OF THAT CERTAIN 100-FOOT WIDE STRIP OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED FROM J.P. SARGENT, ET AL, TO SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, RECORDED MAY 10, 1873 IN BOOK 27 OF DEEDS AT PAGES 562, 565, AND 567, SANTA CLARA COUNTY OFFICIAL RECORDS.

SUBJECT TO THOSE CERTAIN NON-EXCLUSIVE EASEMENTS REFERRED TO AS PARCELS 1A THROUGH 1D, INCLUSIVE, AND 1G, 1J AND 1K, GRANTED TO SANTA CLARA VALLEY WATER DISTRICT, STATE OF CALIFORNIA SPECIAL DISTRICT, BY DEED DATED APRIL 27, 2004 AND RECORDED WITH THE SAN CLARA COUNTY OFFICIAL RECORDS ON MAY 19, 2004 AS INSTRUMENT NO. 17795379, AS MORE FULLY DESCRIBED IN THE AFORESAID DEED.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS, AND ACCESS AS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT BY AND BETWEEN FIVESTAR COMMERCE, INC., AND CSY SARGENT RANCH, L.P., RECORDED MARCH 4, 1998, UNDER RECORDER'S DOCUMENT NO. 14080352.

EXCEPTING FROM SAID PARCELS ONE AND TWO,

ALL OF THAT CERTAIN LAND DESCRIBED IN THE GRANT DEED FROM LAND TRUST FOR SANTA CLARA COUNTY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, TO SANTA CLARA VALLEY WATER DISTRICT, A PUBLIC ENTITY, RECORDED MAY 19, 2004, AS DOCUMENT NO. 17795379, SANTA CLARA COUNTY OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEING A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101 WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE LANDS GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN SAID DEED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101, S.09°34'25"E. 65.40 FEET; THENCE CONTINUING ALONG SAID LINE, S.31°06'59"E. 269.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID LINE, N.07°27'19"W. 255.82 FEET; THENCE N.77°18'02"E. 1026.18 FEET; THENCE N.18°35'20"W. 487.28 FEET; THENCE N.44°42'06"W. 176.56 FEET; THENCE N.89°00'16"W. 57.12 FEET; THENCE N.01°57'20"E. 782.76 FEET; THENCE S.88°54'48"E. 151.75 FEET; THENCE N.22°56'15"E. 1308.86 FEET; THENCE N.63°20'48"E. 681.72 FEET; THENCE N.10°10'28"E. 197.90 FEET; THENCE N.11°57'10"E. 91.18 FEET; THENCE N.26°21'11"E. 141.54 FEET; THENCE N.24°06'20"E. 387.42 FEET; THENCE S.89°24'04"E. 577.32 FEET; THENCE N.32°20'40"E. 981.62 FEET; THENCE N.35°02'31"E. 350.21 FEET; THENCE N.00°49'42"E. 772.77 FEET; THENCE N.01°58'30"W. 216.11 FEET; THENCE N.01°53'17"E. 169.52 FEET; THENCE N.05°53'53"E. 452.98 FEET; THENCE N.00°11'20"E. 105.98 FEET; THENCE S.62°24'10"E. 1004.48 FEET TO A POINT LYING IN THE CENTERLINE OF CARNADERO CREEK AS DESCRIBED IN SAID DEED; THENCE IN A GENERAL SOUTHERLY DIRECTION ALONG SAID CENTERLINE 9885 FEET MORE OR LESS TO THE MOST SOUTHERLY CORNER OF THE LANDS DESCRIBED IN SAID DEED; THENCE LEAVING SAID CENTERLINE, S.79°55'00"W. 149.74 FEET TO A POINT LYING ON THE SOUTHWESTERLY EDGE OF A FARM ROAD AS DESCRIBED IN SAID DEED; THENCE ALONG SAID SOUTHWESTERLY EDGE AS DESCRIBED IN SAID DEED THE FOLLOWING TWENTY-TWO COURSES: N.54°54'53"W. 199.98 FEET; N.42°38'05"W. 41.10 FEET; N.36°14'05"W. 380.57 FEET; N.33°39'27"W. 303.23 FEET; N.37°41'56"W. 51.75 FEET; N.46°23'12"W. 42.31 FEET; N.60°31'06"W. 52.76 FEET; N.73°33'11"W. 122.86 FEET; N.82°02'50"W. 81.92 FEET; N.85°48'33"W. 178.44 FEET; N.77°56'54"W. 33.12 FEET; N.61°08'54"W. 57.52 FEET; N.46°42'24"W. 166.00 FEET; N.42°10'09"W. 60.31 FEET; N.29°07'58"W. 79.38 FEET; N.24°05'13"W. 60.98 FEET; N.20°15'40"W. 66.38 FEET; N.24°36'54"W. 43.52 FEET; N.30°49'39"W. 53.57 FEET; N.38°09'33"W. 383.16 FEET; N.50°01'30"W. 114.98 FEET; AND N.85°56'13"W. 50.43 FEET MORE OR LESS TO A POINT LYING IN THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N.31°06'59"W. 467.07 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

BEING A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101 WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE LANDS GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN SAID DEED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101, S.09°34'25"E.

