

RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 015-45-013

DOCUMENT NO.: 3015-684

EASEMENT DEED

Silicon Valley Club, LLC, a Delaware limited liability company hereinafter "Grantor," do(es) hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), a non-exclusive easement for ingress and egress and to install, construct, operate and maintain environmental improvement projects on, upon, over, and across that certain real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A" and "B" attached hereto and made a part hereof.

EXHIBIT A
LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



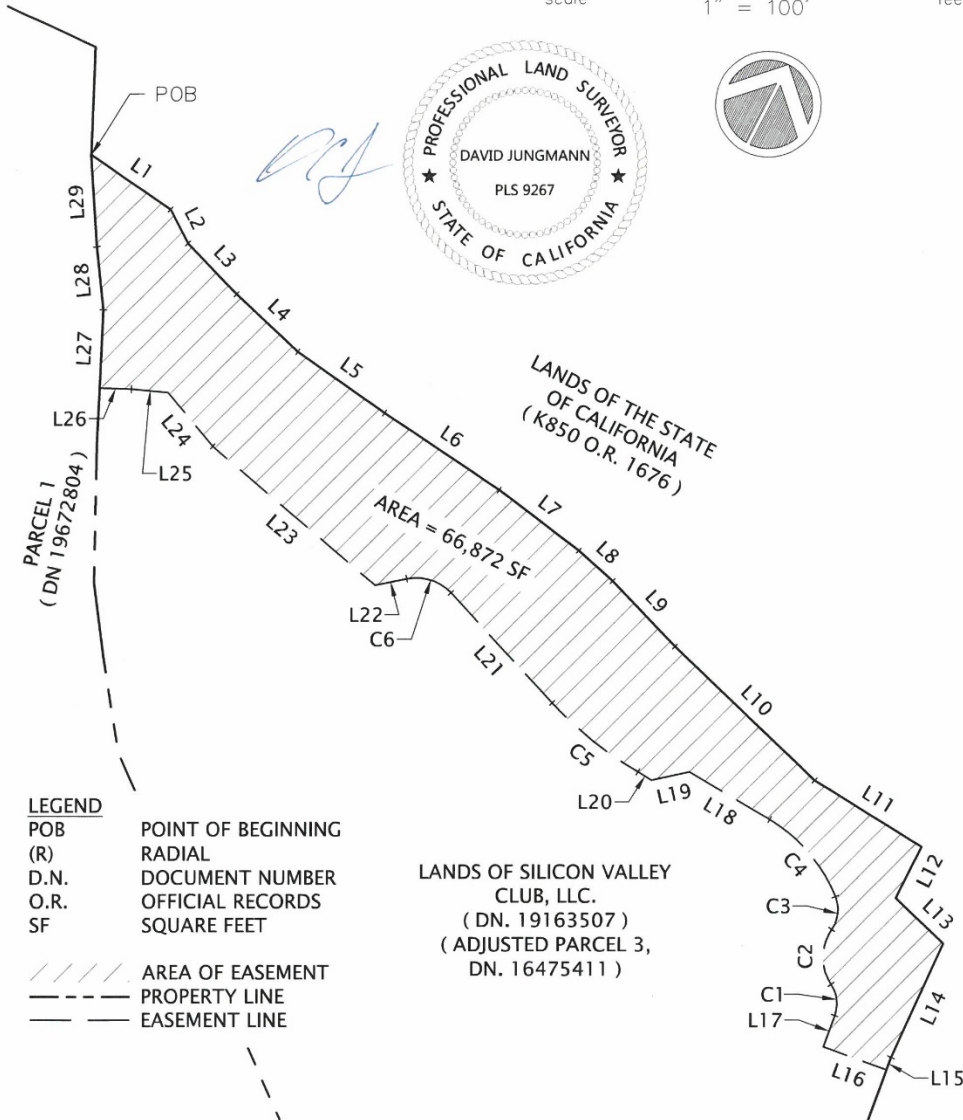
David Jungmann, PLS 9267



SEPTEMBER 5, 2018
DATE

END OF DESCRIPTION

EXHIBIT B



DRAWING NAME: K:\Surf99\990039-36 F-RED SUR Mapping\MA\new easement.dwg
PLOT DATE: 08-23-18 PLOTTED BY: dell

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255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-5300
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Subject EXHIBIT B
PLAT TO ACCOMPANY EXHIBIT A
By AJD Date 08/23/18 Chkd. DCJ
Job No. 19990039 SHEET 4 OF 5

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EXHIBIT B

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

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

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

DRAWING NAME: K:\Surfing\990039-16 PLAT TO ACCOMPANY EXHIBIT A.dwg
PLOT DATE: 08/23/18 PLOTTED BY: dell



255 SHORELINE DR.,
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PLAT TO ACCOMPANY EXHIBIT A
 By AJD Date 08/23/18 Chkd. DCJ
 Job No. 1999-0039-100

SHEET 5 OF 5

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

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

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

(As used above, the term "grantor" shall include the plural as well as the singular number. The words "himself" and "his" shall include the feminine gender as the case may be.)

Dated this	day of	20	Silicon Valley Club, LLC, a Delaware Limited Liability Company
			By: _____
			Name: _____
			Title: _____

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

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

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Deed or Grant to the Santa Clara Valley Water District, also referred to herein as the Grantee, is hereby accepted by the undersigned duly authorized agent on behalf of the Board of Directors of said Santa Clara Valley Water District, pursuant to authority conferred by Resolution No. 14-79 of said Board of Directors adopted on the 9th day of September 2014, and the Grantee consents to recordation thereof by its said duly authorized agent.

Dated: _____, 20__

Santa Clara Valley Water District

By: _____
Chief Executive Officer/Clerk of the Board of Directors
(Strike out inapplicable one)

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