65.40 FEET; THENCE CONTINUING ALONG SAID LINE, S.31°06'59"E. 269.90 FEET; THENCE LEAVING SAID LINE, N.07°27'19"W. 255.82 FEET; THENCE N.77°18'02"E. 1026.18 FEET; THENCE N.18°35'20"W. 487.28 FEET; THENCE N.44°42'06"W. 176.56 FEET; THENCE N.89°00'16"W. 57.12 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING TWENTY-SEVEN COURSES: N.89°47'56"W. 177.35 FEET; N.56°06'27"W. 117.78 FEET; S.87°36'11"W. 220.61 FEET; N.22°32'24"W. 165.51 FEET; N.06°25'31"E. 136.19 FEET; N.14°41'31"W. 137.58 FEET; N.24°10'18"W. 122.39 FEET; N.06°37'20"W. 171.21 FEET; N.53°43'44"W. 339.18 FEET; N.01°51'34"W. 93.67 FEET; N.03°50'54"E. 105.04 FEET; N.06°01'34"E. 103.21 FEET; N.07°53'06"E. 100.70 FEET; N.08°58'51"E. 156.82 FEET; S.41°24'29"E. 62.97 FEET; S.09°15'57"W. 50.52 FEET; S.35°14'07"W. 49.68 FEET; S.07°28'18"W. 45.35 FEET; S.70°18'29"E. 20.68 FEET; S.09°15'57"W. 63.17 FEET; S.05°55'25"E. 219.25 FEET; S.53°22'01"E. 347.08 FEET; S.05°58'15"E. 46.35 FEET; S.05°58'15"E. 177.00 FEET; S.24°29'50"E. 231.53 FEET; S.06°54'42"W. 183.83 FEET; S.75°00'11"E. 475.87 FEET; AND S.01°57'20"W. 100.92 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

BEING A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101 WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE LANDS GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN SAID DEED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101, S.09°34'25"E. 65.40 FEET; THENCE CONTINUING ALONG SAID LINE, S.31°06'59"E. 269.90 FEET; THENCE LEAVING SAID LINE, N.07°27'19"W. 255.82 FEET; THENCE N.77°18'02"E. 1026.18 FEET; THENCE N.18°35'20"W. 487.28 FEET; THENCE N.44°42'06"W. 176.56 FEET; THENCE N.89°00'16"W. 57.12 FEET; THENCE N.01°57'20"E. 100.92 FEET TO THE TRUE POINT OF BEGINNING; THENCE ALONG THE FOLLOWING SIX COURSES: N.75°00'11"W. 475.87 FEET; N.06°54'42"E. 183.83 FEET; N.24°29'50"W. 231.53 FEET; N.05°58'15"W. 177.00 FEET; S.88°54'48"E. 575.32 FEET; AND S.01°57'20"W. 681.84 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 4:

BEING A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101 WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE LANDS GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN SAID DEED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101, N.36°16'41"W. 1003.52 FEET; THENCE CONTINUING ALONG SAID LINE, N.33°07'55"W. 59.84 FEET; THENCE CONTINUING ALONG SAID LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2910.00 FEET, THROUGH A CENTRAL ANGLE OF 03°25'50", FOR AN ARC DISTANCE OF 174.24 FEET; THENCE CONTINUING ALONG SAID LINE THE FOLLOWING SIX COURSES: N.25°22'19"W. 239.20 FEET; N.18°24'32"W. 575.55 FEET; N.09°43'56"W. 296.64 FEET; N.02°32'43"E. 226.76 FEET; N.04°28'31"W. 462.11 FEET; AND N.00°53'58"W. 1479.97 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, N.00°53'58"W. 188.03 FEET TO A POINT LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TICK CREEK OVER CROSSING (LANDS OF THE STATE OF CALIFORNIA), AS DESCRIBED IN SAID DEED; THENCE ALONG SAID RIGHT-

OF-WAY LINE OF THE TICK CREEK OVER CROSSING, N.84°28'54"E. 41.60 FEET; THENCE LEAVING SAID LINE AND ALONG THE FOLLOWING TWELVE COURSES: S. 19°33'37"E. 228.33 FEET; S. 11°28'14"E. 248.48 FEET; S.25°00'49"E. 372.70 FEET; S.00°04'41"E. 1276.03 FEET; S.84°22'30"E. 587.98 FEET; S.08°57'40"W. 136.96 FEET; N.81°52'12"W. 680.04 FEET; N.04°39'11"W. 83.03 FEET; N.01°17'41"W. 844.14 FEET; N.03°28'46"E. 435.01 FEET; N.25°57'02"W. 353.97 FEET; AND N.11°22'28"W. 303.99 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

BEING A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101 WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE LANDS GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN SAID DEED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101, N.36°16'41"W. 1003.52 FEET; THENCE CONTINUING ALONG SAID LINE, N.33°07'55"W. 59.84 FEET; THENCE CONTINUING ALONG SAID LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2910.00 FEET, THROUGH A CENTRAL ANGLE OF 03°25'50", FOR AN ARC DISTANCE OF 174.24 FEET; THENCE CONTINUING ALONG SAID LINE THE FOLLOWING SEVEN COURSES: N.25°22'19"W. 239.20 FEET; N.18°24'32"W. 575.55 FEET; N.09°43'56"W. 296.64 FEET; N.02°32'43"E. 226.76 FEET; N.04°28'31"W. 462.11 FEET; N.00°53'58"W. 1479.97 FEET; AND N.00°53'58"W. 188.03 FEET TO A POINT LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TICK CREEK OVER CROSSING (LANDS OF THE STATE OF CALIFORNIA), AS DESCRIBED IN SAID DEED; THENCE ALONG SAID RIGHT-OF-WAY LINE OF THE TICK CREEK OVER CROSSING, N.84°28'54"E. 41.60 FEET; THENCE LEAVING SAID LINE THE FOLLOWING FOUR COURSES: S.19°33'37"E. 228.33 FEET; S.11°28'14"E. 248.48 FEET; S.25°00'49"E. 372.70 FEET; S.00°04'41"E. 744.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE S.88°40'11"E. 680.10 FEET; THENCE S.09°19'07"W. 580.79 FEET, N.84°22'30"W. 587.98 FEET; THENCE N.00°04'41"W. 531.28 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, REFERRED TO AS PARCEL 1E, AS RESERVED BY GRANTOR IN THE DEED TO THE SANTA CLARA VALLEY WATER DISTRICT, STATE OF CALIFORNIA SPECIAL DISTRICT, DATED APRIL 27, 2004 AND RECORDED WITH THE SANTA CLARA COUNTY OFFICIAL RECORDS ON MAY 19, 2004 AS INSTRUMENT NO. 17795379, AND BEING A PORTION OF THE LANDS DESCRIBED AS "EASEMENT AREA B" IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET WIDE LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AN IRON PIPE LYING IN THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE 100-FEET WIDE STRIP OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED FROM J.P. SARGENT, ET AL, TO SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, RECORDED MAY 10, 1873 IN BOOK 27 OF DEEDS AT PAGES 562, 565, AND 567, SANTA CLARA

COUNTY RECORDS WITH THE NORTHERLY LINE OF THE LANDS DESCRIBED AS "EASEMENT AREA A-2" IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279, SANTA CLARA COUNTY RECORDS; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE S09°18'09"W 60.66 FEET TO THE SOUTHERLY LINE OF SAID "EASEMENT AREA A-2"; THENCE ALONG SAID SOUTHERLY LINE, S89°09'10"E 29.99 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N45°50'50"E 42.43 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S89°09'10"E 1747.81 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S89°36'07"E 409.12 FEET TO THE INTERSECTION THEREOF WITH THE CENTERLINE OF SAID "EASEMENT AREA B"; THENCE LEAVING SAID SOUTHERLY LINE AND ALONG THE CENTERLINE OF SAID "EASEMENT AREA B", S14°22'09"W 54.01 FEET; THENCE CONTINUING ALONG SAID CENTERLINE S10°12'35"W 547.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING, ALONG SAID CENTERLINE THE FOLLOWING FIFTEEN COURSES: S10°12'35"W 4.37 FEET; S24°06'20"W 389.54 FEET; S26°21'11"W 139.94 FEET; S11°57'10"W 88.82 FEET; S10°10'28"W 198.78 FEET; S20°25'43"W 83.07 FEET; S24°04'51"W 76.43 FEET; S27°51'09"W 105.91 FEET; S34°32'16"W 96.27 FEET; S16°37'47"W 52.35 FEET; S03°12'35"E 64.38 FEET; S11°51'37"E 119.52 FEET; S33°36'52"W 190.83 FEET; S32°01'29"W 129.30 FEET; AND S36°09'34"W 115.54 FEET; THENCE LEAVING SAID CENTERLINE, N89°42'01"W 488.27 FEET TO THE TRUE POINT OF TERMINUS, SAID POINT BEING ON A LINE WHICH BEARS N22°56'15"E. THE SIDELINES OF SAID STRIP LENGTHENING AND SHORTENING SO THAT THE NORTHERLY TERMINUS IS A LINE WHICH BEARS S89°24'04"E AND THE WESTERLY TERMINUS IS A LINE WHICH BEARS N22°56'15"E.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, REFERRED TO AS PARCEL 1F, AS RESERVED BY GRANTOR IN THE DEED TO THE SANTA CLARA VALLEY WATER DISTRICT, STATE OF CALIFORNIA SPECIAL DISTRICT, DATED APRIL 27, 2004 AND RECORDED IN THE SANTA CLARA COUNTY OFFICIAL RECORDS ON MAY 19, 2004 AS INSTRUMENT NO. 17795379, AND BEING A PORTION OF THE LANDS DESCRIBED AS "EASEMENT AREA B" IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET WIDE LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AN IRON PIPE LYING IN THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE 100-FOOT WIDE STRIP OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED FROM J.P. SARGENT, ET AL, TO SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, RECORDED MAY 10, 1873 IN BOOK 27 OF DEEDS AT PAGES 562, 565, AND 567, SANTA CLARA COUNTY RECORDS WITH THE NORTHERLY LINE OF THE LANDS DESCRIBED AS "EASEMENT AREA A-2" IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279, SANTA CLARA COUNTY RECORDS; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE S09°18'09"W 60.66 FEET TO THE SOUTHERLY LINE OF SAID "EASEMENT AREA A-2"; THENCE ALONG SAID SOUTHERLY LINE, S89°09'10"E 29.99 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, N45°50'50"E 42.43 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S89°09'10"E 1747.81 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, S89°36'07"E 409.12 FEET TO THE INTERSECTION THEREOF WITH THE CENTERLINE OF SAID "EASEMENT AREA B"; THENCE LEAVING SAID SOUTHERLY LINE AND ALONG THE CENTERLINE OF SAID "EASEMENT AREA B", S14°22'09"W 54.01 FEET; THENCE CONTINUING ALONG SAID CENTERLINE S10°12'35"W 547.42 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE THE FOLLOWING TWENTY-SIX COURSES: S10°12'35"W

4.37 FEET; S24°06'20"W 389.84 FEET; S26°21'11"W 139.94 FEET; S11°57'10"W 88.82 FEET; S10°10'28"W 198.78 FEET; S20°25'43"W 83.07 FEET; S24°04'51"W 76.43 FEET; S27°51'09"W 105.91 FEET; S34°32'16"W 96.27 FEET; S16°37'47"W 52.35 FEET; S03°12'35"E 64.38 FEET; S11°51'37"E 119.52 FEET; S33°36'52"W 190.83 FEET; S32°01'29"W 129.30 FEET; S36°09'34"W 160.38 FEET; S04°53'16"W 133.35 FEET; S03°40'26"E 185.01 FEET; S11°39'56"W 124.02 FEET; S28°02'55"W 83.75 FEET; S45°09'36"W 101.78 FEET; S49°33'25"W 250.68 FEET; S10°39'00"W 99.25 FEET; S06°11'35"W 124.64 FEET; S05°08'16"E 112.86 FEET; S13°06'44"E 163.71 FEET; AND S23°24'45"E 90.30 FEET; THENCE LEAVING SAID CENTERLINE, S83°32'28"W 91.67 FEET; THENCE S67°04'34"W 368.81 FEET TO THE TRUE POINT OF TERMINUS, SAID POINT BEING ON A LINE WHICH BEARS N18°35'20"W. THE SIDELINES OF SAID STRIP LENGTHENING AND SHORTENING SO THAT THE NORTHERLY TERMINUS IS A LINE WHICH BEARS S89°24'04"E AND THE WESTERLY TERMINUS IS A LINE WHICH BEARS N18°35'20"W.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, REFERRED TO AS PARCEL 1H, AS RESERVED BY GRANTOR IN THE DEED TO THE SANTA CLARA VALLEY WATER DISTRICT, STATE OF CALIFORNIA SPECIAL DISTRICT, DATED APRIL 27, 2004 AND RECORDED WITH THE SANTA CLARA COUNTY OFFICIAL RECORDS ON MAY 19, 2004 AS INSTRUMENT NO. 17795379, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30.00 FEET WIDE LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101 WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE LANDS GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN SAID DEED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101, N36°16'41"W 1003.52 FEET; THENCE CONTINUING ALONG SAID LINE, N33°07'55"W 59.84 FEET; THENCE CONTINUING ALONG SAID LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2910.00 FEET, THROUGH A CENTRAL ANGLE OF 03°25'50", FOR AN ARC DISTANCE OF 174.24 FEET; THENCE CONTINUING ALONG SAID LINE THE FOLLOWING SEVEN COURSES: N25°22'19"W 239.20 FEET; N18°24'32"W 575.55 FEET; N09°43'56"W 296.64 FEET; N02°32'43"E 226.76 FEET; N04°28'31"W 462.11 FEET; N00°53'58"W 1479.97 FEET; AND N00°53'58"W 188.03 FEET TO A POINT LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TICK CREEK OVERCROSSING (LANDS OF THE STATE OF CALIFORNIA), AS DESCRIBED IN SAID DEED; THENCE ALONG SAID RIGHT-OF-WAY LINE OF THE TICK CREEK OVERCROSSING, N84°28'54"E 41.60 FEET; THENCE LEAVING SAID LINE THE FOLLOWING FOUR COURSES: S19°33'37"E 228.33 FEET; S11°28'14"E 248.48 FEET; S25°00'49"E 372.70 FEET; AND S00°04'41"E 230.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N86°53'09"W 43.06 FEET; THENCE S03°42'40"W 263.75 FEET; THENCE S02°16'37"E 380.08 FEET; THENCE S01°58'27"E 205.28 FEET; THENCE S45°50'30"W 111.36 FEET TO THE TRUE POINT OF TERMINUS. THE SIDELINES OF SAID STRIP LENGTHENING AND SHORTENING SO THAT THE EASTERLY TERMINUS THEREOF IS THE GENERAL EASTERLY LINE OF THE AFORESAID PARCEL 4 AND THE WESTERLY TERMINUS IS THE GENERAL WESTERLY LINE OF THE AFORESAID PARCEL 4.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND INCIDENTAL PURPOSES, REFERRED TO AS PARCEL 1L, AS RESERVED BY GRANTOR IN THE DEED TO THE SANTA CLARA VALLEY WATER DISTRICT, STATE OF CALIFORNIA SPECIAL DISTRICT, DATED APRIL 27, 2004 AND RECORDED WITH THE SANTA CLARA COUNTY OFFICIAL RECORDS ON MAY 19, 2004 AS INSTRUMENT NO. 17795379, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE LANDS DESCRIBED IN THE DEED RECORDED APRIL 25, 2003 AS DOCUMENT NUMBER 16990279 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA TO WIT:

A STRIP OF LAND 30.00 FEET WIDE LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AN IRON PIPE SET AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 101 WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE LANDS GRANTED TO THE SOUTHERN PACIFIC RAILROAD COMPANY AS DESCRIBED IN SAID DEED; THENCE S73°41'15"E 137.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE S07°27'19"E 254.06 FEET; THENCE S31°06'59"E 342.93 FEET TO THE SOUTHERLY LINE OF "EASEMENT AREA B" AS DESCRIBED IN SAID DEED TO THE TRUE POINT OF TERMINUS. THE SIDELINES OF SAID STRIP LENGTHENING AND SHORTENING SO THAT THE NORTHERLY TERMINUS THEREOF IS THE GENERAL WESTERLY LINE OF PARCEL 1 AS DESCRIBED IN SAID DEED AND THE SOUTHERLY TERMINUS IS THE AFORESAID SOUTHERLY LINE OF SAID EASEMENT AREA B.

BASIS OF BEARINGS: THE BEARINGS USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3.

EXHIBIT B-1

Wang Property Farmstead
Approx. Scale: 1 inch = 1000 feet

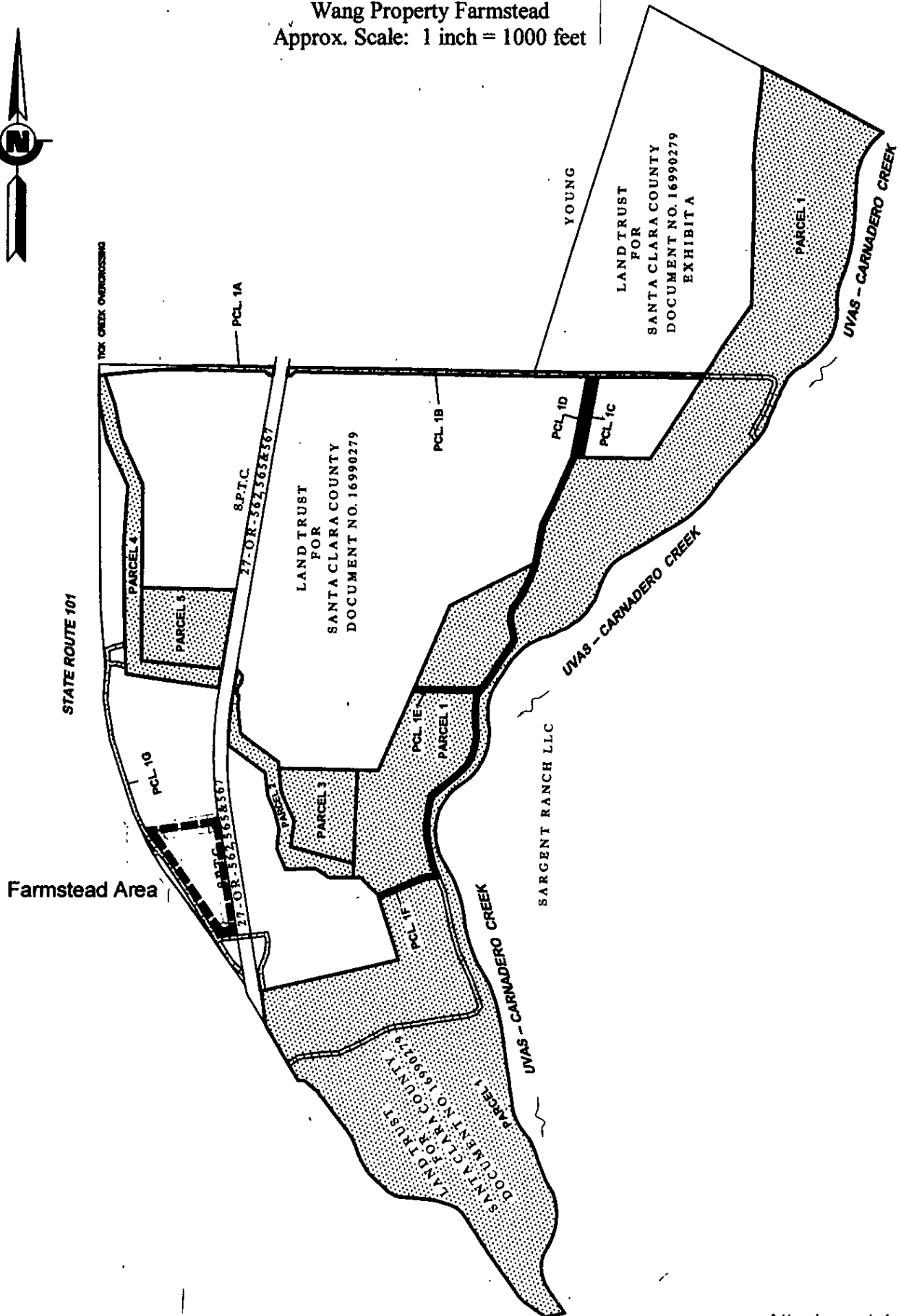


EXHIBIT B-2

Wang Property Farmstead Detail
Approx. Scale: 1 inch = 100 feet

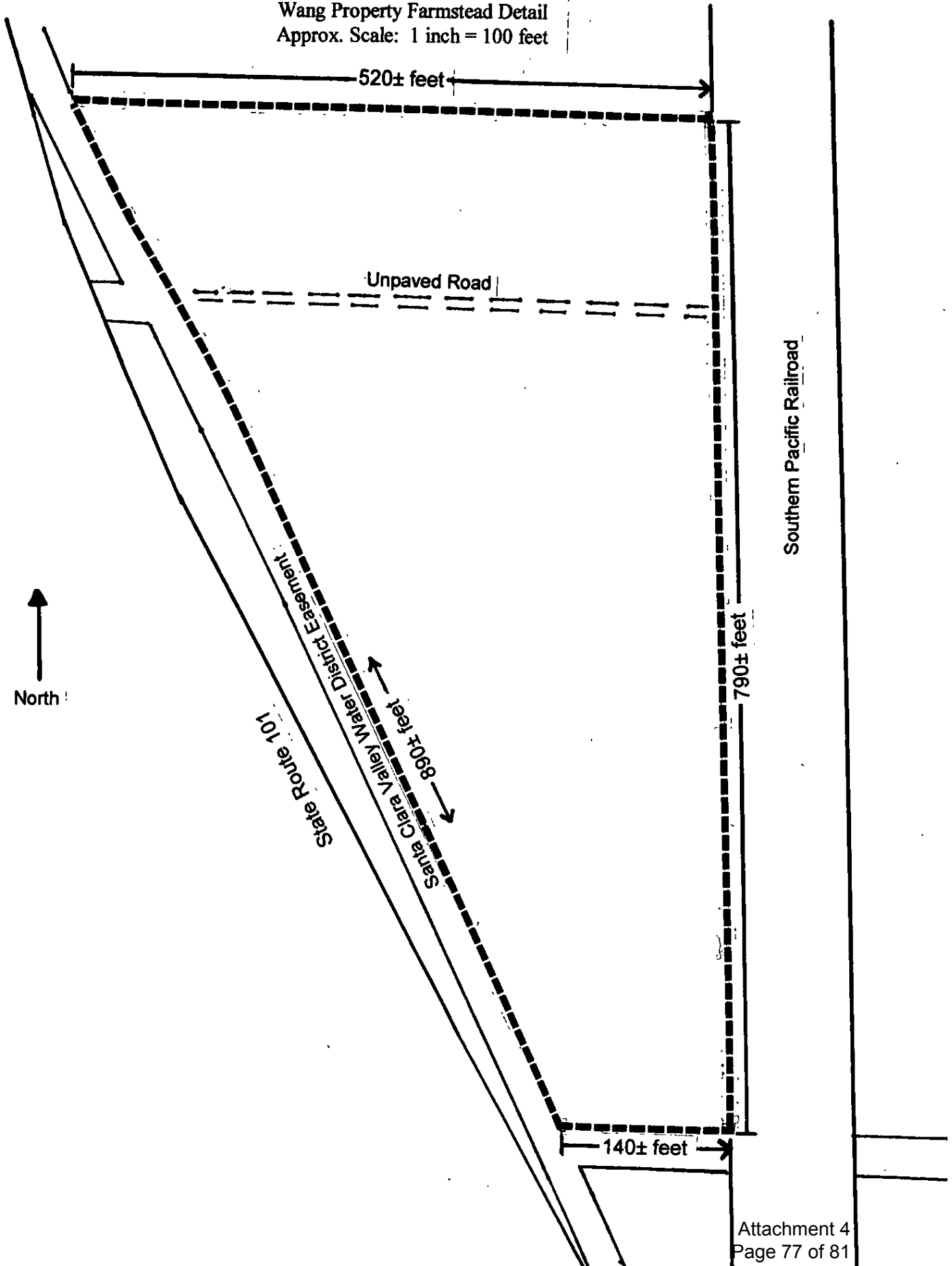


EXHIBIT C
PRIOR ENCUMBRANCES

1. A lien for real property taxes not yet due and payable.
2. An easement for Right of Way and incidental purposes in the document recorded February 17, 1869, as Book 13, Page 36 of Deeds.
3. An easement for towers and lines for electrical and telephone purposes and incidental purposes in the document recorded October 11, 1912 as Book 393, Page 318 of Deeds.
4. The terms and provisions contained in the document entitled "Indenture" recorded February 17, 1930 as Book 498, Page 581 of Official records, executed by and between Sierra and San Francisco Power Company, Ida Sargent Caldwell, Ouida Sargent Fenwick and Agnes C. Sargent.
6. The terms and provisions contained in the document entitled "Agreement" recorded June 18, 1913 as Book 29, Page 335 of Miscellaneous Records.
7. An easement for public highway and incidental purposes in the document recorded July 27, 1914 as Book 419, Page 264 of Deeds. By instruments known as Abandonment of Right of Way recorded February 26, 1930 in Book 508, page 18 and recorded March 6, 1931 in Book 557, page 245, and February 1, 1951 in Book 2144, page 423, Official Records, portions of said road have been abandoned.
8. An easement for a single line of poles and incidental purposes in the document recorded June 10, 1919 as Book 490, Page 105 of Deeds.
9. An easement for public highway and incidental purposes and incidental purposes in the document recorded July 13, 1921, as Book 536, Page 480 of Deeds. By instrument known as Relinquishment of Right of Way, recorded December 6, 1941 in Book 1074, page 153 of Official Records, the State of California relinquished portion of said land to the County of Santa Clara, described as follows:
All that portion of the State Highway Right of Way in the Rancho Juristac, lying Northerly of the center of the Pajaro River and Westerly of the Westerly right of way line of the State Highway, as said Westerly line was established by Deed to the State of California recorded January 9, 1941 in Book 1018, Official Records, page 321.
10. An easement for towers and distribution of energy and incidental purposes in the document recorded May 15, 1929 as Book 466, Page 21 of Official Records.
11. The terms and provisions contained in the document entitled "Agreement" recorded January 13, 1931 as Book 549, Page 249 of Official Records. By and between Southern Pacific Railroad Company and Agnes C. Sargent, et al.

12. An easement for state highway and incidental purposes in the document recorded January 19, 1931 as Book 551, Page 146 of Official Records.
13. An easement for a single line of poles and incidental purposes in the document recorded June 3, 1936 as Book 774, Page 248 of Official Records.
14. An easement for a single line of poles and incidental purposes in the document recorded September 11, 1936 as Book 787, Page 261 of Official Records.
15. An easement for a single line of poles and incidental purposes in the document recorded May 5, 1938 as Book 876, Page 162 of Official Records.
16. An easement for a single line of poles and incidental purposes in the document recorded January 9, 1941 as Book 1014, Page 540 of Official Records.
17. Abutter's rights of ingress and egress to or from State Highway 101 have been relinquished in the document recorded January 9, 1941 as Book 1018, Page 321 of Official Records.
18. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded January 9, 1941 as Book 1018, Page 321 of Official Records.
19. Abutter's rights of ingress and egress to or from State Highway 101 have been relinquished in the document recorded August 25, 1954 as Book 2945, page 644 of Official Records.
20. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded August 25, 1954 as Book 2945, page 644 of Official Records.
21. Abutter's rights of ingress and egress to or from State Highway 101, Monterey Road have been relinquished in the document recorded August 25, 1954 as Book 2946, Page 3 of Official Records.
22. Abutter's rights of ingress and egress to or from State Highway 101, Monterey Road have been relinquished in the document recorded August 25, 1954 as Book 2946, Page 11 of Official Records.
23. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded August 25, 1954 as Book 2946, Page 11 of Official Records.
24. An easement for communication facilities and incidental purposes in the document recorded February 8, 1955 as Book 3079, Page 430 of Official Records.

25. Abutter's rights of ingress and egress to or from State Highway 101 have been relinquished in the document recorded October 27, 1969 as Book 8714, Page 694 of Official Records.
26. Abutter's rights of ingress and egress to or from State Highway 101 have been relinquished in the document recorded October 27, 1969 as Book 8714, Page 698 of Official Records.
27. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded October 27, 1969 as Book 8714, Page 698 of Official Records.
28. Abutter's rights of ingress and egress to or from State Highway 101 have been relinquished in the document recorded October 27, 1969 as Book 8714, Page 702 of Official Records.
29. An easement for retaining wall and footings, inspection and maintenance of state bridges and incidental purposes in the document recorded October 27, 1969 as Book 8714, Page 702 of Official Records.
30. An easement for communication facilities and incidental purposes in the document recorded October 27, 1969 as Book 8714, Page 727 of Official Records.
31. An easement for drilling and extracting minerals and incidental purposes in the document recorded December 30, 1988 as Book K804, Page 2006 of Official Records.
32. An easement for ingress and egress and incidental purposes in the document recorded March 4, 1998 as Document No. 14080353 of Official Records.
33. An easement for ingress and egress and incidental purposes in the document recorded March 4, 1998 as Document No. 14080354 of Official Records.
34. The terms and provisions contained in the document entitled "Road Construction and Maintenance Agreement" recorded February 24, 1999 as Document No. 14671965 of Official Records.
35. The terms and provisions contained in the document entitled "Easement Deed and Agreement" recorded February 24, 1999 as Document No. 14671965 of Official Records.
36. Terms and conditions contained in the Grant Deed recorded on April 25, 2003 as Instrument No. 16990279, Official Records.
37. An easement for ingress, egress, road construction and maintenance and incidental purposes in the document recorded April 25, 2003 as Document No. 16990279 of Official Records.

38. Easements for ingress and egress and incidental purposes as contained in Grant Deed recorded May 19, 2004 as Instrument no. 17795379 of Official Records.

39. An easement for scientific study of wetlands, streams and ditches on the land and incidental purposes in the document recorded May 19, 2004 as Instrument no. 17795380 of Official Records.

40. An easement for mutual access to water supply wells and incidental purposes in the document recorded May 19, 2004 as Instrument no. 17795381 of Official Records.

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